

Alcohol & Marijuana Control Office

Initiating License Application

6/10/2021 12:50:01 PM

License Number: 17916**License Status:** Active-Operating**License Type:** Limited Marijuana Cultivation Facility**Doing Business As:** TOP TIER GARDENS, LLC**Business License Number:** 1066411**Designated Licensee:** Andrew Hurst**Email Address:** toptierak@gmail.com**Local Government:** Matanuska-Susitna Borough**Local Government 2:****Community Council:** Meadow Lakes**Latitude, Longitude:** 61.583072, -149.715887**Physical Address:** 408 North O'Daniel Circle
Meadow Lakes, AK 99623
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10077369**Alaska Entity Name:** Top Tier Gardens, LLC**Phone Number:** 907-351-3455**Email Address:** toptierak@gmail.com**Mailing Address:** 7362 West Parks Hwy Box 477
Meadow Lakes, AK 99623
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Andrew Hurst**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-351-3455**Email Address:** toptierak@gmail.com**Mailing Address:** 7362 West Parks Hwy Box 477
Meadow Lakes, AK 99623
UNITED STATES**Note:** No affiliates entered for this license.



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

Alaska Marijuana Control Board

Form MJ-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:	Top Tier Gardens, LLC.	License Number:	17916		
License Type:	Limited Marijuana Cultivation				
Doing Business As:	Top Tier Gardens, LLC.				
Premises Address:	408 N O'Daniel Circle				
City:	Meadow Lakes	State:	AK	ZIP:	99623

Section 2 – Individual Information

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

Name:	Andrew Hurst
Title:	Owner

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.

AH

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.

AH

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

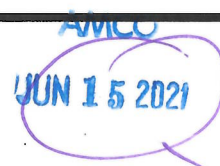
AH

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).

--





Alaska Marijuana Control Board 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.

AH

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.

AH

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

AH

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

AH

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

AH

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.

AH


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.

AH

I, Andrew Hurst, 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.

AH

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




Notary Public in and for the State of Alaska

Andrew Hurst

Printed name of licensee

My commission expires: 11/18/2023

Subscribed and sworn to before me this 10 day of June, 2021.

AMCO

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this - 1st day of June, 2017.

BETWEEN:

William & Nancy Hurst of 12411 Caragana Circle, Alaska, 99515

Telephone: (907) 344-2673

(the "Landlord")

OF THE FIRST PART

-AND-

Top Tier Gardens, LLC of 408 N. O'Daniel Circle, Meadow Lakes, Alaska, 99645

Telephone: Andrew Hurst (907) 351-3455

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

DEFINITIONS

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 408 N. O'Daniel Circle, Meadow Lakes, AK, 99623, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and

AMCO

JUN 15 2021

- electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the building at 408 N. O'Daniel Circle, Meadow Lakes, AK, 99623 and comprises a Leasable Area of 1200 square feet.
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.
- g. "Rent" means the total of Base Rent and Additional Rent.

LEASED PREMISES

2. The Landlord agrees to rent to the Tenant the building municipally described as 408 N. O'Daniel Circle, Meadow Lakes, AK, 99623, (the "Premises") and comprises a Leasable Area of 1200 square feet. The Premises are more particularly described as follows:

30 x 40 shop located at the end of property line. The Premises will be used for only the following permitted use (the "Permitted Use"):

Limited Marijuana Cultivation Facility. Neither the Premises nor any part of the Premises

AMCO

JUN 15 2021

will be used at any time during the Term by Tenant for any purpose other than the Permitted Use.

3. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Limited Marijuana Cultivation Facility.
4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord. Upon thirty (30) day notice, the Landlord may revoke any consent previously given under this clause.
5. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: front of area of building (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's space.
6. The term of the Lease commences at 12:00 noon on June 1, 2017 and ends at 12:00 noon on May 31, 2021 (the "Term").
7. Notwithstanding that the Term commences on June 1, 2017, the Tenant is entitled to possession of the Premises at 12:00 noon on June 1, 2017.
8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
9. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$1,900.00, payable per month, for the Premises (the "Base Rent").
10. The Tenant will pay the Base Rent on or before the 5 of each and every month of the Term to the Landlord at 408 N. O'Daniel Circle, Meadow Lakes, AK, 99623, or at such other place as the Landlord may later designate.
11. The Tenant will be charged an additional amount of \$10.00 per day for any Rent that is received after the due date.

OPERATING COSTS

12. In addition to the Base Rent, the Tenant is responsible for directly paying to the appropriate suppliers the following operating costs:

- a. cleaning and janitorial services;
- b. security;
- c. all insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
- d. repairs and replacements to the Building and any component of the Building;
- e. provision, repair, replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout the Building;
- f. supplies used in relation to operating and maintaining the Building;
- g. all outdoor maintenance including landscaping and snow removal;
- h. operation and maintenance of parking areas; and
- i. preventive maintenance and inspection.

13. In addition to the Base Rent, the Tenant is responsible for paying to the Landlord its Proportionate Share of all of the following operating costs incurred by the Landlord in respect to the Building, Common Areas and Facilities and Premises:

- a. all utilities supplied to the Common Areas and Facilities.

14. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

USE AND OCCUPATION

15. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of The Noble Dudes and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the

AMCC

JUN 15 2021

active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

16. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

QUIET ENJOYMENT

17. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

DISTRESS

18. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

- a. The Landlord understands that if Tenant is in default, the Landlord will not remove or take possession of the marijuana plants/products and will contact AMCO, and inform AMCO of the intent to seize property due to default.

OVERHOLDING

19. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

AMCO

JUN 15 2021

ADDITIONAL LIGHTS ON REENTRY

20. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of

AMCO

JUN 15 2021

termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

RENEWAL OF LEASE

- 21. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the

location, use, age, and size of premises.

TENANT IMPROVEMENTS

22. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. in any way significantly altering the appearance of the Premises;
- b. removing or adding walls, or performing any structural alterations;
- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plan, equipment, machinery or apparatus without the Landlord's prior consent.

TENANT CHATTELS

23. The Tenant agrees to supply the following chattels:

- a. any and all equipment needed for the business.

UTILITIES AND OTHER COSTS

24. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: telephone and internet if direct service is installed.

25. The Tenant is responsible for paying to the Landlord the following utilities and other charges: electricity and Internet.

INSURANCE

26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of insurance.

27. The Tenant is responsible for insuring the Premises for damage or loss to the structure,

AMCO

JUN 15 2021

mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

28. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

29. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

ABANDONMENT

30. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

ATTORNEY FEES

31. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

GOVERNING LAW

AMCO

JUN 15 2021

32. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

SEVERABILITY

33. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

ASSIGNMENT AND SUBLETTING

34. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

BULK SALE

35. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

CARE AND USE OF PREMISES

36. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

37. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

AMCO

JUN 15 2021

38. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

39. The Tenant will not engage in any illegal trade or activity on or about the Premises.

40. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

SURRENDER OF PREMISES

41. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

HAZARDOUS MATERIALS

42. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

RULES AND REGULATIONS

43. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

GENERAL PROVISIONS

44. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

45. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

46. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

47. Where there is more than one Tenant executing this Lease, all Tenants are jointly and

47. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

48. Time is of the essence in this Lease.

49. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF, the undersigned, being all the Parties to this Lease, have executed this Lease effective as of the date first set above.

