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	Parallel 64 llc

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10033643
Status: Good Standing
AK Formed Date: 11/23/2015
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2019
Entity Mailing Address: 205 E DIMOND BLVD #464, ANCHORAGE, AK 99515
Entity Physical Address: 2128 NORTH POST ROAD, ANCHORAGE, AK 99504

REGISTERED AGENT

Agent Name: Anwar Amar-Rogers
Registered Mailing Address: 205 E DIMOND BLVD #464, ANCHORAGE, AK 99515
Registered Physical Address: 3212 WILEY POST LOOP, ANCHORAGE, AK 99517

OFFICIALS

☐Show Former

AK Entity #	Name	Titles	Owned
	Anwar Amar-Rogers	Member	19
	Dimitri Amar	Member	58
	STEHPEN RICHARD GARCIA	Member	5
	Travis Jones	Member	13

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
11/23/2015	Creation Filing	Click to View	Click to View
3/31/2016	Initial Report	Click to View	
4/04/2016	Entity Address Change	Click to View	
5/23/2016	Change of Officials	Click to View	
3/10/2017	Agent Change	Click to View	
4/18/2017	Biennial Report	Click to View	
6/09/2017	Change of Officials	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

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

Phone Numbers

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

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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:	Parallel 64 llc	**License Number:**	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	PARALLEL 64 LLC				
Physical Address:	2128 N Post Road				
City:	Anchorage	**State:**	AK	**Zip Code:**	99504
Designated Licensee:	Travis Jones				
Email Address:	travis@parallel64.net				

Section 2 – Attached Items

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

Attached Items:	Entity Documents

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

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Alaska Business License # **1028839**

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

PARALLEL 64 LLC

205 E DIMOND BLVD #464 ANCHORAGE AK 99517

owned by

PARALLEL 64 LLC

is licensed by the department to conduct business for the period

December 22, 2016 through December 31, 2018
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting
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.

Mike Navarre

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STATE OF ALASKA

THE STATE of ALASKA

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

COR

Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to *www.Corporations.Alaska.Gov* and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important: AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
— *AS 10.50.765*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— *AS 10.50.860-.870*

2. Fee: ☒ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)

Mail this form and the non-refundable $25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information: AS 10.50.765

Entity Name: PARALLEL 64, LLC

Alaska Entity Number: 10033643

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4. REMOVE from Record: AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: WARREN ANDREW ROWE Name:

Name: Name:

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials: AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
ANWAR AMAR-ROGERS	205 E. DIMOND BLVD. #464, ANCHORAGE, AK 99515	20	×	×
DIMITRI AMAR	205 E. DIMOND BLVD. #464, ANCHORAGE, AK 99515	58	×	×
TRAVIS MCCUMBER JONES	225 ADAM CIRCLE, PALMER, AK 99645	17	×	×
STEPHAN RICHARD GARCIA	7335 BEARFOOT CIRCLE #2, ANCHORAGE, AK 99502	5	×	

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature: AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: Date: 12-12-17

Printed Name: ANWAR AMAR-ROGERS

Title of Authorized Signer: ☒ Member ☒ Manager ☐ Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

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

Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

Entity Information	Enter your entity information as it appears on this filing.
Entity Name:	PARALLEL 64, LLC
AK Entity #:	10033643

Contact Person	Whom may we contact with any questions or problems with this filing?
Company:	PARALLEL 64, LLC
Contact:	ANWAR AMAR-ROGERS
Mailing Address:	Address: 205 E DIMOND BLVD. #464
	City: ANCHORAGE State: AK ZIP: 99515
Phone:	9072290088
Email:	ANWAR@PARALLEL64.NET

Document Return Address	Provide an address for the return of your filed documents.
☒ Return my filings to the address provided **ABOVE**	
☐ Return my filings to this address provided **BELOW**	
Company:	
Contact:	
Mailing Address:	Address:
	City: State: ZIP:

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LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

PARALLEL 64, L.L.C.

An Alaska Limited Liability Company
(Member Managed)

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective June 5, 2017, by and among: Anwar Amar-Rogers, Travis McCumber Jones, Dimitri Amar, Warren Andrew Rowe and Stephen Richard Garcia, collectively referred to in this agreement as the "Members". It supersedes and takes precedence over previous agreements between Anwar Amar-Rogers and Travis Jones dated May 18, 2016.

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective June 5, 2017, the Members form a limited liability company under the name PARALLEL 64, L.L.C. on the terms and conditions in this Operating Agreement and pursuant to the Limited Liability Company Act of the State of Alaska. The Members agree to file with the appropriate agency within the State of Alaska charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name PARALLEL 64, L.L.C.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Alaska.

1.4 *Office.* The Company will maintain its principal business office within the State of Alaska at the following address: 2128 N. Post Road, Anchorage, AK 99504.

1.5 *Registered Agent.* Anwar Amar-Rogers is the Company's initial registered agent in the State of Alaska, and the registered office is 205 East Dimond Blvd #438, Anchorage, AK 99515.

