



MEMORANDUM

TO: Chair and Members of the Board DATE: June 30, 2016
FROM: Cynthia Franklin RE: Alaskan Blooms, LLC #10073
Director, Marijuana Control Board

This is an application for a new limited cultivation facility in the Fairbanks North Star Borough by Alaskan Blooms, LLC, DBA Alaskan Blooms, LLC.

Date Application Initiated: 02/24/2016
Date Under Review: 06/03/2016
Incomplete Letter(s) Date: 06/07/2016
Date Final Corrections Submitted: 06/21/2016
Determined Complete/Notices Sent: 06/21/2016
Local Government Response/Date: Not yet received
DEC Response/Date: 06/21/2016 – No permit needed
Fire Marshal Response/Date: Not yet received
Objection(s) Received/Date: None
Staff questions for Board: None

Application Documents (Final)

Alcohol & Marijuana Control Office

Initiating License Application

2/24/2016 5:35:00 PM

License Number: 10073**License Status:** New**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** ALASKAN BLOOMS, LLC**Business License Number:** 1030620**Designated Owner:** Gene Bloom**Email Address:** alaskanblossoms@gmail.com**Latitude, Longitude:** 68.484200, -147.464800**Physical Address:** 2448 Arvilla St.
Fairbanks, AK 99709
UNITED STATES**Owner #1****Owner Type:** Entity**Alaska Entity Number:** 10034485**Alaska Entity Name:** Alaskan Blossoms, LLC**Phone Number:** 9079871010**Email Address:** alaskanblossoms@gmail.com**Mailing Address:** 2448 Arvilla St.
Fairbanks, AK 99709
UNITED STATES**Affiliate #1****Owner Type:** Individual**Name:** Gene Bloom**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 9073225830**Email Address:** alaskanblossoms@gmail.com**Mailing Address:** 1162 Park Dr.
Fairbanks, AK 99709
UNITED STATES**Affiliate #2****Owner Type:** Individual**Name:** Cynthia Bloom**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 9073225831**Email Address:** alaskanblossoms@gmail.com**Mailing Address:** 1162 Park Dr.
Fairbanks, AK 99709
UNITED STATES**Affiliate #3****Owner Type:** Individual**Name:** Linden Anson**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 9078885777**Email Address:** alaskanblossoms@gmail.com**Mailing Address:** 2406 Statehood St.
North Pole, AK 99705
UNITED STATES



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:	Alaskan Blooms, LLC	License Number:	10073		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKAN BLOOMS, LLC				
Physical Address:	2448 Arvilla St.				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Gene Bloom				
Email Address:	alaskanblooms@gmail.com				

Section 2 – Attached Items

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

Attached Items:	
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OFFICE USE ONLY

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

Form MJ-00: Application Certifications

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Alaskan Blooms, LLC	License Number:	10073		
License Type:	Standard Indoor Cultivation Unlimited				
Doing Business As:	Alaskan Blooms				
Premises Address:	2448 Arvilla St.				
City:	Fairbanks	State:	AK	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Linden Anson
Title:	Principal / COO

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?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?



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Phone: 907.269.0350

10150, 10151; Standard Indoor Cultivation Unt.
10235; Concentrate Manufacturing

Section 4 – Certifications

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

Initials



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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.

LA

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

LA

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

LA

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.

LA

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.

LA

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.

LA

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).

LA

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

LA

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.

LA

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.

LA

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

LA

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.

LA

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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 4th day of April, 2016.



Notary Public in and for the State of Alaska.

My commission expires: May 16, 2017

SUSAN R LAVANWAY
Notary Public, State of Alaska
Commission # 1305104
My Commission Expires
May 16, 2017



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Licensee:	Alaskan Blooms LLC		License Number:	10073	
License Type:	Standard Indoor Cultivation Unlimited				
Doing Business As:	Alaskan Blooms				
Premises Address:	2448 Arvilla St.				
City:	Fairbanks	State:	AK	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Gene Bloom
Title:	Principal / CEO

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?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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10150, 10151; Standard Indoor Cultivation Unit.
10235; Concentrate Man.

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

EB

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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.

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Lene Bloom
Signature of licensee

Subscribed and sworn to before me this 4th day of April, 2016.

Susan R. Lavanway

Notary Public in and for the State of Alaska.

My commission expires: May 16, 2017

SUSAN R. LAVANWAY
Notary Public, State of Alaska
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City:	Fairbanks	State:	AK	ZIP:	99709

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Enter information for the individual licensee or affiliate.

Name:	Cynthia Bloom
Title:	CEO / Principal

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Cynthia Bloom
Signature of licensee

Subscribed and sworn to before me this 4th day of April, 202016

Susan R Lavanway

Notary Public in and for the State of Alaska.

My commission expires: May 16, 2017

SUSAN R LAVANWAY
Notary Public, State of Alaska
Commission # 1305104
My Commission Expires
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Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKAN BLOOMS, LLC				
Physical Address:	2448 Arvilla St.				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Gene Bloom				
Email Address:	alaskanblooms@gmail.com				

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OFFICE USE ONLY

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

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

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

What must be covered in an operating plan?

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

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

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03**, **Form MJ-04**, **Form MJ-05**, or **Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment Information

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

Licensee:	Alaskan Blooms, LLC	License Number:	10073		
License Type:	Standard Cultivation				
Doing Business As:	Alaskan Blooms, LLC				
Premises Address:	2448 Arvilla St.				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Mailing Address:	2448 Arvilla St.				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Primary Contact:	Gene Bloom				
Main Phone:	907-987-1010	Cell Phone:	907-322-5830		
Email:	alaskanblooms@gmail.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

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

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

Restricted Access Areas (3 AAC 306.710):

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

Alaskan Blooms will require that all licensees, employees, and managers wear Alaskan Bloom Agent badges identifying themselves clearly of being an agent of the facility. A person that is under the age of 21 may not enter any restricted access area, that is not a agent of the facility, or accompanied by an agent, unless they are a authorized government official, such as a AMCO agent/enforcement officer/Director, Fire Marshal, City/Borough Inspector, law officer, pursuant to 3 AAC 306.325; 3 AAC 306.725; 3 AAC 306.735. All visitors will be required to follow the process for admitting visitors as identified in the next question. To ensure no unescorted member of the public access any restricted access area of the facility there will be signs identifying every restricted access area that clearly state, "Restricted Access Area. Visitor Must be Escorted." 3 AAC 306.325; 306.710. During all hours of operation that are open to the public, Alaskan Bloom employee will be tasked with ensuring that no unauthorized person gains access to a restricted area without being admitted via process described below. Said employee will make continual rounds checking entry points to ensure no unauthorized person is loitering near or attempting to gain access to restricted area. Additionally, Ultra-Electronics 30 MIL CR80 Access security cards will be issued to marijuana establishment authorized employees, management, and owners. Allowing for limited access to restricted areas.

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

Alaskan Blooms does not anticipate allowing visitors in restricted access areas for purposes of tours or for any other purpose other than mandatory inspections, Fire Marshal reviews, AMCO visits and law enforcement personele tours. Regardless of the nature of the visit, Alaskan Blooms will ensure the following Visitor Policy is adhered to:

Any visitor to a restricted access area must provide the following to an Alaskan Bloom Manager or Designated Employee:

- Valid government issued identification showing the person's picture, date of birth, and other identifying information. Said person will not be allowed into the restricted area without identification showing that person is over the age of 21. Said identification must be current (i.e. not expired); unaltered, and issued by a state of the USA, District Columbia, or province of Canada. 3 AAC 306.350.
- Complete Visitor Log required information.
- Visitor must wear identification badge at all times while in the facility and must be escorted by a designated Alaskan Bloom employee at all times. At no time where there be more than 5 visitors per Alaskan Bloom employee in the facility.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

All visitor logs will be kept permanently by the Management and Ownership in accordance with the Alaskan Bloom record keeping policy. All visitor logs that are dated within the last six months shall be stored onsite and immediately available to AMCO upon request. Any requests for Visitor Logs that are six months or older shall take 24 hours to fulfill as those Visitor Logs shall be kept off site and Management will need to retrieve those for inspection.

Visitor shall provide the following information for the Visitor Log and signature with information: Visitor full legal name; time, date, and check-in and check-out times; affiliation; purpose for business. The visitor log will also note the employee who has been designated to remain with the visitor to ensure no visitor is unattended.

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

Please see attached Exhibit "A" for Sample.

EXHIBIT A – License No. 10073



ALASKAN BLOOM CULTIVATION FACILITY –
EMPLOYEE

[INSERT PICTURE]

MJ HANDLER CARD: XXXXXX
2448 ARVILLA ST.
FAIRBANKS, AK

License No. 10073



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:

All entrances, windows, and any possible point of penetration for the facility will be fully illuminated during the hours of darkness. The illumination will facilitate clear view of at least 30 feet from point of entry in order to discourage unauthorized attempts to enter the premises and to facilitate video surveillance of the facility. 3 AAC 306.715.

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

Doors with entrance and exit access to property will be monitored with Honeywell Door contacts that will trip the alarm system in the event a door contact is activated. The system will be active when alarm has been armed.

The alarm system will have contacts on each window, point of entry, and point of exit to and the alarm system will work in tangent with the Vivotek USA Inc FD-8169 DomeNetwork Cameras, or its equivalent, which will be utilized for the facility surveillance.

Pursuant to 3 AAC 306.715(c)(2) a security alarm system on all exterior doors and windows; and The Licensed Facility will have

- Honeywell Intrusion security package installed consisting of the following equipment: 3-6160 Keypads (located in main entrance to each building), 5-Aurora PIR motion detectors, Wave2 2-Tone Sounder, 467 Battery, 620 Jack and 621 Cord and additional glass break detectors located in the office to protect against window breakage.
- 5 Honeywell sensors with: Advanced ASIC-based processing, Split-zone optics technology, Totally silent relay operation, Immune to pets up to 40 lbs, Tamper proof design, PIR motion sensor with an Ultra-low current.
- 3-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.

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. AlarmWATCH certifications include IQ Certified Central Station (One of first in nation), UL Certified Facility, UL Certified Operators, SIA Certified Operators, SIA Central Station Trained Instructors, APCO Certified Operators and - FARA and Federal UL 2050. Supporting Alarm Communications and Interactive Service from Every Major Manufacturer.

The list includes Connect 24, C24 Interactive, AlarmNET, AES, Uplink, DMP Internet, Tellular, Alarm.com. Based in Maryland with monitoring centers nationwide that are staffed 24 hours a day, 7 days a week. During non-business hours monitoring of all devices (Motion Detectors, door contacts and GE Glass break detectors) within the system will be active and monitored. In the event of a security breach of the licensed premises an exterior as well as interior sounder will be activated immediately, an alarm signal will be received by the monitoring center who will notify security, local law enforcement and the licensee.

-Doors with entrance and exit access to property will be monitored with Honeywell Door contacts that will trip the alarm system in the event a door contact is activated. Doors, windows, and other exterior points of entry will have commercial grade, non-residential locks. These locks will be in use at any time the entry point is not being actively utilized. 3 AAC 306.715. All exterior doors will be reinforced with metal plates to prevent manipulation of locks from outside the facility.

-All windows and doors will be equipped with alarm contacts that will be active and secured to prevent unauthorized access.

-There will also be a six (6) foot security fence around the entire premise that will have a commercial grade lock and only management and ownership shall have the keys to open said fence.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Alaskan Bloom will ensure that no diversion of marijuana from the facility will occur to the best of its ability. Alaskan Bloom will stringently vet its employees and employ some of its current employees of the Owner's current concrete company of whom Ownership deems to be of the most trustworthy quality. Additionally, all cultivation, processing, storage, drying, and any area where marijuana would be located will be constantly monitored by video surveillance (stored for at least 40 days) and randomly reviewed as an internal check to ensure no employee is diverting marijuana. Additionally, no employees will be allowed to bring non-transparent bags/purses into the facility - all employee bags shall be of transparent nature to ensure no employee is able to utilize their personal bag/purse as a vehicle to divert marijuana out of the facility.

Describe your policies and procedures for preventing loitering:

Alaskan Bloom will not tolerate unauthorized persons loitering around the facility. Security and staff will perform routine but unscheduled patrols. Loiterers will be asked to leave when discovered and law enforcement will be called if continued loitering persists. 3 AAC 306.715.

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 glass break detectors are utilized for afterhours 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 employees and agents 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 disturbing anything until law enforcement arrives. In the event any employee/agent becomes aware of that the facility's that an alarm has gone off, that employee will first inform local law enforcement, and then ensure that all management on duty has contacted ownership. After the facility has been deemed clear of any security breach or danger, Ownership and Management shall conduct an inhouse audit and ensure that all marijuana and marijuana product is accounted for and cross check said inventory and plant count with Metrc, the state's inventory tracking system to identify any discrepancies.

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

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Both the interior and exterior of each entrance to the facility

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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

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Security cameras will consist of Vivotek USA Inc FD-8169 Dome Network Cameras and Vivotek USA Inc FE8181/81V Fisheye Network Camera. 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 of each Restricted Access Area, entry and exit point, and adjacent to capture view of any windows. 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. All cameras will have a recording resolution of at least 1920x1080(2mp)-2560x1920 (5mp), and will have the ability to see at night using infrared technology for night time recordings.

Vivotek USA Inc FE8181/81V Fisheye Network Cameras will be installed in growing, trimming and processing areas, curing and designated waste processing area to insure 360-degree coverage of the secure areas.

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:

Pursuant to 3AAC 306.720(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. Alaskan Bloom will maintain a security room, housing all supporting security and camera equipment. It will be locked by Access control and Hess electric strikes to insure the integrity of all security supported hardware for the licensed facility.

i. The single entry point will have Access control supported with LED (green-yellow-red) and buzzer options, with Certification and Standards of FCC Certification, RSS-210, UL294 and CE Mark Voltage range of 5 V DC to 16 V DC with Maximum Input current 50 mAh that part of a Honeywell NetAXS-123 Access Control System with Certification and standards of CE and FCC.

ii. Within the Security room, there will be a Vivotek USA Inc FE8181/81V Fisheye Network Camera. VIVOTEK FE8181/81V are the latest fisheye fixed dome network cameras from VIVOTEK, featuring a detailed 5-Megapixel resolution sensor with superb image quality. Equipped with a fisheye lens for 180° panoramic view (wall mount) or 360° surround view (ceiling/floor/table mount) without blind spots, the cameras are able to provide coverage of wide, open areas, etc.

iii. Outside the security room entrance point will be a Vivotek USA, Inc FD-8169 Dome Network Camera. VIVOTEK FD-8169 is a best-in-class, dome-style network camera designed for diverse indoor/outdoor applications. Equipped with a 2MP sensor enabling viewing resolution of 1920x1080 at a smooth 30 fps, the FD-8169 is an all-in-one indoor/outdoor camera capable of capturing high quality and high resolution video up to 2 Megapixel.

