

# Alcohol & Marijuana Control Office

Initiating License Application

4/23/2021 3:46:15 PM

**License Number:** 11614**License Status:** Active-Operating**License Type:** Retail Marijuana Store**Doing Business As:** AK JOINT**Business License Number:** 1051872**Designated Licensee:** Colleen Howard**Email Address:** akjointventures@gmail.com**Local Government:** Anchorage (Municipality of)**Local Government 2:****Community Council:** Taku Campbell**Latitude, Longitude:** 61.150000, -149.875000**Physical Address:** 7801 Schoon St, Unit F  
Anchorage, AK 99518  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10045885**Alaska Entity Name:** Alaska Joint Ventures, LLC**Phone Number:** 907-522-5224**Email Address:** akjointventures@gmail.com**Mailing Address:** 7801 Schoon St,  
Suite G  
Anchorage, AK 99518  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Colleen Howard**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-522-5224**Email Address:** akjointventures@gmail.com**Mailing Address:** 7801 Schoon St,  
Suite G  
anchorage, AK 99518  
UNITED STATES**Affiliate #1****Type:** Individual**Name:** Colleen Howard**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-522-5224**Email Address:** akjointventures@gmail.com**Mailing Address:** 7801 Schoon St,  
Suite G  
anchorage, AK 99518  
UNITED STATES



Alaska Marijuana Control Board

## Form MJ-20: Renewal Application Certifications

### What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal 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. 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 licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.**

### Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Alaska Joint Ventures LLC	License Number:	11614		
License Type:	Marijuana Retail				
Doing Business As:	AK Joint				
Premises Address:	7801 Schoon st, unit F				
City:	Anchorage	State:	AK	ZIP:	99518

### Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Colleen Howard
Title:	President

### Section 3 – Violations & Charges

**Read each line below, and then sign your initials in the box to the right of any applicable statements:**

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

**Sign your initials to the following statement only if you are unable to certify one or more of the above statements:**

Initials

**I have attached a written explanation** for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).





# Form MJ-20: Renewal Application Certifications

## Section 4 – Certifications & Waiver

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

Initials

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



I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.



I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.



I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.



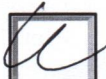
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.



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



I, Colleen Howard, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

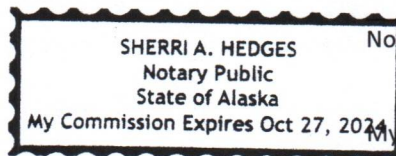


As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

Signature of licensee

**Colleen Howard**

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 10/27/24

Subscribed and sworn to before me this 27 day of April, 2021.

AK Joint Refzil

**Warehouse lease 7801 Schoon St unit F**

**1. PARTIES**

This warehouse Lease ("Lease"), IS dated, for reference purposes only, made by SW INVESTMENTS (Landlord) and Alaska Joint Ventures LLC, DBA AK Joint (Tenant).

**2. PREMISES**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental and upon all the conditions set forth herein, that certain space ("Premises"), identified as **7801 Schoon St, unit F**. The premises are approximately 950 sq. ft. Premises are located in the Anchorage Recording District, Third Judicial District, State of Alaska, and are located on the real estate described in said Exhibit. This lease subsumes the previous lease agreement for unit F alone.

**3. TERM**

The Lease, dated January 1, 2021, shall commence January 1, 2021, and shall continue for five years, unless sooner terminated pursuant to any provision hereof. Landlord and Tenant shall enter in agreement, in recordable form, specifying the aforesaid date of possession and the commencement date of the term hereof as soon as the same are determined. This lease may not be assigned nor may Tenant sublet any portion of Premises without prior written consent by Landlord. **(Any change in the Marijuana laws that would prohibit the sale or cultivation of marijuana would allow early termination of lease)**

**OPTION.** The tenant has the option to extend the lease for an additional 5 years.

**3.1 OPTION TO EXTEND**

Tenant has first right of renewal at market rent for another up to two years.

**4. RENT**

**4.1 MINIMUM RENT**

Tenant shall pay to Landlord, as minimum rent for premises, monthly installments as follows:

Commencing January 1, 2020 and continuing without interruption until **December 31<sup>st</sup> 2026**, rent shall be **\$1000.00** per month for the first 12 months and then increased 3% annually thereafter.

