THE STATE of ALASKA
GOVERNOR BILL WALKER

Department of Commerce, Community, and Economic Development

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

March 1, 2017

Kenai Peninsula Borough
Attn: Johni Blankenship
VIA Email: jblankenship@kpb.us
CC: micheleturner@kpb.us

License Number:	11138
License Type:	Standard Marijuana Cultivation Facility
Licensee:	FAT TOPS, LLC.
Doing Business As:	FAT TOPS, LLC.
Physical Address:	36380 Murray Lane Soldotna, AK 99669
Designated Licensee:	david Parker
Phone Number:	907-953-2470
Email Address:	daveparker907@gmail.com

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

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

To protest the approval of this application(s) pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

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

Sincerely,

Sara Chambers, Interim Director
amco.localgovernmentonly@alaska.gov

Date Filed: 09/30/2016
State of Alaska, DCCED

THE STATE of ALASKA

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

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-9/30/2016 6:24:41 PM

Entity Name: FAT TOPS, LLC.
Entity Number: 10041733
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: David Parker
Physical Address: 29008 WHALE OF A TAIL AVENUE, STERLING, AK 99672
Mailing Address: PO BOX 1462, STERLING, AK 99672

Entity Physical Address: 36380 MURRAY LANE, SOLDOTNA, AK 99669

Entity Mailing Address: PO BOX 1462, STERLING, AK 99672

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
David Parker	PO Box 1462, Sterling, AK 99672	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: Lance Wells, Atty.

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Alaska Entity #10041733

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

Certificate of Organization

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

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

FAT TOPS, LLC.

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **September 30, 2016.**

Chris Hladick
Commissioner

OPERATING AGREEMENT
OF
FAT TOPS, LLC.

This Operating Agreement (this "Agreement" or "Operating Agreement") is made and entered into effective as of September 30, 2016 by and between the Class "A" Members and Class "B" Members of Fat Tops, LLC.

RECITALS

A. Fat Tops, LLC, a limited liability company (the "Company"), was formed effective September 30, 2016 for the purposes of transacting any or all lawful business for which a limited liability company may be organized under the laws of the State of Alaska.

B. David Parker is the sole Member of the Company as of date of this Agreement.

C. The Company shall be managed by its manager to be elected by the LLL'C member(s).

ARTICLE I
ORGANIZATIONAL MATTERS

1.1 **Formation.** The Company has been formed as a limited liability company pursuant to the provisions of the Act (as hereinafter defined). The rights and obligations of the Members and the affairs of the Company shall be governed--first by the Mandatory Provisions of the Act; second, by the Company's Articles of Organization; third, by this Agreement; and fourth, by the Optional Provisions of the Act. In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence.

1.2 **Name.** The name of the Company shall be "Fat Tops, LLC."

1.3 **Principal Office.** The initial principal office of the Company shall be located at 36380 Murray Lane Soldotna, AK. 99669. The corporate mailing address is Fat Tops, LLC, HC 60, PO Box 1462 Sterling, AK. 99672. The Company may change its principal office from time to time by action of the Members. The name and address of the Company's initial registered agent is David Parker PO Box 1462 Sterling, AK. 99672. The Company may change its registered agent and/or the address of its registered office from time to time by action of the Members. The Company

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may also maintain offices at such other places or places as the Member(s) deem advisable.

1.4 **Term.** The Company shall commence upon the filing for record of the Company's Articles of Incorporation with the Office of the Secretary of State of Alaska, and shall continue indefinitely, unless sooner terminated as herein provided.

ARTICLE II
DEFINITIONS

2.1 **Definitions.** A capitalized term used in this Agreement and not otherwise defined herein shall have the meaning, if any, assigned to the capitalized term in this Article II.

2.1.1 **Act.** The term "Act" means the Alaska Limited Liability Company Act, AS 10.50, as amended from time to time and any successor statute.

2.1.2 **Additional Capital Contributions.** The term "Additional Capital Contributions" has the meaning assigned to that term in Section 3.2.

2.1.3 **Adjusted Capital Account.** The tern "Adjusted Capital Account" means, with respect to any Member at any time, such Member's Capital Account at such time (i) increased by the sum of (a) the amount of such Member's share of partnership minimum gain (as defined in Regulations Section 1.704 2(g)(1); (b) the amount of such Member's share of the minimum gain attributable to a partner nonrecourse debt; (c) the amount of the deficit balance in such Member's Capital Account while such Member is obligated to restore, if any; and (ii) decreased by reasonably-expected adjustments, allocations, and distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4),(5) and (6).

2.1.4 **Affiliate.** The term "Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. As used in this Section 2.1.4, the term "control" means either (a) the possession, directly or indirectly, of the power to direct or to cause the direction of the management of the affairs of a Person or the conduct of the business of a Person; or (b) the holding of a direct or indirect equity or voting interest of fifty percent or more in the Person.

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2.1.5 **Articles.** The term "Articles" means the Articles of Organization of Fat Tops, LLC filed with the Secretary of State of Alaska on September 30, 2016, as amended from time to time.

2.1.6 **Assignee.** The term "Assignee" means a Person to whom a Membership Interest has been assigned or transferred in accordance with this Agreement, but who has not become a Substitute Member.

2.1.7 **Capital Account.** The term "Capital Account" means the account established on the books of the Company pursuant to Section 3.3.

2.1.8 **Capital Contribution.** The term "Capital Contribution" means the sum of (a) the total amount of cash; and (b) the grand total agreed fair market value of property contributed to the Company by a Member (or the predecessor holder of any Membership Interest of that Member) (net of any liabilities secured by any contributed property that the Company is considered to assume or take subject to Code Section 752).

2.1.9 **Cash Available for Distribution.** The term "Cash Available for Distribution" means, with respect to any Company Fiscal Period (and with respect to individual Transactions, to the extent provided on a Transaction Schedule), all cash receipts of the Company during such Fiscal Period (other than contributions to Company capital or the proceeds of indebtedness used or to be used in the operation of the Company's business), less (a) all Company cash disbursements during such Fiscal Period as the Manager shall in its sole discretion decide are necessary for the conduct of the Company's business; and (b) such reserves established by the Manager in its sole discretion during such Fiscal Period for improvements, replacements, or repairs to Company properties or for anticipated Company expenses or debt repayments. Cash Available for Distribution shall also include any other Company funds, including, without limitation, any amounts previously set aside as reserves by the Manager, no longer deemed by the Manager necessary for the conduct of the Company's business.

2.1.10 **Code.** The term "Code" means the Internal Revenue Code of 1986.

2.1.11 **Class "A" Members.** The term "Class 'A' Members" means David PArker, and such other Persons as may be admitted as Class "A" Members of the Company from time to time.

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2.1.12 **Class "B" Members.** The term "Class 'B' Members" means such other Persons as may be admitted as Class "B" Members of the Company from time to time.

2.1.13 **Company Property.** The term "Company Property" means all property owned, leased, or acquired by the Company from time to time.

2.1.14 **Deadlock.** The term "Deadlock" has the meaning assigned to that term in Section 10.8.

2.1.15 **Disqualified Member.** The term "Disqualified Member" has the meaning assigned to that term in Section 12.1.

2.1.16 **Event of Dissolution.** The term "Event of Dissolution" has the meaning assigned to that term in Section 12.2.

2.1.17 **Fiscal Period.** The term "Fiscal Period" has the meaning assigned to that term in Section 8.3.

2.1.18 **Initial Capital Contributions.** The term "Initial Capital Contributions" has the meaning assigned to that term in Section 3.1.

2.1.19 **Interest.** The term "Interest" or "Membership Interest" shall mean, when used with reference to any person, the entire ownership interest of such person in income, gains, losses, deductions, tax credits, distributions, and Company assets, and all other rights and obligations of such person under the terms and provisions of this Agreement and the Act.

2.1.20 **Manager.** The term "Manager" means the person to be elected, or any substitute, replacement, or permitted transferee hereunder.

2.1.21 **Mandatory Provisions of the Act.** The term "Mandatory Provisions of the Act" means provisions of the Act that may not be waived by the Members.

2.1.22 **Member.** The term "Member" means a Person with a Membership Interest in the Company. It includes both an Original Member (both Class "A" Members and Class "B" Members) and Substitute Member, but does not include an Assignee.

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2.1.23 **Minimum Distribution.** The term "Minimum Distribution" means an amount equal to the amount of Profit allocated to such Member pursuant to Sections 4.2, 4.3, and 4.4 for such Fiscal Period multiplied by the combined maximum individual federal income tax rates.

2.1.24 **Opinion of Counsel.** The term "Opinion of Counsel" means a written opinion of the counsel serving as regular counsel to the Company.

2.1.25 **Optional Provisions of the Act.** The term "Optional Provisions of the Act" means the provisions of the Act that may be waived by the Members.

2.1.26 **Original Member.** The term "Original Member" means each original member(s) of Fat Tops, LLC.

2.1.27 **Percentage Interest.** The term "Percentage Interest" means, as to any Member, such Member's interest in the Profits and Losses of the Company, as set forth in exhibit "A" hereto, and subsequently adjusted pursuant to the terms of this Agreement.

2.1.28 **Person.** The term "Person" means a natural person, partnership, domestic or foreign limited partnership, domestic or foreign limited liability company, domestic or foreign corporation, trust, estate, association, and other business entity.

2.1.29 **Profit and Loss.** The term "Profit" and the term "Loss" means an amount equal to the taxable income of the Company or the taxable loss of the Company (including any capital loss) for each taxable year, determined in accordance with Code Section 703(a) as reflected on the tax return prepared by the regular outside accounting firm engaged by the Company. For purposes of the determination in accordance with Code Section 703(a), all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in a taxable income or taxable loss, with the following adjustments:

(a) Any income of the Company described in Code Section 705(a)(1)(B) or treated as Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account shall be subtracted from taxable income or added to such taxable loss, as the case may be;

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(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account shall be subtracted from taxable income or added to such taxable loss, as the case may be;

(c) In the event the value at which any Company asset is reflected in Capital Accounts is adjusted pursuant to Regulations Section 1.704-1(b)(2)(iv)(i)(f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset;

(d) Gain or loss resulting from any disposition of an asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the value at which the asset disposed of its property reflected in the Capital Accounts of the Members pursuant to Regulations Section 1.704-1(b)(2)(iv);

(e) In lieu of depreciation, amortization, and other cost recovery deduction taken into account in computing taxable income or loss, there shall be taken into account depreciation, cost recovery, or amortization computed in accordance with Regulations Section 1.704-1(b)(2)(iv)(g)(3).

2.1.30 **Selling Member.** The term "Selling Member" has the meaning assigned to that term in Section 10.1.

2.1.31 **Substitute Member.** The term "Substitute Member" means an Assignee of a Membership Interest who is admitted as a Member pursuant to Article XII in place of a Member.

2.1.32 **Tax Matters Partner.** The term "Tax Matters Partner" means the Person designated pursuant to Section 9.2.

2.1.33 **Transaction.** The term "Transaction" means any transaction facilitated by the Company on behalf of any third parties designated as a separate Transaction by the Members for purposes of this Operating Agreement.

2.1.34 **Transaction Capital Account.** The term "Transaction Capital Account" means the account established on the books of the Company pursuant to Section 3.3.2.

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2.1.35 **Transaction Schedule.** The term "Transaction Schedule" means the separate specific Transaction Schedule. Except as otherwise provided in writing by the Members, each Transaction Schedule will be subject to, incorporates, and includes all of the terms of this Agreement.

2.1.36 **Withdrawing Member.** The term "Withdrawing Member" means a Member who withdraws from the Company pursuant to Section 6.6.1.

ARTICLE III
CAPITAL CONTRIBUTIONS

3.1 **Initial Capital Contributions.** Each Original Member has contributed to the Company such sums as are set forth on exhibit "A" hereto in immediately available funds ("Initial Capital Contribution").

3.2 **Additional Capital Contributions.**

3.2.1 **Mandatory Contributions.** Each Member shall make the additional capital contributions referenced on exhibit "A" as and when required pursuant to the terms set forth on exhibit "A".

3.2.2 **Timing of Additional Contributions.** Each Member shall have the option to continue to the Company, at such times as are determined by the Manager upon at least thirty days' prior written notice to the Members, such Member's proportionate share of any Capital Contributions, as may be called by the Manager from time to time ("Additional Capital Contributions"). For purposes of Section 3.2, a Member's proportionate share of Additional Capital Contributions at any time shall be equal to such Member's Percentage Interest at the time such Additional Capital Contribution is called by the Manager.

3.2.3 **Adjustments to Members' Capital Accounts and Percentage Interest.** Capital may be called in the form of additional equity to be made as Additional Capital Contributions in such amounts as may be determined by the Manager from time to time. No Members shall be required to make Additional Capital Contributions. If a Member makes an Additional Capital Contribution, its Capital Account shall be increased in the manner provided by Section 3.3 and, when any Additional Capital Contribution is made, all Members' Percentage Interests shall be predetermined as follows: Each Member's Percentage Interest

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shall at any time be equal to the percentage equivalent of a fraction, the numerator of which is the aggregate amount of all Capital Contributions made by all Members through such date.

3.3 **Maintenance.** The Company shall maintain a Capital Account for each Member. The Capital Account of each Member shall be credited with the Initial Capital Contributions made by the Member, which amount shall be (a) increased by an Additional Capital Contribution made by the Member and any Profit allocated to Member pursuant to Sections 4.2 and 4.4; and (b) decreased by the amount of cash and the fair market value of any Company Property distributed to the Member pursuant to Section 4.4 and Losses allocated to the Member pursuant to Sections 4.3 and 4.4.

The Capital Account of a Member shall be debited for any distribution made to the Member in the year in which the distribution is made.

3.3.1 **Transaction Capital Accounts.** The Company shall maintain a separate Capital Account for each Member with respect to each Transaction set forth on a separate schedule attached to this Operating Agreement. The Transaction Capital Accounts of each Member for each specific Transaction will be aggregated for purposes of determining that Member's Capital Account and Distributions of Cash Available for Distribution set forth in Article IV for any Company Fiscal Year.

3.3.2 **Non-Cash Capital Contributions.** All Capital Contributions shall be in the form of cash, unless the Members approve the Company's acceptance of Capital Contributions in a form other than cash. If a Member makes, and the Company accepts, a Capital Contribution in a form other than cash, the Capital Account of the Member shall be increased by the fair market value of the Capital Contribution, as determined by a method adopted by the Manager.

3.3.3 **Compliance with Treasury Regulations.** Capital Accounts shall be maintained in accordance with Treasury Regulation Section 1.704-1(b) and shall be interpreted in a manner consistent with Treasury Regulation Section 1.704-1(b).

3.3.4 **Assignment.** Upon the Transfer of all or any part of a Member's Interest as permitted by this Agreement, the Capital Account of the transferor, or the portion thereof that is attributable to the transferred Interest, shall carry over to the transferee, as prescribed in Treasury Regulation Section 1.704-1(b)(2)(iv).

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3.3.5 **Revaluation.** At such times as may be required or permitted by Code Section 704 and any regulations thereunder, the Capital Accounts shall be revalued and adjusted to reflect the then fair market value of Company Property. The Capital Accounts shall be maintained in compliance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). All allocations of gain resulting from such revaluation shall be made consistently with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and, to the extent not consistent therewith, provisions of Section 4.2 on the allocation of Profit.

3.4 **Interest.** The Capital Accounts shall not bear interest.

3.5 **Loans.** Except as otherwise provided by this Agreement, a Member or any Affiliate of a Member may make a loan to the Company in the event that the Manager has determined to borrow from the Members. A loan by a Member to the Company is not to be considered a Capital Contribution.

3.6 **No Deficit Restoration Obligation.** Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation.

ARTICLE IV
ALLOCATIONS AND DISTRIBUTIONS

4.1 **Distribution of Cash Available for Distribution.** Except as provided in Section 12.5, the Company will distribute all of the Cash Available for Distribution, or property and securities (other than distributions on liquidation of the Company) as and when determined by the Manager, to the Members in the following order:

4.1.1 First, a Minimum Distribution to each Member with respect to and for each Fiscal Year of the Company during which the Company allocates net Profits to the Members. There can be no assurance, however, that such a distribution will be made, or if made, will fully satisfy a Member's tax liabilities attributable to allocations of taxable income hereunder. If the Company does not have sufficient cash, securities, or other property to make a Minimum Distribution to all Members, the Company will make such distribution of cash, securities, or other property to the Members pro rata in proportion to their respective Minimum Distribution due under this Section 4.1.1. Any Minimum Distribution received by a Member shall be credited against and reduce the amount of distributions that such Member

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is otherwise entitled to receive under Sections 4.1.2 and 4.1.3 below.

4.1.2 Second, to the Members pro rata in accordance with their actual Capital Contributions made at equal times during the existence of the Company (otherwise first in time, first in right), until the Members have received distributions equal to their Capital Contributions to the Company.

4.1.3 Thereafter, to all of the Members pro rata in accordance with their Percentage Interests.

The Members agree that, except to the extent set forth on a Transaction Schedule, the Manager may distribute property in-kind to one or more Members as the Manager determines in its sole discretion. The Members further agree that distributions under Sections 4.1.2 and 4.1.3 will be made on Transaction-by-Transaction basis to the extent set forth on a separate specific Transaction Schedule for each such Transaction. Distributions to each Member with respect to specific Transactions will be aggregated for purposes of determining total distributions for any Company Fiscal Year.

4.2 **Allocation of Profits.** After giving effect to the special allocations set forth in Section 4.4 hereof, Profit for any Company Fiscal Year shall be allocated to the Members in accordance with their Percentage Interests.

4.3 **Allocation of Losses.** After giving effect to the special allocations set forth in Section 4.4 hereof, Losses for any Company Fiscal Year shall be allocated to the Members in accordance with their Percentage Interests.

4.4 **Special Allocations.**

4.4.1 Transaction Allocations. The Members intend to utilize the Company for a number of separate and distinct Transactions, as provided in Section 5.6.2 and otherwise in this Agreement. The Members may make special allocations of Profits and Losses from time to time as determined by the Members with respect to specific Transactions pursuant to the terms set forth on a separate and specific Transaction Schedule attached to this Agreement. Allocations to each Member with respect to specific Transaction will be aggregated for purposes of allocating Profits and Losses for any Company Fiscal Year.

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4.4.2 **Minimum Gain Chargeback.** Notwithstanding any other provision of this Agreement, if there is a net decrease in Company minimum gain [as defined in Regulations Section 1.704-2(d)(2)], items of income and gain shall be allocated to all Members in accordance with Regulations Section 1.704-2(f), and such allocations are intended to comply with the minimum gain chargeback requirements of Regulations Section 1.704-2 and shall be interpreted consistently therewith.

4.4.3 **Section 704(c) Allocation.** Solely for federal, state, and local income tax purposes and not for book or Capital Account purposes, depreciation, amortization, gain, or loss with respect to property that is properly reflected on the Company's books value that differs from its adjusted basis for federal income tax purposes shall be allocated in accordance with the principles and requirements of Code Section 704(c) and the Regulations promulgated thereunder, and in accordance with the requirements of the relevant provisions of the Regulations issued under Code Section 704(b). For Capital Account purposes, depreciation, amortization, gain, loss with respect to property that is properly reflected on the Company's books at a value that differs from its adjusted basis for tax purposes shall be determined in accordance with the rules of Regulations Section 1.704-1(b)(2)(iv)(g).

4.4.4 **Risk of Loss Allocation.** Any item of Member nonrecourse deduction [as defined in Regulation Section 1.704-2(i)(2)] with respect to a Member nonrecourse debt [as defined in Regulation Section 1.704-2(b)(4)] shall be allocated to the Member or Members who bear the economic risk of loss for such Member nonrecourse debt in accordance with Regulations Section 1.704-2(i)(1).

4.4.5 **Allocation of Excess Nonrecourse Liabilities.** For the purpose of determining each Member's share of Company nonrecourse liabilities pursuant to Regulations Section 1.752-3(a)(3), and solely for such purpose, each Member's interest in Company profits is hereby specified to be such Member's Company Interest.

4.4.6 **Unexpected Allocations and Distributions.** No allocation may be made to a Member to the extent such allocation causes or increases a deficit balance in such Member's Adjusted Capital Account. Notwithstanding any other provisions of this Agreement except Sections 4.4.2 and 4.4.4 hereof, in the event that a Member unexpectedly receives an adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii)

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STATE OF ALA.

(d)(4),(5), or (6) which results in such Member having negative Adjusted Capital Account balance (as determined above), then such Member shall be allocated items of income and gain in an amount and manner sufficient to eliminate, to the extent required by the Regulations, such negative balance in such Member's Adjusted Capital Account as quickly as possible. This provision is intended to satisfy the "qualified income offset" items of the Code.

4.4.7 **Unreimbursed Business Expenses of Members.** From time to time, a Member will require incurring certain expenses related to the trade or business of the Company for which the Company will not reimburse that Member. These expenses included, but are not limited to: (a) use of the Member's personal automobile for Company business; (b) meals and entertainment of persons who are clients or prospective clients of the Company; (c) professional organization dues, licenses, publications, etc. for the Member related to the Company's business; (d) use of a Member's personal computer (including software purchased for business purposes) or other office equipment on behalf of the Company; (e) conventions; or (f) charitable contributions.

Any Member, who has incurred unreimbursed expenditures which that Member has determined are appropriately documented and deductible as expenses related to the trade or business of the Company, shall notify the Treasurer of the Company of the total amount of these expenditures that the Member intends to deduct on their individual return.

The unreimbursed business expenses paid from the personal funds of a Member will be treated, for purposes of this Operating Agreement, as contribution to the capital of the Company with a corresponding allocation of the Company's deductions back to the capital of the contributing Member. It is the responsibility of the Member to maintain records to support any such expenditure.

4.5 **Capital Accounts of Transferred Company Interest.** Upon the transfer of all or any part of a Company Interest as permitted by this Operating Agreement, the Capital Account (or portion thereof) of transferor that is attributable to the transferred interest (or portion thereof) shall carry over to the transferee, as prescribed by Regulations Section 1.704-1(b)(2)(iv)(1).

