



## MEMORANDUM

TO: Marijuana Control Board                      DATE: October 16, 2018

FROM: Erika McConnell, Director              RE: Fat Tops, LLC, #11138,  
Standard Cultivation Facility

Fat Tops, LLC, #11140  
Retail Store

In mid-June, AMCO was notified of an eviction hearing scheduled for June 22, where the landlord, IBWT Investments, LLC, was attempting to evict Fat Tops, LLC (both the retail and cultivation facilities). Because there was a dispute about the ownership of the property, Fat Tops was not evicted on June 22.

On July 3, AMCO received an objection by IBWT Investments to the renewal of both licenses held by Fat Tops, LLC. In the objection, the landlord stated that the lease, expiring on September 22, would not be renewed. The landlord asserts that the licensee is delinquent in payment of rent and has stopped paying rent. As of September 23, Fat Tops does not have a current lease for the property.

On July 23, AMCO received a waste disposal notification for 197 pounds of waste. In that notification, Fat Tops indicated that they were closing their businesses. However, the businesses have not closed.

On September 20, AMCO received another objection from IBWT Investments to the renewal of both licenses.

The eviction proceedings begun in June have been reopened, with motions filed as recently as four days before the writing of this memo.

Information provided during court proceedings and summarized in a report by Investigator Rukes indicates an undisclosed financial interest in this license. AMCO Enforcement staff have initiated an investigation into the situation.

The licensee currently has temporary licenses for both establishments. I recommend that the board allow the licensee to continue operating on the temporary licenses and table consideration of the renewal of both licenses to the December meeting, in order to let both the court proceedings and the AMCO investigation continue.

Attached: July 3 Objection  
September 20 Objection  
Report of Investigator Rukes  
Court Documents Relating to IBWT Investments LLC V Fat Tops LLC  
NOV for License #11140

IBWT INVESTMENTS, LLC  
35555 KENAI SPUR HIGHWAY PMB 437  
SOLDOTNA, AK 99669

---

July 3, 2018

State of Alaska, Department of Commerce  
Alcohol & Marijuana Control Office  
550 W. 7<sup>th</sup> Ave., Suite 1600  
Anchorage, AK 99501

**VIA CERTIFIED U.S. MAIL**

**RE: Objection to Renewal of Licenses - Fat Tops LLC**  
**Business License No. 1042820**  
**Standard Marijuana Cultivation Facility License No. 11138**  
**Retail Marijuana Store License No. 11140,**

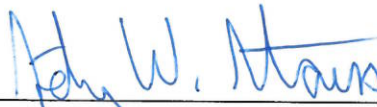
Dear Marijuana Control Board:

IBWT Investments, LLC ("IBWT") objects to the renewal of license #11138 and 11140 held by Fat Tops LLC ("Fat Tops"). IBWT is the owner and Lessor of the land and building located at 36380 Murray Lane, Soldotna, AK 99669, which is the "premises" listed on the two Fat Tops marijuana licenses. IBWT leased the land and building to Fat Tops for a term ending 9/22/18, as shown in the enclosed Alaska Commercial Lease Agreement ("Lease"). This Lease was also filed with Fat Tops' original marijuana license applications as proof that the applicant had the right to possess the premises, under 3 AAC 306.020(b)(9).

Fat Tops is delinquent in payment of rent, has stopped paying rent altogether, and default has been declared. Aside from default, the Lessee's possession of the land and building under the Lease terminates 9/22/18. Under these circumstances, the Lease will not be renewed, so as of 9/23/18, Fat Tops will no longer have the right to possess the leased/licensed premises for the period of renewal, as required by 3 AAC 306.020(b)(9) and 306.035(b)(2).

IBWT's objection is brought under 3 AAC 306.065 and 306.035(b)(2) and (3).

Very truly yours,



---

SIDNEY W. STRAUSS, Manager  
IBWT Investments, LLC

cc: David Parker, Fat Tops LLC, PO Box 1462, Sterling, AK 99672



# Alaska Commercial Lease Agreement

In consideration of the Landlord's leasing of the premises to the Tenant, the Tenant's leasing from the Landlord the premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

**I. The Parties** – Lease agreement is between Lessor under the individual/entity (hereinafter known as the "Landlord") known as IBWT Investments, LLC and the Lessee under the individual/entity (hereinafter referred to as the "Tenant") known as Fat Tops, LLC.

**II. Premises** – The space/property being leased shall be described as:

36380 Murry Lane, Soldotna, AK 99669

(Hereinafter referred to as the "Premises").

III. Space Rented - The space described equals: 7,020 Square Feet (SF)

**IV. Term** - The term of the lease shall be 2 years beginning on the 22 day of September, 2016 and ending on the 22 day of September, 2018.

**V. Rent** – Rent shall be paid on the 1st of every month in the amount of Fourteen Thousand Dollars (\$ 14,000 .00) which equates to \$                      Per Square Foot (\$/SF).

### Check One

- ☐ - Rent shall increase \_\_\_\_\_ percent (\_\_\_\_%) on an annual basis.
- ☐ - Rent shall increase \_\_\_\_\_
- ☒ - Rent shall remain fixed for the lease term.

**VI. Common Areas** – The Tenant, along with any of their employees, may use the following common area(s) along with other inhabitants:

- ☐ \_\_\_\_ Parking Space(s)    ☒ All Parking Space(s)  
☒ Restroom(s)  
☒ Storage Area(s)  
☒ Entrance(s) (Incl. Stairs & Elevators)  
☐ Conference/Meeting Room(s)  
☒ Trash Area(s)  
☐ Kitchen(s)  
☐ Other \_\_\_\_





## VII. Renewals

### Check One

☒ - Tenant shall have the option to renew the lease for \_\_\_\_\_ year(s) under the following conditions:

To be determined at time of renewal \_\_\_\_\_.

☐ - Tenant does not have the right to renew the lease.

**VIII. Security Deposit** - The Tenant is required pay Seven Thousand Dollars (\$ 7,000.00 ) as a Security Deposit. If the Tenant follows the terms and conditions of this agreement in good faith and without damaging the Premises, the Security Deposit will be returned within ten (10) business days. Otherwise, any repairs needed for the Premises will be deducted from the Security Deposit.

## IX. Condition Upon Move-In

### Check One

☐ - The Tenant agrees to take tenancy of the property on an "as is" basis, willing to make all fit-ups (if needed) on the Premises at the expense of the Tenant.

☒ - The Landlord accepts building the fit-ups for the Tenant that includes improvements to be made ☐ as an addendum ☒ described below:

All building improvements needed by tenant to enable the tenant to conduct business as a \_\_\_\_\_

Standard Marijuana Cultivation and Retail Sales Facility.

All fixtures shall ☒ remain ☐ not remain on the premises at the end of the lease term.

**X. Improvements During Lease Term** - The Tenant, with written approval of the Landlord that may not be unreasonably withheld, shall be able to make any type of improvement to the Premises.

**XI. Use** - The Tenant will occupy the Premises for the following use:

Standard Marijuana Cultivation and Retail Sales of Marijuana and Marijuana Products.





Note the Americans with Disabilities Act (ADA): All businesses that are open to the public or employ 15 or more people require that the premises be accessible by persons with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of:

(Check one)

☐ - Tenant

☒ - Landlord

☐ - Cost to be split equally between Landlord and Tenant.

