



# Fairbanks North Star Borough

Mayor's Office

809 Pioneer Road P.O. Box 71267 Fairbanks, AK 99707-1267 T.(907)459-1300 F.(907)459-1102

## MEMORANDUM

TO: Fairbanks North Star Borough Assembly

FROM: Jim Williams, Chief of Staff *JW*

SUBJECT: New Marijuana License

DATE: January 12, 2017

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Attached you will find copies of the application for the following:

### **NEW STANDARD CULTIVATION FACILITY**

**License # 10135**  
**Musky Ox, LLC**  
**DBA: Musky Ox**  
**741 Bennett Rd**  
**Fairbanks, AK 99712**

Pursuant to FNSB 9.17.030 The Assembly is responsible for reviewing state registration applications and providing input to the state. The administration recommends no protest.

/km

cc: Concerned Licensee

# MARIJUANA LICENSE

Date Notice Received: 11/15/2016 60 DAY DUE DATE 1/14/2016

Type of License:

License Number: 10135

- NEW**       **TRANSFER**
- Transfer of location
  - Transfer of ownership
  - Transfer of stock

- |   |   |
|---|---|
| <input type="checkbox"/> Retail Store                             | <input type="checkbox"/> Product manufacturing Facility     |
| <input checked="" type="checkbox"/> Standard Cultivation Facility | <input type="checkbox"/> Concentrate manufacturing Facility |
| <input type="checkbox"/> Limited Cultivation Facility             | <input type="checkbox"/> Testing Facility                   |

DBA: MUSKY OX

Licensee/Applicant: MUSKY OX LLC

Physical Address: 741 Bennett Rd Fairbanks, AK 99712

Mailing Address: Same

## INTERNAL REVIEW SCHEDULE

**PLANNING DEPARTMENT:** Signature: J. Christine Nelson Date: 11-21-16

- Land Use Compliance: Zone: GU-1. "Marijuana cultivation facility, indoor small" is a listed permitted use in the GU-1 zoning district (FNSBC 18.04.020.A.1). The applicant was issued a zoning permit # 17684 to use 1,422 SF of "net floor area" (FNSBC 18.04.010.B) within an existing building.

**ASSESSING DEPARTMENT:** Signature: Parrick Date: 11/21/16

- Parcel Key Number: 0214990
- Property Description: TL-2110 Sec 21 TIN RIE
- Property Owner Name: Mansker, Jonathan + Cassa-Mansker Rebecca

**TREASURY/ BUDGET:** Signature: D. Wells Date: 11/21/16

- Property Taxes: 0

(If either party owes, give amount and attach printout)

*QW*



November 15, 2016

Fairbanks North Star Borough  
Attn: Krista Major  
VIA Email: [kmajor@fnsb.us](mailto:kmajor@fnsb.us)  
Cc: [mayor@fnsb.us](mailto:mayor@fnsb.us)  
[llivingston@fnsb.us](mailto:llivingston@fnsb.us)

<b>License Number:</b>	10135
<b>License Type:</b>	Standard Marijuana Cultivation Facility
<b>Licensee:</b>	Musky Ox, LLC
<b>Doing Business As:</b>	MUSKY OX
<b>Physical Address:</b>	741 Bennett Rd Fairbanks, AK 99712
<b>Designated Licensee:</b>	Jonathan Mansker
<b>Phone Number:</b>	907-750-2573
<b>Email Address:</b>	jjmansker@googlemail.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 December 6-7, 2016 meeting.

Sincerely,

Cynthia Franklin, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

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	Musky Ox, LLC

## ENTITY DETAILS

**Entity Type:** Limited Liability Company  
**Entity #:** 10036076  
**Status:** Good Standing  
**AK Formed Date:** 2/24/2016  
**Duration/Expiration:** Perpetual  
**Home State:** ALASKA  
**Next Biennial Report Due:** 1/2/2018  
**Entity Mailing Address:** 741 BENNETT RD, FAIRBANKS, AK 99712  
**Entity Physical Address:** 741 BENNETT RD, FAIRBANKS, AK 99712

## REGISTERED AGENT

**Agent Name:** Jon Mansker  
**Registered Mailing Address:** 741 BENNETT RD, FAIRBANKS, AK 99712  
**Registered Physical Address:** 741 BENNETT RD, FAIRBANKS, AK 99712

## OFFICIALS

AK Entity#	Name	Titles	Percent Owned
	Jon Mansker	Member, Manager	100

## FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
2/24/2016	Creation Filing		
2/24/2016	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

**OPERATING AGREEMENT**

**MUSKY OX, LLC**  
**an Alaska limited liability company**

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**OPERATING AGREEMENT  
OF  
MUSKY OX, LLC  
an Alaska limited liability company**

THIS OPERATING AGREEMENT (this “Agreement”) is entered into to be effective as of the 24th day of February, 2016 (the “Effective Date”), by and among each of the persons listed on **Exhibit A** and executing this Agreement, or a counterpart thereof, as Members of MUSKY OX, LLC, an Alaska limited liability company (the “Company”).

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

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

1.2. *Name and Known Place of Business.* The Company shall be conducted under the name of MUSKY OX, LLC, and the known place of business of the Company shall be at 741 Bennett Rd., AK 99712, or such other place as the Members may from time to time determine.

1.3. *Purpose.* The purpose and business of this Company shall be to operate a state licensed retail establishment for cannabis and related crops and goods, and any other lawful purpose as may be determined by the Members. The Company shall have the power to do any and all acts and things necessary, appropriate, or incidental in furtherance of such purpose.

1.4. *Treatment as a Partnership.* It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a partnership for federal income tax purposes, but that the Company shall not be operated or treated as a partnership for purposes of the federal Bankruptcy Code. No Member shall take any action inconsistent with this intent.

## **Section II Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

“*Majority of the Members*” means one or more of the Members, regardless of the Percentage Interest held by the Members.

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

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

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

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

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

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

### **Section III Capital Contributions**

#### 3.1. *Capital Contributions.*

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

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

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

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

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

3.5. *Member Loans.* If the Members determine that the Company requires additional capital to carry out the purposes of the Company, the Members shall have the right, but not the obligation, to make loans to the Company (a “Member Loan”). Such Member Loans shall be made by the Members willing to make such Member Loans *pro rata* based on their Percentage Interests unless the Members willing to make such Member Loans agree otherwise.

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

#### **Section IV Distributions**

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

#### 4.2. *General.*

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

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

4.2.3. *Varying Interests; Distributions in Respect to Transferred Interests.*

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

**Section V**  
**Management**

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

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

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

5.2.2. Subject to approval by a Majority of the Members under Section 5.3.4, to use credit facilities and borrow money for the Company from banks, other lending institutions, the Interest Holders, or Affiliates of the Interest Holders, on such terms as approved by the Members, and in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt or other obligation shall be contracted or liability incurred by or on behalf of the Company by the Member;

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

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

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

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

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

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

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

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

A Manager may act by a duly authorized attorney-in-fact. Unless authorized to do so by this Agreement, no Member, agent, or employee of the Company shall have any

power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

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

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

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

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

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

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

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

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

5.5. *Compensation and Expenses.* The Company may enter into management or employment contracts, under such terms and conditions and providing for such

compensation as shall be approved by the Members as provided herein, with one or more Member or Interest Holders or Persons Affiliated with the Member or Interest Holders.

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

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

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

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

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

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

5.6.6. Copies of any financial statements of the Company for the three (3) most recent fiscal years; and

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

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

5.8. *Reports.* Within seventy-five (75) days after the end of each Fiscal Year of the Company, the Members shall cause to be sent to each Person who was a Member at

any time during the Fiscal Year a complete accounting of the affairs of the Company for the Fiscal Year then ended. In addition, within seventy-five (75) days after the end of each Fiscal Year of the Company, the Members shall cause to be sent to each Person who was an Interest Holder at any time during the Fiscal Year, the tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the Members shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

5.9. *Title to Company Property.*

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

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

## **Section VI Members**

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

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

6.3. *Notice of Meetings.* Except as provided in this Agreement, written notice stating the date, time, and place of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered not less than three (3) nor more than fifty (50) days

before the date of the meeting, either personally or by mail, electronic mail, facsimile, or overnight or next-day delivery services by or at the direction of the person or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) days after being deposited in the United States mail, postage prepaid, addressed to the Member at his or her address as it appears on the books of the Company. If transmitted by way of electronic mail or facsimile, such notice shall be deemed to be delivered on the date of such electronic mail or facsimile transmission to the electronic mail address or fax number, if any, for the respective Member which has been supplied by such Member to the Company and identified as such Member's electronic mail address or facsimile number. If transmitted by overnight or next-day delivery, such notice shall be deemed to be delivered on the next business day after deposit with the delivery service addressed to the Member at his or her address as it appears on the books of the Company. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than thirty (30) days. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting.

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

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

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

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

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

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

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

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

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

## **Section VII**

### **Transfers and Withdrawals**

7.1. *Transfers.* Except as otherwise provided in this Section VII no Member may Transfer all, or any portion of, or any interest or rights in, the Membership Rights owned by the Member, and no Interest Holder may Transfer all, or any portion of, or any

interest or rights in, any Interest without the prior written consent of the other Members, which consent may be withheld in the Members' sole and absolute discretion. Any sale or foreclosure of a security interest will itself constitute a Transfer independent of the grant of security. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Rights or Interests in violation of the prohibition contained in this Section shall be deemed invalid, null, and void, and of no force or effect. Any Person to whom Membership Rights or an Interest are attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive allocations or distributions from the Company, or have any other rights in or with respect to the Membership Rights or Interest.

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

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

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

management of the business and affairs of the Company or to become or to exercise any rights of a Member.

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

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

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

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

## **Section VIII Dissolution and Termination**

### 8.1. *Dissolution.*

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

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

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

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

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

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

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

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

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

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

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

not be considered a debt owed by the Interest Holder to the Company or to any other person for any purpose whatsoever.

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

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

## **Section IX**

### **Other Interests of an Interest Holder**

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

## **Section X**

### **Indemnity**

10.1. *Indemnity Rights.* The Company shall indemnify each Interest Holder who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of his or her actions as an Interest Holder or by reason of his or her acts while serving at the request of the Company as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against

expenses, including attorneys' fees, and against judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided that the acts of such Interest Holder were not committed with gross negligence or willful misconduct, and, with respect to any criminal action or proceeding, such Interest Holder had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or its equivalent, shall not, in and of itself, create a presumption that the Interest Holder acted with gross negligence or willful misconduct, or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

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

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

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

## **Section XI Miscellaneous**

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

next-day delivery, such notice shall be deemed to be delivered on the next business day after deposit with the delivery service addressed to the person at his or her address as it appears on the books of the Company.

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

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

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

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

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

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

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

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

11.10. *Estoppel Certificate.* Each Member shall, within ten (10) days after written request by any Member or the Members, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments

identified in the certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof.

## **Section XII Arbitration**

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

## **Section XIII Intentionally left blank**

## **Section XIV Representation**

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

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

*Signatures of the Members follow on Page 21.*

**MANAGING MEMBER:**



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Jonathan Mansker

**EXHIBIT A**

**Members, Capital Contributions, and Interest**

<b><u>Member</u></b>	<b><u>Initial Capital Contribution</u></b>	<b><u>Current Capital Account</u></b>	<b><u>Percentage Interest</u></b>
Jonathan Mansker	TBD	\$	100.00%
<b>TOTAL</b>		<b>\$</b>	<b>100.00%</b>

## EXHIBIT B

### Tax Matters

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

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

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

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

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

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

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

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

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

under Section 752 of the Code); the Interest Holder's allocable share of Loss and items of deduction; and the amount of the Interest Holder's liabilities that are assumed by the Company under Regulation Section 1.704-1(b)(2)(iv)(c);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1. *Profits.*

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

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

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

## 2.2. *Losses.*

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

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

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

## 2.3. *Loss Limitations.*

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

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

other Interest Holders in the ratio that each shares in Losses. If any Losses are allocated to an Interest Holder under this Subsection, then notwithstanding any other provision of this Agreement, all subsequent Profits shall be allocated to the Interest Holders pro rata based on Losses allocated to them pursuant to this Subsection until each Interest Holder has been allocated an amount of Profits pursuant to this Subsection in the current and previous Fiscal Years equal to the Losses allocated to that Interest Holder pursuant to this Subsection in previous Fiscal Years.