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4.6 **Transfers During Taxable Year.** All income, gain, loss, and deductions allocable pursuant to Sections 4.2, 4.3, and 4.4 hereof for a Fiscal Year with respect to any Interest which may have been transferred during such year shall be allocated between the transferor and transferee based upon the number of days that each was recognized by the Company as the owner of such Interest, without regard to the results of Company operations during the particular days of such fiscal year and without regard to which cash distributions were made to the transferor or transferee, provided, however, that all income, gain, loss, and deductions so allocated as the result of a capital transaction shall be allocated to the recognized owner of the Interest for the day on which the capital transaction giving rise to such gain occurred.

4.7 **Time of Allocation.** The allocations set forth above shall be made as of the end of each Fiscal Year.

4.8 **Right to Use Alternative Method of Calculations.** Notwithstanding anything else in this Article IV, the Company shall have the right to use a different method of allocating Company income and loss if it is advised by the Company accountant or tax counsel that the method of allocation provided herein violates the Code of Regulations. The Manager shall notify each Member of any change in the method of allocating Company income or loss in accordance with this paragraph promptly after the occurrence thereof.

4.9 **Adjustment of Capital Accounts.** After all allocations for taxable year are made, Capital Accounts shall be adjusted by the Company to the extent necessary to comply with applicable laws, regulations, and administrative pronouncements. The tax allocation provisions of this Operating Agreement are intended to produce final Capital Account balances that are at levels ("Target Final Balances"), which permit liquidating distributions that are made in accordance with such final Capital Account balances to be equal to the distributions that would occur under Section 4.1. To the extent that the tax allocation provisions of this Agreement would not produce the Target Final Balances, the Members agree to take such actions as are necessary to amend such tax allocation provisions to produce such Target Account Balances. Notwithstanding the other provisions of this Operating Agreement, allocations of income, gain, loss, and deduction (including items of gross income, gain, loss, and deduction) shall be made prospectively as necessary to produce such Target Final Balances (and, to the extent such prospective allocations would not effect such

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result, the prior tax returns of the Company shall be amended to reallocate items of gross, gain, loss, and deductions to produce such Target Final Balances).

4.10 **Change in Economic Arrangement.** Notwithstanding any other provision of this Operating Agreement, if the Percentage Interest of any Member is adjusted at any time pursuant to the terms of this Operating Agreement, the Member whose Percentage interest is increased pursuant to such adjustment shall have the right to amend this Operating Agreement to take into account the revised economic arrangement of the Members, but only to the extent required to satisfy the tax allocation rules of Code Section 704 and the Regulations thereunder based on the opinion of legal counsel selected by such Member.

4.11 **Tax Credits.** All tax credits for federal or state income tax purposes shall be allocated in the same manner as Losses, except as otherwise provided by the Code or Treasury Regulations.

ARTICLE V
MANAGEMENT AND OPERATION

5.1 **Manager.**

5.1.1 **Manager; Power and Authority.** Except as otherwise expressly set forth herein, the management and control of the Company and its business shall be vested exclusively in the Manager and the Manager shall have all the rights, powers, and authority generally conferred under the Act or other applicable law, on behalf and in the name of the Company, to carry out any and all of the objects and purposes of the Company and to perform all acts and enter into, perform, negotiate, and execute any and all leases, documents, contracts, and agreements on behalf of the Company that the Manager, exercising sole discretion, deems necessary or desirable (including, without limitation, any mortgage, promissory note, or other documents evidencing or securing any loan benefiting the Company or Transaction). Except as otherwise expressly set forth herein, the consent or authorization of any Member shall not be required for any lease, document, contract, agreement, mortgage, or promissory note to be valid and binding obligation of the Company.

5.1.2 **Specific Authority.** Without limiting the generality of Subsection 5.1.1 and subject to the terms of Subsection 5.1.3, all Members agree that the Manager shall,

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exercising sole discretion, have the following rights and powers, except to the extent such rights and powers may be limited by other provisions of this Agreement:

(a) The making of any expenditure incurred in connection with the business of the Company;

(b) The use of the assets of the Company in connection with the business of the Company;

(c) The negotiation, execution, and performance of any contracts, conveyances, or other instruments;

(d) The distribution of Company cash other than as required pursuant to any other provision of this Agreement;

(e) The selection and dismissal of employees and outside attorneys, accountants, consultants, and contractors, and the determination of their compensation and other terms of employment or hiring;

(f) The maintenance of insurance for the benefit of the Company and the Members;

(g) The control of any matters affecting the rights and obligations of the Company, including the conduct of litigation and incurring of legal expense and the settlement of claims and litigations;

(h) The indemnification of any person against liabilities and contingencies to the extent permitted by law;

(i) The making or revoking of the elections referred to in Code Section 754 or any similar provision enacted in lieu thereof, or any corresponding provision of state tax laws (and each Member will, upon request of the Manager, supply the information necessary to properly give effect to such elections);

(j) The filing of such amendments to the Articles as may be required or as Manager may deem necessary from time to time;

(k) The filing on behalf of the Company of all required local, state, and federal tax returns and other documents relating to the Company.

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5.1.3 **Limitations on Manager's Authority.** The following actions ("Major Decisions") shall require the approval of at least a majority in interest (unless otherwise provided in this Agreement) of all the Members:

(a) Any amendment to this Agreement, which would (i) adversely affect the limited liability of the Members under the Act or under applicable law; or (ii) cause the Company to cease to be treated as partnership for federal or state income tax purposes;

(b) The merger or consolidation of the Company with any other entity;

(c) Any act in contravention of this Agreement;

(d) Do any act which would make it impossible to carry on the ordinary business of the Company;

(e) Possess Company property;

(f) Make any loan to any Member;

(g) Commingle the Company's funds with those of any other Person;

(h) The acquisition, by purchase, lease, or otherwise, or sale of any real property;

(i) The giving, granting, or entering into any options or sale contracts, mortgages, liens, other encumbrances, or pledges on or with respect to the Property, other than any easement, license, or right-of-way for purposes of acquiring services for the Property desirable in the conduct of the business of the Company;

(j) Except for making borrowings from Members obtaining, accepting, increasing, modifying, refinancing, consolidating, or extending any loan or loan commitment;

(k) Admission of any new Members;

(l) Except as set forth in Section 5.8 below, entering into any agreement with any Member or affiliate of any

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Member or amending or terminating any such agreement that has previously been approved.

Any deadlock with respect to a Major Decision shall be resolved as provided in Article X hereof.

5.1.4 **Appointment of Manager.** The Members hereby appoint David Parker as the Manager, until removed in accordance with the provisions of Section 5.1.5, or until the Manager voluntarily resigns as Manager.

5.1.5 **Removal of Manager.** Any Class "A" Member or Class "B" Member shall have the right to remove the Manager, if (a) it has been finally determined by a court of competent jurisdiction, either at law or equity, that Manager has violated its fiduciary responsibilities to the Members and such violation shall cause a material adverse effect upon the Company; or (b) it has been finally determined by a court of competent jurisdiction, either at law or equity, that Manager has willfully or recklessly breached any material provision of this Agreement and such breach shall have caused or may reasonably be anticipated to cause a material adverse effect upon the Company.

5.1.6 **Substitute Manager.** After the removal of the Manager in accordance with Section 5.1.5, or after the resignation or death of the Manager, a majority of the Members shall select a substitute Manager. Such Substitute Manager shall, upon execution of all necessary agreements, have all the rights and obligations of the Manager under this Agreement.

5.1.7 **Dealings with Members and Affiliates.** Subject to any restrictions contained elsewhere in this Agreement, the Manager may, for, in the name and on behalf of, the Company, enter into agreement or contracts, including employment of any Member or Affiliate (in an independent capacity as distinguished from his or its capacity, if any, as a Member) to undertake and carry out the business of the Company as an independent contractor; and the Manager may obligate the Company to pay compensation for and on account of any such services, provided, however, that such compensation and services shall be on terms no less favorable to the Company than if such compensation and services were paid to and/or performed by Persons who were not Members or Affiliates.

5.2 **Tax Matters Member.**

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5.2.1 **Description of Tax Matters Member.** The Manager, so long as it is a Member, is designated the "tax matters partner" ("Tax Matters Member") as provided in Code Section 6231(a)(7) and corresponding provisions of applicable state law. This designation is effectively only for the purpose of activities performed pursuant to the Code, corresponding provisions of applicable state laws, and under this Agreement.

5.2.2 **Indemnification of Tax Matters Member.** The Company shall indemnify and reimburse the Tax Matters Member for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses, and damages incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Members. The payment of all such expenses shall be made before any distributions are made to the Members hereunder, and before any discretionary reserves are set aside by the Manager. The taking of any action and incurring of any expense by the Tax Matters Member in connection with any such proceeding, except to the extent required by law, is a matter in the sole discretion of the Tax Matters Member, and the provisions hereof limiting the liability of and providing indemnification for the Manager shall be fully applicable to the Tax Matters Member in his capacity as such.

5.3 **Exculpation of Manager.** Neither the Manager, its Affiliates, nor any officer, director, member, partner, principal, shareholder, employee, agent, accountant, or attorney of the Manager or its Affiliate (each of the foregoing, other than Manager, a "Related Party"), shall be liable, responsible, or accountable, whether directly or indirectly, in contract, tort, or otherwise, to the Company to any other Member or any Affiliate thereof for any losses, claims, damages, liabilities, or expenses (collectively, "Damages") asserted against, suffered, or incurred by any of them rising out of, relating to, or in connection with any action taken or omitted by the Manager or any Related Party in good faith and in manner reasonably believed by the Manager or such Related Party to be in or not opposed to the best interests of the Company, including, without limitation, in connection with (a) the management or conduct of the business of the Company or any other Person in which the Company has or had made an investment (debt or equity) or otherwise has or had an interest; and (b) the management and conduct of the business and affairs of the Manager, provided, however, that such action or omission did not constitute gross misconduct or gross negligence or a material breach of the Manager's obligations under this Agreement.

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5.4 **Indemnification of Manager.** The Company shall indemnify the Manager as provided in Article VII below.

5.5 **Reimbursement of Costs.** The Manager shall be entitled to receive from the Company out-of-Company funds available therefore reimbursement of reasonable out-of-pocket expenses expended by the Manager in the performance of its duties hereunder.

5.6 **Other Activities.**

5.6.1 **Concurrent Activities.** Any Member, and any Affiliate, or Related Party thereof, may engage in or possess an interest in other business ventures of any nature or description, independently or with others, whether such ventures are competitive with the Company or otherwise, and the pursuit of such ventures shall not be wrongful or improper, and neither the Company nor any Member shall have any virtue of this Agreement in or to any of such ventures, or in or to the income, gains, losses, or deductions derived or to be derived therefrom.

5.6.2 **No Obligation to Offer: Specific Transactions.** None of the Manager, any Related Party, or any Member shall be obligated to offer or present any particular investment or business opportunity to the Company, even where such opportunity is of character which, if presented to the Company, could be taken and exploited by the Company, but rather the Manager, Related Parties, and the Members shall have the right to take for their own account or to recommend to others any such particular investment or business opportunity. Notwithstanding anything to the contrary herein, the Manager or any Member may present any such opportunity to the Company as a Transaction for the Company to pursue or participate as an investor, broker, advisor, consultant, or otherwise. In such event, if the economic interests of the Members (the Manager, if applicable) vary from the allocations of Profit and Loss set forth herein, the Members (and Manager if applicable) will execute a separate Transaction Schedule for each such Transaction to the extent necessary to modify the rights of the parties therein.

5.6.3 **Time Commitment.** The Manager and its principals will devote so much of their time to the business of the Company as, in their sole discretion, will be required for the proper performance of their duties under this Agreement, and it is expressly understood and agreed that the Manager and its principals shall not be required to devote their entire time to the business of the Company.

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ARTICLE VI
MEMBERS

6.1 **Rights of Members.** In addition to the other rights to which Members are entitled pursuant to the Act or the Articles, the Members shall have the right to vote on the matters, which are required by this Agreement to be approved by the Members.

6.2 **Restrictions on Powers.** Except as set forth in this Operating Agreement, no individual Member, agent, or employee has the power or authority to act on behalf of or to bind the Company or any other Member, to pledge the Company's credit, or to render the Company liable pecuniary for any purposes. A Member shall not take any action, which would change the Company to a general partnership, change the limited liability of a Member, or affect the status of the Company for federal income tax purposes.

Notwithstanding, the Manager may authorize any Member to execute one or more agreements, or to take any other action specifically authorized by the Manager, on behalf of the Company. All such authorizations must be in writing, signed by the Manager.

6.3 **Member's Other Rights.** A Member shall also have the following rights in addition to all other right under the Act as set forth in this Operating Agreement:

6.3.1 **Right to Inspect and Copy Certain Company Records.** Each Member may inspect and copy, during ordinary business hours, at the reasonable request and expense of such Member, any of the Company records required to be kept at the Company's principal place of business pursuant to Section 8.1 of this Agreement.

6.3.2 **Right to Obtain Information Regarding Financial Condition.** A Member shall have the right from time to time, upon reasonable demand, to obtain true and full information regarding the state of the business and financial condition of the Company.

6.3.3 **Right to an Accounting.** A Member shall have the right to have an accounting of the affairs of the Company whenever circumstances render it just and reasonable, but no more often than semi-annually.

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6.3.4 **Potential Acquisition of the Company.** If at any time any Member or one of the Members is approached by any person or entity which desires to (a) acquire all the equity interests of the Company; (b) merge or consolidate with the company; or (c) acquire substantially all of the assets of the Company (a "Sale Transaction"), each Member shall promptly be informed of all material facts related thereto. The Company shall not enter into a definitive agreement providing for a Sale Transaction, or a letter of intent, or other document which preludes the Company (either temporarily or permanently) from accepting an offer from a Member to enter into a Sale Transaction until such time as the definitive agreement, letter of intent, or other document has been made available at the principal office of the Company after notice to each Member, either by telephone, facsimile, or other means of delivery reasonably expected to reach such Member within twenty-four hours, and forty-eight hours have passed since notice of the proposed definitive agreement, letter of intent, or other document has been given to all Members.

6.4 **Meetings.**

6.4.1 **Regular Meetings.** Regular Meetings of the Members shall be held on such dates, at such times, and at such places as may be established by, and publicized among, the Members. Not less than thirty days', not more than sixty days' notice of a regular meeting shall be given to each Member. Notice shall specify the place, day, and hour of the meeting and shall include an agenda of the matters to be considered at such meeting.

6.4.2 **Special Meetings.** A special meeting may be called for any purpose or purposes by any Member or Members holding at least ten percent of the Percentage Interests and shall be held on such date, at such time, and at such place as may be established by the Member or the Members, as the case may be, calling the special meeting. Not less than seven days', not more than fifteen days' notice of any special meeting shall be given to each Member. Notice shall specify the place, day, and hour of the meeting and shall include an agenda of the matters to be considered at such meeting.

6.4.3 **Emergency Meetings.** An emergency meeting may be called for any purpose or purposes by any Member or Members holding at least ten percent of the Percentage Interests and shall be held on such date, at such time, and at such place as may be established by the Member or the Members, as the case may

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be, calling the emergency meeting. Twenty-four hours' notice of any emergency meeting shall be given to each Member. The purpose or purposes for which an emergency meeting is called shall be stated in the notice.

6.4.4 **Quorum.** Except as otherwise set forth in this Operating Agreement, at any meeting, Members representing at least a majority of the Percentage Interests shall constitute a quorum for all purposes. If a quorum fails to attend any meeting, the Members present may adjourn the meeting to another date, time, and place with notice to the Members given in the same manner as for an Emergency Meeting. Each Member shall have the right to determine for itself who shall represent it at meetings of the Members.

6.4.5 **Voting by Members.** Each Member shall be entitled to vote in proportion to such Member's Percentage Interest on all matters submitted to the Members. Except as otherwise provided in this Agreement, all matters submitted to the Members shall require approval by the affirmative vote of Members representing a majority of the Percentage interests. If a Member's interest in the Company stands of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety or otherwise, or if two or more persons have the same fiduciary relationship respecting the Member's interest in the Company, unless the Secretary of the Company is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts in respect to voting shall have the following effect:

(a) If only one votes, his/her act binds all;

(b) If more than one vote, the act of the majority so voting binds all;

(c) If more than one vote, but the vote is evenly split on any particular matter, each fraction may vote the Member's interest in question proportionately. If the instrument so filed shows that any such tenancy is held in unequal interests, a majority or even split in interest.

6.4.6 **Waiver of Notice.** Whenever notice is required to be given to a Member, (a) a waiver in writing signed by a Member, whether before or after the time stated in the notice, is equivalent to giving of notice; and (b) a Member's attendance

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at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless such Member at the beginning of the meeting objects to holding, to transacting business at, the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, if any, unless such person objects to considering the matter when it is presented.

6.4.7 **Participation by Conference Telephone.** The Members may participate in a meeting by means of conference telephone or other similar communications equipment that enables all the Members participating in the meeting to hear each other. Such participation constitutes presence in person at the meeting.

6.4.8 **Written Consents.** Action may be taken by the Members without a meeting if all of the Members consent to such action in writing, and the writing or writings are filed with the minutes of the proceedings of the Members. Any consent of the Members may be executed in counterparts. Each counterpart shall constitute an original, and all the counterparts together shall constitute a single consent of the Members.

6.5 **Limitation of Liability.** Notwithstanding anything else contained in this Agreement, a person who is a Member is not liable solely by reason of being a Member under judgment, decree, order of court, or in any other manner, for a debt, obligation, or liability of the Company (whether arising in contract, tort, or otherwise) or for the acts or omissions for any other Member, agent, or employee of the Company.

6.5.1 **Member Has No Exclusive Duty to Company.** No Member shall be required to manage or be involved in the affairs of the Company as its, his, or her sole and exclusive function and it, he, or she may have other business interests and may engage in other activities in addition to those relating to the Company.

6.5.2 **Other Business Ventures of Member.** Any Member or Affiliate of a Member may engage independently or with others in other business ventures of every nature or description. Neither in the Company nor any Member shall have any right by virtue of this Operating Agreement or the relationship created hereby in or to any other ventures or activities in which any Member or Affiliate of a Member is involved or to the income or proceeds derived therefrom. The pursuit of other ventures and activities by Members and Affiliates of a Member is hereby consented to by the Members and shall not be deemed wrongful or improper. No Member or Affiliate of a Member shall be obligated to present

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any particular business or investment opportunity to the Company even if such opportunity is of a character which, if presented to the Company, could be taken by the Company. See Section 5.6.2 above with respect to Transactions offered to the Company.

6.6 **Withdrawal.**

6.6.1 **Withdrawal Upon Notice.** A Member may withdraw from the Company at any time by sending at least ninety days' prior written notice of such Member's intent to withdraw to the other Members. Such notice shall state the effective date of the withdrawal. A Member who withdraws shall be referred to as a "Withdrawing Member".

6.6.2 **Obligations Following Withdrawal.** Withdrawal from the Company, in and of itself, shall under no circumstances relieve a Member of its obligations: (a) to fulfill its contractual obligations to the Company or to others incurred or accepted prior to the Members' providing notice of its intent to withdraw from the Company; or (b) to comply with its obligations under Section 14.1.

ARTICLE VII
INDEMNIFICATION

7.1 **Indemnification.** The Company shall indemnify and hold harmless any Person and their Affiliates who was or is a party to or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he/she is or was a Manager or Member or officer of the Company, or is or was serving the Company with a contractual commitment of indemnification, against expenses (including attorney's fees reasonable for the city of the principal office of the Company), losses, costs, damages, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself create a presumption that the Person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the

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interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

The Company shall indemnify and hold harmless any Person and their Affiliates who was or is a party to or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that it, he, or she, or was Manager, a Member or officer of the Company, against expenses (including attorney's fees reasonable for the city of the principal office of the Company) and amounts paid in settlement actually and reasonably incurred by him/her in connection with the defense or settlement of the action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the interests of the Company; except that no indemnification shall be made in respect of any claim, issue, or matter as to which such Person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Company or as to which such Person shall have been adjudged to be liable on the basis that personal benefit was improperly received by him/her unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, the Person is fairly and reasonably entitled to indemnity for such expenses which court shall deem proper.

To the extent that a Manager, Member, or officer of the Company or any other person serving the Company with a contractual commitment of indemnification has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to herein, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses, including attorney's fees reasonable for the city of principal office of the Company, actually and reasonably incurred by him/her in connection with the action, suit, or proceeding.

7.2 **Authorization by the Members.** Any indemnification hereunder shall be made by the Company upon the occurrence of either one of the following: (a) authorization in the specific case upon a determination that indemnification of the Manager, Member, officer, or other person serving the Company with a contractual commitment of indemnification is proper in the circumstances because he/she has met the applicable standard of conduct set forth in this Article VII; or (b) issuance of a

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final court judgment or order requiring indemnification or stating that it would be lawful in the specific case. The determination described in Section 7.2(a) shall be made by the Members by a vote of Members holding at least two-thirds of the Percentage Interests.

7.3 **Cooperation of Indemnity.** Any Person seeking indemnification pursuant to this Article VII shall promptly notify the Company of any action, suit, or proceeding for which indemnification is sought and shall in all ways cooperate fully with the Company and its insurer, if any, in their efforts to determine whether or not indemnification is proper in the circumstances, given the applicable standard of conduct set forth in this Article VII.

Any Person seeking indemnification pursuant to this Article VII other than with respect to (a) a criminal action, suit, or proceeding; or (b) an action, suit, or proceeding by or in the right of the Company, shall (i) allow the Company and/or its insurer the right to assume direction and control of the defense thereof, if they elect to do so, including the right to select or approve defense counsel; (ii) allow the Company and/or its insurer the right to settle such actions, suits, or proceedings at the sole discretion of the Company and/or its insurer; and (iii) cooperate fully with the Company and its insurer in defending against, and settling such actions, suits, or proceedings.

7.4 **Advance of Expenses.** Expenses incurred in defending a civil or criminal action, suit, or proceeding brought other than by the Company shall be paid by the Company in advance until earlier to occur of (a) the final disposition of the action, suit, or proceeding in the specific case; or (b) a determination by the Members that indemnification is not proper under the circumstances because the applicable standard of conduct set forth in Article VII has not been met. Expenses incurred in defending a civil or criminal action, suit, or proceeding brought by the Company may be paid by the Company in advance of final disposition of the action, suit, or proceeding, as authorized by the Members in their sole discretion in the specific case. Any advance of expenses shall not commence until receipt by the Members of an undertaking by or on behalf of the individual seeking such advance to repay any advanced amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Company as authorized in this Article VII.