## **XII. Utilities and Other Expenses**

### Check Who Pays

☐ Landlord ☐ Tenant - **Air Conditioning (AC)**

☐ Landlord ☐ Tenant - **Cable**

☐ Landlord ☒ Tenant - **Electricity**

☐ Landlord ☐ Tenant - **Gas**

☐ Landlord ☐ Tenant - **Heat**

☐ Landlord ☐ Tenant - **Internet**

☐ Landlord ☐ Tenant - **Oil**

☐ Landlord ☐ Tenant - **Sewer**

☐ Landlord ☐ Tenant - **Water**

☐ Landlord ☐ Tenant - **Other:** \_\_\_\_\_

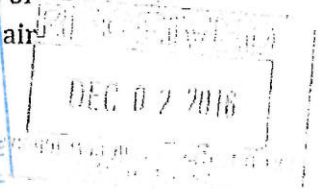
☐ Landlord ☐ Tenant - **Other:** \_\_\_\_\_

☐ Landlord ☐ Tenant - **Other:** \_\_\_\_\_

**XIII. Landlord's Representations** – At the time of lease signing, the Premises shall be properly zoned for the Tenant's stated use as stated in Section XI and will be in compliance with all applicable state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the property.

## **XIV. Landlord's Responsibility**

- Landlord shall maintain and make any and all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air conditioning systems.



- Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.

#### **XV. Tenant's Responsibility**

- Tenant shall keep the Premises clean and well maintained at all times, so that the Premises shall be in marketable condition.

#### **XVI. Insurance**

Landlord agrees to carry fire and hazard related coverage insurance for the Premises. Tenant agrees to carry public liability insurance that includes the Landlord as an insured party for personal injury.

The coverage the Tenant shall provide will be in the amount(s) of:

##### Check All That Apply

- ☐ - \$\_\_\_\_\_ per occurrence  
☐ - \$\_\_\_\_\_ per year

This agreement automatically releases the Landlord and Tenant from each other in reference to liability for property, loss, damage, personal injury, or anything else covered by the insurance plan.

#### **XVII. Taxes**

##### Check Who Pays

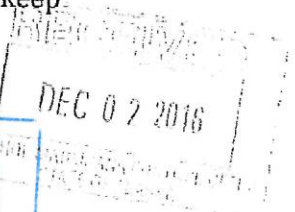
- ☐ Landlord ☒ \*Tenant - **Real Property Taxes**  
☐ Landlord ☐ Tenant - **Personal Property Taxes**

\*For Properties With Multiple Tenants - If the Tenant pays for the real property taxes it should be noted that the calculation should be equal to that Tenant's portion of the property/total square feet.

**XVIII. Subletting** – The Tenant ☒ does ☐ does not have the right to sublet the Premises. Any new Tenant under a sublease must meet the approval of the Landlord and such approval shall not be unreasonably withheld.

**XIX. Damage to the Premises** – The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days.

- If the Tenant is not able to be open for the ninety (90) day period due to damage to the Premises, there will be no rent paid during said period.





**XX. Default** – If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, then the Landlord has the right to take legal action.

**XXI. Notice of Quiet Enjoyment** – During the term of the lease agreement, the Tenant has the right of quiet enjoyment of the Premises.

**XXII. Eminent Domain** – The lease automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have to right to claim:

- Value of the Lease Agreement
- Loss of Business Revenue
- Moving and Relocation Expenses

**XXIII. Holding Over** – If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month-to-month, or "Tenancy at Will," basis unless the Landlord gives notice for the Tenant to vacate.

**XXIV. Disagreements During the Lease Period** – If a disagreement arises during the lease period, the following actions shall take place:

Check All That Apply

☐ – Litigation - If a dispute arises from either the Landlord or Tenant; the parties have the right to take the matter to the court under the Premises' jurisdiction.

☐ - Mediation with Possible Litigation – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to court.

☐ - Mediation with Possible Arbitration – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to the arbitrator.
- The arbitrator selected will be a third (3<sup>rd</sup>) party to be mutually agreed upon. The arbitrator shall decide all costs directed towards hiring the arbitrator.





The Landlord shall not have to attend the mediation or arbitration process unless Tenant is current with the rental payments, either submitting to the Landlord directly or depositing the funds in an escrow account.

**XXV. Additional Agreements** – Landlord and Tenant additionally agree to the following:

N/A

**XXVI. Entire Lease Agreement** – This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.

**XXVII. Successors and Assignees** – All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement.

**XXVIII. Notices** – All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:

**Landlord**

IBWT Investments, LLC

PO Box 772

Sterling, AK 99672

**Tenant**

Fat Tops, LLC

PO Box 1462

Sterling, AK 99672

**XXIX. Governing Law** – This lease agreement will be governed by and construed in accordance with the laws in the State of Alaska.

**XXX. Counterparts and Modifications**

- The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original.
- Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

**XXXI. Waiver** - If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.



**XXXII. Early Termination** - The tenant ☐ \*has ☐ does not have the option to terminate the lease.

\*The landlord shall allow the tenant to quit or terminate the lease via a penalty of N/A dollars (\$                    ). In addition, the tenant must provide written notice to the address stated in Section XXVIII within least                      ☐ days ☐ months of the intended end date.

**XXXIII. Severability** - If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

### Signatures

**Landlord**

[Signature] / Member

Name: IBWT Investments, LLC

Date:                     

**Tenant**

[Signature] Member

Name: Fat Tops, LLC

Date: 11/30/16

☐ - Broker(s)

Name:                     

Date:                     

Name:                     

Date:                     

☒ - Personal Guaranty - Upon my authorization of this agreement, I personally guarantee the performance of all financial obligations under this lease.

[Signature]  
Name: David Parker

Date: 11/30/16



## Notary Acknowledgment

State of: Alaska

County of: Kenai Peninsula

On 11/29/16, before me, Patricia Hime  
(notary)

Personally appeared,

**Landlord**

Sydney Straus

Name: SYDNEY STRAUS

Date: 11/29/16

**Tenant**

David R. Parker

Name: David R. Parker

Date: 11/29/16

☐ Personally known to me

OR

☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

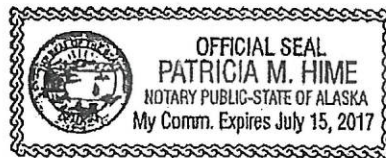
Witness my hand and official seal

Patricia Hime

Notary Signature

Patricia Hime

Print Name



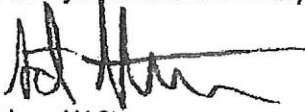


ADDENDUM TO COMMERCIAL LEASE AGREEMENT

February 22, 2017

Section XX: Default.

I Sidney Strauss, the owner/landlord of the proposed premises for Fat Tops Cultivation facility and Fat Tops Retail Store, upon default of lease agreement will not remove or take possession of marijuana and will notify AMCO Enforcement immediately.



Sidney W Strauss



**From:** Kristine Schmidt  
**To:** [Marijuana Licensing \(CED sponsored\)](#)  
**Subject:** Attention Jim Hoelscher/Fat Tops LLC  
**Date:** Friday, September 21, 2018 1:52:45 PM  
**Attachments:** [180920s.AMCO.pdf](#)  
[180920s.AMCO-Deed.pdf](#)  
[180920s.AMCO-Leasev2.pdf](#)  
[180920s.AMCO-DCED.Oship.pdf](#)  
[180920s.AMCO-KPB.Oship\\_Legal.pdf](#)

---

Re: Fat Tops LLC, License ##s 11138 and 11140

IBWT Investments LLC, landlord, objects to the marijuana licenses renewals for Fat Tops LLC, tenant, for the following reasons:

1. Failure to pay rent.
2. Lease of licensed premises expires 9/22/18. Landlord will not renew lease and does not give permission to Fat Tops to remain on the premises after 9/22/18.

