



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

February 16, 2017

Northlink, LLC
DBA: Northlink, LLC
VIA email: travisfraser00@yahoo.com

Re: Application Status for License #11051

Dear Applicant:

AMCO has received your application for a standard marijuana cultivation facility. Our staff has reviewed your application after receiving your application and required fees. Your application documents appear to be in order, and it has been determined that your application is complete for purposes of 3 AAC 306.025(d).

Your application will now 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 has 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. We must also wait for the criminal history check for each individual licensee based on your fingerprint card(s). 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 April 5, 2017 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. 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 that reads "Sara Chambers".

Sara Chambers, Interim Director
907-269-0350



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February 16, 2017

City of Fairbanks

Attn: Danyielle Snider, City Clerk

VIA Email: ddsnyder@ci.fairbanks.ak.us

CC: john.eberhart@ci.fairbanks.ak.us

hlzach@ci.fairbanks.ak.us

mayor@fnsb.us

kmajor@fnsb.us

llivingston@fnsb.us

License Number:	11051
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Northlink, LLC
Doing Business As:	NORTHLINK, LLC
Physical Address:	1550 Cushman Suite B Fairbanks, AK 99701
Designated Licensee:	Travis Fraser
Phone Number:	907-378-7437
Email Address:	travisfraser00@yahoo.com

☒ New Application ☐ Transfer of Ownership Application ☐ Renewal Application

☐ Onsite Consumption Endorsement

AMCO has 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).

To protest the approval of this application(s) pursuant to 3 AAC 306.060, you must furnish 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, and provide AMCO proof of service of the protest 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, or when a local government protests an application on the grounds that the 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.

This application will be in front of the Marijuana Control Board at our **April 5, 2017** meeting.

Sincerely,

Sara Chambers, Acting Division Director

amco.localgovernmentonly@alaska.gov



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February 16, 2017

Department of Environmental Conservation
Attn: Permitting Division
Via email: DEC.FSSPermit@alaska.gov

License Number:	11051
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Northlink, LLC
Doing Business As:	NORTHLINK, LLC
Physical Address:	1550 Cushman Suite B Fairbanks, AK 99701
Designated Licensee:	Travis Fraser
Phone Number:	907-378-7437
Email Address:	travisfraser00@yahoo.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: Andrew Lang ☒ DEC ☐ Fire Marshal

DATE: 03/10/2017 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,

Sara Chambers, Interim Director
marijuana.licensing@alaska.gov



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February 16, 2017

Department of Environmental Conservation

Attn: Permitting Division

Via email: DEC.FSSPermit@alaska.gov

License Number:	11051
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Northlink, LLC
Doing Business As:	NORTHLINK, LLC
Physical Address:	1550 Cushman Suite B Fairbanks, AK 99701
Designated Licensee:	Travis Fraser
Phone Number:	907-378-7437
Email Address:	travisfraser00@yahoo.com

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

REVIEWER: _____ ☐ DEC ☐ Fire Marshal

DATE: _____ PHONE: _____

☐ Compliant ☐ Non-compliant

COMMENTS: _____

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

Sincerely,

Sara Chambers, Interim Director
marijuana.licensing@alaska.gov

#11051
Northlink LLC
4/4/17

EXHIBIT 1



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

This form must be completed and 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:	Northlink LLC	License Number:	11051
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Northlink LLC		
Premises Address:	1550 Cushman Suite B		
City:	Fairbanks	State:	AK
		ZIP:	99701

Section 2 – Certification

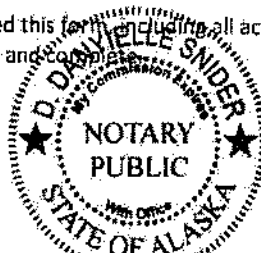
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government official and community council (if applicable):

Local Government: CITY OF FBKS Name of Official: D. DANYIELLE SNIDER
FNSB Planner III
 Title of Official: CITY CLERK Date Submitted: 02/02/17
 Community Council: _____ Date Submitted: _____
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

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

[Signature]
 Signature of licensee

Travis Feaser
 Printed name of licensee



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

My commission expires: 12/01/18

Subscribed and sworn to before me this 2nd day of FEBRUARY 20 17



CITY OF FAIRBANKS

Office of the City Clerk
800 CUSHMAN STREET
FAIRBANKS, ALASKA 99701-4615
OFFICE: 907-459-6702
FAX: 907-459-6710
cityclerk@ci.fairbanks.ak.us

April 4, 2017

Jane Sawyer, Business Registration Examiner
Alcohol and Marijuana Control Office (AMCO)
550 W 7th Avenue, Ste. 1600
Anchorage, Alaska 99501-3567

Dear Ms. Sawyer:

At the regularly-scheduled meeting of April 3, 2017, the Fairbanks City Council voted to **PROTEST** the application for the following NEW Marijuana Cultivation License until a Certificate of Occupancy is issued by the City Building Department:

License Type/Number:	Marijuana Cultivation Facility/License #11051
D.B.A.:	Northlink, LLC
Licensee/Applicant:	Northlink, LLC
Physical Location:	1550 Cushman Street, Fairbanks, AK

I will notify the Alcohol and Marijuana Control Office when a Certificate of Occupancy is issued for the premises. If you have any questions or would like further information do not hesitate to call me.

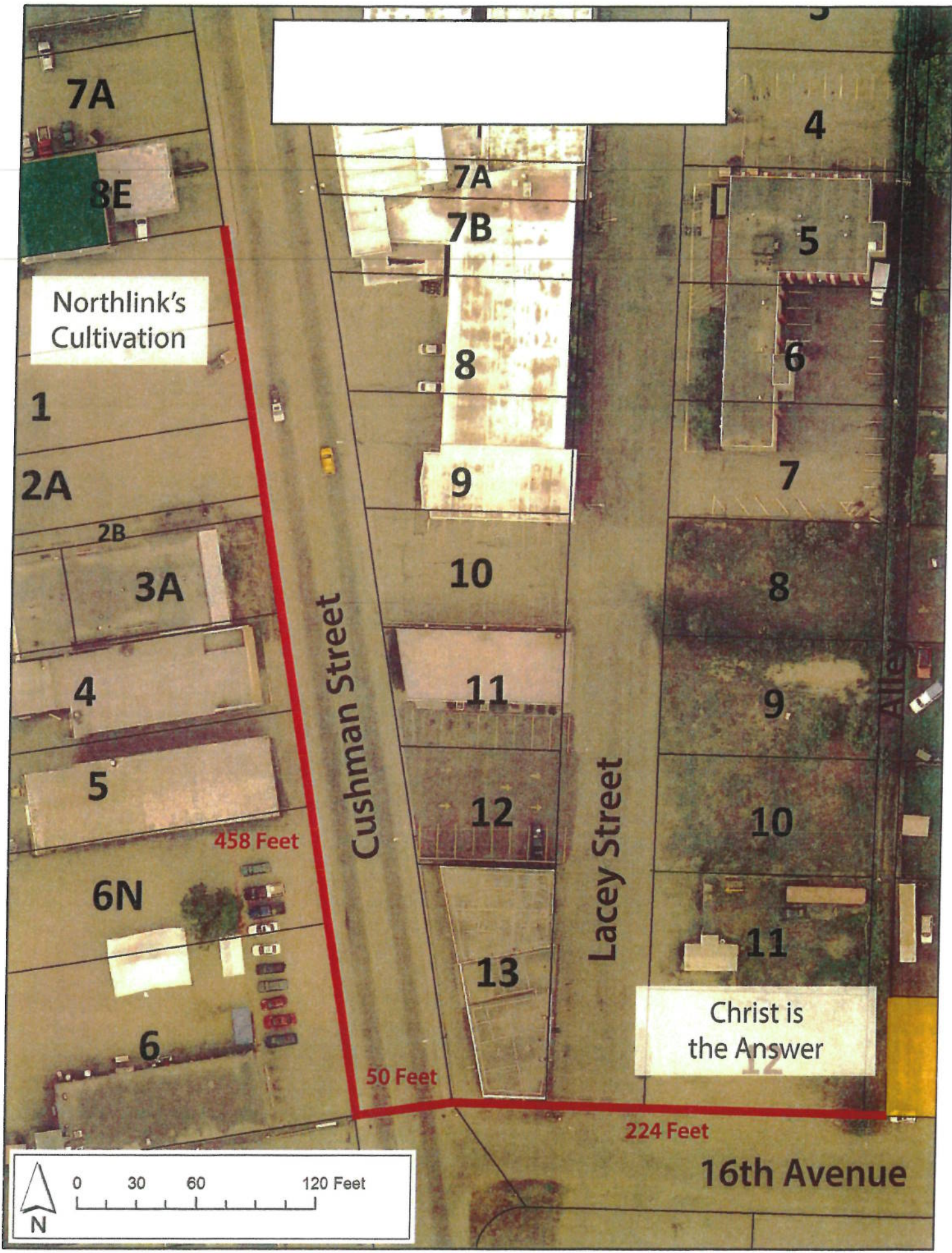
Sincerely,

A handwritten signature in black ink, appearing to read "D. Danyielle Snider".

D. Danyielle Snider, CMC
Fairbanks City Clerk

cc: File
Travis Fraser, Northlink, LLC
Jim Styers, City Fire Chief
Clem Clooten, City Building Official

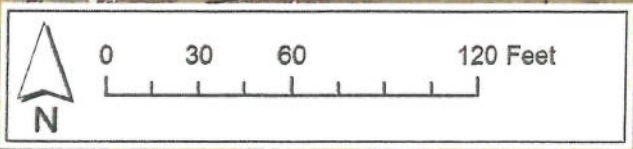
EXHIBIT 2

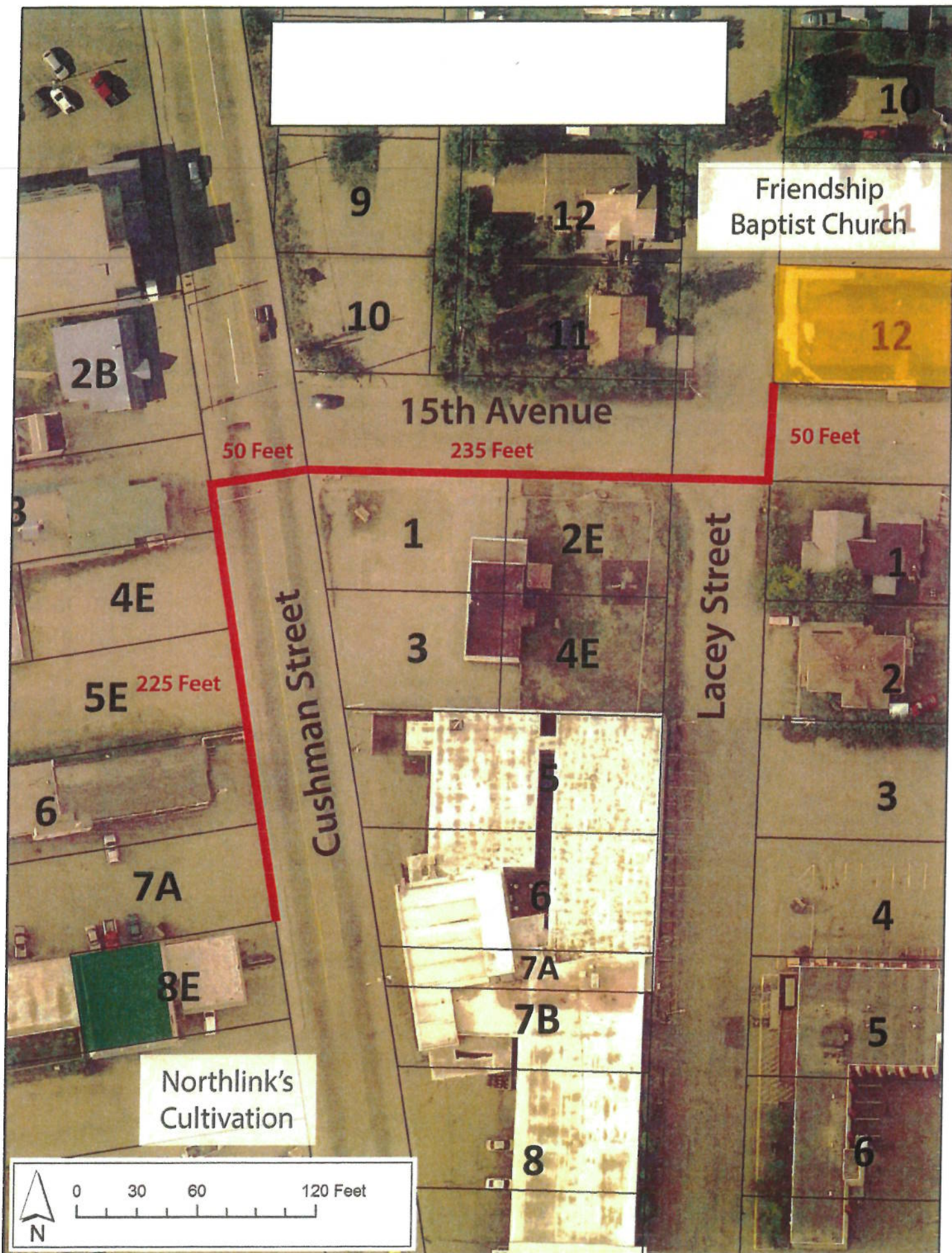


[Redacted Name]

Northlink's
Cultivation

Christ is
the Answer







Little Thinkers
Licensed Home Care

Northlink's
Cultivation

154 Feet
16th Avenue

50 Feet

Cushman Street

Stacia Street

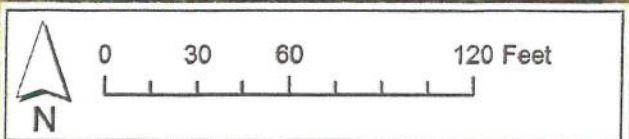


EXHIBIT 3

Brandon Emmett motions to accept all of 3 AAC 306.010 as amended 10:02:51 AM
Mark Springer seconds motion
Board votes, and motion carries unanimously 11:45:43 AM

Brandon Emmett motions to strike "child-centered facility including a school, daycare, or other facility providing services to children" and replace with "school" in 3 AAC 306.010(a). 10:04:25 AM

Mark Springer seconds motion

"Memorandum for all United States Attorneys: Guidance Regarding Marijuana Enforcement" from Deputy Attorney General James M. Cole dated August 29, 2013 (Cole Memo) handed out to Board members.

Discussion regarding the Cole Memo, federal drug-free zoning laws, definition of "school", distances from a school, AS 11.71.030 and AS 11.71.900(20).

Board votes, and amended motion carries unanimously 11:12:50 AM

Brandon Emmett motions to amend amendment to read "within 500 feet of a school or a recreation or youth center", and use the definition of "recreation or youth center" from AS 11.71.900(20). 10:46:47 AM

Mark Springer seconds motion

Motion carries unanimously

BREAK 10:52:14 AM

Discussion of public comments on 3 AAC 306.010 11:17:02 AM

Mark Springer motions to strike 3 AAC 306.010(b) 11:27:58 AM

Brandon Emmett seconds motion

Motion carries (3-1, Peter Mlynarik votes No)

Mark Springer motions to strike "violation of AS 04" from 3 AAC 306.010(d)(2) and replace with "violation of AS 04.16.051, AS 04.16.052, or AS 04.11.010" 11:42:01 AM

Brandon Emmett seconds motion

Motion carries unanimously

Brandon Emmett motions to accept 3 AAC 306.015 11:46:25 AM

Peter Mlynarik seconds motion

Board votes, and motion carries (3-2, Bruce Schulte and Brandon Emmett "No") 1:47:52 PM

Brandon Emmett motions to amend 3 AAC 306.015(a) to strike "direct or indirect financial interest" and replace with "controlling interest" 11:53:38 AM

Mark Springer seconds motion

Brandon Emmett withdraws motion to amend 12:19:06 PM

Mark Springer seconds

No vote

EXHIBIT 4



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

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

MEMORANDUM

TO: Chair and Members of the Board DATE: January 26, 2017
FROM: Sara Chambers RE: Tempt, LLC #11091
Interim Director, Marijuana Control
Board

This is an application for a Standard Marijuana Cultivation Facility in the Municipality of Anchorage by Tempt, LLC DBA Tempt, LLC

Date Application Initiated: 09/23/2016
Date Under Review: 10/24/2016
Incomplete Letter(s) Date: 01/16/2017
Date Final Corrections Submitted: 01/18/2017
Determined Complete/Notices Sent: 01/18/2017
Local Government Response/Date: 01/18/2017 – Protest pending municipal license and special land use permit
DEC Response/Date: N/A deferred
Fire Marshal Response/Date: N/A deferred
Objection(s) Received/Date: Yes

Concerns: Anchorage Driver Training, LLC is located next door to the proposed cultivation facility. The center holds a contract with the Anchorage School District to teach children aged 14 and up how to drive. Staff has considerable concern that Anchorage Driver Training, LLC, falls under the definition provided in 3 AAC 306.990(b)(35):

3 AAC 306.010. License restrictions (a) The board will not issue a marijuana establishment license if the licensed premises will be located within 500 feet of a school ground, a recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility

3 AAC 306.990(b)(35) "recreation or youth center" means a building, structure, athletic playing field, or playground (A) run or created by a local government or the state to provide athletic, recreational, or leisure activities for persons under 21 years of age; or (B) operated

by a public or private organization licensed to provide shelter, training, or guidance for persons under 21 years of age

Recommendation: If the board finds that Anchorage Driver Training meets the definition of "recreation or youth facility," it is recommended to deny based on the requirements of 3 AAC 306.010.

John Troutman, disabled vet and retired drug and alcohol counselor, provides testimony in support of the application and in marijuana.

Don Hart, investigator for Central Investigation Agency, provides testimony in favor of the application and encourages the Board to reconsider the possibility of giving her the definitiveness of it being complete. He adds that out of her own pocket, Adele Davis has been doing this thing all by herself all over the state; that she's been driving all over the state and doing this Green Cross thing, getting medical marijuana to patients.

Peter Mlynarik asks the Board members if in light of the public testimony, whether they would wish to go in any other direction than the one in which they have.

B. Complete Applications

- | | | | |
|---------------------------|---|---------------|----------------------|
| 1. License #11091: | Tempt, LLC | 2:18pm | <u>TAB 20</u> |
| Licensee: | Tempt, LLC | | |
| License Type: | Standard Marijuana Cultivation Facility | | |
| Premises Address: | 2410 E 88 th Avenue
Anchorage, AK 99507 | | |
| Local Government: | Municipality of Anchorage | | |

Matt and Tammy Seidler, applicants, identify themselves for the record.

*Mark Springer motions to approve license #10091 with delegation.
Brandon Emmett seconds the motion.*

Leslie Hysom, Anchorage Driver Training, states that they provide training to anyone ages 14 and above.

The Board members discuss whether or not this meets the definition of "recreation or youth facility" in regulation.

Cade Inscho, public member, states that this is a cultivation facility and would not be open to the public, so there shouldn't be an issue.

Motion to approve the license with delegation carries, 4-1 (Peter Mlynarik votes No).

● **APPLICATIONS FROM PREVIOUS MEETINGS**

A. Operating Plan Changes

- | | | | |
|---------------------------|--|---------------|----------------------|
| 1. License #10021: | Enlighten Alaska, LLC | 2:30pm | <u>TAB 21</u> |
| Licensee: | Enlighten Alaska, LLC | | |
| License Type: | Retail Marijuana Store | | |
| Premises Address: | 2600 Spenard Road
Anchorage, AK 99503 | | |
| Local Government: | Municipality of Anchorage | | |

EXHIBIT 5



FAIRBANKS NORTH STAR BOROUGH

907 Terminal Street ☆ P.O. Box 71267 ☆ Fairbanks, Alaska 99707-1267

Department of Community Planning

(907) 459-1280 ☆ FAX (907) 459-1255

MEMORANDUM

TO: Mayor Matherly and City of Fairbanks City Council

FROM: D. Christine Nelson, AICP, CFM *DCN*
Director of Community Planning

DATE: March 20, 2016

SUBJECT: Marijuana Buffer Distances

In regulating where marijuana facilities can be located, the borough and the state have different sensitive uses that must be buffered. These sensitive uses have different definitions, different buffer distances, and different ways that buffer distances are measured.

FNSBC 18.96.240(A)(3) addresses borough buffer distances for commercial marijuana establishments. More specifically, FNSBC 18.96.240(A)(3)(c) establishes the buffer distance of 100 feet from any "youth centers, group homes serving persons age 18 and under, public swimming pools, state licensed day care facilities, arcades, state licensed substance abuse treatment provider or facility providing substance abuse use treatment, church buildings, and residential zones (RE, RR, SF, TF, MF, MFO)". Borough buffer distances are measured directly from the closest edge of commercial marijuana establishment (building) to the lot line of the lot containing the sensitive use or zone in accordance with FNSBC 18.96.240(A)(3)(d) (see Exhibit #1).

Within a 500 foot perimeter measured directly around the marijuana cultivation facility proposed to be located in a portion of the building addressed as 1550 S. Cushman Street, there are two churches and a day care business. The borough's 100 foot buffer is met for all three of these sensitive uses.

"Little Thinkers Licensed Home Care" located at 1554 Stacia Street meets the borough's definition of a "state licensed daycare" and is located approximately 154 feet from the closest portion of the marijuana cultivation facility as measured to the property line of the day care, thereby meeting the FNSB's 100 foot buffer requirement (see Exhibit #2).

The state measures their buffer distances by shortest pedestrian route from the public entrance of the building in which the licensed premises would be located to the outer boundaries of a school ground, to the outer boundaries of the recreation or youth center, to the main public entrance of the building in which religious services are regularly conducted, or to the main public entrance of the correctional facility (see Exhibit #3).

The state has a definition of "child care facility" listed in 7 AAC 57.010(b) (see Exhibit #4) but does not have a marijuana buffer specified for a "child care facility" (see Exhibit #3). However, the state does have a 500-foot buffer for a "recreation or youth center" defined in 3 AAC 306.990(35) as: ***"recreation or youth center" means a building, structure, athletic playing field, or playground***

(A) run or created by a local government or the state to provide athletic, recreational, or leisure activities for persons under 21 years of age; or

(B) operated by a public or private organization licensed to provide shelter, training, or guidance for persons under 21 years of age;

Previously the state had not definitively included child care facilities in the category of "recreation or youth center" when the borough originally asked the question in April 2016 (see Exhibit #5A and B). Last week, at the request of FNSB Community Planning, the state reviewed Little Thinkers Licensed Home Care as it applies to the state's definition of recreation or youth center (see Exhibit #6)

The state also has a 500 foot buffer requirement for "a building in which religious services are regularly conducted". Attached maps illustrate one possible pedestrian route for each church location (see Exhibits #7 and #8) and are measured from lot line to lot line; not door to door as listed in state regulations (see Exhibit 3)

All measurements are based on FNSB GIS data layers. However, the maps and data, including shown buffers, are intended to provide users with a general idea of the provisions within Ordinance 2015-41 and should be used solely for general informational purposes. There may be errors in the data. FNSB does not warrant the accuracy of maps or data provided, nor their suitability for any particular application (see Exhibit 9). It is the applicant's responsibility to identify all of the uses within a 500-foot proximity of the lot (FNSBC 18.96.240(A)(5) as well as to comply with all other applicable legal requirements, including state buffer distances.