#### 2.4. *Section 704(c) Allocations.*

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

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

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

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

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

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

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

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

*2.5.6. Regulatory Allocations.* The allocations contained in Section 2.5 are contained herein to comply with the Regulations under Section 704(b) of the Code. In allocating other items of Profit or Loss, the allocations contained in Section 2.5 shall be

taken into account so that to the maximum extent possible the net amount of Profit or Loss allocated to each Interest Holder will be equal to the amount that would have been allocated to each Interest Holder if the allocations contained in Section 2.4 had not been made.

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

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

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

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

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

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

## EXHIBIT C

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

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

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

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



THE STATE  
of **ALASKA**

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

AK Entity #: 10036076  
Date Filed: 02/24/2016  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Limited Liability Company**  
Initial Biennial Report

Web-2/24/2016 7:15:40 AM

**Entity Name:** Musky Ox, LLC  
**Entity Number:** 10036076  
**Home Country:** UNITED STATES  
  
**Home State/Province:** ALASKA

**Registered Agent**  
**Name:** Jon Mansker  
**Physical Address:** 741 BENNETT RD, FAIRBANKS, AK 99712  
**Mailing Address:** 741 BENNETT RD, FAIRBANKS, AK 99712

**Entity Physical Address:** 741 BENNETT RD, FAIRBANKS, AK 99712

**Entity Mailing Address:** 741 BENNETT RD, FAIRBANKS, AK 99712

**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
Jon Mansker	741 Bennett Rd, Fairbanks, AK 99712	100	Manager, Member

**NAICS Code:** 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

**New NAICS Code (optional):**

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

**Name:** Jana D. Weltzin



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  
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Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

Web-2/24/2016 7:10:07 AM

### 1 - Entity Name

Legal Name: Musky Ox, LLC

### 2 - Purpose

Purpose to cultivate, process and sell crops and any lawful purpose.

### 3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

### 4 - Registered Agent

Name: Jon Mansker

Mailing Address: 741 Bennett Rd, Fairbanks, AK 99712

Physical Address: 741 Bennett Rd, Fairbanks, AK 99712

### 5 - Entity Addresses

Mailing Address: 741 Bennett Rd, Fairbanks, AK 99712

Physical Address: 741 Bennett Rd, Fairbanks, AK 99712

### 6 - Management

The limited liability company is managed by a manager.

## 7 - Officials

Name	Address	% Owned	Titles
Jon Mansker			Organizer

### **Name of person completing this online application**

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

**Name:** Jana D. Weltzin

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

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**MUSKY OX**

741 BENNETT FAIRBANKS AK 99712

owned by

MUSKY OX, LLC

is licensed by the department to conduct business for the period

February 24, 2016 through December 31, 2016

for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

42 - Trade



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

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

Chris Hladick



**Alaska Marijuana Control Board**

**Form MJ-00: Application Certifications**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

Licensee:	Musky Ox, LLC	License Number:	10135
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Musky Ox		
Premises Address:	741 Bennett Rd		
City:	Fairbanks	State:	AK
		ZIP:	99712

**Section 2 – Individual Information**

Enter information for the individual licensee or affiliate.

Name:	Jonathan Mansker
Title:	Owner

**Section 3 – Other Licenses**

Ownership and financial interest in other licenses: Yes    No

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

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



## Alaska Marijuana Control Board Form MJ-00: Application Certifications

### Section 4 – Certifications

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

Initials

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

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

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

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.

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.

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.

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).

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

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.

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.

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

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.



Alaska Marijuana Control Board

# Form MJ-00: Application Certifications

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

Initials

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

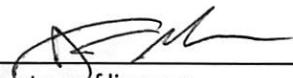
I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

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

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

**All marijuana establishment license applicants:**

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

  
\_\_\_\_\_  
Signature of licensee

Jonathan Mansker  
\_\_\_\_\_  
Printed name

Subscribed and sworn to before me this 10 day of August, 2016.



  
\_\_\_\_\_  
Notary Public in and for the State of Alaska.

My commission expires: May, 29, 2019



**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.

<b>Licensee:</b>	Musky Ox, LLC	<b>License Number:</b>	10135		
<b>License Type:</b>	Standard Marijuana Cultivation Facility				
<b>Doing Business As:</b>	MUSKY OX				
<b>Premises Address:</b>	741 Bennett Rd.				
<b>City:</b>	Fairbanks	<b>State:</b>	ALASKA	<b>ZIP:</b>	99712

<b>Mailing Address:</b>	741 Bennett Rd.				
<b>City:</b>	Fairbanks	<b>State:</b>	ALASKA	<b>ZIP:</b>	99712

<b>Primary Contact:</b>	Jonathan Mansker				
<b>Main Phone:</b>	907-750-2573	<b>Cell Phone:</b>			
<b>Email:</b>	jjmansker@googlemail.com				



## Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

## Section 2 – Security

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

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

### Restricted Access Areas (3 AAC 306.710):

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

Access to the premises will be monitored and restricted at all times. The facility will be equipped with ample outdoor lighting, video surveillance, an alarm system, and prominently-placed signage informing all entrants that the premises is secured and monitored. Security cameras will also be installed throughout the interior of the facility to allow for monitoring all areas 24 hours each day. The security cameras will monitor, at a minimum: all entrances and exits, the check in area, all security doors and restricted access areas, all windows, every portion of the office and safe room and the vault, all processing and packaging counters, and the exterior of the building to record all activity adjacent to and surrounding the facility. Visitors will enter through the well-marked front entrance door and check in with a security agent in the lobby and reception area. All entrants must provide state-issued identification, with no exceptions, and obtain a visitor badge to be displayed on their person at all times within the facility. Visitor identification will be kept in security possession the entire time they are within the facility, and returned upon exit. All visitors will be escorted by an employee at all times while on the premises, and their visitor badge will be returned to the employee prior to leaving. A visitor's log will be kept by the escorting employee and noted with the visitor's name, date and time, and purpose of the visit. This log will be made available to the MCB upon request. All restricted access areas within the facility will be monitored at all times and separated from public areas by locked doors. Access to restricted areas will only be granted with a smart lock system, and signage will be prominently displayed on each door indicating that the door leads to a restricted area and members of the public are not permitted without escort. Cameras will also be placed conspicuously at each door to deter visitors from attempting access alone.

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

Those with unrestricted access to the entire facility include: the owners, the manager on duty, specially-defined agents, and any emergency personnel during a time of an emergency. All other individuals who are permitted access to the restricted areas will be escorted at all times. Visitors will enter through the front entrance door and check in with a security agent in the lobby and reception area. All entrants will be required to provide state-issued identification, and will be given a company-issued visitor badge to be displayed on their person at all times within the facility. Visitor identification will be photocopied and kept in security possession the entire time the visitor is within the facility, and returned upon their exit. The visitor will sign into a log indicating the date, time in and out of the restricted space, and purpose of the visit. The visitor's log and copies of all visitor information will be kept and stored as official business records, and will be made available to the MCB upon request. All visitors will be escorted by an employee at all times while in the restricted access areas, and their visitor badge will be returned to the employee prior to leaving. Visitors must be physically present with their designated escort at all times in the restricted access areas, and once the visit has concluded and identification is returned, the visitor must leave the premises immediately.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

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

All visitors approved for escort into restricted access areas will sign into a visitor's log noting their name, the date, time in and out of the restricted space, and the purpose of their visit. A photocopy of the visitor's government-issued ID will be taken for the duration of the visit and photocopied. The visitor's log and copies of visitor information will be kept and stored on-site as business records. Visitors will be escorted by an employee at all times while inside the secured areas, and any additional information, activity, or behavior will be recorded, as necessary, during the visit. This visitor log will be made available to the MCB upon request.

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

All persons on the premises will wear their respective identification badges on matching colorful lanyards so that facility agents can: (1) ensure that everyone in the facility has checked in and been approved for access; and (2) easily distinguish and identify managers, employees, security, and visitors from any angle.

See Exhibit A attached hereto.

EXHIBIT A to MJ01

**Musky Ox, Employee Identification Card**

**Alaska Standard Marijuana Cultivation Facility License No.  
10135**

**741 Bennett Rd. Fairbanks AK, 99712**



**Employee: Jonathan Mansker**

**Marijuana Handler Card number: 00000000**

\*Or similar format and content



## Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

### Security Alarm Systems and Lock Standards (3 AAC 306.715):

Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Exterior lighting apparatuses will be abundant, and positioned against the building, throughout its surrounding property, and along the outer perimeter of the premises. However, the cameras outside the facility are equipped with infrared technology, therefore some of the exterior lightening will be triggered by motion sensors. The external light fixtures will be strategically placed to keep the premises, signage, and all doors and windows well lit, and to allow the surveillance system to depict and record individuals up to twenty (20) feet from all entry points. The lighting mounts will be in inaccessible places and have sturdy housings and lenses to deter vandalism. The company will use lighten bright enough to deter crime and to maximize visibility. The exterior lighting will be checked daily by the manager on duty to ensure that each light in the system is operational, and that each mount is positioned for optimum security footage and to deter unauthorized presence on the premises. The facility plans to install a total of 4 lights to be affixed to the building to be evenly distributed on the property.

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

The company will contract with a third party to install the alarm system, maintain the alarm equipment, and monitor the facility at an off-site center 24 hours a day, 7 days a week, to ensure the safety of the agents and assets and to detect any unauthorized intrusion or activity. The security monitoring company will be in direct contact with ownership, the on-site manager each day, and local law enforcement when necessary. The alarm system will be set up to monitor for intrusions through doors, windows, or the roof, and motion detectors will monitor activity in all areas of the building, including the roof and attic, during closed hours. Any unauthorized or attempted intrusion will send an automatic, electronic alert to the security monitoring company who will then contact local law enforcement. The daily manager will be the first to arrive to the facility each morning, and will disable the overnight alarm system. All security cameras and tapes will be checked each day at opening to ensure they are functioning. The last agent to leave the facility each night will activate the overnight security devices and sensors, and lock all doors and windows which are not self-locking. All alarm systems and devices will be tested every six (6) months.

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:

Sensors will be installed on all doors and windows to register any motion, intrusion, or activity when the alarm system is activated. The last employee to leave the facility at close each day will lock all doors and windows that are not self-locking, and will then activate all security devices and sensors. The alarm system will be active at all times that the facility is closed for business. Once active, any attempted intrusion will initiate an immediate and electronic notification to the off-site security center, prompting a response. Each morning, the daily manager will disable the alarm system, and the opening agents will inspect all security cameras and review the recordings to ensure that the system is functioning as expected.



## Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

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

Mandatory inventory counts will be performed on a weekly basis, and all resulting documentation will be stored as official business records. Employees will be trained in recognizing potential theft and diversion activity prior to beginning work, and will be instructed to bring all suspicions to management immediately. The inventory counts shall focus on diversion of black market into the facility and diversion of marijuana out of the facility to unauthorized persons. On-site security and video surveillance will continuously monitor all processing and storage areas, as well as all check in and packaging activity. In the event that an employee is caught stealing or illegally distributing marijuana, Musky Ox will notify local and/or state law enforcement immediately, comply with all directives, and the offending party may be arrested and punished. All reports and documentation concerning a suspected or actual theft will be maintained as official business records for five (5) years and made available to the MCB upon request. Additionally, ownership will take such steps appropriate and necessary to ensure that an employee's illegal conduct does not compromise or otherwise present a risk to the facility's license and legitimate business operations. Once a theft is reported, ownership will update the product records in the tracking system, as needed, to maintain an accurate and comprehensive accounting for all marijuana inventory. Ownership will also comply with all inquiries and investigations lodged by the MCB as a result. Once removed from the cultivation rooms, marijuana products will be stored in a locked safe in a secured area when the facility is closed for business. Only designated personnel will have access to the cultivation rooms and marijuana storage, and will be under surveillance at all times when accessing such areas. These secured areas will be under 24 hour video surveillance with video back up for all recorded footage, which will be stored for forty (40) days. Cameras will be visible throughout the cultivation areas and processing counters, and will provide a full view of the rooms, entryways, safes, and product packaging areas. Security monitors and video recording equipment will be located in the office and safe room, accessible only by authorized agents of the company.

