

# Alcohol & Marijuana Control Office

Initiating License Application

6/15/2021 12:16:36 PM

**License Number:** 23122**License Status:** Active-Operating**License Type:** Retail Marijuana Store**Doing Business As:** MSB Flight**Business License Number:** 2119742**Designated Licensee:** Chad Ragsdale**Email Address:** tokawear@outlook.com**Local Government:** Matanuska-Susitna Borough**Local Government 2:****Community Council:** Gateway**Latitude, Longitude:** 61.568000, -149.309000**Physical Address:** 5675 E Blue Lupine Dr  
Wasilla, AK 99654  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10113559**Alaska Entity Name:** Alaskan Pipe Dreams, LLC**Phone Number:** 360-991-4631**Email Address:** tokawear@outlook.com**Mailing Address:** 2490 S Paddock Dr  
Wasilla, AK 99654  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Chad Ragsdale**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 360-991-4631**Email Address:** tokawear@outlook.com**Mailing Address:** 2490 S Paddock Dr  
Wasilla, AK 99654  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Dara Ragsdale**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 208-351-2715**Email Address:** tokawear@outlook.com**Mailing Address:** 2490 S Paddock Dr  
Wasilla, AK 99654  
UNITED STATES**Note:** No affiliates entered for this license.



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:	Alaskan Pipe Dreams, LLC	License Number:	23122		
License Type:	Retail Marijuana Store				
Doing Business As:	MSB Flight				
Premises Address:	5675 E Blue Lupine Dr				
City:	Wasilla	State:	AK	ZIP:	99654

### Section 2 – Individual Information

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

Name:	Dara Ragsdale
Title:	Member

### 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.

DR

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.

DR

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

DR

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).

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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.

DR

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.

DR

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

DR

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

DR

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

DR

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.

DR

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.

DR

I, Dara Ragsdale, 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.

DR

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.

Dara Ragsdale  
Signature of licensee

Helen A. Duarte  
Notary Public in and for the State of Alaska

Dara Ragsdale

Printed name of licensee

My commission expires: 12-01-2024

Subscribed and sworn to before me this 21<sup>st</sup> day of May, 2021.



AMCO

JUN 17 2021





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

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

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

Phone: 907.269.0350

## Alaska Marijuana Control Board

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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.

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

Licensee:	Alaskan Pipe Dreams, LLC	License Number:	23122		
License Type:	Retail Marijuana Store				
Doing Business As:	MSB Flight				
Premises Address:	5675 E Blue Lupine Dr				
City:	Wasilla	State:	AK	ZIP:	99654

## Section 2 – Individual Information

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

Name:	Chad Ragsdale
Title:	Member

## 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.

CR

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.

CR

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CR

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).

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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:

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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.

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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.

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I, Chad Ragsdale, 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.

CR

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

Chad Ragsdale

Printed name of licensee

My commission expires: 12-01-2024

Subscribed and sworn to before me this 14<sup>th</sup> day of May, 2021.



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JUN 17 2021

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is made this 30 Day of September 2019, by and between Chad Ragsdale an individual located at 2490 S Paddock Dr Wasilla, AK 99654 ("Landlord") and Alaskan Pipe Dreams, LLC an entity located at 2490 S Paddock Dr, Wasilla AK 99654 ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Demised Premises.** The premises leased shall consist of a retail store in the building or complex (the "Real Property") located at 5675 E Blue Lupine Dr, Wasilla AK 99654 (the "Demised Premises").

- A) Size of Premises.** The Demised Premises consists of approximately eight hundred (800) square feet and comprises approximately 100% of the total leasable area in the current building or complex. The square footage of the Demised Premises shall be determined by measuring from the outside of all exterior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.
- B) Reserved Uses.** Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.
- C) Common Area.** Landlord grants to Tenant the non-exclusive right to use, in common with all other tenants or occupants of the Real Property, the Common Area of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants. The Common Area shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time-to-time to change the sizes, locations, shapes, and arrangements of the Common Area; restrict parking by Tenant and other tenants to designated areas; and do and perform such other acts in and to the Common Area and adopt, modify, and enforce such rules and requirements as Landlord in its sole discretion deems advisable. Landlord shall maintain the Common Area in good repair and reasonably clear of debris.
- D) Parking Spaces.** Landlord agrees that Tenant, including its guests, employees, agents, and customers, has the right to use any parking space(s) located in the north and south parking lot. Tenant accepts and understands that parking privileges granted are personal to the Tenant and such parking privileges may not be assigned or sublet. Tenant will pay Landlord a fee of \$1,000.00 on a monthly basis for the use of such parking privileges.
- E) Storage Facilities.** Landlord agrees that during the term of this Agreement, Tenant has the right to store personal property in the Storage Racks will be provided. Common area can be used at their own risk. Landlord will not be responsible for any loss, theft, or damage of items stored by the Tenant. Tenant will pay Landlord a fee of \$1,000.00 on a monthly basis for the use of such storage facilities.

