



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

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

July 15, 2020

Kenai Peninsula Borough  
Attn: Johni Blankenship  
VIA Email: [jblankenship@kpb.us](mailto:jblankenship@kpb.us)  
CC: [micheleturner@kpb.us](mailto:micheleturner@kpb.us)  
[tshassetz@kpb.us](mailto:tshassetz@kpb.us)  
[sness@kpb.us](mailto:sness@kpb.us)  
[dhenry@kpb.us](mailto:dhenry@kpb.us)

License Number:	23810
License Type:	Retail Marijuana Store
Licensee:	FAT TOPS, LLC.
Doing Business As:	FAT TOPS, LLC.
Physical Address:	35975 Kenai Spur Hwy. Soldotna, AK 99669
Designated Licensee:	Dave Parker
Phone Number:	907-953-2470
Email Address:	daveparker907@gmail.com

☒ **New Application**      ☐ **New Onsite Consumption Endorsement Application (Retail Only)**

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application 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. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

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 August 19-20, 2020 meeting.

Sincerely,

A handwritten signature in dark ink, appearing to read "Glen Klinkhart". The signature is stylized with a large initial "G" and a long, sweeping underline.

Glen Klinkhart, Interim Director

[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Department of Commerce, Community, and Economic  
Development

## CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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# ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	FAT TOPS, LLC.

**Entity Type:** Limited Liability Company

**Entity #:** 10041733

**Status:** Good Standing

**AK Formed Date:** 9/30/2016

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

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

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

## Registered Agent

**Agent Name:** David Parker

**Registered Mailing Address:** PO BOX 1462, STERLING, AK 99672

**Registered Physical Address:** 29008 WHALE OF A TAIL AVENUE, STERLING, AK 99672

## Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	David Parker	Manager, Member	100.00

## Filed Documents

Date Filed	Type	Filing	Certificate
9/30/2016	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
9/30/2016	Initial Report	<a href="#">Click to View</a>	
4/12/2018	Biennial Report	<a href="#">Click to View</a>	
12/31/2019	Biennial Report	<a href="#">Click to View</a>	

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

Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**FAT TOPS, LLC.**

36380 MURRAY LANE, SOLDOTNA, AK 99669

owned by

FAT TOPS, LLC.

is license by the department to conduct business for the period

February 25, 2019 to December 31, 2020  
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



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

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

Julie Anderson  
Commissioner



THE STATE

of  
**ALASKA**

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

FOR DIVISION USE ONLY

### Limited Liability Company

#### 2018 Biennial Report

For the period ending December 31, 2017

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- This report is due on January 02, 2018
- \$100.00 if postmarked before February 02, 2018
- \$137.50 if postmarked on or after February 02, 2018

Entity Name: FAT TOPS, LLC.  
Entity Number: 10041733  
Home Country: UNITED STATES

Home State/Province: ALASKA

#### Registered Agent

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

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

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

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

Name	Address	% Owned	Titles
David Parker	PO BOX 1462, STERLING, AK 99672	100	Manager, Member

Purpose: Any lawful purpose.

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

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

Name: David Parker





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of  
**ALASKA**

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

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

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### 1 - Entity Name

Legal Name: FAT TOPS, LLC.

### 2 - Purpose

Any lawful purpose.

### 3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

### 4 - Registered Agent

Name: David Parker

Mailing Address: PO Box 1462, Sterling, AK 99672

Physical Address: 29008 Whale of a Tail Avenue, Sterling, AK 99672

### 5 - Entity Addresses

Mailing Address: PO Box 1462, Sterling, AK 99672

Physical Address: 36380 Murray Lane, Soldotna, AK 99669

### 6 - Management

The limited liability company is managed by a manager.

## 7 - Officials

Name	Address	% Owned	Titles
David Parker			Organizer

### Name of person completing this online application

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

Name: Lance Wells, Atty.



**OPERATING AGREEMENT  
OF  
FAT TOPS, LLC.**

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

**RECITALS**

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

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

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

**ARTICLE I  
ORGANIZATIONAL MATTERS**

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

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

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



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

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

## **ARTICLE II DEFINITIONS**

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



- (b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account shall be subtracted from taxable income or added to such taxable loss, as the case may be;
- (c) In the event the value at which any Company asset is reflected in Capital Accounts is adjusted pursuant to Regulations Section 1.704-1(b)(2)(iv)(i)(f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset;
- (d) Gain or loss resulting from any disposition of an asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the value at which the asset disposed of its property reflected in the Capital Accounts of the Members pursuant to Regulations Section 1.704-1(b)(2)(iv);
- (e) In lieu of depreciation, amortization, and other cost recovery deduction taken into account in computing taxable income or loss, there shall be taken into account depreciation, cost recovery, or amortization computed in accordance with Regulations Section 1.704-1(b)(2)(iv)(g)(3).

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

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

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

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

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



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

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

### **ARTICLE III CAPITAL CONTRIBUTIONS**

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

#### **3.2 Additional Capital Contributions.**

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

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

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



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

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

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

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

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

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

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



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

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

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

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

#### **ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS**

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

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



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

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

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

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

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

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

**4.4 Special Allocations.**

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



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

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

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

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

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



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

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

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

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

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



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

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

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

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



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

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

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

## **ARTICLE V MANAGEMENT AND OPERATION**

### **5.1 Manager.**

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

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



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

- (a) The making of any expenditure incurred in connection with the business of the Company;
- (b) The use of the assets of the Company in connection with the business of the Company;
- (c) The negotiation, execution, and performance of any contracts, conveyances, or other instruments;
- (d) The distribution of Company cash other than as required pursuant to any other provision of this Agreement;
- (e) The selection and dismissal of employees and outside attorneys, accountants, consultants, and contractors, and the determination of their compensation and other terms of employment or hiring;
- (f) The maintenance of insurance for the benefit of the Company and the Members;
- (g) The control of any matters affecting the rights and obligations of the Company, including the conduct of litigation and incurring of legal expense and the settlement of claims and litigations;
- (h) The indemnification of any person against liabilities and contingencies to the extent permitted by law;
- (i) The making or revoking of the elections referred to in Code Section 754 or any similar provision enacted in lieu thereof, or any corresponding provision of state tax laws (and each Member will, upon request of the Manager, supply the information necessary to properly give effect to such elections);
- (j) The filing of such amendments to the Articles as may be required or as Manager may deem necessary from time to time;
- (k) The filing on behalf of the Company of all required local, state, and federal tax returns and other documents relating to the Company.

DEC 02 2016

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

- (a) Any amendment to this Agreement, which would (i) adversely affect the limited liability of the Members under the Act or under applicable law; or (ii) cause the Company to cease to be treated as partnership for federal or state income tax purposes;
- (b) The merger or consolidation of the Company with any other entity;
- (c) Any act in contravention of this Agreement;
- (d) Do any act which would make it impossible to carry on the ordinary business of the Company;
- (e) Possess Company property;
- (f) Make any loan to any Member;
- (g) Commingle the Company's funds with those of any other Person;
- (h) The acquisition, by purchase, lease, or otherwise, or sale of any real property;
- (i) The giving, granting, or entering into any options or sale contracts, mortgages, liens, other encumbrances, or pledges on or with respect to the Property, other than any easement, license, or right-of-way for purposes of acquiring services for the Property desirable in the conduct of the business of the Company;
- (j) Except for making borrowings from Members obtaining, accepting, increasing, modifying, refinancing, consolidating, or extending any loan or loan commitment;
- (k) Admission of any new Members;
- (l) Except as set forth in Section 5.8 below, entering into any agreement with any Member or affiliate of any

DEC 02 2015



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

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

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

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

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

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

**5.2 Tax Matters Member.**



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

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

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

DEC 02 2016



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

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

5.6 **Other Activities.**

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

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

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



**ARTICLE VI**  
**MEMBERS**

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

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

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

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

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

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

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



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

#### 6.4 **Meetings.**

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

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

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

DEC 02 2016



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

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

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

- (a) If only one votes, his/her act binds all;
- (b) If more than one vote, the act of the majority so voting binds all;
- (c) If more than one vote, but the vote is evenly split on any particular matter, each fraction may vote the Member's interest in question proportionately. If the instrument so filed shows that any such tenancy is held in unequal interests, a majority or even split in interest.