Only the Owners of Alaskan Blooms will have key access to this room and shall limit its access to law enforcement or agent of the AMCO. Additionally, even Owners will have to note their time and date of entry into the Secured Room to ensure a authentic record is kept of access to the security and surveillance equipment - said log shall be kept as a regular business document onsite for six months and then offsite pursuant to the Alaskan Bloom record retention policy.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

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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

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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

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Video surveillance records are stored off-site

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Business Records (3 AAC 306.755):**

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes

No

All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises

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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

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

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Records related to advertising and marketing

☒☐

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

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

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All records normally retained for tax purposes

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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

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

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintained all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

Alaskan Blooms will exercise diligent organizational structure to ensure records and date of the business are protected from being lost and destroyed. Alaskan Bloom shall provide any record required to be kept on the licensed premises to an employee of the Alaska Marijuana Control Board upon request. Any record kept off premises shall be provided to the Alaska Marijuana Control Board's employees within three business days after a request for the record. (306.755)

Alaskan Bloom understands that a loss of records and data, including electronically maintained records, will not be considered an excuse for a violation of this rule and may be interpreted as a license violation affecting public safety. As such, Alaskan Bloom will make redundant copies of all electronic and paper records on a regular basis, and shall store these redundant copies either outside of the legal premises - Alaskan Bloom will have hard physical copy of all documents and an identical replication of all documents stored in an electronic cloud such as Google Cloud or iCloud. Among any other business document, the following documents will be maintained and preserved as business documents and protected from loss or destruction:

- 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 shall be maintained on the marijuana establishment's licensed premises and in the Cloud; older records may be archived on or off premises; establishment's licensed premises; older records may be archived on or off premises;
- a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the licensed premises;
- 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 including copies of advertisement and designs;
- a current diagram of the licensed premises including each Restricted Access Area;
- modifications of layouts of facility;
- all visitor log recording the name, date and time of entry of each visitor permitted in 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 receipt until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed; and
- transportation records for marijuana and marijuana product as required under 3 AAC 306.750



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 3 – Inventory Tracking of All Marijuana and Marijuana Product**

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

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

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

Marijuana Tracking and Weighing:

Yes

No

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

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

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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:

Alaska Bloom will use the 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. The 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 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 facility are licensed facilities; and (3) any loss or theft of marijuana products is promptly reported. Employees will record data at several stages of the cultivation process, including: (1) during cultivation; (2) during sale, sample, and transport; (3) during disposal, destruction, and theft. The facility will assign a tracking number to each plant over eight (8) inches tall and enter all inventory into Metrc. 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. After harvest and processing, employees 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: (1) the amount of each sample; (2) the facility that received the sample; and (3) the disposal of any expired or outdated promotional sample returned to the facility. For each batch, employees will record all transportation arrangements and will generate a transport manifest to accompany the batch in transit. Employees will use Metrc to verify each prospective sale or sample shipment is being delivered to a licensed marijuana establishment, and the identity and handling permit of all individuals who arrive at the facility to conduct business. In the event that marijuana or marijuana products are flagged for disposal, the facility will record the disposal in Metrc at least three (3) days prior to taking any disposal action. In addition to notifying the appropriate local and/or state authorities, any destruction, loss, or theft of marijuana will be promptly recorded in Metrc to give notice to AMCO Director and/or designated staff or agents.



Alaska Marijuana Control Board

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

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

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer “Yes” to all items below.

Marijuana Handler Permit:

Yes

No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

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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

☒☐**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 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. Ownership will personally present training and education to employees. Within the probationary period, all new employees will be required to meet with Ownership to learn the company's business approach and to adopt the standard of service. Educational packets will be provided to each cultivation employee to be read and reviewed. 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 facility'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, the most up-to-date reading materials will be available to employees at all times. Management will conduct quarterly 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. Prior to beginning work, employees will be expected to understand: (1) Alaska laws, regulations, and codes governing the marijuana industry and marijuana establishments; (2) all of the licensing requirements to act as a marijuana handler (including obtaining a Marijuana Handler card from state approved course provider prior to commencing employment) and to work in a marijuana establishment; (3) Alaskan Blooms standards, operational protocol, and best practices with regard to all phases of the cultivation and sale of marijuana; (4) general safety procedures and security protocol; (5) how to think defensively if threatening situations occur, and how to recognize the signs of impairment, drug abuse, and instability; (6) in-depth information about our particular strains and marijuana related products; (7) in-depth information on the requirements of each room, task, and system; (8) the general federal, state, and local employment regulations by which Alaskan Blooms, is governed; and (9) cultivation-specific education. To ensure full coverage for each position, all employees will be cross-trained on the requirements of each job. Employees will also be required to attend a general security class taught by the hired security company. Alaskan Blooms, will encourage staff to attend seminars, conferences, and workshops, and Management will maintain a library of resources on marijuana topics, available to employees at all times. The state and local marijuana regulations and laws will be posted in spaces frequently occupied by staff, like the break room, for reference. All new hires will be required to meet with Ownership to go over employment documents, specific tasks, educational materials, facility features, security, position-specific training, and to receive their uniform and supplies.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

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

Applicants should be able to answer "Yes" to the statement below.

Marijuana Waste Disposal:

Yes

No

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

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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:

Alaskan Blooms has prepared a disposal plan for disposing of all marijuana that does not meet state testing requirements and/or will not be sold for whatever reason and Alaskan Blooms internal quality standards for any reason, including, but not limited to, disease, infestation, and mishandling. The following is a list of the expected waste that Alaskan Blooms will be disposing of: (1) waste from marijuana flowers, trim, and solid plant materials; (2) marijuana that is identified as infected or fails to meet quality testing; (3) marijuana plant waste; (4) run off water from the plants during cultivation; and (5) medium used for cultivation and root matter. Rendering marijuana unusable before disposal will ensure that marijuana and marijuana products are safely kept away from the public. Alaskan Blooms will ensure that all marijuana is rendered unusable prior to leaving the facility. The Manager 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, and the date that it was picked up by the disposal company. All marijuana marked for disposal will be stored in a secured bin, separated from all other products and materials, until it can be rendered unusable. Marijuana waste will be rendered unusable a minimum of once per day, before the facility closes. Once rendered unusable, marijuana will be securely stored in locked containers located on the premise. All locks will comply with the highest UL standards. Only authorized personnel will have access to the keys that lock and unlock the disposal containers. The disposed marijuana will not be stored outside the facility at any time. Twice a week, a waste truck will collect the waste and dispose of it. To ensure tracking and to ensure that no diversion occurs, a manager will meet with the waste truck driver and collect a signature and the name of the waste truck driver, the date, time, and the type of marijuana waste being collected. This information will be entered into a log by the manager, which will be securely stored and made available to AMCO upon request. The manager will make arrangements with the disposal company if ever the dumpsters are full prior to pick-up.

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

The non-compostable solid wastes that Alaskan Blooms will use to render marijuana unusable include: (1) paper waste; (2) plastic waste; (3) cardboard waste; and (4) soil. The compostable solid wastes that Alaskan Blooms will use to render marijuana unusable include: (1) food waste; (2) yard waste; and (3) vegetable-based grease or oils.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Alaskan Blooms will ensure all employees and management understand the importance of rendering marijuana unusable prior to disposal of the same. Alaskan Blooms will also ensure all employees and management know the importance and requirement to enter the disposal event into the tracking system and to alert AMCO three days prior to disposal.

The following is a list of the expected waste that the Company 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
- Medium used for cultivation and root matter

The Company will ensure that all marijuana is rendered unusable prior to leaving the facility.

To render marijuana unusable, Alaskan Blooms will grind and incorporate the marijuana waste with either non-compostable or compostable solid wastes so that the resulting mixture is at least fifty percent (50%) non-marijuana waste. .

The following is a list of the non-compostable solid wastes that the Company will use:

- Paper waste - Plastic waste - Cardboard waste -Soil

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

- Food waste - Yard waste - Vegetable-based grease or oils

The Cultivation Manager will ensure that the resulting mixture is composed of no more than 50% marijuana by volume. The Cultivation Manager 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.

Marijuana waste will be rendered unusable using this method a minimum of once per day, before the cultivation facility closes. Once rendered unusable, marijuana will be securely stored in locked containers located on the licensed premise. All locks will comply with the highest UL standards. Only authorized personnel will have access to the keys that lock and unlock the disposal containers. The disposed marijuana will not be stored outside the facility at any time. Twice a week, a waste truck will collect the waste and dispose of it. To ensure tracking and to ensure that no diversion occurs, a manager will meet with the waste truck driver and collect a signature and the name of the waste truck driver, the date, time, and the type of marijuana waste being collected. This information will be entered into a log by the manager, which will be securely stored and made available to the MCB upon request as such logs will be kept as part of the Company's business books and records, pursuant to 3 AAC 306.755. The manager will make arrangements with the disposal company if ever the dumpsters are full prior to pick-up.



Alaska Marijuana Control Board

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

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

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

Marijuana Transportation:

Yes

No

The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700

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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

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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

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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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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

All marijuana packaging will be uniform with labels secure and prominently displayed. No packaging products or materials can be used in the cultivation, storage, and/or sale process unless accepted into the facility by a member of the quality control unit. All packaging deliveries will be inspected, accepted or rejected, and recorded in a Quality Control Log ("QCU") log. All packaging materials that will be sold to marijuana establishments for sale to consumers will be child-proof and not be appealing to children. All plastic packaging will be four (4) millimeters or more in thickness and will be heat-sealed without an easy-open tab, dimple, corner, or flap so that it is difficult for a child to open as a tamperproof measure. The QCU will check all packages to make sure that they will keep all marijuana from contamination and will check to make sure that the packages will not impart any toxic or deleterious substance to the marijuana. Only usable marijuana will be packaged at the facility, and all packaging will not be tampered with. Any packaging done at the facility will be performed in an area specifically set aside for packaging. All necessary sanitation will be executed to ensure the cleanliness of the product and packaging. The facility will package marijuana for sale to other marijuana establishments in standard units in accordance with the Alaska Administrative Code and the AMCO regulations. If the facility is selling usable marijuana in bulk for repackaging and sale to the consumer by the other marijuana establishment, the wholesale standard unit will not exceed five (5) pounds. If the usable marijuana is being packaged for retail sale at a dispensary, the standard unit will not exceed one (1) ounce.

Before transportation a Transportation Plan Form will be filled out with:

- The date and start time of the trip
- Make, model, and license plate of the vehicle
- Amount and weight (determined by a licensed and state certified weighing device) of the cannabis
- The name of the Company staff in charge of transport
- The State of Alaska marijuana handling permit card number of the Company staff
- The name of the testing lab, retail store or processing company being delivered to
- The registration number of the above facility
- Description of the cannabis products being delivered
- The Anticipated Route of transportation

Once that information is filled out, two copies will be made. One copy will be left at the Company. The Company staff in charge of transportation will also carry their person: their State of Alaska marijuana handling permit card, their, Alaska driver's license, two copies of the "Acquiring Cannabis" Form, a mobile telephone that will be powered on during the whole transport to ensure communication between the Company and the Company staff, and the AMCO Electronic Verification System and the Company's inventory tracking system.

All completed Transportation Forms, trip manifest documents, and any other documents related to the transportation of cannabis shall be kept as part of the Company's regular business records as required by 3 AAC 306.755.

The facility will use certified scales in compliance with the Alaska Weights and Measures Act, and will maintain registration and inspection reports at the facility. Upon request by the AMCO, Ownership will provide a copy of the registration and inspection reports of the certified scales for review. If the facility transports marijuana to a retail or manufacturing establishment, a label must be affixed to the shipping container showing that a licensed marijuana testing facility has tested each harvest batch in the shipment. Prior to departure, the manager will ensure all marijuana is in sealed packages, and locked in a safe, and secure storage compartment in the vehicle that will be transporting the marijuana. All marijuana transported will be identified in the and accompanied with a trip manifest report as required by AMCO regulations.

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

Vehicles that will be used for transportation of marijuana products will contain a secure and sanitary area affixed to the inside of the transportation vehicle that will lock and will ensure the marijuana products cannot be seen by anyone from outside of the transportation vehicle. Any vehicle transporting cannabis products will be unmarked and inconspicuous. The inside of the lockbox will be sanitized prior to every transportation trip. The secure storage area within the transportation vehicle will be sanitized before and after each use. Prior to departure, the manager will ensure all marijuana is in sealed packages, and locked in the safe and secure storage compartment in the transport vehicle. All employees will be trained and will understand that under no circumstances (absent instruction from a duly authorized law enforcement officer) shall a sealed package containing marijuana be opened during transportation. The vehicle storage box will be a rectangular box arranged for mounting in a standard pickup truck bed to extend there across, and will include an two independent storage compartments. There will be a first larger storage compartment and a second smaller storage compartment which is locked within the interior of the first storage compartment. The structures will be formed of steel, or like materials. The second storage compartment is adapted for holding elongated, flat articles such as tools, guns, fishing rods, or other appropriate items. The second storage compartment will be hinged to the interior of the lid of the larger storage compartment, and the second storage compartment will be accessed only when the first storage compartment is opened and the second storage compartment is unlocked.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Signage and Advertising

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

The facility will fix and display all required postings on, around, and within the facility, and maintain the visibility and quality of such postings, with up to date information, including: (1) operating hours, (2) certificate of occupancy from the city and/or borough, (3) the State of Alaska marijuana establishment license certificate (to be displayed prominently), (4) approval to operate a cultivation facility, (5) "No Loitering" sign on the front door, (6) "Surveillance Cameras In Use" sign, (7) "Restricted Access" signs, and (8) any required postings by the local jurisdiction such as Exit and Fire Extinguisher signs. There will not be any advertisement sign-age on this facility.

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

☒ ☐

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

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

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

☒☐

On or in a public transit vehicle or public transit shelter

☒☐

On or in a publicly owned or operated property

☒☐

Within 1000 feet of a substance abuse or treatment facility

☒☐

On a campus for post-secondary education

☒☐

Signage and Promotional Materials:

Agree Disagree

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

☒☐

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

☒☐

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

☒☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 8 – Control Plan for Persons Under the Age of 21

Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

The facility will refuse entrance to any person who does not produce a form of valid photo identification showing that person is twenty one (21) years of age or older. A valid form of identification includes: (1) an unexpired, unaltered passport; (2) an unexpired, unaltered driver's license; instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province of Canada; and (3) an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. At no time will a person under the age of twenty one (21) be permitted to remain on the premises. If at any time an employee suspects that a person is a minor, the employee will refuse access and have the individual escorted off the premises and local law enforcement will be notified if necessary. Alaskan Bloom management will also keep a log of this type of activity and record the event in the log, which will be available to AMCO for inspection at its request.

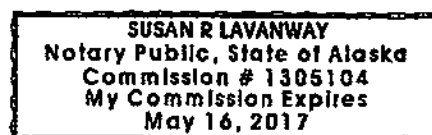
In any event, this is a cultivation facility, therefore the only persons who will be granted access to the facility will be known persons who are previously scheduled to visit and have a legitimate business purpose for the visit. The facility will not be open to the public for tours or for any other reason.

