Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Search & Database Download > Corp. > Corporation Details

NAME(S)

Type	Name
Legal Name	Purple Quail LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10034725
Status: Good Standing
AK Formed Date: 1/8/2016
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018
Entity Mailing Address: PO BOX 83438, FAIRBANKS, AK 99708
Entity Physical Address: 14017 WEST SUNRISE DRIVE, BIG LAKE, AK 99652

REGISTERED AGENT

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

OFFICIALS

☐Show Former

AK Entity #	Name	Titles	Owned
	Deborah Hutchens	Member	50
	Millard Toms	Member	50

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
1/08/2016	Creation Filing	Click to View	Click to View
1/08/2016	Initial Report	Click to View	

Juneau Mailing Address
P.O. Box 110806
Juneau, AK 99811-0806

Physical Address
333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770

Phone Numbers
Main Phone: (907) 465-2550
FAX: (907) 465-2974

Anchorage Mailing/Physical Address
550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567

Phone Numbers
Main Phone: (907) 269-8160
FAX: (907) 269-8156

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

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

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

Section 2 – Attached Items

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

Attached Items:	Cert Of Organization & Operating Agreement

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

Alaska Business License # **1030459**

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

SUNRISE GARDENS

PO BOX 83438 FAIRBANKS AK 99708

owned by

PURPLE QUAIL LLC

is licensed by the department to conduct business for the period

January 08, 2016 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

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

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

Chris Hladick

Alaska Entity #10034725

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Purple Quail LLC

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

Chris Hladick
Commissioner

OPERATING AGREEMENT
of
Purple Quail LLC

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

BETWEEN:

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

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

BACKGROUND:

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the members within the limited liability company.

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

Formation

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

Name

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

Purpose

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

Term

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

Place of Business

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

Capital Contributions

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

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

Allocation of Profits/Losses

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

8. Distributions will be made monthly.

9. Each Member will receive an equal share of any Distribution.

10. No Member will have priority over any other Member for any Distribution.

Nature of Interest

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

Withdrawal of Contribution

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

Liability for Contribution

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

Additional Contributions

14. Additional Contributions will require the unanimous consent of all Members. Where Additional Contributions are determined to be required and where an individual Member is unwilling or unable to meet this requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default.

15. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Satisfaction of such debts will have priority over any other payments to Members.

Capital Accounts

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

Interest on Capital

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

Compensation of Members for Services Rendered

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

Management

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

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

20. Management compensation will be as follows:

Manager	Type	Compensation
Deborah Hutchens	Individual	$0.00 hourly

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

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

22. The limitations on the powers and authority of the Managers will include the following:

    - All important decisions will be made by unanimous vote of members.

23. A new Manager may be added to the Company with a unanimous vote of the Members.

24. A Manager will be reimbursed for expenses directly related to the operation of the Company.

25. All the Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, a Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.

26. In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Manager's duties will include keeping, or causing to be kept, full and accurate business records for the Company according to generally accepted accounting principles. The Manager's duties will also include overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of the Company.

27. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.

28. Subject to any declared duty of loyalty, a Manager may engage in activities with other business entities where they are or may become a member or manager. A transaction between the Company and another company in which the Manager has a financial interest will not be void for this reason alone. The transaction will be valid only where it has been fully disclosed to the Members of the Company and they agree to the transaction.

29. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.

Authority to Bind Company

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

Duty of Loyalty

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

Duty to Devote Time

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

Member Meetings

33. Member meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all Members.

34. A meeting may be called by any Member providing that appropriate notice has been provided to the other Members.

35. Regular meetings of the Members will be held only as required.

Voting

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

Admission or Change in Members

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

Voluntary Withdrawal of a Member

38. A Member may not withdraw from the Company without the unanimous consent of the remaining Members and upon notification of AMCO board within 10 days of ownership change. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.

39. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company, but per 3AAC 306.040, AMCO will be notified within 10 days on a form the board has prescribed.

40. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

41. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member. If any change to be reported under section 3 AAC 306.040 will resulting a change of controlling interest of the marijuana establishment license, the marijuana establishment will file an application for transfer of another person under 3 AAC 306.045. The marijuana establishment will apply for and receive written consent prior to transferring a marijuana establishment license or controlling interest in a marijuana establishment license.

42. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company, however, per 3AAC 306.040, AMCO will be notified within 10 days on a form the board has prescribed.

Dissociation of a Member

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

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

44. In the event the remaining Members are unwilling or unable to purchase the interest of the Dissociated Member due to a voluntary or involuntary withdrawal from the Company then the Members will submit to mediation and, if necessary, binding arbitration for a final resolution. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.

45. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

46. On any purchase and sale resulting from the voluntary or involuntary dissociation of a Member, a dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Buyout Agreement

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

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

Assignment of Interest

48. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party.

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

Valuation of Interest

50. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles. This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. A withdrawing Member's interest will be in proportion to their profit and loss share in the Company, less any outstanding liabilities a Member may have to the Company. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

51. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

52. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

53. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

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

b. in satisfaction of Company obligations to current Members to pay debts; and

c. to the Members in proportion to their profit and loss share in the Company.

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

Records

55. The Company will at all times maintain accurate records of the following:

a. Information regarding the status of the business and the financial condition of the Company.

b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager.

d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

f. All records required by the State of Alaska regulations set forth by AMCO including those listed in 3 AAC 306.755

3 AAC 306.755. Business records.

(a) A marijuana establishment shall maintain, in a format that is readily understood by a reasonably prudent business person, the following information:

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

(2) a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;

(3) the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;

(4) records related to advertising and marketing;

(5) a current diagram of the licensed premises including each restricted access area;

(6) a log recording the name, and date and time of entry of each visitor permitted in a restricted access area;

(7) all records normally retained for tax purposes;

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

(9) transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f).

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

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

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

57. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

Books of Account

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

Banking and Company Funds

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

Audit

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

Tax Treatment

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

Annual Report

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

a. A copy of the Company's federal income tax returns for that fiscal year.

b. Income statement.

c. Balance sheet.

d. Cash flow statement.

e. A breakdown of the profit and loss attributable to each Member.

Goodwill

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

Governing Law

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

Dispute Resolution

65. In the event of a dispute arising out of or in connection with this Agreement, the Members will attempt to resolve the dispute through friendly consultation.

66. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Alaska. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Alaska.

Force Majeure

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

Forbidden Acts

68. No Member may do any act in contravention of this Agreement or in violation of the State of Alaska Statutes or Regulations pertaining to the Regulation of Marijuana Industry.

69. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

70. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

71. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

72. No Member may confess a judgment against the Company.

73. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

Indemnification

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

Liability

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

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

Liability Insurance

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

Life Insurance

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

Actions Requiring Unanimous Consent

78. The following actions will require the unanimous consent of all Members:

    a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

    b. Releasing any Company claim except for payment in full.

Amendment of this Agreement

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

Title to Company Property

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

Miscellaneous

81. Time is of the essence in this Agreement.

82. This Agreement may be executed in counterparts.

83. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice

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

84. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

85. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

86. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

87. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

88. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

89. For the purpose of this Agreement, the following terms are defined as follows:

a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

c. "Distributions" means a payment of Company profits to the Members.

d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.

f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

g. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

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

Deborah Hutchens (Member)

Millard Toms (Member)

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State of Alaska

4th Judicial District

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

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

by Deborah Hutchens and Millard Toms.
(name of individual)

Dated: 4/7/2016

B. Thompson
(Signature of Notary)

Notary Public for the State of Alaska

My Appointment Expires: 02/29/2020

Notary Public
B. THOMPSON
State of Alaska
My Commission Expires Feb. 29, 2020

AK Entity #: 10034725
Date Filed: 01/08/2016
State of Alaska, DCCED

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*

FOR DIVISION USE ONLY

Limited Liability Company

Initial Biennial Report

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

Entity Name: Purple Quail LLC
Entity Number: 10034725
Home Country: UNITED STATES
Home State/Province: ALASKA

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

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

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

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

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

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

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

Name: Deborah Hutchens