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

DEC 02 2016



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

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

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

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

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

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

DEC 02 2016



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

#### **6.6 Withdrawal.**

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

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

### **ARTICLE VII INDEMNIFICATION**

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



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

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

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

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

DEC 02 2016



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

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

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

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

DEC 02 2016



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

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

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

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

DEC 02 2018



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

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

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

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

#### **ARTICLE VIII BOOKS, ACCOUNTING, AND REPORTS**

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

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



- (b) A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or amendments have been executed;
- (c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years or such longer period as may be required by law, or, if such returns and reports were not prepared for any reason, copies of the information and records provided to, or which should have been provided to, the Members to enable them to prepare their federal, state, and local tax returns for such period;
- (d) Copies of the current effective Company operating agreement, together with all amendments thereto, and copies of any Company operating agreements no longer in effect;
- (e) Copies of any financial statements of the Company for the three most recent years or such longer period as may be required by law;
- (f) A writing setting forth the amount of cash and a statement of the agreed value of other property or services contributed by each Member, and the times at which or events upon happening of which additional contributions agreed to be made by the Member are to be made;
- (g) Copies of any written promises by a Member to make a Capital Contribution to the Company;
- (h) Copies of any written consents by the Members to admit any Person other than an Original Member as a Member of the Company;
- (i) Copies of any written consents by the Members to continue the Company upon an event of withdrawal or disqualification of any Member;
- (j) Copies of any other instruments or documents reflecting matters required to be in writing pursuant to the terms of this Agreement.



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

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

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

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



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

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

Annual financial statements shall be provided to the Members.

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

#### **ARTICLE IX TAX MATTERS**

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

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

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

#### **ARTICLE X ASSIGNMENT OF MEMBERSHIP INTERESTS**

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

DEC 02 2015



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

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

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

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

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

DEC 02 2018



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

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

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

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

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

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

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

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



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

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

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

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

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

DEC 02 2018



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

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

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

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

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



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

#### **ARTICLE XI ADMISSION OF MEMBERS TO THE COMPANY**

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

#### **ARTICLE XII DISSOLUTION AND LIQUIDATION**

12.1 (Intentionally left blank.)

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



- (a) The occurrence of any event of withdrawal set forth in the Act but only to the extent required by the Act;
- (b) The expiration of the term of the Company as provided in Section 1.4; or
- (c) Upon the written consent of Members holding two-thirds of the Percentage Interests.

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

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

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



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

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

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

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

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

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

DEC 02 2016



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

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

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

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

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

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

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

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

#### **ARTICLE XIII GENERAL PROVISIONS**



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

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

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

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

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

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

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

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

DEC 02 2018



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

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

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

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

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

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

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

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

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

DEC 02 2016



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

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

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

**ARTICLE XIV  
CONFIDENTIAL INFORMATION**

DEC 02 2018



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

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

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

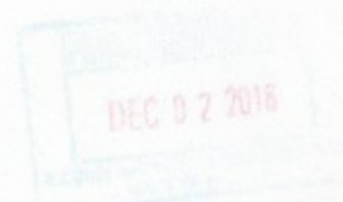
IN WITNESS WHEREOF the Original Members have hereunto set respective hands on the date first above written.

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

DATED: 11/29/2016

By: 

David Parker,  
Original Member/Manager







THE STATE  
of **ALASKA**  
GOVERNOR MICHAEL J. DUNLEAVY

Department of Environmental  
Conservation

DIVISION OF ENVIRONMENTAL HEALTH  
Food Safety and Sanitation Program

43335 Kalifornsky Beach Road, Suite 11  
Soldotna, Alaska 99669-9792  
Main: 907.262.3408  
Fax: 907.262.2294

February 26, 2020

David Parker  
Fat Tops LLC  
35795 Spur Hwy  
Soldotna, AK 99669

Subject: DEC Food Establishment Permit Not Required

Dear Mr. David Parker,

Thank you for your recent application for a permit from the Department of Environmental Conservation's Food Safety and Sanitation program. This letter is to inform you that the marijuana establishment you have described in your application does not require a permit under the Alaska Food Code (18 AAC 31) since your plan is to sell only prepackaged, non-potentially hazardous food (18 AAC 31.012(c)(1)).

Non-potentially hazardous foods are foods that do not support the growth of dangerous bacteria because of their water activity, pH or a combination of the two. A good method to determine whether a food is non-potentially hazardous is whether it requires refrigeration to keep it safe or preserve it. If it does not require refrigeration, it is most likely non-potentially hazardous. If you are unsure about the safety of a product and whether it requires temperature control be sure to contact the Food Safety and Sanitation Program for more information.

Please be aware that if you change the type of food that you sell at your establishment to include foods that are potentially hazardous, you will be required to submit a plan of your operations and apply for a food establishment permit.

Sincerely,

  
Heidi Isernhagen  
Environmental Health Officer II

AMCO

MAR 16 2020





Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

### What is this form?

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

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

### Section 1 – Establishment Information

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

Licensee:	Fat Tops LLC	License Number:	23810		
License Type:	Retail Marijuana Store				
Doing Business As:	FAT TOPS LLC				
Premises Address:	35975 Kenai Spur Hwy				
City:	Soldotna	State:	AK	ZIP:	99669

### Section 2 – Individual Information

Enter information for the individual licensee.

Name:	David Parker
Title:	Owner

### Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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



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

#11138 Cultivation License, Own  
#11140 Retailer License, Own





Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

### Section 4 – Certifications

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

Initials

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



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



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



I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.



I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.



I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.



I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).



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



I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.



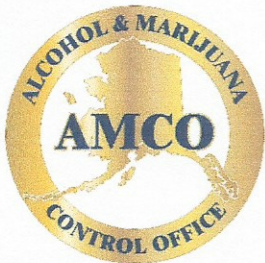
I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.



I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.







Alaska Marijuana Control Board

**Form MJ-00: Application Certifications**

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

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



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.



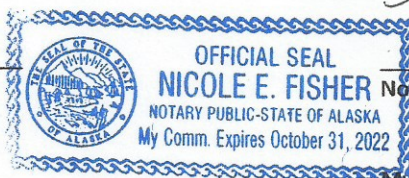
**All marijuana establishment license applicants:**

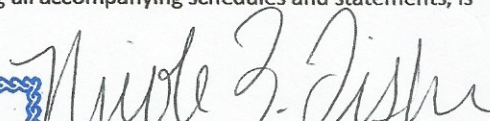
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

  
Signature of licensee

Dave Parker

Printed name of licensee



  
Notary Public in and for the State of Alaska

My commission expires: October 31<sup>st</sup> 2022

Subscribed and sworn to before me this 19 day of December, 2019.