**2. Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

INITIAL CR DATE 7/30/19  
Commercial Lease Agreement (Rev. 133C7D8)

1 / 12

AMGO

JUN 17 2021



**3. Term of Lease.** The term of this Agreement shall commence on September 30, 2019 ("Commencement Date") and ending at midnight on September 30, 2024 ("Termination Date").

- A) **Renewal.** Provided Tenant is not in default in the performance of this Agreement, Tenant shall have the option to renew this Agreement for additional five (5) year term(s) commencing on the Termination Date. All of the terms and conditions of this Agreement shall apply during each renewal term, except that the Base Rent shall be increased by 15% each renewal term.
- B) **Notice of Renewal.** The option shall be exercised by written notice given to Landlord not less than sixty (60) days prior to the Termination Date. If notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

**4. Rental Terms.** With respect to the terms of the rental:

- A) **Base Rent.** Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, \$6,000.00, payable on a monthly basis ("Base Rent"). Base Rent is due no later than the 5th day of the payment period. Base Rent is payable by Cash is ok, or as otherwise agreed upon by the parties.
- B) **Operating Cost.** Beginning on the Commencement Date, Tenant agrees to pay Landlord for Tenant's proportionate share of Operating Cost. Tenant's initial monthly estimate for Operating Cost is \$2,000.00 per month. For the purposes of this Agreement, Tenant's proportionate share of Operating Costs shall not exceed 100% of the total capital operating costs for any given month. Tenant's proportionate share shall be determined by dividing the number or rentable square feet in the Demised Premises by the total number of rentable square feet in the Real Property which are leased or available for lease during the year. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property, including the exterior of the Real Property and the common areas, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping, and accounting fees, and an annual addition equal to 10% per annum of the Operating Cost for a reserve fund for major repairs, replacements, and renovations. With each monthly Base Rent payment, Tenant shall pay an estimate of Tenant's share of the Operating Cost. Such monthly estimates shall be based on the prior year's actual Operating Cost. On an annual basis, Landlord shall reconcile Tenant's payments against the actual Operating Cost. In the event Tenant's payments are less than its share of the actual Operating Cost, Tenant shall pay such deficiency within five (5) days of request by Landlord. In the event Tenant's payments exceed its share of the actual Operating Cost, Landlord shall apply the overpayment to the next monthly estimate(s).
- C) **Taxes.** Tenant shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon. All such tax obligations shall be payable in addition to the Rent paid under this Agreement.
- D) **Payment of Rent.** Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord and delivered to the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant.
- E) **Partial Payments.** Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

INITIAL   *Q*   DATE   7/30/21    
Commercial Lease Agreement (Rev. 133C7D8)

2 / 12

AMCO

JUN 17 2021



- F) **Past Due Payments.** If any amount due under this Agreement remains unpaid five (5) days after it is due, a late charge equal to \$10.00 per day ("Late Charge") shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). If any amount due under this Agreement remains unpaid for more than thirty (30) days after it is due, then in addition to the Late Charge, such unpaid amounts shall bear interest at the rate of 10% per month. In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.
- G) **Security Deposit.** Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of \$15,000.00, which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement. Such deposit shall not accrue interest for Tenant, shall not be considered a Rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.
- H) **Holding Over.** If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be twelve thousand (12000) times the Base Rent applicable immediately prior to the expiration of the Term.

**5. Use, Occupancy and Condition of Premises.** With respect to use and occupancy:

- A) **Use and Occupancy.** Tenant shall use and occupy the Demised Premises for the commercial purpose of retail marijuana store and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances. Tenant shall provide its own janitorial services. Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows:
- I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.
  - II. No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises unless approved by Landlord.
  - III. No smoking in the Demised Premises or within twenty five (25) feet of any doorway.
  - IV. All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property.