### Describe your policies and procedures for preventing loitering:

The exterior of the premises will be equipped with ample lighting, 24 hour video surveillance, and "No Loitering" and "No Trespassing" signs. Agents of the facility will have a regular and noticeable presence on the property to monitor activity and to deter loitering or unauthorized entrance. The facility will have a single and marked entrance for all regular ingress and egress from the building and for all visitors. On-site security will assist in securing the premises, preventing business practices that might entice or allow loitering, and escorting all loitering individuals off the premises. Persons loitering outside the facility will be informed that they must leave the premises or law enforcement will be notified. If the verbal warning is unsuccessful, the company will contact local law enforcement for assistance. Loitering will also not be permitted within the facility. Once a visitor has completed their escorted tour, they will be escorted back to the exit and asked to leave the property and facility. No visitors will be permitted to remain in the cultivation or other secured area. Agents will politely state that the company has a "No Loitering" policy and request that the visitor exit to the property.

### 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:

An alarm system will be set up to monitor for intrusions through doors, windows, or the roof, and motion detectors will monitor activity in all areas of the building during hours not open for business. Any unauthorized or attempted intrusion will send an automatic, electronic alert to the security monitoring company who will then contact local law enforcement. All alarm systems and devices will be tested every six (6) months. Motion detecting exterior lighting, in addition to the stationary mounted lighting, will allow for additional security measures during closed hours and ensure that exterior cameras can capture a clear recording of any individuals approaching the premises.



**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:**

If an emergency occurs on the property during operating hours that threatens the facility, or the safety of employees and visitors, management will evacuate the building and await the arrival of local emergency officials in a safe and accessible location. When any dangerous, threatening, or unauthorized activity is reported to local law enforcement, employees will comply with all law enforcement directives and remain in a safe location while the incident is addressed. All visitors present on the premises will be escorted immediately to the nearest exit in a safe and organized manner. After an emergency is resolved, employees will look for property damage, verify cash and inventory, and submit all resulting documentation to police officials. Video surveillance will be downloaded and handed over to law enforcement to aid in their investigation. Local law enforcement will be given direct phone numbers to company ownership and authorized managers.

**Video Surveillance (3 AAC 306.720):**

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

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

Yes No

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

Both the interior and exterior of each entrance to the facility

Each point of sale area

Each video surveillance recording:

Yes No

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

Clearly and accurately displays the time and date

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



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

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

Video surveillance cameras will be placed strategically along the building and around the property to record all areas of the facility inside and outside, at a variety of angles, to provide a clear, unobstructed view of all activity on the premises. Cameras will be carefully positioned and checked regularly to prevent obstructions and to get the best facial image of anyone inside the facility and within twenty (20) feet of an entrances. All exterior doors, restricted access doors, the check-in area, and all processing counters will have video coverage to clearly identify the face of all persons present. All exterior corners will have cameras installed to facilitate monitoring activity on each side of the building. The parking lot and exterior entrance will also have video coverage. A failure notification system will be installed to provide audible and visual notification of any failure in the surveillance system so that it can be immediately resolved. During a power outage all video cameras and recording equipment will be run on emergency power with a battery backup system to ensure that they can continue to operate for at least one (1) hour.

**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:**

The surveillance recording equipment and all recorded footage will be stored in the office and safe room, and backed up off site. The footage will be accessible inside the office and safe room by authorized agents only, and ownership will have remote access to monitor operations from anywhere. The office and safe room will have an advanced, reinforced security door and will be locked at all times. The door will be equipped with a commercial grade lock to which only ownership has the key. The security system will be accessible with a password to prevent data tampering. Recorded data will be stored for a minimum of forty (40) days as an official business record, and can be uploaded to a separate hard drive and stored longer for any pending criminal, civil, or administrative investigations. All recordings will be stored with a time and date stamp, and will be archived in a format that does not permit alteration of the recorded image. Recordings will be available to AMCO and local law enforcement upon request.

**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**

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

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

Employees managing facility records will be trained in standard retention policies to ensure that all records are stored and maintained in a consistent and searchable fashion. All business records, including all operational and regulatory documents, recordings, surveillance, financial books, inventory and employment records, logs, manifests, and communications, will be stored on site in the office and safe room, and backed up on an on-site server to protect from loss and destruction and to allow ownership and designated authorities access at any time. Records within the facility will be stored in the secured office and safe room, separate from all storage of marijuana products and currency. Only ownership, the daily manager, and authorized agents will have access to the office and all safes inside.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Section 3 – Inventory Tracking of All Marijuana and Marijuana Product**

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

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

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

**Marijuana Tracking and Weighing:**

Yes No

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

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

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

Musky Ox will use the Metrc inventory tracking system to increase product security, track cultivation and movement of products, and minimize diversion and illegal practices. Employees will record data throughout: (1) cultivation and processing; (2) sale, sample, and transport; and (3) disposal, destruction, and theft. All employees will be trained in using the system to ensure that: (1) all marijuana cultivated, prepared, and packaged is identified and tracked from the time it is propagated through its sale, transfer, or destruction; (2) all establishments transacting to purchase or otherwise receive marijuana products from the facility are licensed; and (3) any loss or theft of marijuana products is promptly reported. The facility will assign a tracking number to each plant and harvest batch, and record the tracking information in Metrc. Employees will record all sales, testing, and transportation arrangements in the system, and generate a transport manifest to accompany the products in transit. All marijuana used to prepare and package samples will also be recorded, including: (1) the amount of each sample; (2) the facility that received the sample; and (3) the disposal of any expired or outdated promotional sample returned to the facility. Employees will use the system to verify each sale and shipment, and to identify individuals at the facility for the purpose of conducting business. Products flagged for disposal will be recorded in Metrc at least three (3) days prior to any disposal action. Any destruction, loss, or theft of marijuana will be promptly recorded in Metrc to notify the MCB, and then reported to local authorities.



**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:**

Training for employees will include marijuana industry topics, safety, customer care, legal issues, state and federal regulations, and OSHA, and will take place throughout the year as well as when topics arise. Meetings with employees will be held monthly by management. Employees will be expected and ownership will verify that the employee has their marijuana handler’s permit prior to commencing work. Additionally, employees shall take steps to obtain basic comprehension of: (1) Alaska laws, regulations, and codes governing the marijuana industry and marijuana establishments; (2) all of the licensing requirements to act as a handler in a marijuana establishment; (3) company standards, protocol, and best practices; (4) general safety procedures and protocol; (5) how to think defensively in threatening situations; (6) in-depth information about particular strains and products; (7) in-depth information on the requirements of each room, task, and system; and (8) the general federal, state, and local employment regulations by which the company is governed. Managers will be trained in open and close procedures, and will become experts in the inventory tracking system. Managers will know all procedures for quality control, inventory control, and sanitation. Managers will know how to keep accounting records and be responsible for overseeing all operations. All agents will be provided with education materials on quality control procedures, inventory control, sanitation, opening and closing, organic growing practices and methods, and security. Agents will be trained on how to use the inventory tracking system, how to work in each room and minimize contamination, and how to handle security and emergency procedures. Agents will be trained on how to interact with visitors to provide top of the line information and service during production. The agents will also be given in-depth information on the products grown and processed, cannabis risks and effects, and all of the mandated information included in the handler’s permit. Agents will be trained in packaging and labeling policies, and how to record inventory changes. The state and local marijuana regulations and laws will be posted in spaces frequently occupied by staff for reference. All new hires will be required to meet with ownership to go over employment documents, tasks, educational materials, facility features, security, position-specific training, and to receive their uniform and supplies.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Section 5 – Waste Disposal**

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

Applicants should be able to answer “Yes” to the statement below.

**Marijuana Waste Disposal:**

Yes No

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

**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:**

Musky Ox has prepared a disposal plan for disposing of all marijuana that does not meet state testing requirements or the company’s internal quality standards due to disease, infestation, mishandling, or unsuccessful cultivation practices. Marijuana must be rendered unusable before disposal to ensure that marijuana and marijuana products are safely kept away from the public. The company will ensure that all marijuana is rendered unusable prior to leaving the facility. Management will maintain a log on the status of all marijuana waste, tracking the type, date of disposal, date it was rendered unusable, and date that it was picked up by the disposal company. The company will be disposing of: (1) marijuana that is identified as contaminated, infected, or is otherwise rejected for quality or fails to meet quality testing; (2) all run off water used during the cultivation process; (3) waste from marijuana flowers and plant material and trimmings; and (4) any other materials or containers in contact with marijuana products that risk contamination. All marijuana marked for disposal will be stored in a secured bin, separated from all other products, until it can be rendered unusable. Marijuana waste will be rendered unusable a minimum of once per day, before the facility closes. Once rendered unusable, marijuana will be securely stored in locked containers located on the premise. All locks will comply with the highest UL standards, and the disposed marijuana will not be stored outside the facility at any time. Twice a week, or as necessary, an authorize employee of the company shall complete a three (3) day notification to AMCO prior to waste being transported in a secured lockable container from the cultivation facility to a waste station. Only authorized personnel will have access to the keys that lock and unlock the disposal containers. To ensure accurate tracking and that no diversion occurs, the daily manager will complete the disposal log and note take the person transmitting the waste signature and name, the date, time, and the type of marijuana waste being collected. This information will be entered into a disposal log by the manager, which will be securely stored and made available to AMCO upon request.

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

After giving the MCB at least a three (3) day notice in Metrc, the marijuana waste will be ground up with other compostable food waste, yard waste, vegetable oils, or with non-food paper waste or cardboard.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

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

To render marijuana waste unusable, Musky Ox will grind and incorporate the marijuana waste with either non-compostable or compostable solid wastes so that the resulting mixture is at least fifty percent (50%) non-marijuana waste. Agents at the facility will use paper waste, plastic waste, cardboard waste, soil, food waste, yard waste, and/or vegetable-based grease or oils. Management will inspect the resulting mixture to ensure it is composed of no more than fifty percent (50%) marijuana by volume, and will record the composition of the mixture in the disposal log. All marijuana waste will be secured in waste storage within the facility, separate from all other marijuana products, storage, and waste, until such time it is transmitted to the waste station.



Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

## Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

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

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

**Marijuana Transportation:**

Yes No

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

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

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

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

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

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

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



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

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

The facility will create a transport manifest to accompany all marijuana products in transit, and filed and stored on premises as official business records. The transport manifest will document the strain name, type of product, batch number, weight, name of the transporter and handler's ID, time of departure and expected delivery, and the make, model, and license plate of the transporting vehicle. The transport vehicle will travel directly between destinations without making any unnecessary stops and a printed transport manifest will be on board at all times. Marijuana products will be in a sealed container (up to 5 lb each) closed inside a locked storage compartment within the transport vehicle. No products will be visible from outside the vehicle. A label will be affixed to the shipping container stating that a licensed testing facility has tested each batch in the shipment. The label will list: (1) the date of final testing; (2) the cannabinoid potency profile, expressed as a range of percentages that extends from the lowest percentage to highest percentage of concentration for each cannabinoid listed from every test conducted on that strain of marijuana from the same marijuana cultivation facility within the last three months; (3) a statement listing the results of microbial testing; (4) a statement listing the results of residual solvent testing, as applicable; and (5) a statement listing the contaminants for which the product was tested, including molds, mildew, filth, herbicides, pesticides, fungicides, and harmful chemicals. Only usable marijuana will be packaged at the facility, and all packaging will not be tampered with. Any packaging done at the facility will be performed in an area specifically set aside for packaging. All packaging will be uniform with labels secure and prominently displayed. If the facility is selling usable marijuana in bulk for repackaging and sale to the consumer by other establishments, the wholesale standard unit will not exceed five (5) pounds. If the usable marijuana is being packaged for retail sale, the standard unit will not exceed one (1) ounce. The facility will use certified scales in compliance with the Alaska Weights and Measures Act, and will maintain registration and inspection reports at the facility. After all usable marijuana has been placed in bins and labeled, it will be moved to the secure storage area. All packaging will be inspected, accepted or rejected, and recorded in QCU (Quality Control Unit) log. The QCU will check all packages to make sure that they will secure all marijuana from contamination and will not impart any toxic or deleterious substance on the marijuana. All usable marijuana sold to any marijuana establishment will be labeled with the following information: (1) the name and license number of the cultivation facility; (2) the date the marijuana was harvested; (3) the harvest batch number assigned to the marijuana; (4) the date the marijuana was packaged; (5) the net weight and the quantity of usable marijuana packaged in a standard of measure compatible with the inventory tracking system; (6) a complete list of all pesticides, fungicides, and herbicides used in the cultivation of the marijuana; and (7) the date of expiration, if perishable.