WILLIAM & NANCY HURST (Landlords),

By: William D. Hurst

By: Nancy Hurst

Ashley Gillen
Witness

ANDREW D. HURST (Tenant),
as the sole Member of Top Tier Gardens, LLC

By: Andrew D. Hurst

Witness

Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Corporations](#) / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Top Tier Gardens, LLC

Entity Type: Limited Liability Company

Entity #: 10077369

Status: Good Standing

AK Formed Date: 2/1/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: 7362 WEST PARKS HWY, BOX 477, MEADOW LAKES, AK 99623

Entity Physical Address: 7362 WEST PARKS HWY, BOX 477, MEADOW LAKES, AK 99623

Registered Agent

Agent Name: Andrew Hurst

Registered Mailing Address: 7362 WEST PARKS HWY, BOX 477, MEADOW LAKES, AK 99623

Registered Physical Address: 7362 WEST PARKS HWY, BOX 477, MEADOW LAKES, AK 99623

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Andrew Hurst	Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
2/01/2018	Creation Filing	Click to View	Click to View
4/30/2018	Initial Report	Click to View	
11/19/2019	Biennial Report	Click to View	

COPYRIGHT © STATE OF ALASKA · DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT ·

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

TOP TIER GARDENS, LLC

The undersigned, being the member of Top Tier Gardens, LLC, an Alaska limited liability company (the "Company"), hereby adopts, executes and agrees to this Limited Liability Company Operating Agreement of the Company (this "Operating Agreement") effective February 1, 2018.

WITNESSETH:

WHEREAS, the Company was formed under and pursuant to the provisions of the Alaska Revised Limited Liability Company Act (as amended from time to time, the "Act") upon the filing of the Articles of Organization (the "Articles") with the Department of Commerce, Community and Economic Development in the State of Alaska on February 1, 2018.

NOW, THEREFORE, the member hereby set forth and agree to the Operating Agreement pursuant to and in accordance with the Act as follows:

1. Name. The name of the limited liability company is **TOP TIER GARDENS, LLC**.

2. Principal Office; Registered Agent. The principal office of the Company is in the State of Alaska, and shall be located at 408 North O'Daniel Circle (the "Principal Office"). The registered office of the Company is in the State of Alaska and shall be located at 408 North O'Daniel Circle, Meadow Lakes, Alaska 99623. The registered agent of the Company in the State of Alaska is Andrew D. Hurst and the address of the registered agent of the Company in the State of Alaska is 408 North O'Daniel Circle, Meadow Lakes, Alaska 99623.

3. Term of Existence. The term of the Company shall be perpetual unless dissolved, wound up and cancelled in accordance with the Act.

4. Purpose. The Company may carry on any lawful business, purpose or activity for which limited liability companies may be organized under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

5. Member(s). Andrew D. Hurst shall be, and hereby is, admitted to the Company as the sole member of the Company (the "Member") with business addresses at 7362 West Parks Hwy, Box 477, Meadow Lakes, AK 99623.

6. Management.

(a) Management Vested in the Member(s). The business and affairs of the Company shall be managed by the Member. The Member shall have full and complete

AMCO

JUN 15 2021

authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business or objectives. Unless authorized to do so by this Operating Agreement or by the Member, no employee, attorney-in-fact or other agent shall have any power or authority to bind the Company.

(b) Member(s) Have No Exclusive Duty to Company. The Member shall not be required to manage the Company as its sole and exclusive function and it may have other business interests and may engage in other activities in addition to those relating to the Company. The Company shall not have any right, by virtue of this Agreement, to share or participate in other investments or activities of the Member or in the income or proceeds derived therefrom.

(c) Action by Written Consent. Any action by the Member may be taken in the form of a written consent rather than at a Member meeting. The Company shall maintain a permanent record of all actions taken by the Member.

(d) Officers and Agents.

(i) Election and Term of Office. To facilitate the transaction of business by the Company, the Company may have such officers and agents as the Member may from time to time elect or appoint, which may include a president, one or more vice presidents, a secretary, a treasurer, and such other officers as may be deemed appropriate or necessary, with such respective rights, powers and duties as the Member may from time to time determine and delegate. Each officer and agent shall hold office for the term for which he is elected or appointed and until his or her successor has been elected or appointed and qualified or until his earlier resignation or removal in accordance with this Agreement. Any number of offices may be held by the same person. An officer of the Company may resign at any time by giving written notice to the Company. The resignation of an officer shall be effective upon receipt of such notice or at such later time as shall be specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make such resignation effective. Any individual officer may be removed from office by the Member at any time without assigning any cause. Any vacancy with respect to any officer occurring for any reason shall only be filled by the Member, unless the Member determines otherwise.