INITIAL CE DATE 7/30/19  
Commercial Lease Agreement (Rev. 133C7D8)

3 / 12

AMCO

JUN 17 2021



- V. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord.
- VI. No loudspeaker, television, phonograph, juke-box, radio, or other device shall be used in a manner so as to be heard other than by persons who are within the Demised Premises without the prior written consent of Landlord.
- VII. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- VIII. Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.
- IX. The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises.
- X. Tenant shall keep all windows, window sills, window frames and exterior signs of the Demised Premises clean.
- XI. No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.
- XII. No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.
- XIII. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.
- XIV. Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.
- XV. Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.
- XVI. Tenant shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.
- B) **Environmental Restrictions.** Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord

INITIAL  DATE   
Commercial Lease Agreement (Rev. 133C7D8)

4 / 12

AMCO

JUN 17 2021



shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

- C) **Condition and Acceptance of Premises.** Tenant accepts the Demised Premises in their current condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised Premises. In addition, Tenant shall have a five (5) day waiting period to discover any defects and shall notify Landlord immediately of the same.

**6. Property in Demised Premises.** With respect to the property:

- A) **Risk and Loss of Tenant's Personal Property.** All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.
- B) **Fixtures and Furnishings Provided by Landlord.** Landlord shall provide the following fixtures and furnishings:
- Bathroom Fixtures
  - Bookcases
  - Furniture
  - Furnace
  - Lighting
  - Office Desks
  - Showcases
  - Safes
  - Glass Supplies
- C) **Personal Property Taxes of Tenant.** Tenant shall pay before delinquency all taxes assessed against Landlord's fixtures, furnishings, equipment and stock-in-trade placed in or on the Demised Premises. Any such taxes paid by Landlord shall become due and payable by Tenant within \_\_\_\_\_ days after written notice from Landlord.

**7. Repairs and Maintenance.** With respect to repair and maintenance obligations:

INITIAL CE DATE 7/30/19  
Commercial Lease Agreement (Rev. 133C7D8)

5 / 12

AMGO

JUN 17 2021



- A) **Landlord's Obligation to Repair and Maintain.** Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following:

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

- B) **Tenant's Obligation to Repair and Maintain.** All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following:

- Heating, ventilation and air conditioning systems
- Plumbing
- Electrical systems
- The replacement of all broken glass and cracked glass relating to the interior or exterior of the demised premises

- C) **Remodeling.** Tenant shall not do the following:

- D) **No Liens Permitted.** No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within \_\_\_\_\_ days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

**8. Insurance and Indemnification.** With respect to insurance and indemnification:

- A) **Tenant's Public Liability and Property Damage Insurance.** Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance to include Landlord as an additional Insured, to be carried with an insurer and to have limits of liability of not less than \$5,000.00 per occurrence on a combined single limit basis and a deductible no greater than \$1,000,000.00.

INITIAL AL DATE 7/30/19  
Commercial Lease Agreement (Rev. 133C7D8)

6 / 12

AMCO

JUN 17 2021



- B) Certificate of Insurance.** Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than five (5) days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.
- C) Landlord's Insurance.** Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord deems appropriate. All premiums for such insurance maintained by Landlord shall be considered Operating Costs.
- D) Mutual Waiver of Subrogation.** If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.
- E) Mutual Hold Harmless.** It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located.

**9. Signs.** With respect to signs:

- A) Exterior Sign.** Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as "Exterior Sign" prior to opening for business. Landlord shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

**10. Utility Services.** Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises.

In turn, Landlord will be responsible for making payments for the following utilities:

- Water
- Gas
- Heat
- Light

INITIAL CE DATE 7/30/19  
Commercial Lease Agreement (Rev. 133C7D8)

7 / 12

AMCO

JUN 17 2021



- Power
- Telephone
- Internet
- Sewage Disposal
- Security and Alarms

**11. Access, Surrender, and Assignment.** With respect to access, surrender, and assignment:

- A) **Access.** Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.
- B) **Surrender.** Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.
- C) **Removal and Restoration.** Any and all trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Agreement, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage caused to the Demised Premises by the removal of any such trade fixtures and equipment. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.
- D) **Assignment and Subletting.** Tenant will not assign this Agreement as to any portion or all of the Demised Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Demised Premises.

**12. Damage to Premises.** With respect to damage to the Premises:

- A) **Substantial Damage.** In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed \$500.00 of the then replacement value thereof, then the parties may, at their option, within 30 days after the occurrence of such casualty, terminate this Agreement upon written notice.
- B) **Partial Damage.** In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than \$500.00 of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore shall be limited to restoring the structural portions of the Demised Premises and shall not include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the

INITIAL CE DATE 7/30/15  
 Commercial Lease Agreement (Rev. 133C7D8)

8 / 12

AMGO

JUN 17 2016



same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within 30 days after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

- C) **Rents Upon Damage or Destruction.** In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

**13. Eminent Domain.** With respect to eminent domain:

- A) **Condemnation of Demised Premises.** If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than 30 of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemnor and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within 30 days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

