



October 24, 2017

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

License Number:	13175
License Type:	Marijuana Product Manufacturing Facility
Licensee:	Sideshow Food LLC
Doing Business As:	FIRE EATER
Physical Address:	36160 SPUR HWY, SUITE A SOLDOTNA, AK 99669 - 3448
Designated Licensee:	NICOLE CHRISTENSEN
Phone Number:	907-360-4448
Email Address:	SIDESHOWFOOD@GMAIL.COM

New Application **Transfer of Ownership 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 November 14-15, 2017 meeting.

Sincerely,

Erika McConnell

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

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

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

NAME(S)

Type	Name
Legal Name	Sideshow Food LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10039945
Status: Good Standing
AK Formed Date: 7/12/2016
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018
Entity Mailing Address: 6942 BRIAR LOOP, 6942 BRIAR LOOP, ANCHORAGE, AK 99518
Entity Physical Address: 6942 BRIAR LOOP, 6942 BRIAR LOOP, ANCHORAGE, AK 99518

REGISTERED AGENT

Agent Name: Nicole Christensen
Registered Mailing Address: 6942 BRIAR LOOP, ANCHORAGE, AK 99518
Registered Physical Address: 6942 BRIAR LOOP, ANCHORAGE, AK 99518

OFFICIALS

Show Former

AK Entity #	Name	Titles	Owned
	Nicole Christensen	Member	75
	Tammie Miller	Member	25

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
7/12/2016	Creation Filing	Click to View	Click to View
7/12/2016	Initial Report	Click to View	

Juneau Mailing Address

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

Physical Address

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

Phone Numbers

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

Anchorage Mailing/Physical Address

550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567

Phone Numbers

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



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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


Section 1 – Establishment Information

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

Licensee:	Sideshow Food LLC	License Number:	13175		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	FIRE EATER				
Physical Address:	36160 SPUR HWY, SUITE A				
City:	SOLDOTNA	State:	AK	Zip Code:	99669 - 3448
Designated Licensee:	NICOLE CHRISTENSEN				
Email Address:	sideshowfood@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>Entity Docs</p> 
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OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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Alaska Business License # 1053699

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

FIRE EATER

PO BOX 231573 ANCHORAGE AK 99524

owned by

SIDESHOW FOOD LLC

is licensed by the department to conduct business for the period

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

31 - Manufacturing

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

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

Chris Hladick



Alaska Entity #10039945

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

Sideshow Food LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective July 12, 2016.

Chris Hladick
Commissioner



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

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

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7/12/2016	Initial Report	Click to View	

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

Phone Numbers

Main Phone: (907) 465-2550

Anchorage Mailing/Physical Address

550 West Seventh Avenue
 Suite 1500
 Anchorage, AK 99501-3567

Phone Numbers

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



OPERATING AGREEMENT of Sideshow Food, LLC

This Operating Agreement (the "Agreement") made and entered into this 1st day of May, 2017 (the "Execution Date"),

AMONGST

Nicole Christensen, 6942 Briar Loop, Anchorage, AK 99518
Tammie Miller, Po Box 10195, Fairbanks, AK 99710
(Individually known as the "Member" and collectively as the "Members").

BACKGROUND

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the members within the limited liability company.

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

Formation

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

Name

- 2. The name of the Company will be Side Show Foods, LLC.

Purpose

- 3. To provide/manufacture premium marijuana edibles.

Term

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

Place of Business

- 5. The Principal Office of the Company will be located at 36160 Spur Hwy, Soldotna, AK 99669 or such other place as the Members may from time to time designate.
- 6. The mailing address of the Principal Office of the Company will be PO Box 231573 Anchorage, AK 99523 or such other place as the Members may from time to time designate.

Membership Classes

- 7. Members will be divided into classes. Each class will have distinct rights and obligations as follows:



OPERATING AGREEMENT of Sideshow Food, LLC

Managing Partner: Manage day to day operations of the facility. Has the right to make final decisions for the company. Has the right to veto decisions made by the partners because of having controlling interest in the company.

Partner: Assist with management of day to day operations within the company. Has the right to present information to managing partner. Decisions will be made based on group

Member and Member Class

8. The following is a list of all initial Members and the membership class to which they belong:

Nicole Christensen, Managing Partner
Tammy Miller, Partner

Capital Contributions

9. The following is a list of all Members and their Initial Capital Contributions to the Company. Each of the Members agree to make their Capital Contributions to the Company, full and on time, according to the following terms:

Nicole Christensen. This member will provide cash in the amount of \$75,000.00; and / or this member will perform day to day operations of "kitchen Manager" as defined in attachment B, "*Job titles and duties*" and other sweat equity equivalent to that amount.

Tammy Miller: This Member will provide cash or services in the amount of \$25,000.00 and operate as "field agent" on behalf of the company as defined in attachment B, "*Job titles and duties*"

Distribution of Profits/Losses

10. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will be distributed between the Members in the following manner:

Member, Profit/Loss Percentage

Nicole Christensen 75.00%
Tammy Miller 25%

11. Dividend Distributions will be made according to the following schedule: Quarterly.

12. Tax Allocations will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.

13. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Voting

14. Each Member of a voting membership class will be entitled to cast votes, on any matter within the authority of that membership class, based upon the proportion of that Member's Capital Contributions in the Company unless otherwise stated under this agreement.

Nature of Interest

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



OPERATING AGREEMENT of Sideshow Food, LLC

16. A Member's ownership interest in the Company will be represented by a certificate issued by the Company.

Withdrawal of Contribution

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

Liability for Contribution

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

Additional Contributions

19. Capital Contributions may be amended from time to time, according to the requirements of the Company provided that the Members' interests are not affected, except with the unanimous consent of the Members. No Member will be required to make Additional Contributions. Whenever additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by business obligations, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of Net Profits or Losses of the Company among all the Members may be adjusted to reflect the aggregate change in Capital Contributions by the Members.

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

Capital Accounts

21. An individual capital account will be maintained for each Member (if able to do so because of banking issues) and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

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

Drawing Accounts

23. An individual drawing account will be maintained for each Member. Each Member will be entitled to draw against their share of the profits in such amounts and at such time as will be agreed by the Members. The drawing account is a temporary account and is expected to have a debit balance if



OPERATING AGREEMENT of Sideshow Food, LLC

there have been any withdrawals. At the end of each accounting year, the drawing accounts are closed by transferring the debit balance to each Member's capital account.

Compensation of Members for Services Rendered

24. Members will be compensated by the Company for services rendered to or on behalf of the Company.

Management

25. Management of this Company is vested in the Members.

Authority to Bind Company

26. Only the following individuals have authority to bind the Company in contract: Managing Partner.

Duty of Loyalty

27. No Member or Manager will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Company or that would be in direct conflict of interest to the Company. Any potential conflicts of interest will be deemed an Involuntary Withdrawal of the offending Member or Manager and may be treated accordingly by the remaining Members. A withdrawing Member or Manager will not carry on a similar business to the business of the Company within any established or contemplated market regions of the Company for a period of at least 2 years after the date of withdrawal.

Duty to Devote Time

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

Member Meetings

29. Member meetings will be held at the following address, or any other location that the Members may from time to time designate: the Principal Office, or other location as agreed by members.

30. Any impending Member meeting will require 3 days notice be given to all Members.

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

32. Regular Member meetings will be held according to the following schedule: Monthly.

33. There must be at least 51.00% of the Members present at a meeting for any decisions to be binding.

Admission of New Members

34. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.



OPERATING AGREEMENT of Sideshow Food, LLC

35. In addition to the required vote of existing Members the following conditions must be satisfied: New Members will only be admitted by majority vote if the Company is in financial difficulty as determined by existing Members.

36. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

37. No Member may voluntarily withdraw from the Company for a period of 12 months from the execution date of this Agreement. Any such unauthorized withdrawal prior to the expiration of this period will be considered a wrongful dissociation and a breach of this Operating Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings. After the expiration of this period, any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least 90 days prior to withdrawal.

38. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

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

Involuntary Withdrawal of a Member

40. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

41. In the event a member has become unwilling or unable to perform the day to day operation duties as agreed upon. A hearing may be called to audit the performance of that members sweat equity rendered in lieu of a cash capital contribution. If it is determined that the reasonably expected duties and responsibilities accepted by the member to be preformed as their ownership contribution, have not been completed as agreed upon; a vote for "no-confidence" may be called. No-confidence status is to be determined by a greater than 51% popular vote of the Partners. Ownership shares shall have no bearing on this outcome. If a vote of no-confidence is rendered, the offending Member's sweat equity capitol contribution may be considered as outstanding and un-paid. An adjustment will be made to that member's record of capital contribution to reflect this non-payment.



OPERATING AGREEMENT of Sideshow Food, LLC

42. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

43. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement.

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

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

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

Buyout Agreement

47. In the event of a Member's interest in the Company becoming for sale, due to any reason, the remaining Members of the Company have a right of first purchase on the interest. The value of the interest in the Company will be determined as outlined in the Valuation of Interest section of this Agreement.

Assignment of Interest

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

49. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.



OPERATING AGREEMENT of Sideshow Food, LLC

Valuation of Interest

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

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

Dissolution

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

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

1. in satisfaction of liabilities to creditors except Company obligations to current Members;
2. in satisfaction of Company obligations to current equity Members to pay debts in proportion to capital liability held;
3. in satisfaction of Company obligations to current Members to pay debts; and
4. to the Members in proportion to their profit and loss share in the Company.