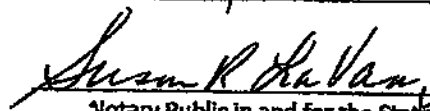
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee

Lisa Bloom
Printed name

Subscribed and sworn to before me this 23rd day of May, 2016.




Notary Public in and for the State of Alaska.

My commission expires: May 16, 2017



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



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:	Alaskan Blooms, LLC	License Number:	10073		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKAN BLOOMS, LLC				
Physical Address:	2448 Arvilla St.				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Gene Bloom				
Email Address:	alaskanblooms@gmail.com				

Section 2 – Attached Items

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

Attached Items:	
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OFFICE USE ONLY

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

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

What additional information is required for cultivation facilities?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Cultivation plan
- Odor control
- Testing procedure and protocols
- Security

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

Section 1 – Establishment Information

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

Licensee:	Alaskan Blooms, LLC	License Number:	10073
License Type:	Standard Cultivation		
Doing Business As:	Alaskan Blooms, LLC		
Premises Address:	2448 Arvilla St.		
City:	Fairbanks	State:	ALASKA
		ZIP:	99709



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

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Phone: 907.269.0350

Section 2 – Prohibitions

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

The marijuana cultivation facility will not:

Agree Disagree

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

☒ ☐

Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its 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:

Mother Room: 400 sq.ft. 25-50 plants
Veg Room= 1000 sq. ft. with 2550 plants in various stages of veg. (700 clone, 700 in 4" re-pot, 600 in 6" re-pot, 550 in last re-pot before bloom begins).
Bloom Rooms are 530 sq. ft x 3 = 1591 sq ft.
Total cultivation area is approximately 3000 sq ft.



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:

Alaskan Blooms will be using soil as our grow medium and method. We use all non-toxic, organic soil and soil amenities including plant food, mold/mildew control, and pesticide control. The soil is a superior coconut-based planting mix. With Vital Earth's® Coconut Pith, the holding capacity of the extra-long strands of burgundy extra-low saline content coconut coir, creates a viable water-to-air ratio. We use these products from seedling to harvest. The AlgaeMix is a 100% organic algae-extract composed of the brown deep sea-algae. This bio-organic fertilizer is also be used as foliar feed. AlgaeMix stimulates an optimal root development, heals and prevents mineral deficiencies and effectively controls and protects from diseases. The product also regulates the absorption of other nutrients.

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

We use all non-toxic, organic soil and soil amenities including plant food, mold/mildew control, and pesticide control. The brand is Bio Nova will use Bio Nova exclusively for nutrients and SNS 209 Systemic Insect Control for pest control. The products are not pesticides in the chemical sense, but rather an organic alternative that uses of herbs such as rosemary and lavender (Safety Data Report available on request of AMCO). The facility will utilize CO2 to increase production. Alaskan Blooms will enrich all plant rooms with CO2, maintaining levels between 1500-2000 parts per million, with audible and visual alarming systems that will trigger should CO2 concentrations elevated to dangerous levels.

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

All plants will be watered by hand to ensure each plant receives no more, or no less, water than needed on a daily basis. Based on previous implementations of this cultivation methodology, Alaskan Blooms expects to use roughly 375 gallons of water a day in watering all plants. Water will be filtered through a double filtration system from Urban Ag. Along with filtering source water for plant feeding, this filtration setup will be used to filter waste runoff water occurring from feeding. Water will be stored in a 2500 gallon tank, and filtered prior to being delivered to the cannabis plants. Delivery to the plants will be done by hand to ensure consistency and increase efficiency. The water used on the cannabis plants will be mostly absorbed by the plant itself, any runoff water will be captured in trays upon which the plants will sit in during the entire cultivation process. All runoff water will be captured by the trays and none of the runoff water will reach the floor, which will negate any possibility of runoff non-domestic water entering into the domestic wastewater drain infrastructure. Instead, the runoff water from the cannabis plants will be captured by the trays and then transferred completely back into the tank and be filtered and then 100% recycled by means of the water being pumped back into the water filtration system which will essentially circulates the wastewater from the plant trays, back to a 2500 gal tank that is kept inside the facility and used only for the controlled use of watering the cannabis plants, recapturing runoff water, and reusing 100% of the same for the same limited and controlled purpose. The water is purified and then sent back to the watering tanks and filled again as needed. All water is contained, filtered, purified, and recycled inside of the tanks/filtration system.



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. To ensure that marijuana products are safely kept away from the public, cultivation facilities must render the products unusable before disposal.

The Disposal Plan is safe, secure, and complies with all federal, state, and local laws, regulations, and codes. It is a model that has been thoroughly tested and implemented in other jurisdictions, serving the needs of cultivation facilities, governing bodies, and most importantly, marijuana consumers.

Building on the successful disposal methods and techniques of cultivation facilities in Colorado and Washington, Alaskan Blooms will ensure that all marijuana is rendered unusable prior to leaving the Cultivation Facility. Once flagged for disposal, all marijuana and marijuana products will be secured and destroyed by grinding the material and incorporating the remains with compostable or non-compostable solid wastes until the resulting mixture is, at a minimum, fifty percent (50%) non-marijuana waste.

1. Non-Compostable Solid Wastes.

Alaskan Blooms will use the following non-compostable solid waste for safe disposal of marijuana waste:

- a. Paper waste;
- b. Plastic waste;
- c. Cardboard waste; and/or
- d. Soil.

Disposal Records in the Inventory Control System.

All marijuana rendered unusable and disposed of will be tracked using the Metrc system. Upon identifying any plant, batch of plants, or any quantity of marijuana for disposal, the plant(s) or item will immediately be marked in the Metrc system for disposal. Upon rendering the plant(s) or item unusable, the following information will be recorded in the Metrc system:

1. A description of and reason for the marijuana being disposed of, including, if applicable, the number of failed or other unusable marijuana plants and the weight of the plant(s) or item(s);
2. The date of disposal;
3. Confirmation that the marijuana was rendered unusable before disposal;
4. The method of disposal; and
5. The name and permit number of the agent responsible for disposal.

Continued on additional page at pg. 8.

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:

The Bloom family owns the surrounding four acres (including the entire Site) – it is unlikely that any order, noise or light would cause any neighbors issues. The flower and processing rooms are well insulated and sealed and it is unlikely any odor will seep out of the facility. However, in the event that odor becomes an issue and does leak out of the facility, Alaskan Blooms will, if necessary, install activated carbon filter exhaust fans on each floor and discharging the air through the roof ventilation.

The flower and processing rooms are well insulated and sealed and it is unlikely any odor will seep out of the facility. We use Opticlimat 15000pro3S Single Phase Air Filtration Systems that allow no odor to be emitted outside.



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:

Alaskan Blooms will comply with all testing and sampling required under the Alaska Administrative Code and the regulations adopted by AMCO. All harvested batches of marijuana intended for sale to licensed marijuana establishments will be tested by a licensed testing facility before the products are packaged and labeled for transport. The importance of this is to not only determine the potency of various cannabinoids of the marijuana, but to ensure that no molds, fungi, pesticides, or any other contaminants are found that may be harmful to consumers. The following are the policies and procedures for providing marijuana samples to a testing facility for processing.

Batch Testing - Immediately before packaging, a random sample from each batch of marijuana cultivated at the Cultivation Facility will be selected for testing. 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 facility returns the results of the testing to the Cultivation Facility.

Selecting a Sample of Marijuana for Testing - The Cultivation Facility will work with the testing facility to establish and document a written method for selecting samples. All members of the Quality Control Unit "QCU" will be trained in how to take a random sample from each batch of marijuana products created at the Cultivation Facility. All members of the QCU will file an attestation with AMCO that they will be collecting random samples for testing on behalf of the Cultivation Facility.

Sample size of usable marijuana for required testing will be no larger than twelve (12) grams. Samples will be tested for: cannabinoids, terpenoids, microbial contaminants, mycotoxins, metals, and pesticide chemical residue, residual solvents levels, and an active ingredient analysis. The QCU agent will select a sample and will 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 will be certified in compliance with AS 45.75.080, the Alaska Weights and Measures Act. The QCU will be responsible for maintaining 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 facility. After being packaged, the sample will be labeled.

Finally, the agent selecting the sample will prepare a signed statement showing that each sample has been randomly selected for testing and provide the signed statement to the marijuana testing facility.

Labeling the Sample to be sent for Testing - Whether the marijuana sample is delivered to or picked up by a testing facility, each sample will be labeled with the name of the Cultivation Facility, the Cultivation Facility's license number, batch number, weight, and name of the marijuana product.

Remainder of response to this question attached to on supplementary information document.



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

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

Section 6 – Security

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

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

The marijuana cultivation facility applicant has:

Agree Disagree

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

☒ ☐

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

☒ ☐

Restricted Access Area (3 AAC 306.430):

Yes No

Will the marijuana cultivation facility include outdoor production?

☐ ☒

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



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

The facility will be outfitted with reinforced security walls to separate all public areas of the premises from all cultivation areas, marijuana processing and storage areas, and restricted access areas. No individuals will be permitted on the premises without checking in with and being escorted by an authorized employee. No marijuana, marijuana product, or marijuana plants will be visible from any window or door that opens to the general public. All movement, transport, or otherwise ingress or egress of marijuana products will be discrete, utilizing the designated loading platform. All marijuana products will be securely packaged, labeled, and organized for transport within the facility before being moved out of the buildings.

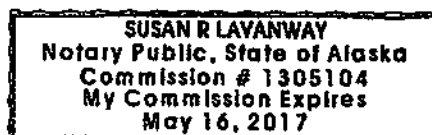
I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

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

Jane Bloom
Printed name

Subscribed and sworn to before me this 23rd day of May, 2016.




Notary Public in and for the State of Alaska.

My commission expires: May 16, 2017



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

(Additional Space as Needed):

Continued from page 3: Waste Arrangements :

(2)Compostable Solid Wastes.

Alaskan Blooms will use the following compostable solid waste for safe disposal of marijuana waste:

a. Food waste; b. Yard waste; and/or c. Vegetable-based grease or oils.

C. Security, Inspection, and Tracking of Marijuana Waste.

Ownership and Management will give at least three (3) days notice to the MC Board before disposing of any marijuana waste by logging the affected products in the marijuana inventory tracking system, Metrc.

Prior to being removed from the Cultivation Facility, all marijuana waste will be inspected and the composition of the final disposal mixture will be recorded. Management will ensure that the final disposal mixture is composed of no more than fifty percent (50%) marijuana waste by volume.

This grinding method will be used a minimum of once per day, before the Cultivation Facility closes. Once rendered unusable, marijuana will be securely stored in locked dumpsters located in a locked room inside the Cultivation Facility, and all locks will comply with the highest standards of the UL standards. Only authorized personnel will have access to the room where the dumpsters are kept. The disposed marijuana will not be stored outside the Cultivation Facility at any time.

Management will make arrangements with the waste collection company if ever the dumpsters are full prior to pick-up. To ensure tracking and prevent against 'diversion' activity, Management will be present at the time of waste collection, will collect the name and signature of the waste truck driver, and will record the date, time, and the type of marijuana waste being collected.

Management 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, composition of the disposal mixture, the date that it was picked up by a waste collection company, and the final destination of the waste material. Records of all disposal information and waste collection will be maintained by Management, securely stored at the Cultivation Facility, and made available to the MC Board upon request.

D. Compliance with Disposal Regulations.

Alaskan Blooms will comply with all of the federal, state, and borough laws, regulations, and codes, as set forth and amended from time to time, with regard to marijuana waste disposal.

The grinding method for disposal is the approved method to render marijuana waste unusable by the Alaska Administrative Code and the MC Board. This technique has been deemed to be safe for disposal, and its reliability and safety have been proven through its use in other jurisdictions across the nation.

Alaskan Blooms will utilize the standards set by the MC Board, and in the absence of such standards, will adhere to the strictest standards set by comparable jurisdictions that have been proven and tested. Alaskan Blooms aims to cultivate and process marijuana using only the safest, most dependable, and MC Board-approved methods for every step of the process. If at any time the MC Board or the Fairbanks North Star Borough implements or approves a different type of disposal method than the one described in the Disposal Plan, Alaskan Blooms will take immediate action to ensure that it complies with all of the MC Board's requirements.

E. Hazardous Waste.

Any hazardous waste will be identified and disposed of in accordance with all of the federal, state, and borough laws, regulations, and codes, as set forth and amended from time to time. Hazardous waste includes solids, semi-solids, liquids, or contained gases which cause or significantly contribute to an increase in mortality or serious irreversible or incapacitating illness, or pose a substantial hazard or potential hazard to human health, public safety or the environment when given improper treatment, storage, transportation, disposal, or other management. Hazardous waste also includes waste identified as hazardous by the Alaska Administrative Code. Hazardous waste includes, among other wastes, toxins, corrosives, flammable materials, irritants, strong sensitizers and materials which generate pressure by decomposition, heat or otherwise.

EXHIBIT A – License No. 10073



ALASKAN BLOOM CULTIVATION FACILITY –
EMPLOYEE

[INSERT PICTURE]

MJ HANDLER CARD: XXXXXX
2448 ARVILLA ST.
FAIRBANKS, AK

License No. 10073



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Alaskan Blooms, LLC	License Number:	10073		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKAN BLOOMS, LLC				
Physical Address:	2448 Arvilla St.				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Gene Bloom				
Email Address:	alaskanblooms@gmail.com				

Section 2 – Attached Items

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

Attached Items:	
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OFFICE USE ONLY

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

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

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

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

Section 1 – Establishment Information

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

Licensee:	<i>Alaskan Blooms LLC</i>	License Number:	<i>10073</i>
License Type:	<i>Standard Indoor Cultivation Unlimited</i>		
Doing Business As:	<i>Alaskan Blooms</i>		
Premises Address:	<i>2448 Arville St.</i>		
City:	<i>Fairbanks</i>	State:	ALASKA
		ZIP:	<i>99701</i>

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: *2/26/16* End Date: *3/11/16*

Other conspicuous location: *Fred Meyers Airport Rd*

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 *4th* day of *April*, 20*16*.

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

My commission expires: *May 16, 2017*



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
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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.

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

Licensee:	Alaskan Blooms, LLC	License Number:	10073		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKAN BLOOMS, LLC				
Physical Address:	2448 Arvilla St.				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Gene Bloom				
Email Address:	alaskanblooms@gmail.com				

Section 2 – Attached Items

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

Attached Items:	
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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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-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:	Alaskan Blooms LLC		License Number:	10073	
License Type:	Standard Indoor Cultivation Unlimited				
Doing Business As:	Alaskan Blooms				
Premises Address:	2448 Arvilla St				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: Fairbanks Mayors Office Date Submitted: 4/3/16
Community Council: FNSB Assembly Clerks Office Date Submitted: 4/3/16
(Municipality of Anchorage and Matanuska-Susitna Borough only) FNSB Admin Center Date Submitted: 4/8/16

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 4th day of April, 2016.