The attached letter, mailed to AMCO yesterday 9/20/18, contains more details.

The attachments are proof of the facts stated in the letter.

IBWT and its sole manager, Sid Strauss, are ready to assist AMCO in shutting down Fat Tops marijuana operations at IBWT's property.

Mr. Strauss' cell phone number is 907-315-9665  
My cell number is 907-252-2977.

The lease expires before midnight Saturday; we are aware that AMCO and its employees will not be in the office on the weekend; but expect some AMCO enforcement action by at least Monday 9/24/18.

The business appears to still be open.

Please confirm that you received this email and attachments. Thank you.

Kristine A. Schmidt

Kristine Schmidt, Attorney at Law  
Molloy Schmidt LLC, Attorneys for IBWT Investments LLC, landlord  
110 S. Willow St., Ste. 101  
Kenai, Alaska 99611  
(907) 283-7373 • 907-283-2835 fax  
[kristine@molloysschmidt.com](mailto:kristine@molloysschmidt.com)

IBWT INVESTMENTS, LLC  
35555 KENAI SPUR HIGHWAY PMB 437  
SOLDOTNA, AK 99669

---

September 20, 2018

State of Alaska, Department of Commerce  
Alcohol & Marijuana Control Office  
550 W. 7<sup>th</sup> Ave., Suite 1600  
Anchorage, AK 99501

**VIA CERTIFIED U.S. MAIL**

**RE:   Objection to Renewal of Licenses - Fat Tops LLC  
      Objection to Continuation of Business At Premises  
      Business License No. 1042820  
      Standard Marijuana Cultivation Facility License No. 11138  
      Retail Marijuana Store License No. 11140**

Dear Marijuana Control Board:

IBWT is the owner and Lessor of the land and building located at 36380 Murray Lane, Soldotna, AK 99669, which is the "premises" listed on the two Fat Tops marijuana licenses listed above. IBWT continues to protest Fat Tops' marijuana license renewal; and, in addition, objects to and protests the AMCO allowing Fat Tops to operate under the two marijuana licenses on the premises. IBWT requests that AMCO take enforcement action to shut down Fat Tops' marijuana operations on the premises.

IBWT Investments, LLC ("IBWT"), continues to object to the renewal of license #11138 and 11140 held by Fat Tops LLC ("Fat Tops"), because rent has not been paid. In addition, Fat Tops lease ends 9/22/18, as shown in the enclosed Alaska Commercial Lease Agreement ("Lease"), which was also filed with Fat Tops' original marijuana license applications as proof that the applicant had the right to possess the premises, under 3 AAC 306.020(b)(9).

Fat Tops is delinquent in payment of rent, has stopped paying rent altogether, default has been declared, and IBWT is in the process of obtaining a court order to evict Fat Tops peaceably from the leased property. Nevertheless, Fat Tops' right to possession of the premises under the Lease terminates 9/22/18, and the Lease will not be renewed under any circumstances. IBWT will not give Fat Tops permission of any kind to be on the leased property after 9/22/18.

IBWT objects to the AMCO allowing the Lessee to operate marijuana licenses at the 36380 Murray Lane premises after 9/22/18; and expects the AMCO to shut down the operations promptly after the lease terminates on 9/22/18. IBWT will work with AMCO to ensure an orderly evacuation from the premises. Please contact me at 907-315-9665 (cell).

Also, IBWT is the only legal owner of the premises (see deed enclosed). I am the Manager -- the only Manager -- of IBWT, and I am the only person authorized to act on behalf of IBWT (see State of Alaska print out enclosed). If anyone claims they can act for IBWT, or if you see any document with IBWT's name on it that I didn't sign, it is a fraud.

Received by AMCO 9.21.18



Very truly yours,



---

SIDNEY W. STRAUSS, Manager  
IBWT Investments, LLC

cc: David Parker, Fat Tops LLC, PO Box 1462, Sterling, AK 99672

# ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	IBWT INVESTMENTS, LLC.

**Entity Type:** Limited Liability Company

**Entity #:** 10040757

**Status:** Good Standing

**AK Formed Date:** 8/18/2016

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2020

**Entity Mailing Address:** 35555 SPUR HWY PMB 437, SOLDOTNA , AK 99669

**Entity Physical Address:** 36931 GOLDIE CIRCLE, KENAI, AK 99611

## Registered Agent

**Agent Name:** Sidney Strauss

**Registered Mailing Address:** 35555 SPUR HWY PMB 437, SOLDOTNA, AK 99669

**Registered Physical Address:** 36931 GOLDIE CIR, KENAI, AK 99611

## Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Sidney Strauss	Member, Manager	100

## Filed Documents

Date Filed	Type	Filing	Certificate
8/18/2016	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
8/18/2016	Initial Report	<a href="#">Click to View</a>	
10/19/2016	Change of Officials	<a href="#">Click to View</a>	
11/06/2017	Change of Officials	<a href="#">Click to View</a>	
11/29/2017	Agent Change	<a href="#">Click to View</a>	
11/29/2017	Biennial Report	<a href="#">Click to View</a>	
6/08/2018	Change of Officials	<a href="#">Click to View</a>	
6/20/2018	Change of Officials	<a href="#">Click to View</a>	

Close Details

 Print Friendly Version

15646**STATUTORY WARRANTY DEED**

THIS INDENTURE, made this 6 day of Sept, 2016, by and between MARC V. ZIMMERMAN, Trustee of the LINDA A. ZIMMERMAN DECEDENT'S TRUST, as to a one-half (1/2) interest and MARC V. ZIMMERMAN, Trustee of the MARC V. ZIMMERMAN SURVIVOR'S TRUST, as amended, as to a one-half (1/2) interest, whose address is 63225 Mere Circle, Soldotna, AK 99669, Grantor, and IBWT INVESTMENTS, LLC, whose address is PO Box 1462, Sterling, AK 99672, Grantee, WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to Grantee, and to Grantee's successors and assigns, the following described real property located near Kenai, Alaska, to wit:

Lot Two A (2A), Block One (1), LONGMERE ESTATES  
ZIMCO REPLAT, according to Plat No. 98-38, in the Kenai  
Recording District, Third Judicial District, State of Alaska;

SUBJECT TO all reservations, restrictions, encumbrances and  
easements of record or ascertainable by physical inspection, if  
any;

TOGETHER WITH all and singular the tenements,  
hereditaments and appurtenances thereunto belonging or in  
anywise appertaining.

TO HAVE AND TO HOLD the same with the appurtenances, unto the said Grantee,  
and to Grantee's successors and assigns, FOREVER.

DATED this 6 day of Sept, 2016.



LINDA A. ZIMMERMAN DECEDENT'S  
TRUST

Marc V. Zimmerman  
MARC V. ZIMMERMAN, Trustee

MARC V. ZIMMERMAN SURVIVOR'S TRUST, as amended

Marc V. Zimmerman  
MARC V. ZIMMERMAN, Trustee

STATE OF ALASKA )

THIRD JUDICIAL DISTRICT )

)ss.