- B) **Condemnation Award.** All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

**14. Insolvency and Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any

INITIAL CB DATE 7/30/15  
Commercial Lease Agreement (Rev. 133C7D8)

9 / 12

AMCO

JUN 17 2021



of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

**15. Default.** With respect to default:

- A) Rights in Event of Default of Tenant.** If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after \_\_\_\_\_ days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.
- B) Costs and Payment of Rents.** Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.
- C) Right of Removal of Tenant's Property.** Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.
- D) Default of Landlord.** Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within 30 days of

INITIAL CE DATE 7/30/19  
Commercial Lease Agreement (Rev. 133C7D8)

10 / 12

AMCO

JUN 17 2021



such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than 30 days to cure).

**16. Quiet Enjoyment.** Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

**17. Miscellaneous.**

- A) **Waivers.** No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.
- B) **Subordination.** Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Demised Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Demised Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Demised Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Demised Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.
- C) **Notices and Certificates.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service.
- D) **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
- E) **Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, not including its conflicts of law provisions.
- F) **Dispute Resolution.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- G) **Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs,

INITIAL CB DATE 7/30/19  
Commercial Lease Agreement (Rev. 133C7D8)

11 / 12

AMGO


JUN 17 2021



casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

- H) **Complete Agreement.** This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.
- I) **Successors in Interest.** The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.
- J) In the event of default by the lessee, the lessor/Landlord will not remove from the premises or take possession of Marijuana, and AMCO enforcement will be notified immediately.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

<u>Individual Landlord Full Name</u>		Chad Ragsdale Owner
	Representative Signature	Representative Name and Title

Alaskan Pipe Dreams, LLC Tenant Full Name		Chad Ragsdale Manager
	Representative Signature	Representative Name and Title

INITIAL  DATE 7/30/19  
Commercial Lease Agreement (Rev. 133C7D8)

12 / 12

AMCO

JUN 17 2021

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	Alaskan Pipe Dreams, LLC / MSB Flight & One Sweet World

**Entity Type:** Limited Liability Company

**Entity #:** 10113559

**Status:** Good Standing

**AK Formed Date:** 9/12/2019

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2023

**Entity Mailing Address:** 2490 S PADDOCK DR, WASILLA, AK 99654

**Entity Physical Address:** 2490 S PADDOCK DR, WASILLA, AK 99654

### Registered Agent

**Agent Name:** Chad Ragsdale

**Registered Mailing Address:** 2490 S PADDOCK DR, WASILLA, AK 99654

**Registered Physical Address:** 2490 S PADDOCK DR, WASILLA, AK 99654

### Officials

<input type="checkbox"/> Show Former			
AK Entity #	Name	Titles	Owned
	Chad Ragsdale	Manager, Member	67.00
	Dara Ragsdale	Member	33.00

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JUN 17 2021



## Filed Documents

Date Filed	Type	Filing	Certificate
9/12/2019	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
11/11/2019	Initial Report	<a href="#">Click to View</a>	
10/12/2020	Agent Resignation	<a href="#">Click to View</a>	
10/30/2020	Biennial Report	<a href="#">Click to View</a>	
10/30/2020	Agent Change	<a href="#">Click to View</a>	

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JUN 17 2021

One Sweet World 26946

MSB Flight 23122

**AMENDED OPERATING AGREEMENT  
OF  
Alaskan Pipe Dreams, LLC.**

This AMENDED Operating Agreement (this "Agreement" or "Operating Agreement") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Class "A" Members and Class "B" Members of Alaskan Pipe Dreams, LLC. This Amended Operating Agreement supersedes any prior operating agreement of Alaskan Pipe Dreams, LLC, and any prior operating agreement is null and void.

**RECITALS**

A. Alaskan Pipe Dreams, LLC, a limited liability company (the "Company"), was formed effective July 30, 2019, for the purposes of transacting any or all lawful business for which a limited liability company may be organized under the laws of the State of Alaska.

B. Class "A" Members Chad Ragsdale, Dara Ragsdale, are the only of the Company as of date of this Member Agreement. Class "B" Members can be added below if needed

C. The Company shall be managed by its manager to be elected by the LLL'C member(s). Chad Ragsdale is currently the manager of this limited liability company.

**ARTICLE I  
ORGANIZATIONAL MATTERS**

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

1.2 **Name.** The name of the Company shall be "Alaskan Pipe Dreams, LLC,"

1.3 **Principal Office.** Principle office will be located at 2490 S Paddock Dr, Wasilla AK 99654, until further notice.