This said, monthly rent shall be payable in advance, on the first (1st) day of each month. Rent for any period which is for less than one (1) month shall be a pro-rated portion of the monthly installment. Rent shall be payable, without notice or demand and without deduction, offset, or abatement to Landlord at the address stated herein or to such other persons or at such other place as Landlord may designate in writing. Rent shall electronic deposit, mailed or delivered, in person during normal business hours, to:



#### 4.2 LATE CHARGES

If any payment is not paid by the fifth (5<sup>th</sup>) of the month, there shall be added, as additional rent, an amount equal to ten percent (10%) of the delinquent payment for the month or portion thereof.

#### 5. CONSTRUCTION OF IMPROVEMENTS

None.

#### 6. ADDITIONAL CHARGES

None.

#### 7. UTILITIES

Tenant shall pay for gas, electricity, telephone, and internet service for unit # F, together with any personal business property taxes. Tenant to provide snow removal and ice melt as needed for area in front of storefront (see Sec. 9.2). Landlord will provide snow plowing, sanding, and sweeping of the parking lot.

#### 8. USE

Premises shall be used for a Marijuana Retail and cannot be used for any other purpose without the prior written consent of Landlord. No act shall be done in or about Premises that is unlawful or that will increase the rate of insurance on the Building. Tenant shall not commit, or allow to be committed, any waste upon premises or any public, private, or mixing nuisance or other act or thing which disturbs the quiet enjoyment of any other tenants in the building. Tenant shall comply with all laws relating to its use of Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care, and cleanliness of not only Premises but also the Building and for the preservation of good order herein.

#### 9. MAINTENANCE, REPAIRS, AND ALTERATIONS

##### 9.1 LANDLORD'S OBLIGATIONS

Subject to the provisions of Article 11, and except for damage caused by the negligence or intention act or mission of Tenant or Tenant's agents, employees or invitee, Landlord, at Landlord's expense, shall keep in good order, condition, and repair the foundations and structural portions of the exterior walls and exterior roof of the building. Landlord shall provide parking lot maintenance. However, Landlord shall have no obligation to make repairs under this Section 9.1 until a reasonable time after the receipt of written notice of the need for such repairs.

##### 9.2 TENANT'S OBLIGATIONS

Subject to the provisions of Section 9.1 and Article 12, Tenant, at Tenant's expense, shall keep in good order, condition, and repair Premises and every part thereof, including but not limited to plumbing, all drain maintenance and repairs especially in regards to grease traps, any electrical apparatus (excluding main power service), doors, window frames, heating/makeup air systems (including filters), hardware, glass, and nonstructural ceiling and non-weight bearing walls. Landlord shall be allowed access to Premises during normal business hours for the purpose of inspection to assure Premises are being properly maintained by Tenant. Tenant may not submit an invoice to the Landlord for non approved repairs.

Tenant shall, at the expiration or termination of this Lease, surrender and deliver up Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use, wear and tear excepted. Tenant shall repair any damage to premises or the Lot occasioned by its use thereof or by the

removal of Tenant's trade fixtures, and equipment. Tenants shall be responsible for any structural damage caused by said removal.

### 9.3 LANDLORD'S AND TENANT'S RIGHTS

If either party fails to perform obligations under Article 9 or under Article 8, either party may (but shall not be required to) enter upon Premises after ten (10) days' prior written notice to the other party and put the same in good order, condition, and repair or otherwise cure the default, and the cost of such action plus fifteen percent (15) thereof shall become due and payable as additional rent to Landlord or rent abatement to Tenant effective and payable upon the next rental due date.

### 9.4 ALTERATIONS AND ADDITIONS

Tenant shall not, without Landlord's prior written consent, make any structural alterations, additions, or improvements in Premises. As a condition to giving such consent, Landlord may require Tenant remove any such alterations, improvements, additions, or utility installations at the expiration of the term and restore any structural changes within Premises, to its prior condition. Tenant shall not permit any mechanic's or material liens to be filed against Premises and shall hold Landlord harmless from any damage, loss, or expense arising out of any such work. All work on Premises shall be done in compliance with all applicable governmental codes and regulations.