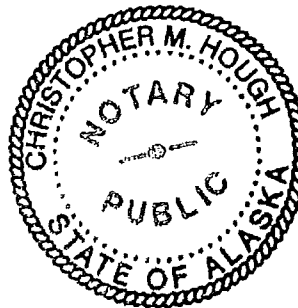
On this 6 day of Sept, 2016, before me, the undersigned Notary Public in and for said State, personally appeared MARC V. ZIMMERMAN, known to me to be the Trustee of the trust that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the trust therein named, and acknowledged to me that such trust executed the same pursuant to its authority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written

[Signature]  
Notary Public for Alaska

My Commission Expires: 12-12-19

X15646  
Return to:  
Grantee



C. MICHAEL HOUGH - Attorney At Law - 3733 Ben Wallers Lane - Ste. 2 - Homer - Alaska - 99603 - Tel: (907) 235-8184 - Fax: (907) 235-24203

STATUTORY WARRANTY DEED

Page 2 of 2



2 of 2



Kenai Peninsula Borough, Alaska

Assessing Department

- Go Back
- Property Search
- Print Report
- Property Taxes

General Info		
<b>Property Owner:</b> IBWT INVESTMENTS LLC 35555 KENAI SPUR HWY SOLDOTNA AK 99669-7625 <div>Change of Address</div> <div>Owner(s)</div>	<b>Property ID</b>	06310406
	<b>Address</b>	36380 MURRAY LN
	<b>Transfer Date</b>	9/20/2016
	<b>Document / Book Page</b>	20160083030
	<b>Acreage</b>	2.1200
	<b>Tax Authority Group</b>	58 - CENTRAL EMERGENCY SERVICES


Legal Description	
Description	
T 5N R 9W SEC 19 Seward Meridian KN 0980038 LONGMERE ESTATES ZIMCO REPLAT LO T 2A BLK 1	

Value History									
Year	2018	2017	2016	2015	2014	2013	2012	2011	2010
Reason	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification
Land Assd	\$66,000	\$66,000	\$68,600	\$68,400	\$68,400	\$67,600	\$67,600	\$67,600	\$67,600
Imp Assd	\$631,500	\$366,100	\$378,000	\$374,600	\$375,600	\$362,800	\$329,400	\$332,500	\$347,500
Total Assd	\$697,500	\$432,100	\$446,600	\$443,000	\$444,000	\$430,400	\$397,000	\$400,100	\$414,600

Extension Details

C01

063-104-06  
11/2/2016 SR  
C01



AttributesFloor AreasExterior Features

Story	Use	Attribute	Code	Detail
		Class	6	Concrete
		Roofing Cover	4	Shingle
		Stories	1	
1	GENRET	Exterior Wall	72	Stud Walls-Wood Siding
1	GENRET	Exterior Wall	180	Stud -Textured Plywood
1	GENRET	Wall Height	18	Feet

# Alaska Commercial Lease Agreement

In consideration of the Landlord's leasing of the premises to the Tenant, the Tenant's leasing from the Landlord the premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

**I. The Parties** – Lease agreement is between Lessor under the individual/entity (hereinafter known as the "Landlord") known as IBWT Investments, LLC and the Lessee under the individual/entity (hereinafter referred to as the "Tenant") known as Fat Tops, LLC.

**II. Premises** – The space/property being leased shall be described as:

36380 Murry Lane, Soldotna, AK 99669

(Hereinafter referred to as the "Premises").

**III. Space Rented** - The space described equals: 7,020 Square Feet (SF)

**IV. Term** – The term of the lease shall be 2 years beginning on the 22 day of September, 2016 and ending on the 22 day of September, 2018.

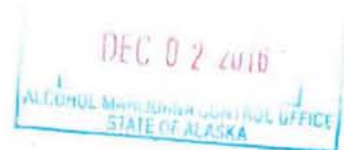
**V. Rent** – Rent shall be paid on the 1st of every month in the amount of Fourteen Thousand Dollars (\$ 1,4000 .00) which equates to \$                      Per Square Foot (\$/SF).

## Check One

- ☐ - Rent shall increase \_\_\_\_\_ percent (\_\_\_\_%) on an annual basis.
- ☐ - Rent shall increase \_\_\_\_\_
- ☒ - Rent shall remain fixed for the lease term.

**VI. Common Areas** – The Tenant, along with any of their employees, may use the following common area(s) along with other inhabitants:

- ☐ \_\_\_\_ Parking Space(s)   ☒ All Parking Space(s)  
☒ Restroom(s)  
☒ Storage Area(s)  
☒ Entrance(s) (Incl. Stairs & Elevators)  
☐ Conference/Meeting Room(s)  
☒ Trash Area(s)  
☐ Kitchen(s)  
☐ Other \_\_\_\_\_



## VII. Renewals

### Check One

☒ - Tenant shall have the option to renew the lease for \_\_\_\_\_ year(s) under the following conditions:

To be determined at time of renewal \_\_\_\_\_.

☐ - Tenant does not have the right to renew the lease.

**VIII. Security Deposit** - The Tenant is required pay Seven Thousand Dollars (\$ 7,000.00) as a Security Deposit. If the Tenant follows the terms and conditions of this agreement in good faith and without damaging the Premises, the Security Deposit will be returned within ten (10) business days. Otherwise, any repairs needed for the Premises will be deducted from the Security Deposit.

## IX. Condition Upon Move-In

### Check One

☐ - The Tenant agrees to take tenancy of the property on an "as is" basis, willing to make all fit-ups (if needed) on the Premises at the expense of the Tenant.

☒ - The Landlord accepts building the fit-ups for the Tenant that includes improvements to be made ☐ as an addendum ☒ described below:

All building improvements needed by tenant to enable the tenant to conduct business as a

Standard Marijuana Cultivation and Retail Sales Facility.

All fixtures shall ☒ remain ☐ not remain on the premises at the end of the lease term.

**X. Improvements During Lease Term** - The Tenant, with written approval of the Landlord that may not be unreasonably withheld, shall be able to make any type of improvement to the Premises.

**XI. Use** - The Tenant will occupy the Premises for the following use:

Standard Marijuana Cultivation and Retail Sales of Marijuana and Marijuana Products.



Received by AMCO 9.21.18



Note the Americans with Disabilities Act (ADA): All businesses that are open to the public or employ 15 or more people require that the premises be accessible by persons with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of:

(Check one)

☐ - Tenant

☒ - Landlord

☐ - Cost to be split equally between Landlord and Tenant.

## **XII. Utilities and Other Expenses**

### Check Who Pays

☐ Landlord ☐ Tenant - **Air Conditioning (AC)**

☐ Landlord ☐ Tenant - **Cable**

☐ Landlord ☒ Tenant - **Electricity**

☐ Landlord ☐ Tenant - **Gas**

☐ Landlord ☐ Tenant - **Heat**

☐ Landlord ☐ Tenant - **Internet**

☐ Landlord ☐ Tenant - **Oil**

☐ Landlord ☐ Tenant - **Sewer**

☐ Landlord ☐ Tenant - **Water**

☐ Landlord ☐ Tenant - **Other:** \_\_\_\_\_

☐ Landlord ☐ Tenant - **Other:** \_\_\_\_\_

☐ Landlord ☐ Tenant - **Other:** \_\_\_\_\_

**XIII. Landlord's Representations** – At the time of lease signing, the Premises shall be properly zoned for the Tenant's stated use as stated in Section XI and will be in compliance with all applicable state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the property.