Alaskan Pipe Dreams, LLC: Amended Operating Agreement



action of the Members. The name and address of the Company's initial registered agent is Chad Ragsdale, 2490 S. Paddock Dr, Wasilla AK 99654. The Company may change its registered agent and/or the address of its registered office from time to time by action of the Manager. The Company may also maintain offices at such other places or places as the Manager deems advisable.

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

## **ARTICLE II DEFINITIONS**

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

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

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

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

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

holding of a direct or indirect equity or voting interest of fifty percent or more in the Person.

**2.1.5 Articles.** The term "Articles" means the Articles of Organization of Alaskan Pipe Dreams, LLC, filed with the Corporations Section, State of Alaska on July 30, 2019, as amended from time to time.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

2.1.22 **Member.** The term "Member" means a Person with a Membership Interest in the Company. It includes both an Original

Member (both Class "A" Members and Class "B" Members) and Substitute Member, but does not include an Assignee.

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

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

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

2.1.26 **Original Member.** The term "Original Member" means each original member(s) of Alaskan Pipe Dreams, LLC.

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

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

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

- (a) Any income of the Company described in Code Section ~~705(a)(1)(B)~~ or treated as ~~Section 705(a)(2)(B)~~ expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account



shall be subtracted from taxable income or added to such taxable loss, as the case may be;

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

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

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

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

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

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

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

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

### **ARTICLE III CAPITAL CONTRIBUTIONS**

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

3.2 **Additional Capital Contributions.**

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

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

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



Contribution is made, all Members' Percentage Interests shall be predetermined as follows: Each Member's Percentage Interest shall at any time be equal to the percentage equivalent of a fraction, the numerator of which is the aggregate amount of all Capital Contributions made by all Members through such date.

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

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

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

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

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

~~**3.3.4 Assignment.** Upon the Transfer of all or any part of~~  
a Member's Interest as permitted by this Agreement, the Capital Account of the transferor, or the portion thereof that is attributable to the transferred Interest, shall carry over to the



transferee, as prescribed in Treasury Regulation Section 1.704-1(b)(2)(iv).

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

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

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

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

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

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

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



distributions that such Member is otherwise entitled to receive under Sections 4.1.2 and 4.1.3 below.

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

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

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

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

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

#### 4.4 **Special Allocations.**

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



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

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

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

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

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



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

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

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

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

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

**4.6 Transfers During Taxable Year.** All income, gain, loss, and ~~deductions allocable pursuant to Sections 4.2, 4.3, and 4.4 hereof~~ for a Fiscal Year with respect to any Interest which may have been transferred during such year shall be allocated between the transferor and transferee based upon the number of days that each



was recognized by the Company as the owner of such Interest, without regard to the results of Company operations during the particular days of such fiscal year and without regard to which cash distributions were made to the transferor or transferee, provided, however, that all income, gain, loss, and deductions so allocated as the result of a capital transaction shall be allocated to the recognized owner of the Interest for the day on which the capital transaction giving rise to such gain occurred.

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

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

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

**4.10 Change in Economic Arrangement.** Notwithstanding any other provision of this Operating Agreement, if the Percentage Interest of any Member is adjusted at any time pursuant to the terms of



this Operating Agreement, the Member whose Percentage interest is increased pursuant to such adjustment shall have the right to amend this Operating Agreement to take into account the revised economic arrangement of the Members, but only to the extent required to satisfy the tax allocation rules of Code Section 704 and the Regulations thereunder based on the opinion of legal counsel selected by such Member.

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

## **ARTICLE V MANAGEMENT AND OPERATION**

### **5.1 Manager.**

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

5.1.2 **Specific Authority.** Without limiting the generality of Subsection 5.1.1 and subject to the terms of Subsection 5.1.3, all Members agree that the Manager shall, exercising sole discretion, have the following rights and powers, except to the extent such rights and powers may be limited by other provisions of this Agreement:

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

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

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

- (a) Any amendment to this Agreement, which would (i) adversely affect the limited liability of the Members under the Act or under applicable law; or (ii) cause the



Company to cease to be treated as partnership for federal or state income tax purposes; All other amendments by Manager are allowed.

- (b) Any act in contravention of this Agreement;
- (d) Do any act which would make it impossible to carry on the ordinary business of the Company

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

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

**5.1.5 Removal of Manager.** Any Class "A" Member or Class "B" Member shall have the right to remove the Manager, if (a) it ~~has been finally determined by a court of competent jurisdiction,~~ either at law or equity, that Manager has violated its fiduciary responsibilities to the Members and such violation shall cause a material adverse effect upon the Company; or (b) it has been

finally determined by a court of competent jurisdiction, either at law or equity, that Manager has willfully or recklessly breached any material provision of this Agreement and such breach shall have caused or may reasonably be anticipated to cause a material adverse effect upon the Company.