## Alaska Marijuana Control Board

**Form MJ-01: Marijuana Establishment Operating Plan****What is this form?**

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

**What must be covered in an operating plan?**

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

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

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 & Contact Information**

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

Licensee:	Fat Top, LLC	MJ License #:	23810		
License Type:	Retail Marijuana Store				
Doing Business As:	Fat Tops, LLC				
Premises Address:	35975 Kenai Spur Hwy.				
City:	Soldotna	State:	Alaska	ZIP:	99669

Mailing Address:	P.O. Box 1462				
City:	Sterling	State:	Alaska	ZIP:	99672

Designated Licensee:	Dave Parker				
Main Phone:	907-953-2470	Cell Phone:	907-953-2470		
Email:	daveparker907@gmail.com				





## Form MJ-01: Marijuana Establishment Operating Plan

### Section 2 – Control Plan for Persons Under the Age of 21

**2.1. 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:**

This is a marijuana retail store. Once legal id's are checked, persons 21 years of age and older will be admitted. Upon admittance, they will review the menus with available selections, approach and place order. Their order will be filled, point of sale system utilized for the sale and the product subsequently given to them in packaging as required. No tours or leisure visits are permitted within the licensed premises areas or any portion of this licensed facility including restricted areas. Any visitors to this part of the licensed premises will have to be able to prove: over 21 years of age via valid ID: State or federal, driver's license, passport etc., and need to be escorted into any restricted access area. If a need is determined, visitor's identification will be screened, and the visitors log will be filled out. Visitors will wear an identification tag at all times while in the facility. No more than 5 visitors per employee or agent will be permitted in the facility at a time, in accordance with applicable laws and AMCO regulations. All other means of ingress and egress doors to this facility and the building will remain locked at all times. No handling of the marijuana will occur except by the licensee, his employees or agents and not by visitors or customers. All marijuana will be kept in restricted areas where no customers will have access to it. Video surveillance will record all entries, exits, points of sale and rooms within this licensed facility.

### Section 3 – Security

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

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

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

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

A logbook to record the persons full name, date of visit, time of entry and departure and nature/purpose of visit will be maintained. Visitor's I.D. numbered badges will also be required to be worn at all times while upon the premises. Badges will be returned at the end of said visit they will be accounted for the end of each visit as well. The Applicant requires all visitors to call ahead and establish an appointment at the facility before they arrive. Upon arrival, an employee escort who will request identification from the visitor, complete the visitor's log, and issue a visitor's badge. Valid forms of identification include an unexpired, unaltered passport; a driver's license or permit; or an identification card of any U.S. state or province or territory of Canada. Anyone without identification and/or under the age of 21 may not enter the retail facility. The designated employee shall record the information pertaining to the visit on a visitor's log and issue a visitor's identification badge before entering the restricted area. Information on the visitor's log includes name, date of birth, current date, time in/out, email address or phone number, and the employee escort's name. The visitor shall wear the badge while on the premises. The employee escort is required to remain with the visitor and is responsible for noting the time the visitor leaves and retrieving the visitor's badge. The Visitor's Policy shall apply to all facility visitors included, but not limited to, contractors, wholesale purchase customer, and delivery/transportation drivers. No more than five visitors per escort. All restricted access areas will be clearly marked and remain locked and closed until a need for them to be opened is determined.





## Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



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

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

Commercial grade exterior lighting will be on all four (4) sides of the building to activate at dusk and turn off at dawn in order to illuminate the area for security purposes as well as camera recording during the night time hours. Security cameras will record 24 hours per a day, seven days per week, 365 days per a year for a minimum of 40 days as per AMCO regulation.





## Form MJ-01: Marijuana Establishment Operating Plan

**3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:**

Pursuant to 3 AAC 306.715(c)(2) a security alarm system on all exterior doors and windows; and The Licensed Facility will have

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

The alarm system will be monitored by a third party agency. Alarm WATCH certifications include IQ Certified Central Station (One of first in nation), UL Certified Facility, UL Certified Operators, SIA Certified Operators, SIA Central Station Trained Instructors, APCO Certified Operators and - FARA and Federal UL 2050. Supporting Alarm Communications and Interactive Service from Every Major Manufacturer

The list includes Connect 24, C24 Interactive, Alarm NET, AES, Uplink, DMP Internet, Tellular, Alarm.com. Based in Maryland with monitoring centers nationwide that are staffed 24 hours a day, 7 days a week. During non-business hours monitoring of all devices (Motion Detectors, door contacts and GE Glass break detectors) within the system will be active and monitored. In the event of a security breach of the licensed premises an exterior as well as interior siren will be activated immediately, an alarm signal will be received by the monitoring center who will notify security, local law enforcement and the licensee.

The system will be comprised of main controls panels with panic functions for fire, emergency and medical. Hold up alarms (silent alarms), multiple interior motion sensors, door and window sensors for all doors and windows. Motion detectors in all rooms and covering all doors and windows. Internal and external siren, a panic pendant style device may also be incorporated into the alarm system. All to be monitored at all times when activated during closed hours. Alarm system controls will be wall-mounted in the vicinity of the main entrance of the proposed facility. Any time the facility is left unattended, the alarm system shall be "active". All windows and exits will be monitored 24 hours a day, 7 days a week. The video system will record 24 hours per a day, 7 days per week, 24 hours per a day in excess of 40 days with day, date and time stamps. Motion detectors are integrated into the security system. Areas covered by motion sensors are also viewable by CCTV through Alarm.com or similar cloud based recording service as well as on premises recording system. In the event of a motion related alarm, Licensee or designated agent will view the camera feed from inside the proposed facility or other location to determine if any action is necessary. The panic pendant may be used in the event of any perceived security breach as well as silent alarm buttons/switches to be activated in case of hold up or other emergency that may arise. Procedures for a notification of security breach: If facility is staffed, assess situation and take appropriate action. Call 911 if necessary. If the situation allows, remain at the facility to assist law enforcement. If facility is vacant, Licensee or authorized agent are to return to facility to assist law enforcement once area is made safe by law enforcement. Law enforcement will be notified immediately by the alarm monitoring company should the alarm be set-off or for fire or other emergency. They will respond. All employees, agents of licensee and licensee will cooperate with members of law enforcement, Alcohol and Marijuana Control Office as soon as reasonably practical and in any case not more than 24 hours after any unauthorized access to the premises or the establishment's knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of marijuana, marijuana products, or money from the licensed premises.

**3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:**

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

**3.7. Describe your policies and procedures for preventing loitering:**

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

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

**3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.**







## Form MJ-01: Marijuana Establishment Operating Plan

### Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.



3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.



3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.



3.12. 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 where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).



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

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

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance 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 Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

Pursuant to 3AAC 306.720(b) Surveillance recording equipment and video surveillance records must be housed in a locked and secure area or in a lock box, cabinet, closet or other secure area that is accessible only to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board. A marijuana establishment may use an off site monitoring service and off-site storage of video surveillance records as long as security requirements at the off-site facility are at least as strict as on-site security requirements as described in this section a. The security room, housing all supporting security and camera equipment, will be locked by Access control and Hess electric strikes to insure the integrity of all security supported hardware for the licensed facility.

i. The single entry point will have Access control supported with LED (green-yellow-red) and buzzer options, with temperatures ratings of -23.8°F (-31°C) to 145.4°F (63°C) Certification and Standards of FCC Certification, RSS-210, UL294 and CE Mark Voltage rage of 5 V DC to 16 V DC with Maximum Input current 50 mAh that part of a Honeywell NetAXS-123 Access Control System with Certification and standards of CE and FCC. Only authorized employees, agents of the board, law enforcement members or authorized agents of the company will have access to this equipment.













**Form MJ-01: Marijuana Establishment Operating Plan****Section 4 – Business Records**

Review the requirements under 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.

**4.1. I certify that the following business records will be maintained and kept on the licensed premises:**

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (*records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises*); 
- b. 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; 
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises; 
- d. records related to advertising and marketing; 
- e. a current diagram of the licensed premises, including each restricted access area; 
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area; 
- g. all records normally retained for tax purposes; 
- h. 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; 
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and 
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745. 

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

Valkyrie Security and Asset Protection Inc. electronic video storage is password protected to prevent any alterations. The security system will generate a daily open/close report by user. The access control system will generate a report of authorized or unauthorized access users attempting to enter a restricted access area. All systems are programmed with redundant password lockout protection. The security room housing all supporting security and camera equipment will be insulated and temperature controlled to insure the integrity of all security supported hardware for the licensed facility. This information will be backed up as required and stored off site in a locked safe. Security camera video will be maintained for a minimum 40 days of recording.