Enclosures:

- Exhibit 1: FNSBC 18.96.240 Standards for commercial marijuana establishments
- Exhibit 2: Map illustrating FNSB buffer distance for "Little Thinker Licensed Home Care"
- Exhibit 3: 3 AAC 306.010 License Restrictions
- Exhibit 4: State and FNSB definitions
- Exhibit 5A: Email to AMCO regarding day care as a recreation and youth center
- Exhibit 5B: Frequently Asked Questions (FAQs) posted on the AMCO website
- Exhibit 6: Email from AMCO regarding classification of "Little Thinkers" daycare
- Exhibit 7: Map illustrating potential pedestrian route to "Friendship Baptist Church"
- Exhibit 8: Map illustrating potential pedestrian route to "Christ is the Answer" church
- Exhibit 9: FNSB GIS marijuana map disclaimer

18.96.240 Standards for commercial marijuana establishments.

A. General Standards.

1. Applicability. Standards of this section shall apply to commercial marijuana establishments regardless of whether they are a permitted or conditional use.

2. A commercial marijuana establishment may only be allowed with the written consent of the owner of the property.

3. No marijuana establishment, except a marijuana testing facility, shall be located within the following buffer distances:

a. Five hundred feet of primary and secondary school buildings (K-12) including vocational programs, playgrounds, adult and juvenile correctional facilities and housing facilities owned by a public housing authority with children as residents; and

b. Two hundred feet of any post-secondary school buildings including but not limited to trade/technical/vocational schools, colleges and universities; and

c. One hundred feet of youth centers, group homes serving persons ages 18 and under, public swimming pools, state licensed day care facilities, arcades, state licensed substance use treatment provider or facility providing substance abuse use treatment, church buildings and residential zones (RE, RR, SF, TF, MF, MFO).

d. Buffer distances shall be measured from the lot line of the lot containing a use or zone listed in subsections (A)(3)(a) through (c) of this section to the commercial marijuana establishment.

e. Buffer distance measurements shall not extend beyond the nearest ordinary high water (OHW) mark of a river or lake or beyond the nearest edge of a right-of-way (ROW) of a controlled access facility.

4. Outdoor Storage. No outdoor storage of marijuana, marijuana products or hazardous substances shall be allowed.

5. In all zones in which marijuana establishments, with the exception of a marijuana testing facility, are a permitted or conditional use, the applicant shall include an area map drawn to scale indicating all land uses on complete parcels within a 500-foot proximity of the lot upon which the applicant is seeking a zoning permit or conditional use permit.

6. Marijuana establishments other than marijuana cultivation facilities, indoor small and marijuana testing facilities located in GU-1 or GU-5 zoning and adjacent to a lot upon which a principal building used as a dwelling is located are a conditional use subject to the requirements of this title.

B. Cultivation Facility Standards.

1. Yard Setbacks. Outdoor marijuana cultivation facilities, including all land planted with marijuana, shall be located at least 50 feet from a lot line.

2. Height Limitations.

a. The maximum height for a marijuana cultivation facility, indoor small shall be 35 feet.

b. The maximum height for a marijuana cultivation facility, indoor large shall be 75 feet. (Ord. 2015-41 § 19, 2015; Ord. 2016-30 § 4, 2016)

Exhibit #2



3 AAC 306.010

ALASKA ADMINISTRATIVE CODE

3 AAC 306.010

Authority: AS 17.38.010
 AS 17.38.070
 AS 17.38.121

AS 17.38.150
 AS 17.38.190

AS 17.38.200
 AS 17.38.900

3 AAC 306.010. License restrictions. (a) The board will not issue a marijuana establishment license if the licensed premises will be located within 500 feet of a school ground, a recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility. The distance specified in this subsection must be measured by the shortest pedestrian route from the public entrance of the building in which the licensed premises would be located to the outer boundaries of the school ground, the outer boundaries of the recreation or youth center, the main public entrance of the building in which religious services are regularly conducted, or the main public entrance of the correctional facility. This section does not prohibit the renewal of an existing marijuana establishment license or the transfer of an existing marijuana establishment license to another person if the licensed premises were in use before the school ground, recreation or youth center, the building in which religious services are regularly conducted, or a correctional facility began use of a site within 500 feet. If an existing marijuana establishment license for premises located within 500 feet of a school ground, a recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility is revoked or expires, the board will not issue another marijuana establishment license for the same premises unless the school ground, the recreation or youth center, the building in which religious services are regularly conducted, or the correctional facility no longer occupies the site within 500 feet.

(b) The board will not issue a marijuana establishment license if the licensed premises will be located in a liquor license premises.

(c) The board will not issue a marijuana establishment license when a local government protests an application under 3 AAC 306.060 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.

(d) The board will not issue a marijuana establishment license to a person that

(1) is prohibited under AS 17.38.200(i) from receiving a marijuana establishment license because of a conviction of a felony; if the applicant is a partnership, limited liability company, or corporation, the board will not issue a license if any person named in 3 AAC 306.020(b)(2) is prohibited under AS 17.38.200(i) from obtaining a license; in this paragraph, "conviction of a felony" includes a suspended imposition of sentence;

(2) has been found guilty of

(A) selling alcohol without a license in violation of AS 04.11.010;

(B) selling alcohol to an individual under 21 years of age in violation of AS 04.16.051 or 04.16.052; or

7 AAC 57.010 (b)

A child care facility

(1) means a place where child care is regularly provided for children after 6:00 a.m. and before 10:00 p.m., unless nighttime care is authorized by the department;

(2) includes a child care center, a child care group home, and a child care home;

(3) includes the physical location of the facility, including any child care entity; in this paragraph, "entity"

(A) means the other parts of the building housing the facility, and adjoining grounds over which the administrator has direct control;

(B) includes the land, vehicles, equipment, supplies, water supply, wastewater system, and plumbing associated with the entity.

3 AAC 306.990. Definitions

(35) "recreation or youth center" means a building, structure, athletic playing field, or playground

(A) run or created by a local government or the state to provide athletic, recreational, or leisure activities for persons under 21 years of age; or

(B) operated by a public or private organization licensed to provide shelter, training, or guidance for persons under 21 years of age;

FNSB Definitions –

"Day care facility" means a home or institution used and maintained to provide care for seven or more individuals unrelated to the care provider.

"Youth center" means any public or private recreational facility and/or gymnasium, including any parking lot appurtenant thereto, intended primarily for use by persons under 18 years of age, which regularly provides athletic, civic, or cultural activities.

AMCO Frequently Asked Questions –

Does a daycare qualify as a "recreation or youth center", as it pertains to 3AAC 306.010?

This is a complex question that AMCO cannot provide a definitive answer for. Some guidance on how the Marijuana Control Board feels regarding this issue can be found in the meeting minutes from the August 10 and 11, 2015 meetings. Keep in mind, local governments could interpret this provision differently than the MCB.

Bryan Sehmel

From: AMCO Local Government Only (CED sponsored)
<amco.localgovernmentonly@alaska.gov>
Sent: Thursday, April 07, 2016 11:10 AM
To: Bryan Sehmel
Cc: AMCO Local Government Only (CED sponsored)
Subject: RE: youth center definition

Hello Bryan,

The question of whether a daycare qualifies as a "youth center" is a complex question that AMCO cannot provide a definitive answer for. Some guidance on how the Marijuana Control Board feels regarding this issue can be found in the meeting minutes from the August 10 and 11, 2015 meetings. Keep in mind, local governments could interpret this provision differently than the MCB.

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 |



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From: Bryan Sehmel [mailto:BSehmel@fnsb.us]
Sent: Thursday, April 07, 2016 10:49 AM
To: AMCO Local Government Only (CED sponsored)
Subject: youth center definition

Good morning,

I have another one for you courtesy of my supervisor. An Assembly member has suggested that the State's definition of "youth center" could be interpreted to include daycares. Does the State have any interpretation on this?

This has direct implication to a cultivation and retail facility that was recently permitted that is outside of the Borough's required 100-foot sensitive use buffer for licensed day care facilities, but appears to be well within the State's 500-foot nearest pedestrian route (were it to apply).

Thank you for your feedback.

Bryan Sehmel
Planner III – Code Enforcement
Department of Community Planning
907-459-1270 / bsehmel@fnsb.us

Fairbanks North Star Borough
PO Box 71267 / 809 Pioneer Road
Fairbanks, AK 99707-1267

LOCAL OPTION QUESTIONS:

- ▶ Will individual communities be able to opt out of allowing commercial marijuana establishments?
- ▶ Where can I find a list of communities that have already opted out?
- ▶ Do you maintain a list of municipal zoning ordinances or other local government ordinances related to marijuana?
- ▶ I want to open a marijuana business at 123 Sally Street in Medium City, Alaska. Can you tell me if this location will work for me?
- ▶ The 500 foot buffer zone blocks off the location I want to use for a marijuana licensed premises. Can my local government seek a variance from the Marijuana Control Board to allow it?

REGULATORY QUESTIONS:

- ▶ Who wrote the regulations in 3 AAC 306?
- ▶ Where can I get a copy of the marijuana regulations?
- ▶ The location of the premises I am considering is near a park. Is that allowed?
- ▶ Does a daycare qualify as a "recreation or youth center", as it pertains to 3AAC 306.010?

This is a complex question that AMCO cannot provide a definitive answer for. Some guidance on how the Marijuana Control Board feels regarding this issue can be found in the meeting minutes from the August 10 and 11, 2015 meetings. Keep in mind, local governments could interpret this provision differently than the MCB.

- ▶ Do the existing regulations allow a home-rule municipality to protest the issuance of a marijuana license? Also, do they preclude home-rule municipalities from charging a permit fee to operate marijuana facilities in city limits?

TRANSPORTATION OF MARIJUANA:

- ▶ How much is allowed to be carried for personal possession?
- ▶ Is there a 5 pound or other limit for transporting commercially?
- ▶ Does it have to be carried on or can it be checked, or shipped without a person accompanying it (like goldstreak)?
- ▶ How does it have to be packaged?
- ▶ What do the permits and manifests look like?
- ▶ Who do they contact if they have questions? Enforcement email

Christine Nelson

From: Stonecipher, Amanda M (CED) <amanda.stonecipher@alaska.gov>
Sent: Monday, March 20, 2017 2:55 PM
To: Christine Nelson
Subject: 1550 South Cushman Cultivation Buffer Zone issue

Christine,

I was advised by the MCB Legal Counsel that the regulation regarding State buffer zones (3 AAC 306.010 License Restrictions) for marijuana establishments, specifically in regards to a youth facility, is in fact interpreted as meaning that the daycare in question, Little Thinkers, is included as a youth facility by definition.

The State definition under 3 AAC 306.990(35) defines "recreation or youth center" as a building, structure, athletic playing field, or playground (a) run or created by a local government to the state to provide athletic, recreational, or leisure activities for persons under 21 years of age; or (b) operated by a public or private organization licensed to provide shelter, training, or guidance for persons under 21 years of age.



Amanda Stonecipher
Investigator III
Enforcement Unit
Alcohol & Marijuana Control Office
1648 S. Cushman St., Ste 203
Fairbanks, AK 99701
Office (907) 451-2748
Cell (907) 987-6656
amanda.stonecipher@alaska.gov

Exhibit #7

Friendship
Baptist Church

15th Avenue

50 Feet

235 Feet

50 Feet

Cushman Street

Lacey Street

5E 225 Feet

Northlink's
Cultivation

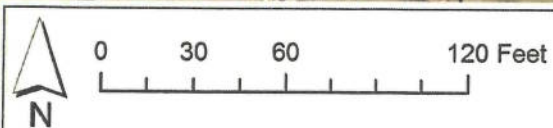


Exhibit #8

7A

8E

4

7A

7B

5

Northlink's
Cultivation

8

6

1

9

7

2A

2B

10

8

3A

11

9

4

12

10

5

13

11

6N

Christ is
the Answer

6

50 Feet

224 Feet

Cushman Street

Lacey Street

Alley

16th Avenue



0 30 60 120 Feet



FNSB Internet GIS

DATA ACCURACY AND DISCLAIMER

Please note that while the information contained in our GIS is believed to be fairly reliable, it is preliminary and not guaranteed to be completely accurate or up-to-date. The maps and data, including shown buffers, are intended to provide users with a general idea of the provisions within Ordinance 2015-41 and should be used solely for general informational purposes only. If you need information related to a specific property, including requirements for conditional use permits or zoning permits, please contact the Department of Community Planning directly. Please note that when applying for a zoning permit or a conditional use permit for a marijuana facility, it is the applicant's responsibility to identify all of the uses within a 500-foot proximity of the lot (FNSBC 18.50.300.A.5) as well as to comply with all other applicable legal requirements. The maps and data are made available on the condition that users agree that the FNSB will not be held liable for any loss, injury, or damage of any kind, whether direct or indirect, resulting from any errors or omissions in the maps, data, or other information contained therein. The maps and data on this site may not be reproduced, republished, or resold in any form, including the internet, and may not be used for any commercial purpose without the express written permission or prior agreement of the Fairbanks North Star Borough. Misuse of the maps and data may be considered a violation of copyright under 17 USC §101 et seq., and/or may cause the user to be subject to civil liability. If you understand and agree to the above terms, click the 'OK' button. Otherwise, click 'Cancel'.

OK Cancel

Exhibit #9

EXHIBIT 6

7 AAC 57.010 (b)

A child care facility

(1) means a place where child care is regularly provided for children after 6:00 a.m. and before 10:00 p.m., unless nighttime care is authorized by the department;

(2) includes a child care center, a child care group home, and a child care home;

(3) includes the physical location of the facility, including any child care entity; in this paragraph, "entity"

(A) means the other parts of the building housing the facility, and adjoining grounds over which the administrator has direct control;

(B) includes the land, vehicles, equipment, supplies, water supply, wastewater system, and plumbing associated with the entity.

3 AAC 306.990. Definitions

(35) "recreation or youth center" means a building, structure, athletic playing field, or playground

(A) run or created by a local government or the state to provide athletic, recreational, or leisure activities for persons under 21 years of age; or

(B) operated by a public or private organization licensed to provide shelter, training, or guidance for persons under 21 years of age;

FNSB Definitions –

"Day care facility" means a home or institution used and maintained to provide care for seven or more individuals unrelated to the care provider.

"Youth center" means any public or private recreational facility and/or gymnasium, including any parking lot appurtenant thereto, intended primarily for use by persons under 18 years of age, which regularly provides athletic, civic, or cultural activities.

AMCO Frequently Asked Questions –

Does a daycare qualify as a "recreation or youth center", as it pertains to 3AAC 306.010?

This is a complex question that AMCO cannot provide a definitive answer for. Some guidance on how the Marijuana Control Board feels regarding this issue can be found in the meeting minutes from the August 10 and 11, 2015 meetings. Keep in mind, local governments could interpret this provision differently than the MCB.

From: Marijuana Licensing (CED sponsored)
To: ["Travis Fraser"](#)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: RE: Marijuana License Application #11051 Northlink, LLC *Incomplete Letter*
Date: Monday, February 13, 2017 9:10:00 AM

Good Morning Travis,

I have reviewed the corrections for #11051 Northlink. The only thing that still needs to be corrected is the licensee field on page 1, section 1 of the following forms:

- MJ-01
- MJ-02
- MJ-04
- MJ-09 for both individuals

These forms still list Travis Fraser as the licensee, but it should be Northlink, LLC as that is how you applied for the license.

Once I receive these corrections, the application will be complete.

As for the address for True Dank, the reason I added the suite a in the system is because the lease states that True Dank, LLC has right of possession to suite a.

Let me know if you have any further questions.

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 |



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From: Travis Fraser [mailto:travisfraser00@yahoo.com]
Sent: Friday, February 10, 2017 11:04 AM
To: Marijuana Licensing (CED sponsored)
Subject: Re: Marijuana License Application #11051 Northlink, LLC *Incomplete Letter*

Thank u for your response I have modified everything for northlink #11051 that needed modification and emailed to your office feb

7 ,I have received no response since sent and making sure these documents were received and are up to par in hopes of making sure board has what they need to assure meeting in April and start a timeline for growing , I am trying to figure out when we can start growing after seeing several other operations growing plants before they have received license I have heard 18" plants and I am trying to figure out where this information is and when we can start like the other businesses I have seen .we have our zoning permits from Fairbanks North Star borough 7 months ago And looking to try and

make a schedule based on facts from your office and would appreciate any information on this

Also on true dank license #11053

As far as the changing of address from 1550 cushman to 1550 cushman suite a
1550 cushman should stand as that address

Since suite b is redone to show northlink as the tenant the separation of the two businesses please
let me know if this sounds reasonable if it is not i will modify all paperwork for true dank and get it to
u early next week as northlink is the priority at this point for obvious reasons ,the cost of sitting on
and heating building we have purchased this fall is quickly becoming formidable
I understand I am not the only one and I understand u are all very busy thank u for your time
Travis Fraser

Sent from my iPhone

On Feb 1, 2017, at 2:23 PM, Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
wrote:

Hi Travis,

You can send only those pages that require a correction along with a cover sheet.

Please let me know if you have any additional questions moving forward.

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 |



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From: Travis Fraser [<mailto:travisfraser00@yahoo.com>]

Sent: Wednesday, February 01, 2017 2:11 PM

To: Marijuana Licensing (CED sponsored)

Subject: Re: Marijuana License Application #11051 Northlink, LLC *Incomplete Letter*

Thank u for your response I will address all issues and have them for u as soon as
possible How do I format this for your convenience. Do I just send pages that need to
be changed with cover page and reference your listed page and block or do I need to
send each mj application in its entirety after being modified

Sent from my iPhone

On Feb 1, 2017, at 10:09 AM, Marijuana Licensing (CED sponsored)
<marijuana.licensing@alaska.gov> wrote:

Hello,

AMCO staff has reviewed the online application and supplemental documents submitted for the proposed marijuana establishment license referenced above. Please read the attached letter regarding items that need to be corrected and/or resubmitted.

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 |



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<11051 Incomplete Application Letter .pdf>

From: Marijuana Licensing (CED sponsored)
To: ["travisfraser00@yahoo.com"](mailto:travisfraser00@yahoo.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Marijuana License Application #11051 Northlink, LLC *Complete Notice*
Date: Thursday, February 16, 2017 9:50:00 AM
Attachments: [11051 Applicant Notice.pdf](#)

Good Morning Travis,

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

The April 5th MCB meeting will be held in Anchorage in the Atwood building. The call in # will be posted to our website about a week prior to the meeting.

Let me know if you have any questions.

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 |



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From: Marijuana Licensing (CED sponsored)
To: [decfsspermit \(DEC sponsored\)](#)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: DEC Notification of Complete Marijuana License Application #11051 Northlink, LLC
Date: Thursday, February 16, 2017 9:36:00 AM
Attachments: [11051 DEC Notification.pdf](#)
[11051 MJ-01 Operating Plan.pdf](#)
[11051 MJ-02 Premises Diagram.pdf](#)
[11051 MJ-04 Cultivation Supplemental Operating Plan.pdf](#)
[11051 Online Application_Redacted.pdf](#)

Hello,

Please find the attached notification for a new marijuana license application in the City of Fairbanks.

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.

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From: Marijuana Licensing (CED sponsored)
To: ["travisfraser00@yahoo.com"](mailto:travisfraser00@yahoo.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Marijuana License Application #11051 Northlink, LLC *Incomplete Letter*
Date: Wednesday, February 01, 2017 10:09:00 AM
Attachments: [11051 Incomplete Application Letter .pdf](#)

Hello,

AMCO staff has reviewed the online application and supplemental documents submitted for the proposed marijuana establishment license referenced above. Please read the attached letter regarding items that need to be corrected and/or resubmitted.

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 |



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Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 cushman				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Entity Documents
-----------------	------------------

OFFICE USE ONLY

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

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

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Corporations Search

NAME(S)

Type	Name
Legal Name	Northlink, LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10041092
Status: Good Standing
AK Formed Date: 9/2/2016
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018
Entity Mailing Address: PO BOX 10974, FAIRBANKS, AK 99710
Entity Physical Address: 1550 SOUTH CUSHMAN, FAIRBANKS, AK 99701

REGISTERED AGENT

Agent Name: Travis Fraser
Registered Mailing Address: PO BOX 10974, FAIRBANKS, AK 99710
Registered Physical Address: 1550 SOUTH CUSHMAN, FAIRBANKS, AK 99701

OFFICIALS

AK Entity#	Name	Titles	Percent Owned
	Travis Fraser	Member	66.67
	Zarin Taylor	Member	33.33

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
9/2/2016	Creation Filing		
9/14/2016	Initial Report		

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

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

Northlink, LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **September 02, 2016**.

A handwritten signature in black ink, appearing to read "Ch Hladick".

Chris Hladick
Commissioner

NORTHLINK, LLC OPERATING AGREEMENT

The undersigned, as owners of the Company, enter into this Operating Agreement at Fairbanks, Alaska effective October 14, 2016, under the name, Northlink, LLC. The undersigned owners shall sometimes be referred to as "Members" or "Owners."

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Members intending legally to be bound, agrees as follows:

Article I Definitions

The following italicized terms shall have the meaning specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them:

"Act" means the Alaska Limited Liability Company Act, as amended from time to time.

"Agreement" means this Operating Agreement, as amended from time to time.

"Articles" means the Articles of Organization filed with the State of Alaska on September 2, 2016.

"Books and Records" means the books and records of the Company, including this Agreement, tax returns, financial statements, and minutes of Member meetings.

"Capital Contribution(s)" means the amount of money and value of any Property (other than money) contributed to the Company at any time by a Member.

"Capital Event" means a Condemnation, Casualty, Sale or Refinancing.

"Casualty" means an event or occurrence that results in destruction or damage to any item or parcel of Company Properties

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

"Company" means the limited liability company formed in accordance with this Agreement.

"Condemnation" means any (a) taking of any item or part of or interest in Company Properties under the power of condemnation or eminent domain; (b) conveyance of any item or part of or interest in Company Properties in lieu of condemnation; or (c) act or omission by any governmental authority causing injury or damage to any item or part of or interest in Company Properties compensable under the doctrine of inverse condemnation.

"Department" means the Department of Community and Economic Development.

"Depreciation" means for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year or other period; *provided, however*, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year or other period bears to such beginning adjusted tax basis; and *provided further* that, if the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value.

"Dissolution Event(s)" means a reference to one or more events described in the subparagraphs of paragraph 10.1.

"Fair Market Value" means the Fair Market Value of the Units as of any date and for all purposes means the value set by the Member's at the annual meeting. If the Members fail to re-determine the unit purchase price for a particular period as scheduled, the last stipulated purchase price shall control. From the valuation of the total outstanding units, a price per unit shall be determined.

"Interest" means a Person's share of the profits and losses of, and the right to receive distributions from, the Company.

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

"Involuntary Withdrawal" of a Member shall mean the death, retirement, resignation, expulsion or bankruptcy of such Member and any other event which terminates the continued membership of such Member in the Company.

"Majority" means the affirmative vote of holders of a majority of the then-outstanding Units entitled to vote on a matter submitted for the approval of the Members.

"Member" means the following persons are Members and they are also the Charter Members of the LLC.

Member/Address:	Initial Contribution:	Units Owned:	Ownership Interest:
Travis Fraser PO Box 10974 Fairbanks, AK 99710	\$10,000	667	66.67%
Zarin Taylor 9138 Arlon Street STE A3 PMB 723 Anchorage, AK 99507	\$20,000	333	33.33%

"Member" includes each Person who may hereafter be admitted as a Member of the Company in accordance with the terms of this Agreement.

"Non Selling Member" is defined in subparagraph 9.1.1.

"Non Selling Member Offer Period" is defined in subparagraph 9.1.1.3.

"Offer" is defined in subparagraph 9.1.1.