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

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

## **5.2 Tax Matters Member.**

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

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



the Tax Matters Member, and the provisions hereof limiting the liability of and providing indemnification for the Manager shall be fully applicable to the Tax Matters Member in his capacity as such.

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

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

**5.5 Reimbursement of Costs.** The Manager shall be entitled to receive from the Company out-of-Company funds available therefore reimbursement of reasonable out-of-pocket expenses expended by the Manager in the performance of its duties hereunder. Fuel, lunches, automobile repair, automobile lease or purchase, or any other needs manager deems necessary.

#### **Other Activities.**

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



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

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

## **ARTICLE VI MEMBERS**

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

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

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



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

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

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

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

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

**6.4 Meetings.**

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



specify the place, day, and hour of the meeting and shall include an agenda of the matters to be considered at such meeting.

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

**6.4.3 Emergency Meetings.** An emergency meeting may be called for any purpose or purposes by any Member or Members holding at least ten percent of the Percentage Interests and shall be held on such date, at such time, and at such place as may be established by the Member or the Members, as the case may be, calling the emergency meeting. Twenty-four hours' notice of any emergency meeting shall be given to each Member. The purpose or purposes for which an emergency meeting is called shall be stated in the notice.

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

**6.4.5 Voting by Members.** All matters and "major Decisions," submitted to the members shall require approval by the affirmative vote of the Members representing a majority of the voting Members Percentage Interests. Any Member with less than ten (10%) percentage interest is considered a non-voting member, and has no effect on "Major Decisions," or any other voting within this limited liability company.

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



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

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

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

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

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

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



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

#### **6.6 Withdrawal.**

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

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

### **ARTICLE VII INDEMNIFICATION**

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



respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

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

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

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



7.2(a) shall be made by the Members by a vote of Members holding at least two-thirds of the Percentage Interests.

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

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

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

~~7.5 Non-Exclusivity. The indemnification provided by this~~  
Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Act, the Articles, or this Operating Agreement, or any agreement, vote



of Members or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to Person who has ceased to be a Member, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such Person.

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

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

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

**7.9 Limitation.** Nothing contained in this Article VII, or elsewhere in this agreement, shall operate to indemnify any



Manager, Member, officer, or other Person if such indemnification is for any reason contrary to law, either as a matter of public policy, or under the provisions of the Federal Securities Act of 1933, the Securities Exchange Act of 1934, or any other applicable state or federal law.

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

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

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

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

- (a) A current and a past list, setting forth the full names and last known addresses of each Member, set forth in alphabetical order;
- (b) A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or amendments have been executed;
- (c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years or such longer period as may be required by



law, or, if such returns and reports were not prepared for any reason, copies of the information and records provided to, or which should have been provided to, the Members to enable them to prepare their federal, state, and local tax returns for such period;

- (d) Copies of the current effective Company operating agreement, together with all amendments thereto, and copies of any Company operating agreements no longer in effect;
- (e) Copies of any financial statements of the Company for the three most recent years or such longer period as may be required by law;
- (f) A writing setting forth the amount of cash and a statement of the agreed value of other property or services contributed by each Member, and the times at which or events upon happening of which additional contributions agreed to be made by the Member are to be made;
- (g) Copies of any written promises by a Member to make a Capital Contribution to the Company;
- (h) Copies of any written consents by the Members to admit any Person other than an Original Member as a Member of the Company;
- (i) Copies of any written consents by the Members to continue the Company upon an event of withdrawal or disqualification of any Member;
- (j) Copies of any other instruments or documents reflecting matters required to be in writing pursuant to the terms of this Agreement.

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

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

Annual financial statements shall be provided to the Members upon request by member.

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

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

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

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

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

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

**10.1 Right of First Refusal.** If a Member desires to sell part or all of its Interest in the Company to a third party, the Member ("Selling Member") must send notice to the other Members of such and send with that notice a copy of a bona fide legally binding contract to purchase, which contract shall be contingent on this right of first refusal. The other Members have the option within fifteen days after receipt of such notice to exercise this right to purchase all of the Selling Member's Interest in the Company, by sending written notice of such option to the Selling Member. Upon exercise of the option to purchase, the purchasing Members shall purchase all of the interest the Selling Member is selling to the third party in the Company within thirty days after notification to the Selling Member of the exercise of the option, and such purchase shall be at the price and for the terms set forth in the notice and bona fide contract. As an alternative, if the Selling Member is selling less than all of its interest in the Company, the other Members have the option to join with the Selling Member and sell the same portion of their Interest in the Company that the Selling Member is selling, by sending written notice of such option to the Selling Member, within fifteen days after receipt of notice from the Selling Member that the Selling Member



plans to sell less than all its Interest. If neither option is exercised, the Selling Member shall be free to sell its Interest, subject to the other provisions of this Article XI, according to the notice within sixty days after giving the initial notice, but if not so sold within that time frame, the Selling Member cannot otherwise sell Interest without complying with the provisions of this section again.