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7.5 **Non-Exclusivity.** The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Act, the Articles, or this Operating Agreement, or any agreement, vote of Members or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to Person who has ceased to be a Member, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such Person.

7.6 **Insurance.** The Company may purchase and maintain insurance on behalf of any Person who is or was a Member, officer, employee, or agent of the Company, or was serving the Company with a contractual commitment of indemnification, or is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Company would have the power to indemnify him/her against such liability under provisions of the Act, as amended from time to time.

7.7 **Additional Indemnification.** The Company may provide further indemnity, in addition to the indemnity provided by this Article VII to any Person who is or was a Manager, Member, or officer of the Company, or is or was serving the Company with a contractual commitment of indemnification, or is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, provided that no such indemnity shall indemnify any Person from or on account of such Person's conduct which finally adjudged to have been knowingly fraudulent, deliberately dishonest, or will misconduct.

7.8 **Set-off.** The Company's indemnity of any Person who is or was a Manager, Member, or officer of the Company, or is or was serving the Company with contractual commitment of indemnification, or is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, shall be reduced by any amounts such Person may collect as indemnification (a) under

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any policy of insurance purchased and maintained on his/her behalf by the Company; or (b) from such other limited liability company, corporation, partnership, joint venture, trust, or other enterprise, or from insurance purchased by any of them.

7.9 **Limitation.** Nothing contained in this Article VII, or elsewhere in this agreement, shall operate to indemnify any Manager, Member, officer, or other Person if such indemnification is for any reason contrary to law, either as a matter of public policy, or under the provisions of the Federal Securities Act of 1933, the Securities Exchange Act of 1934, or any other applicable state or federal law.

7.10 **Constituent Entities.** For purposes of this Article VII, references to "the Company" include all constituent entities absorbed in a consolidation or merger as well as the resulting or surviving entity so that any Person who is or was a member, manager, director, officer, employee, or agent of such a constituent entity or was serving at the request of such constituent entity as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise shall stand in the same position under provisions of this Article VII with respect to the resulting or surviving entity in the same capacity.

7.11 **Amendment.** This Article VII may be hereafter amended or repealed, provided, however, that no amendment or repeal shall reduce, terminate, or otherwise adversely affect the right of a Person entitled to obtain indemnification hereunder with respect to acts or omissions of such Person occurring prior to the effective date of such amendment or repeal.

ARTICLE VIII
BOOKS, ACCOUNTING, AND REPORTS

8.1 **Books and Records.** The Company shall maintain appropriate books and records with respect to the business and affairs of the Company. The Company shall keep its books and records at the principal office of the Company. Such books and records shall include, without limitation, the following:

(a) A current and a past list, setting forth the full names and last known addresses of each Member, set forth in alphabetical order;

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(b) A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or amendments have been executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years or such longer period as may be required by law, or, if such returns and reports were not prepared for any reason, copies of the information and records provided to, or which should have been provided to, the Members to enable them to prepare their federal, state, and local tax returns for such period;

(d) Copies of the current effective Company operating agreement, together with all amendments thereto, and copies of any Company operating agreements no longer in effect;

(e) Copies of any financial statements of the Company for the three most recent years or such longer period as may be required by law;

(f) A writing setting forth the amount of cash and a statement of the agreed value of other property or services contributed by each Member, and the times at which or events upon happening of which additional contributions agreed to be made by the Member are to be made;

(g) Copies of any written promises by a Member to make a Capital Contribution to the Company;

(h) Copies of any written consents by the Members to admit any Person other than an Original Member as a Member of the Company;

(i) Copies of any written consents by the Members to continue the Company upon an event of withdrawal or disqualification of any Member;

(j) Copies of any other instruments or documents reflecting matters required to be in writing pursuant to the terms of this Agreement.

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8.2 **Accounting.** The books and records of the Company shall be maintained on the basis of reasonable accounting methods, consistently applied.

For purposes of determining Capital Accounts, the books and records of the Company shall be maintained in accordance with Code Section 704, this Agreement and, to the extent not inconsistent therewith, generally accepted accounting principals for financial reporting purposes.

Annual financial statements shall be provided to the Members.

8.3 **Fiscal Period.** The Fiscal Period of the Company shall be the calendar year.

ARTICLE IX
TAX MATTERS

9.1 **Taxable Year.** The taxable year of the Company shall be the calendar year.

9.2 **Tax Controversies.** Each Member shall cooperate with the Tax Matters Partner and shall take, or refrain from taking, any action reasonably required by the Tax Matters Partner in connection with any such examination.

9.3 **Taxation as a Partnership.** Neither the Company nor any Manager or Member shall take any action that would cause the Company to be excluded from the application of any provision of Subchapter "K", Chapter 1 of Subtitle "A" of the Code or any similar provision of any state tax laws.

ARTICLE X
ASSIGNMENT OF MEMBERSHIP INTERESTS

10.1 **Right of First Refusal.** If a Member desires to sell part or all of its Interest in the Company to a third party, the Member ("Selling Member") must send notice to the other Members of such and send with that notice a copy of a bona fide legally binding contract to purchase, which contract shall be contingent on this right of first refusal. The other Members have the option within fifteen days after receipt of such notice to exercise this right to purchase all of the Selling Member's Interest in the Company, by sending written notice of such option to the Selling Member. Upon exercise of the option to purchase, the purchasing Members shall purchase all of the

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interest the Selling Member is selling to the third party in the Company within thirty days after notification to the Selling Member of the exercise of the option, and such purchase shall be at the price and for the terms set forth in the notice and bona fide contract. As an alternative, if the Selling Member is selling less than all of its interest in the Company, the other Members have the option to join with the Selling Member and sell the same portion of their Interest in the Company that the Selling Member is selling, by sending written notice of such option to the Selling Member, within fifteen days after receipt of notice from the Selling Member that the Selling Member plans to sell less than all its Interest. If neither option is exercised, the Selling Member shall be free to sell its Interest, subject to the other provisions of this Article XI, according to the notice within sixty days after giving the initial notice, but if not so sold within that time frame, the Selling Member cannot otherwise sell Interest without complying with the provisions of this section again.

10.2 **Right to Purchase under Other Circumstances.** If a Member (a) fails to make any capital contribution when due and does not cure such default within sixty days; (b) allows a transfer or attempted transaction in violation of Section 10.4 and 10.5; or (c) becomes bankrupt (hereinafter all referred to as a "Defaulting Member"), then the other Members have the option to purchase all of the Defaulting Member's Interest in the Company within sixty days after receiving notice of such event from the Defaulting Member or after learning through actual personal knowledge of such event. That option shall be exercised by the other Members in writing to the Defaulting Member and any legal representative or successor-in-interest of the Default Member known to the purchasing Members. Upon exercise of the option to purchase, the purchasing Members shall purchase all the Defaulting Members' interest in the Company within sixty days after notification to the Defaulting Member of its legal representative or successor-in-interest of the exercise of the option. The Purchase Price is that set out in Section 10.3 below.

10.3 **Purchase Price and Payment Thereof.** The Purchase Price as referred to in Section 10.2 of this Agreement shall be the Member's Percentage Interest, whose Percentage Interest is being purchased, times the value of the entire Company.

The value of the Company will be determined by a qualified independent appraiser selected by the independent auditors of the Company. The appraiser will value the Interest being

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purchased by applying the discounts and other factors deemed appropriate by the appraiser in their sole discretion.

If the Company or remaining Members elect to purchase a Member's Interest under Section 10.1 and 10.2, those Members remaining, other than the Member whose Interest is being purchased, may vote, by Members holding at least two-thirds of the Percentage Interests, to either (a) dissolve and liquidate the Company as to provided below; or (b) redeem the Selling Member by delivering to that Member twenty-five percent of the purchase price determined for that Member's Interest, and a promissory note for the balance, payable in quarterly installments of principal and accrued interest at the rate below, for a term not to exceed five years, as determined by the remaining Members in their sole discretion. Any such promissory note shall bear interest at the legal rate for the State of Alaska. This note shall be secured by the assets of the Company but will be nonrecourse to the Members. The Company shall have the right to prepay this amount in whole or in part at any time. If two or more Members are receiving payments for their purchased interest by the Company, the Company may, at its option, limit the total quarterly payment, notwithstanding the foregoing, to the net cash flow, less working capital reserves reasonably determined necessary by the Members, each quarter.

If the Company exercises the option to liquidate, no Member, or former Member holding a note as provided above, shall have the right to additional payments from the Company, and the Company and the Members shall cooperate in selling the property with/without a real estate broker. In no event shall the property be sold to any Member or any entity in which a Member has an economic interest or option to have an economic interest, without the consent of all interested Members. The Company shall, to the extent of its assets, pay in full the principal balance of the note(s) outstanding, before distributing the remaining assets to the current Members.

There shall be subtracted from the Purchase Price any net amount owed by the Defaulting or Selling Member to the Company or the remaining Members, plus any damages caused, including reasonable attorney's fees, excess interest costs, or otherwise caused by the Defaulting Member's breach of the terms of this Agreement.

The Selling Member shall deliver a warranty assignment of its Interest, free and clear of all claims of others.

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10.4 **Prohibitions on Assignments and Transfers.** Notwithstanding any other provision of this Operating Agreement, no Member may assign or otherwise transfer the Membership Interest of the Member unless:

10.4.1 **Consent to Other Members.** Members representing two-thirds of the Percentage Interests owned by the non-transferring Members in the Company must have consented in writing to such transfer or assignment. A Member may grant or withhold the Member's consent, in the Member's sole discretion.

10.4.2 **Agreement by Assignee or Transferee.** The Members and Assignee must have executed and delivered such documents as may be required by this Agreement to evidence that the Assignee is bound by this Agreement.

10.4.3 **Opinion of Counsel.** The Company must have received, or waived the receipt of, an Opinion of Counsel that such assignment or transfer would not materially adversely affect the classification of the Company as a partnership for federal and state income tax purposes, and an Opinion of Counsel or an opinion in a form acceptable to the Company of other counsel acceptable to the Company, that such assignment or transfer could lawfully be made without registration under the Securities Act of 1953 or any state securities law.

10.4.4 **Payment of Costs and Expenses.** The Assignee must have paid all costs and expenses incurred by the Company in connection with admission of the Assignee as a Substitute Member, including, without limitation, reasonable attorney's fees.

10.4.5 **Other Requirements.** The assigning or transferring Member and the Assignee must have fulfilled all of the other requirements of this Agreement.

10.5 **General Conditions of Assignment and Transfer.** The Company is not required to recognize, for any purpose, any assignment or transfer unless and until a duty excluded and acknowledged counterpart of the instrument of assignment, which instrument evidences the written acceptance by the Assignee of all the terms and provisions of this Agreement and represents that such assignment or transfer was made in accordance with all applicable laws and regulations, is delivered to the Company.

Notwithstanding anything else contained in this Agreement, an assignment or transfer of a Membership Interest may not be

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made if such assignment or transfer (a) would violate any applicable laws or regulations; (b) would materially adversely affect the classification of the Company as a partnership for federal or state income tax purposes; or (c) would affect qualification of the Company as a limited liability company under the Act.

Upon an assignment or transfer of a Membership Interest in the Company, the Assignee may apply to become a Substitute Member with respect to the Membership Interest assigned or transferred to the Assignee. The Assignee shall continue to be an Assignee and shall not become a Substitute Member unless and until the conditions of Section 10.4 have been met. An Assignee shall be admitted as a Substitute Member effective on the date on which all such conditions have been satisfied. Any Member who assigns or transfers all of the Membership Interest of the Member shall cease to be a Member of the Company upon the assignment or transfer in, or with respect to, the Company (whether or not the Assignee of such former Member is admitted to the Company as a Substitute Member), provided, however, such Member shall continue to be subject to those obligations imposed upon Withdrawing Members pursuant to Section 6.6.2.

10.6 **Covered Transactions.** Every transaction by which a Member assigns or transfers a Membership Interest, or any interest therein, by operation of law or otherwise, is subject to this Article X. The transactions covered by this Article X include, without limitation, any assignment, disposition, encumbrance, gift, hypothecation, pledge, or sale.

10.7 **Prohibited Transfers Void.** Any purported assignment or transfer in violation of this Article X shall be null and void. If for any reason any such assignment or transfer is not null and void, the Assignee shall not be deemed a Substitute Member and shall have no right to participate in the business or affairs of the Company as a Member, but instead shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which the assigning transferring Member would otherwise be entitled at the time the assigning Member would be entitled to receive the same.

10.8 **Deadlock.** If a Class "A" Member requests that the Class "B" Member approve any action that requires the approval of such Members and the Class "B" Members refused to grant such approval, then the Class "A" Member may declare, in its sole

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discretion, that the Class "A" Member and the Class "B" Members have reached a deadlock with regard to such action ("Deadlock").

10.9 **Buy-Sell Right.** If such Members have reached a Deadlock, the Class "A" Member ("Initiating Member") may initiate the buy-sell procedure herein after described ("Buy-Sell Right") by giving written notice ("Initiation Notice") thereof to the Class "B" Members. The Initiation Notice shall state a purchase price ("Unit Purchase Price") that the Initiating Member designates for a one percent ("Unit") and shall state the Initiating Member is prepared either to purchase the entire Interest of the non-Initiating Member for the Purchase Price (as calculated below) or to sell the entire Interest held by the Initiating Member to the non-Initiating Member for the Purchase Price. The Purchase Price for the applicable Interest shall be calculated by multiplying the unit Purchase Price by the number of Units in such Interest. The non-Initiating Member shall have thirty days after the date of such notice from the Initiating Member to elect to either sell its Interest or buy the Interest of the Initiating Member on the above terms. If the non-Initiating Member does not make any election within said period, it shall be deemed to have elected to sell its Interest on such terms.

The closing of the sale shall take place not less than fifteen days, not more than forty-five days from the end of the said thirty-day period at a time and place designated by the purchasing Member ("Purchasing Member"). As part of the closing, the Purchasing Member shall pay to the selling Member the outstanding balance, if any, of any loans made by the selling Member to the Company. The purchase price shall be paid pursuant to the terms set forth in Section 10.3 above. The selling Member shall deliver a warranty assignment of its Interest free and clear of all claims of others.

If the Purchasing Member fails to purchase the other Member's Interest ("Non-Purchasing Member") on or before the closing date, the Purchasing Member shall be in default hereunder and the Non-Purchasing Member shall have the right, but not the obligation, to purchase the Purchasing Member's Interest for a price equal to fifty percent of the Purchase Price calculated above, the closing of which shall occur on a date to be determined by the non-defaulting Non-Purchasing Member.

10.10 **Release and Indemnification.** As a condition to the closing of the foregoing transactions, the purchasing Member shall deliver or cause to be delivered to the selling Member (a)

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a release of the selling Member by the Company and the Purchasing Member, pursuant to which the Company and the purchasing Member shall release the selling Member from any and all obligations and liabilities with respect to the Company and shall covenant not to sue the selling Member with respect to any such obligations and liabilities, except that such release shall not extend to claims and actions brought against the selling Member with respect to activities of the selling Member beyond the scope of such selling Member's authority as a Member; (b) an indemnification executed by the Company and the purchasing Member benefit of the selling Member, pursuant to which the Company and the purchasing Member shall agree to defend, indemnify, and hold harmless the selling Member from and against any and all loss, costs, expense, and liability arising out of claims and actions brought by third parties against the selling Member beyond the scope of the selling Member's authority as a Member; and (c) a release of the selling Member executed by any and all lenders of the Company, pursuant to which such lenders shall release the selling Member from any and all liability and obligations arising under any notes, mortgages, guarantees, and other loan documents executed in connection with any loans made to the Company.

ARTICLE XI
ADMISSION OF MEMBERS TO THE COMPANY

The Company may admit a Person (other than an Original Member or a Substitute Member) as a Member. A Person may be admitted as a Member under this Article XII only upon (a) approval of such admission and the terms and conditions of such admission, including without limitation, appropriate amendments to this Agreement by the affirmative vote of Members representing two-thirds of the Percentage Interests; (b) an initial capital contribution in an amount determined by Members representing two-thirds of the Percentage Interests; and (c) agreement by Members representing two-thirds of the Percentage Interests as to the necessary amendments to this Agreement to allow for additional membership in the Company.

ARTICLE XII
DISSOLUTION AND LIQUIDATION

12.1 **(Intentionally left blank.)**

12.2 **Dissolution of the Company.** Except as hereinafter provided, the Company shall dissolve upon the occurrence of any of the following events (each an "Event of Dissolution"):

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(a) The occurrence of any event of withdrawal set forth in the Act but only to the extent required by the Act;

(b) The expiration of the term of the Company as provided in Section 1.4; or

(c) Upon the written consent of Members holding two-thirds of the Percentage Interests.

The Company shall thereafter conduct only activities necessary to wind up its affairs, provided, however, that the remaining Member or Members shall have the right to continue the business and affairs of the Company by electing to continue the business and affairs of the Company by the affirmative vote of Members representing two-thirds of the Percentage Interests of the remaining Members, and if there remains only one Member, causing a second Person to be admitted as a Member. The remaining Member or Members shall exercise this right within ninety days after the occurrence of an Event of Dissolution.

12.3 **Election to Continue Company.** If an election to continue the Company is made following an Event of Dissolution, the Company shall continue until the expiration of the term for which it was originally formed or until the occurrence of another Event of Dissolution, in which event remaining Members shall again elect whether to continue the Company pursuant to Section 12.2.

12.3.1 If an election to continue the Company is made following an Event of Dissolution occasioned by the disqualification of a Member pursuant to Section 12.1, then, subject to Section 12.6 and the Disqualified Member's fulfillment of all of its obligations under this Agreement and under any other extant agreements between the Disqualified Member and the Company, the Disqualified Member shall be entitled to receive from the Company, within twenty-four months after the Event of Dissolution, without interest, an amount equal to the Capital Account of Disqualified Member, as of the end of the calendar month immediately preceding the occurrence of the Event of Dissolution, *provided, however,* if a natural person becomes a Disqualified Member as a result of such person's death or mental incompetence, the legal representative of the Disqualified Member shall have the right within ninety days from the date of appointment of such legal representative to elect to either receive the amount to be paid to the Disqualified Member pursuant to this Section 12.3.1 or hold the

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Disqualified Member's Interest in the Company, in which case the Disqualified Member or his legal representative shall be considered an Assignee, not a Member, of the Company and entitled to all of the rights of an Assignee. If the election is not made in writing by the ninety-first day from the date of the appointment of such legal representative, the Disqualified Member or his legal representative shall receive the amount to be paid under this Section 12.3.1.

12.3.2 If an election to continue the Company is made following an Event of Dissolution occasioned by the elective withdrawal of a Member pursuant to Section 12.1, then, subject to Section 12.5 and the Withdrawing Member's fulfillment of all of its obligations under this Agreement and under any other extant agreements between the Withdrawing Member and the Company, the Withdrawing Member shall be entitled to receive from the Company, within twenty-four months after the effective date of withdrawal, without interest, an amount equal to the fair market value of the Interest of the Withdrawing Member, as of the end of the calendar month immediately preceding the effective date of the withdrawal.

12.3.3 If the Members reasonably determine that making the payments to former Members provided in Section 12.3.1 and 12.3.2 would result in an undue burden on the Company and threaten its ability to function as a going concern, then the amounts to be paid to former Members under Sections 12.3.1 and 12.3.2 may be postponed for up to an additional twenty-four months.

The amounts to be paid to a Disqualified Member under Section 12.3.1 and to a Withdrawing Member under Section 12.3.2 shall be exclusive and in lieu of any right of a Member to be paid the fair value of its Interest in the Company under the Act.

12.4 **Method of Winding Up.** Upon dissolution of the Company pursuant to Section 12.2, the Company shall immediately commence to liquidate and wind up its affairs. With the exception of any Disqualified Member or any Withdrawing Member, Members shall continue to share profits and losses during the period of liquidation and winding up in the same proportion as before commencement of winding up and dissolution. The proceeds from the liquidation and winding up shall be applied in the following order of priority:

12.4.1 To creditors, including any Member who is a creditor, to the extent permitted by applicable law, in

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satisfaction of liabilities of the Company (other than liabilities to the Members on account of their Capital Contributions or on account of a Member's withdrawal from the Company) and in satisfaction of the expenses of the liquidation and winding up:

12.4.2 To the Members (other than a Withdrawing Member) in return of their respective Capital Contributions;

12.4.3 To any Withdrawing Member in an account determined in accordance with Section 12.3.2; and

12.4.4 The balance, to the Members (other than a Disqualified Member or a Withdrawing Member) in proportion with their positive Capital Account balances, and if none, in accordance with their relative Percentage Interests.

Unless the Members shall unanimously determine otherwise, all distributions shall be made in cash, and none of the Company Property shall be distributed in kind to the Members unless a distribution of Company Property distributed in kind is distributed pro rata to Members in accordance with their relative Percentage Interests.

12.5 **Limitation on Distributions.** The Company shall not make any distribution to a Member with respect to such Member's Interest in the Company, and no Member shall be entitled to receive any such distribution to the extent that, as determined by the Members, after giving effect to the distributions: (a) the Company would not be able to pay its debts as they become due in the usual course of business; or (b) the Company's total assets would be less than the sum of its total liabilities to which such assets are subject.

12.6 **Filing Articles of Termination.** Upon the completion of the distribution of Company Property as provided in Section 12.4, articles of termination shall be filed as required by the Act, and each Member agrees to take whatever action may be appropriate or advisable to carry out provisions of this Section.

12.7 **Return of Capital.** The return of Capital Contributions shall be made solely from Company Property.

ARTICLE XIII
GENERAL PROVISIONS

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13.1 **Notices.** Any notice or other communication required or permitted to be given to a Member under this Agreement shall be in writing and may be hand delivered, transmitted by telegram or facsimile, or sent by United States certified or registered mail, return receipt requested, postage prepaid, or via Express Mail, or any similar overnight delivery service by addressing same to the Member at the place of business of the Member or to such other address as the Member may designate from time to time and shall be deemed given on the first of the following to occur:

13.1.1 Receipt in the event of hand delivery or transmitted by telegram or facsimile;

13.1.2 Receipt of certified or registered mail, as evidenced by signed receipt; or

13.1.3 One day after the date appearing on the shipping invoice of Express Mail or other similar overnight delivery service.