"Offer Statement". Defined in subparagraph 9.1.1.1.

"Offered Units". Defined in subparagraph 9.1.1.1.

"Percentage" 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, limited liability partnership, trust, estate, or other entity.

"Regulation(s)" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Sale" is any transaction that constitutes or commits the Company to the conveyance, assignment or disposition of any parcel or interest in the Company Properties.

"Selling Member" is defined in subparagraph 9.1.1.

"Transfer" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to

sell, hypothecate, pledge, assign, or otherwise transfer.

"Transferee" is a Person who acquires Units by reason of a Transfer.

"Unit" is the equity interest in the Company existing under this Agreement and the Act, at any particular time, whether held by a Member, or a Transferee of a Member, subject to the obligations associated with such interest under this Agreement or the Act.

"Unit Holder" is any Person who owns or holds Units, whether as a Member or a Transferee of a Member.

Article II Organization and Purpose

2.1. *Organization.* The Members have organized a limited liability company pursuant to the Act and the provisions of this Agreement and, has caused the Articles of Organization to be executed and filed for record with the Department.

2.2. *Name of the Company.* The name of the Company shall be "Northlink, LLC." The Company may do business under that name and under any other name or names which the members may select. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file an assumed business name as required by law.

2.3. *Purpose.* The Company is organized for any lawful purpose and to do any and all things necessary, convenient, or incidental to that purpose.

2.4. *Term.* The term of the Company shall begin upon the acceptance of the Articles of Organization by the Department and shall be perpetual unless its existence is terminated pursuant to *Article X* of this Agreement or the mandatory provisions of the Act.

2.5. *Principal Office.* The principal office of the Company in the State of Alaska shall be located at 1550 South Cushman, Fairbanks, AK 99701, or at any other place within the State of Alaska that the members select.

2.6. *Registered Agent.* The name and address of the company's registered agent shall be Travis Fraser, PO Box 10974, Fairbanks, AK 99710.

2.7. *No Partnership Intended.* The Members have formed the Company under the Act, and expressly do not intend to form a partnership under Alaska partnership law or a corporation under the Alaska Corporations Code. The Members, in their capacities as Members, do not intend to be partners of or among each other, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner, that Member who makes such representation shall be liable to any other Member that incurs personal liability by reason of such wrongful representation.

2.8. *Filings in Compliance with Law; Title.*

2.8.1. The Managing Member shall take any and all actions necessary to perfect and maintain the status of the Company as a limited liability company under the Act, including the filing of such certificates and biennial reports and the taking of all other actions required for the continuance of the Company under the Act and this Agreement.

2.8.2. The Managing Member, if responsible for the winding up of the Company, shall file a certificate of dissolution with the Corporations Section of the State of Alaska, Department of Community and Economic Development, upon the dissolution and the completion of winding up of the Company.

2.8.3. All Property acquired by the Company shall be acquired and held by the Company in its name.

2.9. *Member Investment.* Each Member expressly acknowledges, by signing this Agreement, that he is purchasing Units in this Company. Each Member further acknowledges that he has had the opportunity to consult his financial advisor, accountant, lawyer or other professional before investing in the Company, and has in fact done so. Each Member understands and acknowledges that CSG, Inc. ("CSG") represents Travis Fraser and not the entity itself or any other Member. The Members agree that although CSG has drafted this Agreement, the legal principal of construing the Agreement against the drafter shall not apply.

2.9.1. Each Member acknowledges that the Company is exempt from registering any investment in the Company under AS 45.55.070 pursuant to AS 45.55.900(b). Each Member further acknowledges that no commission or other remuneration was paid directly or indirectly for soliciting any investor, and further acknowledges that no public solicitation or advertisement was made at all.

2.9.2. Upon issuance of any document evidencing ownership in the Company, a legend shall be placed on the certificate stating that "this security is not registered under AS 45.55.070 and cannot be resold without registration under this chapter or exemption from it. In addition, this security is subject to ownership and transfer restrictions appearing in the Operating Agreement and other Member Agreements." Each Member represents that before investing in the Company he or she had the opportunity to consult with an independent accountant, advisor or attorney.

2.10. *Member Acknowledgement of Non-Securities Registration.* By signing this Agreement, each Member acknowledges that he is buying for investment purposes and that the securities, if any, will not be resold without registration under AS 45.55.070 or

exemption from it. Each Member expressly acknowledges that this is a high-risk purchase of Units, and no guarantees, warranties or representations of any kind have been made regarding its potential profitability. Each Member represents that he has sufficient business judgment and economic wherewithal to invest in this Company and that the loss of any investment will not cause any significant financial harm.

2.11. Federal and State Taxation of LLC and Members.

2.11.1. Federal Taxation under Subchapter S. On and after the effective date of its S election under Internal Revenue Code Section 1362(a):

2.11.1.1. The LLC shall be subject to federal income taxation under Internal Revenue Code Subchapter S.

2.11.1.2. The members shall be subject to federal income taxation on the income, expenses, losses and other dollar items (collectively, "tax items") of the LLC as the shareholders of an S corporation.

2.11.2. State Taxation. The LLC and the members shall be taxable under the laws of Alaska as provided by those laws and by the regulations thereunder.

2.12. LLC's Accounting Method

2.12.1. Use of Federal Income Tax Definitions. In computing its income, deductions and other tax and financial items, the LLC shall use federal income tax definitions and rules to the extent that these definitions and rules are available in applicable federal tax authorities.

2.12.2. Cash Basis. In determining when to recognize income, expenses and other tax items, the LLC shall use the cash basis.

Article III

The LLC's Election to be Taxable as an S Corporation

3.1. The LLC's S Election. On or promptly after the effective date:

3.1.1. The Managing Member and, to the extent necessary, the other Members shall cause the LLC to make an election to be taxable as an S corporation (the "LLC's S election") by filing with the Internal Revenue Service (the "IRS") a properly completed Form 2553 ("Election by a Small Business Corporation");

3.1.2. The LLC shall obtain from the IRS a letter evidencing the IRS's acceptance of that election; and

3.1.3. The Managing Member shall cause this letter to be filed in a safe place where it may be readily retrieved when needed.

3.2. *Managing Member's and Members' Acknowledgements Concerning Subchapter S.* The Managing Member and Members acknowledge as follows:

3.2.1. The LLC's S election can provide valuable tax benefits to the LLC and the Members.

3.2.2. The rules affecting the LLC's obtaining and retention of its S election are numerous and complex.

3.2.3. Any breach of these rules may have a serious adverse tax effect on the LLC and the Members.

3.2.4. Compliance with these rules will sometimes require the assistance of a tax professional with substantial Subchapter S expertise.

3.3. *Members' Duty to Consult with LLC's Tax Adviser, Etc.*

3.3.1. *Duty to Consult.* Before undertaking any of the following actions, the Managing Member shall use reasonable best efforts to consult with the LLC's principal tax adviser concerning the tax implications of the transaction and may require the other Members, subject to their reasonable expectations of privacy with respect to personal tax affairs, to consult with the LLC's tax adviser about the effect of the action on the LLC's S election:

3.3.1.1. *Allocations and Distributions.* The Members shall use reasonable best efforts to consult with the LLC's tax adviser (a) before the LLC makes any allocation or distribution not previously approved by the LLC's tax adviser; and (b) before the LLC changes the timing of any distribution.

3.3.1.2. *Issuance of Units.* The Members shall use reasonable best efforts to consult with the LLC's tax adviser before the LLC issues any Units or other membership rights to any person.

3.3.1.3. *Sale of Units.* The Members shall use reasonable best efforts to consult with the LLC's tax adviser before any Member sells, gives or otherwise transfers or disposes of all or any part of the Member's Units or other Membership rights.

3.3.1.4. *Redemptions.* The Members shall use reasonable best efforts to consult with the LLC's tax adviser before the LLC redeems all or any part of a Member's Units or other Membership rights.

3.3.1.5. *Loans.* The Members shall use reasonable best efforts to consult with the LLC's tax adviser before either Member makes any loan to the LLC and before the LLC makes any loan to any Member.

3.3.1.6. *Withholding of Taxes.* The Members shall consult with the LLC's tax adviser before the LLC withholds or pays taxes on behalf of the Members to any state or other tax authority in a manner not already approved by the tax adviser.

3.3.1.7. *Acquiring Ownership Interests in Another Entity.* The Members shall use reasonable best efforts to consult with the LLC's tax adviser before the LLC acquires an ownership interest in any other entity.

3.3.1.8. *Change of LLC's Purpose.* The Members shall use reasonable best efforts to consult with the LLC's tax adviser before making any change in the LLC's purpose or lines of business.

3.3.1.9. *Change of Accounting Method or Taxable Year.* The Members shall use reasonable best efforts to consult with the LLC tax adviser before changing the LLC's accounting method or taxable year.

3.3.1.10. *Other Actions.* The Members shall use reasonable best efforts to consult with the LLC's tax adviser before any Member or the LLC takes any other action relating to the LLC or its business or internal affairs outside the ordinary course of the LLC's business.

3.3.2. *Death of a Member.* Upon the death of a Member, the other Members shall consult with the LLC's tax adviser about possible Subchapter S issues that may arise because of the death.

3.3.3. *Validity of Actions Taken without Consultation.* The failure of any Member to consult with the LLC's tax adviser before taking any of the above actions shall have no effect on the validity of the action.

3.4. *Revocation of LLC's S Election.* The Members may revoke the LLC's S election only by unanimous vote of the Members.

3.5. *Inadvertent Termination of LLC's S Election.*

3.5.1. *Application for Waiver.* If the LLC's S election is inadvertently terminated for any reason, the LLC shall, at the discretion of the Managing Member, apply under IRC Section 1362(f) for a waiver of the termination and shall make all adjustments necessary to obtain the waiver.

3.5.2. *Costs of Application for Waiver.* If the LLC's S election is inadvertently terminated because of the negligence of any Member and if, under Section 3.6.1, the LLC applies for a waiver of the termination, the Member whose negligence has caused the termination shall reimburse the LLC for its costs in seeking a waiver of the termination.

3.5.3. *Change in Estate Plan.* Each Member agrees not to change the Member's Estate Plan in any way that would result in the Company losing its S Corporation status. Any attempt to transfer Units, whether during life or upon death, pursuant to estate planning documents that would result in the Company losing its S-election, shall be deemed invalid and shall fail.

3.6. *Money Damages for Knowing or Negligent Termination of S Election.* If any Member knowingly or negligently takes any action that results in the termination of the LLC's S election and if this termination results in any federal or state tax to the other Members for which the other Members would not otherwise have been liable, the Member whose action has caused the termination shall be liable to the other Members for money damages for the amount of this tax and for all other resulting costs and damages to the other Members, including reasonable accountants' and lawyers' fees.

3.7. *The Members' Acknowledgement of Importance of LLC Tax Planning and Compliance.* The Members acknowledge the importance to the LLC and to the Members of:

3.7.1. Competent tax planning for the LLC and for the Members as Members in connection with the LLC's formation, operation, dissolution and winding-up; and

3.7.2. Full compliance by the LLC and the Members with federal, state and local tax requirements applicable to the LLC and to the Members in their capacity as members.

3.8. *Members' Duty to Cooperate with Principal Tax Adviser.* In connection with the LLC's formation and thereafter, the members shall reasonably cooperate with the LLC's principal tax adviser to ensure adequate LLC tax planning and compliance.

3.9. *Tax Elections.* The Managing Member shall cause the LLC to make any tax elections and may require the Members to take any other actions necessary or appropriate in the circumstances in order to ensure tax compliance and maximum lawful tax avoidance by the LLC and the Members.

3.10. *LLC's Duty to Complete and File Tax Returns.* On a timely basis each year, the LLC shall accurately complete and file its federal tax return and all applicable state and local returns.

3.11. *LLC's Duty to Provide Certain Tax Information to Members.* As soon as reasonably possible after the close of each of its taxable years, the LLC shall provide each Member with completed federal and state tax reports and with all other documents and information reasonably relevant to the federal and state tax liabilities of the Member as a Member of the LLC. However:

3.11.1. Each Member shall have sole responsibility for preparing and timely filing the Member's federal and state tax returns and for paying the Member's taxes; and

3.11.2. The LLC shall have no duty or liability with respect to these matters except as expressly provided in this Article III.

3.12. *LLC's Duty To Withhold and Pay Over Certain Taxes.* The Managing Member, in cooperation with the LLC's principal tax adviser, shall ensure that the LLC complies with all applicable federal and state obligations to withhold tax from distributions to Members and to pay these over to tax authorities.

3.13. *Appointment and Replacement of LLC Tax Matters Partner.* If the LLC is required under Internal Revenue Code section 6231(a)(1) to have a tax matters partner for purposes of unified administrative and judicial federal tax proceedings, the Managing Member shall promptly appoint a Member to that position. The Managing Member may replace the LLC's tax matters partner at the Managing Member's discretion.

3.14. *Tax Matters Partner's Duties.* The tax matters partner shall consult reasonably with the other Member before taking any action as a tax matters partner and, to the extent permitted by law, shall act in the best interests of all of the Members and the LLC.

Article IV Management

4.1. *General.* The business and affairs of the Company shall be managed by the Members.

4.2. *Meetings of and Voting by Members.*

4.2.1. A meeting of the Members may be called at any time by any Member. Meetings of Members shall be held at the Company's principal place of business or at any other place in Fairbanks, Alaska. Not less than ten (10) nor more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of a majority of the Members holding not less than fifty-one percent (51%) of the Percentages then held by Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney-in-fact.

4.2.2. Except as otherwise provided in this Agreement, the affirmative vote of a majority of the Members holding fifty-one percent (51%) or more of the Percentages then held by Members shall be required to approve any matter coming before the Members.

4.2.3. In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding a majority or specify other percentage of the Percentages then held by Members.

4.2.4. *Telephonic Meeting.* Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

4.2.5. *Presumption of Assent.* A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

4.3. *Personal Service.* No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Members, no Member shall be entitled to compensation for services performed for the Company. Upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

4.4. Limitation of Liability and Independent Activities.

4.4.1. *Limitation of Liability.* The Members shall not be liable, responsible or accountable in damages or otherwise to the Company or the Members for any act or omission by any such Person (which shall include any applicable entity) performed in good faith pursuant to the authority granted to such Person by this Agreement or in accordance with its provisions, and in a manner reasonably believed by such Person to be within the scope of the authority granted to such Person and in the best interest of the Company; provided, however, that such Person shall retain liability for acts or omissions that involve intentional misconduct, a knowing violation of the law, a violation of AS 10.50.320, or for any transaction from which the Person will personally receive a benefit in money, property, or services to which the person is not legally entitled.

4.4.2. *Independent Activities.* Members of this Company have a duty of undivided loyalty to this Company in all matters affecting this Company's interests. Any

Member may engage in or possess an interest in other business ventures of any nature and description, independently or with others, including, without limitation, the ownership, financing and management of the business venture, and neither the Company nor the other Members shall have any right by virtue of this Agreement in and to such independent ventures as to the income or profits therefrom and shall not be liable for a breach of duty of loyalty or any other duty.

4.5. Indemnification

4.5.1. Indemnification. To the fullest extent permitted by applicable law, a Member shall be entitled to indemnification from the Company for any loss, damage, or claim incurred by such Member by reason or any act or omission performed or omitted by such Member in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Member by this Agreement; *provided, however*, that any indemnity under this *Section 4.5.1* shall be provided out of and to the extent of Company assets only, and no other Member shall have any personal liability on account thereof.

4.5.2. Notice. In the event that any claim, demand, action, suit or proceeding shall be instituted or asserted or any loss, damage or claim shall arise in respect of which indemnity may be sought by a Member pursuant to *Section 4.5.1*, such Member shall promptly notify the Company thereof in writing. Failure to provide notice shall not affect the Company's obligations hereunder except to the extent the Company is actually prejudiced thereby.

4.5.3. Contest. The Company shall have the right, exercisable subject to the approval of the disinterested Members to participate in and control the defense of any such claim, demand, action, suit or proceeding, and in connection therewith, to retain counsel reasonably satisfactory to each Member, at the Company's expense, to represent each Member and any others the Company may designate in such claim, demand, action, suit or proceeding. The Company shall keep the Member advised of the status of such claim, demand, action, suit or proceeding and the defense thereof and shall consider in good faith recommendations made by the Member with respect thereto.

Article V

Rights and Obligations of Members

5.1. Liability for Company Obligations. Members shall not be personally liable for any debts, obligations or liabilities of the Company beyond their respective Capital Contributions and except as outlined in Articles II and III.

5.2. Inspection and Audit of Records. Upon reasonable request and written notice to the Company, each Member shall have the right during ordinary business hours to inspect and copy at such Member's expense the books and records of the Company. Such right shall not be available if the Managing Member determines in good faith that such records are not needed for a proper purpose.

5.3. *No Obligation to Loan or Guaranty.* No Member shall be required to lend any funds to the Company or to guaranty or provide any security for the payment of debts or obligations of the Company.

5.4. *Transfer of Company Property to Members Prohibited.* The Members shall not convey to themselves as individuals any portion of Company property that is necessary to the Company's operation.

5.5. *Death of Member.* Upon a Member's death, the Company shall redeem the Member's Units in accordance within the provisions of Article IX.

5.6. *Incapacity of Member.* The Guardian, Conservator, or Attorney-in-Fact, may make a written request to continue membership in the Company on behalf of the incapacitated Member. The Members shall review the request within one hundred twenty (120) days of receipt of the written request. Should the request be denied, the Member's Units may be redeemed in accordance with the provisions of Article IX. If the request is accepted, the incapacitated Member may continue to be a Member. The duly appointed Guardian, Conservator, or Attorney-in-Fact may not vote the Units of the Member.

Article VI

Capital Contributions and Capital Accounts

6.1. *Capital Contributions.* The Initial Capital Contributions that each of the Members has made or is required to make to the Company are set forth in Section 1, above. Any additional Capital Contribution shall be made on sixty (60) days notice from the Managing Member.

6.1.1. Pursuant to AS 10.50.280, the Members shall contribute, in proportionate amounts to their ownership interest, any additional capital deemed necessary for the operation of the Company by a majority vote of the Members. For example, if a majority of the Members conclude that an additional \$1,000 is necessary for operating the Company, each owner would be obligated to pay his or her share of that \$1,000, (i.e., an 80% owner would be required to pay \$800.00). The Members shall be notified in writing that additional capital is required along with a deadline for payment.

6.1.2. In the event that any Member refuses or otherwise fails to contribute the percentage share of the additional capital required and no payment is received by the Company within sixty (60) days of notice being sent, the following shall occur in the following order:

6.1.2.1. The Company may contribute the unpaid capital by withdrawing it from the non-paying Member's capital account as determined by the Company accountant. This will have the effect of reducing the percentage ownership of the non-paying Member and proportionately increasing the paying Members' ownership

interests. If a withdrawal from the non-paying Member's capital account is undertaken, then the non-paying Member shall have 180 days within which to contribute the unpaid capital contribution, plus interest on the unpaid sum at 10% per annum from the date the capital contribution was due until paid. If the Company receives full payment (principal and interest) within the 180-day period, the non-paying Member shall be entitled to have the original percentage ownership interest restored.

6.1.2.2. In the event there are no cash reserves or insufficient cash reserves attributed to the non-paying Member's capital account, or in the event the non-paying Member does not tender the additional capital contribution plus interest within 180 days, the Company may, upon a majority vote of the non-interested Members, and at its option, declare the non-paying Member's ownership interest forfeited, and subsequently transferred in accordance with Article IX.

6.1.2.3. If a forfeiture of interest is declared, the Company shall give written notice to the non-paying Member that his or her interest has been forfeited due to failure to pay required capital contributions.

6.2. *Membership Interests.* The Company shall have the authority to issue up to ten thousand (10,000) membership Units.

6.2.1. *Voting Rights.* Except as otherwise required by law, the holders of Units shall be entitled to notice of any meeting of the Members and to vote upon any matter submitted to the Members for a vote, as follows: the holders of Units shall have one vote per Unit held on the record date for the vote.

6.3. *Capital Accounts.* A separate Capital Account will be maintained for each Member throughout the term of the Company. In the event of a transfer of any Units pursuant to the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Units.

6.4. *No Withdrawal of Members' Capital Contributions.* No Member shall demand or receive a return of its Capital Contributions.

6.5. *Interest on Capital Accounts.* No Member shall be entitled to receive interest on its Capital Account or on the Capital Contributions reflected in such Capital Account.

Article VII

Allocation of Profits and Losses

7.1. *Allocations-in General.* For purposes of this Agreement, an allocation by the LLC to a member of the LLC's tax items (as defined in paragraph 2.11.1.2) shall mean an apportioning of these items in respect of the member's Units on the books of

the LLC.

Article VIII Distributions

8.1. *Distribution-Definition.* A distribution by the LLC to a member means a transfer of the LLC's cash or other assets to the member in respect of the member's Units.

8.2. *LLC's Duty to Make Periodic Tax Distributions to the Members*

8.2.1. *LLC's Duty to Make Certain Tax Distributions.* If any member ("a requesting member") requests a distribution of all or any portion of the member's share of LLC profits in order to pay the member's federal or other taxes in respect of the member's share of these profits for any taxable period, the LLC shall, to the extent that its financial condition reasonably permits, make this distribution to the requesting member on a timely basis.

8.2.2. *Disclosure by Member.* However, as a condition for any such distribution, the LLC may, under reasonable conditions of confidentiality, require the requesting member to disclose to the LLC's principal tax adviser relevant information concerning the requesting member's tax and financial affairs.

8.3. *Status of Members as Unsecured Creditors of LLC with Respect to Distributions.* Each member shall have the status of an unsecured creditor with respect to distributions to which the member is entitled under the Agreement.

8.4. *Restrictions on Distributions in Kind.* If this Agreement or applicable law requires the LLC to make a distribution to a member, then:

8.4.1. The member may not compel the LLC to make the distribution except in the form of cash; and

8.4.2. The LLC may not compel a member to accept the distribution except in the form of cash.

8.5. *Prohibition Against Unlawful Distributions.* The LLC shall make no unlawful distribution of its assets (as defined in subparagraphs 8.5.1 and 8.5.2) to any member. A distribution shall be an unlawful distribution within the meaning of this Agreement in either of the following circumstances:

8.5.1. *Net Worth Test.* A distribution shall be an unlawful distribution if, immediately after the distribution, the sum of the LLC's liabilities would exceed the aggregate fair market value of its assets.

8.5.2. *Solvency Test.* A distribution shall be an unlawful distribution if, as a result of the distribution, the LLC would be unable to pay its reasonably foreseeable obligations as they become due.

8.6. *Liability of Managing Member and Members for Authorizing or Receiving Unlawful Distributions.* A Managing Member who authorizes an unlawful distribution and members who receive such a distribution shall be liable as provided in the LLC Act.

8.7. *Members' Right to Reimbursement of Expenses.* If any member reasonably incurs an expense on behalf of the LLC and reasonably documents this expense to the LLC, the LLC shall reimburse the member for this expense as promptly as reasonably possible after receiving this documentation.

Article IX

Transfers and Admission of New Members

9.1. *Transfer Restrictions.* This Section shall apply to all transfers of a Member's Units, whether voluntarily, involuntarily or upon death.

9.1.1. *Transfers by the Members.* Except as otherwise provided in this Agreement, no Member may Transfer all or any part of the Units held by such Member (a "Selling Member") without the prior written consent of the Company and the nonselling Members (collectively, the "Nonselling Members"), unless the Selling Member has made an offer that conforms to the requirements of subparagraph 9.1.1.1 (an "Offer") and such Offer has not been accepted in the manner described in Sections 9.1.1.2 or 9.1.1.3. A Member may not Transfer all or any part of the Units to a competitor of the Company, as determined in good faith by the Managing Member.