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

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

The value of the Company will be determined by a qualified independent appraiser selected by the independent auditors of the Company. The appraiser will value the Interest being purchased by applying the discounts and other factors deemed appropriate by the appraiser in their sole discretion.

If the Company or remaining Members elect to purchase a Member's Interest under Section 10.1 and 10.2, those Members remaining, other than the Member whose Interest is being purchased, may vote, by Members holding at least two-thirds of the Percentage Interests, to either (a) dissolve and liquidate the Company as to ~~provided below; or (b) redeem the Selling Member by delivering to~~ that Member twenty-five percent of the purchase price determined for that Member's Interest, and a promissory note for the balance, payable in quarterly installments of principal and accrued



interest at the rate below, for a term not to exceed five years, as determined by the remaining Members in their sole discretion. Any such promissory note shall bear interest at the legal rate for the State of Alaska. This note shall be secured by the assets of the Company but will be nonrecourse to the Members. The Company shall have the right to prepay this amount in whole or in part at any time. If two or more Members are receiving payments for their purchased interest by the Company, the Company may, at its option, limit the total quarterly payment, notwithstanding the foregoing, to the net cash flow, less working capital reserves reasonably determined necessary by the Members, each quarter.

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

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

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

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

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

**10.4.2 Agreement by Assignee or Transferee.** The Members and Assignee must have executed and delivered such documents as



may be required by this Agreement to evidence that the Assignee is bound by this Agreement.

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

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

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

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

Notwithstanding anything else contained in this Agreement, an assignment or transfer of a Membership Interest may not be made if such assignment or transfer (a) would violate any applicable laws or regulations; (b) would materially adversely affect the classification of the Company as a partnership for federal or state income tax purposes; or (c) would affect qualification of the Company as a limited liability company under the Act.

Upon an assignment or transfer of a Membership Interest in the Company, the Assignee may apply to become a Substitute Member with respect to the Membership Interest assigned or transferred to the Assignee. The Assignee shall continue to be an Assignee and ~~shall not become a Substitute Member unless and until the~~ conditions of Section 10.4 have been met. An Assignee shall be admitted as a Substitute Member effective on the date on which all such conditions have been satisfied. Any Member who assigns or



transfers all of the Membership Interest of the Member shall cease to be a Member of the Company upon the assignment or transfer in, or with respect to, the Company (whether or not the Assignee of such former Member is admitted to the Company as a Substitute Member), provided, however, such Member shall continue to be subject to those obligations imposed upon Withdrawing Members pursuant to Section 6.6.2.

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

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

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

**10.9 Buy-Sell Right.** If such Members have reached a Deadlock, the Class "A" Member ("Initiating Member") may initiate the buy-sell procedure herein after described ("Buy-Sell Right") by giving written notice ("Initiation Notice") thereof to the Class "B" Members. The Initiation Notice shall state a purchase price ("Unit Purchase Price") that the Initiating Member designates for a one percent ("Unit") and shall state the Initiating Member is prepared either to purchase the entire Interest of the non-Initiating Member for the Purchase Price (as calculated below) or to sell the entire Interest held by the Initiating Member to the non-Initiating Member for the Purchase Price. ~~The Purchase Price for the applicable~~ Interest shall be calculated by multiplying the unit Purchase Price by the number of Units in such Interest. The non-Initiating Member shall have thirty days after the date of such notice from the



Initiating Member to elect to either sell its Interest or buy the Interest of the Initiating Member on the above terms. If the non-Initiating Member does not make any election within said period, it shall be deemed to have elected to sell its Interest on such terms.