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

My commission expires: May 16, 2017



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:	Alaskan Blooms, LLC	License Number:	10073		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKAN BLOOMS, LLC				
Physical Address:	2448 Arvilla St.				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Gene Bloom				
Email Address:	alaskanblooms@gmail.com				

Section 2 – Attached Items

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

Attached Items:	
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OFFICE USE ONLY

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

Form MJ-09: Statement of Financial Interest

What is this form?

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

This form must be completed and submitted to AMCO's main office by each proposed licensee or affiliate before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Alaskan Blooms LLC		License Number:	10073	
License Type:	Standard Indoor Cultivation Unlimited				
Doing Business As:	Alaskan Blooms				
Premises Address:	2448 Arvilla St.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Cynthia Bloom
Title:	Principal / CFO
SSN:	[REDACTED]



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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

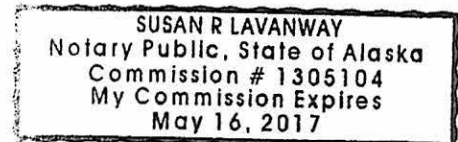
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Cynthia Bloom
Signature of licensee/affiliate

Subscribed and sworn to before me this 4th day of April, 2016.

Susan R Lavanway
Notary Public in and for the State of Alaska.

My commission expires: May 16, 2017





Alaska Marijuana Control Board

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

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

Licensee:	Alaskan Blooms LLC		License Number:	10073	
License Type:	Standard Indoor Cultivation Unlimited				
Doing Business As:	Alaskan Blooms				
Premises Address:	2448 Arvilla St.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Gene Bloom
Title:	Principal / CEO
SSN:	[REDACTED]



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

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Phone: 907.269.0350

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Signature of licensee/affiliate

Subscribed and sworn to before me this 4th day of April, 2016.



Notary Public in and for the State of Alaska.

My commission expires: May 16, 2017

SUSAN R LAVANWAY
Notary Public, State of Alaska
Commission # 1305104
My Commission Expires
May 16, 2017



Alaska Marijuana Control Board

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

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License Type:	Standard Indoor Cultivation Unlimited				
Doing Business As:	Alaskan Blooms				
Premises Address:	2448 Arvilla St.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Linden Anson	
Title:	Principal / CEO	
SSN:	[REDACTED]	



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Alcohol and Marijuana Control Office

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Anchorage, AK 99501

marijuana.licensing@alaska.gov

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Phone: 907.269.0350

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Notary Public in and for the State of Alaska.

My commission expires: May 16, 2017

SUSAN R LAVANWAY
Notary Public, State of Alaska
Commission # 1305104
My Commission Expires
May 16, 2017



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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Licensee:	Alaskan Blooms, LLC	License Number:	10073		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKAN BLOOMS, LLC				
Physical Address:	2448 Arvilla St.				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Gene Bloom				
Email Address:	alaskanblooms@gmail.com				

Section 2 – Attached Items

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

Attached Items:	
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OFFICE USE ONLY

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

THIS AGREEMENT made this 13th Day of June, 2016, by and between Bloom Enterprises, Inc, herein called "Landlord," and ALASKAN BLOOMS LLC, herein called "Tenant." Landlord hereby agrees to rent to Tenant the dwelling located at 2448 Arvilla Street, Fairbanks AK 99709 under the following terms and conditions.

1. **RENT:**
Tenant agrees to pay Landlord as base rent the sum of \$ 7,000.00 per month, due and payable monthly in advance on the 1st day of each month during the term of this agreement. The first month's rent is required to be submitted on or before move-in.
2. **FORM OF PAYMENT:**
Tenants agree to pay their rent in the form of a personal check, a cashier's check, or a money order made out to the Landlord.
3. **RENT PAYMENT PROCEDURE:**
Tenants agree to pay their rent by mail addressed to the Landlord, 1162 Park Drive, Fairbanks AK 99709, or in person at the same address, or in such other way as the Landlord will advise the Tenant in writing.
4. **RENT DUE DATE:**
Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement. We allow for a 10 day grace period. In the event rent is not received prior to the 10th of the month, Tenant agrees to pay a \$25 late fee, plus an additional \$5 per day for every day thereafter until the rent is paid. Neither ill health, loss of job, financial emergency, or other excuses will be accepted for late payment.
5. **BAD-CHECK SERVICING CHARGE:**
In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a returned check charge of \$25 AND accept whatever consequences there might be in making a late payment. If for any reason a check is returned or dishonored, all future rent payments will be cash or money order.
6. **SECURITY DEPOSIT:**
Tenants hereby agree to pay a security deposit of \$ N/A to be refunded upon vacating, returning the keys to the Landlord and termination of this contract according to other terms herein agreed. This deposit will be held to cover any possible damage to the property. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by Landlord until at least thirty (30) working days after Tenants have vacated the property. At that time Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for missing/dead light bulbs, repairs, cleaning, etc., will then be returned to Tenant with a written explanation of deductions, within 60 days after they have vacated the property.
7. **CLEANING FEE**
Tenant hereby agrees to accept property in its present state of cleanliness. They agree to return the property in the same condition or pay a \$200.00 minimum cleaning fee if the Landlord has to have the property professionally cleaned.
8. **REMOVAL OF LANDLORD'S PROPERTY:**
If anyone removes any property belonging to Landlord without the express written consent of the Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

9. CHANGES IN TERMS OF TENANCY:

Owners shall advise Tenants of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

10. TENANT COOPERATION:

Tenant agrees to cooperate with the Landlord is showing property to prospective tenants, prior to termination of occupancy.

11. TENANT INSURANCE:

Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Tenants agree to purchase insurance – at their own expense – sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

12. ABANDONMENT:

If Tenants leave the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at the Tenant's expense.

13. LOCK POLICY:

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at tenants' expense, before they are installed.

14. LOCKOUTS:

Should tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon professional locksmith or the Owners to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Owners charge a fee of \$15 for providing this service between the hours of 8 a.m. and 6 p.m., Monday through Friday, excepting holidays, and a fee of \$25 for all other times. This fee is due and payable when the service is provided.

15. CONDITION OF PREMISES:

The Tenants hereby acknowledge that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to the Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

16. INVENTORY AND INSPECTION RECORD:

An inventory and inspection Record has been provided for the Tenants' use. Only after this has been filled out (within the 3-day time limit) will the Landlord take any action to complete necessary repairs. Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will either be in working order or will be repaired once the Tenants have completed the Inspection and Inventory Record. Tenants are encouraged to report any necessary repairs, no matter how slight, in writing, but they are advised that Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

17. BALCONIES AND PORCHES:

If your unit has a balcony, deck, or porch do not allow more than two people on the structure at one time.

18. TENANT RESPONSIBILITY:

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in a sanitary condition. The Tenants agree not to permit any deterioration or destruction to occur while they are occupying the property.

19. ALTERATIONS:

Tenant shall make no alterations, decorations, additions, or improvements in or to the premises without Landlords' prior written consent, and then only by contractors or mechanics, or other approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

They acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow or water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

20. UTILITIES:

Resident will be responsible for payment of all utilities, telephone, gas, or other bills incurred during their residency. They specifically authorize Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. The Landlord/Owner agrees to only pay water, garbage, and sewer bills.

SERVICES. Landlord shall be responsible for the following utilities and services in connection with the premises

- Water and sewer
- Garbage and trash disposal

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Gas
- Heating
- Telephone
- All other utilities and services not listed under the Landlords responsibility

Tenant acknowledges that Landlord has fully explained to the Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

21. NOTIFICATION OF SERIOUS BUILDING PROBLEMS:

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity. Tenants also agree to notify the Owners immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc. If the tenant does not notify landlord in a prompt matter the tenant may be held financially responsible.

22. REASONABLE TIME FOR REPAIRS:

Upon being notified by Tenants that there is some building defect in which is hazardous to health, life, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts or for any other reason beyond the Owners' control, Owners agree to keep Tenants informed about the progress of work.

23. DRAIN STOPPAGES:

As of the date of this Agreement, Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is

called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time & money with repairs.

24. NON-LIABILITY:

The Tenants hereby state that work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations and have written approval from the landlord. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help.

25. ACCESS TO PREMISES:

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to prospective residents, purchasers, workmen, or contractors. Whenever practicable, a two-day notice of the Owner's intent to enter shall be given to the Resident.

26. SUBLETTING & ASSIGNMENT:

Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining Landlords' written permission. Prospective sublessees or assignees must submit an application to the Landlord and must agree to credit, background, reference, and employment verification as well as the obligation to pay a non-refundable \$25 application fee. Permission to sublease will be determined by the sole discretion of the Landlord.

27. TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 45 days written notice to Tenant that the Premises have been sold.

28. WAIVER:

All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

29. TERMS:

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

30. FULL DISCLOSURE:

The Tenants signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgement and he/she has received a signed copy of the Rental Agreement.

Accepted this 13th day of June, 20 16.

Alaskan Blooms LLC

Alaskan Blooms LLC 6/13/16
Tenant Date

Susan R. Vary 6/13/16
Landlord-Manager Date

RENTAL AGREEMENT

THIS AGREEMENT made this 1st Day of February, 2016, by and between Bloom Enterprises, Inc, herein called "Landlord," and Alaskan Blooms herein called "Tenant." Landlord hereby agrees to rent to Tenant the dwelling located at 2448 Arvilla Street, Ste A, Fairbanks AK 99709 under the following terms and conditions.

1. RENT:

Tenant agrees to pay Landlord as base rent the sum of \$ 1,000.00 per month, due and payable monthly in advance on the 1st day of each month during the term of this agreement. The first month's rent is required to be submitted on or before move-in.

2. FORM OF PAYMENT:

Tenants agree to pay their rent in the form of a personal check, a cashier's check, or a money order made out to the Landlord.

3. RENT PAYMENT PROCEDURE:

Tenants agree to pay their rent by mail addressed to the Landlord 1162 Park Drive, Fairbanks AK 99709, or in person at the same address, or in such other way as the Landlord will advise the Tenant in writing.

4. RENT DUE DATE:

Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement. We allow for a 10 day grace period. In the event rent is not received prior to the 10th of the month, Tenant agrees to pay a \$25 late fee, plus an additional \$5 per day for every day thereafter until the rent is paid. Neither ill health, loss of job, financial emergency, or other excuses will be accepted for late payment.

5. BAD-CHECK SERVICING CHARGE:

In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a returned check charge of \$25 AND accept whatever consequences there might be in making a late payment. If for any reason a check is returned or dishonored, all future rent payments will be cash or money order.

6. SECURITY DEPOSIT:

Tenants hereby agree to pay a security deposit of \$ N/A to be refunded upon vacating, returning the keys to the Landlord and termination of this contract according to other terms herein agreed. This deposit will be held to cover any possible damage to the property. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by Landlord until at least thirty (30) working days after Tenants have vacated the property. At that time Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for missing/dead light bulbs, repairs, cleaning, etc., will then be returned to Tenant with a written explanation of deductions, within 60 days after they have vacated the property.

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19. ALTERATIONS:

Tenant shall make no alterations, decorations, additions, or improvements in or to the premises without Landlords' prior written consent, and then only by contractors or mechanics, or other approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

They acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow of water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

20. UTILITIES:

Resident will be responsible for payment of all utilities, telephone, gas, or other bills incurred during their residency. They specifically authorize Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. The Landlord/Owner agrees to only pay water, garbage, and sewer bills.

SERVICES. Landlord shall be responsible for the following utilities and services in connection with the premises

- Water and sewer
- Garbage and trash disposal

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Gas
- Heating
- Telephone
- All other utilities and services not listed under the Landlords responsibility

Tenant acknowledges that Landlord has fully explained to the Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

21. NOTIFICATION OF SERIOUS BUILDING PROBLEMS:

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity. Tenants also agree to notify the Owners immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc. If the tenant does not notify landlord in a prompt matter the tenant may be held financially responsible.

22. REASONABLE TIME FOR REPAIRS:

Upon being notified by Tenants that there is some building defect in which is hazardous to health, life, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts or for any other reason beyond the Owners' control, Owners agree to keep Tenants informed about the progress of work.

23. DRAIN STOPPAGES:

As of the date of this Agreement, Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is

called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time & money with repairs.

24. NON-LIABILITY:

The Tenants hereby state that work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations and have written approval from the landlord. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help.

25. ACCESS TO PREMISES:

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to prospective residents, purchasers, workmen, or contractors. Whenever practicable, a two-day notice of the Owner's intent to enter shall be given to the Resident.

26. SUBLETTING & ASSIGNMENT:

Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining Landlords' written permission. Prospective sublessees or assignees must submit an application to the Landlord and must agree to credit, background, reference, and employment verification as well as the obligation to pay a non-refundable \$25 application fee. Permission to sublease will be determined by the sole discretion of the Landlord.

27. TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 45 days written notice to Tenant that the Premises have been sold.

28. WAIVER:

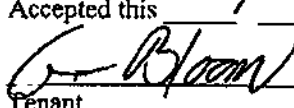
All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.


29. TERMS:

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

30. FULL DISCLOSURE:

The Tenants signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgement and he/she has received a signed copy of the Rental Agreement.

Accepted this 1st day of February, 20 16.

 Tenant Date 2-1-16

Tenant Date

 Landlord-Manager Date 2/1/16



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:	Alaskan Blooms, LLC	License Number:	10073		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKAN BLOOMS, LLC				
Physical Address:	2448 Arvilla St.				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Gene Bloom				
Email Address:	alaskanblooms@gmail.com				

Section 2 – Attached Items

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

Attached Items:	
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OFFICE USE ONLY

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

ALASKAN BLOOMS, LLC
an Alaska limited liability company

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**OPERATING AGREEMENT
OF
ALASKAN BLOOMS, LLC
an Alaska limited liability company**

THIS OPERATING AGREEMENT (this “Agreement”) is entered into to be effective as of the 23 day of February, 2016 (the “Effective Date”), by and among each of the persons listed on Exhibit A and executing this Agreement, or a counterpart thereof, as Members of ALASKAN BLOOMS, LLC, an Alaska limited liability company (the “Company”).

**Section I
Formation; Name and Office; Purpose**

1.1. *Formation.* Pursuant to the Alaska Revised Limited Liability Company Act, A.S. Sections 10.50.010 through 10.50.995 (the “Act”), the parties have formed an Alaska limited liability company effective upon the filing of the Articles of Organization of this Company (the “Articles”) with the State of Alaska Department of Commerce, Community, and Economic Development. The parties have executed this Agreement to serve as the “Operating Agreement” of the Company, as that term is defined in A.S. Section 10.50.095, and, subject to any applicable restrictions set forth in the Act, the business and affairs of the Company, and the relationships of the parties to one another, shall be operated in accordance with and governed by the terms and conditions set forth in this Agreement. By executing this Agreement, the Members certify that those executing this Agreement constitute all of the Members of the Company at the time of its formation. The parties agree to execute all amendments of the Articles, and do all filing, publication, and other acts as may be appropriate from time to time hereafter to comply with the requirements of the Act.