9.1.1.1. *Offer by Selling Member.* The Offer shall be made by the Selling Member to the Company for the Fair Market Value of his Units, and shall consist of a written offer to Transfer all or any part of the Units proposed to be Transferred (the "Offered Units"). The cost of purchase is the Fair Market Value of the Units as defined in Article I, above. A statement attached to the Offer (the "Offer Statement") shall set forth a full disclosure of the Offer, including (a) the intention to Transfer; (b) the name and address of any prospective transferee identified at the time of the Offer Statement; (c) the number of Offered Units; and (d) the terms and conditions of the Transfer.

9.1.1.2. *Acceptance of Offer by Company.* The Company may elect within fourteen (14) days after receipt of the Offer ("Company Offer Period") to purchase and accept some or all of the Offered Units for the cost at Fair Market Value as stated in the Offer Statement by giving written notice within the Company Offer Period to the Selling Member and to the Nonselling Members. The Company may finance up to ninety percent (90%) of the purchase price by executing a Promissory Note, secured by the Units, at the Interest Rate for a period of no more than ten (10) years.

9.1.1.3. *Acceptance of Offer by Nonselling Members.* If the Company has not elected to purchase and accept all the Offered Units within the Company Offer Period, then the Nonselling Members may elect within fourteen (14) days after the expiration of the Company Offer Period ("Nonselling Member Offer Period") to purchase and accept all of the Offered Units not so purchased by the Company by giving written notice within the Nonselling Member Offer Period to the Selling Member and to the Company. If more than one Nonselling Member elects to purchase and accept all of the Offered Units not so purchased by the Company within the Nonselling Member Offer Period under this Article 9.1.1.3, then the number of Units each such electing Nonselling Member shall be entitled to purchase shall be determined by agreement among the electing Nonselling Members or, if they are unable to so agree, then each electing Nonselling Member shall be entitled to purchase a pro rata amount of the Offered Units not so purchased by the Company based upon a percentage equal to the number of Units in the Company owned by such Nonselling Member relative to the total number of Units in the Company owned by all such electing Nonselling Members.

9.1.1.4. *Closing of Purchase by Company and/or Nonselling Members.* If the Company elects to purchase all of the Offered Units, the closing of such transaction shall occur within one hundred twenty (120) days of the end of the Company Offer Period or such later date as specified in the Offer Statement. If the Company elects to purchase less than all of the Offered Units and the Nonselling Members elect to purchase the balance of the Offered Units not so purchased by the Company, the closing of such transaction shall occur, if at all, within one hundred twenty (120) days of the end of the Nonselling Member Offer Period or such later date as specified in the Offer Statement.

9.1.1.5. *Offer Not Accepted by Nonselling Member.* If the Company and the Nonselling Members have not elected to purchase and accept all (but not less than all) of the Offered Units within the time periods specified above, the Selling Member may Transfer some or all of the Offered Units on terms no more favorable to the prospective transferee than those set forth in the Offer Statement. Any such Transfer must be completed within one hundred twenty (120) days following the expiration of the Nonselling Member Offer Period. After such one hundred twenty (120) days have expired, any Transfer shall again become subject to all the restrictions of this Agreement.

9.1.2.6. *Incompetence of a Member.* The ability of any Member to participate in the management of the Company shall terminate if that Member is adjudged mentally incompetent by a court, or if a guardianship or conservatorship is ordered for the Member, but that Member's right to receive pass-through income or losses shall accrue to any guardian, conservator, administrator or other appointed person.

9.2. *No Other Transfer Effective.* Except as herein provided, no Transfer of any right, title, or interest in Units by a Member shall be effective, and the Company shall not

record or recognize any such Transfer, until there has been compliance with the provisions of this Agreement. If no Offer is made as herein required, the Company and the Members may nevertheless exercise their rights hereunder as to the Units being Transferred, and they may do so at any time, even after the Transfer of the Units.

9.3. *Removal of a Member.* A Member's ownership interests in the Company terminates if the Member sells or assigns, or attempts to sell or assign, the Member's ownership interest in the Company without prior written approval of a majority of the Members or in contravention to this Agreement.

9.3.1. A Member may be removed for cause upon a majority affirmative vote of the remaining Members, as set forth below. Any Member removed for cause shall not be entitled to compensation, accrued distributions, or re-payment of capital contributions. A Member may be removed if:

9.3.1.1. the Member is charged with and convicted of, or pleads no contest to, theft (in any degree) from the Company;

9.3.1.2. the Member usurps Company opportunities for that Member's personal benefit by withholding, concealing or failing to disclose such opportunities to the other Members of the Company when under a duty to do so; or

9.3.1.3. the Member, without consent of the majority of other Members, utilizes Company equipment, funds, accounts, employees or property for personal use and benefit unrelated to any legitimate Company purpose.

9.4. *Payment on Disassociation.* In the event of a dissociation of a Member, such dissociated Member or its Transferee shall be paid the Fair Market Value of such Member's Units in accordance with Article 9.1. The dissociating Member shall have only the rights specified in this Agreement.

9.5. *Injunctive Relief.* If any Member shall Transfer its Units in violation of the provisions of this Agreement, the Member or Members, or the Company, or both, shall, in addition to all rights and remedies at law and in equity, be entitled to a decree or order restraining and enjoining such transfer and the offending Member shall not plead in defense that there would be an adequate remedy at law, it being expressly acknowledged and agreed that damages at law will be an inadequate remedy for the violation of the provisions concerning Transfer set forth in this Agreement.

Article X

Dissolution and Liquidation

10.1. *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

10.1.1. when the period fixed for its duration in *Section 2.4* has expired;

10.1.2. upon the unanimous written agreement of the Members; or

10.1.3. upon court order.

10.2. *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the Managing Member shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Members who are creditors, in satisfaction of the liabilities of the Company, and then, amounts in excess of any reserves deemed reasonably necessary by the Managing Member to pay all of the Company's claims and obligations shall be distributed proportionately to the Interest Holders in accordance with their ownership interest.

10.3. *Termination.* The Managing Member shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

Article XI

Books, Records, and Accounting

11.1. *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.

11.2. *Books and Records.*

11.2.1. The Managing Member shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Articles of Organization and this Agreement and all amendments thereto, a current list of the names and last known business, residence, or mailing addresses of all Members; and the Company's federal, state, and local tax returns.

11.2.2. The books and records shall be maintained in accordance with sound accounting practices consistently applied and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

11.2.3. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

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

11.4. *Reports*

11.4.1. *Biennial Report.* The Members shall file a biennial report as required by the Department.

11.4.2. *Reports to Members.* Within seventy-five (75) days after the end of each taxable year of the Company, the Managing Member shall cause to be sent to each Person who was a Member at any time during the taxable year then ended: (i) an annual compilation report, prepared by the Company's independent accountants in accordance with standards issued by the American Institute of Certified Public Accountants; and (ii) a report summarizing the fees and other remuneration paid by the Company to any Member. In addition, within seventy-five (75) days after the end of each taxable year of the Company, the Managing Member shall cause to be sent to each Person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company 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 Managing Member shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

11.5. *Title to Company Property.* All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

11.6. *Loans.* No loans shall be contracted on behalf of the Limited Liability Company or no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances.

11.7. *Contracts.* The Members may authorize any Member or agent of the Company, to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

11.8. *Accountant.* An Accountant may be selected from time to time by the Members to perform such tax and accounting services as may, from time to time, be required. The accountant may be removed by the Members without assigning any cause.

11.9. *Legal Counsel.* One or more Attorney(s) at Law may be selected from time to time by the Members to review the legal affairs of the Company and to perform such other services as may be required and to report to the Members with respect thereto. The Legal Counsel may be removed by the Members without assigning any cause.

Article XII

Amendments; General Provisions

12.1. *Assurances.* Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Members deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

12.2. *Notifications.* Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given hereunder by the Company shall be given by the Managing Member. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; thereafter, notices are to be directed to those substitute addresses or addressees.

12.3. *Specific Performance.* Travis Fraser and Zarin Taylor recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to remedy the injury fully. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act that would constitute a breach or (ii) compelling the performance of any obligation that, if not performed, would constitute a breach.

12.4. *Complete Agreement.* This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

12.5. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Alaska.

12.6. *Section Titles.* The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

12.7. *Binding Provisions.* This Agreement is binding upon, and inures to the benefit of parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

12.8. *Jurisdiction and Venue.* Any suit involving any dispute or matter arising under this Agreement may only be brought in the Alaska Superior Court at Fairbanks having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

12.9. *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

12.10. *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

12.11. *Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

12.12. *Estoppel Certificate.* Each Member shall, within ten (10) days after written request by the Managing Member, 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. If the certificate is not received within that ten (10) day period, the Managing Member shall execute and deliver the certificate on behalf of the requested Member.

12.13. *Amendment.* This Agreement may be amended by a vote of the members holding 51% percent of the capital accounts of all of the Members, *provided however* that no amendment which materially reduces the distributions which may be made to a Member (or changes the Profit or Loss allocation to such Member) may be made without such Member's consent.

12.14. *Consents.* Unless otherwise explicitly provided for herein, any and all consents, agreements or approvals provided for or permitted by this Agreement shall be in writing and a signed copy thereof shall be filed and kept with the books of the Company.

12.15. *Legends.* If certificates for any Interest or Interests are issued that evidence a Member's Interest, each such certificate shall bear such legends as may be required by

applicable federal and state laws, or as may be deemed necessary or appropriate by the Managing Member to reflect restrictions upon transfer contemplated herein.

12.16 *Loans from Members.* The Company may borrow money from a Member upon the affirmative vote of a majority of the Members, excluding the Member who offers to lend money, provided that the loan agreement and terms are in writing and that the interest rate does not exceed the average rate offered by commercial banks in Fairbanks at that time, and further provided that the loan is for Company business, including the purchase of Company capital or payment of debts. No loan from a Member shall be considered a capital contribution.

12.17 *No Third-Party Beneficiaries.* Nothing contained in this Agreement is intended to confer any rights, benefits or interests on any third party to this Agreement. Neither a creditor of the Company nor any other Person not a party to this Agreement shall have any right or remedy to require or enforce the obligation to make Capital Contributions or any other obligations set forth in this Agreement.

12.18 *No Right to Partition.* Each Member agrees that he has no right to have the assets of the Company partitioned; and may not file any action to have the assets of the Company partitioned. Doing so constitutes a breach of this agreement, and will result in automatic forfeiture of the Member's interest in the Company.

12.19 *Captions and Cross-References.* Cross-references to section or paragraph numbers in this Agreement shall, unless otherwise specified, refer to this Agreement and not to any other document. Section or paragraph titles, table of contents or other headings contained in this Agreement are for convenience only and shall not be a part of this Agreement, or considered in its interpretation. The use of any gender shall include any other gender and the use of the singular shall include the plural as the context requires. Whenever a provision of or a definition in this Agreement uses the term "include" or "including," that term shall not be limiting, but shall be interpreted as being illustrative.

IN WITNESS WHEREOF, Travis Fraser and Zarin Taylor hereto have executed this Agreement as of the date and year first above written.



Travis Fraser, Member

Zarin Taylor, Member

applicable federal and state laws, or as may be deemed necessary or appropriate by the Managing Member to reflect restrictions upon transfer contemplated herein.

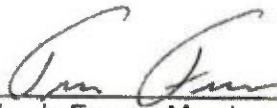
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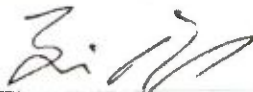
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IN WITNESS WHEREOF, Travis Fraser and Zarin Taylor hereto have executed this Agreement as of the date and year first above written.



Travis Fraser, Member



Zarin Taylor, Member

**EXHIBIT A
Members**

Member/Address	Contribution	Percentage Ownership Interest
Travis Fraser PO Box 10974 Fairbanks, AK 99710	\$10,000.00	66.67%
Zarin Taylor 9138 Arlon Street STE A3 PMB 723 Anchorage, AK 99507	\$20,000.00	33.33%



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: 09/14/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-9/14/2016 11:20:36 AM

Entity Name: Northlink, LLC
Entity Number: 10041092
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent
Name: Travis Fraser
Physical Address: 1550 SOUTH CUSHMAN,
FAIRBANKS, AK 99701
Mailing Address: PO BOX 10974, FAIRBANKS, AK
99710

Entity Physical Address: 1550 SOUTH CUSHMAN, FAIRBANKS, AK 99701

Entity Mailing Address: PO BOX 10974, FAIRBANKS, AK 99710

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
Travis Fraser	PO Box 10974, Fairbanks, AK 99710	66.67	Member
Zarin Taylor	9138 Arlon Street , STE A3 PMB 723, Fairbanks, AK 99507	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: Danielle Gardner

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

NORTHLINK, LLC

PO BOX 10974 FAIRBANKS AK 99710

owned by

NORTHLINK, LLC

is licensed by the department to conduct business for the period

September 02, 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

City of Fairbanks
OFFICE OF THE CITY CLERK
800 CUSHMAN STREET
FAIRBANKS, AK 99701-4615

105342
TRAVIS FRASER
1550 SOUTH CUSHMAN
FAIRBANKS, AK 99701



: NORTHLINK, LLC

105342
TRAVIS FRASER
1550 SOUTH CUSHMAN
FAIRBANKS, AK 99701

City of Fairbanks
800 CUSHMAN STREET
FAIRBANKS, AK 99701-4615
(907) 459-6715

License/Permit No. 10122

2016 BUSINESS LICENSE

License Expires: 12/31/2016

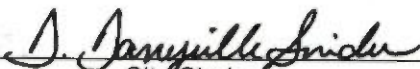
Line of Business Code: 11

Line of Business: AGRICULTURE, FORESTRY, FISHING, AND HUNTING

This license is expressly conditioned upon the holder being in full compliance with all of the applicable ordinances and requirements made under authority of the City of Fairbanks and as such laws and requirements may hereafter be changed or amended. Your license will expire on the above indicated date.

Licenses must be renewed timely to remain compliant and operational within the City of Fairbanks. Licenses/Permits must remain on premises or holder must be able to produce it upon request.

Issue Date: 10/24/2016


City Clerk

In the event of suspension, revocation, expiration or termination,
return this license to the City of Fairbanks at the above address.

THIS LICENSE IS NON TRANSFERABLE

NUMBER

1

UNITS

667

ORGANIZED UNDER THE LAWS OF THE STATE OF ALASKA

NORTHLINK, LLC

Authorized to issue Ten Thousand Units of Limited Liability Company Interest

This Certifies that Travis Fraser is the owner of Six Hundred Sixty-Seven Units of the above Limited Liability Company transferable only on the books of the Limited Liability Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. Transfer of these Units is subject to restrictions in the Operating Agreement for this Limited Liability Company.

The Company will furnish without charge to each Unit holder who so requests, the powers, designations, preferences and relative participation rights of Unit holders and the qualifications, limitations or restrictions of such rights.

In Witness Whereof, the said Limited Liability Company has caused this Certificate to be signed by its duly authorized Managing Member.

Dated 10-14-2016



Managing Member

The transfer of the Units represented by this certificate is restricted by the terms and conditions of the Operating Agreement of the Company dated as of October 14, 2016, as amended from time to time. A transferee, pledgee, or mortgagee of the Units represented by this certificate shall be deemed to have notice of and to be bound by the terms of the Agreement. A copy of the Agreement is on file at the registered office of the Company. Upon written request of the record holder of this certificate to the Company at its principal place of business or registered office, the Company will furnish to such record holder a copy of the Agreement. This Security is not registered under A.S. 45.50.070 and cannot be resold without registration under this chapter or exemption from it.

For value received, the undersigned hereby sells, assigns and transfers unto _____ of _____ Units represented by the within Certificate, and do hereby irrevocably constitutes and appoints _____ Attorney to transfer the said Units on the books of the within-named Limited Liability Company with full power of substitution in the premises.

Dated, _____

In presence of

NUMBER

2

UNITS

333

ORGANIZED UNDER THE LAWS OF THE STATE OF ALASKA

NORTHLINK, LLC

Authorized to issue Ten Thousand Units of Limited Liability Company Interest

This Certifies that Zarin Taylor is the owner of Three Hundred Thirty-Three Units of the above Limited Liability Company transferable only on the books of the Limited Liability Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. Transfer of these Units is subject to restrictions in the Operating Agreement for this Limited Liability Company.

The Company will furnish without charge to each Unit holder who so requests, the powers, designations, preferences and relative participation rights of Unit holders and the qualifications, limitations or restrictions of such rights.

In Witness Whereof, the said Limited Liability Company has caused this Certificate to be signed by its duly authorized Managing Member.

Dated 10-17-2016



Managing Member

The transfer of the Units represented by this certificate is restricted by the terms and conditions of the Operating Agreement of the Company dated as of October 14, 2016, as amended from time to time. A transferee, pledgee, or mortgagee of the Units represented by this certificate shall be deemed to have notice of and to be bound by the terms of the Agreement. A copy of the Agreement is on file at the registered office of the Company. Upon written request of the record holder of this certificate to the Company at its principal place of business or registered office, the Company will furnish to such record holder a copy of the Agreement. This Security is not registered under A.S. 45.50.070 and cannot be resold without registration under this chapter or exemption from it.

For value received, the undersigned hereby sells, assigns and transfers unto _____ of _____ Units represented by the within Certificate, and do hereby irrevocably constitutes and appoints _____ Attorney to transfer the said Units on the books of the within-named Limited Liability Company with full power of substitution in the premises.

Dated, _____

In presence of



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

February 1, 2017

Northlink, LLC
DBA: Northlink, LLC

Via email: travisfraser00@yahoo.com

Re: Standard Marijuana Cultivation Facility License Application #11051

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.

- Corrections related to Suites
 - According to your lease, Northlink, LLC only has possession of Suite B of 1550 Cushman, but you did not include the suite when you initiated your application or on your supplemental documents
 - AMCO has edited your physical address to include Suite B which has generated new advertisement and public notices
 - You will need to use the new advertisement notice to run a *one-time* correction ad and submit a new publisher's affidavit
 - You will need to use the new public notice and post for an additional *5 days* at the premises address and another conspicuous location nearby and re-submit to the City of Fairbanks. Then submit new forms MJ-07 and MJ-08
 - Section 1 – Establishment Information, needs to be corrected to include the suite # in the premises address field for each MJ form
- All MJ forms
 - The licensee field needs to be corrected for each MJ form - Section 1 of each MJ form should match Section 1 of the Cover Page generated by the system

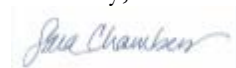
Your answers in your operating plan and supplemental operating plan should demonstrate your knowledge and understanding of the marijuana regulations.

- MJ-01 Operating Plan
 - Page 4, box 2
 - Your answer is not adequate, please read 306.715 and provide an answer regarding your security alarm system

- Page 5, box 1
 - Your answer is not adequate, please expand - the board looks closely at this response and will want assurance that you understand the concept of diversion and that you have a plan to prevent it
- Page 11, box
 - Your answer does not mention the marijuana handler's permit, will all of your employees be required by you to obtain one?
- Page 12, box 1
 - Your answer mentions that "most plant matter will be turned into extract", but cultivation facilities cannot product concentrates, what do you mean by that?
- MJ-04 Cultivation Supplemental Operating Plan
 - Page 4, box 1
 - Your answer mentions that "most plant matter will be turned into extract", but cultivation facilities cannot product concentrates, what do you mean by that?
- MJ-02 Premises Diagram
 - Please clearly delineate the outer boundaries of the proposed licensed premises by outlining in another color
 - When an AMCO investigator is looking at your diagram, it should be very clear what areas will be the "licensed premises" as defined in 3 AAC 306.990(23) and what areas will not be licensed premises.
 - Please submit a site plan or aerial view of the property to show the location of the licensed premises
- Proof of Possession of Proposed Premises
 - Section 24
 - You need to include an exception for marijuana and marijuana products and that AMCO Enforcement will be notified in the event it needs to be removed from the premises

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

Sincerely,



Sara Chambers, Interim Director
marijuana.licensing@alaska.gov



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 cushman				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-00: Application Certifications
------------------------	--

OFFICE USE ONLY

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Travis Fraser	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Northlink, LLC				
Premises Address:	1550 Cushman, Suite B				
City:	Fairbanks	State:	AK	ZIP:	99701

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Travis Fraser
Title:	Managing Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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



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

11053 - True Dank Retail Marijuana Store



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

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

TF

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

TF

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

TF

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.

TF

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.

TF

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.

TF

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).

TF

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

TF

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.

TF

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.

TF

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

TF

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.

TF



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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

Initials

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

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

☐

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

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

☒ TF

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

Travis Fraser

Printed name

Subscribed and sworn to before me this 1st day of November, 2014.



Notary Public in and for the State of Alaska.

My commission expires: 2/7/2020



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Travis Fraser	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Northlink, LLC				
Premises Address:	1550 Cushman, Suite B				
City:	Fairbanks	State:	AK	ZIP:	99701

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Zarin Taylor
Title:	Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☒☐

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

11053 - True Dank Retail Marijuana Store



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

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

ZT

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

ZT

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

ZT

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.

ZT

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.

ZT

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.

ZT

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).

ZT

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

ZT

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.

ZT

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.

ZT

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

ZT

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.

ZT



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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

Initials

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

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

N/A

☐

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:

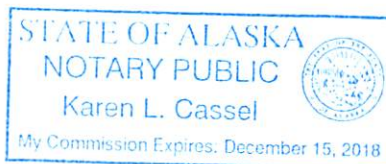
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of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

Signature of licensee

ZARIN TAYLOR

Printed name

Subscribed and sworn to before me this 12 day of October, 20 16.



Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 cushman				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-00: Application Certifications - Zarin Taylor, Member
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Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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Licensee:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 cushman				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-01: Marijuana Establishment Operating Plan
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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:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Northlink, LLC				
Premises Address:	1550 Cushman, Suite B				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

Mailing Address:	P.O. Box 10974				
City:	Fairbanks	State:	ALASKA	ZIP:	99710

Primary Contact:	Travis Fraser				
Main Phone:	(907) 457-6141	Cell Phone:	(907) 378-7437		
Email:	travisfraser00@yahoo.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office

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Anchorage, AK 99501

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Phone: 907.269.0350

Section 2 – Security

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

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

Restricted Access Areas (3 AAC 306.710):

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

All restricted access areas will have a coded access lock labeled "Restricted".

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

Any admitted visitors will be required to show ID. We will take a copy of that ID and store in a "visitors log", then they will be issued a visitors pass that is required to be visible at all times. Visitors will be escorted through property by an employee.



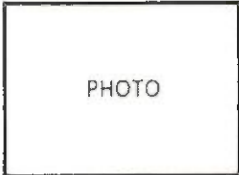
Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Any visitors being escorted will have to provide ID. We will photo copy ID and keep in a "visitors log" onsite.

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

 PHOTO	Name
	Position
	Date of Hire
Northlink, LLC	
1550 Cushman, Suite B	
Fairbanks, Alaska 99701	
Badge Number: 00	



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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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:

Low light conditions addressed with existing eve mounted lighting and supplemented with lighting mounted high enough to point at a downward angle to avoid lighting neighboring properties. Lighting will accommodate 20' diameter around entrances and building.