**At Landlord's option, all alterations, improvements, or additions which may be made on Premises shall become the property of Landlord and remain there and be surrendered with Premises at the expiration of the term.** Tenant's machinery, equipment, trade fixtures, and lighting, which are affixed to Premises so that they can be removed without material damage to Premises shall remain the property of Tenant and may be removed by Tenant, subject to the provisions of Section 9.2.

## 10. **LIABILITY INSURANCE**

### 10.1 LIABILITY INSURANCE

Tenant shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Landlord and insuring Tenant and Landlord against any liability, including without limitation damage to other portions of the Building, arising out of ownership, use, occupancy, or maintenance of Premises and all areas appurtenant thereto, such insurance shall be in an amount of not less than **five hundred thousand dollars, combined single limit.** The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Such policies shall name Landlord and Landlord's agents as additional insured and shall provide that they may not be canceled without thirty (30) days' prior written notice to Landlord. If Tenant shall fail to maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same at the expense of Tenant.

### 10.2 PROPERTY INSURANCE

Landlord shall maintain in force during the term of this Lease, a policy of insurance issued by a company authorized to engage in the insurance business in the State of Alaska, insuring the Building against damage or destruction by fire and/or by perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Alaska in effect at the time when the policies are obtained. Said insurance is not intended to substitute for Tenant's personal property insurance and Tenant shall obtain its own coverage.



### 10.3 WAIVER OF SUBROGATION

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to its insurers to obtain any special endorsements, if required by its insurer, to evidence compliance with the aforementioned waiver.

### 10.4 HOLD HARMLESS

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims arising from Tenant's use of Premises or from the conduct of its business or from any activity, work, or thing which may be permitted or suffered by Tenant in or about Premises and shall further indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises solely from the intentional acts or of the negligence of Landlord.

### 10.5 EXEMPTION OF LANDLORD FROM LIABILITY

Landlord shall not be liable for injury to Tenant's business or any loss of income there from or for damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about Premises; nor, unless caused solely by its negligence, shall Landlord be liable for personal injury to Tenant or Tenant's employees, agents, contractors, and invitees, whether said damage or injury results from conditions arising upon Premises or upon other portions of the Building of which Premises are a part or from other sources or places, and regardless of whether the cause of such damages arising from any act or neglect of any other tenant of the Building in which Premises are located.

## **11. DAMAGE OR DESTRUCTION**

In the event Premises are damaged to such an extent as to render the same untenable in whole or in a substantial part thereof or are destroyed, it shall be optional with Landlord to repair or rebuild the same; and after the happening of any such event, Tenant shall give Landlord's agent immediate written notice thereof. Landlord shall not have more than thirty (30) days after date of such notification to notify Tenant in writing of Landlord's intentions to repair or rebuild said Premises or the part so damaged as aforesaid, and if Landlord elects to repair or rebuild Premises, Landlord shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period the rent of Premises shall be abated in the same ratio that portion of Premises is rendered for the time being, unfit for occupancy shall bear the whole of Premises. If Landlord shall fail to give notice aforesaid, Tenant shall have the right to declare this Lease terminated by written notice served upon Landlord.

In the event the Building in which Premises are located shall be damaged (even though Premises hereby leased shall not be damaged thereby) to such extent that, in the opinion of Landlord, it shall not be practicable to repair or rebuild, or it is destroyed, then it shall be the option of the Landlord to terminate this Lease by written notice served on Tenant within thirty (30) days after such damage or destruction.

## **12. ADVERTISING AND WINDOWS**

Tenant can provide, at Tenant's expense, an illuminated sign on the front of Premises identifying Tenant, the said sign to be in accordance with standard criteria provided by Landlord and subject to approval by Landlord. Except for the foregoing, Tenant shall not inscribe any notice, picture, placard, or poster, or any advertising matter whatsoever anywhere in or about Premises or the Building places without Landlord's written consent thereto. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the

expiration or sooner termination of this Lease and that Tenant shall repair any damage to Premises or the Building caused thereby. Tenant shall use window coverings that conform to standards set by Landlord.

The Tenant is allowed ONE sign for the unit on the building above door.