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

These records will be available for inspection upon request. These records include but are not limit to: a current employee list and handler information, contact information for our vendors and video surveillance and alarm systems, records on advertising and marketing, visitor logs, tax records, premise diagram and transportation records. We will provide any record required to be kept on the licensed premises to an employee of the board upon request Any records kept off premises will be provided within 3 days of the request.





## Form MJ-01: Marijuana Establishment Operating Plan

### Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc 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 is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

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

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

### Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every 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, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each 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.

6.2. 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 licensed premises) when on the licensed premises.

6.3. 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.

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

Aside from the marijuana handler's course and required testing, licensees, employees and agents will be kept current as to any change in regulation from AMCO, law enforcement (state, local or federal) as well as to any industry changes. This will be done at monthly meetings between supervisor's and employees. Additional training will also be made available to all employees through applicable media, legal articles, periodicals of trade and updated handler's recertification tests as they become due for recertification as well as any other information that may become available and be applicable. The Internet is also a good source for updated information as well and will be utilized.









## Form MJ-01: Marijuana Establishment Operating Plan

### Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. 
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. 
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. 
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). 

Answer "Yes" or "No" to each of the following questions:

Yes No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐

- 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐

- 7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

### Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

- 8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

All marijuana product will be secured in child proof containers, opaque in color, resealable as required along with meeting all labeling requirements as set forth under statute. They will be stored in a locked safe within transportation vehicles. There will be a key pad locked safe secured and bolted within the transportation vehicle. A licensed handler will transport the marijuana product directly to another retailer (only allowed from retailer to retailer) along with proper METRC documentation and inventory tracking paper work required to release product from inventory and input into buyers (retailer's) inventory tracking system. All state regulations will be followed.

The retail marijuana store will not be transporting the marijuana from the cultivation facility. Retail stores can only transfer marijuana products to other retail stores per regulation. Valkyrie Security and Asset Protection Inc. use armored staff and vehicles. Their transport staff will secure product in locked containers with tamper resistant locks prior to leaving the licensed facility. All locked containers will be with armed transport staff at all times and only removed from vehicle upon arrival to receiving licensed facility. The tamper resistant locks will only be removed in the presence of an authorized person at the receiving licensed facility. All products will be checked and entered into the METRC system upon delivery.





## Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. 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.



8.3. 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.



8.4. 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.



8.5. 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.



8.6. 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.



8.7. 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.



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



### Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

Signs are anticipated at this retail marijuana store. They will either attached to the building or within the windows (no marijuana may be visible to the public) and each sign may not exceed 4800 square inches. The sign would depict the name of the retail facility, address, phone number and any logo. The signage including logo would not be enticing towards children. No more than three signs are permitted. See logo on page 11.





## Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

Advertising may consist of local Alaska Leaf magazine, trade magazines, social media, lighters, clothing items (hats, sweaters and tee shirts) or other items of permissible branding, website, business cards, stickers, and/or in collaboration with local and state wide retailers. It would reflect the name of the business, address, phone number, email address and company logo. The logo will not be enticing towards children. This list is merely inclusive but not exhaustive.

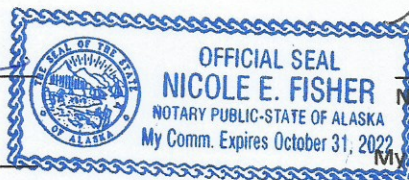
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

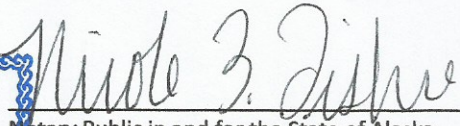


Signature of licensee

**Dave Parker**

Printed name of licensee





Notary Public in and for the State of Alaska

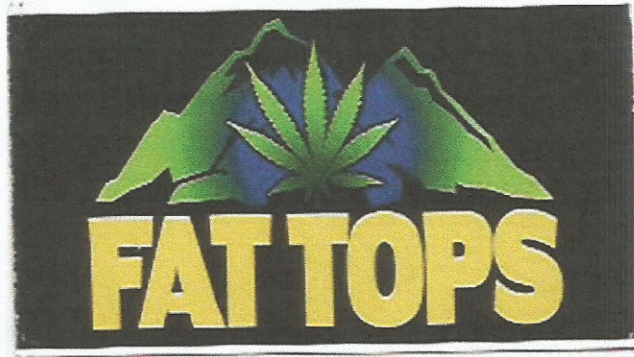
My commission expires: October 31st 2022

Subscribed and sworn to before me this 19<sup>th</sup> day of December, 2019.





(Additional Space as Needed):







## Alaska Marijuana Control Board

# Form MJ-02: Premises Diagram

### What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

### What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**  
a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**  
if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**  
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**  
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**  
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

### Section 1 – Establishment Information

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

Licensee:	Fat Tops, LLC	MJ License #:	23810		
License Type:	Retail Marijuana Store				
Doing Business As:	Fat Tops, LLC				
Premises Address:	35975 Kenai Spur Hwy.				
City:	Soldotna	State:	Alaska	ZIP:	99669



**Form MJ-02: Premises Diagram****Section 2 – Required Information**

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (\*\*) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☒ License number and DBA
- ☒ Legend or key
- ☒ Color coding
- ☒ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☒ Dimensions
- ☒ Labels
- ☒ True north arrow

The following additional details must be included in Diagram 1:

- ☒ Surveillance room
- ☒ Restricted access areas
- ☒ Storage areas
- ☒ Entrances, exits, and windows
- ☒ Walls, partitions, and counters
- ☒ Any other areas that must be labeled for specific license or endorsement types
- ☐ \*\* Serving area(s)
- ☐ \*\*Employee monitoring area(s)
- ☐ \*\*Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- ☒ Areas of ingress and egress
- ☒ Entrances and exits
- ☒ Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- ☒ Areas of ingress and egress
- ☒ Cross streets and points of reference

The following additional details must be included in Diagram 5:

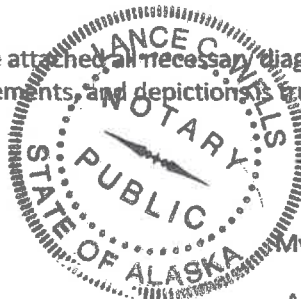
- ☒ Areas of ingress and egress
- ☒ Entrances and exits
- ☒ Walls and partitions
- ☒ Cross streets and points of reference

I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.

Signature of licensee

**David Parker**

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires

6/18/21

Subscribed and sworn to before me this 14 day of July, 2020

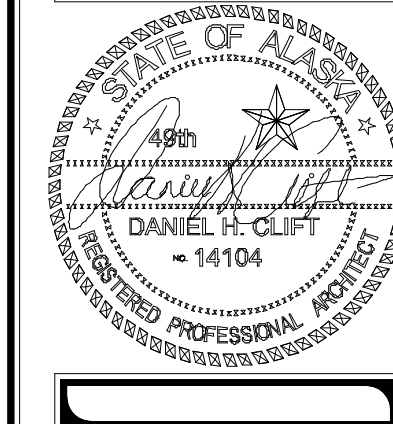


**Determine DESIGN LLC** AECL1613  
903 W. NORTHERN LTS, BLVD # 206  
ANCHORAGE, AK 99503  
Office: (907) 339-9100  
[dan@determinedesign.com](mailto:dan@determinedesign.com)

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Sheet Issue Date:  
6/4/2020 11:07:30 AM

Drawn by: CNH  
Checked by: DHC



Project Title: Fat Tops  
Prepared for: Fat Tops, LLC  
Sheet Title: AMCO MJ-02 Diagrams  
Address: 35975 Kenai Spur Hwy Soldotna, AK 99669