1.2. *Name and Known Place of Business.* The Company shall be conducted under the name of ALASKAN BLOOMS, LLC, and the known place of business of the Company shall be at 2448 Arvilla St., Fairbanks, AK 99709, or such other place as the Members may from time to time determine.

1.3. *Purpose.* The purpose and business of this Company shall be to cultivate, process, and manufacture marijuana and related products, and any other lawful purpose as may be determined by the Members. The Company shall have the power to do any and all acts and things necessary, appropriate, or incidental in furtherance of such purpose.

1.4. *Treatment as a Partnership.* It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a partnership for federal income tax purposes, but that the Company shall not be operated or treated as a

partnership for purposes of the federal Bankruptcy Code. No Member shall take any action inconsistent with this intent.

Section II Definitions

The following terms shall have the meanings set forth in this Section II:

“Act” means the Alaska Revised Limited Liability Company Act, A.S. Sections 10.50.010 through 10.50.995, as amended from time to time (or any corresponding provisions of succeeding law).

“Affiliate” means, with respect to any Interest Holder or Member, any Person: (i) who is a member of the Interest Holder’s or Member’s Family; (ii) which owns more than ten percent (10%) of the voting or economic interests in the Interest Holder or Member; (iii) in which the Interest Holder or Member owns more than ten percent (10%) of the voting or economic interests; or (iv) in which more than ten percent (10%) of the voting or economic interests are owned by a Person who has a relationship with the Interest Holder or Member described in clause (i), (ii), or (iii) above.

“Capital Contribution” means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by an Interest Holder, net of liabilities secured by the contributed Property that the Company is considered to assume or take subject to under Section 752 of the Code.

“Cash Flow” means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Members. Cash Flow shall be increased by the reduction of any reserve previously established.

“Event of Withdrawal” means those events and circumstances listed in Section 10.50.220 and 10.50.225 of the Act provided, however, that following an Event of Withdrawal described in Section 10.50.220 and 10.50.225(4) of the Act the Member shall remain a Member until it ceases to exist as a legal entity.

“Family” means a Person’s spouse, lineal ancestor, or descendant by birth or adoption, sibling, and trust for the benefit of such Person or any of the foregoing.

"Fiscal Year" or "Annual Period" means the fiscal year of the Company, as determined under Section V.

"Interest" means a Person's share of the Profits and Losses (and specially allocated items of income, gain, and deduction) of, and the right to receive distributions from, the Company.

"Interest Holder" means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

"Involuntary Transfer" shall include, without limitation, any Transfer of a Member or Interest Holder's Interest pursuant to any order of any court relating to any petition for divorce, legal separation, marital dissolution, or annulment, or any guardianship, conservatorship, or other protective proceeding.

"Majority in Interest" means one or more Members who own, collectively, a simple majority of the Percentage Interests held by Members.

"Majority of the Members" means one or more of the Members, regardless of the Percentage Interest held by the Members.

"Member" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company until such time as an Event of Withdrawal has occurred with respect to such Member.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) Interest, (ii) right to inspect the Company's books and records, and (iii) right to participate in the management of and vote on matters coming before the Company.

"Percentage Interest" means, as to a Member, the percentage set forth after the Member's name on **Exhibit A**, as amended from time to time, and, as to an Interest Holder who is not a Member, the Percentage of the Member whose Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Interest.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Property" means all real and personal property (including cash) acquired by the Company, and any improvements thereto.

“Transfer” means, when used as a noun, any voluntary or involuntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily or involuntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

Section III Capital Contributions

3.1. *Capital Contributions.*

3.1.1. *Initial Capital Contributions.* Upon the execution of this Agreement, the Members have or shall make contributions to the capital of the Company as set forth in **Exhibit A** attached hereto and by this reference made a part hereof.

3.1.2. *Additional Capital Contributions.* No Member shall be required to contribute any additional capital to the Company, and no Member shall have any personal liability for any obligation of the Company.

3.2. *Withdrawal or Return of Capital Contributions.* Except as specifically provided in this Agreement, no Interest Holder shall have the right to withdraw or reduce the Capital Contributions he or she makes to the Company. Upon dissolution of the Company or liquidation of his or her interest in the Company, each Interest Holder shall look solely to the assets of the Company for return of his or her Capital Contributions and, if the Company’s property remaining after the payment or discharge of the debts, obligations, and liabilities of the Company is insufficient to return the Capital contributions of each Interest Holder, no Interest Holder shall have any recourse against the Company, any Interest Holder, or Member except for gross negligence, malfeasance, bad faith, or fraud.

3.3. *Form of Return of Capital.* Under circumstances requiring a return of any Capital Contributions, no Interest Holder shall have the right to receive property other than cash except as may be specifically provided herein.

3.4. *Salary or Interest.* Except as otherwise expressly provided in Section V of this Agreement, no Interest Holder shall receive any interest, salary, or drawing with respect to his or her Capital Contributions or his or her Capital Account, or for services rendered on behalf of the Company.

3.5. *Member Loans.* If the Members determine that the Company requires additional capital to carry out the purposes of the Company, the Members shall have the

right, but not the obligation, to make loans to the Company (a "Member Loan"). Such Member Loans shall be made by the Members willing to make such Member Loans *pro rata* based on their Percentage Interests unless the Members willing to make such Member Loans agree otherwise.

3.6. *Terms of Member Loans.* All Member Loans made pursuant to Section 3.5 shall bear interest at the prime rate of interest as reported by *the Wall Street Journal - Western Edition*, shall be unsecured, and shall be repaid in full out of available funds of the Company before any distribution may be made to any Member. If more than one Member has made a Member Loan, repayment shall be made to each Member in proportion to the amount of principal each has advanced.

Section IV Distributions

4.1. *Distributions.* Except as otherwise provided in this Agreement, distributions shall be made to the Interest Holders at such times and in such amounts as determined by the Members. Distributions will be made to Interest Holders *pro rata*, in proportion to their Percentage Interests. Notwithstanding the other provisions of this Section, all Cash Flow for each Fiscal Year of the Company shall be distributed to the Interest Holders no later than seventy-five (75) days after the end of such Fiscal Year.

4.2. General.

4.2.1. *Form of Distribution.* In connection with any distribution, no Interest Holder shall have the right to receive Property other than cash except as may be specifically provided herein. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Interest Holders otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Members.

4.2.2. *Withholding.* All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Interest Holders for all purposes under this Agreement.

4.2.3. *Varying Interests; Distributions in Respect to Transferred Interests.* If any Interest is sold, assigned, or transferred in compliance with the provisions of this Agreement, all distributions on or before the date of such transfer shall be made to the

transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making distributions, and allocating Profits, Losses, and other items of income, gain, loss, and deduction pursuant to **Exhibit B** hereof, the Company shall recognize the transfer not later than the end of the calendar month during which it is given notice of such, provided that if the Company does not receive a notice stating the date such Interest was transferred and such other information as it may reasonably require within thirty (30) days after the end of the Fiscal Year during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the person who, according to the books and records of the Company, on the last day of the Fiscal Year during which the transfer occurs, was the owner of the Interest. Neither the Company nor any Interest Holder shall incur any liability for making allocations and distributions in accordance with the provisions of this Section, whether or not any Interest Holder or the Company has knowledge of any transfer of ownership of Interest.

Section V Management

5.1. *Management.* Subject to the rights under the Act or the provisions of this Agreement to approve certain actions, the business and affairs of the Company shall be managed exclusively by its Members. The Members shall direct, manage, and control the business of the Company to the best of their ability and, subject only to those restrictions set forth in the Act or this Agreement, shall have full and complete authority, power, and discretion to make any and all decisions and to do any and all things which the Members deem appropriate to accomplish the business and objectives of the Company. Each Member agrees not to incur any liability on behalf of the other Members or otherwise enter into any transaction or do anything which will subject the other Members to any liability, except in all instances as contemplated hereby.

5.2. *Certain Management Powers of the Member.* Without limiting the generality of Section 5.1, the Members shall have power and authority on behalf of the Company:

5.2.1. In the ordinary course of business, to acquire property from and sell property to any person as the Members may determine. The fact that a Member is directly or indirectly affiliated or connected with any such person shall not prohibit dealing with that Person;

5.2.2. Subject to approval by a Majority of the Members under Section 5.3.4, to use credit facilities and borrow money for the Company from banks, other lending institutions, the Interest Holders, or Affiliates of the Interest Holders, on such terms as approved by the Members, and in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the Company to secure repayment of the borrowed

sums. No debt or other obligation shall be contracted or liability incurred by or on behalf of the Company by the Member;

5.2.3. To purchase liability and other insurance to protect the Members and the Company's property and business;

5.2.4. Subject to approval by a Majority of the Members, to hold and own any Company real and personal property in the name of the Company or others as provided in this Agreement;

5.2.5. Subject to approval by a Majority of the Members, to execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes, and other negotiable instruments, mortgages, or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage, or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, and any other instruments or documents necessary, in the opinion of the Member, to accomplish the purposes of the Company;

5.2.6. To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company and compensate them from Company funds;

5.2.7. Except for the agreements described in Section 5.3.6 below, to enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Member may approve;

5.2.8. To vote any shares or interests in other entities in which Company holds an interest;

5.2.9. To do and perform all other acts as may be necessary or appropriate to accomplish the purposes of the Company; and

5.2.10. To take such other actions as do not expressly require the consent of any non-managing Members under this Agreement.

A Member may act by a duly authorized attorney-in-fact. Unless authorized to do so by this Agreement, no Member, agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

5.3. *Actions Requiring Approval of the Members.* In addition to those actions for which this Agreement specifically requires the consent of the Members, the following actions require approval by a Majority of the Members:

5.3.1. Amend this Agreement or the Articles, except that any amendments required under the Act to correct an inaccuracy in the Articles may be filed at any time;

5.3.2. Authorize the Company to make an assignment for the benefit of creditors of the Company, file a voluntary petition in bankruptcy, or consent to the appointment of a receiver for the Company or its assets; or

5.3.3. Approve a plan of merger or consolidation of the Company with or into one or more business entities;

5.3.4. Borrow money for the Company from banks, other lending institutions, the Interest Holders, Members, or Affiliates of the Interest Holders or to hypothecate, encumber, or grant security interests in the assets of the Company;

5.3.5. Sell or otherwise dispose of all or substantially all of the assets of the Company in a single transaction or a series of related transactions; or

5.3.6. Enter into any contract or agreement between the Company and any Member, Interest Holder, or Affiliate of a Member or Interest Holder without the consent of a Majority of the Members.

5.4. *Member Has No Exclusive Duty to Company.* The Members shall not be required to manage the Company as the Members' sole and exclusive function and the Members may engage in other business and investment activities in addition to those relating to the Company. Neither the Company nor any Interest Holder shall have any right, solely by virtue of this Agreement or its relationship to a Member or the Company, to share or participate in any such other investments or activities of the Members or to the income or proceeds derived therefrom. Members shall not have any obligation to disclose any such other investments or activities to the Interest Holders unless it actually or potentially adversely affects the business or property of the Company.

5.5. *Compensation and Expenses.* The Company may enter into management or employment contracts, under such terms and conditions and providing for such compensation as shall be approved by the Members as provided herein, with one or more Member or Interest Holders or Persons Affiliated with the Member or Interest Holders.

5.6. *Books and Records.* At the expense of the Company, the Members shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices and kept at the Company's known place of business and such other location or locations as the Members shall from time to time determine. At a minimum the Company shall keep at its known place of business the following records:

5.6.1. A current list of the full name and last known business, residence, or mailing address of each Member;

5.6.2. A copy of the initial Articles and all amendments thereto and restatements thereof;

5.6.3. Copies of the Company's federal, state, and local income tax returns and reports, if *any*, for the three most recent fiscal years;

5.6.4. Copies of this Agreement and all amendments hereto or restatements hereof, including any prior operating agreements no longer in effect;

5.6.5. Copies of any documents relating to a Member's obligation to contribute cash, property, or services to the Company;

5.6.6. Copies of any financial statements of the Company for the three most recent fiscal years; and

5.6.7. Copies of minutes of all meetings of the Members and all written consents obtained from Members for actions taken by Members without a meeting.

5.7. *Financial Accounting / Member Access to Books and Records.* The Members shall prepare and make available a financial accounting of the Company no less than once (1) every sixty (60) days. Within three (3) calendar days following written notice, which may be submitted in writing, via facsimile or electronic mail, each Member shall have the right, during normal business hours, to inspect and copy, at the Member's expense, the Company's books and records.

5.8. *Reports.* Within seventy-five (75) days after the end of each Fiscal Year of the Company, the Members shall cause to be sent to each Person who was a Member at any time during the Fiscal Year a complete accounting of the affairs of the Company for the Fiscal Year then ended. In addition, within seventy-five (75) days after the end of each Fiscal Year of the Company, the Members shall cause to be sent to each Person who was

an Interest Holder at any time during the Fiscal Year, the tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the Members shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

5.9. Title to Company Property.

5.9.1. Except as provided in Section 5.9.2, all real and personal property acquired by the Company shall be acquired and held by the Company in its name.

5.9.2. Ten (10) days after giving notice, the Members may direct that legal title to all or any portion of the Company's property be acquired or held in a name other than the Company's name. Without limiting the foregoing, the Members may cause title to be acquired and held any one Member's name or in the names of trustees, nominees, or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the Company's property (or any part thereof) is solely for the convenience of the Company and all of that property shall be treated as Company property. The notice to be given to the Members under this section shall identify the asset or assets to be titled outside of the Company name, the Person in whom legal title is intended to vest, and the reason for the proposed transaction. If any Member provides written notice of an objection to the transaction before the expiration of the ten (10) day period, the transaction shall not be consummated except upon approval of a Majority of the Members.

**Section VI
Members**

6.1. *Meetings.* Unless otherwise prescribed by the Act, meetings of the Members may be called, for any purpose or purposes, by a Majority of the Members.

6.2. *Place of Meetings.* Whoever calls the meeting may designate any place, either within or outside the State of Alaska, as the place of meeting for any meeting of the Members.

6.3. *Notice of Meetings.* Except as provided in this Agreement, written notice stating the date, time, and place of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered not less than three (3) nor more than fifty (50) days before the date of the meeting, either personally or by mail, electronic mail, facsimile, or overnight or next-day delivery services by or at the direction of the person or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) days after being deposited in the United States

mail, postage prepaid, addressed to the Member at his or her address as it appears on the books of the Company. If transmitted by way of electronic mail or facsimile, such notice shall be deemed to be delivered on the date of such electronic mail or facsimile transmission to the electronic mail address or fax number, if any, for the respective Member which has been supplied by such Member to the Company and identified as such Member's electronic mail address or facsimile number. If transmitted by overnight or next-day delivery, such notice shall be deemed to be delivered on the next business day after deposit with the delivery service addressed to the Member at his or her address as it appears on the books of the Company. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than thirty (30) days. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting.

6.4. *Meeting of All Members.* If all of the Members shall meet at any time and place, including by conference telephone call, either within or outside of the State of Alaska, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice.