### **13. PERSONAL PROPERTY TAXES**

Tenant shall pay or cause to be paid before delinquency any and all taxes levied or assessed, and which become payable during the term thereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located in Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures, and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

### **14. RULE AND REGULATIONS**

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any of said rules and regulations by any other Tenants or occupants.

### **15. LIENS AND INSOLVENCY**

Tenant shall keep Premises and the Building free from any liens arising out of any work performed, materials ordered, or obligations incurred by Tenant. If Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee, or other liquidating officer is appointed for the business of Tenant and if the receivership, assignment, or other such liquidating action is not terminated within thirty (30) days of any such appointment, then Landlord may terminate this lease and Tenant's right of possession under this Lease, at Landlord's option. Tenant shall have no authority, express or implied to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, interest of Landlord in Premises or to charge the rental payable hereunder for any claim in favor of any person dealing with Tenant, including those repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument.

### **16. DEFAULTS**

The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by applicable party:

#### **16.1 VACATION OF PREMISES**

The vacating or abandonment of Premises by Tenant;

#### **16.2 FAILURE TO PROVIDE RENT**

The failure by Tenant to provide rent as described in Section 4.1 or any other payment required to be made by Tenant hereunder as and when due, where such failure shall continue for a period often (10) days after written notice thereof by Landlord to Tenant;



### 16.3 FAILURE TO PERFORM COVENANTS

The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described on Section 16.2 above, where such failure shall continue for a period often (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion; and

### 16.4 DEFAULTS BY LANDLORD

This may include failure by Landlord to perform maintenance, snow removal, or any other obligations under the terms of the Lease.

## **17. REMEDIES IN DEFAULT**

In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

### 17.1 TERMINATION

Terminate Tenant's right to possession of Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of Premises; expenses of releasing, including necessary renovation and alteration and alteration of Premises; reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Additional Charges called for herein or allowed by law for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that apportion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums bear interest from the date due at the maximum legal rate;

### 17.2 ENFORCE RIGHTS

Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall continue in effect whether or not Tenant shall have abandoned Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Additional Charges as may become due hereunder; or

### 17.3 OTHER REMEDIES

Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which Premises are located.

## **18. PRIORITY**

Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust now or at anytime hereafter constituting a lien upon Premises or the Building containing the same, to any and all advances to be made there under, and to the interest thereon, and to all renewals, replacements, and extensions thereof, provided that the mortgages or deeds of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder and if Tenant attorneys to the mortgagee. Within five (5) days after written request from



Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute estoppels certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

## **19. CONDEMNATION**

If all of Premises or any portion of the Building as may be required for the reasonable use of Premises shall be taken by eminent domain (or by a voluntary conveyance made in lieu of taking by eminent domain), this Lease shall automatically terminate as of the date Tenant is required to vacate or will be deprived of the reasonable use of Premises, and all rentals shall be paid to that date. In the case of taking of a part of Premises, Tenant may, at its election, terminate this Lease by notice in writing to Landlord within ten (10) days after the receipt by Tenant of written notice of the proposed taking, and with any such notice by Tenant to Landlord to be effective on a date which shall be specified by Tenant in the notice but shall be no later than thirty (30) days after the date of the giving of notice. If within said thirty (30) day period, Tenant does not exercise its right to terminate this Lease because of a taking of a part of Premises, this Lease shall continue in full force and effect, and the rental shall be equitably reduced based on the proportion by which the floor area of Premises is reduced, such rent reduction to be effective as of the date when possession of such portion is delivered to condemning authority. Landlord reserves all rights to damages to premises for any taking by eminent domain, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord for damages for termination of the lease hold interest or for interference with Tenant's business. Tenant shall have the right, however, to claim, and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's moving expenses and of the interruption of or damage to Tenant's business; provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord.

## **20. PARKING AND COMMON AREAS**

### **20.1 LANDLORD'S OBLIGATIONS AND RIGHTS**

Landlord covenants that there shall be a common parking area for the nonexclusive use of Tenant during the full term of this Lease; provided that the condemnation or other taking by any public authority or sale in lieu of condemnation of any or all of such common and parking areas shall not constitute a violation of this covenant.