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

The vehicle transporting marijuana products will be unmarked and inconspicuous. The transport vehicle will contain a secure and sanitary storage locker to hold all marijuana products during transit. The storage container will be a large rectangular container that is either mounted within the vehicle and accessible by combination lock or mounted securing in the back of a pick-up. Marijuana will not be visible from outside the vehicle at any point during transport. Prior to departure, a manager will ensure all marijuana is sealed in packages, and locked in the storage compartment. All employees will be trained that under no circumstances, absent instruction from an authorized law enforcement officer or AMCO agent, shall a sealed package containing marijuana be opened during transport.



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:

At no time will Musky Ox utilize any advertisement types of signage at the facility. The facility will however affix and display all required postings on, around, and within the facility, and maintain the visibility and quality of such postings, with up to date information, including: (1) operating hours, (2) certificate of occupancy from the city, (3) the State of Alaska marijuana establishment license certificate (to be displayed prominently), (4) approval to operate the facility, (5) "No Loitering" sign on the front door, (6) "Surveillance Cameras In Use" signs, (7) "Restricted Access" signs, and (8) any required postings by the local jurisdiction such as Exit and Fire Extinguisher signs. The operating hours will be prominently displayed on the front door of the facility. There will be zero signs with the business name on it visible to the general public for the sole purpose of advertising. The facility will not be open to the public.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

**Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):**

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

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

No advertisement for marijuana or marijuana product will contain any statement or illustration that:	Agree	Disagree
Is false or misleading	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Promotes excessive consumption	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Represents that the use of marijuana has curative or therapeutic effects	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Depicts a person under the age of 21 consuming marijuana	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

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No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

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

On or in a public transit vehicle or public transit shelter

On or in a publicly owned or operated property

Within 1000 feet of a substance abuse or treatment facility

On a campus for post-secondary education

Signage and Promotional Materials:

Agree Disagree

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

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

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



Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office

550 W 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)

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

Phone: 907.269.0350

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

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

A sign will be posted on the front entrance door of the facility and on the door leading into the cultivation area stating "No one under 21 years of age allowed". All visitors will enter through the front entrance door and check in with the designated agent in the lobby reception area where they will be required to present a valid photo identification showing that they are twenty one (21) years of age or older. A valid form of identification includes: (1) an unexpired, unaltered passport; (2) an unexpired, unaltered driver's license; instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province of Canada; and (3) an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. The facility will refuse entrance to all persons who fail to produce the photo identification, regardless of how old they appear, and at no time will a person under the age of twenty one (21) be permitted to remain on the premises. All visitors must have made a prior appointment before arriving at the facility. All appointments may only be accepted and authorized by ownership. If at any time an employee suspects that a person is a minor, the employee will refuse access and have the individual escorted off the premises. The entry door from the lobby reception area to the cultivation area will be locked at all times and only accessible with key lock or opened by an authorized facility agent from the inside of the facility. The reception agent will photocopy and thoroughly examine an ID before escorting the visitor to the authorized employee tasked with supervising the employee during the visit (note - the reception agent and employee who is supervising visitor may be the same person depending on number of employees working). At no time shall there be more than five visitors for every employee who is actively supervising the visitors. Employees will be trained to spot inconsistencies and signs of forgery in IDs, and will have an ID guide on hand to help recognize IDs from other states and countries.

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

Jonathan Manske  
Printed name

Subscribed and sworn to before me this 10 day of August, 2016.



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

My commission expires: May, 20, 2018



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)

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

Phone: 907.269.0350

Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

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(Additional Space as Needed):



Alaska Marijuana Control Board

# Form MJ-02: Premises Diagram

## What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

**The second page of this form is not required.** Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

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

Yes      No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

## Section 1 – Establishment Information

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

Licensee:	Musky Ox, LLC	License Number:	10135		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Musky Ox				
Premises Address:	741 Bennett Rd				
City:	Fairbanks	State:	AK	ZIP:	99712



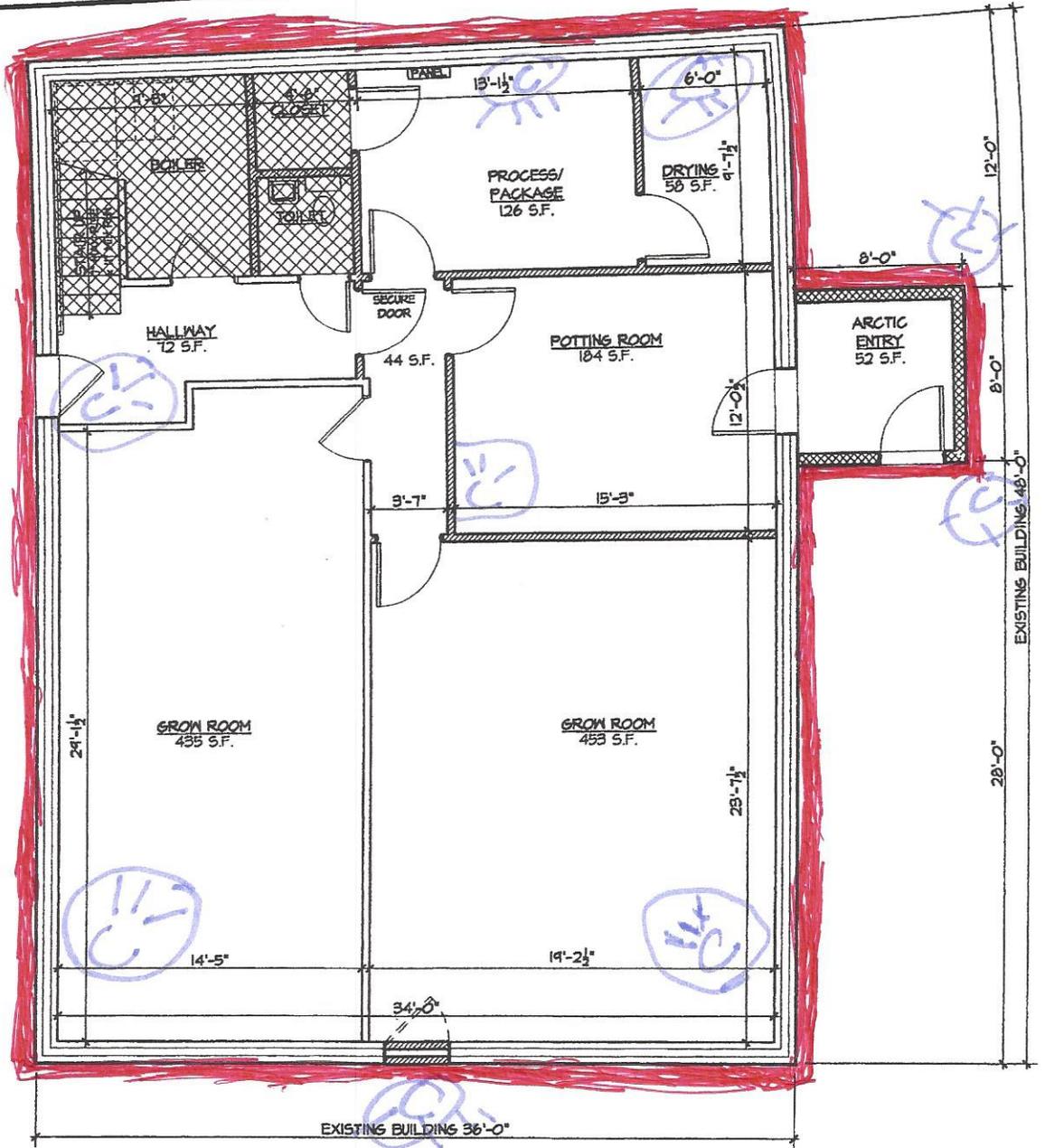
Alaska Marijuana Control Board

## Form MJ-02: Premises Diagram

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### Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas. Include dimensions in your drawing. Use additional copies of this form or attached additional documents as needed.



**1** LOWER FLOOR PLAN  
 1/8" = 1'-0" @ 11x17  
 RE: 11-010-01-PLAN.Low



OPERATIONAL AREA - 1,424 S.F. (1469 w/ Bathroom)



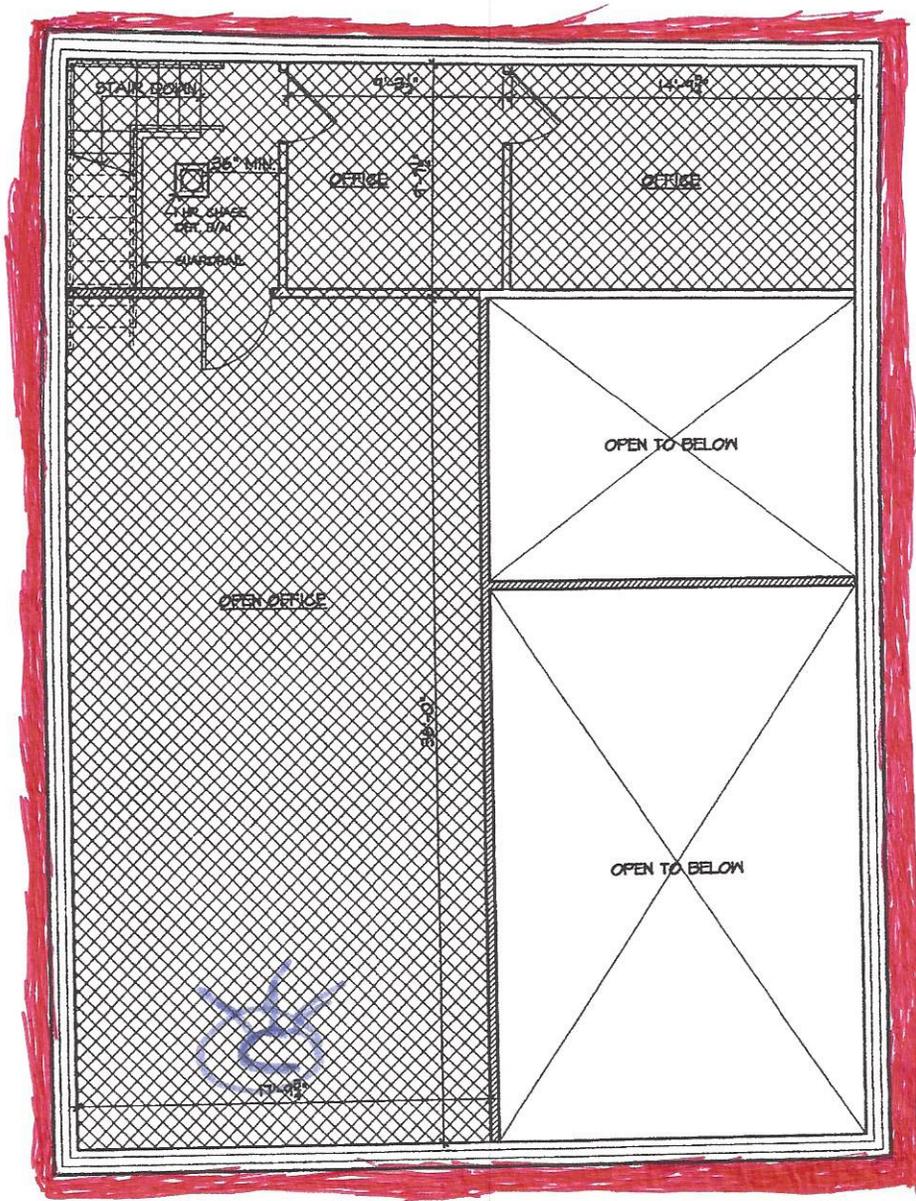
NON-OPERATIONAL AREAS



= Restricted Access AREA



= denotes camera placement & direction of surveillance



2 UPPER FLOOR PLAN  
 1/8" = 1'-0" @ 11x17  
 RE: 16-016-01-PLAN.dwg

 = Restricted Access Area.