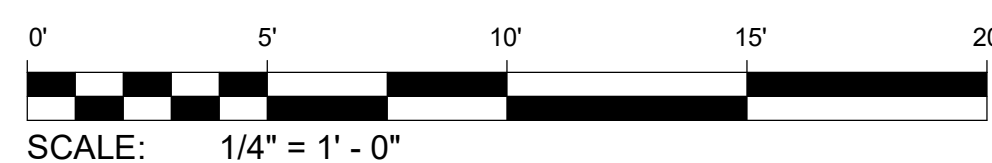
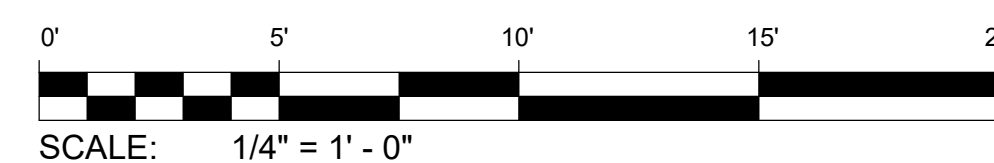










DIAGRAM 2 & 5



-  LICENSED LAWFUL RIGHT TO POSSESSION
-  PROPOSED LICENSED PREMISES
-  SHELVING/DISPLAY W/ MARIJUANA
-  SHELVING/DISPLAY NO MARIJUANA
-  MARIJUANA STORAGE
-  RESTRICTED ACCESS AREA
-  SURVEILLANCE EQUIPMENT
-  POS SYSTEM

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS





DIAGRAM 4

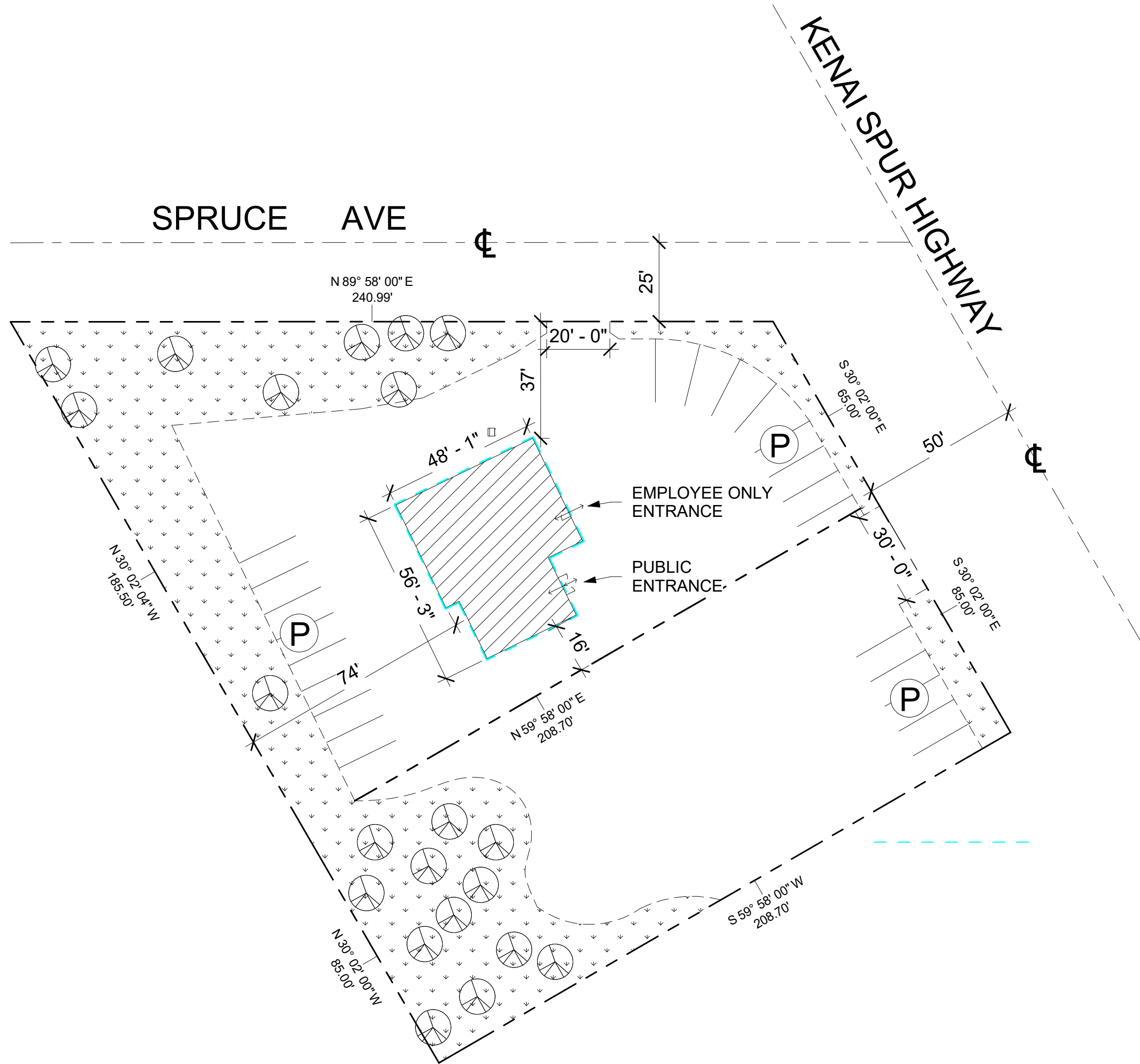
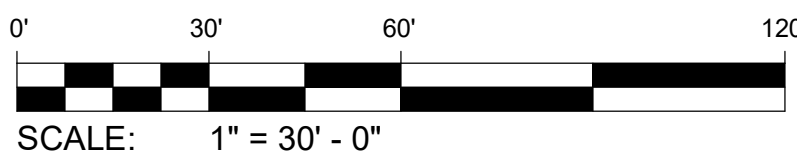


DIAGRAM 3



AMCO KEY

- LICENSED LAWFUL RIGHT TO POSSESSION
- PROPOSED LICENSED PREMISES
- SHELVING/DISPLAY W/ MARIJUANA
- SHELVING/DISPLAY NO MARIJUANA
- MARIJUANA STORAGE
- RESTRICTED ACCESS AREA
- SURVEILLANCE EQUIPMENT
- POS SYSTEM
- INGRESS & EGRESS
- PARKING





## Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

### What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the 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 and 3 AAC 306.315(2).

### What additional information is required for retail stores?

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

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

**This form must be completed and submitted to AMCO's main office before any new or transfer application for a retail marijuana store license will be considered complete.**

### Section 1 – Establishment Information

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

Licensee:	Fat Tops, LLC	MJ License #:	23810		
License Type:	Retail Marijuana Store				
Doing Business As:	Fat Tops, LLC				
Premises Address:	35975 Kenai Spur Hwy.				
City:	Soldotna	State:	Alaska	ZIP:	99669



**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 2 – Overview of Operations**

**2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:**

When an Incoming transfer of marijuana or marijuana product arrives at our facility, the transfer agent will be greeted and will have their marijuana handler permit checked by our staff before being granted access to our facility.

All transfers will occur in the secure portion of our facility.

All visitors, including other licensees and transfer agents, will be logged in our visitors log and will be issued a visitors pass to wear prior to being granted access to enter the secure portion of our facility. Every Incoming transfer will be verified against the manifest; ensuring package tags are with product and match product, and that the quantities and weights manifested are accurate. Once weights, quantities, and package tags have been verified, the manifest will be signed and dated by the receiving manager on duty and the time of acceptance will be noted on the hard copy of the manifest and the transfer will be accepted in METRC. If any variance should exist between the manifested quantity and the actual quantity, every effort will be made to reach the licensee before accepting or rejecting any transfer.

See cont'd response, P. 6.

**Section 3 – Prohibitions**

Review the requirements under 3 AAC 306.310.






**3.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:**

All staff members will be privately trained annually and prior to hire in preventing purchases by intoxicated persons under the influence of alcoholic beverages, inhalants, controlled substances as well as spice and other designer drugs. In addition, all employees will have completed the state required marijuana handlers course, passed the written examination in order to receive their current handler's permit (renewals as required).