Tenant shall hold Landlord harmless, defend and indemnify Landlord from any liability based on Tenant parking equipment on Premises. Landlord is not responsible or liable for damage to Tenant's equipment parked on Premises. Notwithstanding anything herein contained to the contrary, Landlord shall be entitled to alter the Building services or facilities and the location of driveways, sidewalks, or other common areas and to extend existing buildings or erect new buildings or extend existing building above Premises or other rentable Premises or common areas of the Shopping Center or add new common areas to or on the Shopping Center; and upon any alteration of the common areas or upon commencement of construction of any addition or additions to the Shopping Center and upon any addition of the new common areas, Landlord and Tenant shall execute such further and other documents as may be required to reflect such alterations of the common areas to exclude areas taken for construction of additional buildings or to include areas added as new common areas, as the case may be. If said parking is adversely altered due to Landlord's change or structural alteration of building or premises which increases square footage, Tenant may terminate this Lease at its sole option.

### **20.2 TENANT'S OBLIGATIONS AND RIGHTS**

Tenant, for the use and benefit of itself and its agents, employees, customer, and licensees shall have the nonexclusive right in common with Landlord and other present and future owners and Tenants and their agents, employees, customers, and licensees to use said common and parking areas during the entire term of this Lease for ingress, egress, and automobile parking. Notwithstanding the foregoing,



Landlord shall have the right to require Tenant and Tenant's employees to park in a designated area in the parking lot during peak business times, such as the Christmas season or similar times when the common parking areas may be subject to maximum use by customers of the stores in the Shopping Center. **Tenant shall, at its own expense, be responsible for removal of trash accumulated in the parking area as a direct result of its business operation.**

### 20.3 RULES AND REGULATIONS

Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish.

### 21. NONWAIVER

Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term covenant or condition herein contained the subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

### 22. SURRENDER OF POSSESSION

Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender Premises to Landlord. **The Landlord agrees to promptly notify The Alaska Marijuana Control Board (AMCO) of the termination of this lease and further agrees NOT to take possession or remove marijuana or marijuana containing products at any time and for any reason.**

### 23. HOLDING OVER

If Tenant shall without the written consent of Landlord hold over after the expiration of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Alaska. During such tenancy, Tenant agrees to pay Landlord rent at the existing rate as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants, and conditions herein specified, so far as applicable. Should agreement not be reached, Tenant shall vacate Premises upon thirty (30) day's notice by Landlord.

### 24. ASSIGNMENT OR SUBLETTING

Tenant shall not be allowed to assign this Lease or sublet the whole or any part of Premises to any person or entity, without the written consent of Landlord and such consent shall not be unreasonably withheld. As used herein, the term "Assignment" includes without limitation transfers to a subsidiary of affiliated entity, the restructuring of a limited partnership, transfer of interest by or between Individual partners if Tenant is a corporation, and any assignment in connection with any corporate merger or consolidation.

### 25. NOTICES

All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Landlord at P.O. Box 112191 Anchorage, AK. 99511 and to Tenant at Premises of \_\_\_\_\_ or to such other respective address as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

**26. COSTS AND ATTORNEY'S FEES**

If by reason or any default on the part of either party, it becomes necessary for either party to employ an attorney, or in case either party shall bring suit to recover any rent due hereunder or for breach of any provision of this Lease or to recover possession of Premises, or if either party shall bring an action for any relief against other possession of Premises, or if either party shall bring an action for any relief against other party, declaratory or otherwise, arising out of this Lease, and either party shall prevail in such action, then and in any such events, then prevailing party shall be entitled to reasonable attorneys' fees and all costs and expenses expended or incurred in connection with such default of action.

**27. LANDLORD'S ACCESS**

Landlord and its agents shall have the right to enter Premises at reasonable times for the purpose of inspecting it, showing it to prospective purchasers or lenders and making such repairs as Landlord may deem necessary or desirable. **The Landlord agrees to abide by all the Alaska State Marijuana Laws at all times in regard to access to property. The landlord agrees never to enter the property unless escorted by the tenant or an authorized employee of the tenant.** Landlord may, during the last ninety (90) days of the term of this Lease, place on or about Premises any ordinary "For Sale or Lease" signs, without rebate of rent or liability to Tenant.