## **XIV. Landlord's Responsibility**

- Landlord shall maintain and make any and all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.



Received by AMCO 9.21.18

- Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.

#### **XV. Tenant's Responsibility**

- Tenant shall keep the Premises clean and well maintained at all times, so that the Premises shall be in marketable condition.

#### **XVI. Insurance**

Landlord agrees to carry fire and hazard related coverage insurance for the Premises. Tenant agrees to carry public liability insurance that includes the Landlord as an insured party for personal injury.

The coverage the Tenant shall provide will be in the amount(s) of:

##### Check All That Apply

☐ - \$\_\_\_\_\_ per occurrence

☐ - \$\_\_\_\_\_ per year

This agreement automatically releases the Landlord and Tenant from each other in reference to liability for property, loss, damage, personal injury, or anything else covered by the insurance plan.

#### **XVII. Taxes**

##### Check Who Pays

☐ Landlord ☒ \*Tenant - **Real Property Taxes**

☐ Landlord ☐ Tenant - **Personal Property Taxes**

\*For Properties With Multiple Tenants - If the Tenant pays for the real property taxes it should be noted that the calculation should be equal to that Tenant's portion of the property/total square feet.

**XVIII. Subletting** – The Tenant ☒ does ☐ does not have the right to sublet the Premises. Any new Tenant under a sublease must meet the approval of the Landlord and such approval shall not be unreasonably withheld.

**XIX. Damage to the Premises** – The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days.

- If the Tenant is not able to be open for the ninety (90) day period due to damage to the Premises, there will be no rent paid during said period.





**XX. Default** – If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, then the Landlord has the right to take legal action.

**XXI. Notice of Quiet Enjoyment** – During the term of the lease agreement, the Tenant has the right of quiet enjoyment of the Premises.

**XXII. Eminent Domain** – The lease automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have to right to claim:

- Value of the Lease Agreement
- Loss of Business Revenue
- Moving and Relocation Expenses

**XXIII. Holding Over** – If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month-to-month, or "Tenancy at Will," basis unless the Landlord gives notice for the Tenant to vacate.

**XXIV. Disagreements During the Lease Period** – If a disagreement arises during the lease period, the following actions shall take place:

Check All That Apply

☐ – Litigation - If a dispute arises from either the Landlord or Tenant; the parties have the right to take the matter to the court under the Premises' jurisdiction.

☐ - Mediation with Possible Litigation – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to court.

☐ - Mediation with Possible Arbitration – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to the arbitrator.
- The arbitrator selected will be a third (3<sup>rd</sup>) party to be mutually agreed upon. The arbitrator shall decide all costs directed towards hiring the arbitrator.



The Landlord shall not have to attend the mediation or arbitration process unless Tenant is current with the rental payments, either submitting to the Landlord directly or depositing the funds in an escrow account.

**XXV. Additional Agreements** – Landlord and Tenant additionally agree to the following:

N/A

**XXVI. Entire Lease Agreement** – This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.

**XXVII. Successors and Assignees** – All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement.

**XXVIII. Notices** – All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:

**Landlord**

IBWT Investments, LLC

PO Box 772

Sterling, AK 99672

**Tenant**

Fat Tops, LLC

PO Box 1462

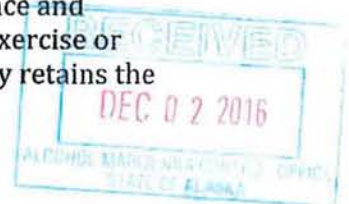
Sterling, AK 99672

**XXIX. Governing Law** – This lease agreement will be governed by and construed in accordance with the laws in the State of Alaska.

**XXX. Counterparts and Modifications**

- The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original.
- Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

**XXXI. Waiver** - If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.







# Notary Acknowledgment

State of: Alaska

County of: Kenai Peninsula

On 11/29/16, before me, Patricia Hime  
(notary)

Personally appeared,

**Landlord**  
[Signature]  
Name: SYDNEY STRAUS  
Date: 11/29/16

**Tenant**  
[Signature]  
Name: David R. Parker  
Date: 11/29/16

☐ Personally known to me

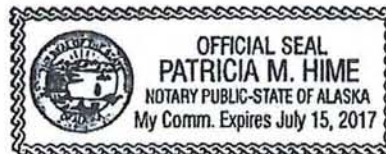
OR

☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

**Witness my hand and official seal**

[Signature]  
Notary Signature

Patricia Hime  
Print Name



IBWT INVESTMENTS, LLC  
35555 KENAI SPUR HIGHWAY PMB 437  
SOLDOTNA, AK 99669

---

September 20, 2018

State of Alaska, Department of Commerce  
Alcohol & Marijuana Control Office  
550 W. 7<sup>th</sup> Ave., Suite 1600  
Anchorage, AK 99501

**VIA CERTIFIED U.S. MAIL**

**RE:   Objection to Renewal of Licenses - Fat Tops LLC**  
**Objection to Continuation of Business At Premises**  
**Business License No. 1042820**  
**Standard Marijuana Cultivation Facility License No. 11138**  
**Retail Marijuana Store License No. 11140**

Dear Marijuana Control Board:

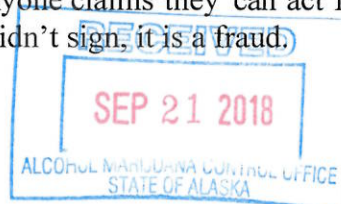
IBWT is the owner and Lessor of the land and building located at 36380 Murray Lane, Soldotna, AK 99669, which is the "premises" listed on the two Fat Tops marijuana licenses listed above. IBWT continues to protest Fat Tops' marijuana license renewal; and, in addition, objects to and protests the AMCO allowing Fat Tops to operate under the two marijuana licenses on the premises. IBWT requests that AMCO take enforcement action to shut down Fat Tops' marijuana operations on the premises.

IBWT Investments, LLC ("IBWT"), continues to object to the renewal of license #11138 and 11140 held by Fat Tops LLC ("Fat Tops"), because rent has not been paid. In addition, Fat Tops lease ends 9/22/18, as shown in the enclosed Alaska Commercial Lease Agreement ("Lease"), which was also filed with Fat Tops' original marijuana license applications as proof that the applicant had the right to possess the premises, under 3 AAC 306.020(b)(9).

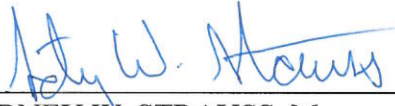
Fat Tops is delinquent in payment of rent, has stopped paying rent altogether, default has been declared, and IBWT is in the process of obtaining a court order to evict Fat Tops peaceably from the leased property. Nevertheless, Fat Tops' right to possession of the premises under the Lease terminates 9/22/18, and the Lease will not be renewed under any circumstances. IBWT will not give Fat Tops permission of any kind to be on the leased property after 9/22/18.

IBWT objects to the AMCO allowing the Lessee to operate marijuana licenses at the 36380 Murray Lane premises after 9/22/18; and expects the AMCO to shut down the operations promptly after the lease terminates on 9/22/18. IBWT will work with AMCO to ensure an orderly evacuation from the premises. Please contact me at 907-315-9665 (cell).