13.2 **Captions.** All article and section captions in this Agreement are for convenience only and are not intended to affect the construction of this Agreement. Except as specifically provided otherwise, references to "Sections" are to Sections of this Agreement.

13.3 **Pronouns and Plurals.** Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neutral forms, and the similar forms of nouns, pronouns, and verbs shall include the plural and vice versa.

13.4 **Facsimile Signatures.** A facsimile signature of any officer or Member may be used whenever and as authorized by the Members.

13.5 **Reliance upon Books, Reports, and Records.** Unless he/she has knowledge concerning the matter is question which makes his/her reliance unwarranted, each officer and Member shall, in the performance of duties hereunder, be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more employees of the Company whom the officer or Member believes to be reliable and competent in the matter in question; (b) legal counsel, accountants, or other Persons as to matters such officer or Member reasonably believes

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to be within such Person's professional or expert competence; or (c) a committee of Members of which he/she is not a constituent, if such officer or Member reasonably believes that the committee merits confidence.

13.6 **Time Periods.** In applying any provision of this Agreement which requires that an act be done or not done a specified number of days prior to an event or that an act be done during a period of specified numbers of days, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

13.7 **Further Action.** The parties to this Agreement shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

13.8 **Binding Effect.** This agreement shall be binding upon and, inure to the benefit of, the Members and their successors and permitted assignees.

13.9 **Integration.** This agreement constitutes the entire agreement among the Members pertaining to the subject matter hereto and supersedes all prior agreements and understanding pertaining thereto.

13.10 **Amendment.** Any and all amendments to this Agreement must be in writing and approved by the Members in accordance with Section 5.1.3.

13.11 **Waiver.** No failure by any Member to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition.

13.12 **Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the Members, notwithstanding that all such parties are not signatories to the original or the same counterpart.

13.13 **Applicable Law.** This agreement shall be construed in accordance with, and governed by, the laws of the State of Alaska, without regard to its principles of conflict of laws.

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13.14 **Invalidity of Provisions.** If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any request, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby.

13.15 **Arbitration.** Any dispute, controversy, or claim arising out of this Agreement shall be settled by arbitration in accordance with this Section 13.15. Any arbitration under this Section shall be conducted in accordance with the commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place of arbitration is Anchorage, Alaska. The arbitrators shall decide legal issues pertaining to the dispute, controversy, or claim pursuant to the laws of the State of Alaska. Subject to the control of the arbitrators, or as the parties may otherwise mutually agree, the parties shall have the right to conduct reasonable discovery pursuant to the State of Alaska Rules of Civil Procedures. The parties agree that this Agreement involves interstate commerce and is therefore enforceable pursuant to Title 9, United States Code.

13.16 **Representations and Warranties.** Each Member and, in the case of an organization, the Person(s) executing this agreement on behalf of the organization, hereby represent and warrant to the Company and each other that: (a) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state organization and that it has full organizational power to execute and agree to this Agreement and to perform its obligations hereunder; (b) the Member is acquiring this interest in the Company for the Member's own account as an investment without intent to distribute the interest; (c) the Member acknowledges that the interest has not been registered under the Securities Act of 1933 or any other state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of exemptions from such requirements; and (d) the execution and delivery of this Agreement and consummation of the transactions contemplated hereby do not breach or result in a default under any contract or agreement by which the Member is bound.

ARTICLE XIV
CONFIDENTIAL INFORMATION

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14.1 **Acknowledgment.** Each of the Members hereby acknowledges that, in connection with the development and operation of the Company, it may have access to confidential material regarding the operations of the other Members. Each Member agrees that it shall, and it shall cause all Members appointed by such Member to: (a) take all reasonable steps necessary to hold and maintain such confidential information in confidence and not to disclose it to a third party; (b) only use such confidential information for the purpose of developing and operating the Company; (c) only disclose such confidential information in order to its employees and agents who have a need to know such information in order to assist a Member to carry out its responsibilities to the Company; (d) not use such confidential information in a way which would be detrimental to any other Member.

Each Member agrees that, upon the dissolution and termination of the Company, it will return requesting Member, as appropriate, all confidential information of the Member then in its possession and specified in the request. Each Member further agrees to return or destroy all other memoranda, notes, copies, or other writings that contain confidential information on the other Members.

14.2 **Survival.** The provisions of this Article XIV shall apply to each Member, regardless of the status of such Member as a Member in the Company, for a period of two years from the effective date of the termination of the applicable Member's status as a Member in the Company, provided, however, no Member shall be bound by the provisions of this Article XIV beyond the later to occur of (a) two years from the effective date of this Agreement; or (b) the effective date of termination of this Agreement.

IN WITNESS WHEREOF the Original Members have hereunto set respective hands on the date first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

DATED: 11/29/2016

By: David R. Parker

David Parker,
Original Member/Manager

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Date Filed: 09/30/2016
State of Alaska, DCCED

THE STATE
of ALASKA

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

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-9/30/2016 6:18:21 PM

1 - Entity Name

Legal Name: FAT TOPS, LLC.

2 - Purpose

Any lawful purpose.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: David Parker
Mailing Address: PO Box 1462, Sterling, AK 99672
Physical Address: 29008 Whale of a Tail Avenue, Sterling, AK 99672

5 - Entity Addresses

Mailing Address: PO Box 1462, Sterling, AK 99672
Physical Address: 36380 Murray Lane, Soldotna, AK 99669

6 - Management

The limited liability company is managed by a manager.

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7 - Officials

Name	Address	% Owned	Titles
David Parker			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: Lance Wells, Atty.

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Alaska Business License # **1042820**

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STATE OF ALASKA

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

FAT TOPS, LLC.

PO BOX 1462 STERLING AK 99672

owned by

FAT TOPS, LLC.

is licensed by the department to conduct business for the period

October 03, 2016 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

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

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

Chris Hladick
Commissioner

LANCE CHRISTIAN WELLS
Law Offices of Lance Christian Wells, LLC.
733 West 4th Avenue, Suite 308
Anchorage, AK. 99501
www.LanceCWells.com
lwells@gci.net

Phone 907-274-9696 **Fax 907-277-9859**

February 24, 2017 Hand Courier Delivery

Ms. Jane Sawyer,
Business Registration Examiner
Alcohol and Marijuana Control Office
550 W. 7th, Suite 1600
Anchorage, AK. 99501

RE: Fat Tops, LLC.
License Number 11138
Your Letter Dated February 17, 2017

Dear Ms. Sawyer:

Thank you for your letter dated February 17, 2017. Enclosed please find all materials responsive to your requests as follows:

1. MJ-01: Operating Plan: Corrected p.12, Box 1: See attached;

2. MJ-01: Operating Plan: Corrected p.15, Box 1: See attached;

3. MJ-02: Revised Premises Diagram: See attached. Retail store outlined/delineated in pink high lighter.

   The manager's apartment is a restricted access area bound by the regulations and anyone hired for this position will be made aware of this including in writing: No one under 21 years of age will be permitted, all visitors will be logged in, badged, escorted etc. no exceptions.

   The reference to a "lounge," area within the original submitted MJ-02 was in err as it should have read retail store. See attached revised MJ-02 which corrects this.

4. Proof of possession of proposed premises:

   Section VI: This is not a multi-tenant facility. It is a single tenant facility.

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Section XX: Default. See attached signed statement of landlord Sidney W. Strauss dated 2/22/2017, indicating that upon default he will not take possession of the marijuana and will notify AMCO Enforcement immediately.

This should complete all documents requested and changes made pursuant to your letter. Should you have any questions or additional corrections, please do not hesitate to contact me at the above number or address. Thank you for your time and attention to this matter.

Sincerely yours,
Law Offices of Lance C. Wells, LLC.

Lance C. Wells, Esq.

cc: Client

Enclosure

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

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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:	Fat Tops, LLC.	**License Number:**	11138		
License Type:	Standard marijuana cultivation license				
Doing Business As:	FAT TOPS, LLC				
Premises Address:	36380 Murray Lane				
City:	Soldotna	**State:**	AK	**ZIP:**	99669

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	DAVID R. PARKER
Title:	Member/manager

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?

11140 Retail marijuana store

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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.

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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.

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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. ☐

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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.

David R. Parker
Signature of licensee

David R. Parker
Printed name

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

Notary Public in and for the State of Alaska.

My commission expires: 11-4-16

Notary Public
LANCE C. WELLS
State of Alaska
My Commission Expires Jun 18, 2017

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Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

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

What must be covered in an operating plan?

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

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

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

Section 1 – Establishment Information

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

Licensee:	FAT TOPS, LLC.	**License Number:**	11138		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Fat Tops, LLC				
Premises Address:	36380 Murray Lane				
City:	Soldotna	**State:**	ALASKA	**ZIP:**	99669

Mailing Address:	PO Box 1462				
City:	Sterling	**State:**	ALASKA	**ZIP:**	99672

Primary Contact:	David Parker		
Main Phone:	907-953-2470	**Cell Phone:**	907-953-2470
Email:	daveparker907@gmail.com		

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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:

Pursuant to 3AAC 306.710(c)(2) obtain a visitor identification badge before entering the restricted access area; and
(1) Ultra-Electronics 30 MIL CR80 Access security cards will be issued to marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board. Allowing for limited access to restricted areas.
(2) Doors with entrance and exit access to property will be monitored with Honeywell Door contacts that will trip the alarm system in the event a door contact is activated. The system will be active when alarm has been armed.
a. Vivotek USA Inc FD-8169 DomeNetwork Cameras. VIVOTEK's FD-8169 is a economic professional indoor/outdoor dome network cameras in VIVTOTEK's 2MP Lite series which offer up to 15 fps at 2-Megapixel or 30 fps at 1080p resolution. Equipped with a new high resolution image sensor, different from other 2MP cameras, the FD-8169 provides sharper image quality and finer detail. And with powerful 3D Noise Reduction technology and Smart Stream technology the FD-8169 can also optimize resolution for a desired object or area to maximize efficiency of bandwidth usage.
To create the perfect focus required to reap the benefits of higher resolutions, VIVOTEK's FD-8169 provides remote focus with built-in stepping motors and P-iris for precise adjustment remotely. And for providing higher resolution in outdoor and harsh environments, VIVOTEK's FD-8169 series is also armed with IP66-rated housing to help the camera body withstand rain, dust and high pressure water jets from any direction, while its IK10-rated housing provides protection against acts of vandalism or other impacts. Additionally, a wide operating temperature range further improves the FD-8169 performance and reliability in extremely cold or warm weather, even when using PoE. With no visitor badge you cannot enter the restricted areas as well as complying with all visitor badge requirements as set forth below.

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

(1) Ultra-Electronics 30 MIL CR80 Access security cards will be issued to marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board. Allowing for limited access to restricted areas. All other personnel will be issued a non-technological badge limiting their access to restricted access areas.
(2) Visitors will be admitted into the premises in accordance with 3 AAC 306.710(c). All visitors will be required to provide a valid photo identification as outlined by 3 AAC 306.350 to assess age and ability to enter the premises and includes; an unexpired, unaltered passport, an unexpired, unaltered drivers license; instruction permit, or identification card of any state or territory of the United States, the District of Columbia or a province of Canada or an identification card issued by a federal or state agency authorized to issue a driver's license of identification card. If any of the documentation appears to be fraudulent, is not valid or appears suspicious, the individual will be asked to leave the premises and will not be allowed to enter the facility or secure side yard.
Visitors to the premises will be supervised at all times by an authorized employee and no more than five (5) visitors will be allowed per each employee at a time (3 AAC 306.710 (b). All visitors will be required to sign non-disclosure agreements, visitor agreement and will be stored in the visitor record with the following information per 3 AAC 306.755(6); name, date, time in and out, copy of identification and signature of supervising employee. Visitors will include; Marijuana Control Board staff and/or Directors, Peace Officers, Law enforcement personnel, Landlord (as applicable), contracted service personnel vender delivery personnel, potential employees, vender/suppliers and consultants.
Visitor Agreement: Visitors will be given instructions regarding not touching plants/products or entering in any area that the supervising employee has not designated as a visiting area. Visitors will not be allowed to take pictures of the facility unless authorized by management and will sign an agreement attesting to the above information.
Visitors will abide by all sanitation requirements including; entry procedures (i.e. antibacterial procedures, changing into provided coats, footwear, and caps as applicable), exit procedures (i.e. entering changing room, removing provided sanitary clothing, gathering items and immediately exiting the building) and informing company of any illnesses that could affect the sanitation of the overall cultivation facility as applicable to 3 AAC 306.440.
Visitor passes will be provided to individuals over the age of 21 (with valid identification) accessing the building due to marijuana related business. Marijuana establishments delivering or picking up marijuana will be required to provide a valid marijuana handlers card, their marijuana establishments identification badge, will receive a visitors pass and will be escorted by authorized personnel at all times. Identification badges, visitor passes, keys and security codes are issued through the ownership or management team, are the sole property of Fat Tops LLC and can be revoked at any time due to inappropriate use.
Identification badge may not be duplicated or loaned to anyone at any time.

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Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

Section 2, Box 1, Continued response:

With the highly flexible VADP (VIVOTEK Application Development Platform), users can extend the features of this series by adding third-party applications for the FD-8169. Thus, the FD-8169 series is not only equipped with multiple focusing methods and wide temperature range options, but ideal for a wide variety of applications.
Key Features: • 2-Megapixel CMOS Sensor • 15 fps @ 2560x1920, 30 fps @ 1920x1080 • 3 ~ 9 mm, Vari-focal, Remote Focus, P-iris Lens (FD-8169) • Removable IR-cut Filter for Day & Night Function • Built-in IR Illuminators, Effective up to 30 Meters • Smart IR Technology to Avoid Overexposure • Smart Stream to Optimize Bandwidth Efficiency • WDR Enhancement for Unparalleled Visibility in Extremely Bright and Dark Environments • 3D Noise Reduction for Low-light Conditions • Two-way Audio • Video Rotation for Corridor View • Weather-proof IP66-rated and Vandal-proof IK10-rated Housing • Extreme Weather Support with PoE (FD-8169) • VIVOTEK VCA (Video Content Analysis) Support
Certifications: FD-8169: CE, LVD, FCC Class A, VCCI, C-Tick, UL FD-8169 -F3/-EF3: CE, LVD, FCC Class A, VCCI, C-Tick
Operating Temperatures: FD-8169 -T/-F3: Starting Temperature: -10°C ~ 50°C (14°F~ 122°F) Working Temperature: -20°C ~ 50°C (-4°F~ 122°F FD-8169 -ET/-EF3: Starting Temperature: -40°C ~ 50°C (-40°F ~ 122°F) Working Temperature: -50°C ~ 50°C (-58°F ~ 122°F)
System Requirements: Operating System Microsoft Windows 7/8/Vista/XP/2000, Web Browser Mozilla Firefox 7~10 (Streaming only) Internet Explorer 7/8/9/10/11, Other Players VLC: 1.1.11 or above QuickTime: 7 or above.

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Form MJ-01: Marijuana Establishment Operating Plan

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

All visitors will be required to sign in to a log book which will reflect their date of entry, full name (last, first, m.i.), drivers license number or other recognized state or federal ID number, time of entry, time of departure and name of escort. A visitor badge will also be issued upon entry and returned to the business upon their exit.

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

See below:

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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:

Commercial grade exterior lighting will be on all four (4) sides of the building to activate at dust and turn off at dawn in order to illuminate the area for security purposes as well as camera recording during the night time hours.

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

Pursuant to 3 AAC 306.715(c)(2) a security alarm system on all exterior doors and windows; and The Licensed Facility will have
a. Honeywell Intrusion security package installed consisting of the following equipment:4-6160 Keypads (located in main entrance to each building), 3-Aurora PIR motion detectors, Wave2 2-Tone Sounder, 467 Battery, 620 Jack and 621 Cord and additional Commercial Overhead door Contacts.
b. 3 Honeywell sensors with: Advanced ASIC-based processing, Split-zone optics technology, totally silent relay operation, Immune to pets up to 40 lbs, Tamper proof design, PIR motion sensor with an Ultra-low current. All windows will also be monitored for break in
c. 1-Zone Expanders will be utilized for the size and scope of security plan
d. Security system will be monitored by a third-party monitoring agency 24/7. In the event of an alarm activation local law enforcement and the business owner will be notified.

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:

The alarm system will be monitored by a third party agency. Alarm WATCH certifications include IQ Certified Central Station (One of first in nation), UL Certified Facility, UL Certified Operators, SIA Certified Operators., SIA Central Station Trained Instructors, APCO Certified Operators and - FARA and Federal UL 2050. Supporting Alarm Communications and Interactive Service from Every Major Manufacturer
The list includes Connect 24, C24 Interactive, Alarm NET, AES, Uplink, DMP Internet, Tellular, Alarm.com. Based in Maryland with monitoring centers nationwide that are staffed 24 hours a day, 7 days a week. During non-business hours monitoring of all devices (Motion Detectors, door contacts and GE Glass break detectors) within the system will be active and monitored. In the event of a security breach of the licensed premises an exterior as well as interior sounder will be activated immediately, an alarm signal will be received by the monitoring center who will notify security, local law enforcement and the licensee.

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Form MJ-01: Marijuana Establishment Operating Plan

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

Owners, employees, visitors and other individuals will be held to a zero-tolerance policy on the diversion of marijuana (3 AAC 306.715(c)(1)). The electronic tracking system will be used to ensure diversion of marijuana does not occur throughout the normal processes of the cultivation facility. Marijuana will be entered into the system and tracked throughout the cultivation, packaging, testing, disposal and selling process. If the tracking system shows potential diversion of product authorized personnel will initiate an investigation that will include; talking to employees on shift, assessing last log in's to the system and product in question, notifying the Marijuana Control Board and reviewing video feed.
In addition to the above, authorized personnel will randomly check video feed for potential diversion (1x per week), will supervise all visitors and require them to remain in the building until law enforcement arrives if diversion is suspected, restrict access to restricted areas where marijuana or cash are present as well as will provide information pertaining to the consequences of breaking the policy. Consequences include notifying law enforcement, immediate termination, visitor access removal and prosecution of crimes.

Describe your policies and procedures for preventing loitering:

Security and staff will perform routine but unscheduled patrols. Loiterers will be asked to leave when discovered and law enforcement will be called if continued loitering persists.
(2) Fat Tops LLC will operate under a "no loitering" policy that will limit individuals from standing or waiting without purpose on the premises as accordingly under 3 AAC 306.715(c)(2). During business hours employees will be provided training on the importance of limiting loitering and learn skills to verbally remove individuals from the premises. If individuals are unwilling to leave the premises or continue to loiter in the general area, law enforcement/peace officers will be notified and employees will follow the recommendations of law enforcement.
Employees will not engage in discussions with minors or other individuals outside the building about the marijuana establishment, around the establishment or to promote marijuana use to individuals under the age of 21 years. Employees will conduct random parameter checks in order to address loitering issues in a timely manner. The exterior building will have "No Loitering" signs placed on the front of the building as well as on the front fence of the side yard. Loitering will be defined as; to stand or wait around idly or without apparent purpose.

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:

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

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Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

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

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	☑	☐

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Form MJ-01: Marijuana Establishment Operating Plan

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

Security cameras will consist of Vivotek USA Inc FD-8169 Dome Network Cameras and Vivotek USA Inc FE8181/81V Fisheye Network Camera. All security cameras will be positioned in such a manner as to get the most identifiable view of anyone within 20 feet of their line of sight at each entrance and along the exterior and interior of each Restricted Access Area. Cameras will be placed at a height of 12 feet to insure unobstructed viewing of all product, plants and persons insuring all are captured on a maximum clear sight picture. All cameras will have a recording resolution of at least 1920x1080 (2mp)-2560x1920 (5mp), and will can see at night using infrared technology for night time recordings. Vivotek USA Inc FE8181/81V Fisheye Network Cameras will be installed in growing, trimming and processing areas, curing and designated waste processing area to insure 360-degree coverage of the secure areas.

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

Pursuant to 3AAC 306.720(b) Surveillance recording equipment and video surveillance records must be housed in a locked and secure area or in a lock box, cabinet, closet or other secure area that is accessible only to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board. A marijuana establishment may use an offsite monitoring service and offsite storage of video surveillance records as long as security requirements at the offsite facility are at least as strict as onsite security requirements as described in this section
a. The security room, housing all supporting security and camera equipment, will be locked by Access control and Hess electric strikes to insure the integrity of all security supported hardware for the licensed facility.
i. The single entry point will have Access control supported with LED (green-yellow-red) and buzzer options, with temperatures ratings of -23.8°F (-31°C) to 145.4°F (63°C) Certification and Standards of FCC Certification, RSS-210, UL294 and CE Mark Voltage rage of 5 V DC to 16 V DC with Maximum Input current 50 mAh that part of a Honeywell NetAXS-123 Access Control System with Certification and standards of CE and FCC. Only authorized employees, agents of the board, law enforcement members or authorized agents of the company will have access to this equipment.

Location of Surveillance Equipment and Video Surveillance Records:	Yes	No
Surveillance room or area is clearly defined on the premises diagram	☑	☐
Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area	☑	☐
Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board	☑	☐
Video surveillance records are stored off-site	☑	☐

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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)	☑	☐

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Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

Valkyrie Security and Asset Protection Inc.'s electronic video storage is password protected to prevent any alterations. The security system will generate a daily open/close report by user. The access control system will generate a report of authorized or unauthorized access users attempting to enter a restricted access area. All systems are programmed with redundant password lockout protection. The security room housing all supporting security and camera equipment will be insulated and temperature controlled to insure the integrity of all security supported hardware for the licensed facility. This information will be backed up as required and stored off site in a locked safe.

All other records will be maintained on a company computer which is password protected and only accessible by authorized employees. The information/data will be backed up daily and information stored off of premises location in a locked safe. Information/data may also be stored within the "cloud" for added protection/security.

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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:

The business will utilize the Franwell/Marijuana Enforcement Tracking Reporting & Compliance (METRC) inventory tracking system. This is the same tracking system that is required for every Alaska marijuana establishment/licensee holder. It is completely compatible with the state's system as they are one of the same.

Franwell provides licensees with training and certification sessions and webinars to provides a thorough understanding of METRC. All key employees needing to acquire these skills will attend this training and will continue their learning through additional seminars and web training that may become available through Franwell in the future.

Green Bits or MJ Freeway which integrates with Franwell or similar system will be used in out retail store for point of sale (POS) at the registers. Green Bits and MJ Freeway both work closely with Franwell and will be compatible with the SOA system and Franwell.