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

There will be fixed cameras on all controlled access areas, security rooms, all points of ingress/egress to limited access areas, exterior of premises and all points of sale coverage within 20 feet. Surveillance system storage device secured in a locked cabinet. Camera continuously recording 24 hours a day, and the recordings will be kept a minimum of forty (40) days on the recording device. Concord 4 interlogix security system with cellular alarm notification system and audible siren will be activated on premises at all times. Last person on premise per day will activate alarm to "away mode". Security surveillance will be through Truvision IP Network video recorder NVR-21with remote monitoring.

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:

Doors and windows will have motion sensitive sensors that will set off an alarm when activated.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

All retail labels will have "Not For Resale" on the packaging. All employees, customers and sales will be under constant video surveillance. Anyone known to be reselling product illegally will be reported to the appropriate authorities. All products will be inventoried and electronically logged and will be accessible to the control board through state compliant METRC Tracking System.

Describe your policies and procedures for preventing loitering:

Secured entry way will allow for safe and controlled waiting area, and tenders and security will keep a proper flow of customers. "No Loitering" signs will be posted.

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:

Tender and security will have a security siren alarm for any alarming situations, which will notify all available employees for assistance and deterrent.



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:

Breach of security will require all involved to shut down, evacuate premises of customers and notify managing member for assessment.

Video Surveillance (3 AAC 306.720):

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

Video surveillance and camera recording system covers the following areas of the premises:

Yes No

Each restricted access area and each entrance to a restricted access area

☒ ☐

Both the interior and exterior of each entrance to the facility

☒ ☐

Each point of sale area

☒ ☐

Each video surveillance recording:

Yes No

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

☒ ☐

Clearly and accurately displays the time and date

☒ ☐

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

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Cameras will be placed high enough for clear view of any individual and low light conditions will be addressed with appropriate lighting. All exterior entrances will have lighting for viewing at 20' requirement.

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:

We will have a locked cabinet and a log for authorized personal who have access.

Location of Surveillance Equipment and Video Surveillance Records:

Yes

No

Surveillance room or area is clearly defined on the premises diagram



Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area



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



Video surveillance records are stored off-site





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Business Records (3 AAC 306.755):

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

Business Records Maintained and Kept on the Licensed Premises:

Yes No

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

☒ ☐

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

☒ ☐

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

☒ ☐

Records related to advertising and marketing

☒ ☐

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

☒ ☐

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

☒ ☐

All records normally retained for tax purposes

☒ ☐

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

☒ ☐

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

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

Pertinent data will be kept on companies computer, an external hard drive and backed up in a Cloud storage system. METRC will maintain a back up of all seed to sale data in their Cloud storage system. Records of all business transactions for the current year and four (4) preceding years will be kept on licensed property.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Phone: 907.269.0350

Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

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

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

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

Marijuana Tracking and Weighing:

Yes

No

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



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



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

We will use METRC to track products which is what the board implemented. We will pay all monthly fees and maintain good standings with provider.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Employee Qualification and Training

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

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

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

Marijuana Handler Permit:

Yes No

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

☒☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

☒☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired

☒☐

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

We will provide a written training manual with instructions and references, employees will receive a copy of the handbook, training and understanding MCB, Alaska administrative codes state, local and federal departments for applicable positions. For emergency preparedness, all employees will be trained on how to call emergency numbers, how to respond to emergency scenarios, and will receive basic training on applicable equipment. All owners and employees will be required to have a Marijuana Handlers permit.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

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

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

Marijuana Waste Disposal:

Yes

No

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



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

Liquid waste will be diluted in accordance with the product specifications and compliance with the Division of Agriculture, EPA and all other state and local government laws. Most plant matter will be turned into extract by approved delivery to state licensed product manufacturer for extracts for Northlink, but what roots, trim and plant matter left that's deemed unusable will be shredded in a shredder, weighed (no larger than a 5 pound lot) and entered into a tracking system. Unusable marijuana will be stored in designated containers to be disposed of. Containers will be locked and secured in designated area in facility that is monitored 24 hours a day.

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

Ground marijuana waste will be mixed with sawdust to be rendered unusable and then shredded.



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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:

We will bring in sawdust and mix 50/50 with unusable already shredded material in an industrial shredder



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

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

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

Marijuana Transportation:

Yes No

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

☒☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle

☒☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

☒☐

During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

☒☐

Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

☒☐

When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

☒☐

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

☒☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

We will weigh and package product (no larger than in 5 pound lots), place in airtight food safe plastic bags and store in plastic security bins. Sealed packages or containers will not be opened in transport. All transportation manifests to include product information, lot number, test results and weights on product label. We will notify MCB type, amount, weight of product being transported, the name of the transporter, time(s) of departure and expected delivery on a complete transportation manifest.

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

We will be using licensed security business with all MCB state and local requirements met.



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:

Existing 4x10 sign will have our company name and logo, which will meet all state, local and federal requirements. There will also be a small 2x4 sign with company name and logo in the parking lot.

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

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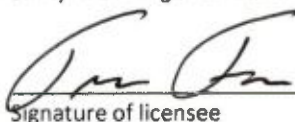
Phone: 907.269.0350

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

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

Standing policy: may not sell, furnish, give or deliver marijuana products to an persons under 21 years of age. Train employees. Follow state, local and federal rules and requirements. Greet the consumer, assess acquaintances, ask for ID, check that their faces match their ID, card before entry into restricted area(s) and inform customers they will be checked. For identifying fake IDs, request ID be taken out of wallets and/or covers, take physical control of the ID, and only accept state drivers licenses. Check the back of the ID. Look for poor quality, proper wording, check thickness and unevenly cut corners that may indicate the picture has been altered. Check for color bleed, make sure picture and physical information matches card holder. Pay attention to date of birth (confirm individual is old enough), check for any alterations and make sure ID has not expired. Any one not following these guidelines will be terminated.

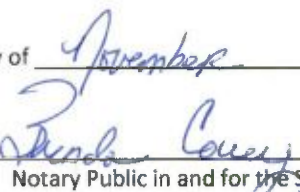
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee

Travis Fraser
Printed name

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




Notary Public in and for the State of Alaska.

My commission expires: 2/7/2020



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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Section 1 – Establishment Information

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

Licensee:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 cushman				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-04: Marijuana Cultivation Facility
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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:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Northlink, LLC				
Premises Address:	1550 Cushman, Suite B				
City:	Fairbanks	State:	ALASKA	ZIP:	99701



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's 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:

Upstairs vegetative will be 28' x 34' for a total square footage of 952 SF
Clones and mother room will be 8' 6" x 13' for a total square footage of 110' 6"
Flowering rooms will be 40' x 39' 8" for a total square footage of 1,596 SF



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

Growstones and hydroton hydroponic media.

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

We will be using Botanicare kind base grown and bloom as well as Botanicare hydroguard. We will be using CO2 generators that convert propane to CO2, which will be set in 1,200 PPM and run through titan CO2 controller.

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

All trays will be fed with pump-in reservoir underneath for drainage. Half will have their own water pump, the other half will have one (1) large reservoir to feed fourteen (14) trays and lift pump to return to desevoir.



Alaska Marijuana Control Board

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Describe the marijuana cultivation facility's waste disposal arrangements:

Liquid waste will be diluted in accordance with the product specifications and compliance with the Division of Agriculture, EPA and all other state and local government laws. Most plant matter will be turned into extract by approved delivery to state licensed product manufacturer who will produce extracts for Northlink, but what roots, trim and plant matter left that's deemed unusable will be shredded in a shredder, weighed (no larger than a 5 pound lot) and entered into a tracking system. Unusable marijuana will be stored in designated containers to be disposed of. Containers will be locked and secured in designated area in facility that is monitored 24 hours a day.

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:

Mostly sealed system, we will be using exhaust fans and carbon filters to scrub the air. Any penetrations or air flow to the outside environment will have carbon filters to prevent any odor from emitting in to public.



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Section 5 – Testing Procedure and Protocols

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

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

I understand and agree that:

Agree Disagree

The board will or the director shall from time to time require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks



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

We will follow requirements set forth by 3 AAC 306.455 and 3 AAC 306.465. We will not sell any marijuana until all required testing has been completed. We will provide any samples of growing medium, amendments, fertilizers, crop aides, pesticides and/or water for random testing when required by the MCB or the director.



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

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Phone: 907.269.0350

Section 6 – Security

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

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

The marijuana cultivation facility applicant has:

Agree Disagree

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

☒☐

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

☒☐

Restricted Access Area (3 AAC 306.430):

Yes

No

Will the marijuana cultivation facility include outdoor production?

☐☒

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



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Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

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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:

All windows in cultivation will be covered or frosted. Public will not be able to see anything from the outside.

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.

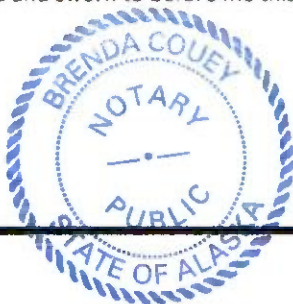


Signature of licensee

Travis Fraser

Printed name

Subscribed and sworn to before me this 1st day of November, 2014.





Notary Public in and for the State of Alaska.

My commission expires: 2/7/2020



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

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

Phone: 907.269.0350

(Additional Space as Needed):



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 cushman				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

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

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

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

This form must be completed and 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:	Travis Fraser	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NorthLink				
Premises Address:	1550 Cushman				
City:	Fairbanks	State:	AK	ZIP:	99701

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: 9-22-16 End Date: 10-6-16

Other conspicuous location: Mr. Rock + Roll

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.

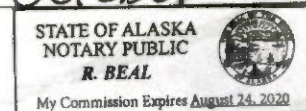
Travis Fraser
Signature of licensee

Travis Fraser
Printed name of licensee

R. Beal
Notary Public in and for the State of Alaska

My commission expires: Aug 24 2020

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





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:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 Cushman, Suite B				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-07: Public Notice Posting Affidavit Page 1 - modified to show correct premises address
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Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

Alcohol and Marijuana Control Office

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Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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 completed and 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:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Northlink, LLC				
Premises Address:	1550 Cushman, Suite B				
City:	Fairbanks	State:	AK	ZIP:	99701

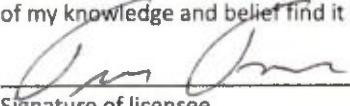
Section 2 – Certification

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: 2/2/2017 End Date: 2/7/2017

Other conspicuous location: Mr. Rock & Roll

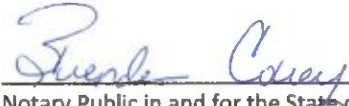
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee

Travis Fraser

Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 2/7/2020

Subscribed and sworn to before me this 7th day of February, 2017.



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Anchorage, AK 99501
marijuana.licensing@alaska.gov
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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.

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Section 1 – Establishment Information

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

Licensee:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 cushman				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-08: Local Government Notice Affidavit
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Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

This form must be completed and 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:	Northlink LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Northlink LLC				
Premises Address:	1550 Cushman Suite B				
City:	Fairbanks	State:	AK	ZIP:	99701

Section 2 – Certification

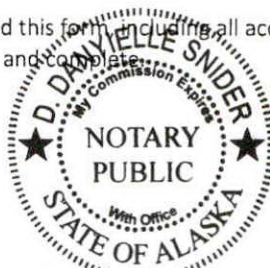
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government official and community council (if applicable):

Local Government: CITY OF FBKS Name of Official: D. DANIELLE SNIDER
FNSB Planner III
Title of Official: CITY CLERK Date Submitted: Bryan Schmel
02/02/17
Community Council: — Date Submitted: —
(Municipality of Anchorage and Matanuska-Susitna Borough only)

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

Travis Fraser
Signature of licensee

Travis Fraser
Printed name of licensee



D. Danielle Snider
Notary Public in and for the State of Alaska

My commission expires: w/office

Subscribed and sworn to before me this 2nd day of FEBRUARY, 2017.



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 to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

This form must be completed and 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:	Travis Fraser	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Northlink				
Premises Address:	1550 Cushman				
City:	Fairbanks	State:	AK	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 official and community council (if applicable):

Local Government: City of Fairbanks
FN 913 Planner III Code Enforcement
Title of Official: Deputy City Clerk

Name of Official: Emily Brandy
Name of official: Bryan Schmel
Date Submitted: 10/14/16

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

Date Submitted: _____

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

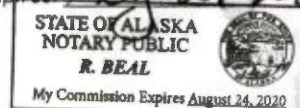
Travis Fraser
Signature of licensee

Travis Fraser
Printed name of licensee

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

My commission expires: Aug 24, 2020

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





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Anchorage, AK 99501
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Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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Section 1 – Establishment Information

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

Licensee:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 cushman				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-09: Statement of Financial Interest
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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:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Northlink, LLC				
Premises Address:	1550 Cushman, Suite B				
City:	Fairbanks	State:	AK	ZIP:	99701

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Travis Fraser
Title:	Managing Member / Owner
SSN:	[REDACTED]



Alaska Marijuana Control Board

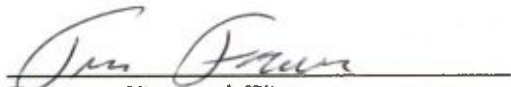
Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

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



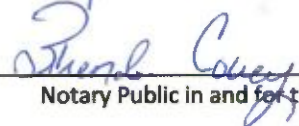
Signature of licensee/affiliate

Travis Fraser

Printed name

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





Notary Public in and for the State of Alaska.

My commission expires: 2/2/2020



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:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Northlink, LLC				
Premises Address:	1550 Cushman, Suite B				
City:	Fairbanks	State:	AK	ZIP:	99701

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Zarin Taylor				
Title:	Member				
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

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

Phone: 907.269.0350

Section 3 – Certifications

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

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

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

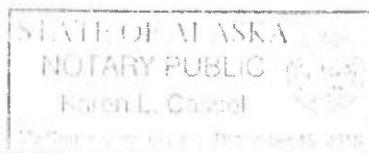
A handwritten signature in black ink, appearing to read "Zarin Taylor", written over a horizontal line.

Signature of licensee/affiliate

ZARIN TAYLOR

Printed name

Subscribed and sworn to before me this 12 day of October, 2016.

A handwritten signature in black ink, appearing to read "Karen L. Cassel", written over a horizontal line.

Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



MEMORANDUM

TO: Chair Mlynarik and Members of the
Board

DATE: May 15, 2017

FROM: Erika McConnell, Director

RE: Northlink, LLC #11051
Standard Marijuana
Cultivation Facility

At the April 4, 2017, board meeting, the board tabled this application due to questions about whether or not a daycare facility, which is approximately 150 feet from this proposed facility, is a "recreation or youth center" as defined in 3 AAC 306.990(b)(35). The owners of Northlink are also the owners of the proposed retail marijuana store, True Dank. Both facilities are intended for the same address, in two different suites.

Assistant Attorney General Milks provided the following:

It is commonly understood that at a minimum, a daycare is a facility that is

- operated by a public or private organization
- licensed to provide shelter, training, or guidance for persons under 21 years of age.

These same characteristics define "recreation or youth center" in the regulation. Typically, a daycare is housed in a building or structure, and the training and guidance is geared to the needs of very young children, and may include fundamental lessons in dressing, feeding, conflict resolution, and personal hygiene as well as elementary education. Other kinds of facilities cater to older children and teens; these may include athletic playing fields or playgrounds run by local governments. These, too, are within the definition at 3 AAC 306.990(b)(35).

To be sure, the definition captures a wide range of facilities, but they all are places where persons under the age of 21 congregate and may spend significant amounts of time. The board determined that siting a marijuana establishment in close proximity to such a place would run the risk of exposing underage persons to marijuana – something our statute and the federal guidance are committed to preventing.

Ms. Milks further noted that it might be instructive to review HSS-related statute and regulation, although they are not controlling for the board:

AS 47.25.095(3)

"day care" means the care, supervision, and guidance of a child or children unaccompanied by a parent or legal guardian on a regular basis for periods of less than 24 hours a day.

7 AAC 57.990(4)

(4) "child care" or "care" means the supervision and provision of developmental opportunities, with or without compensation, to a child who does not have a parent present; "child care" or "care" includes services in or away from the child care facility.

We received an objection to this application on March 17, 2017, which is included in your packet, although it does not meet the 30 day deadline given in 3 AAC 306.065, which was March 5, 2017 (date of corrected newspaper ad—February 3—plus 30 days).

The City of Fairbanks sent a protest of this application on April 4, 2017, pending a Certificate of Occupancy issued by the City Building Department.

The City of Fairbanks has informed the staff that they have assumed that any completed application they receive has been verified by AMCO staff to have met all state regulatory requirements, and the City has not been verifying compliance with 3 AAC 306.010(a). Our Fairbanks enforcement team found the measurement between the proposed location and the daycare at 1554 Stacia Street to be 324 feet, and between the proposed location and the church at 1465 Lacey Street to be 614 feet (521 feet if you cut through a parking lot).

Documentation provided by the applicant at the last meeting shows that AMCO guidance on this issue has been inconsistent.

Recommendation: Deny the license application due to not meeting the required separation from a recreation and youth center as required by 3 AAC 306.010(a).

Alcohol & Marijuana Control Office

Initiating License Application

9/15/2016 3:47:57 PM

License Number: 11051**License Status:** New**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** NORTHLINK, LLC**Business License Number:** 1041821**Designated Licensee:** Travis Fraser**Email Address:** travisfraser00@yahoo.com**Local Government:** Fairbanks (City of)**Community Council:****Latitude, Longitude:** 64.833300, -147.716990**Physical Address:** 1550 cushman
Fairbanks, AK 99701
UNITED STATES**Licensee #1****Licensee Type:** Entity**Alaska Entity Number:** 10041092**Alaska Entity Name:** Northlink, LLC**Phone Number:** 907-378-7437**Email Address:** travisfraser00@yahoo.com**Mailing Address:** Po box 10974
Fairbanks, AK 99701
UNITED STATES**Affiliate #1****Licensee Type:** Individual**Name:** Zarin Taylor**SSN:** [REDACTED]**Date of Birth:** 09/16/1980**Phone Number:** 907-322-4235**Email Address:** zarintaylor@me.com**Mailing Address:** 9138 arlon st STE. A3 pmb723
Anchorage, AK 99507
UNITED STATES**Affiliate #2****Licensee Type:** Individual**Name:** Travis Fraser**SSN:** [REDACTED]**Date of Birth:** 02/23/1978**Phone Number:** 907-378-7437**Email Address:** travisfraser00@yahoo.com**Mailing Address:** Po box 10974
Fairbanks, AK 99701
UNITED STATES



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

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

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

Licensee:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 cushman				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Proof of Possession for Proposed Premises
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OFFICE USE ONLY

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

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1800
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

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Section 1 – Establishment Information

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

Licensee:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 Cushman, Suite B				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Proof of Possession for Proposed Premises Section 24 - added landlord understanding of marijuana use on premises
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OFFICE USE ONLY

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

This lease made effective, as of the 15th day of November 2016, between:

TLZ Property, LLC
PO Box 10974
Fairbanks, AK 99710

(hereinafter called "Landlord")

and

Northlink, LLC
1550 South Cushman
Fairbanks, AK 99701

(hereinafter called "Tenant")

who agree as follows:

1. **PREMISES:** Landlord leases to Tenant and Tenant leases from Landlord the following real property:

A portion of 1550 South Cushman, Fairbanks, AK 99701.

Attached as Exhibit A is a map of the portion of the structure rented to Tenant. (In pink) Suite B (TP)

2. **TERM:** The term of this lease shall commence on November 15, 2016, (unless delayed by the parties) and expire one (1) year thereafter (i.e. January 1, 2018). Tenant shall have the option to renew the lease for five additional 1 (1) year terms by giving written notice of Tenant's intent to extend the lease at least 30 days before the end of the lease term.

3. **ACCEPTANCE OF PREMISES:** Tenant's taking possession of the premises on commencement of the term shall constitute Tenant's acknowledgment that the improvements are in good condition. Landlord covenants that Tenant, on paying the rent and performing Tenant's obligations in this lease, shall peacefully and quietly have, hold, and enjoy the premises through the term without ejection or disturbance by Landlord or any person or entity within Landlord's control.

4. **YEARLY RENT:** Tenant shall pay to Landlord as yearly rent for the rental of the premises the sum of TWO THOUSAND DOLLARS (\$2,000.00), per month plus all utilities, on the first day of each month.

5. **SECURITY DEPOSIT:** No security deposit shall be paid.

6. **TAXES, INSURANCE, UTILITIES:** Tenant shall pay all utilities except that tenant shall receive a \$100 per month credit for unmetered electrical use by co-tenants in the structure. Landlord shall pay taxes and insurance.

7. **LIMITATION ON USE:** Tenant shall use the premises for cultivation purposes and for no other use without Landlord's consent. Tenant's use of the premises as provided in this lease shall be in accordance with the following:

(a) **Cancellation of insurance:** Tenant shall not do, bring, or keep anything in or about the premises that will cause a cancellation of any insurance covering the premises.

(b) **Compliance with laws:** Tenant shall comply with all laws concerning Tenant's use of the premises.

(c) **Waste, nuisance:** Tenant shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties.

(d) **Animals:** Tenant agrees that no dogs, cats, fish, birds, or any other animal of any kind shall be kept, fed, or tolerated in the premises without the prior written permission of the Landlord.

8. **CONTINUOUS OPERATION:** Tenant shall continuously use the premises for the uses specified in this lease. If the premises are destroyed or partially condemned and this lease remains in full force and effect, Tenant shall continue operation of its business at the premises to the extent reasonably practical from the standpoint of good business judgment during any period of reconstruction.

9. **MAINTENANCE OF AND IMPROVEMENTS TO PREMISES:**

(a) **Maintenance:** Except as otherwise provided herein, Tenant at its cost shall maintain the improvements and premises in good condition, normal wear and tear excepted. Landlord shall not have any responsibility for normal, day-to-day maintenance of the premises. Landlord shall be responsible for all water, heat and sewer maintenance expenses.

(b) **Improvements:** Landlord shall bear the sole burden and cost for any improvements as needed to configure the property as depicted in Exhibit A. Except as noted, Landlord shall not be responsible for any improvements to the premises. Tenant shall obtain written approval from Landlord before making any improvements to the premises, which approval shall not be unreasonably withheld. Tenant shall be responsible for obtaining any necessary permits for improvements they perform.

10. **LIABILITY:** Tenant shall be liable for and shall hold Landlord harmless from, all damages to any third party or to property, occurring in, on, or about the premises, arising from Tenant's occupation or use of the premises not covered by Landlord's insurance; except that Landlord shall be liable to Tenant and shall hold Tenant harmless from damages resulting from the acts or omissions of Landlord or its authorized representatives.

11. **DAMAGE OR DESTRUCTION:** In case any occurrence caused solely by an act or omission of Tenant results in damage or destruction to the improvements and or premises, Tenant shall at its sole cost and expense, whether or not such casualty loss is

covered by insurance and whether or to the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace or rebuild the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction, including temporary repairs and work necessary to protect the premises from further injury and with such changes or alterations as may be made at Tenant's election. The restoration shall be commenced promptly and prosecuted with reasonable diligence, unavoidable delays excepted.

12. **DESTRUCTION:** If, during the term, the premises are totally or partially destroyed or damaged by a cause not occasioned solely by the act or default of Tenant, rendering the premises totally or partially inaccessible or unusable, Tenant shall have the option to terminate this lease, or to continue the lease with rentals to be fairly apportioned in accordance with the amount of the partial destruction, and/or to restore the premises to substantially the same condition as they were in immediately before destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. If then existing laws do not permit the restoration, either party can terminate this lease immediately by giving notice to the other party.