1.6 *Term.* The term of the Company commences on June 5, 2017 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members. In the event that additional members are added to the company, a new operating agreement shall be formed overriding any and all agreements on this Operating Agreement

1.9 *Control of company decisions. All decisions shall be made by vote of the members. A minimum of 51% ownership of the company represented by the members will have final decision on the vote.*

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital in the form of loans or subcontracted work in the amount as listed in Schedule 2 attached to this Agreement.

2.2 *Additional Contributions.* No Member shall be obligated or allowed to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members as expressed in section 1.9. Any contributions above the amounts specified in Schedule 2, shall be treated as

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loans and take precedence to reimburse the members over any and all other expenditures. These additional contributions shall also accrue interest at a rate of 18% per year compounded daily.

2.3 *No Interest on Capital Contributions.* Members are not entitled to interest or other compensation for or on account of their original capital contributions listed in Schedule 2 to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4. INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, 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 is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

SECTION 5. POWERS AND DUTIES OF MANAGERS

5.1 *Management of Company.*

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the

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Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members*. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members Interest in the company.

5.3 *Withdrawal by a Member*. A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6. SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses*. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary*. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 *Legal and Accounting Services*. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7. BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 *Method of Accounting*. The Company will use the method of accounting determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year*. The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts*. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Third Party Financial Management*. All funds, revenues, expenses, payroll and matters relating to the financial management of the company, may be contracted by a third party as agreed by the members.

SECTION 8. TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited*. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written approval by the members.

8.2 *Right of First Refusal*. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

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8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to

acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this

Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be determined unanimously by the Members annually, unless the Members unanimously decide to determine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than $1,000.00, the purchase price will be paid in cash; if the purchase price is $1,000.00 or more, the purchase price will be paid as follows:

(1) $1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

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8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9. DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10. GENERAL PROVISIONS

10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of the members.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Alaska (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the

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prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

SECTION 11. COMMUNICATIONS

11.1 All communications of all affairs related to Parallel 64, LLC, shall be presented to all members prior to any decision making and/or outside communications take place.

11.2 Under no circumstances shall any member bind, obligate or speak on behalf of Parallel 64, LLC unless majority ownership in the company agrees or authorized approval from the board members of Parallel 64, LLC.

11.3 Any violations of section 11 can result in the expulsion of the members by vote of the board.

SECTION 12. NON-COMPETE

12.1 Throughout the duration of this agreement the recipient shall not, in any manner, represent, provide services or engage in any aspects of business that would be deemed similar in nature to the business of PARALLEL 64, LLC.

12.2 The members warrant and guarantee that throughout the duration of this agreement and for a period not exceed 3 years following the culmination, completion or termination of this agreement, that he shall not directly or indirectly engage in any business that would be considered similar in nature to with Parallel 64, LLC, its subsidiaries, and any current or former clients and/or customers within the State of Alaska. Nor shall the member solicit any client, customer, officer, staff or employee for the benefit of himself or a third party that is or may be engaged in similar business.

SECTION 13. CONFIDENTIAL INFORMATION

13.1 By definition herein, "Confidential Information" shall mean any and all technical and non-technical information provided by PARALLEL 64, LLC, including but not limited to, any data, files, reports, accounts, or any proprietary information in any way related products, services, processes, database, plans, methods, research, development, programs, software, authorship, customer lists, vendor lists, suppliers, marketing or advertising plans, methods reports, analysis, financial or statistical information, and any other material related or pertaining to any business of PARALLEL 64, LLC, its subsidiaries, respective clients, consultants or vendors that may be disclosed to the member herein contained within the terms of this agreement.

13.2 The recipient shall not in any manner or form, at any time disclose, reveal, unveil, divulge or

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STATE OF ALASKA

release, either directly or indirectly, any aforementioned proprietary or confidential information for personal use or for the benefit of any third party and shall at all times endeavor to protect all Confidential Information belonging to the Company.

SECTION 14. INJUNCTIVE RELIEF

14.1 The recipient herein acknowledges the unique nature of the protections and provisions established and contained within this agreement, that the company shall suffer irreparable harm if the member should breach any of said protections or provision, and that monetary damages would be inadequate to compensate the Company for said breach. Therefore, should the member cause a breach of any of the provisions contained within this agreement, and then the company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

SECTION 15. SEVERABILITY

15.1 In the event any term, condition or provision of this agreement is deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this agreement is invalid or unenforceable, but that by limiting such term, condition or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

SECTION 16. GOVERNING LAW

16.1 This agreement is to be construed pursuant to the current laws of the State of Alaska. Jurisdiction and venue for any claim arising out of this agreement shall be made in the State of Alaska, in the Country of USA.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Travis McCumber Jones
Printed/Typed Name

Signature

Dimitri Amar
Printed/Typed Name

Signature

Stephan Garcia
Printed/Typed Name

Signature

Printed/Typed Name

Signature

Amar Amar Rogers

Signature

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Listing of Members – Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR PARALLEL 64, LLC
LISTING OF MEMBERS

As of the 5th day of June 5, 2017, the following is a list of Members of the Company:

NAME:	ADDRESS:
Anwar Amar-Rogers	205 E. DIMOND BLVD. #438 ANCH, AK 99515
Travis McCumber Jones	225. Adam Circle Palmer Ak, 99645
Dimitri Amar	7100 Rudwood Dr. Anchorage AK 99507
Stephen Richard Garcia	7335 Beaufort cir. #2 Anchorage, AK 99502
Warren Andrew Rowe	7301 Ticonderoga PL Anchorage AK 99502

Authorized by Member(s) to provide Member Listing as of this 5th day of June, 2017.