6.5. *Record Date.* For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless notice of the adjourned meeting is required to be given pursuant to Section 6.3.

6.6. *Quorum.* A Majority of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. Business may be conducted once a quorum is present.

6.7. *Voting Rights of Members.* Each Member shall be entitled to one (1) vote on all matters stipulated herein. If all of an Interest is transferred to an assignee who does not become a Member, the Member from whom the Interest is transferred shall no longer be entitled to vote. No withdrawn Member shall be entitled to vote nor shall such Member's Interest be considered outstanding for any purpose pertaining to meetings or voting.

6.8. *Manner of Acting.* Unless otherwise provided in the Act, the Articles of Organization, or this Agreement, the affirmative vote of a Majority of the Members at a meeting at which a quorum is present shall be the act of the Members.

6.9. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of its exercise. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.10. *Action by Members without a Meeting.* Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, circulated to all the Members with an explanation of the background and reasons for the proposed action, signed by that percentage or number of the Members required to take or approve the action. Any such written consent shall be delivered to the Members of the Company for inclusion in the minutes or for filing with the Company records. Action taken by written consent under this Section shall be effective on the date the required percentage or number of the Members have signed and delivered the consent to all Members, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the written consent is circulated to the Members.

6.11. *Telephonic Communication.* Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person, except where the Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

6.12. *Waiver of Notice.* When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

Section VII

Transfers and Withdrawals

7.1. *Transfers.* Except as otherwise provided in this Section VII no Member may Transfer all, or any portion of, or any interest or rights in, the Membership Rights owned by the Member, and no Interest Holder may Transfer all, or any portion of, or any interest or rights in, any Interest without the prior written consent of the other Members, which consent may be withheld in the Members' sole and absolute discretion. Any sale or foreclosure of a security interest will itself constitute a Transfer independent of the grant of security. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Rights or Interests in violation of the prohibition contained in this

Section 7.1 shall be deemed invalid, null, and void, and of no force or effect. Any Person to whom Membership Rights or an Interest are attempted to be transferred in violation of this Section 7.1 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive allocations or distributions from the Company, or have any other rights in or with respect to the Membership Rights or Interest.

7.2. *Withdrawal.* Except as otherwise provided in this Agreement, no Member shall have the right to withdraw from the Company. Any such withdrawal shall constitute a material breach of this Agreement and the Company shall have the right to recover damages from the withdrawn member and to offset the damages against any amounts otherwise distributable to such Member under this Agreement.

7.3. *Option on Death, Bankruptcy or Involuntary Transfer.* On the death, bankruptcy, or similar event (whether voluntary or involuntary) of a Member or Interest Holder, and upon any Involuntary Transfer, the Member or Interest Holder (or such Person's estate) shall offer, or shall automatically be deemed to have offered, to sell the Member's or Interest Holder's Interest to the Company or its nominee. Upon the approval of a Majority of the Members other than the offering Member, the Company or its nominee shall have the right and option, within seventy-five (75) days after the Members' actual knowledge of the death, bankruptcy, or similar event, to acquire the Interest, for the purchase price and on the terms set forth in Exhibit C attached hereto and made a part hereof. If the Interest is not purchased by the Company or its nominee, the Interest shall be transferred to the assignee of the Interest but shall remain fully subject to and bound by the terms of this Agreement.

7.4. *No Transfer of Membership Rights.* The Transfer of an Interest shall not result in the Transfer of any of the Transferring Member's other Membership Rights, if any, and unless the transferee is admitted as a Member pursuant to Section VII of this Agreement, the transferee shall only be entitled to receive, to the extent transferred, the share of distributions, including distributions representing the return of contributions, and the allocation of Profits and Losses (and other items of income, gain, or deduction), to which the Transferring Member would have otherwise been entitled with respect to the Transferring Member's Interest. The transferee shall have no right to participate in the management of the business and affairs of the Company or to become or to exercise any rights of a Member.

7.5. *Substitute Members.* Notwithstanding any provision of this Agreement to the contrary, an assignee of a Member may only be admitted as a substitute Member upon the written consent of a Majority of the non-transferring Members, which consent may be withheld in the Members' sole and absolute discretion.

7.6. *Additional Members.* The Company shall not issue additional Interests after the date of formation of the Company without the written consent or approval of a Majority of the Members, which consent may be withheld in the Members' sole and absolute discretion.

7.7. *Expenses.* Expenses of the Company or of any Interest Holder occasioned by transfers of Interests shall be reimbursed to the Company or Interest Holder, as the case may be, by the transferee.

7.8. *Distributions on Withdrawal.* Upon the occurrence of an Event of Withdrawal with respect to a Member, the withdrawn Member shall not be entitled to receive a withdrawal distribution but the withdrawn Member (or the withdrawn Member's personal representatives, successors, and assigns) shall be entitled to receive the share of distributions, including distributions representing a return of Capital Contributions, and the allocation of Profits and Losses, to which the withdrawn Member otherwise would have been entitled if the Event of Withdrawal had not occurred, during the continuation of the business of the Company and during and on completion of winding up. If the Event of Withdrawal violated this Agreement, the distributions paid to the withdrawn Member shall be offset by any damages suffered by the Company or its Members as a result of the Event of Withdrawal.

Section VIII Dissolution and Termination

8.1. *Dissolution.*

8.1.1. *Events of Dissolution.* The Company will be dissolved upon the occurrence of any of the following events:

8.1.1.1. Upon the written consent of a Majority of the Members;

8.1.1.2. Upon the entry of a decree of dissolution under Section 10.50.405 of the Act or an administrative dissolution under Section 10.50.408 of the Act;

8.1.1.3. Upon the sale or other disposition of all or substantially all of the Company's assets and receipt by the Company of the proceeds therefrom; or

8.1.1.4. Upon the occurrence of an Event of Withdrawal of the last remaining Member unless within ninety (90) days all assignees of Interests in the Company consent in writing to admit at least one member to continue the business of the company.

8.2. *Continuation.* An Event of Withdrawal with respect to a Member shall not cause dissolution, and the Company shall automatically continue following such an Event of Withdrawal.

8.3. *Distributions and Other Matters.* The Company shall not terminate until its affairs have been wound up and its assets distributed as provided herein. Promptly upon the dissolution of the Company, the Members shall cause to be executed and filed a Notice of Winding Up with the Alaska Department of Commerce, Community, and Economic Development, and will liquidate the assets of the Company and apply and distribute the proceeds of such liquidation, or distribute the Company's assets in kind, as follows and in the following order:

8.3.1. *Ordinary Debts.* To payment of the debts and liabilities of the Company, including debts owed to Interest Holders, in the order of priority provided by law; provided that the Company shall first pay, to the extent permitted by law, liabilities with respect to which any Interest Holder is or may be personally liable;

8.3.2. *Reserves and Distributions.* To the setting up of such reserves as the Members may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company business;

8.3.3. *Remainder.* The balance of the proceeds shall be distributed to the Interest Holders in accordance with the positive balance in their Capital Accounts, determined as though all of the Company assets were sold for cash at their fair market value as of the date of distribution. Any such distributions shall be made in accordance with the timing requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2).

8.4. *Deficit Capital Accounts.* Notwithstanding anything to the contrary in this Agreement, if any Interest Holder's Capital Account has a deficit balance (taking into account all contributions, distributions, and allocations for the year in which a liquidation occurs), the Interest Holder shall not be obligated to make any contribution to the capital of the Company and the negative balance of such Interest Holder's Capital Account shall not be considered a debt owed by the Interest Holder to the Company or to any other person for any purpose whatsoever.

8.5. *Rights of Interest Holders—Distributions of Property.* Except as otherwise provided in this Agreement, each Interest Holder shall look solely to the assets of the Company for the return of his or her Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company. No Interest Holder shall

have priority over any other Interest Holder for the return of his or her Capital Contributions, distributions, or allocations.

8.6. *Articles of Termination.* When all the assets of the Company have been distributed as provided herein, the Members shall cause to be executed and filed Articles of Termination as required by the Act.

Section IX

Other Interests of an Interest Holder

Any Interest Holder may engage in or possess interests in other business ventures of every nature and description, independently or with others. Neither the Company nor any Interest Holder shall have any right to any independent ventures of any other Interest Holder or to the income or profits derived therefrom. The fact that an Interest Holder, a member of his or her Family, or an Affiliate is employed by, or owns, or is otherwise directly or indirectly interested in or connected with, any person, firm, or corporation employed or retained by the Company to render or perform services, including without limitation, management, contracting, mortgage placement, financing, brokerage, or other services, or from whom the Company may buy property or merchandise, borrow money, arrange financing, or place securities, or may lease real property to or from the Company, shall not prohibit the Company from entering into contracts with or employing that person, firm, or corporation or otherwise dealing with him or it, and neither the Company nor any of the Interest Holders as such shall have any rights in or to any income or Profits derived therefrom.

Section X

Indemnity

10.1. *Indemnity Rights.* The Company shall indemnify each Interest Holder who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of his or her actions as an Interest Holder or by reason of his or her acts while serving at the request of the Company as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, and against judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided that the acts of such Interest Holder were not committed with gross negligence or willful misconduct, and, with respect to any criminal action or proceeding, such Interest Holder had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or its equivalent, shall not, in and of itself, create

a presumption that the Interest Holder acted with gross negligence or willful misconduct, or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

10.2. *Notice and Defense.* Any Interest Holder who is or may be entitled to indemnification shall give timely written notice to the Company, the Interest Holders that a claim has been or is about to be made against him or her, shall permit the Company to defend him or her through legal counsel of its own choosing, and shall cooperate with the Company in defending against the claim. The Interest Holder shall have the sole power and authority to determine the terms and conditions of any settlement of the claim.

10.3. *Other Sources.* The indemnification provided for herein shall apply only in the event, and to the extent that, the person is not entitled to indemnification, or other payment, from any other source (including insurance), and the Company's indemnity obligations hereunder shall be in excess of any indemnification or other payment provided by such other source.

10.4. *Survival.* The indemnification provided for herein shall continue as to a person who has ceased to be an Interest Holder and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section XI Miscellaneous

11.1. *Notices.* Any notice, demand, offer, or other communication which any person is required or may desire to give to any other person shall be delivered in person or by United States mail, electronic mail, facsimile, or overnight or next-day delivery service. If mailed, such notice shall be deemed to be delivered two (2) days after being deposited in the United States mail, postage prepaid, addressed to the person at his or her address as it appears on the books of the Company. If transmitted by way of electronic mail or facsimile, such notice shall be deemed to be delivered on the date of such electronic mail or facsimile transmission to the electronic mail address or facsimile number, if any, for the person which has been supplied by such person and identified as such person's electronic mail address or facsimile number. If transmitted by overnight or next-day delivery, such notice shall be deemed to be delivered on the next business day after deposit with the delivery service addressed to the person at his or her address as it appears on the books of the Company.

11.2. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types

of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

11.3. *Partial Invalidity.* The invalidity of any portion of this Agreement will not affect the validity of the remainder hereof.

11.4. *Governing Law; Parties in Interest.* This Agreement will be governed by and construed according to the laws of the State of Alaska without regard to conflicts of law principles and will bind and inure to the benefit of the heirs, successors, assigns, and personal representatives of the parties.

11.5. *Execution in Counterparts.* This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

11.6. *Titles and Captions.* All article, section, or paragraph titles or captions contained in this Agreement are for convenience only and are not deemed part of the context thereof.

11.7. *Pronouns and Plurals.* All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

11.8. *Waiver of Action for Partition.* Each of the Interest Holders irrevocably waive any right that he or she may have to maintain any action for partition with respect to any of the Company Property.

11.9. *Entire Agreement.* This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof.

11.10. *Estoppel Certificate.* Each Member shall, within ten (10) days after written request by any Member or the Members, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof.

Section XII Arbitration

If the parties are unable to resolve any dispute arising out of this Agreement either during or after its term informally, including the question as to whether any particular matter is arbitrable, the parties agree to submit the matter to binding arbitration. In the event the parties have not agreed upon an arbitrator within twenty (20) days after either party has demanded arbitration, either party may file a demand for arbitration with an Alaska regional office of the American Arbitration Association ("AAA") and a single arbitrator shall be appointed in accordance with the then existing Commercial Arbitration Rules of the AAA. At all times during arbitration, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to insure that this purpose is pre-served. The dispute between the parties shall be submitted for determination within sixty (60) days after the arbitrator has been selected. The decision of the arbitrator shall be rendered within thirty (30) days after the conclusion of the arbitration hearing. The decision of the arbitrator shall be in writing and shall specify the factual and legal basis for the decision. Upon stipulation of the parties, or upon a showing of good cause by either party, the arbitrator may lengthen or shorten the time periods set forth herein for conducting the hearing or for rendering a decision. The decision of the arbitrator shall be final and binding upon the parties. Judgment to enforce the decision of the arbitrator, whether for legal or equitable relief, may be entered in any court having jurisdiction thereof, and the parties hereto expressly and irrevocably consent to the jurisdiction of the Alaska Courts for such purpose. The arbitrator shall conduct all proceedings pursuant to the then existing Commercial Arbitration Rules of the AAA, to the extent such rules are not inconsistent with the provisions of this Article III. The AAA Uniform Rules of Procedure shall not apply to any arbitration proceeding relating to the subject matter or terms of the documents. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

Section XIII

Agreement of Spouses of Members

By executing this Agreement, the spouse of each Interest Holder acknowledges and consents to the terms and conditions of this Agreement and agrees, for himself or herself and for the community of himself and herself and the Interest Holder, to be bound hereby. Each spouse of an Interest Holder, for himself or herself and the community of which he or she is a member, hereby irrevocably appoints the Interest Holder as attorney-in-fact with an irrevocable proxy coupled with an Interest to vote on any matter to come before the Members or to agree to and execute any amendments of this Agreement without further consent or acknowledgment of the spouse and to execute proxies, instruments, or

documents in the spouse's name as may be required to effect the same. This power of attorney is intended to be durable and shall not be affected by disability of the spouse.

Section XIV Representation

The parties hereby acknowledge that (i) JDW, LLC (the "Firm") has represented Alaskan Blooms, LLC in connection with the drafting of this Operating Agreement, (ii) that each of the other parties has been advised to seek independent counsel in connection with such matters, and (iii) that the Firm does not represent any Member individually either directly or indirectly, but rather represents the Company. Payment of the Firm's fees by the Company shall not alter or amend any of the relationships.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement, effective as of the date first set forth above.

Signatures of the Members and their Spouses follow on Page 21.

MEMBERS:

Cynthia Bloom
CYNTHIA BLOOM

Gene Bloom
GENE BLOOM

Linden Anson
LINDEN ANSON

SPOUSES OF MEMBERS:

Gene Bloom
[SPOUSE]

Cynthia Bloom
[SPOUSE]

Linda Anson
[SPOUSE]

EXHIBIT A

Members, Capital Contributions, and Interest

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Current Capital Account</u>	<u>Percentage Interest</u>
Cynthia Bloom	\$50,000	\$	33.33%
Gene Bloom	\$50,000	\$	33.33%
Linden Anson	\$50,000	\$	33.33%
TOTAL		\$	100.00%

EXHIBIT B

Tax Matters

1. *Definitions.* The capitalized words and phrases used in this **Exhibit B** shall have the following meanings:

1.1. “*Adjusted Book Value*” means with respect to Company Property, the Property’s Initial Book Value with the adjustments required under this Agreement.