 = denotes camera placement



MUSKY OX REMODEL  
 741 BENNETT ROAD, FAIRBANKS, ALASKA 99712

FLOOR PLAN

T.E. MARSH DESIGNS

16-01

DATE: AUGUST 10, 2016

A1

ZONING PLAN

For Mansker  
11/8/16



Musky Ox, LLC

Mansker Residence



# Alaska Marijuana Control Board

## Operating Plan Supplemental

### Form MJ-04: Marijuana Cultivation Facility

#### What is this form?

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

#### What additional information is required for cultivation facilities?

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

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

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

### Section 1 – Establishment Information

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

<b>Licensee:</b>	Musky Ox, LLC	<b>License Number:</b>	10135		
<b>License Type:</b>	Standard Marijuana Cultivation Facility				
<b>Doing Business As:</b>	MUSKY OX				
<b>Premises Address:</b>	741 Bennett Rd.				
<b>City:</b>	Fairbanks	<b>State:</b>	ALASKA	<b>ZIP:</b>	99712



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

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

**Section 2 – Prohibitions**

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

The marijuana cultivation facility will not:

Agree Disagree

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

Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its licenses premises or within 20 feet of the exterior of any building or outdoor cultivation facility

Treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana

**Section 3 – Cultivation Plan**

Review the requirements under 3 AAC 306.420, and identify how the proposed premises will meet the listed requirements.

Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

The proposed facility will be approximately 2,600 square feet, with cultivation areas measuring approximately 1,500 square feet. The facility will have one front door for all regular ingress and egress from the building, and one emergency exit door. The facility will have an entrance and lobby reception area, one office and safe room, one veg room, two flower rooms, one mother and cloning room, one room for marijuana harvesting/drying and processing, one room for marijuana packaging and storage, one room for storage of all other facility products and materials, one vault, one room for disposal activity and waste storage, one restroom, and one break room.



## Alaska Marijuana Control Board

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

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

Musky Ox will use an organic super soil nutrient solution as a growing medium with a combination of materials and substances, including [coconut shell fibers (coco), peat moss, sand, perlite, and vermiculite, combined with or without plant nutrients]. The facility will be outfitted with a hand watered irrigation system designed in conjunction with the nutrient management system to maximize production yield.

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

The facility will use the following Roots Organic plant nutrients products as fertilizer added to the growing medium: [(1) Nitrogen; (2) Phosphorus; (3) Potassium; (4) Sulfur; (5) Calcium; (6) Magnesium; (7) Iron; (8) Manganese; (9) Boron; (10) Copper; (11) Zinc; (12) Molybdenum; (13) Chlorine; (14) Nickel; and (15) Silicon]. The facility will use some amount of the following non-fertilizer plant elements as gases absorbed through the plant roots or plant leaves: (1) Hydrogen; (2) Oxygen; and (3) Carbon.

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

The facility will use hand watering techniques for plants growing in individual containers. There will be little to no water run-off from these watering systems. The facility will also use a closed system automated watering system to recirculate the water and nutrient solution. Waste water will be recycled.



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

**Describe the marijuana cultivation facility's waste disposal arrangements:**

Musky Ox has a disposal plan for all marijuana that does not meet state testing requirements or the company's internal quality standards due to disease, infestation, mishandling, or improper practices. All marijuana marked for disposal will be stored in a secured bin, separated from all other products, until it can be disposed of. There will be minimal waste, all cuttings and trimmings will be composted. Marijuana waste must be rendered unusable before disposal to ensure that marijuana and marijuana products are safely kept away from the public. The company will ensure that all marijuana is rendered unusable prior to leaving the facility by grinding and incorporating the marijuana waste with either non-compostable or compostable solid wastes so that the resulting mixture is at least fifty percent (50%) non-marijuana waste. Non-compostable solid wastes include paper waste, plastic waste, cardboard waste, and soil. Compostable solid wastes include food waste, yard waste, and vegetable-based grease or oils. Management will ensure that the resulting mixture is composed of no more than fifty percent (50%) marijuana by volume, and will log the composition of the mixture in the disposal log, which will be made available to the MC Board upon request. Management will maintain the log on the status of all marijuana waste, tracking the type, date of disposal, date it was rendered unusable, and date that it was picked up by the disposal company. The company will be disposing of: (1) waste from marijuana flowers, trim, and solid plant materials; (2) marijuana that is identified as infected or fails to meet quality testing; (3) marijuana plant waste; (4) run off water from the plants during cultivation; and (5) medium used for cultivation and root matter. Marijuana waste will be rendered unusable a minimum of once per day, before the facility closes. Once rendered unusable, marijuana will be securely stored in locked containers located on the premise. All locks will comply with the highest UL standards, and the disposed marijuana will not be stored outside the facility at any time. Twice a week, a waste truck will collect the waste and dispose of it. Only authorized personnel will have access to the keys that lock and unlock the disposal containers. To ensure accurate tracking and that no diversion occurs, the daily manager will meet with the waste truck driver and collect a signature and name, the date, time, and the type of marijuana waste being collected. This information will be entered into a disposal log by the manager, which will be securely stored and made available to the MCB upon request.

### 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:**

There are no other facilities, buildings, or structures in an odor radius of our facility. In the event that odor control becomes necessary, these are the steps we would take. The company has developed the plans to renovate the present-day buildings on the premises to minimize odor through the strategic use of climate control, air filtration, ventilation, and exhaust. In each growing and production room there will be several large carbon filters placed on recirculating commercial fans filtering the air for particulates and odor. The ambient air outside of the grow rooms and circulating through the building will have a closed system air conditioner filtering for particulates and odor while maintaining the building's air temperatures. The air filtration and circulation systems will be essential to controlling heat buildup and eliminating exhaust odors. The air circulation in the facility will be designed in conjunction with the grow lights to counteract heat emission from the lighting system. Exhaust fans and intake manifolds will be mounted to eliminate heat and excess oxygen.



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

Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

**Section 5 – Testing Procedure and Protocols**

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

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

**I understand and agree that:**

Agree Disagree

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

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

Musky Ox understands and will comply with all testing regulations to ensure the marijuana propagated at the facility exceeds the testing requirements for the state. The facility will track each plant's life cycle through Metrc with an assigned record number. All flower bud harvested from the numbered plants will be processed into batches of five (5) pounds. The company will package a sample of each batch produced to a licensed testing facility, and will not sell or transport any marijuana from that batch until the testing has been completed. An agent from the QCU will collect a testing sample by segregating harvested marijuana into homogeneous batches of bud and flower, and selecting a random sample from each batch. The individual responsible for collection will prepare a signed statement attesting that each sample was randomly selected, provide a signed statement to the testing facility, and maintain a copy as a business record. The facility will transport all samples to a licensed testing facility in compliance with the state regulations and the company's transportation policies. While awaiting the testing reports, the remainder of the batch will be segregated in secure, cool, and dry storage to protect from contamination. The facility will maintain all testing results as part of its business books and records, and enter the results in Metrc. Musky Ox will fully comply with any request from the MCB for a random sample from any growing medium, soil amendment, fertilizer, crop production aid, pesticide, or water, and shall bear the expense for all such requests.



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

## Section 6 – Security

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

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

**The marijuana cultivation facility applicant has:** Agree Disagree

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

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

**Restricted Access Area (3 AAC 306.430):** Yes No

Will the marijuana cultivation facility include outdoor production?

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

[N/A]



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

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

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

No signs or advertisements will be placed on the building or its surrounding property which would indicate to the public that marijuana is being grown within the facility. Musky Ox will only display signs indicating the physical address of the building and "No Trespassing". The facility will cover and/or board over all existing windows, and will have a perimeter fence to further obstruct the public view of the facility from the street or adjacent properties. All movement, transport, or otherwise ingress or egress of marijuana products will be discrete, utilizing the designated loading platform. All vehicles owned and used by company agents will be discrete and unmarked, giving no indication that they are traveling to and from a cultivation facility. When being transported, all marijuana products will be securely packaged, labeled, and organized in a discrete manner within the facility before being moved out of the building to be loaded on the transport vehicle. No individuals will be permitted on the premises without checking in with and being escorted by an authorized employee.

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]
Signature of licensee

Jonathan Mansker
Printed name

Subscribed and sworn to before me this 10 day of August, 2016.



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

My commission expires: May 20, 2018



Alaska Marijuana Control Board

# Form MJ-07: Public Notice Posting Affidavit

Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> 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:	Musky Ox, LLC	License Number:	10135		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Musky Ox				
Premises Address:	741 Bennett Rd				
City:	Fairbanks	State:	AK	ZIP:	99712

## 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: 3/3/16 End Date: 3/15/16

Other conspicuous location: Sentry Hardware 250 3rd St #6, Fairbanks

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

[Signature]  
Signature of licensee

Jonathan Munnick  
Printed name of licensee

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

My commission expires: May, 20, 2019



Subscribed and sworn to before me this 10 day of August, 2016.

AFFP

Cultivation Facility 306.400(1)

### Affidavit of Publication

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

33844

Musky Ox, LLC  
is applying  
for a new

Standard Marijuana Cultivation Facility License 3  
AAC 306.400(1),  
doing business as

MUSKY OX  
located at  
741 Bennett Rd,  
Fairbanks, AK, 99712,  
UNITED STATES.

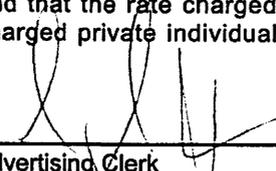
Before me, the undersigned, a notary public, this day personally appeared Magdalena Ibarra, who, being first duly sworn, according to law, says that he/she is an Advertising Clerk of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks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

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

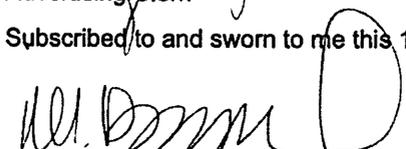
March 04, 2016, March 11, 2016, March 18, 2016

Publish: 3/4, 3/11, 3/18/16

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 18th day of March 2016.

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

My commission expires: December 07, 2017

00008367 00033844

Monsky LLC  
741 Bennett Road  
Fairbanks, AK 99712

NOTARY PUBLIC  
M. BURNELL  
STATE OF ALASKA  
My commission Expires December 7, 20\_\_



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.

Table with 5 rows and 4 columns: Licensee (Musky Ox, LLC), License Number (10135), License Type (Standard Marijuana Cultivation Facility), Doing Business As (Muxky Ox), Premises Address (741 Bennett Rd), City (Fairbanks), State (AK), ZIP (99712)

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: Fairbanks North Star Borough Name of Official: Clerk Title of Official: Date Submitted: 3-3-16 Community Council: Date Submitted:

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

Signature of licensee: Jonathan Mansky Printed name of licensee

Notary Public seal for Matthew Allen, State of Alaska, commission expires May 20, 2019

Subscribed and sworn to before me this 10 day of August, 2016.



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:	Musky Ox, LLC	License Number:	10135		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Musky Ox				
Premises Address:	741 Bennett Rd				
City:	Fairbanks	State:	AK	ZIP:	99712

## Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jonathan Mansker
Title:	Owner
SSN:	[REDACTED]



Alaska Marijuana Control Board

# Form MJ-09: Statement of Financial Interest

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

## Section 3 – Certifications

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

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

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

  
\_\_\_\_\_  
Signature of licensee/affiliate

Jonathan Marcker  
\_\_\_\_\_  
Printed name

Subscribed and sworn to before me this 10 day of August, 2016.