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STATE OF ALASKA

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

Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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 Hander 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:

Every employee will be required to have a current and valid Alaska Marijuana Handler's card in order to obtain employment. Upon employment, the card will be checked for issuance date and expiration date and the later will be entered in to the company computer so that the expiration date (s) may be tracked in order to ensure no employee has a card that has expired. All persons will be required to take and successfully pass one of the state's required courses for this certification/recertification. In addition, the company will be offering additional training as it becomes available through the private sector in this evolving industry. Furthermore, our corporate attorney Lance C. Wells will keep us informed of any new developments or changes that may occur at state or local levels of government so that we are current of requirements and may exceed these standards as set.

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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:

All wastewater generated during marijuana cultivation, after meeting with members of DEC, it was approved that wastewater be disposed of within our septic system.
As to solid waste, Fat Tops will comply with 3 AAC 306.740. All marijuana will be ground and mixed with an at least equal amount of compostable materials: household trash, paper products etc. We shall give the board at least three days notice in the marijuana inventory tracking system as required under 3 AAC 306.730 before making the waste unusable and disposing of it at the Kenai Peninsula Borough Landfill. Any hazardous or contaminated waste materials will be disposed of at the Hazardous Waste Collection Center (HWCC) at the Kenai Peninsula Borough Landfill. Since fat Tops,LLC, would be producing well under 220 pounds of hazardous waste per month, they would be classified as Conditionally Exempt Small Quantity Generator (CESQG)

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

Common household trash will be used to mix with the unused leaves, stems and roots of the plants. This will consist of paper towels, paper bags and food products as well as other types of biodegradable non-plastic items. They will be mixed and ground together and the marijuana made unusable.

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Form MJ-01: Marijuana Establishment Operating Plan

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

All marijuana waste will be mixed with common house hold garbage consisting of food and paper products 50/50% and will be ground and mulched. It will be rendered unusable. The same will apply to any marijuana that is out of service date or that could fail either internal testing standards or required laboratory testing requirements as required.

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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	☑	☐

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Form MJ-01: Marijuana Establishment Operating Plan

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

Fat Tops will comply with all requirements under 3 AAC 306.750. When marijuana is transported, Fat Tops will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana 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. A complete printed transport manifest on a form prescribed by the board will be kept with the marijuana at all times.

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

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

Valkyrie Security and Asset Protection Inc. use armored staff and vehicles. Their transport staff will secure product in locked containers with tamper resistant locks prior to leaving the licensed facility. All locked containers will be with armed transport staff at all times and only removed from vehicle upon arrival to receiving licensed facility. The tamper resistant locks will only be removed in the presence of an authorized person at the receiving licensed facility. All Products will be checked and entered into the METRC system upon delivery.

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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:

No more than three signs will be utilized. They will either be affixed to the building or within the windows. They will not exceed the 4,800 square inch maximum as allowed. They will depict the company name as well as the company logo.

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

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

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

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

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

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Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:	Agree	Disagree
Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21	☐	☐
On or in a public transit vehicle or public transit shelter	☐	☐
On or in a publicly owned or operated property	☐	☐
Within 1000 feet of a substance abuse or treatment facility	☐	☐
On a campus for post-secondary education	☐	☐

Signage and Promotional Materials:	Agree	Disagree
I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)	☐	☐
The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products	☐	☐
All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)	☐	☐

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

(1) Visitors must present a valid I.D prior to entering the licensed premises. (ie. State Drivers License, State issued I.D. Card, Governments I.D. card or passport). All valid IDs must be unaltered; no other documents will be considered valid.
(2) Any person without valid identification will not be allowed within the licensed premises or any Restricted Access Areas.

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.

David R. Parker
Signature of licensee

David R. Parker
Printed name

Subscribed and sworn to before me this 29 day of November, 2016

OFFICIAL SEAL
PATRICIA M. HIME
NOTARY PUBLIC-STATE OF ALASKA
My Comm. Expires July 15, 2017

Patricia M. Hime
Notary Public in and for the State of Alaska.

My commission expires: July 15 2017

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Palmer, AK. 99645
907-841-2255
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valkyriesap@outlook.com
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Camera Layout
For

Fat Tops LLC.
36380 Murray Lane
Latitude 60.508722
Longitude -150.915571
Soldotna, Alaska 99669

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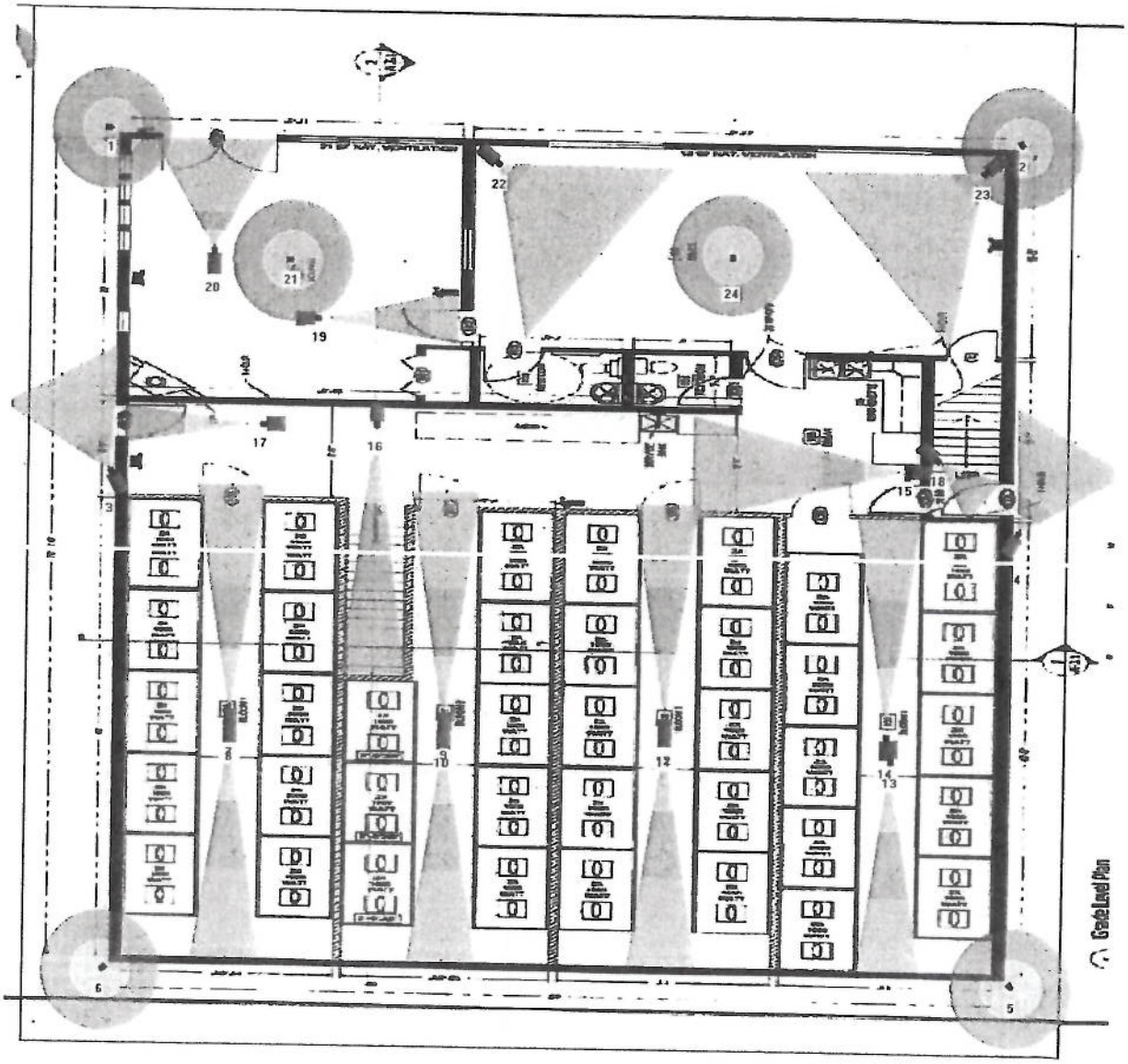
1st Floor Camera Layout



Cameras 1,2,5,6,21 and 24 - Vivotek USA Inc FE8181/81V Fisheye Network Camera. All security cameras will be positioned in such a manner as to get the most identifiable view of anyone within 20 feet of their line of sight at each entrance and along the exterior and interior of each Restricted Access Area. Cameras will be placed at a height of 12 feet to insure unobstructed viewing of all product, plants and persons insuring all are captured on a maximum clear sight picture. All cameras will have a recording resolution of at least 1920x1080(2mp)-2560x1920 (5mp), and will have the ability to see at night using infrared technology for night time recordings.

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Cameras 3 & 4 - VIVOTEK IB8369 is a best-in-class, bullet-style network camera designed for diverse outdoor applications. Equipped with a 2MP sensor enabling viewing resolution of 1920x1080 at a smooth 30 fps, the IB8369 is an all-in-one outdoor camera capable of capturing high quality and high resolution video up to 2 Megapixel. In order to adapt to constantly changing outdoor lighting conditions, the IB8369 features a removable IR-cut filter as well as IR illuminators effective up to 20M for superior image quality around the clock. For protection against harsh outdoor environments, the camera is encased in an IP66-rated housing and weather-proof casing to withstand rain and dust. The IB8369 further strengthens the robustness of the camera by protecting the cable within the bracket.

Cameras 7-20 and 22 and 23 - VIVOTEK FD8169 is an easy-to-use fixed dome network camera specifically designed for indoor security applications with a compact, stylish exterior. Equipped with a 2MP sensor enabling viewing resolution of 1920x1080 at a smooth 30 fps, the FD8169 is an all-in-one camera capable of capturing high quality and high resolution video up to 2 Megapixel. In order to adapt to constantly changing lighting conditions, the FD8169 features a removable IR-cut filter as well as improved IR illuminators effective up to 15M for superior image quality around the clock. Featuring 3D Noise Reduction Technology, it enables the FD8169 to capture clear, polished video under low-light conditions,.which also helps to reduce bandwidth from sensor noise. The FD8169 supports the industry-standard H.264 compression technology, drastically reducing file sizes and conserving valuable network bandwidth. With H.264, and MJPEG compatibility both included, multiple streams can be simultaneously transmitted in any of these formats at different resolutions, frame rates, and image qualities for versatile platforms. Thereby it further optimizes bandwidth and storage efficiency. Incorporating a number of advanced features standard for VIVOTEK cameras, including tamper detection, 802.3af compliant PoE, MicroSD/SDHC/SDXC card slot, and VIVOTEK's 32-channel recording software, the FD8169 is the ideal solution for your indoor surveillance needs.

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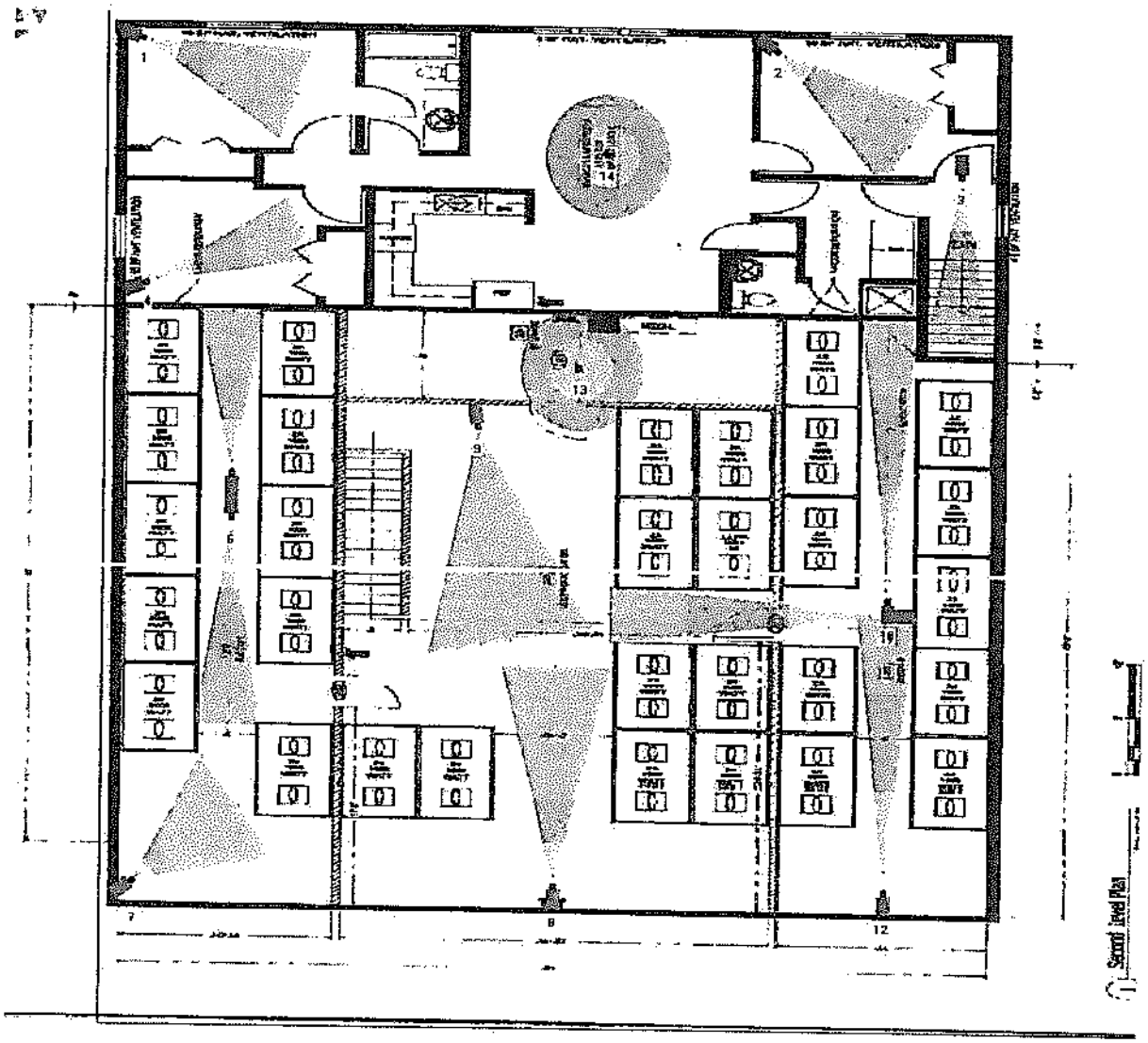
Second Floor Camera Layout



Cameras 1-12 - VIVOTEK FD8169 is an easy-to-use fixed dome network camera specifically designed for indoor security applications with a compact, stylish exterior. Equipped with a 2MP sensor enabling viewing resolution of 1920x1080 at a smooth 30 fps, the FD8169 is an all-in-one camera capable of capturing high quality and high resolution video up to 2 Megapixel. In order to adapt to constantly changing lighting conditions, the FD8169 features a removable IR-cut filter as well as improved IR illuminators effective up to 15M for superior image quality around the clock. Featuring 3D Noise Reduction Technology, it enables the FD8169 to capture clear, polished video under low-light conditions, which also helps to reduce bandwidth from sensor noise. The FD8169 supports the industry-standard H.264 compression technology, drastically reducing file sizes and conserving valuable network bandwidth. With H.264, and MJPEG compatibility both included, multiple streams can be simultaneously transmitted in any of these formats at different resolutions, frame rates, and image qualities for versatile platforms. Thereby it further optimizes bandwidth and storage efficiency. Incorporating a number of advanced

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Cameras 13 &14 - Vivotek USA Inc FE8181/81V Fisheye Network Camera. All security cameras will be positioned in such a manner as to get the most identifiable view of anyone within 20 feet of their line of sight at each entrance and along the exterior and interior of each Restricted Access Area. Cameras will be placed at a height of 12 feet to insure unobstructed viewing of all product, plants and persons insuring all are captured on a maximum clear sight picture. All cameras will have a recording resolution of at least 1920x1080(2mp)-2560x1920 (5mp), and will have the ability to see at night using infrared technology for night time recordings.

All Video Surveillance will be captured using VIVOTEK's ND9441 and ND9541 are the brand new H.265 Linux-based embedded standalone NVRs. Equipped for up to 16-CH/ 32-CH network cameras, the NVRs feature well-built ONVIF compliant and scalable configuration with VAST CMS empowering users to set up and manage advanced IP surveillance systems with ease. Both NVRs also support remote and mobile access, via EZConnect and iViewer app, for both iOS and Android handheld devices, providing users an open, flexible and intelligent NVRs for seamless use in small to medium sized video surveillance applications.

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Security Protocol

This facility is equipped with a state of the art security system. As an employee of FAT TOPS LLC. you will be required to follow strict protocol when present on these premises Employees who violate this Standard Operating Guideline will be subject to Disciplinary Action, up to and including Termination from FAT TOPS LLC.

The security system in place is for your safety as well as your fellow employees, customers and agents. See the following security SOPs for further instructions on what protocol will be as an employee for FAT TOPS LLC.

AT NO TIME ARE YOU TO DISCUSS SECURITY PROTOCOL WITH AN OUTSIDE SOURCE.

At all times as an employee you should be aware of your surroundings. Notify upper management of any suspicious people, vehicles or objects.

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Prohibited Use of Firearms

PURPOSE

The purpose of this Standard Operating Guideline is to establish the Prohibited Use of Firearms by all employees while on duty.

STANDARD OPERATING GUIDELINE

It is the Standard Operating Guideline of FAT TOPS LLC. to prohibit employees from carrying or using any type of firearms while on duty. The procedures below give a definitive course of action for all employees to follow.

PROCEDURE

A. FIREARMS

Employees are Prohibited from Concealing and/or Openly Carrying any Firearm, Ammunition, Speed-Loaders, Magazine Clips, Speed-Loader or Magazine Clip Pouches, and/or Holsters of any type while on duty.

Employees who violate this Standard Operating Guideline will be subject to Disciplinary Action, up to and including Termination from FAT TOPS LLC.

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Prohibited Use of Unauthorized Weapons

PURPOSE

The purpose of this Standard Operating Guideline is to establish the Prohibited Use of Unauthorized Weapons by employees while on duty.

STANDARD OPERATING GUIDELINE

It is the Standard Operating Guideline of FAT TOPS LLC. to prohibit employees from carrying or using any type of Unauthorized Weapons while on duty. The procedures below give a definitive course of action for all employees to follow.

PROCEDURE

A. UNAUTHORIZED WEAPONS

Employees are Prohibited from Concealing and/or Openly Carrying any Type of Unauthorized Weapons while on duty. The following list is by no means exhaustive. Please contact your Immediate Supervisor if you have any further questions or require further clarification. Unauthorized Weapons include, but are not limited to the following:

01. Tazer Guns
02. Stun Guns
03. Knives
04. SAPs
05. Lead Filled Gloves
06. Brass Knuckles
07. Slap Jacks
08. Batons

The carrying or use of any weapon not specifically issued or authorized by FAT TOPS LLC. is strictly prohibited, except in those extreme situations where an employee has no other choice but to use an Unauthorized Weapon to prevent the immediate threat of death or greatly bodily harm.
Employees who violate this Standard Operating Guideline will be subject to Disciplinary Action, up to and including Termination from FAT TOPS LLC.

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Illegal Drugs & Alcohol Abuse

PURPOSE

The purpose of this Standard Operating Guideline is to establish FAT TOPS LLC. stance on Illegal Drugs and/or Alcohol Abuse by employees.

STANDARD OPERATING GUIDELINE

It is the Standard Operating Guideline of FAT TOPS LLC. to maintain a Zero Tolerance for Illegal Drugs and/or Alcohol Abuse by employees. The procedures below give a definitive course of action for all employees to follow.

PROCEDURE

A. ILLEGAL DRUGS AND/OR ALCOHOL ABUSE

Illegal Drugs and/or Alcohol Abuse have an adverse impact on an employee's performance, personal and family life, as well as the ability to provide the highest quality of service. Illegal Drugs and/or Alcohol Abuse can cause poor performance, decreased productivity, and create safety hazards. Consequently, FAT TOPS LLC. is committed to establishing and maintaining an environment free of Illegal Drugs and/or Alcohol Abuse.

Also, FAT TOPS LLC. is committed to providing a safe employment environment and to fostering the well being and health of our employees. That commitment is jeopardized when any employee uses Illegal Drugs and/or Alcohol, report for duty with these substances present in his/her body, or possesses, distributes, or sells Illegal Drugs and/or Alcohol. Therefore, FAT TOPS LLC. has established the following:

01. It is a violation of this Company Standard Operating Guideline for any employee to possess, sell, trade, or offer for sale Illegal Drugs and/or Alcohol or otherwise engage in the use of Illegal Drugs and/or Alcohol on duty;

02. It is a violation of this Company Standard Operating Guideline for any employee to report for duty under the influence of Illegal Drugs and/or Alcohol or with Illegal Drugs and/or Alcohol in his/her body;

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03. It is a violation of this Company Standard Operating Guideline for any employee to use prescription drugs illegally. (However, nothing in this Standard Operating Guideline precludes the appropriate use of legally prescribed medication);

04. Employees who violate this Standard Operating Guideline are subject to Disciplinary Action, up to and including Termination from FAT TOPS LLC.

B. SUPERVISOR RESPONSIBILITIES

It is the responsibility of FAT TOPS LLC. Supervisors to counsel employees whenever they see changes in performance or behavior that suggests an employee is under the influence of Illegal Drugs and/or Alcohol. Although it is not the Supervisor's responsibility to diagnose personal problems, the Supervisor should encourage such employees to seek help and advise them about available resources for getting help.

Everyone shares responsibility for maintaining a safe employment environment and co-workers should encourage anyone who uses Illegal Drugs and/or Alcohol on duty to seek help. The goal of this Standard Operating Guideline is to balance our respect for individuals with the need to maintain a safe, productive, and Illegal Drugs and/or Alcohol-Free Environment.
The intent of this Standard Operating Guideline is to offer a helping hand to those who need it, while sending a clear message that Illegal Drugs and/or Alcohol are incompatible with employment within FAT TOPS LLC.