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

Records

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

1. Information regarding the status of the business and the financial condition of the Company.
2. A copy of the Company federal, state, and local income taxes for each year (promptly after becoming available).
3. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
4. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
5. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

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



OPERATING AGREEMENT of Sideshow Food, LLC

Books of Account

57. Accurate and complete books of account of the transactions of the Company will be kept and at all reasonable times be available and open to inspection and examination by any Member. The Books of Account will be kept on the cash basis method of accounting.

Banking and Company Funds

58. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Members as agreed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person.

Audit

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

Fiscal Year End

60. The fiscal year end of the Company is the December 31st.

Tax Treatment

61. This Company is intended to be treated as a "S corporation, Limited Liability Company", for the purposes of Federal and State Income Tax.

Tax Matters Partner

62. The tax matters partner will be Nicole Christensen, (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members deem advisable.

63. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

Annual Report

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

1. A copy of the Company's federal income tax returns for that fiscal year.
2. Supporting income statement.
3. A balance sheet.
4. A cash flow statement.



OPERATING AGREEMENT of Sideshow Food, LLC

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

Goodwill

65. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting procedures.

Governing Law

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

Mediation and Arbitration

67. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Alaska. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Alaska.

Force Majeure

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

Forbidden Acts

69. No Member may do any act in contravention of this Agreement.

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

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

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

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

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

Indemnification



OPERATING AGREEMENT of Sideshow Food, LLC

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

Liability

76. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

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

Life Insurance

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

Actions Requiring Unanimous Consent

79. Actions requiring the unanimous consent of all Members will include, but not be limited to, the following:

1. Incurring Company liabilities over \$25,000.00.
2. Incurring a single transaction expense over \$1,000.00.
3. The sale of any Company asset with a fair market value over \$1,000.00.
4. Hiring an employee with an annual compensation over \$12,500.00.
5. Firing any employee.
6. Assignment of ownership rights of Company property.
7. Endangering the ownership or possession of Company property.
8. Assignment of check signing authority.
9. Releasing any Company claim except for payment in full.

Amendment of Operating Agreement

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

Title to Company Property

81. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part unless specifically defined otherwise.



OPERATING AGREEMENT of Sideshow Food, LLC

82. In the event of the liquidation of an asset. The Partners who originally contributed a capitol asset will retain first right of refusal to either purchase the asset at current fair market value and / or in the event of dissolution of the company accept the return of the contributed asset at current fair market value as credit towards a capitol disbursement in lieu of a cash payout. If the value of the asset exceeds a partner's current capitol investment, Partner must satisfy the balance out of pocket. Not withstanding order of disbursement as previously defined

Miscellaneous

83. Time is of the essence in this Agreement.

84. This Agreement may be executed in counterparts.

85. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

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

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

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

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

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

Additional Terms

91. If a Partner decides to leave the company the partner is required to sell their percentage in the company back to the Managing Partner.

92. In the event a member wishes to obtain any Item held for retail for personal use, exchanges are to be conducted at no less than the modified adjusted cost basis of the inventory item. Any outstanding balance from said transactions will be held against any future disbursements including but not limited to capital disbursements.



OPERATING AGREEMENT of Sideshow Food, LLC

Definitions

93. For the purpose of this Agreement, the following terms are defined as follows:
1. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 2. "Capital Contribution" means the total amount of cash, or capital property contributed to the Company by any one Member.
 3. "Initial Contribution" means Capital Contributions made by any Member to acquire an interest in the Company.
 4. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.
 5. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
 6. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or managing members of the Company maintain their primary office.
 7. "Voting Members" means the Members who belong to a Membership class that has voting power.
 8. "Sweat equity" means work or other services continually preformed in lieu of an initial contribution of cash or similar equitable capital contribution in.
 9. "Equity Member" means the members who have contributed capitol as defined by "Capital contribution".

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this _____ day of _____, 2017.

SIGNED, SEALED, AND DELIVERED in the presence of:

Witness: Richard Beezley (Sign) Nicole Christensen
Witness Name: Richard Beezley Nicole Christensen (Member)

SIGNED, SEALED, AND DELIVERED in the presence of:

Witness: Richard Beezley (Sign) Tammy Miller
Witness Name: Richard Beezley Tammy Miller (Member)





Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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


Section 1 – Establishment Information

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

Licensee:	Sideshow Food LLC	License Number:	13175		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	FIRE EATER				
Physical Address:	36160 SPUR HWY, SUITE A				
City:	SOLDOTNA	State:	AK	Zip Code:	99669 - 3448
Designated Licensee:	NICOLE CHRISTENSEN				
Email Address:	sideshowfood@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>Food safety Permit</p> 
-----------------	---

OFFICE USE ONLY

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

REMIT TO:
 Department of Environmental Conservation
 Financial Services
 410 Willoughby Ave. #303
 Juneau, AK 99801-1795

CALENDAR YEAR: 17 TYPE CODE: EP-9 MJ

PERMIT #: 236692066

CONTACT NAME: Sideshow ~~Red LLC~~
 DBA: Fire Factor
 ADDRESS: PO BOX 231573
 CITY: Seldotna
 STATE: AK ZIP: 991669
 PHONE: (907) 223-3654

APPLICANT: IMPORTANT

1. Make check payable to:
State of Alaska
2. Reference invoice number and permit number on your check.

FSS Contact Name: Indiana Hill
 Phone: (907) 263-3413

TOTAL FEES

ANNUAL FEE	<u>200-</u>	
Less 50% Discount	()	
SUBTOTAL		<u>200-</u>
Less Espresso Discount	()	
SUBTOTAL		
Less Assoc. Discount	()	
SUBTOTAL		
PLAN REVIEW FEE	<u>+175-</u>	
Less Discount (3 or more operations)	()	
SUBTOTAL		<u>175-</u>
CHANGE OF OWNERSHIP	+ _____	
SUBTOTAL		
OTHER	+ _____	
SUBTOTAL		
TOTAL FEES		<u><u>375-</u></u>

CHECK APPLICABLE DISCOUNT

PERMIT

- DISCOUNT 50% - 501(C) 4, 10, 19
NOTE: Must provide IRS Exemption Letter
- DISCOUNT 50% - Ltd/ Mobile/Kiosk Serving Only
Certain Beverages and Non PH Prepackaged Foods
- DISCOUNT 20% - ASSOCIATED Bar/Food Service

PLAN REVIEW

- DISCOUNT- 20% for 3 or more operations

PAID: CASH _____
 CHECK # 1014 375.00
 CREDIT CARD _____

Date Payment Received: _____

- Send permit to Operator
- Send permit to EHO

NOTE: Payment due within 30 days of date of issue.

Date Issued: 6/7/17

RECEIVED

JUN 13 2017

ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA



Application for Food Establishment Permit

Alaska Department of Environmental Conservation
Division of Environmental Health
Food Safety and Sanitation Program



Permit ID: 236692046

Section 1- GENERAL INFORMATION (All applicants complete entire section - please print).

Purpose (check one) New Information Change Extensive Remodel Change of owner/operator Reactivate

Owner/Business Information	Name of Entity or Owner Responsible for Food Service Sideshow Food LLC		AK Business License # 1053699	
	Business/Corporate Mailing Address Po Box 231573	City Anchorage	State AK	Zip 99523
	Business/Corporate Phone 907-360-4448	Email Sideshowfood@gmail.com		
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party Nicole Christensen, CEO or Martin Christensen Building Manager		Fax 1-800-675-9017	
	Type of Entity <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other:			

Establishment Information	Establishment Name SideShow Food LLC. DBA Fire Eater	Physical Location 36160 SPUR HWY, SUITE A . 99669	Nearest Community Soldotna	
	Establishment Mailing Address Po Box 231573	City Anchorage	State AK	Zip 99518
	Establishment Phone 907-223-3654	Fax		Contact Person Martin Christensen
	Establishment Physical Address 36160 SPUR HWY, SUITE A	City Soldotna	State AK	Zip 99669

SEATING: (Food Service Only) N/A 25 or less 26-100 > 101

TYPE OF OPERATION Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)

Whole sale production of various cannabis edibles. Items will be prepared and packaged for retail here, but sold and consumed off sight
This will not be open to the public. Strictly wholesale to licenced retail shops

SECTION 2 - NEW OR EXTENSIVELY REMODELED FACILITIES

a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process your application. Have you attached the Plan Review Application? Yes No

SECTION 3 - COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)

FOOD SERVICE ESTABLISHMENTS

a. A copy of your menu will be required. Have you attached a copy of the proposed menu? Yes No

b. Attach appropriate label, placard, or menu notation for the consumer advisories if you serve:
 Wild Mushrooms Unpasteurized juices Farmed halibut, salmon, or sablefish
 Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.

c. Methods of food preparation (check the one that most closely describes the establishment):
 Assembly of Ready to Eat Foods Cook and Serve
 Hot or cold Service for 2 hours or more is done
 Complex (Preparation 1 day or more in advance, cooling and reheating is done).

d. Style of Service: Counter Service Self Service (i.e. buffet line, salad bar) Table Service
 Other: Wholesale cannabis snack food manufacturing

e. Do you plan to operate as a caterer? Yes No
If yes, list all the equipment used to protect food from contamination and maintain product temperature during:
Transportation: Hot or Cold Holding:



RECEIVED
 Date Received
 OCT 07 2009
 ADEC
 Kenai Area Office

State of Alaska
Department of Environmental Conservation
Documentation of Construction