  
\_\_\_\_\_  
Notary Public in and for the State of Alaska.



My commission expires: May 20, 2019

# Alcohol & Marijuana Control Office

**License Number:** 10135

**License Status:** New

**License Type:** Standard Marijuana Cultivation Facility

**Doing Business As:** MUSKY OX

**Business License Number:** 1032776

**Designated Owner:** Jonathan Mansker

**Email Address:** jjmansker@googlemail.com

**Latitude, Longitude:** 64.533400, -147.340100

**Physical Address:** 741 Bennett Rd  
Fairbanks, AK 99712  
UNITED STATES

## Owner #1

**Owner Type:** Entity

**Alaska Entity Number:** 10036076

**Alaska Entity Name:** Musky Ox, LLC

**Phone Number:** 907-750-2573

**Email Address:** jjmansker@googlemail.com

**Mailing Address:** 741 Bennett Rd  
Fairbanks, AK 99712  
UNITED STATES

## Affiliate #1

**Owner Type:** Individual

**Name:** Jonathan Mansker

**SSN:** [REDACTED]

**Date of Birth:** 09/25/1978

**Phone Number:** 907-750-2573

**Email Address:** jjmansker@googlemail.com

**Mailing Address:** 741 Bennett Rd  
Fairbanks, AK 99712  
UNITED STATES

## REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated September 15<sup>th</sup> 2016, by and between Jon Mansker ("Landlord"), and Musky Ox, LLC, DBA Musky Ox ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Musky Ox (the "Premises") located at 741 Bennett Rd., Fairbanks Alaska, 99712.

**TERM.** The lease term will begin on September 15<sup>th</sup>, 2016 and will terminate on September 30, 2021.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of One Hundred Dollars (\$100.00). Payable in advance on the first day of each month, for a total lease payment of \$6,000. Lease payments shall be made to the Landlord at 741 Bennett Rd., Fairbanks AK, 99712 which address may be changed from time to time by the Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for Production, Cultivation and Retail of marijuana and marijuana product and all legal endeavors. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld.

Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances,

requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature. Tenant shall remain in compliance with the Marijuana Control Board regulations. Landlord shall not take control of the premise or marijuana product in the event Tenant abandons the property, Landlord agrees to immediately contact AMCO and local law enforcement and obtain guidance on how to handle any marijuana or marijuana product left in the premises.

**ARBITRATION.** Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Jonathan Mansker  
741 Bennett Rd.  
Fairbanks AK 99712

**TENANT:**

Musky Ox, LLC  
Jonathan Mansker  
741 Bennett Rd.  
Fairbanks AK 99712

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Alaska.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

 \_\_\_\_\_ 1 Sept 2016  
Jonathan Marisker

**TENANT:**

 \_\_\_\_\_ 1 Sept 2016  
Musky Ox, LLC – Sole Member

AFFP

Cultivation Facility 306.400(1)

### Affidavit of Publication

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

33844

Musky Ox, LLC  
is applying  
for a new  
Standard Marijuana Cultivation Facility License 3  
AAC 306.400(1),  
doing business as  
MUSKY OX  
located at  
741 Bennett Rd,  
Fairbanks, AK, 99712,  
UNITED STATES.

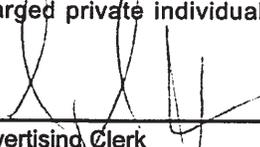
Before me, the undersigned, a notary public, this day personally appeared Magdalena Ibarra, who, being first duly sworn, according to law, says that he/she is an Advertising Clerk of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks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

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

March 04, 2016, March 11, 2016, March 18, 2016

Publish: 3/4, 3/11, 3/18/16

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 18th day of March 2016.

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

My commission expires: December 07, 2017

00008367 00033844

Monsky LLC  
741 Bennett Road  
Fairbanks, AK 99712

NOTARY PUBLIC  
M. BURNELL  
STATE OF ALASKA  
My commission Expires December 7, 20\_\_\_\_

# Drop-Off Summary

Click on a filename or icon to download that file.

Filename	Type	Size	Description
 10135 Entity Documents.pdf	application/pdf	1.1 MB	Entity Documents
 10135 MJ-00 Application Certifications.pdf	application/pdf	894.4 KB	Application Certifications
 10135 MJ-01 Operating Plan.pdf	application/pdf	7.3 MB	Operating Plan
 10135 MJ-02 Premises Diagram.pdf	application/pdf	2.6 MB	Premises Diagram
 10135 MJ-04 Supplemental Documents.pdf	application/pdf	3.0 MB	Operating Plan Supplemental
 10135 MJ-07 Public Notice Posting Affidavit.pdf	application/pdf	482.8 KB	Public Notice Posting Affidavit
 10135 MJ-08 Local Government Notice Affidavit.pdf	application/pdf	381.8 KB	Local Government Notice Affidavit
 10135 MJ-09 Statement of Financial Interest_Redacted.pdf	application/pdf	831.1 KB	Statement of Financial Interest
 10135 Online Applicaiton_Redacted.pdf	application/pdf	95.1 KB	Online Application
 10135 POPPP.pdf	application/pdf	386.4 KB	POPPP
 10135 Publisher's Affidavit.pdf	application/pdf	56.5 KB	Publisher's Affidavit

11 files

From:

Jane Preston Sawyer (jane.sawyer@alaska.gov) State of Alaska-AMCO from 10.3.202.44 on 15 Nov 2016 02:08:45 PM

To:

(kmajor@fnsb.us) (mayor@fnsb.us) (llivingston@fnsb.us)

Comments:

New Standard Marijuana Cultivation Facility:  
Musky Ox #10135

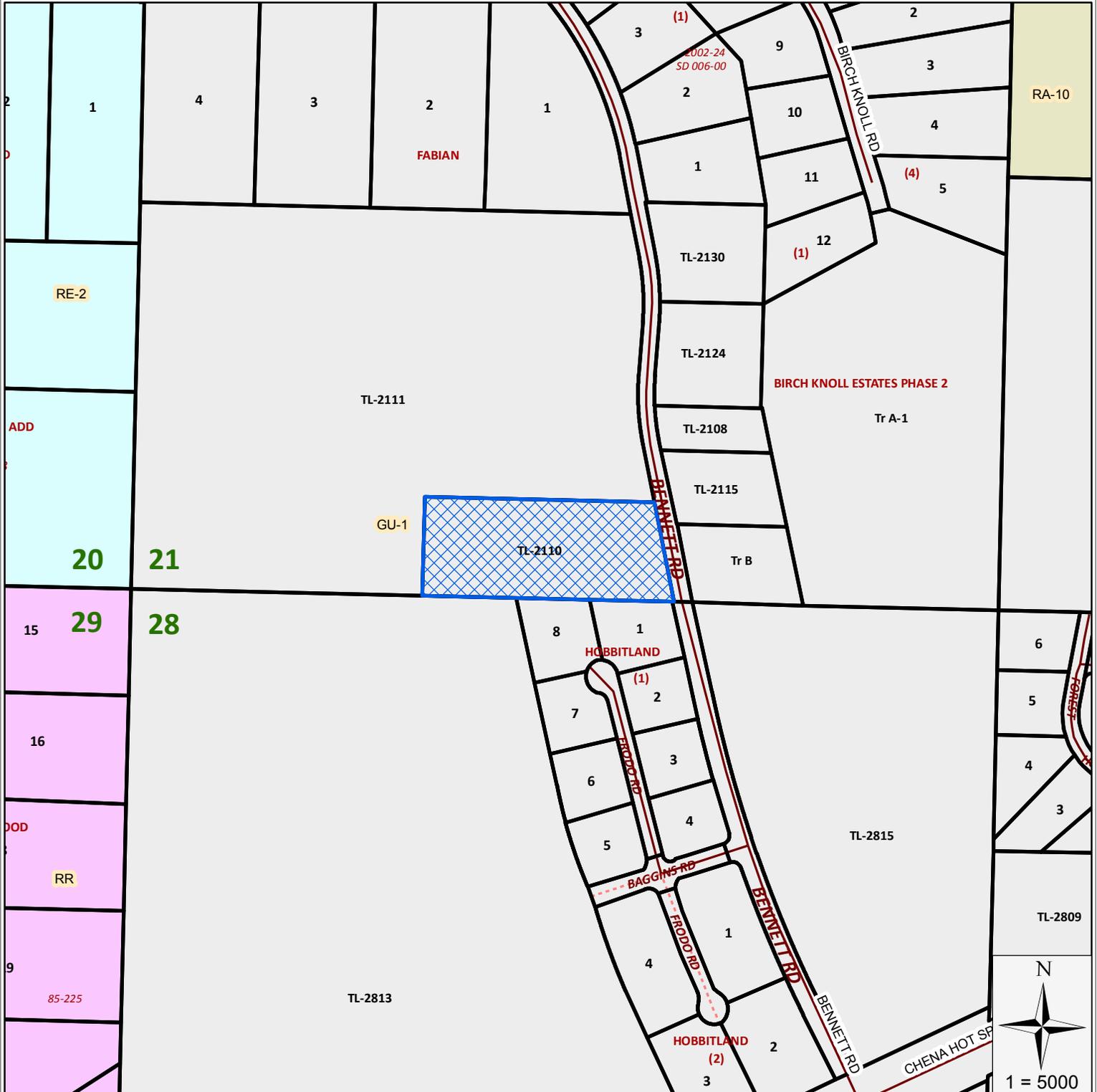


# Fairbanks North Star Borough

## All Data Report

PAN# 0214990

Printed on: 11/16/2016

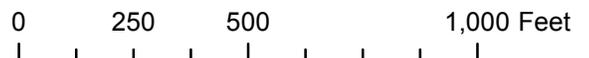


### Property Information for PAN#: 0214990

PROPERTY DESCRIPTION: 1N 1E, SEC: 21, TAXLOT: 2110  
 OWNER: Mansker Jonathan J, Cave-mansker Rebecca A  
 SITUS ADDRESS: 741 Bennett Rd, 745 Bennett Rd  
 ZONING: GU-1 (100%)  
 COMMUNITY PLANNING PERMITS:  
 Zoning: 5207