FAT TOPS LLC. has adopted testing practices to identify employees who use Illegal Drugs and/or Alcohol on duty. It shall be a condition of employment for all employees to submit to testing under the following circumstances:

01. When there is reasonable suspicion to believe that an employee is under the influence of Illegal Drugs and/or Alcohol;

02. When employees are involved in on duty accidents where personal injury or damage to Client and/or Company property occurs;

03. When employees are involved in an on duty shooting, whether justified or not.

04. As part of a Follow-Up Program for the treatment of Illegal Drugs and/or Alcohol Abuse.

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Employee Issued Keys

PURPOSE

The purpose of this Standard Operating Guideline is to establish the proper procedures concerning Employee Issued Keys and/or Access Cards.

STANDARD OPERATING GUIDELINE

It is the Standard Operating Guideline of FAT TOPS LLC. to issue keys and Access Control Cards to certain employees in order for them to provide beneficial service. The procedures below give a definitive course of action for all employees to follow.

PROCEDURE

A. Company Issued Keys

Employees who are issued Company Keys will be required to sign and date a Key Issuance and Return Form, as applicable, at the beginning and end of their employment with FAT TOPS LLC. Employees who are not issued keys on a full-time basis, but rather only when necessary shall always document the keys on a Daily Key Log.

Keys are **NOT** to be copied under any circumstances, unless authorized by the President/CEO. Employees found to have created keys on their own shall be subject to Disciplinary Action, up to and including Termination from FAT TOPS LLC. All keys issued to employees must always be safeguarded and never loaned to anyone. Immediately report any Lost or Stolen Keys to your Immediate Supervisor.

Employees may be responsible for the cost of re-keying, if such action becomes necessary, due to Lost, Stolen, or Unauthorized Copied Keys.

B. Company Access Cards

Employees who are issued Company Access Cards will be required to sign and date a Access Card Issuance and Return Form, as applicable, at the beginning and end of their employment with FAT TOPS LLC. Employees who are not issued Access Cards on a full-time basis, but rather only when necessary shall always document the Access Card on a Daily Key Log.

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Keys are **NOT** to be copied under any circumstances, unless authorized by the President/CEO. Employees found to have created Access Cards on their own shall be subject to Disciplinary Action, up to and including Termination from FAT TOPS LLC... All Access Cards issued to employees must always be safeguarded and never loaned to anyone. Immediately report any Lost or Stolen Access Cards to your Immediate Supervisor.

Employees may be responsible for the cost of re-carding, if such action becomes necessary, due to Lost, Stolen, or Unauthorized Copied Access Cards.

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General Rules for Security System

PURPOSE

The purpose of this Standard Operating Guideline is to establish the General Rules & Regulations of FAT TOPS LLC. for the security system in place on the premise.

STANDARD OPERATING GUIDELINE

It is the Standard Operating Guideline of FAT TOPS LLC. to have employees become familiar with the following Company Rules & Regulations. The procedures below give a definitive course of action for all employees to follow.

PROCEDURE

A. ENTERING BUILDING

01. Employees with arming and disarming codes and keys to the building must enter first locking the door behind them. A sweep of the building must be performed prior to allowing other employees to enter.

02. Once building is deemed safe an all clear signal is initiated.

03. No employee is to exit their vehicle or approach the licensed premises until a key holder has entered the building and disarmed the security system and an "ALL CLEAR" sign is displayed. Only then should an employee approach the building to be let in.

B. FUNCTION OF SECURITY KEY PAD

01. All employees will have access and authority to certain functions of the security system.

02. These functions are for Medical Emergencies, Fire and Police.

03. Each button on the key pad is easily identifiable. Once the button has been pressed the selected agency will be notified and respond. Activating these buttons will result in an immediate response.

25 DEC 02 2016

See Medical emergency, Fire emergency and Police emergency for further policies and procedures.

Medical Emergency

Medical Emergencies

PURPOSE

The purpose of this Standard Operating Guideline is to establish proper response to any Medical Emergencies.

STANDARD OPERATING GUIDELINE

It is the Standard Operating Guideline of FAT TOPS LLC. If you are currently certified, you should immediately provide the sick or injured person with basic life support if necessary. Remember to **NEVER** discontinue CPR until properly relieved by emergency medical personnel or other qualified healthcare professionals. Activate the Medical Emergency button as soon as possible.

01. Never attempt to render aid to anyone if you are not qualified to render such aid;

Once EMS has assumed control over a Medical Emergency, employees shall assist as necessary and provide security around the scene to allow emergency personnel access to the scene or to keep unauthorized persons away from the scene.

Fire Emergency

Fire Emergencies

PURPOSE

The purpose of this Standard Operating Guideline is to establish proper response to any Fire Emergencies.

DEC 02 2015

STANDARD OPERATING GUIDELINE

It is the Standard Operating Guideline of FAT TOPS LLC. to have a designated meeting point for all employees to meet after the building has been evacuated. Manager on duty is tasked with completing a headcount to insure everyone has evacuated the building.

01. The Manager on duty will obtain written log of visitors and customers as they exit the building.

02. Never attempt to stay in the building or re-enter the building at anytime.

Once Fire/Rescue have arrived, stay clear of their activities and offer any information they request.

Police Emergency

Police Emergencies

PURPOSE

The purpose of this Standard Operating Guideline is to establish proper response to any Police Emergencies.

STANDARD OPERATING GUIDELINE

It is the Standard Operating Guideline of FAT TOPS LLC. to establish these guide lines for employee safety in the event of a Police Emergency.

A. Robbery

01. If an employee is approached and/or addressed by a robber, remain calm and comply with all demands, this will prevent escalation of the situation.

02. Each POS stations is equipped with a silent panic button. If you can activate the silent alarm without being noticed do so. This will alert law enforcement.

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03. At no point as an employee, are you to act threatening, attempt physical harm or subdue the assailant.

04. Detail descriptions of the assailant such as height, weight, ethnicity or markings and unique traits should be noted and given to Law Enforcement.

B. Gun Fire

01. In the event of gunfire employees are to drop to the floor where you are. If possible crawl to a secure sheltered area and remain quiet.

02. Each POS stations is equipped with a silent panic button. If you can activate the silent alarm without being noticed do so. This will alert law enforcement.

03. If an employee is approached and/or addressed, remain calm and comply with all demands, this will prevent further escalation of the situation.

04. Detail descriptions of the assailant such as height, weight, ethnicity or markings and unique traits should be noted and given to Law Enforcement.

05. At no time are you required to endanger yourself to get a physical description of the assailant. DO NOT BE A HERO.

06. Stay put until Law Enforcement has arrived.

07. DO NOT TOUCH ANYTHING.

In the event of a hostage situation activation of the silent alarm and complying with the demands of the assailants will allow Law Enforcement time to deal with the situation,

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False Alarms

PURPOSE

The purpose of this Standard Operating Guideline is to establish in the event of a false alarm

STANDARD OPERATING GUIDELINE

It is the Standard Operating Guideline of FAT TOPS LLC. to provide employees with the procedures below in the event of a false alarm.

PROCEDURE

01. Notify upper management

02. A designated employee will contact the central monitoring center advise them of the false alarm, provide them with the assigned security password and account number for the location.

03. If the silent alarm is activated, law enforcement will arrive regardless if the monitoring center is contacted or not.

04. Comply with Law Enforcement until they deem there is no threat and issue an all clear.

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Loitering

PURPOSE

The purpose of this Standard Operating Guideline is to establish the proper protocol for loitering.

STANDARD OPERATING GUIDELINE

The purpose of this Standard Operating Guideline is to establish the proper protocol for preventing and addressing loitering

PROCEDURE

01. Security and staff will perform routine but unscheduled patrols.

02. Loiterers will be asked to leave when discovered and law enforcement will be called if continued loitering persists.

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

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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:	FAT TOPS, LLC.	**License Number:**	11138		
License Type:	Standard Marijuana Cultivation License				
Doing Business As:	FAT TOPS, LLC.				
Premises Address:	36380 Murry Lane				
City:	Soldotna	**State:**	AK	**ZIP:**	99669

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

Alaska Marijuana Control Board

Form MJ-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.

See attached: Corrected MJ-02 Diagrams per your request.

Thank you.

NOTE: ALL NEW WALLS ON THIS LEVEL SHALL HAVE A MINIMUM 1-HOUR FIRE RATING

CULTIVATION | RETAIL | TENANT APARTMENT

1 Grade Level Plan

Scale: 1/4"=1'-0"

0 5' 10'

KEY - SYMBOL - LEGEND

	EXIT LIGHT	KB	KNOX BOX, WALL MOUNT @ 72" AFG EXISTING-CONFIRM KEYING	102	ROOM, SEE SCHEDULE
	EXTERIOR EXIT LIGHT		FIRE EXTINGUISHER, 2A:10BC, MOUNT 48" AFF	102	DOOR, SEE SCHEDULE
	EMERGENCY LIGHT 90 MINUTE BATTERY		GROW LAMP FIXTURE		RESTRICTED ACCESS AREA

EXISTING WALL

NEW WALL

NEW PLUMBING WALL

ROOM FINISH AND OCCUPANT LOAD

ROOM NUMBER	AREA	USE	OCCUPANT LOAD	WALL TYPE	CL'G TYPE	WAINSCOT	FLOOR BASE	FLOOR SURFACE	EXITS / REQUIRED	# OF LIGHTS	CUBIC FEET
104	26	RESTROOM	N/A	MR/P1	MR/P1	N/A	RB1	CONC	1/1		
105	427	BREAK	1	MR/P1	MR/P1	N/A	RB1	CONC	2/1		
106	496	BLOOM 1	2	MR/P1	MR/P1	N/A	RB1	CONC	1/1	23	4,252.5
107	411	BLOOM 2	1	MR/P1	MR/P1	N/A	RB1	CONC	1/1	19	3,526.25
108	478	BLOOM 3	2	MR/P1	MR/P1	N/A	RB1	CONC	1/1	23	4,182.5
109	478	BLOOM 4	2	MR/P1	MR/P1	N/A	RB1	CONC	1/1	22	4,182.5

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

ROOM FINISH AND OCCUPANT LOAD

ROOM NUMBER	AREA	USE	OCCUPANT LOAD	WALL TYPE	CL'G TYPE	WAINSCOT	FLOOR BASE	FLOOR SURFACE	EXITS / REQUIRED
101	409	SALES	14	EXISTING					1/1
102	530	OFFICE	18	EXISTING					1/1
103	40	RESTROOM	N/A	EXISTING					1/1

CONC: CONCRETE
MR: MOISTURE RESISTANT GYPSUM
P1: LATEX ACRYLIC MOLD RESISTANT PAINT, MATTE WHITE
RB1: 4" BURKE RUBBER BASE, OR SIMILAR
V1: SHEET VINYL (TBD)

DOOR SCHEDULE

DOOR NUMBER	SIZE	FRAME/DOOR TYP	ROOM	DOOR MATERIAL	FRAME MATERIAL	PANIC DOOR (Y/N)	RATING (MIN.)	HARDWARE GROUP	GLASS	SPECIAL COMMENT
100A	72X801A		SALES	(E)	(E)	NO	20	A	NONE	EXISTING
100B	36X801A		MULTI	(E)	(E)	NO	20	B	NONE	EXISTING
100C	36X801A		MNGR APT	(E)	(E)	NO	20	B	NONE	EXISTING
101	36X801A		CLOSET	(E)	(E)	NO	0	-	NONE	EXISTING
102	36X801A		OFFICE	(E)	(E)	NO	0	-	NONE	(E) FROM DEMO
103	36X801A		RESTROOM	(E)	(E)	NO	0	-	NONE	EXISTING
104	32X801A		RESTROOM	(E)	(E)	NO	0	-	NONE	EXISTING
105A	36X801A		MULTI	(E)	(E)	NO	20	C	NONE	SECURED
105B	36X801A		MULTI	(E)	(E)	NO	20	C	NONE	SECURED
106	36X801A		BLOOM 1	IFG	SCW	NO	0	E	NONE	
107	36X801A		BLOOM 2	IFG	SCW	NO	0	E	NONE	
108	36X801A		BLOOM 3	IFG	SCW	NO	0	E	NONE	
109	36X801A		BLOOM 4	IFG	SCW	NO	0	E	NONE	

IFG: INSULATED FIBER GLASS
SCW: SOLID CORE WOOD

A) STOREFRONT
6 EA. HINGES
2 EA. CLOSER
2 EA. KICKPLATE
2 EA. WALL STOP
6 EA. SILENCERS
1 EA. 2 POINT LOCK

B) SECURE EXTERIOR
3 EA. HINGES
1 EA. DEADBOLT
1 EA. CLOSER
1 EA. KICKPLATE
1 EA. WALL STOP
3 EA. SILENCERS

C) GENERAL
3 EA. HINGES
1 EA. KICKPLATE
1 EA. WALL STOP
3 EA. SILENCERS

D) RESTROOM
3 EA. HINGES
1 EA. PRIVACY
1 EA. CLOSER
1 EA. KICKPLATE
1 EA. WALL STOP
3 EA. SILENCERS

E) CONTROLLED ROOM
3 EA. HINGES
1 EA. CLOSER
1 EA. KICKPLATE
3 EA. SILENCERS
1 SET GASKET/WEATHER STRIP

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IBWT INVESTMENTS, LLC.
prepared for: IBWT INVESTMENTS, LLC
Sheet Title: Plan (Ground , 2nd , Roof)
ADDRESS: 36380 MURRAY LANE SOLDOTNA, AK 99669

SHEET NUMBER
A-1.2

JOB NUMBER

CULTIVATION | RETAIL | TENANT APARTMENT

1 Second Level Plan
Scale: 1/4" = 1'-0"

0 5' 10'

DOOR SCHEDULE

DOOR NUMBER	SIZE	WINDOW/DOOR TYP	ROOM	DOOR TYPE	FRAME MATERIAL	PANIC DOOR (Y/N)	RATING (MIN.)	HARDWARE GROUP	GLASS	SPECIAL COMMENT
201	36X80	6	STORAGE	IFG	SCW	NO	0	C	NONE	
202	36X80	6	BLOOM 5	IFG	SCW	NO	0	E	NONE	
203	36X80	6	BLOOM 6	IFG	SCW	NO	0	E	NONE	
204	36X80	6	OFFICE	SCW	SCW	NO	0	C	NONE	SECURE

IFG: INSULATED FIBER GLASS
SCW: SOLID CORE WOOD

A) STOREFRONT
6 EA. HINGES
2 EA. CLOSER
2 EA. KICKPLATE
2 EA. WALL STOP
6 EA. SILENCERS
1 EA. 2 POINT LOCK

B) SECURE EXTERIOR
3 EA. HINGES
1 EA. DEADBOLT
1 EA. CLOSER
1 EA. KICKPLATE
1 EA. WALL STOP
3 EA. SILENCERS

C) GENERAL
3 EA. HINGES
1 EA. KICKPLATE
1 EA. WALL STOP
3 EA. SILENCERS

D) RESTROOM
3 EA. HINGES
1 EA. PRIVACY
1 EA. CLOSER
1 EA. KICKPLATE
1 EA. WALL STOP
3 EA. SILENCERS

E) CONTROLLED ROOM
3 EA. HINGES
1 EA. CLOSER
1 EA. KICKPLATE
3 EA. SILENCERS
1 SET GASKET/WEATHER STRIP

KEY - SYMBOL - LEGEND

- EXIT LIGHT
- EXTERIOR EXIT LIGHT
- EMERGENCY LIGHT 90 MINUTE BATTERY
- KB — KNOX BOX, WALL MOUNT @ 72" AFG EXISTING-CONFIRM KEYING
- FIRE EXTINGUISHER, 2A:10BC, MOUNT 48" AFF
- GROW LAMP FIXTURE
- 102 — ROOM, SEE SCHEDULE
- 102 — DOOR, SEE SCHEDULE
- RESTRICTED ACCESS AREA
- EXISTING WALL
- NEW WALL
- NEW PLUMBING WALL

ROOM FINISH AND OCCUPANT LOAD

ROOM NUMBER	AREA	USE	OCCUPANT LOAD	WALL TYPE	CL'G TYPE	WAINSCOT	FLOOR BASE	FLOOR SURFACE	EXITS REQUIRED	# OF GROW LIGHTS	CUBIC FEET
200	1,033	VEG/PROP	3	MR/P1	MR/P1	N/A	RB1	V1	1/1	38	7,747.5
201	86	STORAGE	1	MR/P1	MR/P1	N/A	RB1	V1	1/1	0	645
202	589	BLOOM 5	2	MR/P1	MR/P1	N/A	RB1	V1	1/1	26	4,417.5
203	572	BLOOM 6	2	MR/P1	MR/P1	N/A	RB1	V1	1/1	24	4,290
204	192	OFFICE	1	(E)	(E)	N/A	(E)	(E)	1/1	N/A	-

CONC: CONCRETE
MR: MOISTURE RESISTANT GYPSUM
P1: LATEX ACRYLIC MOLD RESISTANT PAINT, MATTE WHITE
RB1: 4" BORKE RUBBER BASE, OR SIMILAR
V1: SHEET VINYL (TBD)
(E): EXISTING TO REMAIN

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

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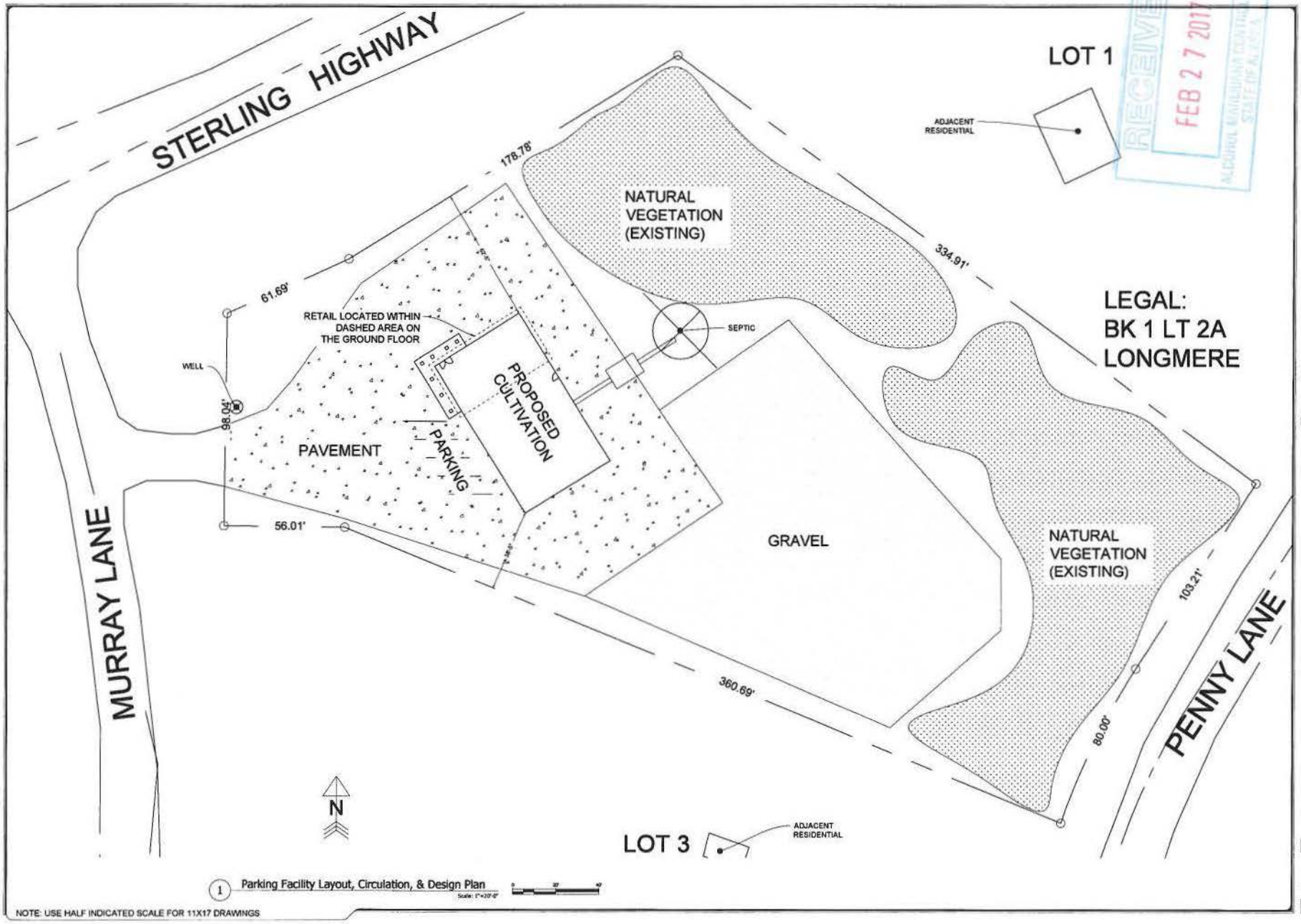
SHEET NUMBER
A-1.3

JOB NUMBER



1 Parking Facility Layout, Circulation, & Design Plan

Scale: 1"=20'-0"

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Sheet Title: Site Design & Parking
ADDRESS: 36380 MURRAY LANE SOLDOTNA, AK 99669

SHEET NUMBER
SD-1

JOB NUMBER

LANCE CHRISTIAN WELLS
Law Offices of Lance Christian Wells, LLC.
733 West 4th Avenue, Suite 308
Anchorage, AK. 99501
www.LanceCWells.com
lwells@gci.net

Phone 907-274-9696 **Fax 907-277-9859**

February 24, 2017 Hand Courier Delivery

Ms. Jane Sawyer,
Business Registration Examiner
Alcohol and Marijuana Control Office
550 W. 7th, Suite 1600
Anchorage, AK. 99501

RE: Fat Tops, LLC.
License Number 11138
Your Letter Dated February 17, 2017

Dear Ms. Sawyer:

Thank you for your letter dated February 17, 2017. Enclosed please find all materials responsive to your requests as follows:

1. MJ-01: Operating Plan: Corrected p.12, Box 1: See attached;

2. MJ-01: Operating Plan: Corrected p.15, Box 1: See attached;

3. MJ-02: Revised Premises Diagram: See attached. Retail store outlined/delineated in pink high lighter.

   The manager's apartment is a restricted access area bound by the regulations and anyone hired for this position will be made aware of this including in writing: No one under 21 years of age will be permitted, all visitors will be logged in, badged, escorted etc. no exceptions.

   The reference to a "lounge," area within the original submitted MJ-02 was in err as it should have read retail store. See attached revised MJ-02 which corrects this.

4. Proof of possession of proposed premises:

   Section VI: This is not a multi-tenant facility. It is a single tenant facility.