**28. CAPTIONS AND CONSTRUCTION**

The titles to the sections to this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

**29. REMOVAL OF PROPERTY**

If Tenant shall fail to remove any of its personal property and or trade fixtures of any nature whatsoever from Premises or Shopping Center at the termination of this Lease or when Landlord has the right of reentry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period often (10) days or more, Landlord may, at its option, sell or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sales as follows:

1. First, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred;
2. To the payment of the costs or charges for storing any such property; and then:
3. To the payment of any other sums of money which may then be or therefore become due Landlord from Tenant under any of the terms hereof; and then
4. The remaining balance, if any, to Tenant.



**30. SUCCESSORS**

All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns, except as expressly limited herein.

**31. ACCEPTANCE OF PREMISES**

Tenant shall accept Premises "as is" at the commencement of the term of this Lease and in their then present condition and subject to all applicable zoning, municipal, county, borough, and state laws, ordinances, and regulations governing and regulating the use of Premises and accept this Lease subject thereto and all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the suitability of Premises for the conduct of Tenant's business.

**32. SALE OF PREMISES BY LANDLORD**

In the event of any sale of Premises by Landlord, Landlord shall be and hereby is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease; arising out of any and all of its covenants and obligations contained in or derived from this Lease; or arising out of any act, occurrence or omission occurring after the consummation of such sale. Any purchase of Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease. Sale and transfer of Tenant's business, is address in Paragraph 25.

**33. TENANT'S STATEMENT**

Tenant shall, at any time and from time to time, upon not less than five (5) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults, if none are claimed; and (c) setting for the date of commencement of rents and expiration of the term hereof. The prospective purchaser or encumbrance of all or any portion of the real property of which Premises are a part may rely upon any such statement.

**34. ENTIRE AGREEMENT**

This Lease sets for the entire understanding and agreement of Landlord and Tenant with respect to Premises and the Lease thereof, and all prior understandings or agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

**35. BROKERS COMMISSION**

None.

**36. RECORDING**

Tenant shall not record this Lease without prior written consent of Landlord. However, upon request of either party, both parties shall execute a memorandum or "short form" of this Lease for the purposes of recordation in a form customarily used for such purposes. Said memorandum or short form of this Lease shall describe the parties, Premises, Lease term, and shall incorporate this lease by reference.

**37. LEASE NOT AN OFFER**

The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto unless and until Landlord executes a copy of this Lease and delivers the same to Tenant.

**38. HAZARDOUS SUBSTANCE DISCLOSURE**

Tenant shall promptly disclose to Landlord, in writing, if Tenant knows, or has reasonable cause to believe, that any toxic, dangerous, or hazardous substance, as those terms are defined under Federal, State, or Local law, has come to be located in, on, about, over, or beneath its premises. In addition, Tenant shall execute a written statement to Landlord no later than thirty (30) days after the end of each lease year describing in detail any and all toxic, dangerous, or hazardous substance (as those terms are defined under Federal, State, or Local law) which Tenant knows, or has reasonable cause to believe, have come to be located in, on, about, over, or beneath its premises, or that there are not toxic, dangerous, or hazardous substances in, on, about, over, or beneath Premises. Tenant agrees to defend, indemnify and hold Landlord harmless for any contamination from hazardous wastes or hazardous substances resulting from Tenant's activities, including but not limited to, the reasonable actual costs of consultants, attorney's fees, laboratory testing charges, and claims for bodily injury and death. Landlord shall have the right, from time to time, during Tenant's normal business hours, after prior reasonable notice to Tenant, to conduct periodic monitoring test of Premises to ascertain the presence of hazardous wastes or hazardous substances. Any such entry shall be subject to Tenant's security requirements. Tenant shall have the right to accompany Landlord at all times Landlord is in Premises. Landlord shall not interfere with Tenant's use or occupancy of Premises in the event Landlord enters Premises pursuant to this Section. Tenant shall promptly notify Landlord of all hazardous substances spills, of all inspections by governmental authorities, and of any fines or penalties imposed against Tenant and penalties assessed or imposed as a result of any hazardous waste or hazardous substance spills.