Also, IBWT is the only legal owner of the premises (see deed enclosed). I am the Manager -- the only Manager -- of IBWT, and I am the only person authorized to act on behalf of IBWT (see State of Alaska print out enclosed). If anyone claims they can act for IBWT, or if you see any document with IBWT's name on it that I didn't sign, it is a fraud.



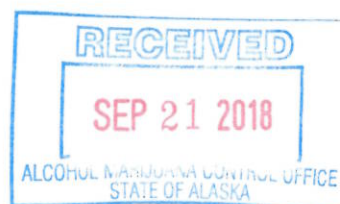
Very truly yours,



---

SIDNEY W. STRAUSS, Manager  
IBWT Investments, LLC

cc: David Parker, Fat Tops LLC, PO Box 1462, Sterling, AK 99672







15646

## STATUTORY WARRANTY DEED

THIS INDENTURE, made this 6 day of Sept, 2016, by and between MARC V. ZIMMERMAN, Trustee of the LINDA A. ZIMMERMAN DECEDENT'S TRUST, as to a one-half (1/2) interest and MARC V. ZIMMERMAN, Trustee of the MARC V. ZIMMERMAN SURVIVOR'S TRUST, as amended, as to a one-half (1/2) interest, whose address is 63225 Mere Circle, Soldotna, AK 99669, Grantor, and **IBWT INVESTMENTS, LLC**, whose address is PO Box 1462, Sterling, AK 99672, Grantee, WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to Grantee, and to Grantee's successors and assigns, the following described real property located near Kenai, Alaska, to wit:

Lot Two A (2A), Block One (1), LONGMERE ESTATES  
ZIMCO REPLAT, according to Plat No. 98-38, in the Kenai  
Recording District, Third Judicial District, State of Alaska;

SUBJECT TO all reservations, restrictions, encumbrances and  
easements of record or ascertainable by physical inspection, if  
any;

TOGETHER WITH all and singular the tenements,  
hereditaments and appurtenances thereunto belonging or in  
anywise appertaining.

TO HAVE AND TO HOLD the same with the appurtenances, unto the said Grantee,  
and to Grantee's successors and assigns, FOREVER.

DATED this 6 day of Sept, 2016.



LINDA A. ZIMMERMAN DECEDENT'S  
TRUST

Marc V. Zimmerman  
MARC V. ZIMMERMAN, Trustee

MARC V. ZIMMERMAN SURVIVOR'S TRUST, as amended

Marc V. Zimmerman  
MARC V. ZIMMERMAN, Trustee

STATE OF ALASKA )

THIRD JUDICIAL DISTRICT )

)ss.

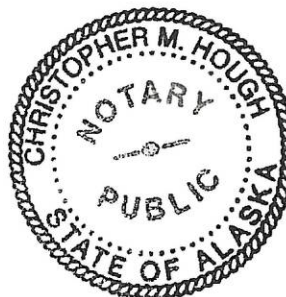
On this 6 day of Sept, 2016, before me, the undersigned Notary Public in and for said State, personally appeared MARC V. ZIMMERMAN, known to me to be the Trustee of the trust that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the trust therein named, and acknowledged to me that such trust executed the same pursuant to its authority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written

[Signature]  
Notary Public for Alaska

My Commission Expires: 12-12-19

X15646  
Return to:  
Grantee



C. MICHAEL HOUGH - Attorney At Law - 3733 Ben Walters Lane - Ste. 2 - Homer - Alaska - 99603 - Tel: (907) 235-8184 - Fax: (907) 235-24203

STATUTORY WARRANTY DEED

Page 2 of 2



2 of 2

2016-008303-0





# Kenai Peninsula Borough, Alaska

## Assessing Department

RECEIVED

SEP 21 2018

ALCOHOL & DRUGS CONTROL OFFICE  
STATE OF ALASKA

Go Back

Property Search

Print Report

Property Taxes

## General Info

## Property Owner:

IBWT INVESTMENTS LLC  
35555 KENAI SPUR HWY  
SOLDOTNA AK 99669-7625

Change of Address

Owner(s)

## Property ID

06310406

## Address

36380 MURRAY LN

## Transfer Date

9/20/2016

## Document / Book Page

20160083030

## Acreage

2.1200

## Tax Authority Group

58 - CENTRAL EMERGENCY SERVICES

## Legal Description

## Description

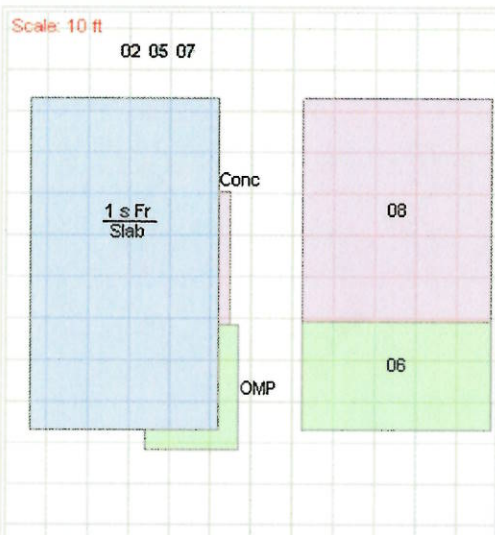
T 5N R 9W SEC 19 Seward Meridian KN 0980038 LONGMERE ESTATES ZIMCO REPLAT LO T 2A BLK 1

## Value History

Year	2018	2017	2016	2015	2014	2013	2012	2011	2010
Reason	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification
Land Assd	\$66,000	\$66,000	\$68,600	\$68,400	\$68,400	\$67,600	\$67,600	\$67,600	\$67,600
Imp Assd	\$631,500	\$366,100	\$378,000	\$374,600	\$375,600	\$362,800	\$329,400	\$332,500	\$347,000
Total Assd	\$697,500	\$432,100	\$446,600	\$443,000	\$444,000	\$430,400	\$397,000	\$400,100	\$414,600

## Extension Details

C01



Attributes		Floor Areas		Exterior Features	
Story	Use	Attribute	Code	Detail	
		Class	6	Concrete	
		Roofing Cover	4	Shingle	
		Stories	1		
1	GENRET	Exterior Wall	72	Stud Walls-Wood Siding	
1	GENRET	Exterior Wall	180	Stud -Textured Plywood	
1	GENRET	Wall Height	18	Feet	

# ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	IBWT INVESTMENTS, LLC.

**Entity Type:** Limited Liability Company

**Entity #:** 10040757

**Status:** Good Standing

**AK Formed Date:** 8/18/2016

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2020

**Entity Mailing Address:** 35555 SPUR HWY PMB 437, SOLDOTNA , AK 99669

**Entity Physical Address:** 36931 GOLDIE CIRCLE, KENAI, AK 99611

## Registered Agent

**Agent Name:** Sidney Strauss

**Registered Mailing Address:** 35555 SPUR HWY PMB 437, SOLDOTNA, AK 99669

**Registered Physical Address:** 36931 GOLDIE CIR, KENAI, AK 99611

## Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Sidney Strauss	Member, Manager	100

## Filed Documents

Date Filed	Type	Filing	Certificate
8/18/2016	Creation Filing	Click to View	Click to View
8/18/2016	Initial Report	Click to View	
10/19/2016	Change of Officials	Click to View	
11/06/2017	Change of Officials	Click to View	
11/29/2017	Agent Change	Click to View	
11/29/2017	Biennial Report	Click to View	
6/08/2018	Change of Officials	Click to View	
6/20/2018	Change of Officials	Click to View	

[Close Details](#)

[Print Friendly Version](#)





# Alaska Commercial Lease Agreement

In consideration of the Landlord's leasing of the premises to the Tenant, the Tenant's leasing from the Landlord the premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

**I. The Parties** – Lease agreement is between Lessor under the individual/entity (hereinafter known as the "Landlord") known as IBWT Investments, LLC and the Lessee under the individual/entity (hereinafter referred to as the "Tenant") known as Fat Tops, LLC.