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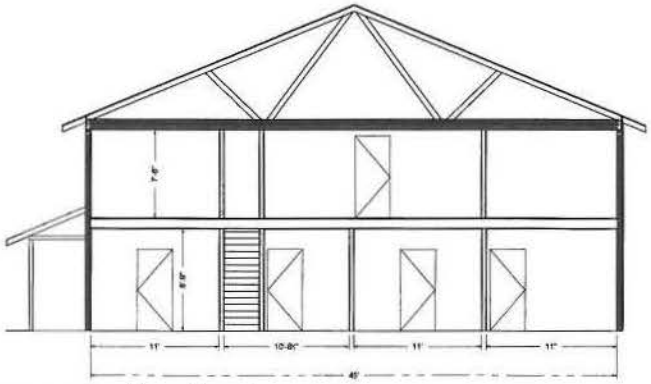

1 Section

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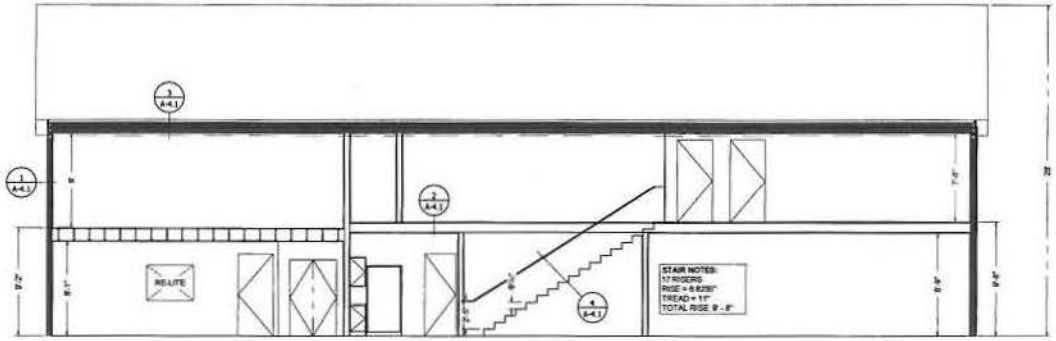

2 Section

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SHEET NUMBER
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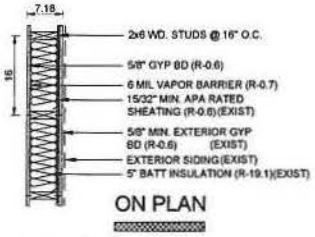
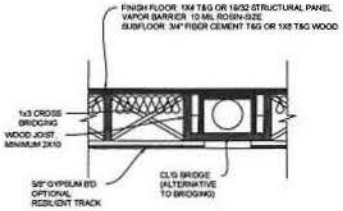


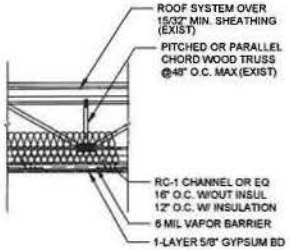
1 Wall Type - Exterior

R-21.6; 1 Hour UL U303 Scale: 1"=1'-0"



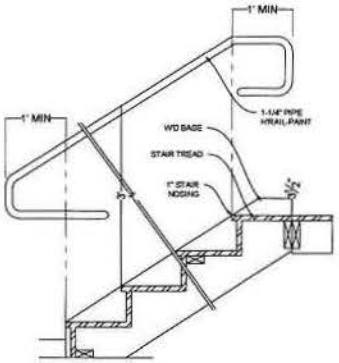
2 1 Hour Floor-Ceiling Assembly

UL L501 - 1 Hour - Scale: 1"=1'-0"



3 Roof Type

1 Hour UL P522 Scale: 1"=1'-0"



4 Stair Handrail

Scale: 1"=1'-0"

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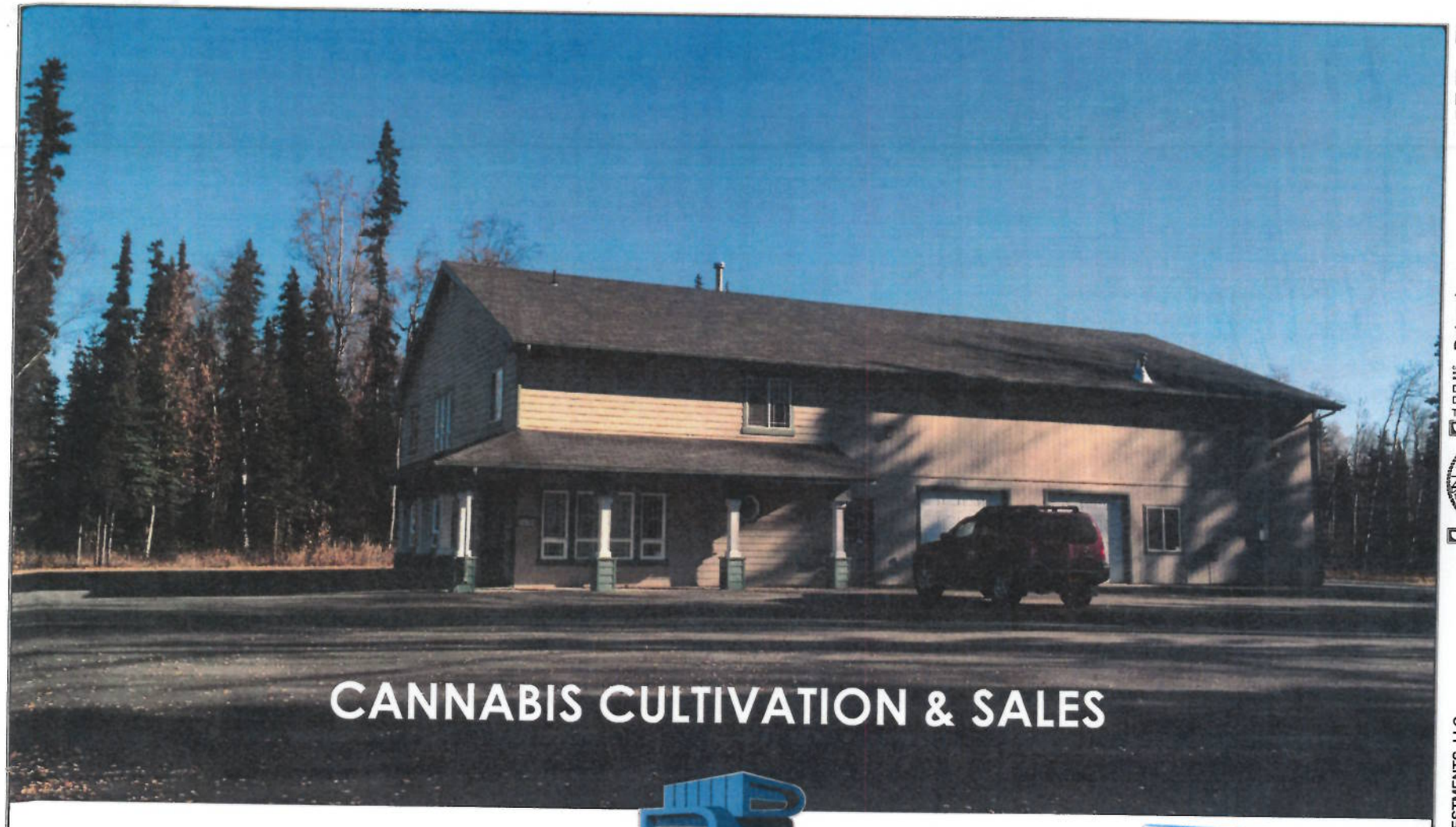
Sheet Title: DETAILS
ADDRESS: 36380 MURRAY LANE SOLDOTNA, AK 99669

SHEET NUMBER
A-4.1

JOB NUMBER



CANNABIS CULTIVATION & SALES

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IBWT INVESTMENTS, LLC.
SIDNEY STRAUSS
36931 GOLDIE CIRCLE
KENAI, AK 99611
PHONE: 907-315-9665
sid.strauss@yahoo.com

ARCHITCT
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DANIEL CLIFT, AIA
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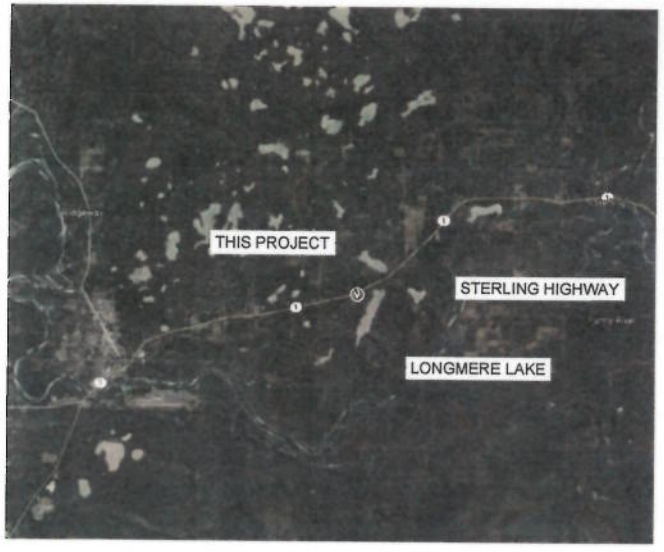
PROJECT TITLE
IBWT INVESTMENTS, LLC.
prepared for: IBWT INVESTMENTS, LLC
Sheet Title: Title Sheet
ADDRESS: 36380 MURRAY LANE SOLDOTNA, AK 99669

SHEET NUMBER
T-1

JOB NUMBER

VICINITY MAP FOR ALASKA

PROJECT LOCATION



NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

CODE REVIEW

I. CODE: 2009 INTERNATIONAL BUILDING CODE AS ADOPTED BY THE STATE OF ALASKA TITLE 13.

II. SCOPE: CHANGE OF USE
DESCRIPTION: ALTERATION OF BUILDING FORMERLY USED AS OFFICE AND STORAGE INTO SEPARATED MARIJUANA CULTIVATION AND RETAIL SALES

III. OCCUPANT CLASSIFICATION:

AREA	FUNCTION	
1,125 SF	R-2	
/200	=	6
1,016 SF	M	
/30	=	34
4,820 SF	F-1	
/300	=	16

TOTAL OCCUPANT LOAD: 68

IV. SPECIAL DETAILED OCCUPANCY REQUIREMENTS
-

V. GENERAL HEIGHTS AND AREAS

ADDRESS IDENTIFICATION: 24" TALL x 6" WIDE NUMBERS

BASIC ALLOWABLE (MOST RESTRICTIVE IBC T503):
2 STORY
14,000 SF

ACTUAL AREA/STORY:
2 STORY
7,088 GSF

VI. TYPES OF CONSTRUCTION

EXISTING: V-B LIGHT WOOD FRAME CONSTRUCTION
RE-CLASSIFIED AS: **CHANGE TO V-A**

PRIMARY STRUCTURAL FRAME:	1-HOUR
LOAD BEARING WALLS:	1-HOUR
FLOOR ASSEMBLIES:	1-HOUR
ROOF ASSEMBLIES:	1-HOUR

EXTERIOR WALL REQUIRED RATING (IBC T602)

DISTANCE		RATING(MOST RESTRICTIVE)
X<5'	-	2-HOUR
5'<X<10'	-	1-HOUR
10'<X<30'	-	1-HOUR
X>30'	-	NO RATING REQUIRED

VII. FIRE RESISTANCE RATED CONSTRUCTION

N/A

VIII. INTERIOR FINISHES TABLE 803.9 & 804.4

SPRINKLER(N)

CLASS C WALL/CEILING FINISHES REQUIRED
CLASS II FLOORS COMPLYING WITH DOC FF-1 'PILL TEST'

IX: FIRE PROTECTION SYSTEMS

IFC 506.1: PROVIDE KNOX BOX."KEY BOX SHALL BE OF AN APPROVED TYPE LISTED IN ACCORDANCE WITH UL 1037, AND SHALL CONTAIN KEYS TO GAIN ACCESS AS REQUIRED BY THE CODE OFFICIAL."

IFC 503: FIRE APPARATUS ROAD WITHIN 150' OF ALL EXTERIOR WALLS BY WALKING DISTANCE.

IFC 903 NHPA 13 SPRINKLER REQUIRED (NO)

IFC 906.1: PORTABLE FIRE EXTINGUISHERS REQUIRED: EVERY 75'

IFC 907: MANUAL PULL FIRE ALARM REQUIRED (NO)

X. MEANS OF EGRESS
AREA:1
CORRIDOR WIDTH SHALL NOT BE LESS THAN: 36"
DOORS SHALL NOT PROJECT MORE THAN 7" INTO WIDTH.

EXIT SIGNS REQUIRED WHERE MULTIPLE EXIT REQUIRED

EXIT SHALL BE ILLUMINATED, 90 MIN BATTERY BACKUP

MAX DEAD END: **< 20 FEET**
COMMON PATH: **< 75 FEET** (RECTILINEAR)
DISTANCE TO EXIT WHERE MULTIPLE: **200 FEET**

EGRESS PATH SHALL BE ILLUMINATED BY NOT LESS THAN 1 FOOTCANDLE AT ALL TIMES, 90 MINUTE BATTERY BACKUP

STAIRS: 4-7" RISE & 11" TREAD MINIMUM. MINIMUM WIDTH 44", UNLESS SERVING 50 OR FEWER PERSONS, IN WHICH CASE THE REQUIRED WIDTH IS 36".

XI: ACCESSIBILITY
ALTERATIONS REQUIRE COMPLIANCE WITH ACCESSIBILITY WITH REGARD TO TOILET FACILITIES, DRINKING FOUNTAINS, AND PRIMARY FUNCTION. PER ICC/ANSI A117.1-2009

XII: INTERIOR ENVIRONMENT

(CULTIVATION) LIGHTING & TEMPERATURE MEP
(RETAIL & APARTMENT) NATURAL VENTILATION IF VENTILATION TO BE NATURAL, OPENABLE PORTION NOT LESS THAN 4%

MINIMUM ROOM HEIGHT NOT LESS THAN 7'-6"
MINIMUM WIDTH IN ALL OCCUPIED AREAS NOT LESS THAN 3'

UNOCCUPIED SPACES ~~CRAWL SPACE OR~~ ATTIC (YES):

ATTIC ACCESS: AN OPENING NOT LESS THAN 20"X30" SHALL BE PROVIDED TO ANY ATTIC AREA HAVING A CLEAR HEIGHT OF OVER 30". CLEAR HEADROOM OF NOT LESS THAN 30" SHALL BE PROVIDED IN THE ATTIC SPACE AT OR ABOVE THE ACCESS OPENING.

XXVIV: PLUMBING FACILITIES
ONE UNISEX ADA RESTROOM REQUIRED

INDEX

T-1 TITLE SHEET
T-2 TITLE SHEET CONT., CODE ANALYSIS
SD-1 SITE DESIGN & PARKING

A-0.1 SPEC'S, DOOR/WINDOW/WALL TYPES, RESTROOM ELEVATIONS
A-1.1 PLAN SERIES
A-3.1 SECTION SERIES
A-4.1 DETAILS & ENLARGED PLANS

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Drawn: Daniel Clift
Date: 11/3/16
Time: 4:02 PM

STATE OF ALASKA
DANIEL H. CLIFT
14104
REGISTERED PROFESSIONAL ARCHITECT

PROJECT TITLE
IBWT INVESTMENTS, LLC.
prepared for: IBWT INVESTMENTS, LLC
Sheet Title: Title Sheet
ADDRESS: 36380 MURRAY LANE SOLDOTNA, AK 99669

SHEET NUMBER
T-1

JOB NUMBER

SPECIFICATIONS

01 GENERAL REQUIREMENTS

A. PROJECT IDENTIFICATION:

B. PROJECT SUMMARY:

C. DESCRIPTION OF WORK:

D. PERMITS AND FEES ARE THE RESPONSIBILITY OF OWNER TO PURCHASE AND CONTRACTOR TO OBTAIN.

E. CODES: COMPLY WITH APPLICABLE CODES AND REGULATIONS OF AUTHORITIES HAVING JURISDICTION. SUBMIT COPIES OF INSPECTION REPORTS, NOTICES AND SIMILAR COMMUNICATIONS TO ARCHITECT.

F. DIMENSIONS: VERIFY DIMENSIONS INDICATED ON DRAWINGS WITH FIELD DIMENSIONS BEFORE FABRICATION OR ORDERING OF MATERIALS.

G. EXISTING CONDITIONS: NOTIFY ARCHITECT OF EXISTING CONDITIONS DIFFERING FROM THOSE INDICATED ON THE DRAWINGS. DO NOT REMOVE OR ALTER STRUCTURAL COMPONENTS OR FILL WITHOUT PRIOR WRITTEN APPROVAL FOR PERMIT.

H. COORDINATION

1. COORDINATE WORK OF ALL TRADES
2. PREPARE COORDINATION DRAWINGS OF WORKING AREAS WITH CLOSE TOLERANCES
3. VERIFY LOCATION OF UTILITIES AND EXISTING CONDITIONS.

I. ADJUSTMENT TO SPRINKLER HEAD: N/A

J. ADJUSTMENT TO EMERGENCY ALARM: N/A

02 EXISTING CONDITIONS (NOT USED)

03 CONCRETE (NOT USED)

04 MASONRY (NOT USED)

05 METALS (NOT USED)

06 WOOD, PLASTIC, COMPOSITES (NOT USED)

07 THERMAL & MOISTURE PROTECTION (NOT USED)

08 OPENINGS

DOOR HARDWARE: ALL FINISHES TO BE STAINLESS, CHROME, OR BRUSHED NICKEL, SEE DOOR SCHEDULE FOR SPECIFIC HARDWARE SCHEDULES. FURNISH HARDWARE AS NOTES IN DOOR HARDWARE SCHEDULE BEST PRODUCTS OF HAGAR, SCHLAGE, LCN.

DOOR FRAMES: KD 20 GA. EXTERIOR, 18 GA INSULATED HOLLOW METAL INTERIOR. HOLLOW METAL: PROVIDE HOLLOW METAL FROM COLD FORMED SHEET STEEL. GAGE AS INDICATED FOR DOOR AND RELITE FRAMES. PREFABRICATE PREFIT FOR HARDWARE AND GLAZING, THROAT TO MATCH WALL THICKNESS. KD DOOR FRAMES ARE ACCEPTABLE. MANUFACTURE PER CODE FOR THE APPLICATION. BY TIMELY DOORS, REPUBLIC, OR APPROVED EQUAL. FURNISH PRE-FINISHED OR FIELD PAINT UPON APPROVAL OF BUILDING OWNER'S REPRESENTATIVE.

WINDOWS & GLASS: INSTALL PER MANUFACTURER RECOMMENDATIONS INSULATING GLASS UNITS MINIMUM R-3 (MAX U-FACTOR 0.33) FOR EXTERIOR. WHERE WITHIN 3' OF DOOR, STAIR LANDING, OR 18" FROM WALKING SURFACE USE SAFETY GLASS.

09 FINISHES

SEE FINISH SCHEDULE LOCATED ON PLAN SERIES

10 SPECIALTIES (NOT USED)

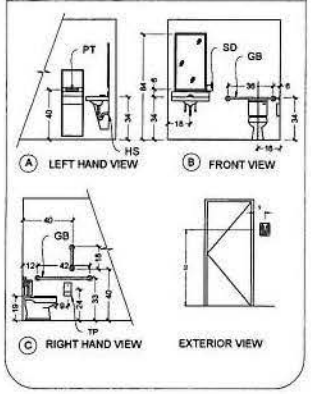
TOILET COMPARTMENTS: N/A

11 EQUIPMENT (NOT USED)

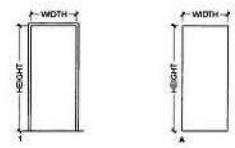
12 FURNISHINGS (NOT USED)

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

(E) RESTROOM

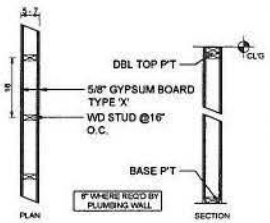


DOOR/WINDOW TYPE



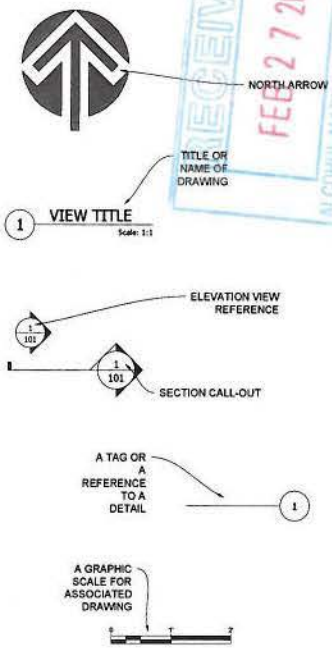
DOOR NOTES:
1. UNLABELED DOOR TYPES AND FRAMES ARE THOSE THAT ARE EXISTING TO BE REUSED.
2. REPLACE DOOR HARDWARE

WALL TYPE



WALL NOTES:
1. WHERE NOTED PROVIDE 1-HOUR ASSEMBLY PER UL U419
2. WHERE NOTED PROVIDE 2-HOUR ASSEMBLY PER UL U419

KEY - SYMBOL - LEGEND



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Date: 2/21/17
Time: 10:03 AM

STATE OF ALASKA DANIEL H. CLIFT - 14104 REGISTERED PROFESSIONAL ARCHITECT

PROJECT TITLE: IBWT INVESTMENTS, LLC.
prepared for: IBWT INVESTMENTS, LLC
Sheet Title: Spec's , Door/Window/Wall Types , Restroom Elevations
ADDRESS: 36380 MURRAY LANE SOLDOTNA, AK 99669

SHEET NUMBER
A-0.1

JOB NUMBER

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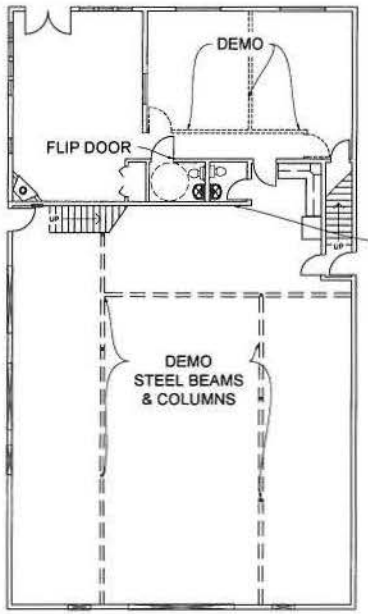
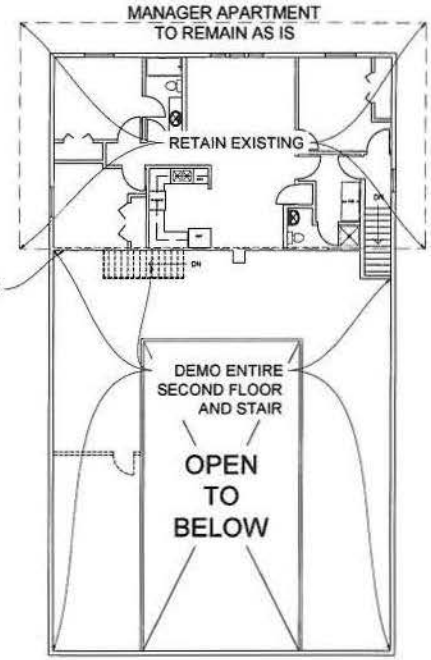


1 DEMO PLAN LEVEL ONE
Scale: 1/8" = 1'-0"

MAINTAIN 1-HOUR FIRE RATING
ON SEPARATION WALLS



1 DEMO PLAN LEVEL TWO
Scale: 1/8" = 1'-0"

0 10' 20'

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

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STATE OF ALASKA
DANIEL H. CLIFT
14104
REGISTERED PROFESSIONAL ARCHITECT

PROJECT TITLE
IBWT INVESTMENTS, LLC.
prepared for: IBWT INVESTMENTS, LLC
Sheet Title: DEMO PLAN
ADDRESS: 36380 MURRAY LANE SOLDOTNA, AK 99669

SHEET NUMBER
A-1.1

JOB NUMBER

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Phone: 907.269.0350

Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

What is this form?