See cont'd response P. 6.

**3.2. I certify that the retail marijuana store will not:**

Initials

- |   |   |
|---|---|
| a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355; |  |
| b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet;  |  |
| c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;                                 |  |
| d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or  |  |
| e. allow a person to consume marijuana or a marijuana product on the licensed premises.   |  |

Answer "Yes" or "No" to the following question:

Yes

No

**3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?**

☐
☒

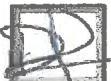


**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 4 – Signage and Advertising**

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).



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



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



4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.



4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

a. is false or misleading;



b. promotes excessive consumption;



c. represents that the use of marijuana has curative or therapeutic effects;



d. depicts a person under the age of 21 consuming marijuana; or



e. 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.



4.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. within 1,000 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;



b. on or in a public transit vehicle or public transit shelter;



c. on or in a publicly owned or operated property;



d. within 1,000 feet of a substance abuse or treatment facility; or



e. on a campus for postsecondary education.

**Section 5 – Displays and Sales**

5.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

Products at our facility will be displayed; (1) hanging on a wall located behind our counter space in a restricted access area and (2) in secured glass cases, which only authorized personnel can access. Customers will not have free access to such display cases. No product is to be touched by anyone other than our employees prior to sale. Customers will consult our staff on which products they intend to purchase. All purchases will be made at our designated Point of Sale (POS) system. Once payment has been issued, the customer will be provided with their packaged products and may exit the building. All products within that purchase will have labeling provided by either the originating licensed cultivation company or Fat Tops. The label will include the logo, store name, license number, THC levels (levels provided by a licensed Marijuana Testing Facility), and all warning statements required under 3 AAC 306.345.



**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 6 – Exit Packaging and Labeling**

Review the requirements under 3 AAC 306.345.

**6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):**

Products will be packaged in opaque, resealable, child-resistant packaging as described in 3 AAC 306.345 (a). Any and all products to be sold will comply with; 3 AAC 306.470, 3 AAC 306.475, 3 AAC 306.565, 3 AAC 306.570 and 3 AAC 306.345(b).

Upon receipt of any marijuana from a license cultivation facility, staff will be required to inspect such packaging to verify the labeling requirements described in 3 AAC 306.475(a) and 3 AAC 306.570(c). Staff will also make sure to review the labeling information to verify that packaging and potency conforms to regulations set forth in 3 AAC 306.560.

The facility will utilize weight measuring scales in compliance to 3 AAC 306.745 to verify weights of product. Packaging to be resold from a cultivation facility without additional handling from our facility will not be in excess of one ounce in weight and will contain our company logo and license number. Wholesale purchases will be verified to not be in excess of five pounds of product for repackaging.

**6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):**

**RESPONSE TO QUESTION 6.2: SAMPLE LABEL****SAMPLE LABEL #1**

(1) "Marijuana has intoxicating effects and may be habit forming and addictive."

(2) "Marijuana impairs concentration, coordination, and judgment."

Do not operate a vehicle or machinery under its influence."

(3) "There are health risks associated with consumption of marijuana."

(4) "For use only by adults twenty-one and older. Keep out of the reach of children."

(5) "Marijuana should not be used by women who are pregnant or breast feeding."

Retailer: Fat Tops, LLC

Retailer License No. 23810

BARCODE: |||||

Cultivator: SOME GROWER, LLC.

Cultivator License No. 12345

**OG KUSH BUD 1.0 Grams**

Harvest Batch No. 1A34fgh123

Net. Wt: 1.0 GR (0.03527396 OZ)

TEST: THCA: 18.48%, THC 16.6%, CBD: .06%

METRC ID# : 1A1234567890



**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 7 – Security**

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

**7.1. Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):**

All employees will be trained in the recognition of valid and acceptable identification per SOA regulations governing acceptable forms of identification. See 3 AAC 306.350(a)&(b). Employees will take the following steps to ensure valid identification has been produced prior to any entry into the retail store as follows: Make certain ID has not expired and person is over 21 years of age; request ID be removed from wallet or purse or anything with a cover over it; take physical control of the ID; check the date of birth; ensure ID has not been tampered with; look for any material changes to ID. See continued response.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

**7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.**

*[Signature]*

**Section 8 – Waste Disposal**

Review the requirements under 3 AAC 306.740.

**8.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:**

Prior to deeming marijuana as waste, we will notify the AMCO 3 days in advance in writing. Once the MCB has been notified, product awaiting disposal will be separated and stored in our secure waste storage area. Our secure waste storage is secured and monitored in compliance to 3 AAC 306.715 and 3 AAC 306.720, utilizing commercial steel-doors with key code/fingerprint locking mechanisms and high definition surveillance cameras. Upon approval, any marijuana waste, including expired marijuana products will be ground and mixed with organic material consisting of household waste, paper, food, coffee grounds, leaves, grass clippings etc. to produce a final waste product that is no more than 50% marijuana product. Once marijuana product is reconciled to be unusable for any and all intended purposes, we will transfer the waste to our on-site secured dumpster to await final disposal. Upon final disposal, we will record the final destination of said waste, in accordance with 3 AAC 306.740(c)(2), and store these records in our secure office in compliance with 3 AAC 306.755.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

**8.2. The retail marijuana store shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.**

*[Signature]*

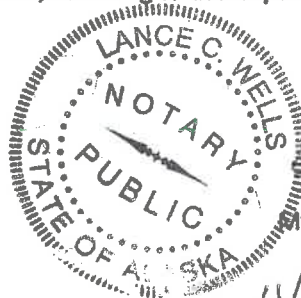
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

*[Signature of David Parker]*

Signature of licensee

**David Parker**

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires

6/8/21

Subscribed and sworn to before me this 14 day of July, 2020.



**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental**

(Additional Space as Needed):

**2.1 Response Cont'd:**

Incoming marijuana or marijuana products received in bulk will be repackaged physically and within METRC, and will accordingly be labeled before imported into our POS system and becoming available for sale. Each time a bulk package is opened or repackaged, weights will be taken at the beginning and end of the process. Internal logs will be kept and variance due to moisture loss will be kept in Internal logs; adjusted, noted, and accounted for in METRC. Any waste will be noted in waste logs as well, and reported to AMCO via email three days before destroying and disposing of the waste material. Unpackaged quantities of bulk marijuana and/or marijuana product will remain locked in secure storage, consistent with our operating plan. METRC package tags will remain physically attached to the vessel containing bulk marijuana associated with each tag. Incoming marijuana or marijuana product which has been prepackaged prior to its arrival at our facility will have the labeling double checked for compliance before being made available for retail sale. Product will then be added to inventory within the point of sale system, and may have additional, POS specific, labeling/sku added. Upon entering the establishment, a customer will immediately be asked to present ID. Once their ID has been checked they will select product from a menu, be given an opportunity to view or sniff the product before purchasing. Products will be placed in AMCO compliant exit packaging before leaving our facility. All sales will be entered through our point of sale system, and will be reported through METRC, daily.

Each drawer will be closed at the end of each shift and the proceeds from each shift and day will be verified against accountability reports generated by our POS. At the end of each day, the day will be closed out within our POS. Within 24 hours of the closure of a business day, our sales data will be uploaded to METRC. Routine internal audits will be conducted- verifying accuracy between METRC, our POS, and product on hand. Inventory of prepackaged products will occur each night at the close of the shift and/or each morning before opening on internal forms, i.e. shift reports. Retail operations are anticipated to begin at 10am until as late as 12:00 a.m., 7 days a week.