Travis McCumber Jones Printed/Typed Name	Signature
ANWAR AMAR-ROGERS Printed/Typed Name	Signature
Stephen Richard Garcia Printed/Typed Name	Signature
Dimitri Amar Printed/Typed Name	Signature
Warren A Rowe Printed/Typed Name	Signature

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Listing of Capital Contributions – Schedule 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR PARALLEL 64, L.L.C.
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, The company is unanimously valued by the members at the amount of $900,000.00. The description and each individual portion of his contribution as of June 5, 2017:

NAME:	CONTRIBUTION:	% OWNERSHIP:
Stephen Richard Garcia	$35,000.00	5 %
Travis McCumber Jones	$0.00	13 %
Dimitri Amar	$300,000.00	58 %
Anwar Amar-Rogers	$100,000.00	19 %
Warren Andrew Rowe	$30,000.00	5 %

SIGNED AND AGREED this 5th day of June, 2017.

Travis Jones
Printed/Typed Name — Signature

ANWAR AMAR-ROGERS
Printed/Typed Name — Signature

Stephen Richard Garcia
Printed/Typed Name — Signature

Printed/Typed Name — Signature

Dimitri Amar
Printed/Typed Name — Signature

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Listing of Valuation of Members Interest – Schedule 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR PARALLEL 64 L.L.C.
VALUATION OF MEMBERS INTEREST

Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME:	VALUATION
ANWAR AMAR-ROGERS	$180,000.00
TRAVIS MCCUMBER JONES	$120,000.00
STEPHEN RICHARD GARCIA	$35,000.00
DIMITRI AMAR	$534,000.00
Warren Andrew Rowe	$30,000.00
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____

SIGNED AND AGREED this 5th day of June, 2017.

Travis Mccumber Jones
Printed/Typed Name

Signature

ANWAR AMAR-ROGERS
Printed/Typed Name

Signature

Stephen Richard Garcia
Printed/Typed Name

Signature

Dimitri Amar
Printed/Typed Name

Signature

Warren A. Rowe
Printed/Typed Name

Signature

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REEVES AMODIO LLC
ATTORNEYS AT LAW

Direct Phone
(907) 222-7104

Facsimile
(907) 222-7199

E-Mail
tom@reevesamodio.com

December 7, 2017

VIA EMAIL (warrenrowe@gmail.com) AND U.S. MAIL

Warren Rowe
7301 Ticonderoga Place
Anchorage, Alaska 99502

Re: Transfer and Termination of Interest in Parallel 64, LLC

Dear Mr. Rowe:

I am writing on behalf of Parallel 64, LLC (the "Company") merely to confirm that you and the Company have previously agreed to the transfer and termination of your interest in the Company, and the termination of your affiliation with it. As you know, on October 16, 2017, you offered to sell to the Company all of your interest in the Company (approximately 5%) for $30,000.00. The Company accepted your offer, and your interest in the Company has thus been terminated. Enclosed is a check for the agreed amount, $30,000.00, as payment in full for your interest in the Company.

In addition, I have enclosed an Assignment of LLC Interest, and ask that you sign it and return the signed original to me at your earliest convenience. The Assignment is solely to document the transfer of your interest in accordance with the agreement reached by you and the Company. It is generally good business practice for the Company to maintain such written documentation relating to its members and former members.

The Company wishes you the best of luck in your future endeavors. Please contact me if you have any questions regarding this matter.

Sincerely,
REEVES AMODIO LLC

Thomas P. Amodio

500 L
STREET
Suite 300
ANCHORAGE
Alaska
99501

Telephone
(907) 222-7100
Facsimile
(907) 222-7199
Website
www.reevesamodio.com

Enclosures
Cc: Client

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ASSIGNMENT OF LIMITED LIABILITY INTEREST

Warren Rowe ("Rowe") hereby assigns and transfers for good and valuable consideration, the receipt of which is hereby acknowledged, all of his membership interest in Parallel 64, LLC (the "Company") to the Company effective as of December 1, 2017.

This Assignment is made pursuant to an agreement reached between Rowe and the Company in accordance with Rowe's offer as provided in an October 16, 2017 letter from Rowe to the Company.

Date: _____

_____
Warren Rowe

ACCEPTANCE

Parallel 64, LLC hereby accepts the membership interest of Warren Rowe in the Company effective December 1, 2017.

Date: 12-7-17

_____
Parallel 64, LLC
By Anwar Amar-Rogers
Its Managing Member