(ii) Rights, Powers, Responsibilities and Authority. The Member hereby delegate the following rights, powers, responsibilities and authority to the following officers of the Company; provided that the Member may, from time to time, delegate or assign such additional rights, powers, responsibilities and authority as it shall deem appropriate:

(A) Chief Executive Officer. The Chief Executive Officer, if one is appointed, shall preside at all meetings of the Company, and shall perform such other duties as may from time to time be assigned to him or her by the Member.

(B) President. In the absence of a Chief Executive Officer, the President shall be the ranking and chief executive officer of the Company and shall have the duties and responsibilities, and the authority and power, of the Chief Executive Officer. The President shall be the chief operating officer of the Company and, subject to

AMCO

JUN 15 2021

the provisions of this Agreement and the Act and the control of the Member, shall have general supervision of the affairs of the Company and shall have general and active control over its business and operations. The President shall, in general, perform all duties incident to the office of president, and such other duties as from time to time may be assigned by the Member. The President shall see that all orders and resolutions of the Member are carried into effect. The President shall have general authority to execute all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, bonds, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies and any other contracts, instruments or documents necessary or advisable, in the opinion of the President, to the business of the Company; to purchase liability and other insurance to protect the Company's property and business; to cause the employment or appointment of such employees and agents of the Company as the proper conduct of operations may require, and to fix and pay their compensation, subject to the provisions of this Agreement; to remove or suspend any employee or agent who shall have been employed or appointed under his or her authority or under authority of an officer subordinate to him or her; to suspend for cause, pending final action by the authority which shall have elected or appointed him or her, any officer subordinate to the President; and, in general, to exercise all the powers and authority usually appertaining to the chief operating officer of a corporation, except as otherwise provided in this Agreement.

(C) Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their appointment) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall perform such other duties and have such other powers as the Member or the President may from time to time prescribe.

(D) Assistant Vice Presidents. In the absence of a Vice President or in the event of his inability or refusal to act, the Assistant Vice President (or in the event there shall be more than one, the Assistant Vice Presidents in the order designated by the Member, or in the absence of any designation, then in the order of their appointment) shall perform the duties and exercise the powers of that Vice President, and shall perform such other duties and have such other powers as the Member, the President or the Vice President under whose supervision he is appointed may from time to time prescribe.

(E) Secretary. The Secretary shall attend all meetings of the Company and record all the proceedings in a book or books to be kept for that purpose; shall see that notices are given and records and reports properly kept and filed by the Company as required by law; and, in general, shall perform all duties incident to the office of secretary, and such other duties as may from time to time be assigned by the Member or the President. The Secretary shall keep and account for all books, documents, papers, and records of the Company, except those for which some other officer or agent is properly accountable.

(F) Assistant Secretary. In the absence of the Secretary or in the event of his inability or refusal to act, the Assistant Secretary (or, if there shall be more than one, the Assistant Secretaries in the order designated by the Member, or in the absence of any designation, then in the order of their appointment) shall perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Member, the President or the Secretary may from time to time prescribe.

(G) Treasurer. The Treasurer shall have or provide for the custody of the funds, securities and other property of the Company; shall collect and receive or provide for the collection and receipt of moneys earned by or in any manner due to or received by the Company; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company; shall deposit in the name and to the credit of the Company all funds in his or her custody as Treasurer in such banks or other places of deposit as the Member may from time to time designate; shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, whenever so required by the Member, shall render an account showing his or her transactions as Treasurer and the financial condition of the Company; shall have general authority to execute all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, bonds, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies and any other contracts, instruments or documents necessary or advisable, in the opinion of the Treasurer, to the business of the Company; and, in general, shall discharge such other duties as may from time to time be assigned by the Member, the President or the Vice President in charge of finance, if one is so designated.