**3.1 Cont'd: Employees will look for signs of Impairment to include but not limited to:**

- watery eyes ,
- slurred speech,
- blood shot or red eyes,
- glassy eyes which may have trouble staying open,
- their gait,
- coordination. This list is not exhaustive. If any of the above signs or any others are Identified, they will be asked to leave the premises and no sales will occur. This facility implements a zero tolerance for non-compliant behavior on our licensed premises. Our policy requires that all personnel be trained on how to Identify a person who is under the Influence of an alcoholic beverage, inhalant, or controlled substance as set forth above. Any person(s) who are suspected of being in violation of 3 AAC306.310(a)(2) will be asked to vacate the premises and will be notified that non compliance will result in a trespassing charge in which local law enforcement will be notified.

**7.1 Cont'd response:**

A book/pamphlet of all legal ID's for all 50 states will also be used to include Canada should any questions arise surrounding its authenticity. If questions surround its authenticity, age verification etc. the person will not be admitted in to the facility and will be told to leave the premises immediately.





## 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 marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application 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 new or transfer license application will be considered complete.

**Section 1 – Establishment Information**

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

Licensee:	Fat Tops LLC	License Number:	23810		
License Type:	Retail Marijuana Store				
Doing Business As:	FAT TOPS LLC				
Premises Address:	35975 Kenai Spur Hwy.				
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: 12/19/2019End Date: 1/3/2020Other conspicuous location: United States Post Office - Soldotna, AK

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Dave Parker

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 07-15-2021Subscribed and sworn to before me this 18 day of January, 202020





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

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

Alaska Marijuana Control Board

**Form MJ-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 marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

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

**Section 1 – Establishment Information**

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

Licensee:	Fat Tops LLC	License Number:	23810
License Type:	Retail Marijuana Store		
Doing Business As:	FAT TOPS LLC		
Premises Address:	35975 Kenai Spur Hwy.		
City:	Soldotna	State:	AK
		ZIP:	99669

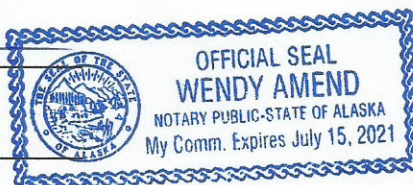
**Section 2 – Certification**

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 (LG) official(s) and community council (if applicable):

Local Government(s): Kenai Peninsula borough Date Submitted: 1/18/2020  
Name/Title of LG Official 1: Charlie Pierre, Mayor Name/Title of LG Official 2: James Baisden, Chief of Staff  
Community Council: Soldotna City Hall Date Submitted: 1/18/2020  
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee  
Dave Parker  
Printed name of licensee



afand  
Notary Public in and for the State of Alaska

My commission expires: 07-15-2021

Subscribed and sworn to before me this 18 day of January, 2020.





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

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

Alaska Marijuana Control Board

## Form MJ-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)) 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 before any license application will be considered complete.

### Section 1 – Establishment Information

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

Licensee:	Fat Top LLC	License Number:	23810		
License Type:	Marijuana Retail Store				
Doing Business As:	FAT TOPS LLC				
Premises Address:	35975 Kenai Spur Hwy.				
City:	Soldotna	State:	AK	ZIP:	99669

### Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Dave Parker				
Title:	Owner				
SSN:		Date of Birth:			





Alcohol and Marijuana Control Office

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

Anchorage, AK 99501

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

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

Phone: 907.269.0350

Alaska Marijuana Control Board

## Form MJ-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 understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

*The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

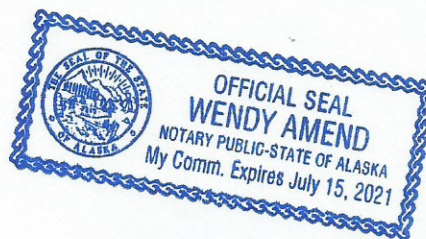
**Dave Parker**

Printed name of licensee

  
Notary Public in and for the State of Alaska

My commission expires: 07-15-2021

Subscribed and sworn to before me this 18 day of January, 2020





# Alcohol & Marijuana Control Office

Initiating License Application

11/21/2019 1:44:54 PM

**License Number:** 23810**License Status:** New**License Type:** Retail Marijuana Store**Doing Business As:** FAT TOPS, LLC.**Business License Number:** 1042820**Designated Licensee:** Dave Parker**Email Address:** daveparker907@gmail.com**Local Government:** Kenai Peninsula Borough**Community Council:****Latitude, Longitude:** 60.502000, -151.076000**Physical Address:** 35975 Kenai Spur Hwy.  
Soldotna, AK 99669  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10041733**Alaska Entity Name:** FAT TOPS, LLC.**Phone Number:** 907-953-2470**Email Address:** daveparker907@gmail.com**Mailing Address:** P.O. Box 1462  
Sterling, AK 99672  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Dave Parker**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-953-2470**Email Address:** daveparker907@gmail.com**Mailing Address:** P.O. Box 1462  
Sterling, AK 99672  
UNITED STATES**Note:** No affiliates entered for this license.



## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is made this 1st day of October, 2019, by and between Russell Turgeon (hereinafter "Lessor") and David Parker, FAT TOPS LLC (hereinafter "Lessee"), as follows:

1. **PREMISES.** Lessor hereby leases to Lessee, and Lessee does hereby lease from Lessor, a portion of the property located at 35975 Kenail Spur Hwy, which legal description is attached hereto as Exhibit A (the "Premises"). In particular, Lessee shall have that portion of the Premises identified as follows:
2. **PURPOSE.** The Premises is to be used for the purpose of any lawful business operation, and activities incident thereto. The Premises shall be used for no other purpose without the written consent of Lessor. Lessee shall not use the Premises for illegal or unsafe purposes.
3. **TERM.** The term of the Lease shall be 1 (One) years beginning the 1st day of October, 2019, and ending the 30th day of September, 2020. Tenant may exercise up to 4 additional One year options for premises and must notify Lessor in writing no later than 60 days prior to the expiration of the expiring lease period.
4. **RENT.** Lessee shall pay Lessor Two Thousand Nine Hundred forty Dollars (\$2940.00) in advance on the first day of each month. The Rent will increase in each option period by five percent (5%) annually on the anniversary of the Lease. Lessee shall also be responsible for payment of all electricity and gas used at the Premises, as well as property tax and property insurance. Failure to pay the electricity shall constitute failure to pay rent. All late fees and other liquidated damages associated with failure to pay rent shall apply.
5. **SECURITY DEPOSIT.** As a security deposit, Lessee has paid to Lessor the sum of \$2800, the receipt of which is hereby acknowledged. If Lessee fully complies with all provisions of this Lease, the amount shall be returned to Lessee within ten(10) days after expiration of the Lease term and vacation of the Premises.
6. **REPAIRS.** The Premises have been inspected and are accepted by Lessee in its present condition. Lessee will at all times keep the Premises neat, clean and in a sanitary condition. All repairs shall be at Lessee's sole cost and expense.
7. **INSURANCE.** Lessee shall maintain General Liability Insurance Protection Policy of up to One Million Dollars (\$1,000,000) for any and all damage claims related to property or any personal injury claims by third parties. It shall also carry standard policy fire and other catastrophic insurance. Lessee shall name Lessor as an additional insured and provide proof of insurance to Lessor.
8. **ACCEPTANCE OF PREMISES.** Lessee accepts the Premises subject to all local, state and federal laws, regulations and ordinances. Lessor makes no representation or warranty that the Premises are now or in the future will be suitable for Lessee's use. Lessee has made its own investigation regarding all applicable laws and does not rely on any representations or statements of Lessor or any of its agents or representatives. Lessor shall be



entitled to retake the Premises in the event any governmental entity shuts down or challenges the operation of Lessee's business during the term of this Lease.

9. **WASTE.** Lessee will permit no waste, damage or injury to the Premises and at Lessee's own cost and expense, will keep all drainage pipes free and clear and will protect water, heating and other pipes so that they will not freeze or become clogged.