The notice under this section shall be at least Ten (10) days' notice given not less than Thirty (30) nor more than Sixty (60) days after such destruction or damage; provided, however, that simultaneously with the giving of such notice of Tenant, or within Ten (10) days after Landlord shall have exercised its right to terminate this Lease, Tenant shall:

- (a) Pay or assign to Landlord such sums recoverable and due Landlord under the terms of the policies of insurance naming Landlord a loss payee as its interest may appear and covering the premises;
- (b) Pay to Landlord the base and additional rent for the period up to and including the termination date; and
- (c) Restore the surface of the land as nearly as possible to the same condition it was in at the inception of the Lease.

13. **ABATEMENT OR REDUCTION OF RENT:** Tenant will, during the term of this lease agreement, pay to Landlord the rent reserved in this Lease in the manner specified above, except in the event that all or any part of the demised premises shall be destroyed or damaged by fire or other cause not occasioned solely by the act or default of Tenant, and until the premises are repaired as stated above, the reserved rental is: (a) to cease if destruction is entire, or (b) to be fairly apportioned if partial.

14. **AWARD - DISTRIBUTION:** All awards and proceeds whether from insurance, condemnation or otherwise shall be allocated between Landlord and Tenant as their interests appear. Nothing contained in this lease shall affect or impair the rights of Landlord or Tenant to recover compensation for their interests taken or damages suffered by reason of any loss, taking, condemnation, or need to relocate.

15. **ASSIGNMENT, SUBLETTING AND ENCUMBERING:** Tenant shall not voluntarily assign or encumber its interest in this lease or in the premises, or sublease all or any part of the premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the premises, without first obtaining Landlord's consent, which shall not be unreasonably withheld. Any assignment,

encumbrances, or sublease without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

16. **INVOLUNTARY ASSIGNMENT:** No interest of Tenant in this Lease shall be assignable by operation of Law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

- (a) If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt;
- (b) If a writ of attachment or execution is levied on this lease;
- (c) If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the premises.

An involuntary assignment shall constitute a default by Tenant or Landlord, as the case may be, and the non-defaulting party shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Tenant or Landlord, as the case may be.

17. **TENANT'S DEFAULT:** The occurrence of any of the following shall constitute a default by Tenant:

- (a) Failure to pay rent within fifteen (15) days of when due.
- (b) Abandonment of the premises (failure, without excuse, to occupy and operate the premises during the summer tourist season shall be deemed an abandonment).
- (c) Failure to perform any of the provisions of this lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this lease if Tenant commences to cure the default within the thirty (30) day period, and thereafter diligently and in good faith continues to cure the default.

Notices given under this paragraph shall specify the alleged default and the applicable lease provisions; and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice.

18. **REMEDIES:** If Tenant or Landlord, as the case may be, causes a default the non-defaulting party shall have all remedies permitted by law.

19. **INTEREST ON UNPAID RENT:** Rent not paid when due shall bear interest at 5% per annum.

20. **SIGNS, ADVERTISING:** Tenant at its cost shall have the right to place, construct, and maintain signs on the premises. Any sign that Tenant has the right to place, construct, and maintain shall comply with all laws, and Tenant shall obtain any approval

required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.

21. **LANDLORD'S ENTRY ON PREMISES:** Landlord and its authorized representative shall have the right to enter the premises at all reasonable times and after reasonable notice for any of the following purposes:

- (a) To determine whether the premises are in good condition and whether Tenant is complying with its obligations under this lease; and
- (b) To serve, post, or keep posted any notices required or allowed under the provisions of this lease.

22. **NOTICE:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this lease. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within three (3) days from the time of mailing if mailed as provided in this paragraph.

23. **WAIVER:** The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Landlord, including without limitation, the acceptance of the key to the premises, shall constitute an acceptance of the surrender of the premises by Tenant before the expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the premises and accomplish a termination of the lease.

Either party's consent to or approval of any act by the other requiring such party's consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent act.

Any waiver by a party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

24. **SURRENDER OF PREMISES; HOLDING OVER:** On expiration or termination of the term, Tenant shall surrender to Landlord the premises in good condition (except for ordinary wear and tear).

Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the premises on expiration or termination. The alterations or Tenant's personal property that Landlord elects to retain or dispose of shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's costs for storing, removing, and disposing of any alterations or Tenant's personal property.

Landlord understands and approves tenant use for marijuana and marijuana products.
AMCO Enforcement will be notified in the event it needs to be removed from the premises. TF

If Tenant fails to surrender the premises to Landlord on expiration or termination of the term as required by this paragraph, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the premises.

25. MISCELLANEOUS PROVISIONS:

(a) This lease contains the entire understanding of the parties hereto and cancels and supersedes all prior leases, understandings, agreements or undertakings of the parties with respect to the subject matter herein, and may be amended only by a written instrument executed by Landlord and Tenant.

(b) Invalidity of any one of these provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(c) This Lease shall be a contract made under, and shall be governed by and construed under, the laws of the State of Alaska. In case of any disagreement or action arising hereunder, the parties agree that jurisdiction shall be in the courts of the State of Alaska and agree venue shall be in Fairbanks.

(d) This Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(e) Time is of the essence in this Lease.

(f) The individuals signing this Lease represent that they have full authority to enter into this Lease on behalf of the respective parties, and to bind the entities which are parties hereto. No other or further authorizations are needed to make this agreement fully binding upon the parties hereto.

(g) Both Landlord and Tenant have had the benefit of the advice of counsel as to the terms and conditions contained herein. In case of any ambiguity, this Lease shall not be construed as against either party.

(h) All of the attorney's fees and legal costs incurred by the respective parties in negotiating and forming this lease shall be borne by the respective parties. All legal costs and attorneys fees actually incurred by any party to this lease to enforce any obligations of any other party under this lease shall be paid to the prevailing party by the other party and shall bear interest at the late rental interest rate.

LANDLORD:

TLZ Property, LLC

By: Travis Fraser TLZ property

Its: Managing Member

TENANT:

Northlink, LLC

By: Travis Fraser

Its: Managing member



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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Section 1 – Establishment Information

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

Licensee:	Northlink, LLC	License Number:	11051		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	NORTHLINK, LLC				
Physical Address:	1550 cushman				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Affidavit of Publication
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OFFICE USE ONLY

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

Northlink, LLC is applying und

Affidavit of Publication

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

Before me, the undersigned, a notary public, this day personally appeared Tameka Ambersley, 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):

September 22, 2016, September 29, 2016, October 06, 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 6th day of October 2016.

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

My commission expires: December 07, 2017

00008925 00037685

JEREMY LYONS
3350 THOMAS ST
FAIRBANKS, AK 99709

37685

Northlink, LLC is applying under 3 AAC 306.400 (a)(1) for a new Standard Marijuana Cultivation Facility license, license #11051, doing business as NORTHLINK, LLC, located at 1550 Cushman, Fairbanks, AK, 99701, UNITED STATES.

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

Publish: 9/22, 9/29 & 10/6/16

NOTARY PUBLIC
M. BURNELL
STATE OF ALASKA

My commission Expires December 7, 20____



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

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License Type:	Standard Marijuana Cultivation Facility				
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Physical Address:	1550 Cushman, Suite B				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Travis Fraser				
Email Address:	travisfraser00@yahoo.com				

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OFFICE USE ONLY

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

Northlink LLC

Affidavit of Publication

UNITED STATES OF AMERICA
STATE OF ALASKA
FOURTH DISTRICT

} SS.

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

February 03, 2017

39358

Northlink, LLC is applying under 3 AAC 306.400 (a)(1) for a new Standard Marijuana Cultivation Facility license, license #11051, doing business as NORTHLINK, LLC, located at 1550 Cushman, Suite B, Fairbanks, AK, 99701, UNITED STATES.

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

Publish:02-03-17

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

Advertising Clerk

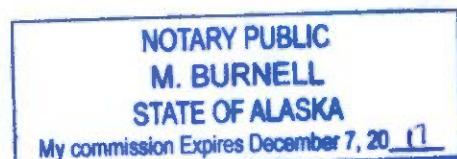
Subscribed to and sworn to me this 3rd day of February 2017.

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

My commission expires: December 07, 2017

00008925 00039358

JEREMY LYONS
3350 THOMAS ST no. 84
FAIRBANKS, AK 99709



From: [Lance Roberts](#)
To: [Marijuana Licensing \(CED sponsored\)](#)
Cc: travisfraser00@yahoo.com
Subject: Re: Objection to Specific Application
Date: Tuesday, March 14, 2017 7:50:18 AM

To the Marijuana Control Board:

I found that I had been misinformed on how to measure the buffer zone to a church. I've re-measured and the measurement is 485', still under the 500' buffer requirement.

Thanks,

Lance Roberts

On Sun, Mar 12, 2017 at 2:58 PM, Lance Roberts <roberts.lance@gmail.com> wrote:

To the Marijuana Control Board:

Ref: License # 11051 Northlink, LLC

I'm objecting to these licenses because

- 1) It violates the State buffer zone distance from a youth center (1554 Stacia St) as the pedestrian path from that lot to the front door of the intended business is 266'.
- 2) It violates the State buffer zone distance from a church building that conducts regular services (1465 Lacey St) as the pedestrian path from that lot to the front door of the intended business is 450'.
- 3) The conditional use zoning permit from the Borough states that State law must be followed. This means that as soon as this business is operational, it will be in violation of its permit.

There is no way to rectify these violations without moving the building.

Also, please note that this establishment is directly across the street from Housing First, a facility run by the Tanana Chiefs Conference to house chronic inebriate homeless individuals. It is also adjacent to a large residential neighborhood.

Thank You,

Lance Roberts
Roberts.Lance@gmail.com

From: [Travis Fraser](#)
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Response to Mr. Lance Roberts Objection Letter
Date: Tuesday, March 14, 2017 4:30:51 PM
Attachments: [Distance Map.pdf](#)

To the Marijuana Control Board:

Ref: License # 11051 Northlink, LLC and 11053 True Dank, LLC

In response to the letter sent by Mr. Lance Roberts, objecting to the above business licenses:

1) The "youth center" that Mr. Roberts references in his first point is actually a state licensed day care facility. The State Marijuana Control Board (MCB) during its meetings [on August 10th](#) and 11th, 2015 adopted AS 11.71.900 as its definition of a "youth center" and this definition does not include state licensed day care facilities. However, the MCB also permits localities to add their own definitions when making land use restrictions. The Fairbanks North Star Borough regulations specifically define and outline buffers for "state licensed day care" facilities, see FNSBC 18.50.300(A)(3)(a-e)). The Fairbanks North Star Borough is aware that the building Mr. Roberts references as a "youth center" is actually a state licensed day care facility and the Borough has found that I am in compliance with their buffer restrictions.

2) [On August 10th](#) and 11th, the MCB also considered, and rejected, the specific addition of "daycares" to buffer zones in the context of defining "schools." This history makes it clear that "daycares" are not "youth centers."

3) I have included a scaled map from the Fairbanks North Star Borough detailing the distance measured by the shortest pedestrian route from the public entrance of my building to the outer boundaries of the building in which religious services are regularly conducted. As you can see from the map, the distance is actually 572' which is in compliance with 3 AAC 306.010.

4) For the reasons stated above Mr. Roberts assertions are false. Mr. Roberts is on record as opposed to marijuana businesses, is on a crusade against marijuana businesses and has deliberately not paid any attention to the details of your regulations in making his objections.

Lastly, Mr. Roberts mentions the facility across the street, Housing First, yet makes no claim that such a facility opposes my business or presents any conflict with State or Borough regulations.

I thank you for your time.

Sincerely,
Travis Fraser

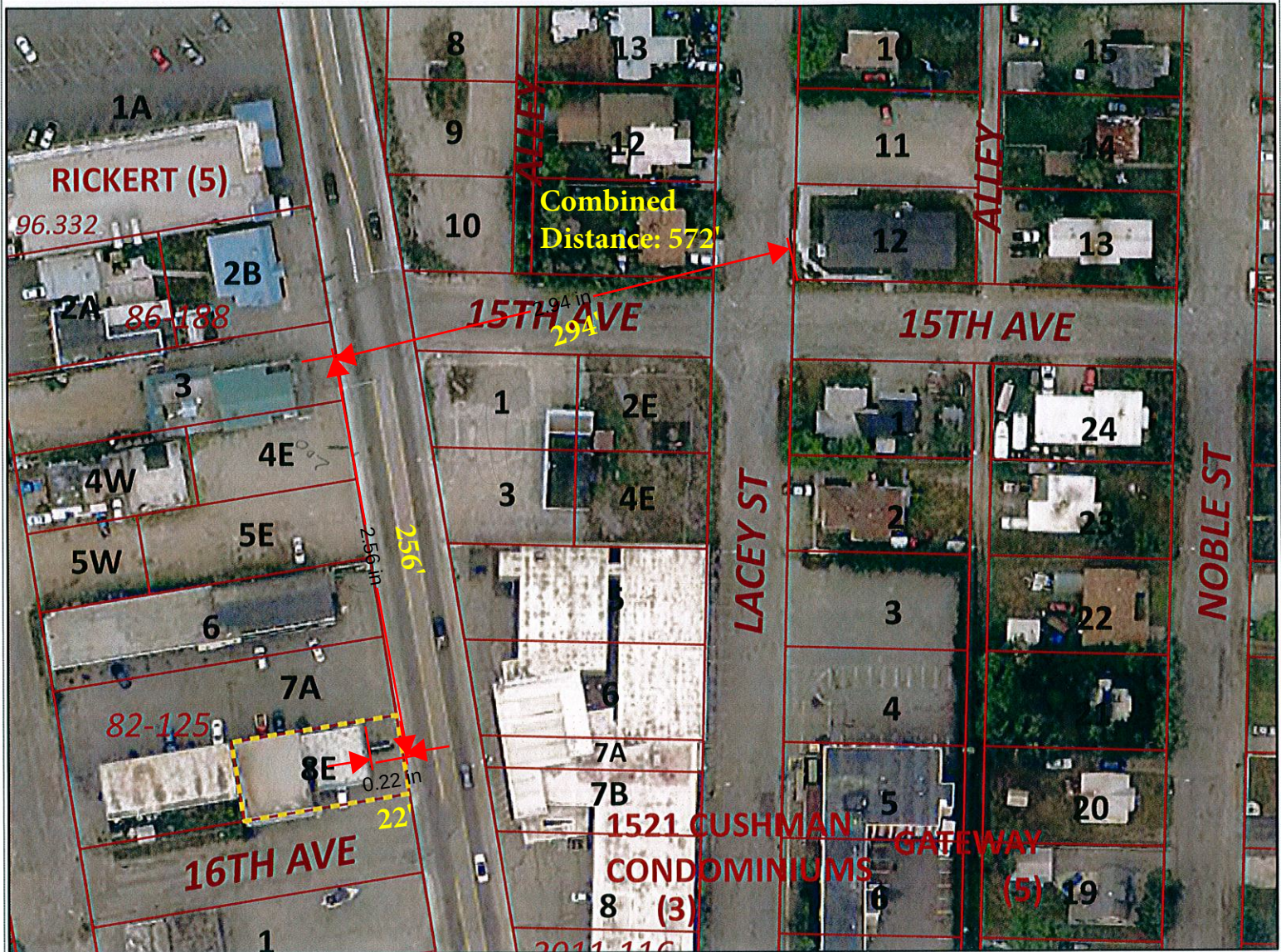


Fairbanks North Star Borough

All Data Report

PAN# 0088374

Printed on: 03/13/2017



Scale: 1 inch = 100 feet

100 50 0 100 200 300 400 Feet



Property Information for PAN#: 0088374

PROPERTY DESCRIPTION: RICKERT, BLOCK: 05, LOT: 08E &
OWNER: Tlz Property Llc [ownership]
SITUS ADDRESS: 1550 Cushman St

 1550 Cushman St

Assessment History

Year	Land	Improvements	Total
2016	\$33,091	\$282,452	\$315,543
2015	\$33,091	\$248,212	\$281,303
2014	\$33,091	\$244,278	\$277,369
2013	\$33,091	\$244,907	\$277,998
2012	\$33,091	\$245,536	\$278,627

Photo Date: 12, 2015 Photo No: 00



11/20/2015

The Fairbanks North Star Borough does not warrant the accuracy of maps or data provided, nor their suitability for any particular application. There may be errors in the data.

APPLICATION DOCUMENTS

From: [AMCO Local Government Only \(CED sponsored\)](#)
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: FW: Local Government Notification of Complete Marijuana License Application #11051 Northlink, LLC
Date: Friday, March 24, 2017 11:26:19 AM

From: Krista Major [mailto:KMajor@fnsb.us]
Sent: Friday, March 24, 2017 10:03 AM
To: AMCO Local Government Only (CED sponsored)
Subject: RE: Local Government Notification of Complete Marijuana License Application #11051 Northlink, LLC

Good Morning!

This is to advise that the Fairbanks North Star Borough does not protest the New Marijuana License #11051.
Thanks!

From: AMCO Local Government Only (CED sponsored) [mailto:amco.localgovernmentonly@alaska.gov]
Sent: Thursday, February 16, 2017 9:30 AM
To: ddsnyder@ci.fairbanks.ak.us
Cc: john.eberhart@ci.fairbanks.ak.us; hlzach@ci.fairbanks.ak.us; Karl Kassel; Krista Major; Lanien Livingston
Subject: Local Government Notification of Complete Marijuana License Application #11051 Northlink, LLC

Dear local government officials,

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

This application is scheduled for the April 5, 2017 MCB meeting agenda

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

You will receive an email that looks like this:

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

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

<https://drop.state.ak.us/drop/pickup.php?claimID=GvUTVMNQMb2yJsvp&claimPasscode=bHA9fU6g89H2uK6f&emailAddr=calderjp%40gmail.com>

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

Full information about the drop-off:

Claim ID: GvUTVMNQMb2yJsvp
Claim Passcode: bHA9fU6g89H2uK6f
Date of Drop-Off: 2016-04-22 12:17:49-0400

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

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

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

Please prove you are a person

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



[Privacy & Terms](#)



[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 |



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CORRESPONDENCE



CITY OF FAIRBANKS

Office of the City Clerk
800 CUSHMAN STREET
FAIRBANKS, ALASKA 99701-4615
OFFICE: 907-459-6702
FAX: 907-459-6710
cityclerk@ci.fairbanks.ak.us

April 4, 2017

Jane Sawyer, Business Registration Examiner
Alcohol and Marijuana Control Office (AMCO)
550 W 7th Avenue, Ste. 1600
Anchorage, Alaska 99501-3567

Dear Ms. Sawyer:

At the regularly-scheduled meeting of April 3, 2017, the Fairbanks City Council voted to **PROTEST** the application for the following NEW Marijuana Cultivation License **until a Certificate of Occupancy is issued by the City Building Department:**

License Type/Number:	Marijuana Cultivation Facility/License #11051
D.B.A.:	Northlink, LLC
Licensee/Applicant:	Northlink, LLC
Physical Location:	1550 Cushman Street, Fairbanks, AK

I will notify the Alcohol and Marijuana Control Office when a Certificate of Occupancy is issued for the premises. If you have any questions or would like further information do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, reading "D. Danyielle Snider".

D. Danyielle Snider, CMC
Fairbanks City Clerk

cc: File
Travis Fraser, Northlink, LLC
Jim Styers, City Fire Chief
Clem Clooten, City Building Official

CSG, Inc.

Attorneys at Law

Barbara L. Schuhmann - of Counsel
Robert B. Groseclose
Jo A. Kuchle
Zane D. Wilson
Craig B. Partyka
Danielle M. Gardner
Ehren D. Lohse
Kristina M. Miller

Telephone 907.452.1855 • Facsimile 907.452.8154 • Toll Free 800.550.1855
714 Fourth Avenue, Suite 200 • Fairbanks, Alaska 99701-4470
www.alaskalaw.com • csg@alaskalaw.com

May 3, 2017

sender's email address:
zane@alaskalaw.com

Marijuana Control Board
550 W. 7th Avenue, Suite 1600
Anchorage, AK 99501

Re: License No. 11051 Northlink, LLC
Our File No.1751.02

Dear Control Board:

Northlink, LLC and True Dank, LLC's marijuana licenses are coming before the Board on May 15, 2017. We wanted to provide you with some material that you may find helpful in reference to these licenses.

The issue before the Board is whether or not a daycare is included within the buffer provisions of 3 AAC 306.990(35). In addition to the common sense usage of the term "youth center" as conveying an entirely different concept than a daycare, a youth center does not include daycares for the following reasons:

1. In the Marijuana Control Board (MCB) meeting of August 2015, the MCB specifically considered whether or not daycares should be included within the buffer provisions of the MCB's regulations. The then existing regulations included "child centered facility including a school, daycare or other facility providing services to children".¹ Brandon Emmett moved to strike the provisions of the regulation relating to daycares and this motion was GRANTED.² In lieu of including a daycare the MCB elected to use the definition of recreation or youth center from AS 11.71.900(20).

2. Critical to the issue before the MCB is the specific language of the regulation related to youth centers. Specifically, the definition reads:

3 AAC 306.990

(35) "recreation or youth center" means a building, structure, athletic playing field, or playground

(A) run or created by a local government or the state to provide athletic, recreational, or leisure activities for persons under 21 years of age; or

(B) operated by a public or private organization licensed to provide shelter, training, or guidance for persons under 21 years of age; (emphasis added)

¹ See MCB meeting minutes of August 10 and 11, 2015. Exhibit A.

² *Id.*

As the above emphasized language demonstrates the key issue is whether or not a daycare is "licensed to provide" any of the specific services covered under 3 AAC 306.990(35). It is not.

I have attached a printout from the State of Alaska daycare licensing website.³ A daycare is licensed to provide care/childcare services. Critically, a daycare is not licensed to provide shelter, training, or guidance to persons under 21 years of age. A daycare is simply licensed to provide daycare services, nothing more, nothing less.

3. According to the Alaska Supreme Court when construing a statute or regulation the Board is look at the plain language of the statute and its legislative history. The plainer the statutory language the more convincing evidence of contrary legislative purpose or intent must be. Further, the Board is to interpret statutes in light of their purpose. Under the rule of *expressio unius est exclusion alterius* when a statute or regulation expressly enumerates a thing to which it applies the negative inference is when something is omitted from the statute the omission should be understood as an exclusion. Lastly, the Board is to interpret statutes according to reason, practicality and common sense.⁴

As set forth above, a daycare is not licensed to provide any of the listed services in 3 AAC 306.990(35). Moreover, the legislative intent described in paragraph 1 above clearly establishes the intent of the MCB to exclude daycares from any buffer zone requirement. When the MCB specifically struck daycares, and did not list daycares under the provisions of 3 AAC 306.990(35), under the doctrine of *expressio unius* this expressed the MCB's intent to exclude daycares, as a licensed daycare can crop up in any location and foil the purposes of the marijuana control statutes.

Moreover, reason, practicality and common sense support excluding daycares from the definition of youth centers. First, the terms are not used interchangeably in the common use of the words. Moreover, a youth center is an open campus where children of all ages freely come and go from the youth center without supervision. In contrast, a daycare is a controlled campus and a child only enters or leaves the daycare facility when accompanied by their parent or other care provider.

4. At worst, the provisions of 3 AAC 306.990(35) are ambiguous relative to daycares and when this ambiguity exists the legislative history clearly expressed by the rejection of daycares within the buffer zones must control.⁵

5. Although not binding on the MCB, the protest raised by Mr. Roberts relative to daycares has been addressed before both the Fairbanks North Star Borough and the City of Fairbanks. Both of these entities have approved Northlink, LLC's license application over the objection of Mr. Roberts. Significantly, the Fairbanks North Star Borough has a specific provision related to daycares and has a 100 foot sensitive use buffer for licensed daycare

³ Exhibit B.