(H) Assistant Treasurer. The Assistant Treasurer or Assistant Treasurers shall assist the Treasurer, and in the absence of the Treasurer or in the event of his inability or refusal to act, the Assistant Treasurer (or in the event there shall be more than one, the Assistant Treasurers in the order designated by the Member, or in the absence of any designation, then in the order of their appointment) shall perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Member, the President or the Treasurer may from time to time prescribe.

(I) Controller. The Controller, if one is appointed, shall have supervision of the accounting practices of the Company and shall prescribe the duties and powers of any other accounting personnel of the Company; shall cause to be maintained an adequate system of financial control through a program of budgets and interpretive reports; and shall initiate and enforce measures and procedures whereby the business of the Company shall be conducted with the maximum efficiency and economy. If required, he or she shall prepare a monthly report covering the operating results of the Company. The Controller shall be under the supervision of the Vice President in charge of finance, if one is so designated, and he shall perform such other duties as may be prescribed by the Member, the President or any such Vice President in charge of finance.

AMCO

JUN 15 2021

(J) Assistant Controller. The Assistant Controller or Assistant Controllers shall assist the Controller, and in the absence of the Controller or in the event of his inability or refusal to act, the Assistant Controller (or, if there shall be more than one, the Assistant Controllers in the order designated by the Member, or in the absence of any designation, then in the order of their appointment) shall perform the duties and exercise the powers of the Controller and perform such other duties and have such other powers as the Member, the President or the Controller may from time to time prescribe.

(iii) Subordinate Officers, Committees and Agents. The Member may from time to time appoint such committees, employees or other agents as it deems necessary, who shall hold their offices for such terms and shall exercise such rights and powers and perform such duties as are provided in this Agreement, or as the Member may from time to time determine and delegate. The Member may delegate to any officer or committee the right and power to elect or appoint subordinate officers and to retain or appoint employees or other agents, or committees thereof, and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents.

(iv) Salaries. The salaries, if any, of the officers and agents of the Company elected or appointed by the Member shall be fixed from time to time by the Member.

(v) Officers' Bonds. No officer of the Company need provide a bond to guarantee the faithful discharge of the officer's duties unless the Member shall by resolution so require a bond, in which event such officer shall give the Company a bond (which shall be renewed if and as required) in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of office.

(vi) Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power of the officers as set forth herein.

(e) Liability for Certain Acts. The officers shall perform their duties in good faith, in a manner reasonably believed to be in the best interests of the Company, and with such care and business judgment as an ordinarily prudent person in a like position would use under similar circumstances, including the reliance in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by the Member, officers, employees or committees of the Company or by any other person, as to matters the Member or officers reasonably believe are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company. The officers do not, in any way, guarantee the return of the Member's capital contributions or a profit for the Member from the operations of the Company. The officers who so perform the duties of officers as set forth herein shall not be personally liable to the Company or to the Member for any loss or damage sustained by the Company or the Member, unless (i) the officer has breached or failed to perform the duties of his or her position under the Act, the Certificate or this Agreement and (ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness by such officer. Nothing in this paragraph shall apply to the liability of an officer pursuant to any criminal statute, or for the payment of taxes pursuant to federal, state or local law. Neither the Member nor any person bearing a title as an officer of the Company shall be obligated personally with respect to any debt, obligation or liability of the

Company by reason of being a member, or acting as an officer, agent or otherwise on behalf of the Company.

(f) Reliance on Reports and Information by Member. The Member of the Company shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of its officers, employees or committees of the Company, or by any other person, as to matters the Member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(g) Banking. The Treasurer may from time to time open bank accounts in the name of the Company, and the Treasurer, Assistant Treasurer and/or any other officer of the Company designated by the Member, as may be determined from time to time by the Member, shall be the sole signatory or signatories thereon, unless the Member determine otherwise.