1.2. “*Adjusted Capital Account Deficit*” means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

1.2.1. the Capital Account shall be increased by the amounts which the Interest Holder is obligated to restore under this Agreement or is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g)(1) and (i)(5) (i.e., the Interest Holder’s share of Minimum Gain and Member Minimum Gain); and

1.2.2. the Capital Account shall be decreased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

This definition of Adjusted Capital Account Deficit is intended to comply with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with that Regulation.

1.3. “*Capital Account*” means the account maintained by the Company for each Interest Holder in accordance with the following provisions:

1.3.1. An Interest Holder’s Capital Account shall be credited with the amount of money contributed by the Interest Holder to the Company; the fair market value of the Property contributed by the Interest Holder to the Company (net of liabilities secured by such contributed Property that the Company is considered to assume or take subject to under Section 752 of the Code); the Interest Holder’s allocable share of Profit and items of income and gain; and the amount of Company liabilities that are assumed by the Interest Holder under Regulation Section 1.704-1(b)(2)(iv)(c);

1.3.2. An Interest Holder’s Capital Account shall be debited with the amount of money distributed to the Interest Holder; the fair market value of any Company property distributed to the Interest Holder (net of liabilities secured by such distributed Property that the Interest Holder is considered to assume or take subject to under Section 752 of the

Code); the Interest Holder's allocable share of Loss and items of deduction; and the amount of the Interest Holder's liabilities that are assumed by the Company under Regulation Section 1.704-1(b)(2)(iv)(c);

1.3.3. If Company Property is distributed to an Interest Holder, the Capital Accounts of all Interest Holders shall be adjusted as if the distributed Property had been sold in a taxable disposition for the gross fair market value of such Property on the date of distribution (taking into account Section 7701 of the Code) and the Profit or Loss from such disposition allocated to the Interest Holders as provided in this **Exhibit B**.

1.3.4. If money or other Property (other than a *de minimis* amount) is (a) contributed to the Company by a new or existing Interest Holder in exchange for an interest in the Company; or (b) distributed by the Company to a retiring or continuing Interest Holder as consideration for an interest in the Company; then, if the Members deem such an adjustment to be necessary to reflect the economic interests of the Interest Holders, the Book Value of the Company's Property shall be adjusted to equal its gross fair market value on such date (taking into account Section 7701(g) of the Code) and the Capital Accounts of all Interest Holders shall be adjusted in the same manner as if all the Company Property had been sold in a taxable disposition for such amount on such date and the Profit or Loss allocated to the Interest Holders as provided in this **Exhibit B**.

1.3.5. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the Book Value of the Company's Property and the Capital Account of the Interest Holders shall be adjusted in a manner consistent with the manner in which the Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

1.3.6. If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts or the Adjusted Book Value of Company Property shall be interpreted and applied in a manner consistent with that Section of the Regulations.

1.4. "*Code*" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

1.5. "*Company Minimum Gain*" has the meaning set forth in Regulation Section 1.704-2(b)(2) for "partnership minimum gain."

1.6. *"Initial Book Value"* means, with respect to Property contributed to the Company by an Interest Holder, the Property's fair market value at the time of contribution and, with respect to all other Property, the Property's adjusted basis for federal income tax purposes at the time of acquisition.

1.7. *"Member Nonrecourse Debt"* has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations for "partner nonrecourse debt."

1.8. *"Member Nonrecourse Debt Minimum Gain"* has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse debt minimum gain."

1.9. *"Member Nonrecourse Deductions"* has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse deductions."

1.10. *"Nonrecourse Deductions"* has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions shall be determined according to the provisions of Regulation Section 1.704-2(c).

1.11. *"Nonrecourse Liability"* has the meaning set forth in Regulation Section 1.704-2(b)(3).

1.12. *"Profit" and "Loss"* means, for each Fiscal Year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

1.12.1. All items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

1.12.2. Any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing Profit or Loss;

1.12.3. Any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be included in computing Profit or Loss;

1.12.4. If the Adjusted Book Value of Company Property differs from its adjusted basis for federal income tax purposes, then gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Adjusted Book

Value of the Property disposed of rather than the adjusted basis of the property for federal income tax purposes;

1.12.5. If the Adjusted Book Value of Company Property differs from its adjusted basis for federal income tax purposes, then in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, the depreciation, amortization (or other cost recovery deduction) shall be an amount that bears the same ratio to the Adjusted Book Value of such Property as depreciation, amortization (or other cost recovery deduction) computed for federal income tax purposes for such period bears to the adjusted tax basis of such Property. If the Property has a zero adjusted tax basis, the depreciation, amortization (or other cost recovery deduction) of such Property shall be determined under any reasonable method selected by the Company; and

1.12.6. Any items that are specially allocated pursuant to Sections 2.3 and 2.4 hereof shall not be taken into account in computing Profit or Loss.

1.13. “Treasury Regulations” or “Regulations” means the income tax regulations, including any temporary regulations, promulgated under the Code as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2. *Allocations.* After making any special allocations contained in Section 2.5, remaining Profits and Losses shall be allocated for any Fiscal Year in the following manner:

2.1. *Profits.*

2.1.1. First, Profits shall be allocated among the Interest Holders in proportion to the cumulative Losses previously allocated to the Interest Holder under Section 2.2.3 until the cumulative Profits allocated to each Interest Holder under this subparagraph equal the cumulative Losses previously allocated to each Interest Holder under Section 2.2.3;

2.1.2. Second, Profits shall be allocated proportionately among the Interest Holders until the cumulative Profits allocated to each Interest Holder under this subparagraph equal the cumulative Priority Return each Interest Holder has received through the end of the Fiscal Year plus Losses, if any, allocated to the Interest Holder under Section 2.2.2; and

2.1.3. Third, Profits shall be allocated to the Interest Holders in accordance with their Percentage Interests.

2.2. *Losses.*

2.2.1. First, Losses shall be allocated to the Interest Holders in proportion to the cumulative Profits previously allocated to the Interest Holders under Section 2.1.3 until the cumulative Losses allocated pursuant to this subparagraph to each Interest Holder are equal to the cumulative Profits previously allocated to each Interest Holder under Section 2.1.3.

2.2.2. Second, Losses shall be allocated to the Interest Holders in proportion to the cumulative Profits previously allocated to the Interest Holders under Section 2.1.2 until the cumulative Losses allocated pursuant to this subparagraph to each Interest Holder are equal to the cumulative Profits previously allocated to each Interest Holder under Section 2.1.2; and

2.2.3. Third, Losses shall be allocated to the Interest Holders in accordance with their Percentage Interests.

2.3. *Loss Limitations.*

2.3.1. *Adjusted Capital Account Deficit.* No Losses shall be allocated to any Interest Holder pursuant to Section 2.1 if the allocation causes the Interest Holder to have an Adjusted Capital Account Deficit or increases the Interest Holder's Capital Account Deficit. All Losses in excess of the limitations set forth in this Subsection shall be allocated to the other Interest Holders in accordance with the other Interest Holders' Percentage Interests until all Interest Holders are subject to the limitation of this Subsection, and thereafter, in accordance with the Interest Holders' interest in the Company as determined by the Members. If any Losses are allocated to an Interest Holder because of this Subsection, then notwithstanding any other provision of this Agreement, all subsequent Profits shall be allocated to the Interest Holders pro rata based on Losses allocated to them pursuant to this Subsection until each Interest Holder has been allocated an amount of Profits pursuant to this Subsection equal to the Losses previously allocated to that Interest Holder under this Subsection.

2.3.2. *Cash Method Limitation.* If the Company is on the cash method of accounting and more than 35% of the Company's Losses in any year would be allocable to Interest Holders who are limited entrepreneurs (within the meaning of § 464(e)(2) of the Code), then except as otherwise provided in Section 2.2.1, the Losses in excess of 35% otherwise allocable to those Interest Holders shall be specially allocated among the other Interest Holders in the ratio that each shares in Losses. If any Losses are allocated to an Interest Holder under this Subsection, then notwithstanding any other provision of this

Agreement, all subsequent Profits shall be allocated to the Interest Holders pro rata based on Losses allocated to them pursuant to this Subsection until each Interest Holder has been allocated an amount of Profits pursuant to this Subsection in the current and previous Fiscal Years equal to the Losses allocated to that Interest Holder pursuant to this Subsection in previous Fiscal Years.

2.4. *Section 704(c) Allocations.*

2.4.1. *Contributed Property.* In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution).

2.4.2. *Adjustments to Book Value.* If the Adjusted Book Value of any Company asset is adjusted as provided in clause (iv) of the definition of Capital Account, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall, solely for tax purposes, take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner as provided under Code Section 704(c) and the Regulations thereunder.

2.5. *Regulatory Allocations.* The following allocations shall be made in the following order:

2.5.1. *Company Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f)(2), (3), (4), and (5), if during any Fiscal Year there is a net decrease in Company Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, succeeding taxable years) in an amount equal to that Interest Holder's share of the net decrease of Company Minimum Gain, computed in accordance with Regulation Section 1.704-2(g)(2). Allocations of gross income and gain pursuant to this Subsection shall be made first from gain recognized from the disposition of Company assets subject to Nonrecourse Liabilities to the extent of the Minimum Gain attributable to those assets and, thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Subsection shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

2.5.2. Member Nonrecourse Debt Minimum Gain Chargeback. Except as set forth in Regulation Section 1.704-2(i)(4), if during any Fiscal Year there is a net decrease in Member Nonrecourse Debt Minimum Gain, each Interest Holder with a share of that Member Nonrecourse Debt Minimum Gain (determined under Regulation Section 1.704-2(i)(5)) as of the beginning of the Fiscal Year shall be specially allocated items of income and gain for such Fiscal Year (and, if necessary, succeeding Fiscal Years) in an amount equal to that Interest Holder's share of the net decrease in Member Nonrecourse Debt Minimum Gain, computed in accordance with Regulation Section 1.704-2(i)(4). Allocations of gross income and gain pursuant to this Subsection shall be made first from gain recognized from the disposition of Company assets subject to Member Nonrecourse Debt to the extent of the Member Minimum Gain attributable to those assets and, thereafter, from a pro rata portion of the Company's other items of income and gain for the Fiscal Year. It is the intent of the parties hereto that any allocation pursuant to this Subsection shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(i)(4).

2.5.3. Qualified Income Offset. If an Interest Holder unexpectedly receives an adjustment, allocation, or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), then to the extent required under Regulations Section 1.704-1(b)(2)(d), such Interest Holder shall be allocated items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain for that Fiscal Year) before any other allocation is made of Company items for that Fiscal Year, in the amount and in proportions required to eliminate the Interest Holder's Adjusted Capital Account Deficit as quickly as possible. This Subsection is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

2.5.4. Nonrecourse Deductions. Nonrecourse Deductions for a Fiscal Year or other period shall be allocated among the Interest Holders in proportion to their Percentage Interests.

2.5.5. Member Nonrecourse Deductions. Any Member Nonrecourse Deduction for any Fiscal Year or other period attributable to a Member Nonrecourse Liability shall be allocated to the Interest Holder who bears the risk of loss for the Member Nonrecourse Debt in accordance with Regulation Section 1.704-2(i).

2.5.6. Regulatory Allocations. The allocations contained in Section 2.5 are contained herein to comply with the Regulations under Section 704(b) of the Code. In allocating other items of Profit or Loss, the allocations contained in Section 2.5 shall be taken into account so that to the maximum extent possible the net amount of Profit or Loss allocated to each Interest Holder will be equal to the amount that would have been allocated to each Interest Holder if the allocations contained in Section 2.4 had not been made.

2.6. *Varying Interests; Allocations in Respect to Transferred Interests.* Profits, Losses, and other items shall be calculated on a monthly, daily, or other basis permitted under Code Section 706 and the Regulations. If any Interest is sold, assigned, or transferred in compliance with the provisions of this Agreement, profits, losses, each item thereof, and all other items attributable to such Interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Company.

2.7. *Tax Matters Partner.* The Members shall select one Member to be the Company's tax matters partner ("Tax Matters Partner") unless the Members designate a different Person to serve in this capacity. The Tax Matters Partner shall have all powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. The Company shall be responsible for any costs incurred by any Member with respect to a tax audit or tax-related administrative or judicial proceeding against the Member. The Tax Matters Partner shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.

2.8. *Returns and Other Elections.* The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business.

2.9. *Annual Accounting Period.* The annual accounting period of the Company shall be its Fiscal Year. The Company's Fiscal Year shall be selected by the Members, subject to the requirements and limitations of the Code.

2.10. *Knowledge.* The Interest Holders acknowledge that they understand the economic and income tax consequences of the allocations and distributions under this Agreement and agree to be bound by the provisions of this **Exhibit B** in reporting their taxable income and loss from the Company.

2.11. *Amendment.* The Members are hereby authorized, upon the advice of the Company's tax counsel, to amend this **Exhibit B** to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect the distributions to an Interest Holder without the Interest Holder's prior written consent.

EXHIBIT C

Formula For Determining The Purchase Price Of A Member's Interest And Payment Terms Pursuant To Section VII

When required pursuant to Section VII of this Agreement, the value of an Interest will be determined by a valuation professional accredited in business valuation by the AICPA or American Society of Appraisers ("Appraiser"). Such Appraiser shall be jointly selected by the Company and the offering Member, Interest Holder, or such Person's estate (the "Offering Member") within fifteen (15) days after the other Members' actual knowledge of the Offering Member's death or bankruptcy. The cost of the Appraiser shall be borne equally by the Company and the Offering Member. If a mutually satisfactory Appraiser cannot be selected, then the Company and the Offering Member each shall select and pay for its own Appraiser and the two Appraisers shall attempt to reconcile their valuations to arrive at a single valuation. If they are unable to do so, they shall jointly select a third Appraiser to value the Offering Member's Interest. The cost of the third Appraiser shall be borne equally by the Company and the Offering Member. The three Appraisers shall attempt to reconcile their valuations to arrive at a single valuation. If they are unable to do so, then the middle of the three appraisals shall be used as the valuation. The standard of value shall be fair market value.

If applicable, each party shall appoint its appraiser within seven (7) days after the parties determine they cannot agree on a single appraiser. The two appraisers appointed shall select a third appraiser within seven (7) days after they determine they cannot agree on a single valuation. The appraisers shall be instructed to provide their valuations within thirty (30) days after their appointment.

Payment of the Offering Member's Interest shall be due and payable by the Company as follows: ten percent (10%) in cash within sixty (60) days after acceptance by the Company of the offer to purchase the Offering Member's Interest and the balance in ten (10) equal semi-annual installments commencing on the six (6) month anniversary of the initial down payment, together with interest on the unpaid balance from time to time outstanding until paid at the prime rate of interest reported by *The Wall Street Journal - Western Edition* (such rate to be determined and fixed as of the date of the initial payment hereunder), payable at the same time as and in addition to the installments of principal.