### Proximity and Zoning Map

**MUSKY OX, LLC**  
**Marijuana License - New - #10135**  
**Standard Cultivation Facility**



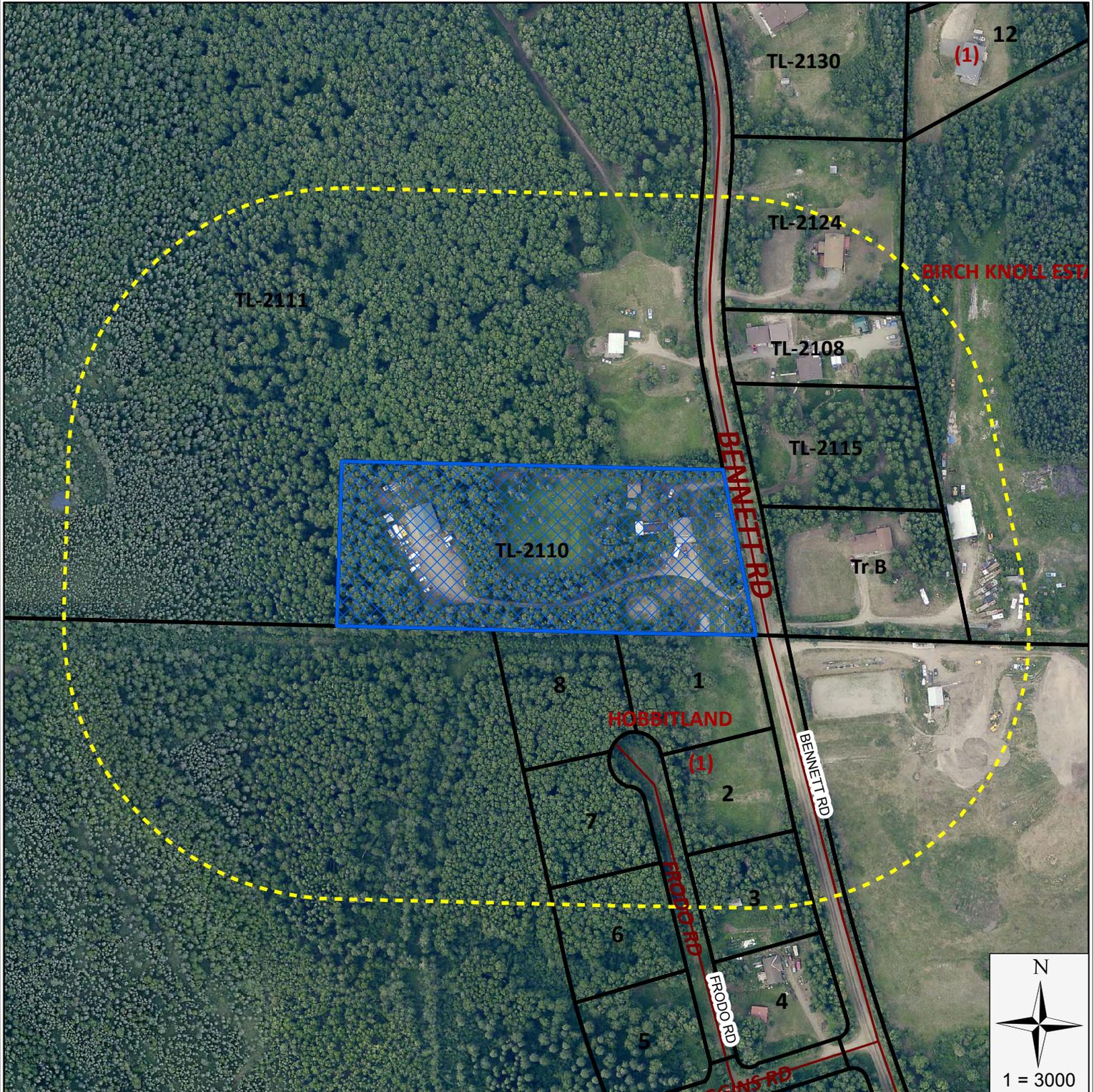


# Fairbanks North Star Borough

## All Data Report

PAN# 0214990

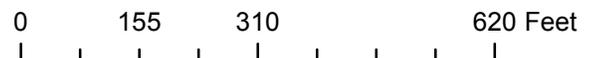
Printed on: 11/16/2016



**Property Information for PAN#: 0214990**  
 PROPERTY DESCRIPTION: 1N 1E, SEC: 21, TAXLOT: 2110  
 OWNER: Mansker Jonathan J, Cave-mansker Rebecca A  
 SITUS ADDRESS: 741 Bennett Rd, 745 Bennett Rd  
 ZONING: GU-1 (100%)  
 COMMUNITY PLANNING PERMITS:  
 Zoning: 5207

500' Buffer Map

**MUSKY OX, LLC**  
**Marijuana License - New - #10135**  
**Standard Cultivation Facility**





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

P.O. Box 71267  
Fairbanks, Alaska 99707-1267

Phone: (907) 459-1260

Fax: (907) 459-1255

planning@co.fairbanks.ak.us

**Zoning Permit Number: 17684**

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

**General Information**

**Date:** 11/18/2016

**Applicant:** MANSKER JONATHAN

**Mailing Address:** 741 BENNETT RD, FAIRBANKS AK 99712

**Telephone:** 907-750-2375

**Cell Phone:**

**Email:**

**Property Description:** 0214990 TL-2110 SEC 21 T1N-R1E

**Site Address:** 741 BENNETT RD  
745 BENNETT RD

**Existing Use:** Residential

**Structure:** Single family residence : SFR and accessory uses

**Proposed Use:** Commercial

**Structure:** Marijuana cultivation facility, indoor small

**Dwelling Units:** 1

**New:** 0

**Existing:** 1

**Building Height (stories):** 2

**Total Area of Structure:** 2,264 SF

**New:** 0 SF

**Existing:** 2,264 SF

**Lot Size:** 5.00 AC

**Est. Construction Cost:** \$0

**Note:** This zoning permit is for a marijuana cultivation facility, indoor small as defined in FNSBC 18.04.010 with a net floor area of 1,422 sq.ft. per definition of "net floor area" in FNSBC 18.04.010. The cultivation area is within a building, as shown on site and floor plans, that has a total of 1,469 square feet.

Please check with the Alaska Department of Public Safety, Division of Fire and Life Safety for any permit requirements.

- I certify that I am the owner or that I am authorized to act for the owner of the property.
- I certify that this information is to the best of my knowledge true and complete.
- I acknowledge and will comply with the conditions set forth in this zoning permit.
- I understand that the holder of this permit is required to comply with all other applicable laws, including city, borough, state and federal laws.
- I agree to submit current and accurate documents if the site plan or other application materials are changed subsequent to issuance of this permit.
- I understand that this permit is appealable and that this appeal must be submitted and perfected within 15 days of the date of the decision in accordance with FNSBC 18.104.090.
- This permit is issued contingent upon the applicant obtaining the appropriate State of Alaska Commercial Marijuana Facility License.

  
 \_\_\_\_\_  
 Applicant Signature

11/18/16  
 \_\_\_\_\_  
 Date

**Zoning Specifications**

Flood Zone: X (100%)

Existing Zone: GU-1 (100%)  
 Minimum Lot Size: 40000  
 Front Yard Req: 0  
 Side Yard Req: 0  
 Rear Yard Req: 0

Road Service Area: No  
 Parking Spaces Req: 0  
 Building Type: Principal

**Conditions**

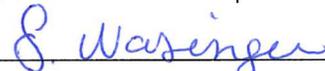
Floodplain Permit Required: No

FNSB Driveway Permit Required: No

Conditions: Marijuana cultivation facility, indoor small

Reasons: Marijuana cultivation facility, indoor small meets Title 18 requirements