**39. FORUM SELECTION**

This Lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, Alaska. Tenant agrees specifically that venue and jurisdiction in that Court are proper, and further agrees to submit themselves to the jurisdiction of that court. Tenant shall not claim that said forum is an inconvenient forum.

**40. ARBITRATION**

Any arbitration proceedings shall be conducted in accordance with the Alaska Statutes governing arbitration.

**41. CONSTRUCTION**

The parties hereto have negotiated this agreement in good faith, and each party has had the right to consult counsel of their own choosing, and has either consulted with such attorney, or has made an informed decision not to consult with an attorney, and each party believes that they fully understand their rights hereunder. Therefore, the parties agree that the rule of construction that a contract may be construed against the party who caused the agreement to be drafted shall not apply to this agreement or any modifications hereto.



A security deposit in the amount \$4000 shall be paid by tenant and held by landlord.  
Security deposit shall be returned within 30 days after tenant

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below  
their respective signatures.

LANDLORD: SW Investments: \_\_\_\_\_

TENANT: Printed Name: Colleen Howard, President of Alaska Joint Ventures

(Name of Business)

Tenant Signature: \_\_\_\_\_ Date: 11/1/2019

Tenant contact info:

Cell: 907.223.5574

Email: [contact@akjoint.com](mailto:contact@akjoint.com)

Mailing Address: 7801 Schoon St, Anchorage AK 99518

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

## **Certificate of Organization**

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

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

**Alaska Joint Ventures, LLC**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **December 01, 2016**.

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

Chris Hladick  
Commissioner



## **Operating Agreement**

### **Alaska Joint Ventures, LLC, an Alaska Limited Liability Company**

THIS OPERATING AGREEMENT of Alaska Joint Ventures, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as an Alaska limited liability company under the Alaska Revised Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Alaska. The Members hereby adopt and approve the articles of organization of the Company filed with the Alaska Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

## **ARTICLE 1: DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Alaska Revised Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Alaska Revised Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

- (1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by
- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.



"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

**2.1 Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

**2.2 Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

### **2.3 Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

**2.4 Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Alaska Revised Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Alaska Revised Limited Liability Company Act.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.



## ARTICLE 4: MANAGEMENT

### 4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Alaska Revised Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Alaska Revised Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective

employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

## ARTICLE 5: ACCOUNTS AND ACCOUNTING

**5.1 Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

**5.2 Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

**5.3 Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.



**5.4 Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

**5.5 Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

**5.6 Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

## ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

**6.1 Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Alaska Revised Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Alaska Revised Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action of the members.

**6.2 Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Alaska Revised Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Alaska Revised Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous

written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

#### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

**7.1 Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

**7.2 Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

#### ARTICLE 8: DISSOLUTION

**8.1 Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Section 405 of the Alaska Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that



terminated the continued membership of the last remaining Member;

- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

**8.2 No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

## ARTICLE 9: INDEMNIFICATION

**9.1 Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Alaska law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

**9.2 Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Alaska law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

**9.3 Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a



Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

## ARTICLE 10: GENERAL PROVISIONS

**10.1 Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

**10.2 Entire Agreement; Amendment.** This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Alaska Revised Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Alaska Revised Limited Liability Company Act.

**10.3 Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Alaska. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining



provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

**10.4 Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**10.5 No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

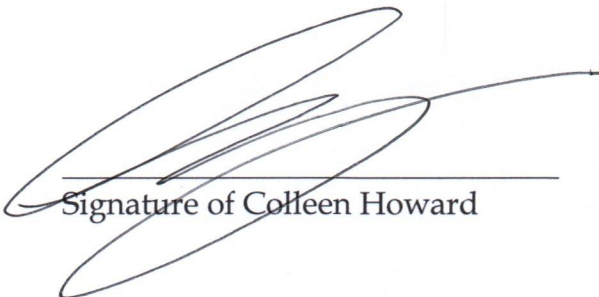
**10.6 Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

**10.7 Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

*[Remainder Intentionally Left Blank.]*

**IN WITNESS WHEREOF**, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 12-1-16



Signature of Colleen Howard



EXHIBIT A  
**MEMBERS**

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

<b>Members</b>	<b>Capital Contribution</b>	<b>Percentage Interest</b>
Colleen Howard Address: 780 Schoon St. Anchorage, Alaska 99517		100%