⁴ *Central Recycling Services, Inc. v. Municipality of Anchorage*, 389 P.3d 54 (Alaska 2017) - Exhibit C, pg. 4.

⁵ *Id.* at pages marked 4-6.

facilities, which Northlink, LLC complies with.⁶ The MCB should not override the Fairbanks North Star Borough and City of Fairbanks' acceptance of this application particularly when the MCB has previously advised applicants to review the August 10 and 11, 2015, meeting minutes to determine the MCB's position on whether or not a daycare is included within the prohibitions of a youth center and further advised that the local government can interpret this provision differently than the MCB.⁷ Local governments have interpreted this provision, have specifically enacted ordinances dealing with daycares, and Northlink, LLC's facility is 100% compliant with these regulations. The MCB should not backtrack on its prior position relative to this issue, when it has explicitly expressed the intent to exclude daycares from the buffer provisions.

6. The MCB has previously approved a cultivation facility within the buffer distances from an actual driver training center that operated under contract with the Anchorage School District because the MCB found that the intent of the regulations would not be violated by allowing the facility to operate. In this regard, the MCB found it persuasive that the cultivation portion of the facility would not be open to the public and therefore would not be an issue.⁸ Similarly, Northlink, LLC's operation of its marijuana facilities in no way presents the risk that are typical to being too close to a youth facility. Daycares are closed campuses who cater to young children who require constant attention and who are not allowed to roam at large. The children are dropped off and picked up at the daycare facility by their parents and are in the custody and control of their parents any time they leave the daycare facility. We have also found a retail that has daycare within buffers.

We plan on attending the May 15, 2017, meeting and will be happy to address any concerns or questions you may have about this application.

Sincerely,

CSG, Inc.

By: _____

Zane D. Wilson

ZDW/nl
Enclosures
cc: Travis Fraser

⁶ Exhibit D.

⁷ Exhibit E.

⁸ Exhibit F.

Exhibit A

Brandon Emmett **motions to accept all of 3 AAC 306.010 as amended** 10:02:51 AM
 Mark Springer **seconds motion**
Board votes, and motion carries unanimously 11:45:43 AM

Brandon Emmett **motions to strike "child-centered facility including a school, daycare, or other facility providing services to children" and replace with "school" in 3 AAC 306.010(a).** 10:04:25 AM
 Mark Springer **seconds motion**
 "Memorandum for all United States Attorneys: Guidance Regarding Marijuana Enforcement" from Deputy Attorney General James M. Cole dated August 29, 2013 (Cole Memo) handed out to Board members.
 Discussion regarding the Cole Memo, federal drug-free zoning laws, definition of "school", distances from a school, AS 11.71.030 and AS 11.71.900(20).
Board votes, and amended motion carries unanimously 11:12:50 AM

Brandon Emmett **motions to amend amendment to read "within 500 feet of a school or a recreation or youth center", and use the definition of "recreation or youth center" from AS 11.71.900(20).** 10:46:47 AM
 Mark Springer **seconds motion**
Motion carries unanimously

BREAK 10:52:14 AM

Discussion of public comments on 3 AAC 306.010 11:17:02 AM

Mark Springer **motions to strike 3 AAC 306.010(b)** 11:27:58 AM
 Brandon Emmett **seconds motion**
Motion carries (3-1, Peter Mlynarik votes No)

Mark Springer **motions to strike "violation of AS 04" from 3 AAC 306.010(d)(2) and replace with "violation of AS 04.16.051, AS 04.16.052, or AS 04.11.010"** 11:42:01 AM
 Brandon Emmett **seconds motion**
Motion carries unanimously

Brandon Emmett **motions to accept 3 AAC 306.015** 11:46:25 AM
 Peter Mlynarik **seconds motion**
Board votes, and motion carries (3-2, Bruce Schulte and Brandon Emmett "No") 1:47:52 PM

Brandon Emmett **motions to amend 3 AAC 306.015(a) to strike "direct or indirect financial interest" and replace with "controlling interest"** 11:53:38 AM
 Mark Springer **seconds motion**
 Brandon Emmett **withdraws motion to amend** 12:19:06 PM
 Mark Springer **seconds**
No vote

#13

Mark Springer motions to accept 3 AAC 306.095

4:38:03 PM

Brandon Emmett seconds motion

Board votes, and motion carries (4-1, Brandon Emmett votes No)

5:02:58 PM

Brandon Emmett motions to amend 3 AAC 306.095(d)(1), (3), (4), and (6)
to change the amount to \$2,500 from \$5,000.

4:38:30 PM

Mark Springer seconds motion

Motion fails (2-3, Brandon Emmett and Bruce Schulte vote Yes)

Cynthia Franklin states that no section was included for fee for

5:01:23 PM

Marijuana Handler's Permit; recommends \$50

No objection received from the Board; will be added by Virginia

BOARD MEMBER COMMENTS

5:03:52 PM

ADJOURN

5:11:06 PM

Minutes reviewed and approved by:



Cynthia A. Franklin, Director

08/11/15

Date



Sarah D. Oates, Records & Licensing Supervisor

08/11/15

Date

Exhibit B



Alaska State Requirements



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With a wide variety of stories, puzzles, and activities every month!



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With a wide variety of stories, puzzles, and activities every month!



LICENSING REQUIREMENTS
Your state's Licensing Requirements and contact numbers.

[Click Here for Alaska Daycare Licensing Standards](#)

Worker Qualifications

Caregivers having regular contact with children: At least 18 years old, although 14 - 17 year-olds may serve as caregivers if they have completed a child care training course or have demonstrated competency to satisfaction of administrator.

Provider/Child Ratio

Child-to-Caregiver Ratios

(a) Except as provided in (f) of this section, a child care home must have at least one caregiver, and may provide care for no more than a total of eight children under age 13 years, including the caregiver's children under age 12 years. Of the total children in care, no more than three children may be under the age of 30 months. Of the total children in care, including children under the age of 30 months, no more than two may be nonambulatory.

(b) Except as provided in (c) and (f) of this section, a child care group home must have at least two caregivers and may provide care for no more than a total of 12 children under age 13 years. Of the total children in care, no more than five may be under the age of 30 months, and no more than four may be nonambulatory.

(c) A child care group home requires only one caregiver if

(1) the number of children decreases to no more than a total of eight and the requirements of (a) of this section are met; or

(2) the caregiver has completed one year of licensed home child care or the equivalent, or meets the college credit, CDA credential, or Montessori credential requirements of 7 AAC 57.300(d), and there are no more than a total of

(A) 10 children, with no children under the age of 30 months; or

(B) 12 children who are all school age.

Except as provided in (e) and (f) of this section, a child care center shall maintain, during all hours of operation, the following child-to-caregiver ratio and the following maximum group size as required by 7 AAC 57.510

Age Range

Age of Children

Through 18 months

19 to 36 months

3 and 4 years

5 and 6 years

7 through 12 years

Ratios For Daycare In Alaska

Child- Teacher: Maximum Group Size, Ratio of Children to Caregivers

5 - 1 (10:2) - Term for Child's Age Group: **Infants**

6 - 1 (12:2) - Term for Child's Age Group: **Toddlers**

10 - 1 (20:2) - Term for Child's Age Group: **Preschoolers**

14 - 1 (28:2) - Term for Child's Age Group: **Kindergartners**

18 - 1 (36:2) - Term for Child's Age Group: **School**

(e) A child care center may maintain a child-to-caregiver ratio consistent with the age of the majority of the children, when kindergartners and school-age children are in a mixed age group. When infants, toddlers, and preschoolers are in a mixed age group, the child-to-caregiver ratio for the youngest child applies.

(f) For purposes of meeting the child-to-caregiver ratio requirements in (a) - (d) of this section, a child in care who is age 13 or older must be counted as a child under age 13 who is school age.

(g) In this section,

(1) "nonambulatory" means not physically or mentally capable of achieving mobility to exit a building without the aid of another individual;

(2) "total" means the total number of children in care at any time.

Becoming an Approved Child Care Provider

An approved provider provides child care services to child care assistance-eligible children in a private residence as the sole caregiver. Approved providers must become licensed within one year to continue receiving child care assistance payments. An approved relative provider provides child care services only to child care assistance-eligible children who are their grandchild, reatgrandchild, sibling, niece, or nephew. Approved relative providers must renew their status every two years.

To participate in the child care assistance program as an approved provider or an approved relative provider, you must:

- Submit a completed application;

- Agree to meet basic health and safety requirements;
- Pass a criminal history background check (also any household member 18 years of age and older)

Approved and approved relative providers may care for no more than a total of five children under 12 years of age, including their own children. Of those five children:

- No more than four children may be unrelated to the provider; and
- No more than two children may be under 30 months of age.

- If you reside outside the Municipality of Anchorage, contact your local child care assistance program administrator/
- If you reside within the Municipality of Anchorage, contact the Child Care Program Office/

What is In-Home Care?

Care is considered "in-home care" when it is provided in the child's own home.

An in-home child care provider is an individual who provides child care services in the child's own home.

What Do I Need to Know?

- In-home care is affected by interaction with other laws and regulations in addition to Child Care Assistance Program (CCAP) regulations.
- If you have your child care provider come into your home to provide child care, you are considered their employer.

Who Qualifies to be an In-Home Provider?

To receive payments through the Child Care Assistance Program (CCAP), an in-home provider must:

- Be at least 18 years of age
- Be employed by the parent(s) of the family
- Pass a criminal history background check
- Provide care only to the CCAP-eligible children residing in the family's home

What is the Process?

- If you choose to hire a child care provider to care for your own children in your own home, please contact your local child care assistance program office.

Contact Information

Child Care Licensing Agency

(will refer callers to the appropriate regional regulatory office)

Alaska Department of Health & Social Services

Division of Public Assistance

Child Care Program Office

619 East Shipcreek Avenue, Suite 230

Anchorage, AK 99501

Phone: (907) 269-4500

Toll Free: (888) 268-4632 (within State)

Fax: (907) 269-1064

[Alaska Daycare Listings](#)

Child Care Subsidy Agency

Alaska Department of Health and Social Services

Division of Public Assistance

Child Care Programs Office

619 E. Ship Creek Ave., Suite 230

Anchorage, AK 99501-1677

Phone: (907) 269-4518

Fax: (907) 269-4635

Head Start - State Collaboration Office

Department of Education & Early Development

801 W 10th Street, Suite 200

Juneau, AK 99801

Phone: (907) 465-4862

Fax: (907) 465-2806

Child Care Food Program Agency

Alaska Department of Education & Early Development

801 West 10th Street, Suite 200

Juneau, AK 99801-1894

Phone: (907) 465-8708

Fax: (907) 465-8910

State Child Care Resource & Referral Contact

Alaska Child Care Resource & Referral Network

P.O. Box 141689

Anchorage, AK 99514

Phone: (907) 563-2910

Toll Free: (800) 278-3723

Fax: (907) 563-1959

Office of Child Support Enforcement

Child Support Services Division

Department of Revenue

550 West 7th Avenue, 2nd Floor, Suite 280

Anchorage, Alaska 99501-6699

Phone: (800) 478-3300

Fax: (907) 269-6813

Child Abuse Reporting Hotline

To report suspected child abuse in Alaska, call Toll-Free: (800) 478-4444.

For national child abuse information, call Childhelp®, 800-4-A-CHILD (800-422-4453), or your local CPS agency.

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Little Thinkers

[Rate Little Thinkers](#)

Little Thinkers Overview:

Little Thinkers is a licensed daycare provider serving the Fairbanks AK area. If you are looking for quality daycare, you can use MyChildCareGuide.com to research Little Thinkers. If you have used Little Thinkers or are currently using them, please help other parents by leaving your review of their services below.

Little Thinkers Details:	Little Thinkers Ratings:
Location: 1554 Stacia Street Fairbanks, AK 99701 Fairbanks North Star County	Overall Rating: 0.00 0 rating(s)
Contact: Phone: 907.374.1988 Email: Email Little Thinkers Website: Provider Website Director: Gemma Maharaj	Little Thinkers Reviews: Add a review for Little Thinkers!
Additional Info: Capacity: 0 License Number: License Date: 1900-01-01 Business Hours:	

Additional Fairbanks Area Providers:

Sissys Daycare Located in: Fairbanks, Fairbanks North Star County Rating: 0.00	Top Of The Ridge Childcare Located in: Fairbanks, Fairbanks North Star County Rating: 0.00	Early Learning Childcare Located in: Fairbanks, Fairbanks North Star County Rating: 0.00	Kids Korner Located in: Fairbanks, Fairbanks North Star County Rating: 0.00
--	--	--	---

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1. Working diligently with state governmental agencies to provide quality data.
2. Involving parents in the childcare review process.
3. Providing helpful childcare evaluation tools, guides and resources to parents.
4. Assisting quality child care providers in connecting with parents.



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

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Business License Search

LICENSE DETAILS

License #: 926886

[Print Business License](#)

Business Name: LITTLE THINKERS LICENSED HOME CARE

Status: ACTIVE

Business Type: SOLE PROPRIETOR

Issue Date: 1/12/2009

Expiration Date: 12/31/2017

Primary Line of Business: 62 - Health Care and Social Assistance

Primary NAICS: 624410 - CHILD DAY CARE SERVICES

Secondary Line of Business:

Secondary NAICS:

Mailing Address: 1554 STACIA STREET, FAIRBANKS, AK 99701

Physical Address: 1554 STACIA STREET, FAIRBANKS, AK 99701

Note:

OWNERS

GEMMA C MAHARAJ

TOBACCO ENDORSEMENTS

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

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Exhibit C

389 P.3d 54 (Alaska 2017)

CENTRAL RECYCLING SERVICES, INC., Appellant,

v.

MUNICIPALITY OF ANCHORAGE, Appellee

No. S-16036, No. 7150

Supreme Court of Alaska

February 10, 2017

Appeal from the Superior Court of the State of Alaska, Third Judicial District, Anchorage, Eric A. Aarseth, Judge. Superior Court No. 3AN-14-04776 CI.

Stacey C. Stone, Holmes Weddle & Barcott, P.C., Anchorage, for Appellant.

Samuel C. Severin, Assistant Municipal Attorney, and Dennis Wheeler, Municipal Attorney, Anchorage, for Appellee.

Before: Stowers, Chief Justice, Winfree, Maassen, and Bolger, Justices. [Fabe, Justice, not participating.].

OPINION

WINFREE, Justice.

I. INTRODUCTION

A recycling company requested rebates under a municipal ordinance providing reduced fees for disposing solid waste residue at the municipal landfill. The municipal department dispersing the rebates construed the ordinance as resulting in lower rebates than the company expected. The company sued the municipality, and the superior court ruled in the municipality's favor. The company appeals. Although the ordinance language is imperfect, legislative intent more strongly supports the municipality's interpretation. We therefore affirm the superior court's decision.

II. FACTS AND PROCEEDINGS

Central Recycling Services, Inc. recovers post-consumer materials for reuse, mainly from construction and demolition waste. These materials include cardboard, glass, steel, aluminum, copper, asphalt, concrete, tires, and lumber. Entities primarily engaged in recycling are entitled to reduced fees at the Anchorage municipal landfill when disposing solid waste residue generated from recyclable materials.^[1] The relevant municipal ordinance, AMC 26.80.055, conditionally reduces fees for "[b]usinesses or organizations engaged in recycling of paper, plastic, glass and steel, aluminum, copper and brass."^[2] A recycling entity must submit a rebate request and supporting documentation; Solid Waste Services (SWS), a municipal utility operating the landfill, determines whether the entity's residue is eligible for reduced fees.^[3] The reduced fees are returned in a quarterly rebate.^[4]

Between 2010 and 2014 Central Recycling submitted 12 rebate requests to SWS. Central Recycling apparently received its first rebate in 2012 and, believing it was entitled to a larger rebate, began disputing SWS's application of the ordinance. Specifically, Central Recycling disagreed with SWS's interpretation that the fee reduction applies only to waste residue from

materials expressly listed in the ordinance.

In January 2014 Central Recycling brought suit against the Municipality of Anchorage, asserting that SWS's ordinance interpretation was incorrect and seeking a declaratory judgment and damages for unpaid rebates. The Municipality moved for summary judgment in January 2015, maintaining that the ordinance allows the rebate only for waste residue from the seven listed materials. Central Recycling opposed, arguing that the list is not exhaustive of the materials generating qualifying residue and that the Anchorage Assembly intended to incentivize recycling to divert waste from the landfill. At oral argument the superior court agreed with the Municipality, explaining that " the plain language of the code . . . said what it said, and that these were the list[ed] . . . things that you[ve] got to recycle." The court granted the Municipality summary judgment on the declaratory remedy, which was dispositive of the action, and entered final judgment against Central Recycling in July 2015.

Central Recycling appeals, contending that the superior court erroneously interpreted the ordinance.

III. STANDARD OF REVIEW

We review a grant of summary judgment de novo.^[5] But this appeal presents only a legal question regarding the correct interpretation of AMC 26.80.055, and the parties dispute the level of deference we should apply to the agency's interpretation. Central Recycling argues that we should use our independent judgment in interpreting the ordinance because it does not involve agency expertise.^[6] The Municipality argues that the reasonable basis test for agency interpretation applies because " fundamental policy considerations of the administrative agency are at play." ^[7] Because even under Central Recycling's proposed standard of review we affirm the superior court's decision, we do not need to decide which is appropriate.

IV. DISCUSSION

A. Overview

Whether construing a statute or municipal ordinance " [w]e apply the same rules of interpretation." ^[8] " When we construe a statute, we look at both its plain language and . . . its legislative history." ^[9] We use a sliding scale approach under which " [t]he plainer the statutory language is, the more convincing the evidence of contrary legislative purpose or intent must be." ^[10] " [W]henever possible, we construe a statute in light of its purpose." ^[11]

Under AMC 26.80.055(A) municipal landfill disposal fees are conditionally reduced for a recycling entity's solid waste residue:

Businesses or organizations engaged in recycling of paper, plastic, glass and steel, aluminum, copper and brass shall be granted a one-half reduction in disposal fees for solid waste residue resulting from the recycling operation if all of the conditions provided in subsection A.1. of this section are met.^[12] For purposes of this subsection, a recycling operation is one that recovers post-consumer solid waste materials for use in new consumer products.

Eligible solid waste residue must result directly from the recycling operation and be no more than 25% of the recovered recyclable material's weight.^[13] After submitting a quarterly report to SWS documenting types and quantities of materials recycled and their respective residues, a recycling business receives the fee reduction through a rebate.^[14]

The parties dispute the meaning of the provision's first sentence. The Municipality contends that a business recycling any of those seven items with other materials is entitled to a fee rebate for residue generated *only from those seven specific items*. The Municipality asserts that the list is exclusive and that residue produced from other recyclable materials is ineligible for the rebate.

It is not clear whether Central Recycling's primary contention is that the list merely reflects types of materials an eligible business *might* recycle -- and therefore is illustrative and not operative -- or whether, at minimum, an entity *must* recycle listed materials, regardless of other materials it recycles, to produce eligible residue. But the plain language does not suggest the list is only representative of recyclable materials generally; as the Municipality observes, under Central Recycling's argument "the list of seven items could simply be removed from the ordinance," rendering its presence meaningless. And "[w]hen we interpret a statute, we presume that no words or provisions are superfluous and that the legislature intended 'every word, sentence, or provision of a statute to have some purpose, force, and effect.'" [15] We therefore assume Central Recycling poses the second, closer contention -- that so long as a business recycles one or more listed materials, it is entitled to reduced fees for residue derived from *any materials it recycles*.

B. The Ordinance Is Ambiguous.

The fee reduction under AMC 26.80.055(A) is restricted to "[b]usinesses or organizations engaged in recycling of paper, plastic, glass and steel, aluminum, copper and brass." [16] Tools of statutory construction could apply to support either interpretation the parties propose. On one hand the ordinance's express language does not strictly limit the fee reduction to residue from listed materials. On the other hand common sense and the *expressio unius* maxim support interpreting the list as exclusive. The ordinance ultimately is too ambiguous to interpret based on its language alone.

Central Recycling contends that the relevant language identifies eligible *businesses* -- those recycling listed materials -- rather than eligible *materials or residue*. And the ordinance's language neither expressly limits rebates to residue from listed materials nor addresses unlisted materials. Central Recycling recycles cardboard, plastic, glass, steel, aluminum, and copper, along with additional items not listed. As a "business . . . engaged in recycling" listed materials, Central Recycling would meet the threshold requirement under its interpretation.

The second part of the first sentence also supports Central Recycling's interpretation because it does not associate discount eligibility with the residue generated only from the seven listed items. Rather, AMC 26.80.055(A) explains that the rebate shall be granted "for solid waste residue *resulting from the recycling operation*." (Emphasis added.) The Anchorage Assembly could have limited rebate eligibility by referring back to the listed materials, but it did not. Central Recycling contends this language selection was purposeful, meant to "encourage recycling of all kinds of 'recyclable materials,'" not just the seven listed materials.

Finally, Central Recycling notes that AMC 26.80.055(A)'s second sentence defines "recycling operation" broadly as an operation "that recovers post-consumer solid waste materials for use in new consumer products" without referencing the listed materials. That provision could be plainly read -- as Central Recycling asserts -- as providing the fee reduction for residue resulting from any operation recovering post-consumer solid waste materials for use in new

consumer products, not just operations recycling the listed materials and not just waste produced from the listed materials.

Despite Central Recycling's arguments, tools of statutory construction also support the Municipality's contention that the seven-item list is exhaustive of the materials for which a recycling operation may receive the fee reduction. A natural reading of AMC 26.80.055(A)'s initially restricting clause could indicate that " the *recycling operation* " (emphasis added) refers back to the entity's " recycling of" the explicit seven materials; therefore, the " residue resulting" from that operation would mean residue produced from recycling only those seven materials.

Interpreted this way, the first sentence effectively would describe " the recycling operation" as a business or organization recycling the seven listed items. This definition would be at odds with AMC 26.80.055(A)'s second sentence, expressly defining " recycling operation" in more general terms as " one that recovers post consumer solid waste materials for use in new consumer products." But the Municipality argues that when one statutory provision " deals with a subject in general terms and another deals with a part of the same subject in a more detailed way" -- and the conflicting provisions cannot be harmonized -- then " the specific section will control over the general." ^[17] Because the materials list provides a more specific explanation of a *recycling operation*, it controls, resolving the conflict.

Following this interpretation, if the eligible " residue resulting" were only the residue corresponding to the listed materials, then the Municipality's assertion that *expressio unius est exclusio alterius* applies has force. *Expressio unius* operates when " a statute expressly enumerates the things or persons to which it applies." ^[18] The maxim embraces the negative implication, " establish[ing] the inference that, where certain things are designated in a statute, 'all omissions should be understood as exclusions.'" ^[19] Omitting other recyclable materials from the express list establishes an inference that unrelated residue is ineligible for the rebate program.

" Reason, practicality, and common sense" ^[20] also favor the Municipality. Construing the ordinance as Central Recycling proposes, a business recycling only unlisted materials would be disqualified from rebates, while a business recycling only small quantities of listed materials but disposing large quantities of residue from unlisted recyclable materials would receive large rebates. This seems impractical considering the financial impact to the Municipality and its landfill from lost disposal fees. ^[21]

Because there is some ambiguity in the provision's language, we examine legislative history for the ordinance's purpose and the lawmaking body's intent.