7. Capital Contributions. The Member owns 100% of the limited liability company "membership interest" in the Company. The Member may in the future, but are not required to, contribute additional capital it deems necessary for the operation of the Company. The Member may loan funds to the Company on such terms and conditions as the Member may desire. All capital contributions and loans made by the Member and any future Member shall be recorded on the books and records of the Company.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member. The Member intends that the Company be regarded as an S Corporation entity separate from its owners for U.S. tax purposes.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member. Such distributions shall be allocated to the Member.

10. Books. The Company books shall be maintained at the Principal Office. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each such calendar year.

11. Authorization to Qualify to do Business as Foreign Limited Liability Company. The Member is hereby authorized, where it is necessary or expedient for the Company to transact business, to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and to execute and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein, and whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process, and to execute and file such certificates, reports, revocations of appointment or surrenders of authority as may be necessary to terminate the authority of the Company to do business in any such state, territory, dependency or country.

AMCO

JUN 15 2021

12. Transfers of Membership Interests in the Company. Membership interests in the Company shall be freely transferable and assignable in whole or in part, with unanimous consent of the Member. Notwithstanding any other provision of this Agreement, upon any assignment by a Member of all of its membership interests in the Company, at the effective date of such assignment, the assignee shall automatically be admitted to the Company as a member of the Company and, immediately following such admission of the assignee, the assigning Member(s) shall cease to be a member of the Company. Notwithstanding any other provision of this Agreement, upon any such assignment, the business of the Company shall continue without dissolution. Notwithstanding any other provision of this Agreement, upon such an assignment, the assignee shall be bound by this Agreement as a member of the Company.

13. Admission of Additional Member(s). One or more additional member of the Company may be admitted to the Company from time to time with unanimous consent of the Member.

14. Dissolution and Liquidation.

(a) Events Triggering Dissolution. The Company shall dissolve and commence winding up and liquidation upon the first to occur of any of the following ("Liquidating Events"):

- (i) the written consent of the Member;
- (ii) the election by the Member, at its sole option, to require the dissolution, winding up and liquidation of the Company; or
- (iii) the entry of a decree of judicial dissolution under Section 10.50.405 of the Act.

The Company shall not be dissolved for any other reason, including without limitation, the Member's becoming bankrupt or executing an assignment for the benefit of creditors, and any such bankruptcy or assignment shall not effect a transfer of any portion of the Member's membership interest in the Company.

(b) Liquidation. Upon dissolution of the Company in accordance with Section 10.50.425 of the Act, the Company shall be wound up and liquidated by the Member or by a liquidating manager selected by the Member. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

(i) to creditors, including the Member if they are a creditor, in the order of priority as established by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Member under Section 10.50.425 of the Act; and then

(ii) to the setting up of any reserves in such amount and for such period as shall be necessary to make reasonable provisions for payment of all contingent, conditional or un-matured claims and obligations known to the Company and all claims and

obligations known to the Company but for which the identity of the claimant is unknown; and then

(iii) to the Member, which liquidating distribution may be made to the Members in cash or in kind, or partly in cash and partly in kind.

(c) Articles of Dissolution. Upon the dissolution of the Company and the completion of the liquidation and winding up of the Company's affairs and business, the Member shall on behalf of the Company prepare and file articles of dissolution with office of the Department of Commerce, Community and Economic Development in the State of Alaska, as required by the Act. When such dissolution is filed, the Company's existence shall cease.

15. Indemnification.

(a) Definitions. For the purposes of this Section, the following terms shall have the following meanings:

(i) "Indemnified Capacity" means any and all past, present and future service by an indemnified representative in one or more capacities as a Member, officer, employee or agent of the Company, or, at the request of the Company, as a member, manager, officer, employee, agent, fiduciary or trustee of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise.

(ii) "Indemnified Representative" means the Member and the officers of the Company and any other person designated as an indemnified representative by the Member (which may, but need not, include any person serving at the request of the Company, as a member, manager, officer, employee, agent, fiduciary or trustee of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise).