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

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

**10.10 Release and Indemnification.** As a condition to the closing of the foregoing transactions, the purchasing Member shall deliver or cause to be delivered to the selling Member (a) a release of the selling Member by the Company and the Purchasing Member, pursuant to which the Company and the purchasing Member shall release the selling Member from any and all obligations and liabilities with respect to the Company and shall covenant not to sue the selling Member with respect to any such obligations and liabilities, except that such release shall not extend to claims and actions brought against the selling Member with respect to activities of the selling Member beyond the scope of such selling Member's authority as a Member; (b) an indemnification executed by the Company and the purchasing Member benefit of the selling Member, pursuant to which the Company and the purchasing Member shall agree to defend, indemnify, and hold harmless the selling Member from and against any and all loss, costs, expense, and liability arising out of claims and actions brought by third parties against the selling Member beyond the scope of the selling Member's authority as a Member; and (c) a release of the selling Member executed by any and all lenders of the Company, pursuant to which such lenders shall release the selling Member from any and



all liability and obligations arising under any notes, mortgages, guarantees, and other loan documents executed in connection with any loans made to the Company.

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

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

#### ARTICLE XII DISSOLUTION AND LIQUIDATION

- 12.1 **Removal:** Manager can remove a member for any reason at any time and member has a right to book value of all company assets.
- 12.2 **Dissolution of the Company.** Except as hereinafter provided, the Company shall dissolve upon the occurrence of any of the following events (each an "Event of Dissolution"):
- (a) The occurrence of any event of withdrawal set forth in the Act but only to the extent required by the Act;
  - (b) The expiration of the term of the Company as provided in Section 1.4; or
  - (c) Upon the written consent of Members holding two-thirds of the Percentage Interests.

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



or Members shall exercise this right within ninety days after the occurrence of an Event of Dissolution.

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

12.3.1 If an election to continue the Company is made following an Event of Dissolution occasioned by the disqualification of a Member pursuant to Section 12.1, then, subject to Section 12.6 and the Disqualified Member's fulfillment of all of its obligations under this Agreement and under any other extant agreements between the Disqualified Member and the Company, the Disqualified Member shall be entitled to receive from the Company, within twenty-four months after the Event of Dissolution, without interest, an amount equal to the Capital Account of Disqualified Member, as of the end of the calendar month immediately preceding the occurrence of the Event of Dissolution, provided, however, if a natural person becomes a Disqualified Member as a result of such person's death or mental incompetence, the legal representative of the Disqualified Member shall have the right within ninety days from the date of appointment of such legal representative to elect to either receive the amount to be paid to the Disqualified Member pursuant to this Section 12.3.1 or hold the Disqualified Member's Interest in the Company, in which case the Disqualified Member or his legal representative shall be considered an Assignee, not a Member, of the Company and entitled to all of the rights of an Assignee. If the election is not made in writing by the ninety-first day from the date of the appointment of such legal representative, the Disqualified Member or his legal representative shall receive the amount to be paid under this Section 12.3.1.

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



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

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

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

12.4.1 To creditors, including any Member who is a creditor, to the extent permitted by applicable law, in satisfaction of liabilities of the Company (other than liabilities to the Members on account of their Capital Contributions or on account of a Member's withdrawal from the Company) and in satisfaction of the expenses of the liquidation and winding up:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**13.5 Reliance upon Books, Reports, and Records.** Unless he/she has knowledge concerning the matter in question which makes his/her reliance unwarranted, each officer and Member shall, in the performance of duties hereunder, be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more employees of the Company whom the officer or Member believes to be reliable and competent in the matter in question; (b) legal counsel, accountants, or other Persons as to matters such officer or Member reasonably believes to be within such Person's professional or expert competence; or (c) a committee of Members of which he/she is not a constituent, if such officer or Member reasonably believes that the committee merits confidence.

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

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

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

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

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



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

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

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

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

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

13.16 **Representations and Warranties.** Each Member and, in the case of an organization, the Person(s) executing this agreement on behalf of the organization, hereby represent and warrant to the Company and each other that: (a) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state organization and that it ~~has full organizational power to execute and agree to this~~ Agreement and to perform its obligations hereunder; (b) the Member is acquiring this interest in the Company for the Member's own account as an investment without intent to distribute the interest;



(c) the Member acknowledges that the interest has not been registered under the Securities Act of 1933 or any other state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of exemptions from such requirements; and (d) the execution and delivery of this Agreement and consummation of the transactions contemplated hereby do not breach or result in a default under any contract or agreement by which the Member is bound.

#### **ARTICLE XIV CONFIDENTIAL INFORMATION**

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

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

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



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

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

DATED: \_\_\_\_\_

By: [Signature]  
Chad Ragsdale, Member & Mgr.  
Matanuska Cannabis Co., LLC.

DATED: \_\_\_\_\_

By: Dara Ragsdale  
Dara Ragsdale, Member

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[Signature] is Co

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[Signature]