RECEIVED
JUN 13 2017
 ALCOHOL MARIJUANA CONTROL BOARD OFFICE
 STATE OF ALASKA

ADEC Review Date and Initial
 10/8/09
 jtk

Part I. General Information

Legal Description	IRON'S SUBD ENTERPRISE Adn. LOT 2A
	Tax ID # (optional)
Submitted By	<input checked="" type="checkbox"/> Registered Engineer <input type="checkbox"/> Approved Homeowner <input type="checkbox"/> Certified Installer No.
Installer Mailing Address & Phone	NORTH STAR PAVING 35743 KENAI SPUR HWY SUITE A SOLDOTNA, AK 99609 907 262-7283

Part II. Wastewater Disposal

Onsite Wastewater System Serves	<input type="checkbox"/> Single Family # of bedrooms _____ <input type="checkbox"/> Duplex Total # of bedrooms _____ <input checked="" type="checkbox"/> Small Commercial Facility with Estimated Design flow of less than 500 gpd.	
	<input checked="" type="checkbox"/> New System <input type="checkbox"/> Repair Existing System	
System Installed By	<input type="checkbox"/> Certified Installer <input checked="" type="checkbox"/> Registered Engineer <input checked="" type="checkbox"/> Inspection by a Registered Engineer <input type="checkbox"/> Approved Homeowner (attach approval letter)	Installation Notification Date NA Date Installed 8-23/24-09 + 9-19-09
Septic Tank	Size 1000 # of Compartments 2 Manufacturer SCE	
Type of Soil Absorption System	<input type="checkbox"/> Deep Trench <input checked="" type="checkbox"/> Shallow Trench <input type="checkbox"/> Other, specify W/ SAND LINER	<input type="checkbox"/> Seepage Pit <input type="checkbox"/> Bed <input type="checkbox"/> Mound
Soils	Classification SAND LINER - SP Rating -sq ft/bedroom 1.0 gpd/sqft.	
Dimensions	Absorption Area (1) 65' SHALLOW TRENCH AND (1) 35' SHALLOW TRENCH Thickness/Depth of Distribution Rock 12" MIN. Size of Rock 3/4 - 1 1/2" DIAM.	
Perc Test Results	Minutes per Inch N/A Sq. Ft. per bedroom _____ Performed By _____ (Attach results by sealed/signed registered engineer)	
Ground Cover Over	Septic Tank 3' plus 2" FOAM INSUL. Absorption Area 4'	Sewer Pipes 2-3' plus 2" FOAM INSUL.
Cleanout Pipes/Caps	Foundation Cleanout YES Septic Tank YES	Monitor Tubes YES
Separation Distances from septic tank or absorption area, whichever is closest, to all nearby Public drinking water sources within 200 feet 150' to well Private drinking water sources within 100 feet NONE Nearest water bodies (see 18 AAC 72.020(b)) 2100 ft Lot Line ~ 5 ft.		
Separation Distances from On Lot Sewer Lines to Drinking Water Sources - Public > 75' to well Private > 50 ft.		
Separation Distances from Bottom of Distribution Rock to Groundwater Table > 4 ft. Bedrock > 6 ft.		
Separation Distance from Absorption Area to Slope exceeding 25% > 50 ft		
Comments/Recommendations	THE EXISTING SEPTIC SYSTEM WAS PROPERLY ABANDONED AND THE CONCRETE SEPTIC TANK WAS FILLED WITH CEMENT GROUT.	
I certify that the above information, and that provided in Section III, is correct:		
Signature	<i>Arne Tikka</i>	Printed Name ARNE TIKKA
Title, Reg/Cert No, Inst No.	CE 8300	Date 10-6-09



NOTE: Must be signed by a Certified Installer, DEC staff or Approved Homeowner. If engineering seal bears printed name, registration number and is signed, those blocks need not be completed for engineered submittals.

Part III - Required Diagram of System(s)

1. In a plan view, locate and identify each of the following:

a) Well	b) All Structures	c) Septic Tank	d) Soil Absorption system (include dimensions)
e) Surface Water	f) Sources of contamination	g) Property Line	h) Closest well on adjacent property
i) Closest septic tank on an adjacent property	j) Closest edge of an absorption field on adjacent property		
k) All Cleanouts and monitor tubes	l) Testhole location		
2. Show distances between the well and each of the sources of contamination listed in 1.
3. Show distances between water bodies and each part of the onsite system listed in 1.
4. In a cross section view of the soil absorption area, identify each component and show the depth (thickness) of the following:

a) Soil cover	b) Absorption Material	c) Water Table	d) Bedrock	e) Discharge pipes	f) Insulation
---------------	------------------------	----------------	------------	--------------------	---------------

Testhole total depth: 12 ft Groundwater/Seeps encountered? Y N at _____ ft
 Impermeable soil (Silt/Clay/Bedrock) encountered? Y N at _____ ft

Testhole Log

<p>Plan View</p> <div style="text-align: center; margin-top: 100px; font-size: 1.2em;">SEE ATTACHED PLAN VIEW RECORD DRAWING</div>	<p>Date 8-23-09</p> <p>Inspected By AT</p>																																										
<p>Cross Section</p> <p style="text-align: center;">CROSS SECTION RECORD DRAWING</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">1 ft</td><td style="text-align: center;">1 1 1</td></tr> <tr><td style="text-align: center;">2 ft</td><td style="text-align: center;">[diagonal hatching]</td></tr> <tr><td style="text-align: center;">3 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">4 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">5 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">6 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">7 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">8 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">9 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">10 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">11 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">12 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">13 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">14 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">15 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">16 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">17 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">18 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">19 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">20 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> <tr><td style="text-align: center;">21 ft</td><td style="text-align: center;">[stippled pattern]</td></tr> </table>	1 ft	1 1 1	2 ft	[diagonal hatching]	3 ft	[stippled pattern]	4 ft	[stippled pattern]	5 ft	[stippled pattern]	6 ft	[stippled pattern]	7 ft	[stippled pattern]	8 ft	[stippled pattern]	9 ft	[stippled pattern]	10 ft	[stippled pattern]	11 ft	[stippled pattern]	12 ft	[stippled pattern]	13 ft	[stippled pattern]	14 ft	[stippled pattern]	15 ft	[stippled pattern]	16 ft	[stippled pattern]	17 ft	[stippled pattern]	18 ft	[stippled pattern]	19 ft	[stippled pattern]	20 ft	[stippled pattern]	21 ft	[stippled pattern]
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RECEIVED

JUN 13 2017

ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA



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:	SIDESHOW FOOD LLC	License Number:	13175		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	FIRE EATER				
Premises Address:	36160 SPUR HWY, SUITE A				
City:	SOLDOTNA	State:	AK	ZIP:	99669-3448

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	NICOLE CHRISTENSEN
Title:	MANAGING MEMBER

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

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

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





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

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.

Handwritten initials 'JC' in a box

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

Handwritten initials 'JC' in a box

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

Handwritten initials 'JC' in a box

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.

Handwritten initials 'JC' in a box

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.

Handwritten initials 'JC' in a box

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.

Handwritten initials 'JC' in a box

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).

Handwritten initials 'JC' in a box

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

Handwritten initials 'JC' in a box

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.

Handwritten initials 'JC' in a box

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.

Handwritten initials 'JC' in a box

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

Handwritten initials 'JC' in a box

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.

Handwritten initials 'JC' in a box





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

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

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

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

All marijuana establishment license applicants:

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

Nicole Christensen

Signature of licensee

NicoleChristensen

Printed name

Subscribed and sworn to before me this 17th day of August, 2017.

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

My commission expires: 6/1/2021





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

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Premises Address:	36160 SPUR HWY, SUITE A		
City:	SOLDOTNA	State:	AK
		ZIP:	99669-3448

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Tammie Miller
Title:	MEMBER

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

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

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





Alaska Marijuana Control Board

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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).



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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.



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Alaska Marijuana Control Board

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

All marijuana establishment license applicants:

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

Signature of licensee
Tammie Miller

Printed name

Subscribed and sworn to before me this 9 day of June, 2017.



Manoli Malamute
Notary Public in and for the State of Alaska.

My commission expires: 9-18-2018





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

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

What must be covered in an operating plan?

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

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



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

Section 1 – Establishment Information

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

Licensee:	Sideshow Food LLC	License Number:	13175		
License Type:	Marijuana Product Manufacturing License				
Doing Business As:	Fire Eater				
Premises Address:	36160 Spur hwy, suite A				
City:	Soldotna	State:	ALASKA	ZIP:	99669-3448

Mailing Address:	PO Box 231573				
City:	Anchorage	State:	ALAS	ZIP:	99524

Primary Contact:	Nicole Christensen				
Main Phone:	907-360-4448	Cell Phone:			
Email:	sideshowfood@gmail.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

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

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



Restricted Access Areas (3 AAC 306.710):

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

Fire Eater will have clear and legible signage indicating, "Restricted access area. Visitors must be escorted." on all restricted areas and will have surveillance camera's monitoring the facility. If an unescorted member of the public attempt to enter a restricted area they will be prevented from doing so by locks on the doors. Employees will have the state required ID badges indicating they are employed by Fire Eater. Any members of the public that are granted permission will be accompanied by an employee within Fire Eater at a ratio of no more then 5 visitors per engaged employee.