**II. Premises** – The space/property being leased shall be described as:

36380 Murry Lane, Soldotna, AK 99669

(Hereinafter referred to as the "Premises").

**III. Space Rented** - The space described equals: 7,020 Square Feet (SF)

**IV. Term** – The term of the lease shall be 2 years beginning on the 22 day of September, 2016 and ending on the 22 day of September, 2018.

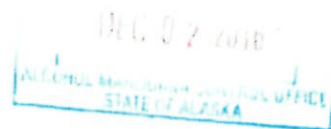
**V. Rent** – Rent shall be paid on the 1st of every month in the amount of Fourteen Thousand Dollars (\$ 14,000.00) which equates to \$                      Per Square Foot (\$/SF).

### Check One

- ☐ - Rent shall increase \_\_\_\_\_ percent (\_\_\_\_%) on an annual basis.
- ☐ - Rent shall increase \_\_\_\_\_
- ☒ - Rent shall remain fixed for the lease term.

**VI. Common Areas – The Tenant, along with any of their employees, may use the following common area(s) along with other inhabitants:**

- ☐ \_\_\_\_ Parking Space(s)    ☒ All Parking Space(s)  
☒ Restroom(s)  
☒ Storage Area(s)  
☒ Entrance(s) (Incl. Stairs & Elevators)  
☐ Conference/Meeting Room(s)  
☒ Trash Area(s)  
☐ Kitchen(s)  
☐ Other



## VII. Renewals

### Check One

☒ - Tenant shall have the option to renew the lease for \_\_\_\_\_ year(s) under the following conditions:  
To be determined at time of renewal \_\_\_\_\_.

☐ - Tenant does not have the right to renew the lease.

**VIII. Security Deposit** - The Tenant is required pay Seven Thousand Dollars (\$ 7,000.00 ) as a Security Deposit. If the Tenant follows the terms and conditions of this agreement in good faith and without damaging the Premises, the Security Deposit will be returned within ten (10) business days. Otherwise, any repairs needed for the Premises will be deducted from the Security Deposit.

## IX. Condition Upon Move-In

### Check One

☐ - The Tenant agrees to take tenancy of the property on an "as is" basis, willing to make all fit-ups (if needed) on the Premises at the expense of the Tenant.

☒ - The Landlord accepts building the fit-ups for the Tenant that includes improvements to be made ☐ as an addendum ☒ described below:

All building improvements needed by tenant to enable the tenant to conduct business as a \_\_\_\_\_

Standard Marijuana Cultivation and Retail Sales Facility.

All fixtures shall ☒ remain ☐ not remain on the premises at the end of the lease term.

**X. Improvements During Lease Term** - The Tenant, with written approval of the Landlord that may not be unreasonably withheld, shall be able to make any type of improvement to the Premises.

**XI. Use** - The Tenant will occupy the Premises for the following use:

Standard Marijuana Cultivation and Retail Sales of Marijuana and Marijuana Products.



Note the Americans with Disabilities Act (ADA): All businesses that are open to the public or employ 15 or more people require that the premises be accessible by persons with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of:

(Check one)

☐ - Tenant

☒ - Landlord

☐ - Cost to be split equally between Landlord and Tenant.

## **XII. Utilities and Other Expenses**

### Check Who Pays

☐ Landlord ☐ Tenant - **Air Conditioning (AC)**

☐ Landlord ☐ Tenant - **Cable**

☐ Landlord ☒ Tenant - **Electricity**

☐ Landlord ☐ Tenant - **Gas**

☐ Landlord ☐ Tenant - **Heat**

☐ Landlord ☐ Tenant - **Internet**

☐ Landlord ☐ Tenant - **Oil**

☐ Landlord ☐ Tenant - **Sewer**

☐ Landlord ☐ Tenant - **Water**

☐ Landlord ☐ Tenant - **Other:** \_\_\_\_\_

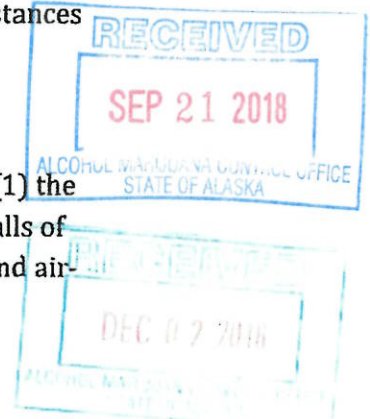
☐ Landlord ☐ Tenant - **Other:** \_\_\_\_\_

☐ Landlord ☐ Tenant - **Other:** \_\_\_\_\_

**XIII. Landlord's Representations** – At the time of lease signing, the Premises shall be properly zoned for the Tenant's stated use as stated in Section XI and will be in compliance with all applicable state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the property.

## **XIV. Landlord's Responsibility**

- Landlord shall maintain and make any and all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.





- Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.

#### **XV. Tenant's Responsibility**

- Tenant shall keep the Premises clean and well maintained at all times, so that the Premises shall be in marketable condition.

#### **XVI. Insurance**

Landlord agrees to carry fire and hazard related coverage insurance for the Premises. Tenant agrees to carry public liability insurance that includes the Landlord as an insured party for personal injury.

The coverage the Tenant shall provide will be in the amount(s) of:

##### Check All That Apply

- ☐ - \$\_\_\_\_\_ per occurrence  
☐ - \$\_\_\_\_\_ per year

This agreement automatically releases the Landlord and Tenant from each other in reference to liability for property, loss, damage, personal injury, or anything else covered by the insurance plan.

#### **XVII. Taxes**

##### Check Who Pays

- ☐ Landlord ☒ \*Tenant - **Real Property Taxes**  
☐ Landlord ☐ Tenant - **Personal Property Taxes**

\*For Properties With Multiple Tenants - If the Tenant pays for the real property taxes it should be noted that the calculation should be equal to that Tenant's portion of the property/total square feet.

**XVIII. Subletting** – The Tenant ☒ does ☐ does not have the right to sublet the Premises. Any new Tenant under a sublease must meet the approval of the Landlord and such approval shall not be unreasonably withheld.

**XIX. Damage to the Premises** – The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days.

- If the Tenant is not able to be open for the ninety (90) day period due to damage to the Premises, there will be no rent paid during said period.





**XX. Default** – If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, then the Landlord has the right to take legal action.

**XXI. Notice of Quiet Enjoyment** – During the term of the lease agreement, the Tenant has the right of quiet enjoyment of the Premises.

**XXII. Eminent Domain** – The lease automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have to right to claim:

- Value of the Lease Agreement
- Loss of Business Revenue
- Moving and Relocation Expenses

**XXIII. Holding Over** – If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month-to-month, or "Tenancy at Will," basis unless the Landlord gives notice for the Tenant to vacate.