C. Legislative History Supports The Municipality's Interpretation.

The Anchorage Assembly adopted the ordinance in April 1996. ^[22] As introduced that January the ordinance did not contain the seven-item list. The first sentence simply stated: " Businesses or organizations engaged in recycling shall be granted a one-half reduction in disposal fees for residue resulting from the recycling operation if all of the conditions . . . below are met." ^[23] The original language demonstrated an intent to discount residue from *any* recyclable material.

The proposal's initial policy goals probably were best expressed by its main sponsor, who introduced the reduced disposal fee ordinance proposal because recycling businesses and

organizations provide a twofold "invaluable service" to the community by (1) accepting waste materials otherwise destined for the municipal landfill and (2) processing those materials to remove recyclables for use in new consumer products.^[24] As the sponsor stated: "The critical point is: By accepting and processing this waste, the total amount of waste placed in our landfill is significantly reduced."^[25] Central Recycling argues the proposal's purpose was preserving landfill capacity by incentivizing recycling.

The Municipality concedes that the ordinance's stated rationale was diverting recyclable waste from the landfill, but argues that the seven-item list was later added to limit the waste residue accepted for reduced fees. Although "[s]tatements made by a bill's sponsor during legislative deliberations are relevant evidence when the court is trying to determine legislative intent,"^[26] and we aim to construe a statute "in light of its purpose,"^[27] a sponsor's statement does not account for the intent behind subsequent amendments. We therefore must examine the purpose of including the seven-item list.

The language at issue was recommended by the City Mayor and SWS. The mayor explained:

[W]e've added specific types of materials traditionally being recycled[,] i.e. paper, plastic, glass, steel, and the non-ferrous metals of aluminum, copper[,] and brass in order to better define what recycling means. By adding these specific products it would also mean that residues left after hydrocarbon contaminated soils have been treated, whole car seats or tires originating from salvage yards or forest products resulting from land clearing operations would not be eligible for the discounted fees.^[28]

Although this explanation is not entirely clear, we agree with the Municipality that it reasonably demonstrates the list was added to limit eligibility to residue from the listed materials. The mayor's statement at first merely suggests that the list was added to "better define" what is "traditionally" -- or typically -- recycled, rather than to limit eligible materials. Similarly, suggesting that the list helps "better define" what is meant by "recycling" may imply the list is not exhaustive of what is recyclable or what residue qualifies.^[29]

But the second sentence clarifies that "specific products" -- meaning residue generated from any materials not listed -- "would not be eligible for the discounted fees."^[30] The mayor's explanation, as a whole, shows that the seven materials were listed to preclude residue from unlisted materials. Because the mayor's explanation responded to the original proposed ordinance, and because the Assembly's enacted ordinance included the modified language recommended by the mayor, we presume the Assembly agreed with the mayor's reasoning for adding the seven-item list.

Finally, Central Recycling's interpretation partly, and incorrectly, relies on the Assembly's post-enactment ordinance description. When the Assembly amended AMC 26.80.055 in 2000 to eliminate its sunset clause, an Assembly member who had been a sponsor of the original enactment explained that the ordinance "came about to reduce the bulk that is placed in the landfill."^[31] Central Recycling suggests this should be interpreted as confirming the goal of extending the landfill's life by avoiding excess waste, with little concern over encouraging specific forms of recycling or consequent revenue losses. Because the statement was made four years

later -- and the Assembly was not directly probing the ordinance's policy rationale at that time -- we accord this statement little weight.

We therefore conclude that the legislative history supports the Municipality's view: AMC 26.80.055(A) provides an exclusive list of the materials whose recycling generates residue eligible for the disposal fee reduction.

V. CONCLUSION

We AFFIRM the superior court's decision.

Notes:

[1] Anchorage Municipal Code (AMC) 26.80.055(A) (1996).

[2] *Id.*

[3] AMC 26.80.055(A)(2).

[4] AMC 26.80.055(A)(4).

[5] *Bush v. Elkins*, 342 P.3d 1245, 1251 (Alaska 2015).

[6] *Louie v. BP Expl. (Alaska), Inc.*, 327 P.3d 204, 206 (Alaska 2014) (applying independent judgment, this court "interpret[s] [a] statute according to reason, practicality, and common sense, considering the meaning of the statute's language, its legislative history, and its purpose").

[7] In *Davis Wright Tremaine LLP v. State, Dep't of Admin.*, 324 P.3d 293, 299 (Alaska 2014), we explained:

We apply the reasonable basis standard to questions of law involving " agency expertise or the determination of fundamental policies within the scope of the agency's statutory functions." When applying the reasonable basis test, we " seek to determine whether the agency's decision is supported by the facts and has a reasonable basis in law, even if we may not agree with the agency's ultimate determination."

(first quoting *Marathon Oil Co. v. State, Dep't of Natural Res.*, 254 P.3d 1078, 1082 (Alaska 2011); then quoting *Tesoro Alaska Petroleum Co. v. Kenai Pipe Line Co.*, 746 P.2d 896, 903 (Alaska 1987)).

[8] *City of Kenai v. Friends of Recreation Ctr., Inc.*, 129 P.3d 452, 459 (Alaska 2006).

[9] *Alaskans for a Common Language, Inc. v. Kritz*, 170 P.3d 183, 192 (Alaska 2007).

[10] *Pebble P'ship ex rel. Pebble Mines Corp. v. Parnell*, 215 P.3d 1064, 1075-76 (Alaska 2009) (quoting *City of Kenai*, 129 P.3d at 459).

[11] *Kritz*, 170 P.3d at 192-93.

[12] AMC 26.80.055(A)(1) establishes eight " [c]onditions for fee reduction" :

- a. Recycling is the primary operation of the business or organization;
- b. The recycling operation recovers at least an average of 100 tons of recyclable material per month calculated on a quarterly basis;
- c. The recyclable material is shipped out of state or the recyclable material is incorporated into a new consumer product manufactured in Alaska directly by the recycling operation;
- d. The solid waste residue is a maximum of 25 percent of the weight of the recyclable material recovered;
- e. The solid waste residue is a direct result of the recycling operation only;

- f. The solid waste residue is not commingled with other solid waste not related to the recycling operation when it is delivered to the Anchorage Regional Landfill;
- g. The solid waste residue does not contain any recyclable material; and
- h. The solid waste residue shall be free from flowing liquids, not have a moisture content greater than 30 percent and not be hazardous. Sample testing costs shall be the responsibility of the generator.

The parties do not dispute whether Central Recycling meets these eight additional requirements.

[13] AMC 26.80.055(A)(1)(d); (A)(1)(e).

[14] AMC 26.80.055(A)(4).

[15] *Adamson v. Municipality of Anchorage*, 333 P.3d 5, 16 (Alaska 2014) (quoting *Monzulla v. Voorhees Concrete Cutting*, 254 P.3d 341, 345 (Alaska 2011)).

[16] Central Recycling suggests that, under the Municipality's interpretation, " and" appearing twice in the sentence would require a recycling operation to recycle " all seven items and only the seven items." Although " and" typically creates a conjunctive, a strict interpretation of its effect here would produce an inflexible and unintended result. *Cf. Emp't Sec. Comm'n v. Wilson*, 461 P.2d 425, 428-29 (Alaska 1969) (describing the conjunctive effect of " and" in statutory construction).

[17] *Nelson v. Municipality of Anchorage*, 267 P.3d 636, 642 (Alaska 2011) (quoting *In re Hutchinson's Estate*, 577 P.2d 1074, 1075 (Alaska 1978)).

[18] *Ranney v. Whitewater Eng'g*, 122 P.3d 214, 218 (Alaska 2005).

[19] *Id.* (quoting *Croft v. Pan Alaska Trucking, Inc.*, 820 P.2d 1064, 1066 (Alaska 1991)).

[20] *Louie v. BP Expl. (Alaska), Inc.*, 327 P.3d 204, 206 (Alaska 2014).

[21] Central Recycling's interpretation could negate the ordinance's public benefit by increasing other user groups' disposal fees to compensate for recycling operations' discounts, a concern the Anchorage mayor and the municipal Solid Waste Advisory Commission expressed in separate memoranda on the then-proposed ordinance. Memorandum 182-96 from Rick Mystrom, Mayor, to the Anchorage Assembly on AO 96-18(S), Proposal for Reduced Disposal Fees for Recycling Operations, at 1-2 (February 6, 1996); Statement of Solid Waste Advisory Commission to the Anchorage Assembly on AO No. 96-18 (Jan. 31, 1996).

[22] Minutes, Anchorage Assembly Regular Meeting on Ordinance No. AO 96 18(S), at 12 (Apr. 9, 1996).

[23] Proposed Ordinance of Anchorage Assembly, Jan. 9, 1996, AO No. 96-18.

[24] Memorandum AM 73-96 from Craig Campbell, Assembly Chair, to the Anchorage Assembly on AO 96-18, Proposal for Reduced Disposal Fees for Recycling Operations, at 1 (Jan. 9, 1996).

[25] *Id.*

[26] *Trudell v. Hibbert*, 272 P.3d 331, 337 (Alaska) (quoting *Beck v. State, Dep't of Transp. & Pub. Facilities*, 837 P.2d 105, 117 (Alaska 1992)), *revised on reh'g* (Alaska 2012), *vacated in part on reh'g on other grounds*, 299 P.3d 1279 (Alaska 2013).

[27] *Alaskans for a Common Language, Inc. v. Kritz*, 170 P.3d 183, 192 (Alaska 2007).

[28] Memorandum AO 343-96 from Rick Mystrom, Mayor, to the Anchorage Assembly on AO 96-18(S), Proposal for Reduced Disposal Fees for Recycling Operations, at 1 (Apr. 2, 1996).

[29] *Id.*

[30] *Id.*

[31] Minutes, Anchorage Assembly Regular Meeting on Ordinance No. AO 2000-30, at 20-21 (Apr. 18, 2000) (comments of George Wuerch, Assembly Member).

Exhibit D



FAIRBANKS NORTH STAR BOROUGH

Department of Community Planni

907 Terminal Street ✶ P.O. Box 71267 ✶ Fairbanks, Alaska 99707-1267

(907) 459-1260 ✶ FAX (907) 459-1255

MEMORANDUM

TO: Mayor Matherly and City of Fairbanks City Council

FROM: D. Christine Nelson, AICP, CFM *DCN*
Director of Community Planning

DATE: March 20, 2016

SUBJECT: Marijuana Buffer Distances

In regulating where marijuana facilities can be located, the borough and the state have different sensitive uses that must be buffered. These sensitive uses have different definitions, different buffer distances, and different ways that buffer distances are measured.

FNSBC 18.96.240(A)(3) addresses borough buffer distances for commercial marijuana establishments. More specifically, FNSBC 18.96.240(A)(3)(c) establishes the buffer distance of 100 feet from any "youth centers, group homes serving persons age 18 and under, public swimming pools, state licensed day care facilities, arcades, state licensed substance abuse treatment provider or facility providing substance abuse use treatment, church buildings, and residential zones (RE, RR, SF, TF, MF, MFO)". Borough buffer distances are measured directly from the closest edge of commercial marijuana establishment (building) to the lot line of the lot containing the sensitive use or zone in accordance with FNSBC 18.96.240(A)(3)(d) (see Exhibit #1).

Within a 500 foot perimeter measured directly around the marijuana cultivation facility proposed to be located in a portion of the building addressed as 1550 S. Cushman Street, there are two churches and a day care business. The borough's 100 foot buffer is met for all three of these sensitive uses.

"Little Thinkers Licensed Home Care" located at 1554 Stacia Street meets the borough's definition of a "state licensed daycare" and is located approximately 154 feet from the closest portion of the marijuana cultivation facility as measured to the property line of the day care, thereby meeting the FNSB's 100 foot buffer requirement (see Exhibit #2).

The state measures their buffer distances by shortest pedestrian route from the public entrance of the building in which the licensed premises would be located to the outer boundaries of a school ground, to the outer boundaries of the recreation or youth center, to the main public entrance of the building in which religious services are regularly conducted, or to the main public entrance of the correctional facility (see Exhibit #3).

The state has a definition of "child care facility" listed in 7 AAC 57.010(b) (see Exhibit #4) but does not have a marijuana buffer specified for a "child care facility" (see Exhibit #3). However, the state does have a 500 foot buffer for a "recreation or youth center" defined in 3 AAC 306.990(35) as: ***"recreation or youth center" means a building, structure, athletic playing field, or playground***

(A) run or created by a local government or the state to provide athletic, recreational, or leisure activities for persons under 21 years of age; or

(B) operated by a public or private organization licensed to provide shelter, training, or guidance for persons under 21 years of age;

Previously the state had not definitively included child care facilities in the category of "recreation or youth center" when the borough originally asked the question in April 2016 (see Exhibit #5A and B). Last week, at the request of FNSB Community Planning, the state reviewed Little Thinkers Licensed Home Care as it applies to the state's definition of recreation or youth center (see Exhibit #6)

The state also has a 500 foot buffer requirement for "a building in which religious services are regularly conducted". Attached maps illustrate one possible pedestrian route for each church location (see Exhibits #7 and #8) and are measured from lot line to lot line; not door to door as listed in state regulations (see Exhibit 3)

All measurements are based on FNSB GIS data layers. However, the maps and data, including shown buffers, are intended to provide users with a general idea of the provisions within Ordinance 2015-41 and should be used solely for general informational purposes. There may be errors in the data. FNSB does not warrant the accuracy of maps or data provided, nor their suitability for any particular application (see Exhibit 9). It is the applicant's responsibility to identify all of the uses within a 500-foot proximity of the lot (FNSBC 18.96.240(A)(5) as well as to comply with all other applicable legal requirements, including state buffer distances.

Enclosures:

Exhibit 1:	FNSBC 18.96.240 Standards for commercial marijuana establishments
Exhibit 2:	Map illustrating FNSB buffer distance for "Little Thinker Licensed Home Care"
Exhibit 3:	3 AAC 306.010 License Restrictions
Exhibit 4:	State and FNSB definitions
Exhibit 5A:	Email to AMCO regarding day care as a recreation and youth center
Exhibit 5B:	Frequently Asked Questions (FAQs) posted on the AMCO website
Exhibit 6:	Email from AMCO regarding classification of "Little Thinkers" daycare
Exhibit 7:	Map illustrating potential pedestrian route to "Friendship Baptist Church"
Exhibit 8:	Map illustrating potential pedestrian route to "Christ is the Answer" church
Exhibit 9:	FNSB GIS marijuana map disclaimer

18.96.240 Standards for commercial marijuana establishments.**A. General Standards.**

1. Applicability. Standards of this section shall apply to commercial marijuana establishments regardless of whether they are a permitted or conditional use.

2. A commercial marijuana establishment may only be allowed with the written consent of the owner of the property.

3. No marijuana establishment, except a marijuana testing facility, shall be located within the following buffer distances:

a. Five hundred feet of primary and secondary school buildings (K-12) including vocational programs, playgrounds, adult and juvenile correctional facilities and housing facilities owned by a public housing authority with children as residents; and

b. Two hundred feet of any post-secondary school buildings including but not limited to trade/technical/vocational schools, colleges and universities; and

c. One hundred feet of youth centers, group homes serving persons ages 18 and under, public swimming pools, state licensed day care facilities, arcades, state licensed substance use treatment provider or facility providing substance abuse use treatment, church buildings and residential zones (RE, RR, SF, TF, MF, MFO).

d. Buffer distances shall be measured from the lot line of the lot containing a use or zone listed in subsections (A)(3)(a) through (c) of this section to the commercial marijuana establishment.

e. Buffer distance measurements shall not extend beyond the nearest ordinary high water (OHW) mark of a river or lake or beyond the nearest edge of a right-of-way (ROW) of a controlled access facility.

4. Outdoor Storage. No outdoor storage of marijuana, marijuana products or hazardous substances shall be allowed.

5. In all zones in which marijuana establishments, with the exception of a marijuana testing facility, are a permitted or conditional use, the applicant shall include an area map drawn to scale indicating all land uses on complete parcels within a 500-foot proximity of the lot upon which the applicant is seeking a zoning permit or conditional use permit.

6. Marijuana establishments other than marijuana cultivation facilities, indoor small and marijuana testing facilities located in GU-1 or GU-5 zoning and adjacent to a lot upon which a principal building used as a dwelling is located are a conditional use subject to the requirements of this title.

B. Cultivation Facility Standards.

1. Yard Setbacks. Outdoor marijuana cultivation facilities, including all land planted with marijuana, shall be located at least 50 feet from a lot line.

2. Height Limitations.

a. The maximum height for a marijuana cultivation facility, indoor small shall be 35 feet.

b. The maximum height for a marijuana cultivation facility, indoor large shall be 75 feet. (Ord. 2015-41 § 19, 2015; Ord. 2016-30 § 4, 2016)

Exhibit E

LOCAL OPTION QUESTIONS:

- Will individual communities be able to opt out of allowing commercial marijuana establishments?
- Where can I find a list of communities that have already opted out?
- Do you maintain a list of municipal zoning ordinances or other local government ordinances related to marijuana?
- I want to open a marijuana business at 120 Selby Street in Madrugat City Alaska. Can you tell me if this location will work for me?
- The 500 foot buffer zone blocks off the location I want to use for a marijuana licensed premises. Can my local government seek a variance from the Marijuana Control Board to allow it?

REGULATORY QUESTIONS:

- Who wrote the regulations in 2014/2015?
 - Where can I get a copy of the marijuana regulations?
 - The location of the permit fee considering a new park is not allowed?
 - Does a daycare qualify as a recreation or youth center, as it pertains to 2014/2015?
- This is a complex question that ALICO cannot provide a definitive answer for. Some guidance on how the Marijuana Control Board feels regarding this issue can be found in the meeting minutes from the August 10 and 11, 2013 meetings. Keep in mind, local governments could interpret this provision differently than the MCB.

TRANSPORTATION OF MARIJUANA:

- How much is allowed to be carried for personal possession?
- Is there a 5 pound or other limit for transporting commercially?
- Does it have to be carried in a can or be checked, or shipped without a person accompanying it (like golf bags)?
- How does it have to be packaged?
- What do the permits and manifests look like?
- What do they contain if they have questions? Enforcement email

Bryan Sehmel

From: AMCO Local Government Only (CED sponsored)
<amco.localgovernmentonly@alaska.gov>
Sent: Thursday, April 07, 2016 11:10 AM
To: Bryan Sehmel
Cc: AMCO Local Government Only (CED sponsored)
Subject: RE: youth center definition

Hello Bryan,

The question of whether a daycare qualifies as a "youth center" is a complex question that AMCO cannot provide a definitive answer for. Some guidance on how the Marijuana Control Board feels regarding this issue can be found in the meeting minutes from the August 10 and 11, 2015 meetings. Keep in mind, local governments could interpret this provision differently than the MCB.

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.

Less paper is better for us and our environment.

From: Bryan Sehmel [mailto:BSehmel@fnsb.us]
Sent: Thursday, April 07, 2016 10:49 AM
To: AMCO Local Government Only (CED sponsored)
Subject: youth center definition

Good morning,

I have another one for you courtesy of my supervisor. An Assembly member has suggested that the State's definition of "youth center" could be interpreted to include daycares. Does the State have any interpretation on this?

This has direct implication to a cultivation and retail facility that was recently permitted that is outside of the Borough's required 100-foot sensitive use buffer for licensed day care facilities, but appears to be well within the State's 500-foot nearest pedestrian route (were it to apply).

Thank you for your feedback.

Bryan Sehmel
Planner III – Code Enforcement
Department of Community Planning
907-459-1270 / bsehmel@fnsb.us

Fairbanks North Star Borough
PO Box 71267 / 809 Pioneer Road
Fairbanks, AK 99707-1267

Exhibit F



Tab20.pdf

Undo

Initial Corrections Submitted:

01/18/2017

Mailed Complete/Notices Sent:

01/18/2017

Government Response/Date:

01/18/2017 – Protest pending municipal license and special land use permit

Response/Date:

N/A deferred

Marshal Response/Date:

N/A deferred

Motion(s) Received/Date:

Yes

Comments: Anchorage Driver Training, LLC is located next door to the proposed cultivation facility. The center holds a contract with the Anchorage School District to teach children aged 14 and up how to drive. Staff has considerable concern that Anchorage Driver Training, LLC, falls under the definition provided in 3 AAC 306.990(b)(35):

3 AAC 306.010. License restrictions (a) The board will not issue a marijuana establishment license if the licensed premises will be located within 500 feet of a school ground, a recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility

3 AAC 306. 990(b)(35) "recreation or youth center" means a building, structure, athletic playing field, or playground (A) run or created by a local government or the state to provide athletic, recreational, or leisure activities for persons under 21 years of age; or (B) operated

by LLC
7, 2016

by a public or private organization licensed to provide shelter, training, or guidance for persons under 21 years of age

Recommendation: If the board finds that Anchorage Driver Training meets the definition of "recreation or youth facility," it is recommended to deny based on the requirements of 3 AAC 306.010.



commerce.alaska.gov

B. Complete Applications

Sent from my iPhone

1. **License #11091:** Tempt, LLC
Licensee: Tempt, LLC
License Type: Standard Marijuana Cultivation Facility
Premises Address: 2410 E 88th Avenue
Anchorage, AK 99507
Local Government: Municipality of Anchorage

2:18pm

TAB 20

Matt and Tommy Seidler, applicants, identify themselves for the record.

*Mark Springer motions to approve license #10091 with delegation.
Brandon Emmett seconds the motion.*

*Leslie Hysom, Anchorage Driver Training, states that they provide training to anyone
ages 14 and above.*

*The Board members discuss whether or not this meets the definition of "recreation or
youth facility" in regulation.*

*Cade Inscha, public member, states that this is a cultivation facility and would not be
open to the public, so there shouldn't be an issue.*

Motion to approve the license with delegation carries, 4-1 (Peter Mlynarik votes No).

● **APPLICATIONS FROM PREVIOUS MEETINGS**

A. Operating Plan Changes

1. **License #10021:** Enlighten Alaska, LLC
Licensee: Enlighten Alaska, LLC
License Type: Retail Marijuana Store
Premises Address: 2600 Spenard Road
Anchorage, AK 99503
Local Government: Municipality of Anchorage

2:30pm

TAB 21

Marijuana Control Board Meeting Minutes: February 2, 2017

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Previous Meeting: September 8, 2016

*Mark Springer motions to approve the operating plan change for license #10021.
Brandon Emmett seconds the motion.
Motion carries unanimously.*

2. **License #10073:** Alaskan Blooms, LLC
Licensee: Alaskan Blooms, LLC
License Type: Standard Marijuana Cultivation Facility

2:32pm

TAB 22

NOTIFICATIONS

From: [Lance Roberts](#)
To: [Marijuana Licensing \(CED sponsored\)](#)
Cc: travisfraser00@yahoo.com
Subject: Objection to Specific Application
Date: Friday, March 17, 2017 10:50:02 AM

To the Marijuana Control Board:

Ref: License # 11053 True Dank

I'm objecting to this license because

- 1) It violates the State buffer zone distance from a youth center (1554 Stacia St) as the pedestrian path from that lot to the front door of the intended business is 266'.
- 2) It violates the State buffer zone distance from a church building that conducts regular services (1465 Lacey St) as the pedestrian path from that lot to the front door of the intended business is 485'.
- 3) The conditional use zoning permit from the Borough states that State law must be followed. This means that as soon as this business is operational, it will be in violation of its permit.

There is no way to rectify these violations without moving the building.

Also, please note that this establishment is directly across the street from Housing First, a facility run by the Tanana Chiefs Conference to house chronic inebriate homeless individuals. It is also adjacent to a large residential neighborhood.

Thank You,

Lance Roberts
Roberts.Lance@gmail.com

OBJECTIONS