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

All visitors are required to show ID's indicating that said person is 21 years of age or older. All visitors will be required to wear a visitor badge before entering any restricted access areas. Visitors will be escorted at all times by a licensee, employee, or agent of Fire Eater. All visitors will be required to log their name, date and time into a recorded log that will be maintained by a licensee, employee, or agent of FIRE EATER. No visitors will exceed the marijuana establishment limit of 5 visitors for each licensee, employee, or agent of FIRE EATER actively engaged in watching those visitors.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Any licensee, employee, or agent of Fire Eater will record the name, date & time of any visitors that enters any restricted access area.

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

See attachment on next page for ID sample.



**FIRE EATER
(#13175)**



NICOLE CHRISTENSEN
EMPLOYEE ID #00001
HEAD BAKER
08/14/1983

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

Exterior lighting will be installed to provide at least 20ft of visibility for all entrances/exits. As a backup the exterior camera's will include IR capabilities.

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

A central station monitored cellular alarm system with back up battery power and audible siren will be activated at the premise at all times.

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:

Tamper monitored contacts will be mounted on all exterior doors and windows. In addition, interior motion detectors will be mounted within the premise to ensure further security. After completion of the closing procedures, the alarm system will be activated to the away mode. If any of the sensors are breached, the audible siren is set off and the central monitoring station alerts Fire Eater, and dispatches the local law enforcement agency if needed.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

All Marijuana and Marijuana products will be inventoried before the start and end of business each day to ensure all Marijuana products are accounted for per the AMCO Tracking system.
All marijuana will be stored in a restricted access area, which will be accompanied by surveillance. Surveillance camera's will have complete coverage of all areas where Marijuana products are stored to make it difficult for diversion and easier for review if an issue occurs.
All employees will be required to use the "buddy" system when marijuana is being counted, moved, or transported to prevent mistakes and make it less likely for diversion. Fire Eater will make it known to all employees that diversion will result in immediate termination and they will be held accountable to the full extent of the law.

Describe your policies and procedures for preventing loitering:

Fire Eater will provide clear signage indicating, "No Loitering". Security monitoring and routine premises checks will be done as well.

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:

Motion detectors, glass break detectors, moisture detectors. Panic Button.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Unauthorized activity triggers the audible alarm system and connects the personnel from the 24hour central monitoring station. The monitoring station will call the designated contact number, second would be manager on duty cell phone to verify the alarm is valid. If it is an authorized employee, the central monitoring station will ask for name and password for verification. If the employee gives an acceptable answer the police dispatch will be canceled. If the reply to the central monitoring station does not meet criteria, the police dispatch will continue. The authorized employee will be notified and directed to the premise to follow the protocol directed by the police. Before the authorized employee leaves, an inspection of the entire premise will be executed and verify no marijuana product was compromised. If so, after all issues are resolved, the authorized employee will re-alarm the system. In short....Anytime the alarm registers any type of status change (i.e. armed, disarmed, panic button) an owner or designated employee will be notified via text or call.

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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Both the interior and exterior of each entrance to the facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Each point of sale area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clearly and accurately displays the time and date	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Fire Eater will place video cameras in all areas where marijuana products are stored or stockpiled, marijuana production is happening, or marijuana waste is being destroyed. Camera placements will cover all areas.

Fire Eater will use HD quality cameras capable of identifying someone inside the facility or within 20 feet of each entrance/exit.

Fire Eater understands that all marijuana and marijuana product being stored must be moisture and temperature controlled and protected from pests and vermin.

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:

Fire Eater will store their video surveillance recordings inside a secured storage box within the restricted access area and will only be accessible to Fire Eater authorized personnel, law enforcement, or an agent of the board.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

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

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

Video surveillance records are stored off-site





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Business Records (3 AAC 306.755):

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

Business Records Maintained and Kept on the Licensed Premises:	Yes	No
All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Records related to advertising and marketing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A current diagram of the licensed premises including each restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A log recording the name, and date and time of entry of each visitor permitted into a restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All records normally retained for tax purposes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

Fire Eater will maintain all business transactions via physical and electronically for the current year plus the required 3 years prior including the last 6 months records being kept at the licensed premises. All business records will be kept in a restricted access area.

Fire Eater will maintain a current employee list with full name, mj handler permit number, security and alarm contact info, advertising and marketing records, a current premises diagram, visitor log, tax records, inventory records, transportation records, video surveillance recordings with minimum of 40 days.

Any records requested by the board or law enforcement will be provided no later than 3 business days after the request by Fire Eater.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

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

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

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

Marijuana Tracking and Weighing:	Yes	No
A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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:

Fire Eater will be use the state approved Franwell METRC system for compliance purposes.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Employee Qualification and Training

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

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

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

Marijuana Handler Permit:	Yes	No
Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Each licensee, employee, or agent within Fire Eater will be required to have a current Marijuana Handler permit and a food handler card on or before the start date of employment.





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 marijuana waste will be store in designated waste receptacles inside of a restricted access zone. AMCO enforcement will be notified via email 3 days prior to rendering product unusable and disposing of it. The marijuana waste will be ground up, and then cardboard and /or paper products will be shredded and mixed at a 1:1 ratio with the marijuana waste before deeming it unusable. Final waste mixture will be stored in a locking dumpster until picked up by a local waste disposal service. Waste water will be disposed of via any manner compliant w ith local and state laws.

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

Cardboard and Paper waste will be used to make the Marijuana waste unusable. It will be mixed at a 1:1 ratio per requirement under 3 AAC 306.740.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Marijuana waste will be ground up and than cardboard and/or paper products will be shredded and mixed at a 1:1 ratio with the marijuana waste before deeming it unusable.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

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

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

Marijuana Transportation:

Yes No

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

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

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

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

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

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

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





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Marijuana Products will be prepared in restricted access areas which will have moisture and temperature controls and be protected from pests and vermin. The packaged Marijuana Products will not include any images that specifically target individuals 21 and under. The packaging will not impart any toxic or damaging substance to the product and any items over 1 serving will provide markings or demarcations clearly indicating each serving of the product including the number of serving sizes on the label itself (for both liquid and solid items). All warnings as required in the regulations and by the local DEC will be provided on labeling including FIRE EATER'S information. Testing lab info will be included. Fire Eater will have all Marijuana Products secured in tamper evident locking containers . All containers will be accompanied with the required METRC Manifest and associated METRC tags, label showcasing the required testing has been done, including the specific results outlining the cannabinoids, microbial, solvents, and contaminants. Turn-by turn driving directions to the delivery location will be provided. Both parties will sign the required METRC manifest indicating all Marijuana Products have been delivered in full before departure. Receiving party will be required to accept transfer in METRC upon delivery. Fire Eater is aware that a production license may transport to another licensed marijuana production, testing, or retail store.

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

Fire Eater will be using secured containers inside of a secured vehicle accompanied by all required paperwork.





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:

One 6in by 6in sign on front door will be only signage indicating the business name.

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

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

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

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

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





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

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

On or in a public transit vehicle or public transit shelter

On or in a publicly owned or operated property

Within 1000 feet of a substance abuse or treatment facility

On a campus for post-secondary education

Signage and Promotional Materials:

Agree Disagree

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

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

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





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

Each licensee, employee, or agent within the facility will verify a person entering the facility has one of the following forms of identification proving they are 21 years of age or older. Identification has to be unexpired and unaltered with a photograph included.

- 1) Passport
- 2) Driver's License
- 3) Instruction Permit
- 4) Identification card of any state or territory of the United States, the District of Columbia, or a province or territory of Canada.
- 5) Identification card issued by a federal or state agency authorized to issue a driver's license or identification card.

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.

Nicole Christensen
Signature of licensee

Nicole Christensen
Printed name

Subscribed and sworn to before me this 17th day of August, 2017.

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

My commission expires: 6/1/2021





Alaska Marijuana Control Board
Form MJ-02: Premises Diagram

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



What is this form?

A 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:	SIDESHOW FOOD LLC	License Number:	13175
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	FIRE EATER		
Premises Address:	36160 SPUR HWY, SUITE A		
City:	SOLDOTNA	State:	AK
		ZIP:	99669-3448

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Side Show Foods

MJ-02: Premises Diagram

High Detail Diagram with furniture and fixtures

Neighboring space
Powder coating shop



Overhead door is walled off from the inside

Licenced Area
Restricted access

Licenced Area
Non-Restricted access

Zone indicator see MJ-02 pg 2,d
for expanded details

Window

Fire extinguisher

Exit door

First aid kit

Restroom

Security camera

Unit electrical service

Building/Unit gas service

Property water well

Hot water heater closet

Building power service



Sideshow Food

MJ-02: Premises Diagram attachment

Zone detail and expanded descriptions



1. Office Space. Note: Security camera DVR and safe stored in this room
2. Bathroom, Single toilet and sink
3. Laundry, lockers
4. Maintenance room
 - a. Utility sink
 - b. Mop and tool storage
 - c. Units individual electrical service box
 - d. Disposal equipment and storage. Cannabis will be stored here while pending AMCO waiting period/pre-destruction. Once time period has passed. Product will be destroyed and disposed of in locking exterior dumpster.
 - e. Chemical storage
5. Food prep area Hand wash sink
 - a. Dedicated Food prep sink
 - b. Prep tables
6. Hot station
 - a. Cook top
 - i. Short term - Electric/induction table top unit
 - ii. Long term – gas range and hood (to be added at a later date)
 - b. Microwave
 - c. All approved working surfaces (stainless/plastic)
7. Dish washing area
 - a. 3 basin sink w/drain boards
 - b. Cabinet for chemicals (sanitizer, test strips etc)
8. Prep and working area
 - a. Prep tables
9. Cold Storage
 - a. Short term- freezers and fridges as needed
 - b. Long term – Install a walk in fridge and freezer
10. Dry goods storage
 - a. Industrial shelving
 - b. Approved platforms for lifting goods off the floor
11. Locking storage carbonates
12. Kitchen equipment storage
13. Break/ Meeting area
14. Lobby. Note: this is the only space on-sight without restricted access