10. **ACCIDENTS.** All personal property kept on the Premises shall be at the risk of Lessee. Lessor shall not be liable for any damage, either to any person or property, sustained by Lessee, any invitees, employees or customers, caused by any current or future defect in the Premises, any part becoming in need of repair, caused by fire, or from any accident in and about said Premises. Lessee further agrees to defend, indemnify and hold Lessor harmless from any and all claims for damages suffered or alleged to be suffered in or about the Premises by any third person.

11. **LIENS AND INSOLVENCY.** Lessee shall keep the Premises free from liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Should Lessee become insolvent, file voluntarily or be forced into involuntarily bankruptcy proceedings, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lease, Lessor may cancel this Lease at its option.

12. **ACCESS.** Lessor shall have 24-hour access to the Premises. Lessee will allow Lessor free access at all reasonable times to the Premises for inspection or making repairs, additions or alterations, but the right shall not be construed as an agreement by the Lessor to make any repairs.

13. **FIRE AND OTHER CASUALTY.** Should the Premises be destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in a substantial part, it shall be optional for Lessor to rebuild or repair the same, or terminate this Lease.

14. **SIGNS.** All signs or symbols placed on the Premises by Lessee shall be subject to the prior approval of Lessor.

15. **ALTERATIONS.** Lessee shall not make any alteration, addition or improvement to the Premises, without the written consent of Lessor. All alterations, additions and improvements shall be at the sole cost and expense of Lessee, and shall become the property of Lessor and be surrendered with the Premises at the termination of this Lease, unless Lessor requests that they be removed. Lessee agrees to comply with all laws, ordinances, rules and regulations of the pertinent and authorized public authorities. Lessee further agrees to save Lessor free and harmless from damage, loss or expense arising out of the work. Specifically, any item attached in any fashion to the Premises shall remain on the Premises upon termination or expiration of the Lease. Lessee may not change any locks on the Premises. An unauthorized change of locks by Lessee shall be considered a basis upon which Lessor may terminate the Lease.

16. **HAZARDOUS MATERIALS:** Lessee shall not use, store, generate, release or dispose of any hazardous material on the Premises. However, Lessee is permitted to make use of such materials that are required to be used in the normal course of its business provided that Lessee complies with all applicable laws. Lessee is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Lessee, and will hold Lessor harmless from any claims or liabilities arising therefrom, including but not limited to, reimbursement of Lessor's attorney's fees and costs. Lessee shall have no responsibility for



any liability resulting from any hazardous materials placed or left on the property prior to Lessee's occupancy of the Premises.

17. **DEFAULT AND RE-ENTRY.** If Lessee defaults under any of this Agreement's terms, Lessor will give to Lessee a written notice of the default. Lessee has three (3) business days from receipt of this notice to cure the default. If Lessee does not cure the default, Lessor may cancel this Lease upon giving notice required by law and re-enter the Premises. Notwithstanding such re-entry by Lessor, the liability of Lessee for the rent shall not be extinguished for the balance of the Lease term and Lessee agrees to reimburse Lessor any deficiency arising from a re-entry and re-letting of the Premises.

18. **LATE CHARGES.** Lessee acknowledges that either late payment of rent or issue of NSF check may cause Lessor to incur costs and expenses. If any rent payment is not received by Lessor within five (5) calendar days after it is due, or if a check is returned NSF, Lessee shall pay to Lessor a fifteen percent (15%) late fee, plus eighteen percent (18%) interest per annum on the delinquent amount, and One Hundred Dollars (\$100.00) as a NSF fee for any returned checks. Any late charge, delinquent interest, or NSF fee shall be paid with the current installment of rent. Lessor's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Lessee. Lessor's right to collect a late charge or NSF fee shall not be deemed an extension of the date rent is due or prevent Lessor from exercising any other rights and remedies under this Lease or allowable by law. Lessor and Lessee acknowledge that the late fee is a reasonable liquidated damage based on the estimate of additional administrative and other possible expenses resulting from a default and the nature of this Lease.

19. **VACATING PREMISES.** Lessee agrees that at the expiration or sooner termination of this Lease, Lessee will quit and surrender the Premises without notice, and in a neat and clean condition, and shall deliver all keys belonging to said premises to Lessor. Lessor shall have the right to show the Premises to interested parties ninety (90) days prior to the expiration of this Lease.

20. **ASSIGNMENT.** Lessee shall not let or sublet the Premises or assign this Lease without the prior written consent of Lessor.

21. **COSTS AND ATTORNEY'S FEES.** In the event a lawsuit or other action is brought regarding the obligations contained in this Lease, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney's fees and costs incurred in the action from the non-prevailing party.

22. **NON-WAIVER OF BREACH.** The failure of Lessor to insist upon strict performance of any of the covenant of this Lease shall not be construed as a waiver or relinquishment of any such right and the same shall remain in full force and effect.

23. **REMOVAL OF PROPERTY.** Should Lessor re-enter the Premises after a default by Lessee, Lessor shall have the right, but not the obligation, to remove all of Lessee's personal property and may store the same in any place selected by Lessor at the expense and risk of the owners. Lessor shall have the right to sell such stored property, without notice to Lessee. After it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee.



24. **INDEMNIFICATION.** Lessee shall indemnify, defend and hold Lessor harmless from all claims, disputes, litigations, judgments, liabilities and attorney's fees and costs arising out of Lessee's use of the Premises.

25. **HEIRS AND SUCCESSORS.** Subject to the provisions hereof pertaining to assignment and subletting, this Lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

26. **HOLD-OVER.** This Lease shall terminate upon the expiration of the term provided for in Paragraph 3 and there shall be no right of Lessee to holdover its tenancy.

27. **NOTICES.** Any notice required to be served in accordance with the terms of this Lease shall be sent by registered mail to the addressees below.

Lessor:

Russ Turgeon  
P.O. Box 69022  
Seattle, WA 98168

Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee agrees to respect the privacy and business needs of all co-tenants, including Lessor. Any discussions or meetings between the parties must be arranged in advance via e-mail. Lessee's failure to abide by this term shall constitute an offense by which this Lease may be terminated upon three (3) days notice. Impromptu meetings are unacceptable.

28. **MERGER.** All prior negotiations and agreements between the parties are merged within this document. Except as set forth herein, all prior negotiations and any possible verbal agreements are null and void. This Agreement may not be modified verbally, but must be memorialized in writing.

**IN WITNESS WHEREOF** the parties hereto have executed this Lease the day and year first above written.

LESSOR:

LESSEE:



By: \_\_\_\_\_  
Its: Russ Turgeon  
10/1/19



By: Fat Tops LLC  
Its: \_\_\_\_\_


member/owner  
David R. Parker, Individually



ADDENDUM TO COMMERCIAL LEASE AGREEMENT

October 1, 2019

I, Russell Turgeon, the owner/Landlord of the property located at 35975 Kenai Spur Highway leased to Fat Tops Retail Store. Upon a possible default of the Lease, I will not remove or take possession of any Marijuana or Marijuana products left at the property and will notify AMCO Enforcement immediately.

  
Russell Turgeon

10/1/19

AMCO

MAR 16 2020



# PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,  
STATE OF ALASKA

} SS:

Jeff Hayden 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 Sound Publishing / Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the advertisement, a printed copy of which is hereto annexed was published in said paper on the dates listed below:

NTC: Marijuana Store License

01/09/20

01/16/20

01/23/20

x Jeff Hayden

SUBSCRIBED AND SWORN before me on this

30 day of January, 2020.

D. Aikert

NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 07-09-2021.

New Retail Marijuana  
Store License Application

Fat Tops LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store License, license #23810, doing business as FAT TOPS LLC, Located at 35975 Kenai Spur hwy, Soldotna, AK 99689, United States.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once the application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) or to 550 West 7th Avenue Suite 1600, Anchorage, AK 99501.

Pub: January 9, 16 & 23, 2022 886809