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

Date Filed: 02/23/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-2/23/2016 2:34:20 PM

Entity Name: Alaskan Blooms, LLC
Entity Number: 10034485
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: Gene Bloom
Physical Address: 2448 ARVILLA ST. , FAIRBANKS,
AK 99709
Mailing Address: 2448 ARVILLA ST. , FAIRBANKS,
AK 99709

Entity Physical Address: 2448 ARVILLA ST. , FAIRBANKS, AK 99709

Entity Mailing Address: 2448 ARVILLA ST. , FAIRBANKS, AK 99709

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
Linden Anson	2406 Statehood St., North Pole, AK 99705	33.33	Member
Gene Bloom	2448 ARVILLA ST. , Fairbanks, AK 99709	33.33	Member
Cynthia Bloom	2448 ARVILLA ST. , Fairbanks, AK 99709	33.33	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

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

ALASKAN BLOOMS, LLC

2448 ARVILLA STREET FAIRBANKS AK 99709

owned by

ALASKAN BLOOMS, LLC

is licensed by the department to conduct business for the period

January 12, 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



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

Date Filed: 12/31/2015
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-12/31/2015 10:23:50 AM

1 - Entity Name

Legal Name: Alaskan Blooms, LLC

2 - Purpose

To cultivate marijuana and any other lawful.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Gene Bloom

Mailing Address: 2448 Arvilla St. , Fairbanks, AK 99709

Physical Address: 2448 Arvilla St. , Fairbanks, AK 99709

5 - Entity Addresses

Mailing Address: 2448 Arvilla St. , Fairbanks, AK 99709

Physical Address: 2448 Arvilla St. , Fairbanks, AK 99709

6 - Management

The limited liability company is managed by its members.

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

ALASKAN BLOOMS, LLC

2448 ARVILLA STREET FAIRBANKS AK 99709

owned by

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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

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:	Alaskan Blooms, LLC	License Number:	10073		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKAN BLOOMS, LLC				
Physical Address:	2448 Arvilla St.				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Gene Bloom				
Email Address:	alaskanblooms@gmail.com				

Section 2 – Attached Items

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

Attached Items:	
-----------------	--

OFFICE USE ONLY

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

AFFP
2448 Arvilla St

Affidavit of Publication

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

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

33722


Alaskan Blooms, LLC
is applying for a new
Standard Marijuana Cultivation Facility License 3
AAC 306.400(1),
doing business as
ALASKAN BLOOMS, LLC
located at
2448 Arvilla St., 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.

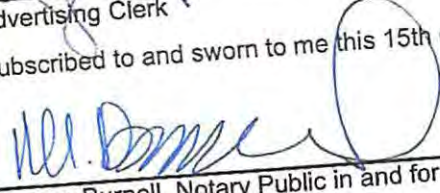
Publish: 3/1, 3/8, 3/15

March 01, 2016, March 08, 2016, March 15, 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 15th day of March 2016.


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

My commission expires: December 07, 2017

00008359 00033722
ALASKAN BLOOMS
1162 PARK DR
FAIRBANKS, AK 99709



Correspondence



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

June 7, 2016

Alaskan Blooms, LLC
DBA: Alaskan Blooms, LLC
Via email: alaskanblooms@gmail.com

Re: Standard Marijuana Cultivation Facility License Application #10073

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-08 Local Government Notice Affidavit
 - The form lists both the City of Fairbanks and the Fairbanks North Star Borough – which is your local government? Please clarify on this form which local government your proposed premises address falls under
 - If you are unsure you should call the city and/or borough of Fairbanks
- MJ-02 Premises Address
 - The labels on the interior layout diagram are unreadable – they become blurry when enlarged and are too small to read when printed
 - Please re-send with larger text
- Entity Documents
 - Per 3 AAC 306-020(b)(3)(B) the Limited Liability Company Agreement (also called the LLC Operating Agreement) is a required document
- MJ-18 Residency Verification – Arnold Eugene Bloom
 - Because we were unable to determine your residency from the PFD database, one of the items we are requesting you to complete is the attached Form MJ-18, providing information to determine proof of residency. When we receive this completed form, our enforcement team will contact you to complete the residency investigation. Return of the completed Form MJ-18 within two weeks, if accompanied by completion of all other required items, will keep your application at the top of our worklist.
- Proof of Possession of Proposed Premises
 - The tenant signature line should state Alaska Blooms LLC
 - Your rental agreement lists the property as *Suite A* of 2448 Arvilla St, but you did not include a suite # when you initiated your application or on any of your documents

- Since you only have right to possession of Suite A of 2448 Arvilla St, there are multiple corrections that will need to be accomplished
 - AMCO will edit the physical address in the system to include the Suite which will generate a new advertisement and public notice
 - You will need to run a one-time correction ad using the new notice and submit a new publisher's affidavit
 - You will need to post the new public notice for 5 additional days at the premises address and submit a new posting affidavit
 - You will need to correct the address in Section 1 Establishment Information for each form and resubmit just that page of each form

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

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["alaskanblooms@gmail.com"](mailto:'alaskanblooms@gmail.com')
Subject: FW: Marijuana License Application #10073 Alaskan Blooms Incomplete Letter *DEADLINES June 21st & September 5th*
Date: Tuesday, June 07, 2016 3:34:00 PM
Attachments: [10073 Incomplete Letter.docx](#)
[MJ-18 ApplicantResidencyVerification.pdf](#)

Hello,

I'm sorry, I forgot to attach form MJ-18 to the previous email.

Thank you,
AMCO Staff

From: Marijuana Licensing (CED sponsored)
Sent: Tuesday, June 07, 2016 3:33 PM
To: 'alaskanblooms@gmail.com'
Cc: Marijuana Licensing (CED sponsored)
Subject: Marijuana License Application #10073 Alaskan Blooms Incomplete Letter *DEADLINES June 21st & September 5th*

Hello,

Your application is now under review. Please read the attached letter regarding information/documents/corrections needed. Please note there are deadlines of June 21, 2016 and September 5, 2016.

Thank you,
AMCO Staff

From: [Jana Weltzin](#)
To: [Marijuana Licensing \(CED sponsored\)](#)
Cc: [Karen Lowry](#); [Jana Weltzin](#)
Subject: RE: Standard Marijuana Cultivation Facility License Application #10073 - Alaskan Blooms response to June 7, 2016 Incomplete Letter
Date: Monday, June 20, 2016 12:39:43 PM
Attachments: [image001.png](#)
[Bloom MJ-18 completed.pdf](#)

Hello – yes , It's only the MJ business in the building (i.e. only Alaskan Blooms, LLC) and here is MJ 18 again – please let us know you were able to open it – thanks! Jana

Jana D. Weltzin, Esq.

JDW, LLC

Principal Owner

[3003 Minnesota Drive Suite 201](#)

[Anchorage, Alaska 99503](#)

janaweltzin@gmail.com

jana@jdwcounsel.com

[630-913-1113](tel:630-913-1113) (cell & text)

[907-231-3750](tel:907-231-3750) (main office)

*Licensed in Alaska and Arizona

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IRS Circular 230 Disclaimer: To ensure compliance with IRS Circular 230, we are required to inform you that unless we have specifically stated to the contrary in writing, any advice we provide in this email or any attachment concerning federal tax issues or submissions is not intended or written to be used, and cannot be used, to avoid federal tax penalties.

Thank you.



Think green, please don't print unnecessarily

From: Marijuana Licensing (CED sponsored) [mailto:marijuana.licensing@alaska.gov]
Sent: Monday, June 20, 2016 12:27 PM
To: Jana Weltzin <jana@jdwcounsel.com>
Cc: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Subject: RE: Standard Marijuana Cultivation Facility License Application #10073 - Alaskan Blooms response to June 7, 2016 Incomplete Letter

Hello,

The form MJ-18 cannot be retrieved, please re-send as a PDF attachment.

I see that the Suite # has been removed from the lease agreement. Are there any other businesses or tenants in this building or is Alaskan Blooms, LLC leasing the entire building?

The local government has been changed to FNSB. The premises diagram looks great and the entity documents are now complete.

*Thank you,
AMCO Staff*

From: Jana Weltzin [<mailto:jana@jdwcounsel.com>]
Sent: Thursday, June 16, 2016 2:36 PM
To: Marijuana Licensing (CED sponsored)
Cc: KM Bloom; Jana Weltzin; Karen Lowry; Valerie Mastolier
Subject: Standard Marijuana Cultivation Facility License Application #10073 - Alaskan Blooms response to June 7, 2016 Incomplete Letter

Jana Weltzin has shared a OneDrive for Business file with you. To view it, click the link below.



[Bloom MJ-18 completed.pdf](#)

Good Afternoon AMCO team – please see below and attached for Alaskan Blooms response to the June 7, 2016 incomplete letter – which is also attached for your reference.

MJ08 – government affidavit – we did send the notice to both FNSB and the City – the Facility is located only in the FNSB.

MJ02 Premise Address – please see attached diagram that has larger print.

Entity Documents – see executed opt agreement attached.

Revised lease attached.

Please let us know if you need anything else – thank you so much!

Jana D. Weltzin, Esq.

JDW, LLC

Principal Owner

[3003 Minnesota Drive Suite 201](#)

[Anchorage, Alaska 99503](#)

janaweltzin@gmail.com

jana@jdwcounsel.com

[630-913-1113](tel:630-913-1113) (cell & text)

[907-231-3750](tel:907-231-3750) (main office)

*Licensed in Alaska and Arizona

Notifications



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

June 21, 2016

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

License Number:	10073
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Alaskan Blooms, LLC
Doing Business As:	ALASKAN BLOOMS, LLC
Physical Address:	2448 Arvilla St. Fairbanks, AK 99709
Designated Licensee:	Linden Anson
Phone Number:	907-888-5777
Email Address:	alaskanblooms@gmail.com

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

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

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

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200.

3 AAC 306.010(c) provides that the board will not issue a license when a local government protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

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

Sincerely,

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

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov

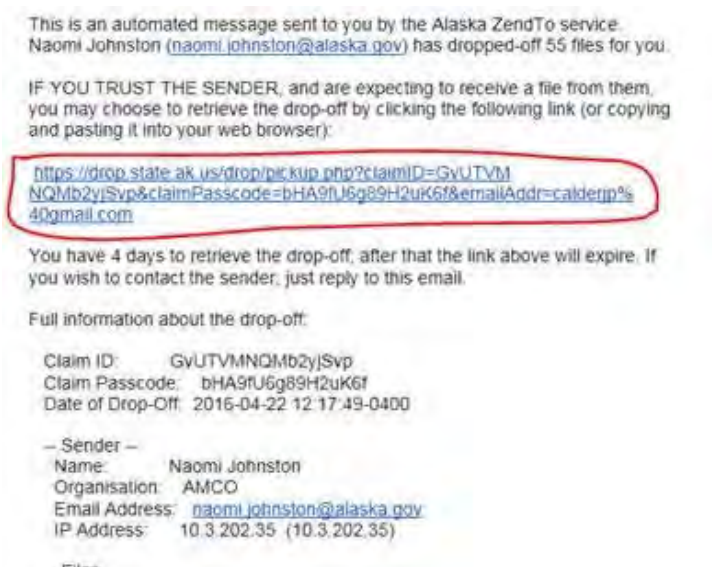
From: Thibodeaux, Christina N (CED)
To: "Krista Major"; "mayor@fnsb.us"; Lanien Livingston
Subject: LG Notification of new marijuana license application #10073 Alaskan Blooms, LLC
Date: Tuesday, June 21, 2016 11:49:00 AM
Attachments: [10073 Local Government Notice.pdf](#)

Dear local government officials,

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

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

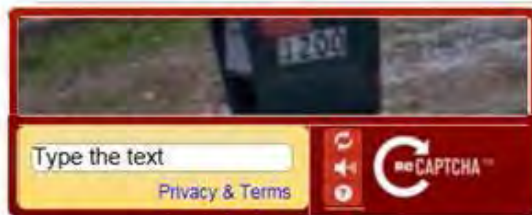
You will receive an email that looks like this:



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

Please prove you are a person

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



Pickup Files

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

Your Files should appear:

Drop-Off Summary

Click on a filename or icon to download that file.

Filename	Type	Size	Description
 ABCAgenda_.pdf	application/pdf	472.3 KB	
 Tab1_.pdf	application/pdf	416.6 KB	
 Tab10_.pdf	application/pdf	259.1 KB	
 Tab11_.pdf	application/pdf	1.9 MB	
 Tab12_.pdf	application/pdf	1.7 MB	
 Tab13_.pdf	application/pdf	10.0 MB	
 Tab14_.pdf	application/pdf	3.5 MB	
 Tab15_.pdf	application/pdf	1.4 MB	
 Tab16_.pdf	application/pdf	513.9 KB	
 Tab17_.pdf	application/pdf	812.2 KB	

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

Thank you,

Christina Thibodeaux

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

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



Please consider the environment before printing this e-mail.



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

June 21, 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:	10073
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Alaskan Blooms, LLC
Doing Business As:	ALASKAN BLOOMS, LLC
Physical Address:	2448 Arvilla St. Fairbanks, AK 99709
Designated Licensee:	Linden Anson
Phone Number:	907-888-5777
Email Address:	alaskanblooms@gmail.com

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

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

REVIEWER: _____ ☐ DEC ☐ Fire Marshal

DATE: _____ PHONE: _____

☐ Compliant ☐ Non-compliant

COMMENTS: _____

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

Sincerely,

Cynthia Franklin, Director marijuana.licensing@alaska.gov



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

June 21, 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

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REVIEWER: Debra Thompson ☒ DEC ☐ Fire Marshal

DATE: 6/21/2016 PHONE: (907) 269-6289

☒ Compliant ☐ Non-compliant

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

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

Sincerely,

Cynthia Franklin, Director marijuana.licensing@alaska.gov



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

June 21, 2016

Alaskan Blooms, LLC
DBA Alaskan Blooms, LLC
VIA email: alaskanblooms@gmail.com

Re: Application Status for License # 10073

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 July 7th board meeting for Marijuana Control Board consideration. **Your appearance at the meeting, either in-person or telephonic, is mandatory.** The address and call-in number for the meeting will be posted on our home page. Because July 7, 2016 is less than 60 days from today, the board will not grant or deny your application before August 20, 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: Thibodeaux, Christina N (CED)
To: ["alaskanblooms@gmail.com"](mailto:alaskanblooms@gmail.com)
Cc: ["Jana Weltzin"](#)
Subject: Complete application letter for marijuana license application #10073 Alaskan Blooms, LLC
Date: Tuesday, June 21, 2016 1:18:00 PM
Attachments: [10073 Applicant Notice.pdf](#)

Hello,

Please find the attached letter regarding your complete marijuana license application.

*Thank you,
AMCO Staff*