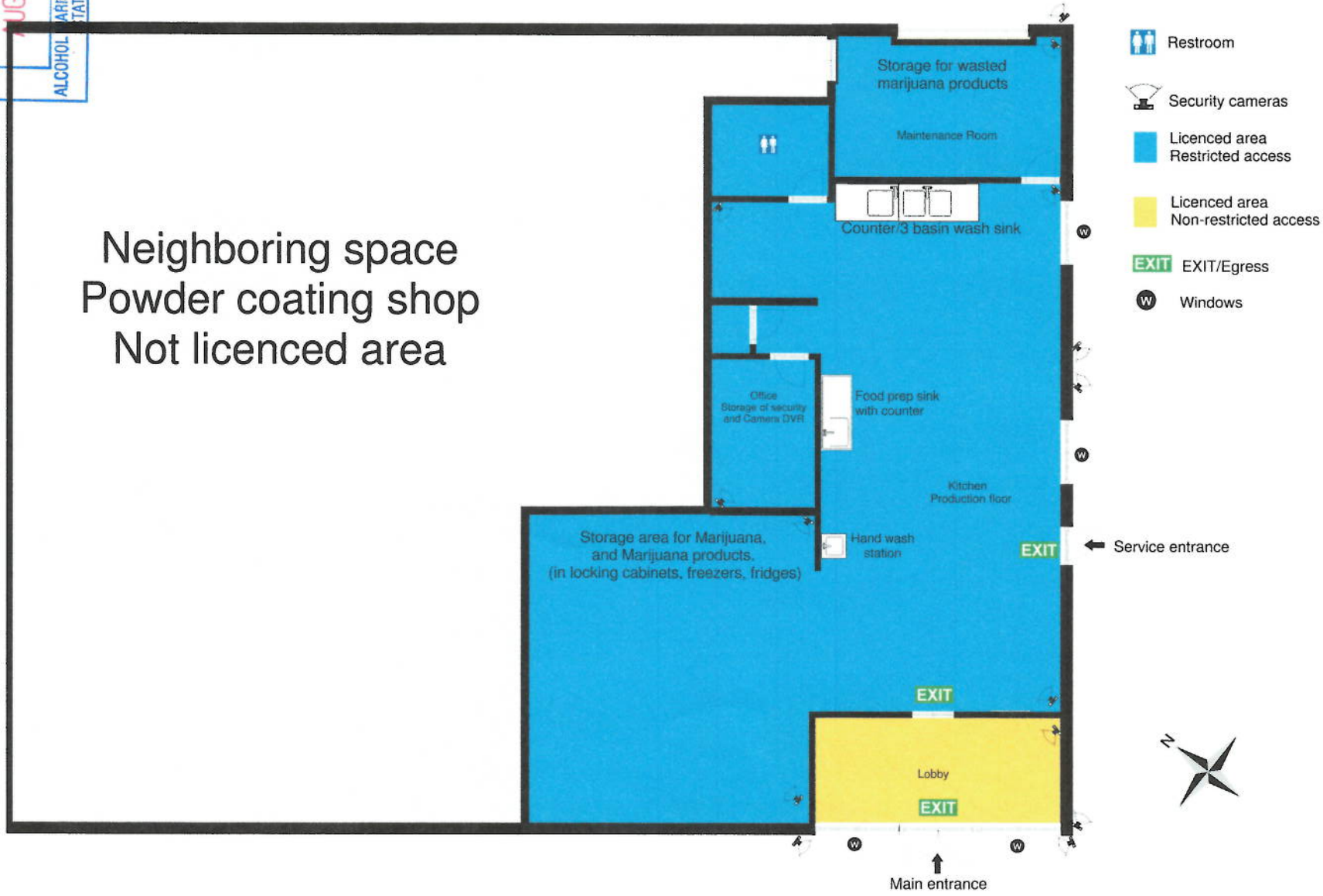
MJ-02: Premises Diagram

Room dimensions (Finished space)

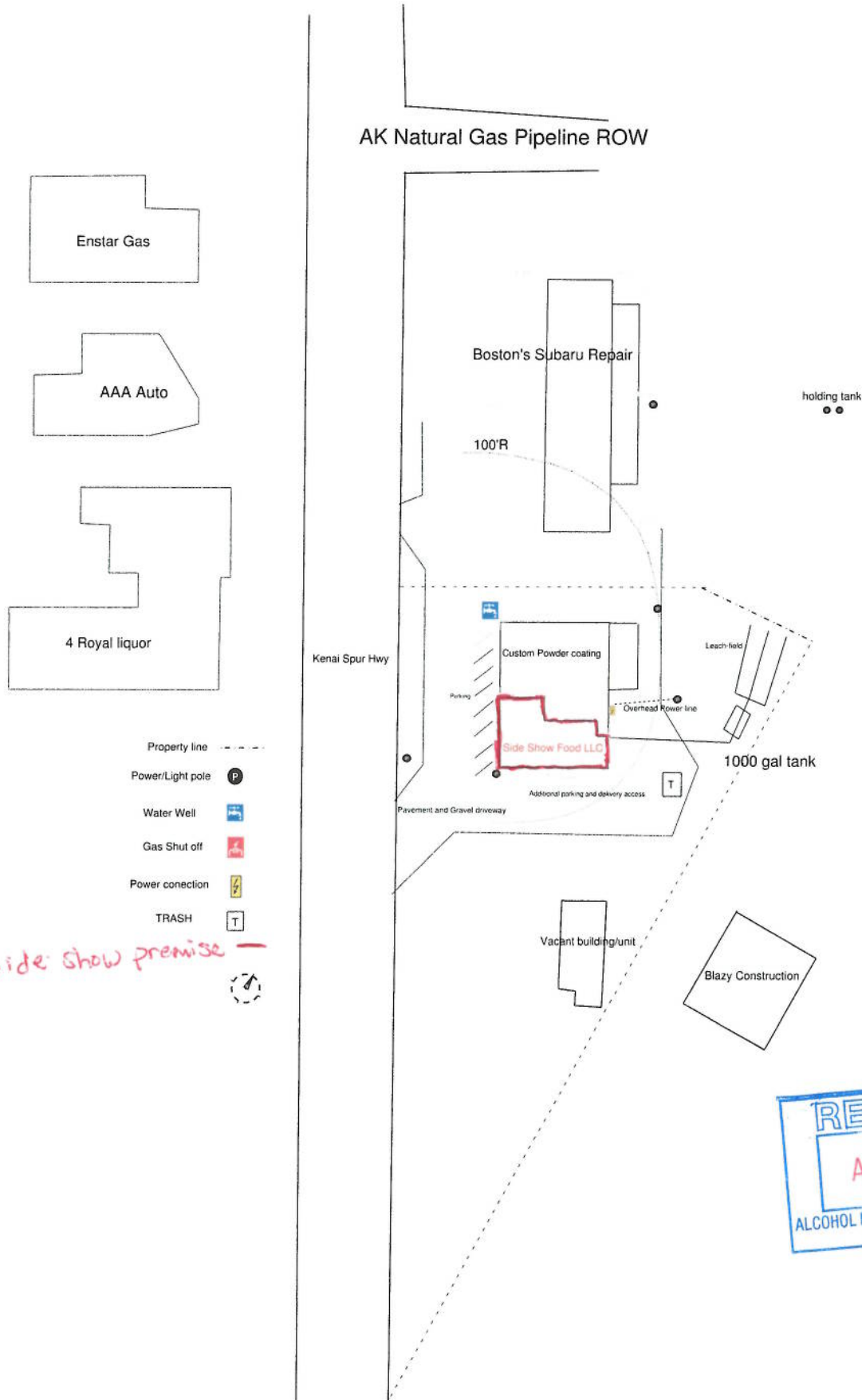


MJ-02: Premises Diagram

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Plot Plan



side show premise





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:	Side Show Food LLC	License Number:	13175
License Type:	Production ^{NC 10/1/17} Marijuana Product Manufacturing Facility		
Doing Business As:	Fire Eater		
Premises Address:	36160 Spur Hwy suite A		
City:	Soldotna	State:	AK
		ZIP:	99669

Section 2 – Certification

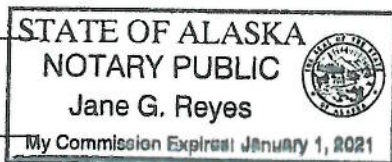
I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

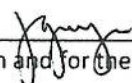
Start Date: 5/22/2017 End Date: 6/2/2017

Other conspicuous location: Soldotna Fred Meyers

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


 Signature of licensee
Nicole Christensen
 Printed name of licensee




 Notary Public in and for the State of Alaska
 My commission expires: January 1, 2021

Subscribed and sworn to before me this 8 day of June, 2017.