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

What additional information is required for cultivation facilities?

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

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

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

Section 1 – Establishment Information

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

Licensee:	Fat Tops, LLC	**License Number:**	11138		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Fat Tops, LLC				
Premises Address:	36380 Murray Lane				
City:	Soldotna	**State:**	ALASKA	**ZIP:**	99669

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Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Section 2 – Prohibitions

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

The marijuana cultivation facility will not:	Agree	Disagree
Sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation	☑	☐
Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its licenses premises or within 20 feet of the exterior of any building or outdoor cultivation facility	☑	☐
Treat or otherwise adulterate marijuna 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:

Fat Tops, LLC Marijuana Cultivation Facility consists of a two floors that will be used for cultivation.

Floor 1 measures 44 ft x 45 ft = 1,980 sq ft.
Floor 2 measures 50 ft x 45 ft = 2,250 sq ft.
Total facility is 4,230 sq ft.

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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:

Fat Tops, LLC will use Grodan Stonewool Cubes for Hydroponic Systems for all plants.
Components: Man-Made Synthetic Vitreous (Silicate) Fibres with random orientation with alkaline and alkali earth oxides (NA20 + K20 + CaO + MgO + BaO) content greater than 18% by weight.
or
Plants will be grown in a mixture of Promix HP soil and Worm Castings.
Ingredients:
Perlite - 8-12%
Peatmoss - 65-75%
Chunk Coir - 23-27%

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

Fat Tops, LLC will use General Hydroponics FloraMicro, FloraBloom, and FloraGro Fertilizer Products. Also Olivia's Cloning Gel.

See page 8 for ingredients

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

Fat Tops, LLC irrigation system will consist of well water filtered by reverse osmosis.

The R.O. will be a 2000 gallon per day system with the following options. Two 87 gallon composite pressure tanks, Grundfos Scala 2 booster pump, permeate flush system, (this allows us to flush the membranes during down time), and finally a total dissolved solids monitor that will allow you to be confident in the water quality.

Waste water will be drained into our on-site septic system with a 1250 gallon tank.

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Alaska Marijuana Control Board

Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

(Additional Space as Needed):

Page 3, Question 2

FloraMicro 5-0-1
GUARANTEED ANALYSIS
Total Nitrogen (N).....5.0%
0.3% Ammoniacal Nitrogen
4.7% Nitrate Nitrogen
Soluble Potash (K2O).....1.0%
Calcium (Ca).....5.0%
Boron (B) 0.01%
Cobalt (Co).....0.0005%
Copper (Cu) 0.01%
0.01% Chelated Copper (Cu)
Iron (Fe).....0.1%
0.1% Chelated Iron (Fe)
Manganese (Mn).....0.05%
0.05% Chelated Manganese (Mn)
Molybdenum (Mo).....0.0008%
Zinc (Zn) 0.015%
Derived From: Magnesium Carbonate, Magnesium Phosphate, Magnesium Sulfate, Phosphoric Acid, Potassium Carbonate, Potassium Phosphate, and Potassium Sulfate.

FloraBloom - 0 - 5 – 4
GUARANTEED ANALYSIS
Available Phosphate (P 2O5).....5.0%
Soluble Potash (K2O).....4.0%
Magnesium (Mg).....1.5%
1.5% Water Soluble Magnesium (Mg)
Sulfur (S).....1.0%
1.0% Combined Sulfur (S)
Derived from: Magnesium Carbonate, Magnesium Phosphate, Magnesium Sulfate, Phosphoric Acid, Potassium Carbonate, Potassium Phosphate, and Potassium Sulfate

FloraGro - 2-1-6
GUARANTEED ANALYSIS
Total Nitrogen (N).....2.0%
0.25% Ammoniacal Nitrogen
1.75% Nitrate Nitrogen
Available Phosphate (P2O5).....1.0%
Soluble Potash (K2O).....6.0%
Magnesium (Mg).....0.5%
0.5% Water Soluble Magnesium (Mg)
Derived from: Ammonium Phosphate, Magnesium Carbonate, Magnesium Nitrate, Magnesium Sulfate, Potassium Carbonate, Potassium Nitrate, Potassium Phosphate, and Potassium Sulfate.

Olivia's Cloning Gel
Ammoniacal Nitrogen, 0.025%
Nitrate Nitrogen, 0.055%
Phosphoric Acid, 0.15%
Potash 0.09%
Acrylic Polymer (Gel Base)

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Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's waste disposal arrangements:

It is the Standard Operating Guideline of Fat Tops, LLC's marijuana waste (including all roots, stalks, leaves, and stems) will be mixed with equal amounts of paper and cardboard or cooking oil and disposed of at the Kenai Peninsula Borough Landfill.

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:

It is the Standard Operating Guideline of Fat Tops, LLC for odor control method as follows: each grow room will have a 4" carbon filter attached to a 6" vortex for all outgoing air flow.

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Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Section 5 – Testing Procedure and Protocols

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

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

I understand and agree that:	Agree	Disagree
The board will or the director shall from time to time require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks	☑	☐

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

It is Standard Operating Guideline for Fat Tops, LLC to segregate each individual strain of harvested marijuana into batches, then select a random sample from each batch, then ship the samples to CannTest Testing Facility, via Valkyrie Security and Asset Protection Inc.

Fat Tops,LLC will designate an individual to collect each sample and prepare a signed statement showing each sample has been randomly selected for testing, provide a signed statement for the testing lab, and maintain a copy as business record.

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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

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Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

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

The Fat Tops,LLC Marijuana Cultivation Facility has no exterior windows and all doors are metal entry doors to ensure that the facility cannot be observed from the outside.

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

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

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STATE OF ALASKA

David R. Parker
Signature of licensee

David R. Parker
Printed name

Subscribed and sworn to before me this 29 day of November, 2016.

OFFICIAL SEAL
PATRICIA M. HIME
NOTARY PUBLIC-STATE OF ALASKA
My Comm. Expires July 15, 2017

Patricia M. Hime
Notary Public in and for the State of Alaska.

My commission expires: 7-15-17

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Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

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

This form must be 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:	Fat Tops, LLC	**License Number:**	11138		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Fat Tops, LLC				
Premises Address:	36380 Murray Lane				
City:	Soldotna	**State:**	AK	**ZIP:**	99669

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: 10/10/2016 End Date: 10/22/2016

Other conspicuous location: United States Post Office - Soldotna, AK

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.

David R. Parker
Signature of licensee

David Parker
Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: 6.18.2017

Notary Public
LANCE WELLS
State of Alaska
My Commission Expires Jun 18, 2017

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

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

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Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Fat Tops, LLC.	**License Number:**	11138		
License Type:	Standard Cultivation License				
Doing Business As:	Fat Tops, LLC.				
Premises Address:	36380 Murray Land				
City:	Soldotna	**State:**	AK	**ZIP:**	99669

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: Kenai Peninsula Borough Name of Official: Ms. John B Lankenship.

Title of Official: Borough Clerk Date Submitted: 10.3.16

Community Council: N/A – Date Submitted: N/A
(Municipality of Anchorage and Matanuska-Susitna Borough only)

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

David R. Parker
Signature of licensee

David R. Parker
Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: 6.18.2017

Notary Public
LANCE C. WELLS
State of Alaska
My Commission Expires Jun 18, 2017

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

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

Alaska Marijuana Control Board

Form MJ-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:	FAT TOPS, LLC.	**License Number:**	11138		
License Type:	Standard Cultivation License				
Doing Business As:	FAT TOPS, LLC.				
Premises Address:	36380 Murray LANE				
City:	Soldotna	**State:**	AK	**ZIP:**	99669

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	David R. Parker
Title:	Member / Manager
SSN:	[redacted]

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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

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

David R. Parker

Signature of licensee/affiliate

DAVID R. PARKER

Printed name

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

Notary Public in and for the State of Alaska.

My commission expires: 6·18·17

Notary Public
LANCE C WELLS
State of Alaska
My Commission Expires Jun 18 2017

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License Number: 11138
License Status: New
License Type: Standard Marijuana Cultivation Facility
Doing Business As: FAT TOPS, LLC.
Business License Number: 1042820
Designated Licensee: david Parker
Email Address: daveparker907@gmail.com
Local Government: Kenai Peninsula Borough
Community Council:
Latitude, Longitude: 60.508722, -150.915571
Physical Address: 36380 Murray Lane
Soldotna, AK 99669
UNITED STATES

Licensee #1

Licensee Type: Entity
Alaska Entity Number: 10041733
Alaska Entity Name: FAT TOPS, LLC.
Phone Number: 907-953-2470
Email Address: daveparker907@gmail.com
Mailing Address: PO Box 1462
Sterling, AK 99672
UNITED STATES

Affiliate #1

Licensee Type: Individual
Name: david Parker
SSN: [redacted]
Date of Birth: 12/26/1962
Phone Number: 907-953-2470
Email Address: daveparker907@gmail.com
Mailing Address: PO Box 1462
Sterling, AK 99672
UNITED STATES

Alaska Commercial Lease Agreement

In consideration of the Landlord's leasing of the premises to the Tenant, the Tenant's leasing from the Landlord the premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

I. The Parties – Lease agreement is between Lessor under the individual/entity (hereinafter known as the "Landlord") known as IBWT Investments, LLC and the Lessee under the individual/entity (hereinafter referred to as the "Tenant") known as Fat Tops, LLC.

II. Premises – The space/property being leased shall be described as:

36380 Murry Lane, Soldotna, AK 99669

(Hereinafter referred to as the "Premises").

III. Space Rented - The space described equals: 7,020 Square Feet (SF)

IV. Term – The term of the lease shall be 2 years beginning on the 22 day of September, 2016 and ending on the 22 day of September, 2018.

V. Rent – Rent shall be paid on the 1st of every month in the amount of Fourteen Thousand Dollars ($1,4000.00) which equates to $_____.____ Per Square Foot ($/SF).

Check One

☐ - Rent shall increase _____ percent (____%) on an annual basis.

☐ - Rent shall increase _____

■ - Rent shall remain fixed for the lease term.

VI. Common Areas – The Tenant, along with any of their employees, may use the following common area(s) along with other inhabitants:

☐ ____ Parking Space(s) ■ All Parking Space(s)
■ Restroom(s)
■ Storage Area(s)
■ Entrance(s) (Incl. Stairs & Elevators)
☐ Conference/Meeting Room(s)
■ Trash Area(s)
☐ Kitchen(s)
☐ Other _____

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VII. Renewals

Check One

■ - Tenant shall have the option to renew the lease for _____ year(s) under the following conditions:
To be determined at time of renewal.

☐ - Tenant does not have the right to renew the lease.

VIII. Security Deposit – The Tenant is required pay Seven Thousand Dollars ($ 7,000.00) as a Security Deposit. If the Tenant follows the terms and conditions of this agreement in good faith and without damaging the Premises, the Security Deposit will be returned within ten (10) business days. Otherwise, any repairs needed for the Premises will be deducted from the Security Deposit.

IX. Condition Upon Move-In

Check One

☐ - The Tenant agrees to take tenancy of the property on an "as is" basis, willing to make all fit-ups (if needed) on the Premises at the expense of the Tenant.

■ - The Landlord accepts building the fit-ups for the Tenant that includes improvements to be made ☐as an addendum ■ described below:

All building improvements needed by tenant to enable the tenant to conduct business as a Standard Marijuana Cultivation and Retail Sales Facility.

All fixtures shall ■ remain ☐ not remain on the premises at the end of the lease term.

X. Improvements During Lease Term - The Tenant, with written approval of the Landlord that may not be unreasonably withheld, shall be able to make any type of improvement to the Premises.

XI. Use – The Tenant will occupy the Premises for the following use:

Standard Marijuana Cultivation and Retail Sales of Marijuana and Marijuana Products.

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Note the Americans with Disabilities Act (ADA): All businesses that are open to the public or employ 15 or more people require that the premises be accessible by persons with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of:

(Check one)

☐ - Tenant

■ - Landlord

☐ - Cost to be split equally between Landlord and Tenant.

XII. Utilities and Other Expenses

Check Who Pays

☐ Landlord ☐ Tenant - **Air Conditioning (AC)**
☐ Landlord ☐ Tenant - **Cable**
☐ Landlord ■ Tenant - **Electricity**
☐ Landlord ☐ Tenant - **Gas**
☐ Landlord ☐ Tenant - **Heat**
☐ Landlord ☐ Tenant - **Internet**
☐ Landlord ☐ Tenant - **Oil**
☐ Landlord ☐ Tenant - **Sewer**
☐ Landlord ☐ Tenant - **Water**
☐ Landlord ☐ Tenant - **Other:** _____
☐ Landlord ☐ Tenant - **Other:** _____
☐ Landlord ☐ Tenant - **Other:** _____

XIII. Landlord's Representations – At the time of lease signing, the Premises shall be properly zoned for the Tenant's stated use as stated in Section XI and will be in compliance with all applicable state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the property.

XIV. Landlord's Responsibility

- Landlord shall maintain and make any and all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.

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- Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.

XV. Tenant's Responsibility

- Tenant shall keep the Premises clean and well maintained at all times, so that the Premises shall be in marketable condition.

XVI. Insurance

Landlord agrees to carry fire and hazard related coverage insurance for the Premises. Tenant agrees to carry public liability insurance that includes the Landlord as an insured party for personal injury.

The coverage the Tenant shall provide will be in the amount(s) of:

Check All That Apply

☐ - $_____ per occurrence
☐ - $_____ per year

This agreement automatically releases the Landlord and Tenant from each other in reference to liability for property, loss, damage, personal injury, or anything else covered by the insurance plan.

XVII. Taxes

Check Who Pays

☐ Landlord ■ *Tenant - **Real Property Taxes**
☐ Landlord ☐ Tenant - **Personal Property Taxes**

*For Properties With Multiple Tenants - If the Tenant pays for the real property taxes it should be noted that the calculation should be equal to that Tenant's portion of the property/total square feet.

XVIII. Subletting – The Tenant ■ does ☐ does not have the right to sublet the Premises. Any new Tenant under a sublease must meet the approval of the Landlord and such approval shall not be unreasonably withheld.

XIX. Damage to the Premises – The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days.

- If the Tenant is not able to be open for the ninety (90) day period due to damage to the Premises, there will be no rent paid during said period.

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XX. Default – If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, then the Landlord has the right to take legal action.

XXI. Notice of Quiet Enjoyment – During the term of the lease agreement, the Tenant has the right of quiet enjoyment of the Premises.

XXII. Eminent Domain – The lease automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have to right to claim:

- Value of the Lease Agreement
- Loss of Business Revenue
- Moving and Relocation Expenses

XXIII. Holding Over – If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month-to-month, or "Tenancy at Will," basis unless the Landlord gives notice for the Tenant to vacate.

XXIV. Disagreements During the Lease Period – If a disagreement arises during the lease period, the following actions shall take place:

Check All That Apply

☐ – Litigation - If a dispute arises from either the Landlord or Tenant; the parties have the right to take the matter to the court under the Premises' jurisdiction.

☐ - Mediation with Possible Litigation – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1st) meeting to reach a compromise before going to court.

☐ - Mediation with Possible Arbitration – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1st) meeting to reach a compromise before going to the arbitrator.

- The arbitrator selected will be a third (3rd) party to be mutually agreed upon. The arbitrator shall decide all costs directed towards hiring the arbitrator.

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The Landlord shall not have to attend the mediation or arbitration process unless Tenant is current with the rental payments, either submitting to the Landlord directly or depositing the funds in an escrow account.

XXV. Additional Agreements – Landlord and Tenant additionally agree to the following:

N/A

XXVI. Entire Lease Agreement – This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.

XXVII. Successors and Assignees – All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement.

XXVIII. Notices – All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:

Landlord

IBWT Investments, LLC
PO Box 772
Sterling, AK 99672

Tenant

Fat Tops, LLC
PO Box 1462
Sterling, AK 99672

XXIX. Governing Law – This lease agreement will be governed by and construed in accordance with the laws in the State of Alaska.

XXX. Counterparts and Modifications

- The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original.
- Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

XXXI. Waiver - If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

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XXXII. Early Termination - The tenant ☐ *has ☐ does not have the option to terminate the lease.

*The landlord shall allow the tenant to quit or terminate the lease via a penalty of N/A dollars ($_____.____). In addition, the tenant must provide written notice to the address stated in Section XXVIII within least _____ ☐ days ☐ months of the intended end date.

XXXIII. Severability - If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Signatures

Landlord

/ Member

Name: IBWT Investments, LLC

Date: _____

Tenant

Member

Name: Fat Tops, LLC

Date: 11/30/16

☐ - Broker(s)

Name: _____

Date: _____

Name: _____

Date: _____

■ - Personal Guaranty - Upon my authorization of this agreement, I personally guarantee the performance of all financial obligations under this lease.

Date: 11/30/16

Name: David Parker

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Notary Acknowledgment

State of: Alaska

County of: Kenai Peninsula

On 11/29/16, before me, Patricia Hime,
(notary)

Personally appeared,

Landlord

Name: SYDNEY STRAUS

Date: 11/29/16

Tenant

Name: David R. Parker

Date: 11/29/16

☐ Personally known to me

OR

☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Notary Signature

Patricia Hime

Print Name

OFFICIAL SEAL
PATRICIA M. HIME
NOTARY PUBLIC-STATE OF ALASKA
My Comm. Expires July 15, 2017

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STATE OF ALASKA

ADDENDUM TO COMMERCIAL LEASE AGREEMENT

February 22, 2017

Section XX: Default.

I Sidney Strauss, the owner/landlord of the proposed premises for Fat Tops Cultivation facility and Fat Tops Retail Store, upon default of lease agreement will not remove or take possession of marijuana and will notify AMCO Enforcement immediately.

Sidney W Strauss

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PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA } ss:

Denise Reece being first duly sworn, on oath deposes and says:

That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Morris Publishing Group/Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the Standard Marijuana Cultivation Facility License

a printed copy of which is hereto annexed was published in said paper one each and every week for three successive and consecutive weeks in the issues on the following dates:

October 14, 21, 28, 2016

X Denise Reece

SUBSCRIBED AND SWORN to me before this 28th day of October, 2016

NOTARY PUBLIC in favor for the State of Alaska.

My Commission expires 6-May-19

STANDARD MARIJUANA CULTIVATION FACILITY LICENSE

FAT TOPS, LLC is applying under **3 AAC 306.400(a)(1)**, for a new **Standard Marijuana Cultivation Facility License**, license #11138, doing business as **FAT TOPS, LLC.**, located at **36380 Murray Lane, Soldotna, AK, 99669, UNITED STATES.**

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

PUBLISH: 10/14, 21, 28, 2016 2976/727004

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Notary Public
J. HAMLIN
State of Alaska
My Commission Expires May 6, 2019

PENINSULA CLARION

PO Box 3009, Kenai, AK 99611 - (907) 283-7551 - Fax (907) 283-3299

Fat Tops, LLC
Attn: David Parker
PO Box 1462
Sterling, AK 99672

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Invoice # 2976/727004

Date		Quanity	Total	
	Standard Marijuana Cultivation Facility License			
10/14/16	Legal	6	57.00	
10/21/16	Legal	6	57.00	
10/28/16	Legal	6	57.00	
	Affidavit Charge		10.00	
	Sales Tax		10.86	
	Payment - Thank You		-191.86	
	Total			$0.00

Please include invoice and account numbers on all correspondence

Peninsula Clarion

Receipt of Payment

Customer Name: FAT TOPS, LLC

Address: PO BOX 1462

Acct #: 1000727004

Phone #:

City: STERLING **State:** AK **Zip:** 99672

Contact Name:

Email Address:

Order No: 7000074029

Category: CLASSIFIED > LEGALS > LEGAL NOTICES

Start Date: 10/14/2016

Package: n/a

Stop Date: 10/28/2016

Campaign/Rate: KEN-LEGAL-DISP: Legal Display

Sales Rep: Denise Reece

Products: KEN PENINSULA CLARION (3)

Copy Line: 2976 STANDARD CULTIVATION

Date/Time:	Paytype:	Amount paid:	Trans type:	CC Info/Notes:	Authorization/Ref#:
10/10/2016 19:03	Cash/Check	$ 191.86	PAY	2976 STANDARD CULTIVATION	CASH

Print Ad Size:	2 col x 3.000"
# of Agate Lines:	
# of Words:	
Ad Price:	$ 191.86
Overrides:	$ 20.86
Total Cost:	$ 191.86
Payment:	$ 191.86
Balance Due:	$ 0.00
PO #:	

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