(iii) "Liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense of any nature (including, without limitation, attorneys' fees and disbursements).

(iv) "Proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Company, its Member or otherwise.

(b) Indemnification by the Company.

(i) To the fullest extent permitted by law, the Company shall indemnify an Indemnified Representative against any Liability incurred in connection with any Proceeding in which the Indemnified Representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an Indemnified Capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:

AMCO

JUN 15 2021

(A) where such indemnification is expressly prohibited by applicable law;

(B) where the conduct of the Indemnified Representative has been finally determined:

(1) to constitute willful misconduct or recklessness sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or

(2) to be based upon or attributable to the receipt by the Indemnified Representative from the Company of a personal benefit to which the Indemnified Representative is not legally entitled; or

(C) to the extent such indemnification has been finally determined in a final adjudication to be otherwise unlawful.

(ii) If an Indemnified Representative is entitled to indemnification in respect of a portion, but not all, of any Liabilities to which such person may be subject, the Company shall indemnify such Indemnified Representative to the maximum extent for such portion of the Liabilities.

(iii) The termination of a Proceeding by settlement shall not create a presumption that the Indemnified Representative is not entitled to indemnification.

(iv) To the extent that an Indemnified Representative of the Company has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

(c) Proceedings Initiated by Indemnified Representatives. Notwithstanding any other provision of this Section, the Company shall not indemnify under this Section an Indemnified Representative for any liability incurred in a Proceeding initiated (which shall not be deemed to include counterclaims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless such initiation of or participation in the Proceeding is authorized, either before or after its commencement, by the Member in office. This paragraph does not apply to reimbursement of expenses incurred in successfully prosecuting or defending the rights of an Indemnified Representative granted by or pursuant to this Section.

(d) Advancing Expenses. To the fullest extent permitted by law, the Company shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an Indemnified Representative in advance of the final disposition of a Proceeding described in Section 10.50.148 of the Act or the initiation of or participation in which is authorized pursuant to Section 10.50.148(e) of the Act, upon receipt of an undertaking by or on behalf of the Indemnified Representative to repay the amount if it is ultimately determined that such person is not entitled to be indemnified by the Company pursuant to this Section. The financial ability of an Indemnified Representative to repay an advance shall not be a prerequisite to the making of such advance.

(e) Securing of Indemnification Obligations. To further effect, satisfy or secure the indemnification obligations provided in this Section or otherwise, the Company may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Company, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Member shall deem appropriate. Absent fraud, the determination of the Member with respect to such amounts, costs, terms and conditions shall be conclusive against the Member and officers and shall not be subject to voidability.

(f) Payment of Indemnification. An Indemnified Representative shall be entitled to indemnification within 30 days after a written request for indemnification has been delivered to the secretary of the Company. The indemnification pursuant to this Section shall be made only from the assets of the Company and the Member shall be personally liable therefor.

(g) Contribution. If the indemnification provided for in this Section or otherwise is unavailable for any reason in respect of any liability or portion thereof, the Company shall contribute to the liabilities to which the Indemnified Representative may be subject in such proportion as is appropriate to reflect the intent of this Section or otherwise.

(h) Contract Rights: Amendment or Repeal. All rights under this Section shall be deemed a contract between the Company and the Indemnified Representative pursuant to which the Company and each Indemnified Representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

(i) Scope of this Section. The rights granted by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement or otherwise, both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this Section shall continue as to a person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

(j) Reliance on Provisions. Each person who shall act as an Indemnified Representative of the Company shall be deemed to be doing so in reliance upon the rights of indemnification, contribution and advancement of expenses provided by this Section.

16. Amendments. This Agreement may be amended in writing from time to time by the Member.

17. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Alaska (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

AMCO

JUN 15 2021

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Operating Agreement as of the date first written above.

ANDREW D. HURST,
as the sole Member of Top Tier Gardens, LLC

By: 