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

Alaska Marijuana Control Board
Form MJ-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:	Side Show Food LLC	License Number:	13175
License Type:	Production ^{NC 10/11/17} Marijuana Product Manufacturing Facility		
Doing Business As:	Fire Eater		
Premises Address:	36160 Spur Hwy suite A		
City:	Soldotna	State:	AK
		ZIP:	99669

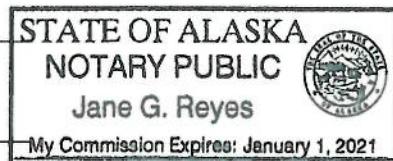
Section 2 – Certification

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: Johni Blankenship
 Title of Official: Borough Clerk Date Submitted: 6/7/2017
 Community Council: _____ Date Submitted: _____
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

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

Nicole Christensen
 Signature of licensee
Nicole Christensen
 Printed name of licensee



[Signature]
 Notary Public in and for the State of Alaska
 My commission expires: January 1, 2021

Subscribed and sworn to before me this 8 day of June, 2017





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:	SIDESHOW FOOD LLC	License Number:	13175		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	FIRE EATER				
Premises Address:	36160 SPUR HWY, SUITE A				
City:	SOLDOTNA	State:	AK	ZIP:	99669-3448

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	NICOLE CHRISTENSEN				
Title:	MANAGING MEMBER				
SSN:	[REDACTED]				





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

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

Nicole Christensen

Signature of licensee/affiliate

NICOLECHRISTENSEN

Printed name

Subscribed and sworn to before me this 17th day of August, 2017.

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

My commission expires: 6/1/2021





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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

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:	SIDESHOW FOOD LLC	License Number:	13175
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	FIRE EATER		
Premises Address:	36160 SPUR HWY, SUITE A		
City:	SOLDOTNA	State:	AK
		ZIP:	99669-3448

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	TAMMIE MILLER
Title:	MEMBER
SSN:	[REDACTED]





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

Section 3 – Certifications

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

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

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

Signature of licensee/affiliate

TAMMIE MILLER

Printed name

Subscribed and sworn to before me this 9 day of June, 2017.



Manoli Malamute
Notary Public in and for the State of Alaska.

My commission expires: 9-18-18



Alcohol & Marijuana Control Office

License Number: 13175

License Status: New

License Type: Marijuana Product Manufacturing Facility

Doing Business As: FIRE EATER

Business License Number: 1053699

Designated Licensee: NICOLE CHRISTENSEN

Email Address: sideshowfood@gmail.com

Local Government: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 60.505000, -151.080000

Physical Address: 36160 SPUR HWY, SUITE A
SOLDOTNA, AK 99669-3448
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10039945

Alaska Entity Name: Sideshow Food LLC

Phone Number: 907-360-4448

Email Address: SIDESHOWFOOD@GMAIL.CO
M

Mailing Address: PO BOX 231573
ANCHORAGE, AK 99524
UNITED STATES

Entity Official #1

Type: Individual

Name: NICOLE CHRISTENSEN

Phone Number: 907-360-4448

Email Address: SIDESHOWFOOD@GMAIL.CO
M

Mailing Address: PO BOX 231573
ANCHORAGE, AK 99524
UNITED STATES

Entity Official #2

Type: Individual

Name: Tammie Miller

Phone Number: 907-360-4448

Email Address: SIDESHOWFOOD@GMAIL.CO
M

Mailing Address: PO BOX 231573
anchorage, AK 99524
UNITED STATES

Affiliate #1

Type: Individual

Name: NICOLE CHRISTENSEN

Phone Number: 907-360-4448

Email Address: SIDESHOWFOOD@GMAIL.CO
M

Mailing Address: PO BOX 231573
ANCHORAGE, AK 99524
UNITED STATES

Affiliate #2

Type: Individual

Name: TAMMIE MILLER

[REDACTED]

[REDACTED]

Phone Number: 907-360-4448

Email Address: SIDESHOWFOOD@GMAIL.CO
M

Mailing Address: PO BOX 231573
ANCHORAGE, AK 99524
UNITED STATES



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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


Section 1 – Establishment Information

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

Licensee:	Sideshow Food LLC	License Number:	13175		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	FIRE EATER				
Physical Address:	36160 SPUR HWY, SUITE A				
City:	SOLDOTNA	State:	AK	Zip Code:	99669 - 3448
Designated Licensee:	NICOLE CHRISTENSEN				
Email Address:	sideshowfood@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>Proof of Possession</p> 
-----------------	--

OFFICE USE ONLY

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

THIS LEASE ADDENDUM / AMENDMENT

Made this 07th day of August 2017 by and between Facility Management Services, hereafter referred to as "Lessor", and Sideshow Food LLC., hereinafter referred to as "Lessee",

PROPERTY DESCRIPTION

Suite A consisting of approximately 2000 sq-ft at 36160 Spur Hwy, Soldotna, AK 99669

TERMS

The following addendum / amendments are agreed upon by Lessee and Lessor:

- 1) This lease dated March 28th, 2017 by and between Facility Management Services hereafter referred to as "Lessor", and Sideshow Food LLC, hereinafter referred to as "Lessee", for the above mentioned property, is amended as follows;
 - a) Lessor and Lessee agree that in the event of default, Lessor agrees that Lessor will not remove or take possession of marijuana, nor marijuana products, and that AMCO will be contacted.

IN WITNESS THEREOF, the parties hereto have executed this lease addendum / amendment the day and year first above written.



Facility Management Service



Sideshow Food LLC



(Sublease)

LEASE

THIS LEASE made this 1st day of April 2017 by and between Facility Management Services, hereafter referred to as "Lessor", and Sideshow Food LLC, hereafter referred to as "Lessee"

WITNESSTH

In consideration of the payment of the rents and performance of covenants and conditions hereinafter set forth, Lessor hereby leases to Lessee, and Lessee hereby leases, takes, and hires from Lessor, the following described real property:

PROPERTY DESCRIPTION

Suite A consisting of approximately 1500 sq-ft at 36160 Spur Hwy, Soldotna, AK 99669

TERMS

The following terms are agreed upon by Lessee and Lessor:

- 1) The term of this lease shall be for 2 Year, Commencing on April 1st, 2017 and terminating on March 31st, 2019.
 - a) Lessor and Lessee agree that on or about Feb 28th, 2019 they will notify each other of their intent and desire to renew the lease beyond March 31st, 2019. If lease is not renewed, then after Feb 28th, 2019, either party may cancel this Lease by giving 90 days written notice to the other party. Unless this Lease is terminated by another provision of this Lease, Lessor and Lessee shall both remain bound by all provisions of this Lease until proper notice has both been given by one party and enjoyed by the other as described in this section.
 - b) In the event Lessee remains in possession of the Lease Premises after expiration of this lease without a written Lease Agreement, Lessee shall be deemed to be occupying the Leased premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of the Lease Agreement insofar as they may be applicable to such month-to-month tenancy.
 - c) Upon termination of this Lease, the Lessee shall peaceably and quietly leave, surrender and yield up to the Lessor all and singular the leased premises, cleaned, in good order and repair, ordinary wear and tear excepted, together with all alterations, additions, and improvements which may have been made upon the premises. Should the premises not be surrendered after termination, the Lessee shall immediately indemnify the Lessor against loss or liability resulting from delay by the Lessee in so surrendering the premises, including, without limitation, any claims made by any succeeding Lessee founded on such delay.
- 2) The Lessee shall pay the Lessor the sum of three thousand dollars (\$3,000.00) per month, in advance, on the 1st day of each and every month, plus Borough Sales Tax, currently \$15.00 per month, unless exempt.
- 3) Lessor shall provide for the following maintenance and utilities: Water, Sewer, Refuse, parking lot snow removal.
- 4) Lessee shall provide the following utilities: Gas, Electric, and any other utilities not mentioned herein. Lessee is responsible for the sidewalk directly in front of its own leased space free of snow and in a safe condition for pedestrian traffic. Lessor is not responsible for sidewalk snow and ice removal services.



- 5) Lessee is responsible for any hazardous waste cleanup which may be caused solely by Lessee's negligence on and around the area the Lessee is responsible for.
- 6) Lessee shall not at any time allow occupants, visitors, or any other person to smoke in, or in front of the Leased Space. Smoking is permitted ONLY behind the building or on the south side.
- 7) Lessor agrees to hold the Premises for Lessee through August 2017 for a non refundable fee of \$3,500 in order to allow Lessee to obtain appropriate permits and licensing.
- 8) Lessor and Lessee mutually agree to a 150 day moratorium on lease payments, or until Lessee obtains State of Alaska permits to operate, whichever comes first.
- 9) Lessor acknowledges that Lessee intends to operate a "marijuana wholesale production business" from the leased premises.
- 10) Lessee acknowledges this is a sublease originating from Alaska 1st realty, Inc. and is therefore subject to the terms outlined in the original lease

COVENANTS

Lessor shall pay all taxes, levied or assessed, during the term of this lease on the real property.

