Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

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

NAME(S)

Type	Name
Legal Name	Sideshow Food LLC

ENTITY DETAILS

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

REGISTERED AGENT

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

OFFICIALS

☐Show Former

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

FILED DOCUMENTS

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

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

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

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

Anchorage Mailing/Physical Address
550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567

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

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

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

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

Section 2 – Attached Items

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

Attached Items:	Entity Docs RECEIVED JUN 13 2017 ALCOHOL MARIJUANA CONTROL OFFICE STATE OF ALASKA

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

Alaska Business License # **1053699**

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

FIRE EATER

PO BOX 231573 ANCHORAGE AK 99524

owned by

SIDESHOW FOOD LLC

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is licensed by the department to conduct business for the period

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

31 - Manufacturing

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

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

Chris Hladick

Alaska Entity #10039945

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

Certificate of Organization

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

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

Sideshow Food LLC

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

Chris Hladick
Commissioner

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Department of Commerce, Community, and Economic Development

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Entity Physical Address: 6942 BRIAR LOOP, 6942 BRIAR LOOP, ANCHORAGE, AK 99518

Registered Agent

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

Officials

☐ Show Former

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9th Floor
Juneau, AK 99801-1770

Phone Numbers
Main Phone: (907) 465-2550

Anchorage Mailing/Physical Address
550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567

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

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OPERATING AGREEMENT of Sideshow Food, LLC

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

AMONGST

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

BACKGROUND

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the members within the limited liability company.

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

Formation

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

Name

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

Purpose

3. To provide/manufacture premium marijuana edibles.

Term

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

Place of Business

5. The Principal Office of the Company will be located at 36160 Spur Hwy, Soldotna, AK 99669 or such other place as the Members may from time to time designate.

6. The mailing address of the Principal Office of the Company will be PO Box 231573 Anchorage, AK 99523 or such other place as the Members may from time to time designate.

Membership Classes

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

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STATE OF ALASKA

OPERATING AGREEMENT of Sideshow Food, LLC

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

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

Member and Member Class

8. The following is a list of all initial Members and the membership class to which they belong:
Nicole Christensen, Managing Partner
Tammy Miller, Partner

Capital Contributions

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

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

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

Distribution of Profits/Losses

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

Member, Profit/Loss Percentage
Nicole Christensen 75.00%
Tammy Miller 25%

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

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

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

Voting

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

Nature of Interest

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

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OPERATING AGREEMENT of Sideshow Food, LLC

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

Withdrawal of Contribution

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

Liability for Contribution

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

Additional Contributions

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

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

Capital Accounts

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

Interest on Capital

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

Drawing Accounts

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

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STATE OF ALASKA

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

Compensation of Members for Services Rendered

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

Management

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

Authority to Bind Company

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

Duty of Loyalty

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

Duty to Devote Time

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

Member Meetings

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

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

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

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

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

Admission of New Members

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

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STATE OF ALASKA

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

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

Voluntary Withdrawal of a Member

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

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

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

Involuntary Withdrawal of a Member

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

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

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STATE OF ALASKA

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

Dissociation of a Member

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

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

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

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

Buyout Agreement

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

Assignment of Interest

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

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

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STATE OF ALASKA

OPERATING AGREEMENT of Sideshow Food, LLC

Valuation of Interest

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

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

Dissolution

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

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

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

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

Records

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

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

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

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STATE OF ALASKA

OPERATING AGREEMENT of Sideshow Food, LLC

Books of Account

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

Banking and Company Funds

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

Audit

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

Fiscal Year End

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

Tax Treatment

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

Tax Matters Partner

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

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

Annual Report

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

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

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STATE OF ALASKA

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

Goodwill

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

Governing Law

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

Mediation and Arbitration

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

Force Majeure

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

Forbidden Acts

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

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

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

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

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

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

Indemnification

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STATE OF ALASKA

OPERATING AGREEMENT of Sideshow Food, LLC

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

Liability

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

Liability Insurance

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

Life Insurance

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

Actions Requiring Unanimous Consent

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

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

Amendment of Operating Agreement

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

Title to Company Property

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

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STATE OF ALASKA

OPERATING AGREEMENT of Sideshow Food, LLC

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

Miscellaneous

83. Time is of the essence in this Agreement.

84. This Agreement may be executed in counterparts.

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

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

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

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

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

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

Additional Terms

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

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

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OPERATING AGREEMENT of Sideshow Food, LLC

Definitions

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

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

SIGNED, SEALED, AND DELIVERED in the presence of:

Witness: _____ (Sign) Nicole Christensen

Witness Name: Richard Beezley Nicole Christensen (Member)

SIGNED, SEALED, AND DELIVERED in the presence of:

Witness: _____ (Sign) _____

Witness Name: Richard Beezley Tammy Miller (Member)

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