Permit Approval: Approved

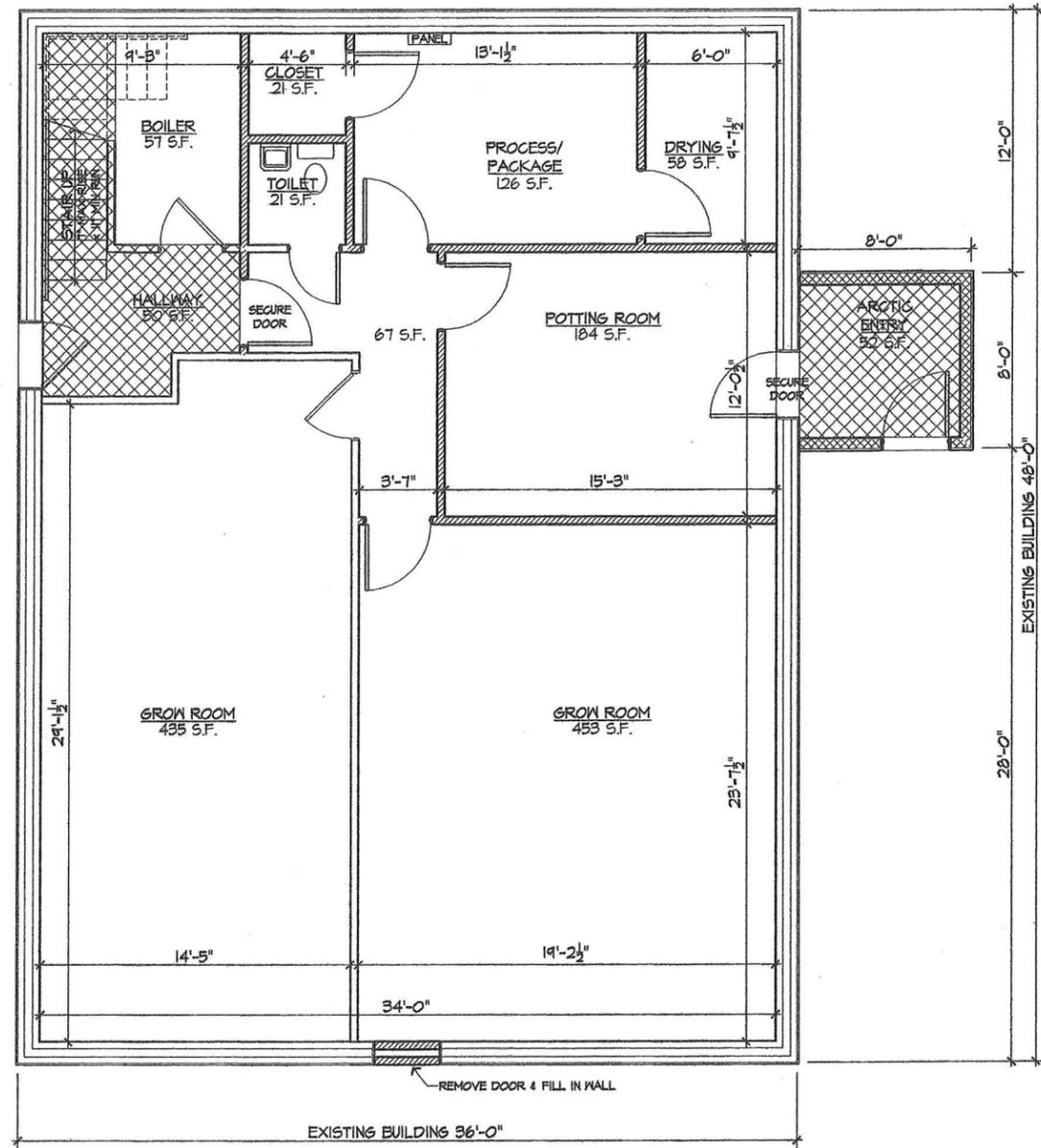
  
 \_\_\_\_\_  
 Zoning Official: Wasinger, S

11/18/2016  
 \_\_\_\_\_  
 Date

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

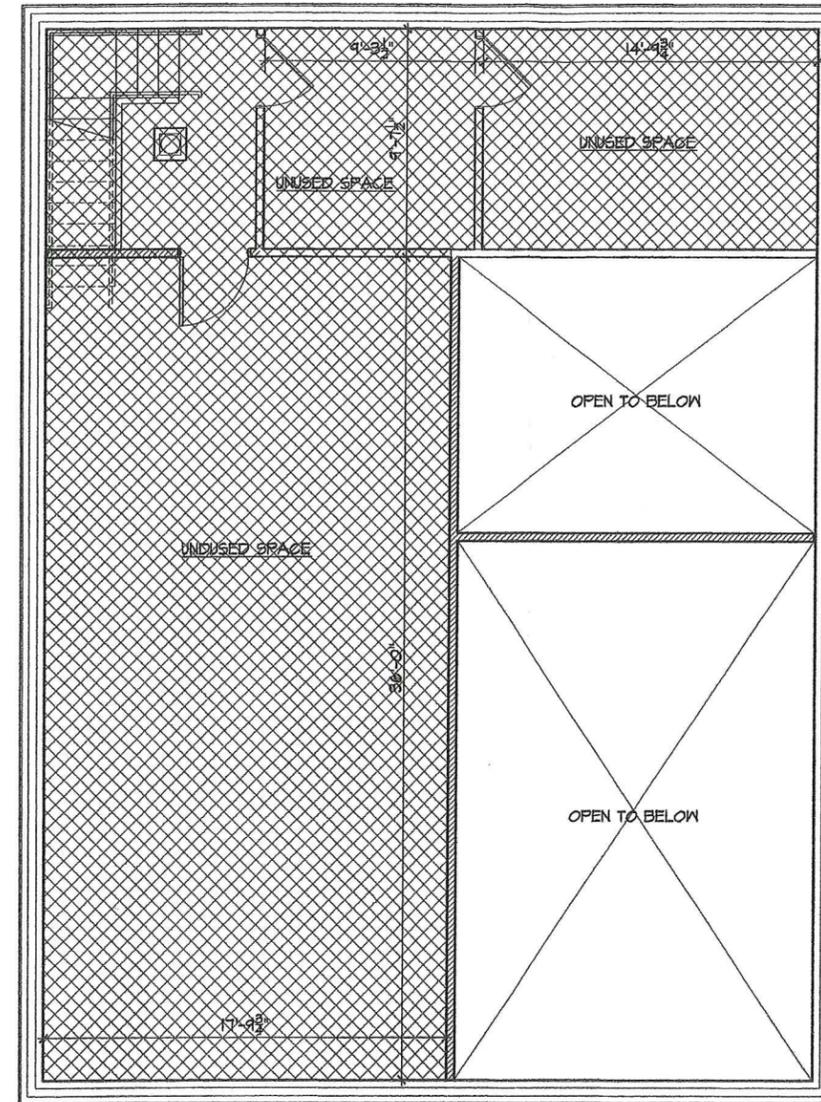
REVISED

DATE 11/10/16



**1** LOWER FLOOR PLAN  
 1/8" = 1'-0" @ 11x17  
 RE: 16-016-01-FLAN.dwg

- MARIJUANA OPERATIONAL AREA - 1,422 S.F.
- NON-MARIJUANA OPERATIONAL AREAS



**2** UPPER FLOOR PLAN  
 1/8" = 1'-0" @ 11x17  
 RE: 16-016-01-FLAN.dwg



MUSKY OX REMODEL  
 741 BENNETT ROAD, FAIRBANKS, ALASKA 99712

FLOOR PLAN  
 T.E. MARSH DESIGNS  
 1603/1603-PLAN.dwg  
 FAIRBANKS, ALASKA 99709

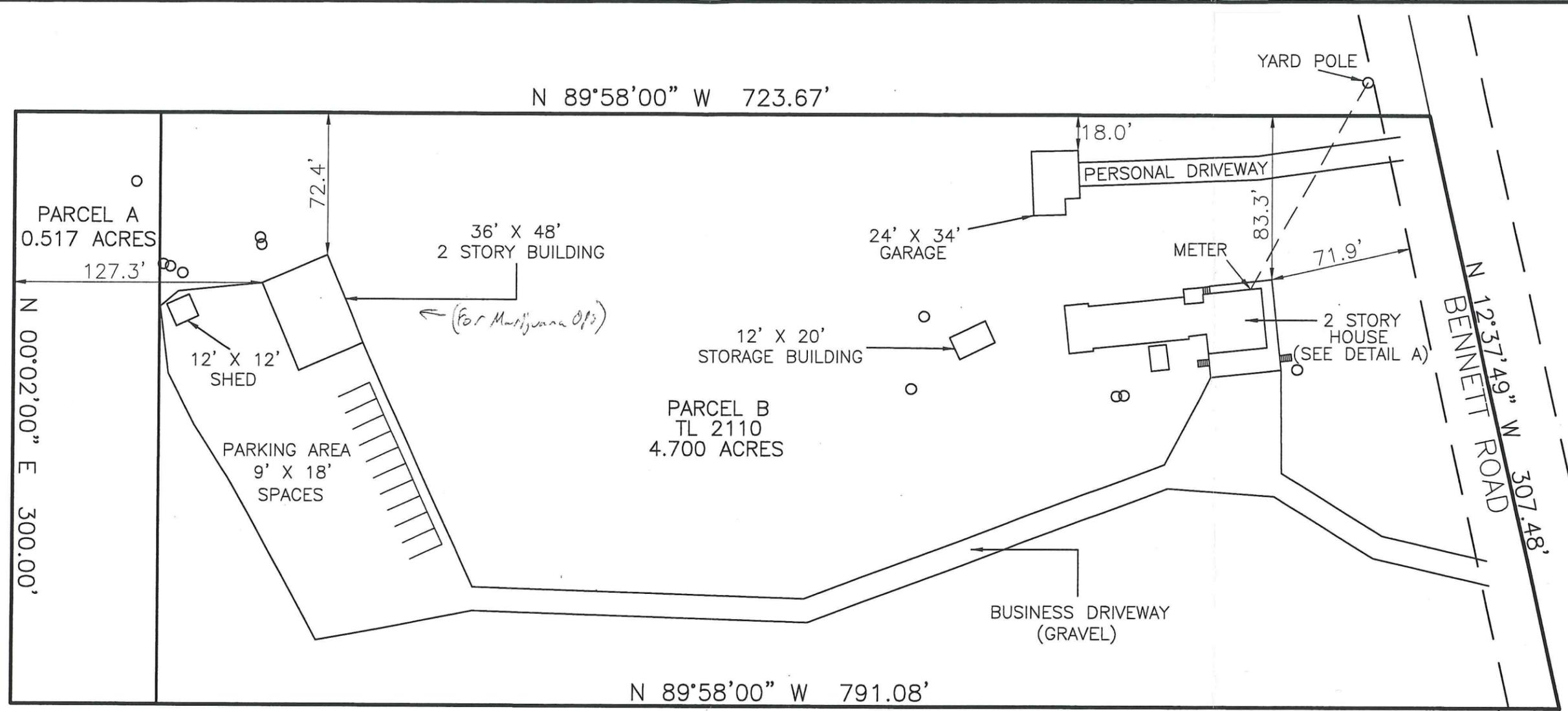
2	11-9-2016
REV. 1	8-18-2016
DATE:	AUGUST 10, 2016

A1

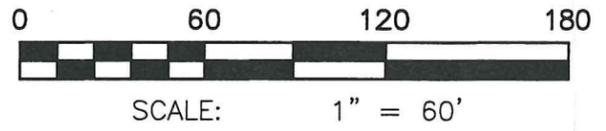
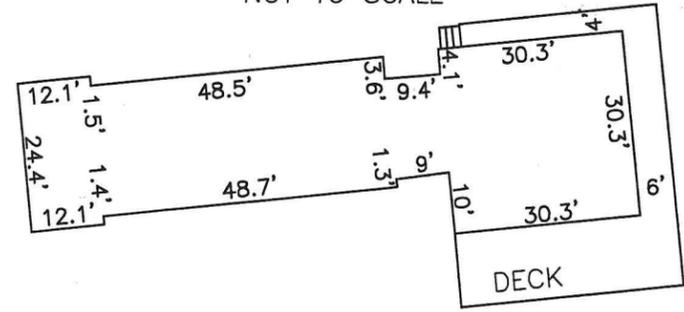
ZONING PLAN

REVISED

DATE 11/10/16



DETAIL A  
NOT TO SCALE



I, Ralph Mathews, a Professional Land Surveyor in the State of Alaska, hereby certify that the improvements located within: Tax Lot 2110, Parcels A & B, Por. SW1/4 Sec. 21, T1N, R1E, F.M. lie entirely within said described area, that there are no visible encroachments to or from this property, except as shown. Easements shown are those described on plat of record or current deed. Liability of this survey is limited to the relationship of improvements to existing found monumentation and does not constitute a boundary survey. Bearings and distances shown are record.



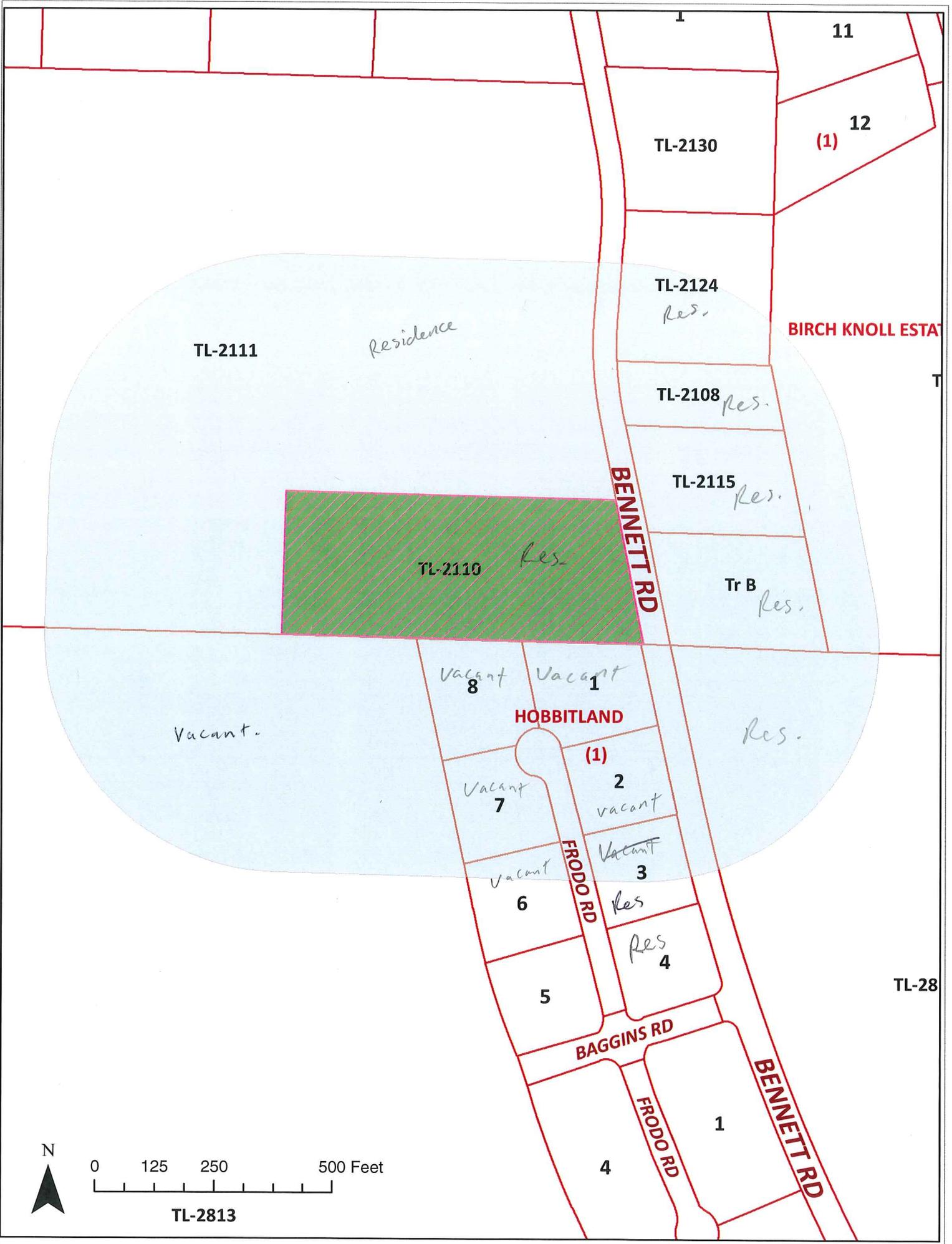
RALPH MATHEWS, RLS

SURVEYOR:  
 MATHEWS LAND SURVEYING INC.  
 1312 GILMORE TRAIL  
 FAIRBANKS, AK 99712  
 PHONE 457-3032, FAX 457-3904

LEGAL DESCRIPTION:  
 PORTION;  
 SW 1/4 SECTION 21, T1N, R1E, F.M.  
 FAIRBANKS RECORDING DISTRICT

OWNER:  
 JON MANSKER  
 DATE: 10/11/16

NOTE:  
 THIS AS-BUILT DRAWING IS DRAFTED FROM A PRELIMINARY PLAT IN PROGRESS, THE PURPOSE OF WHICH IS TO VACATE THE LOT LINE BETWEEN PARCEL A AND PARCEL B, AND TO DEDICATE A 25' PUBLIC ACCESS EASEMENT FOR BENNETT RD.



TL-2111

*Residence*

TL-2130

12  
*(1)*

TL-2124

*Res.*

**BIRCH KNOLL ESTAT**

TL-2108

*Res.*

TL-2115

*Res.*

TL-2110

*Res.*

Tr B

*Res.*

*Vacant*  
8

*Vacant*  
1

**HOBBITLAND**

*Vacant.*

*Res.*

*Vacant*  
7

*(1)*

2  
*vacant*

*Vacant*  
6

*Vacant*  
3

*Res*

5

*Res*  
4

TL-28

**BAGGINS RD**

**FRODO RD**

**BENNETT RD**

4

1



0 125 250 500 Feet

TL-2813