Maintenance, Repair, and Improvements:

1. Lessor shall, at its expense, maintain and keep in good repair the foundations, exterior walls, roof and other structural portions of the Building, including providing seasonal snow removal, refuse removal, and basic parking lot sanding. Lessee shall, at Lessee's expense, maintain the interior of the leased premises at all times in good condition and repair, all in accordance with the laws of the State of Alaska and all directions and regulations of governmental agencies having jurisdiction thereof. Lessee shall commit no waste of any kind in or about the leased premises, and Lessee shall pay for all damage to the Building, as well as damage to Lessees or occupants thereof, caused by Lessee's misuse or neglect of the leased premises, its apparatus or appurtenances. At the expiration of the term hereof, or on the termination of this Lease, Lessee shall surrender the leased premises in good and clean condition, normal wear and tear accepted.
2. Lessor shall maintain and repair all plumbing, lines, and equipment installed for the general supply of hot and cold water, heat, ventilation, and electricity, except that Lessee shall be responsible for any and all maintenance and repairs attributable to obstructions or objects deliberately or negligently introduced or placed in the fixtures, lines, or equipment by Lessee, Lessee's employees, agents, licensees or invitees. Maintenance and repair of extensions within the leased premises from the point of general supply shall be the responsibility of Lessee. Lessee shall be responsible for repair or replacement of doors and windows located on the Leased Premises for any cause except for causes attributed to Lessor.
3. Lessee may, at its own cost and expense, make interior remodels and desired improvements from time to time during the term of this Lease. Lessee may, at its own cost and expense, make alterations, additions, and improvements in and to the Premises as it finds necessary and convenient for its purposes. Notwithstanding the foregoing, Lessee may not remove and replace the Improvements or make any alterations whose cost exceeds \$2,000 without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Alterations, addition, and improvements made by Lessee must



not diminish the value of the Premises and must use materials of the same or better quality as the materials used on the Premises as of the date of this Lease.

4. Lessee is permitted to alter any lock or install new additional locks or bolts.

5. The leased space is to be used as wholesale marijuana edibles business only and Lessee agrees that the space is not to be open to the public or used as a retail store.

6. Lessee is not permitted to install or hang any signage, except as may be required by law.

Lessee shall not assign this lease without prior written consent of the Lessor. Any unauthorized assignment or transfer of the Lease or the Leased Premises shall be voidable by the Lessor at their option. Any assignment or transfer by Lessee with the consent of the Lessor shall not relieve the Lessee of any of their duties and obligations under this Lease. Lessee may sublet any space within the leased premises, provided Lessee obtain prior written approval and adheres to all terms of the lease.

Lessee at any time during the term of this Lease shall permit inspection of the leased premises during reasonable hours by the Lessor, its agents, or its representatives.

Lessee, at its own expense, shall obtain all licenses and permits required by Governmental Agencies having jurisdiction over the operation of the business and shall keep all said licenses and permits valid during the operation of the business. If Lessee is unable to obtain the required licenses within the first 150 days of the commencement of this lease, the entire lease becomes null and void.

Lessee, at its own expense, shall maintain the leased premises and appurtenances thereto in good repair, and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear. This includes: painting, carpeting, lighting fixtures and bulbs.

INDEMNIFICATION

Lessee agrees to indemnify, defend, and hold Lessor harmless against any claim, loss, liability or expense, including reasonable attorneys' and consultant and experts fees, for injury or damages to person or property directly arising out of or connected with Lessee's use, occupancy, maintenance, or repair of the Premises or any portion thereof, in the performance of the covenants of this Lease or in connection with the actions or omissions of Lessee, its employees, agents, contractors, subcontractors, business invitees, or licensees on or about the Premises.

Lessor agree to indemnify, defend and hold Lessee harmless against any claim, loss, liability or expense, including reasonable attorneys' fees, for injury or damages to person or property occurring on the Premises during the term of this Lease and any extension thereof resulting from the negligent construction or the misconduct of Lessors, its agents, employees, contractors, subcontractors, business invitees or licenses. The provisions of this section shall survive the termination or expiration of this Lease.

INSURANCE

Lessee will maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

Lessee will maintain Worker's Compensation insurance that complies with state law.



On or before the Rent Commencement Date, Lessee shall deliver to Lessors certificates of such insurance set forth herein. Such certificate shall recite that said policy may not be canceled without thirty (30) days' prior written notice to Lessor. If Lessee fails to maintain said insurance, Lessor may, but shall not be required to, procure and maintain the same at the expense of the Lessee.

NOTICES

All notices hereunder may be delivered or mailed; if mailed, they will be sent certified or registered. The following addresses applies to either hand delivery or mailing:
Lessor: Facility Management Services PO Box 231573 Anchorage, AK 99523
Lessor: Alaska 1st Realty, Inc., 44045 Kalifornsky Beach Rd, Suite B, Soldotna AK 99669
Lessee: Sideshow Foods, LLC., 36180 Spur Hwy, Soldotna, AK 99669

NON WAIVER OF BREACH

The failure of the Lessor or the Lessee to insist upon strict performance of any of the covenants and agreements of this Lease, in part or whole, shall not be construed to be a waiver, but the same shall be and remain in force and effect.

HEIRS, SUCCESSORS, AND ASSIGNS


Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any and/or all parties hereto. The Lessor shall have the absolute right to assign this lease at any time.

COST AND ATTORNEY'S FEES

If by reason of any default on the part of either the Lessor or Lessee in the performance of any of the provisions of this lease, it becomes necessary for either party to employ an attorney, the losing party agrees to pay all reasonable costs, expense and attorney's fees expended or incurred by the prevailing party in connection therewith.

IN WITNESS THEREOF, the parties hereto have executed this lease the day and year first above written.


For: Facility Management Services Date


For: Sideshow Foods LLC. Date 5-3-2017



LEASE ADDENDUM / AMENDMENT

THIS LEASE ADDENDUM / AMENDMENT made this 04th day of August 2017 by and between Alaska 1st Realty, Inc., hereafter referred to as "Lessor", and Martin Christensen, DBA Facility Management Services, hereinafter referred to as "Lessee",

PROPERTY DESCRIPTION

Suite A consisting of approximately 2000 sq-ft at 36160 Spur Hwy, Soldotna, AK 99669

TERMS

The following addendum / amendments are agreed upon by Lessee and Lessor:

- 1) This lease dated March 28th, 2017 by and between Alaska 1st Realty, Inc., hereafter referred to as "Lessor", and Martin Christensen, DBA Facility Management Services, hereinafter referred to as "Lessee", for the above mentioned property, is amended as follows;
 - a) Lessor and Lessee agree that in the event of default, Lessor agrees that Lessor will not remove or take possession of marijuana, nor marijuana products, and that AMCO will be contacted.

IN WITNESS THEREOF, the parties hereto have executed this lease addendum / amendment the day and year first above written.

Erick Watkins

dotloop verified
08/07/17 4:07PM EDT
FLY4-RGLU-BOWM-L410

For Alaska 1st Realty, Inc.: Erick Watkins,
Broker



dotloop verified
08/07/17 5:54PM EDT
PJ84-QWMG-F1QU-HIKV

For Facility Management Services, Martin Christensen
Owner



(Master Lease)

LEASE

THIS LEASE made this 28st day of March 2017 by and between Alaska 1st Realty, Inc., hereafter referred to as "Lessor", and Martin Christensen, DBA Facility Management Services, hereinafter referred to as "Lessee"

WITNESSTH

In consideration of the payment of the rents and performance of covenants and conditions hereinafter set forth, Lessor hereby leases to Lessee, and Lessee hereby leases, takes, and hires from Lessor, the following described real property:

PROPERTY DESCRIPTION

Suite A consisting of approximately 2000 sq-ft at 36160 Spur Hwy, Soldotna, AK 99669

TERMS

The following terms are agreed upon by Lessee and Lessor:

- 1) The term of this lease shall be for 2 Years, Commencing on April 1st, 2017 and terminating on March 31st, 2019.
 - a) Lessor and Lessee agree that on or about Feb 28th, 2019 they will notify each other of their intent and desire to renew the lease beyond March 31st, 2019. If lease is not renewed, then after Feb 28th, 2019, either party may cancel this Lease by giving 90 days written notice to the other party. Unless this Lease is terminated by another provision of this Lease, Lessor and Lessee shall both remain bound by all provisions of this Lease until proper notice has both been given by one party and enjoyed by the other as described in this section.
 - b) In the event Lessee remains in possession of the Lease Premises after expiration of this lease without a written Lease Agreement, Lessee shall be deemed to be occupying the Leased premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of the Lease Agreement insofar as they may be applicable to such month-to-month tenancy.
 - c) Upon termination of this Lease, the Lessee shall peaceably and quietly leave, surrender and yield up to the Lessor all and singular the leased premises, cleaned, in good order and repair, ordinary wear and tear excepted, together with all alterations, additions, and improvements which may have been made upon the premises. Should the premises not be surrendered after termination, the Lessee shall immediately indemnify the Lessor against loss or liability resulting from delay by the Lessee in so surrendering the premises, including, without limitation, any claims made by any succeeding Lessee founded on such delay.
- 2) The Lessee shall pay the Lessor the sum of two thousand dollars (**\$2,000.00**) per month, in advance, on the 1st day of each and every month, plus Borough Sales Tax, currently \$15.00 per month, unless exempt.
- 3) Lessor shall provide for the following maintenance and utilities: Water, Sewer, Refuse, parking lot snow removal.
- 4) Lessee shall provide the following utilities: Gas, Electric, and any other utilities not mentioned herein. Lessee is responsible for the sidewalk directly in front of its own leased space free of snow and in a safe condition for pedestrian traffic. Lessor is not responsible for sidewalk snow and ice removal services.
- 5) Lessee is responsible for any hazardous waste cleanup which may be caused solely by Lessee's negligence on and around the area the Lessee is responsible for.
- 6) Lessee shall not at any time allow occupants, visitors, or any other person to smoke in, or in front of the Leased Space. Smoking is permitted ONLY behind the building or on the south side.
- 7) Lessor agrees to hold the Premises for Lessee through August 2017 for a non refundable fee of \$3,500 in order to allow Lessee to obtain appropriate permits and licensing.

RECEIVED
 JUN 13 2017 Page 1 of 4
 ALCOHOL MARIJUANA CONTROL OFFICE
 STATE OF ALASKA

- May 02 2017 10:00AM Liberty Tax Service 1000075017 page 2
- 8) Lessor and Lessee mutually agree to a 150 day moratorium on lease payments, or until Lessee obtains State of Alaska permits to operate, whichever comes first.
 - 9) Lessor acknowledges that Lessee intends to operate a "marijuana wholesale production business" from the leases premises.
 - 10) Lessor agrees to allow lessee to sub-lease a portion of the space to "Side Show food LLC." In so much that the sub lessee is held to the same terms and conditions as outlined in this lease. No subletting any other party unless authorized in writing by Lessor will be permitted.

COVENANTS

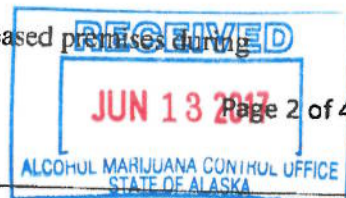
Lessor shall pay all taxes, levied or assessed, during the term of this lease on the real property.

Maintenance, Repair, and Improvements:

1. Lessor shall, at its expense, maintain and keep in good repair the foundations, exterior walls, roof and other structural portions of the Building, including providing seasonal snow removal, refuse removal, and basic parking lot sanding. Lessee shall, at Lessee's expense, maintain the interior of the leased premises at all times in good condition and repair, all in accordance with the laws of the State of Alaska and all directions and regulations of governmental agencies having jurisdiction thereof. Lessee shall commit no waste of any kind in or about the leased premises, and Lessee shall pay for all damage to the Building, as well as damage to Lessees or occupants thereof, caused by Lessee's misuse or neglect of the leased premises, its apparatus or appurtenances. At the expiration of the term hereof, or on the termination of this Lease, Lessee shall surrender the leased premises in good and clean condition, normal wear and tear accepted.
2. Lessor shall maintain and repair all plumbing, lines, and equipment installed for the general supply of hot and cold water, heat, ventilation, and electricity, except that Lessee shall be responsible for any and all maintenance and repairs attributable to obstructions or objects deliberately or negligently introduced or placed in the fixtures, lines, or equipment by Lessee, Lessee's employees, agents, licensees or invitees. Maintenance and repair of extensions within the leased premises from the point of general supply shall be the responsibility of Lessee. Lessee shall be responsible for repair or replacement of doors and windows located on the Leased Premises for any cause except for causes attributed to Lessor.
3. Lessee may, at its own cost and expense, make interior remodels and desired improvements from time to time during the term of this Lease. Lessee may, at its own cost and expense, make alterations, additions, and improvements in and to the Premises as it finds necessary and convenient for its purposes. Notwithstanding the foregoing, Lessee may not remove and replace the Improvements or make any alterations whose cost exceeds \$2,000 without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Alterations, addition, and improvements made by Lessee must not diminish the value of the Premises and must use materials of the same or better quality as the materials used on the Premises as of the date of this Lease.
4. Lessee is permitted to alter any lock or install new additional locks or bolts.
5. The leased space is to be used as wholesale marijuana edibles business only and Lessee agrees that the space is not to be open to the public or used as a retail store.
6. Lessee is not permitted to install or hang any signage, except as may be required by law.

Lessee shall not assign this lease without prior written consent of the Lessor. Any unauthorized assignment or transfer of the Lease or the Leased Premises shall be voidable by the Lessor at their option. Any assignment or transfer by Lessee with the consent of the Lessor shall not relieve the Lessee of any of their duties and obligations under this Lease. Lessee may sublet any space within the leased premises, provided Lessee obtain prior written approval and adheres to all terms of the lease.

Lessee at any time during the term of this Lease shall permit inspection of the leased premises during





reasonable hours by the Lessor, its agents, or its representatives.

Lessee, at its own expense, shall obtain all licenses and permits required by Governmental Agencies having jurisdiction over the operation of the business and shall keep all said licenses and permits valid during the operation of the business. If Lessee is unable to obtain the required licenses within the first 150 days of the commencement of this lease, the entire lease becomes null and void.

Lessee, at its own expense, shall maintain the leased premises and appurtenances thereto in good repair, and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear. This includes: painting, carpeting, lighting fixtures and bulbs.

INDEMNIFICATION

Lessee agrees to indemnify, defend, and hold Lessor harmless against any claim, loss, liability or expense, including reasonable attorneys' and consultant and experts fees, for injury or damages to person or property directly arising out of or connected with Lessee's use, occupancy, maintenance, or repair of the Premises or any portion thereof, in the performance of the covenants of this Lease or in connection with the actions or omissions of Lessee, its employees, agents, contractors, subcontractors, business invitees, or licensees on or about the Premises.

Lessor agree to indemnify, defend and hold Lessee harmless against any claim, loss, liability or expense, including reasonable attorneys' fees, for injury or damages to person or property occurring on the Premises during the term of this Lease and any extension thereof resulting from the negligent construction or the misconduct of Lessors, its agents, employees, contractors, subcontractors, business invitees or licensees. The provisions of this section shall survive the termination or expiration of this Lease.

INSURANCE

Lessee will maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

Lessee will maintain Worker's Compensation insurance that complies with state law.

On or before the Rent Commencement Date, Lessee shall deliver to Lessors certificates of such insurance set forth herein. Such certificate shall recite that said policy may not be canceled without thirty (30) days' prior written notice to Lessor. If Lessee fails to maintain said insurance, Lessor may, but shall not be required to, procure and maintain the same at the expense of the Lessee.

NOTICES

All notices hereunder may be delivered or mailed; if mailed, they will be sent certified or registered. The following addresses applies to either hand delivery or mailing:

Lessee: Facility Management Services PO Box 231573 Anchorage, AK 99523

Lessor: Alaska 1st Realty, Inc., 44045 Kalifornsky Beach Rd, Suite B, Soldotna AK 99669

NON WAIVER OF BREACH

The failure of the Lessor or the Lessee to insist upon strict performance of any of the covenants and agreements of this Lease, in part or whole, shall not be construed to be a waiver, but the same shall be and remain in force and effect.

HEIRS, SUCCESSORS, AND ASSIGNS

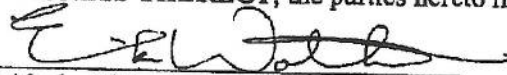
Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any and/or all parties

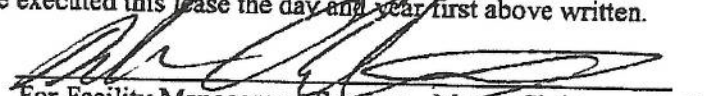
hereto. The Lessor shall have the absolute right to assign this lease at any time.

COST AND ATTORNEY'S FEES

If by reason of any default on the part of either the Lessor or Lessee in the performance of any of the provisions of this lease, it becomes necessary for either party to employ an attorney, the losing party agrees to pay all reasonable costs, expense and attorney's fees expended or incurred by the prevailing party in connection therewith.

IN WITNESS THEREOF, the parties hereto have executed this lease the day and year first above written.


For Alaska 1st Realty, Inc.: Erick Watkins,
Broker


For Facility Management Services, Martin Christensen
Owner





Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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


Section 1 – Establishment Information

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

Licensee:	Sideshow Food LLC	License Number:	13175
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	FIRE EATER		
Physical Address:	36160 SPUR HWY, SUITE A		
City:	SOLDOTNA	State:	AK
		Zip Code:	99669 - 3448
Designated Licensee:	NICOLE CHRISTENSEN		
Email Address:	sideshowfood@gmail.com		

Section 2 – Attached Items

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

Attached Items:	<p>Publisher's Affidavit</p> 
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OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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CLARION PENINSULA

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

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA, }
 STATE OF ALASKA } SS:

Elizabeth A. Ulricksen 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

Marijuana Notice
 a printed copy of which is hereto annexed was published in said paper once each and every week for 3 successive and consecutive weeks in the issues on the following dates:

MARIJUANA PRODUCT MANUFACTURING FACILITY LICENSE

Sideshow Food LLC is applying under 3 AAC 306.500(a)(1) for a new Marijuana Product Manufacturing Facility license, license #13175, doing business as FIRE EATER, located at 36160 SPUR HWY, SUITE A, SOL-DOTNA, AK 99669-3448, 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.

Pub: 5/19, 26 & 6/2/2017 8060798/736503

Account No. 1000736503

Sideshow Food LLC
 P.O.BOX 231573 ANCHORAGE AK 99523 US

Ad # 8060798

Pub Date	Edition	Section	Page
05/19/2017	KEN PENINSULA CLARION	LEGAL NOTICES	C 4
05/26/2017	KEN PENINSULA CLARION	LEGAL NOTICES	C 3
06/02/2017	KEN PENINSULA CLARION	LEGAL NOTICES	C 4

X *Elizabeth A. Ulricksen*
 SUBSCRIBED AND SWORN to me before this 6th day of June, 2017.

[Signature]
 NOTARY PUBLIC in favor for the State of Alaska.

My commission expires October 7, 2019