**XXIV. Disagreements During the Lease Period** – If a disagreement arises during the lease period, the following actions shall take place:

Check All That Apply

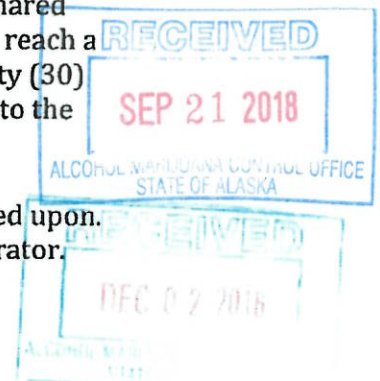
☐ – **Litigation** - If a dispute arises from either the Landlord or Tenant; the parties have the right to take the matter to the court under the Premises' jurisdiction.

☐ - **Mediation with Possible Litigation** – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to court.

☐ - **Mediation with Possible Arbitration** – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to the arbitrator.
- The arbitrator selected will be a third (3<sup>rd</sup>) party to be mutually agreed upon. The arbitrator shall decide all costs directed towards hiring the arbitrator.



The Landlord shall not have to attend the mediation or arbitration process unless Tenant is current with the rental payments, either submitting to the Landlord directly or depositing the funds in an escrow account.

**XXV. Additional Agreements** – Landlord and Tenant additionally agree to the following:

N/A

**XXVI. Entire Lease Agreement** – This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.

**XXVII. Successors and Assignees** – All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement.

**XXVIII. Notices** – All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:

**Landlord**

IBWT Investments, LLC

PO Box 772

Sterling, AK 99672

**Tenant**

Fat Tops, LLC

PO Box 1462

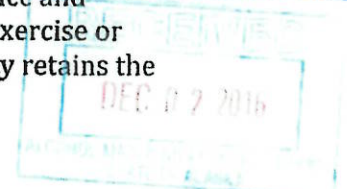
Sterling, AK 99672

**XXIX. Governing Law** – This lease agreement will be governed by and construed in accordance with the laws in the State of Alaska.

**XXX. Counterparts and Modifications**

- The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original.
- Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

**XXXI. Waiver** - If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.





**XXXII. Early Termination** - The tenant ☐ \*has ☐ does not have the option to terminate the lease.

\*The landlord shall allow the tenant to quit or terminate the lease via a penalty of N/A dollars (\$                    ). In addition, the tenant must provide written notice to the address stated in Section XXVIII within least              ☐ days ☐ months of the intended end date.

**XXXIII. Severability** - If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

### Signatures

**Landlord**

[Signature] / Member

Name: IBWT Investments, LLC

Date:                     

**Tenant**

[Signature] Member

Name: Fat Tops, LLC

Date: 11/30/16

☐ - Broker(s)

Name:                     

Date:                     

Name:                     

Date:                     

☒ - Personal Guaranty - Upon my authorization of this agreement, I personally guarantee the performance of all financial obligations under this lease.

[Signature]

Date: 11/30/16

Name: David Parker



# Notary Acknowledgment

State of: Alaska

County of: Kenai Peninsula

On 11/29/16, before me, Patricia Hime  
(notary)

Personally appeared,

**Landlord**

Sydney Straus

Name: SYDNEY STRAUS

Date: 11/29/16

**Tenant**

David R. Parker

Name: David R. Parker

Date: 11/29/16

☐ Personally known to me

OR

☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Patricia Hime

Notary Signature

Patricia Hime

Print Name





## Report of Investigator Rukes

On 6/25/18, I received a packet of court documents pertaining to the eviction of Fat Tops LLC. Fat Tops is a marijuana licensee with both a standard cultivation license and a retail license. Included in the packet of court documents there is a summary of proceedings and a sworn affidavit from Dave Parker, the 100% owner of Fat Tops LLC.

The "Summary of Proceedings" is a transcript of a discussion from a conference call. The statements allege that Sid Strauss is an undisclosed partial owner of the marijuana operations. Mr. Strauss wished for his name to remain off of any documents pertaining to Fat Tops and anything marijuana related so that he could continue to get loans from financial institutions. It was organized so that Strauss would receive his share of the profits from the sales of marijuana through rent payments.

The affidavit from Dave Parker provides further information about the business relationship between Parker and Strauss. The following excerpts apply to the matter at hand:

"about two months ago Mr. Strauss asked the bookkeeper, Willa Tallman, to sneak into the office and take documents. She told Mr. Parker, and the unsuspecting Mr. Parker told her that Mr. Strauss is a 50% owner and is entitled to any documents he wants. so she does not have to go about it secretly. He does not know what documents Mr. Strauss ended up taking."

"Although in the Articles of Organization Mr. Strauss was designated as the manager as well as a member and 50% owner."

"Mr. Strauss left the operation of the business to Mr. Parker. who was the hands-on partner while Mr. Strauss was the money partner."

"Mr. Parker as the 100% owner. Fat Tops LLC was only formed to distance IBWT Investments, LLC from marijuana cultivation. since Mr. Strauss was concerned about his ability to borrow money. Marijuana is still illegal under federal law and banks will not touch a loan to a marijuana business. Mr. Strauss confided in Mr. Parker that he had to lie on his credit applications about his connections to Mr. Parker and his wife for fear that they would ask questions about what type of business he is renting to. Mr. Parker always told him that you are not renting to him (Mr. Parker) because he owns half the property.

IBWT was created was to funnel the profits from the marijuana business to Mr. Strauss. concealing from creditors the source of his income."

"Mr. Strauss told Mr. Parker he had at least \$3 million available and that he would pay for the cost of the business. and the start-up inventory. He also told Mr. Parker he would pay him a salary of \$8,000 a month salary until Fat Tops had income."

"On 10/19/16, Mr. Strauss and Mr. Parker agreed to replace Mr. Parker with his wife Queen Aleta Parker as 50% owner and member of the IBWT Investments, LLC. Mr. Strauss did not want a person who owns a marijuana facility as a partner on paper. Mr. Strauss owns an assisted living home, Riverside Assisted Living, and for that reason and because of the issue of banks loaning him money. did not want to be affiliated in any public records with a marijuana cultivation business. (IBWT stands for "In Bud We Trust.")"

"Mr. Parker met with and sought an explanation from Mr. Strauss. His answer was that he needed to conceal his income from the marijuana business and his partnership from his creditors. That he was trying to get a "jumbo loan" for his assisted living business. Mr. Parker told him this cannot stand"

"Fat Tops LLC was only formed to distance IBWT Investments, LLC from marijuana cultivation, since Sid is concerned about his ability to borrow money. Marijuana is still illegal under federal law and banks will not touch a loan to a marijuana business. IBWT was created was to funnel the profits from the MJ business to Sid, concealing the source of his income from creditors. Once Fat Tops started earning money, Sid directed how that money would be spent."

On 7/11/18 I met with Dave Parker and his attorney John Pharr at Parr's office in Anchorage. Parker stated that Strauss had approached him and they started a partnership to own a building that housed a marijuana business. Strauss would then charge Parker a high amount of rent so that he could profit from the sales of marijuana without being associated with a marijuana business.

Parker stated that the majority of the money that was invested in the building was from Strauss. Parker was then to use his construction experience to improve the property. Strauss became impatient when the money was not rolling in like he expected which resulted in Strauss attempting to micromanage Fat Tops daily business activities. Parker stated that Strauss was constantly texting him for updates about the business sales.

I read an excerpt from Parker's affidavit to him that stated that Strauss' name was to remain off any paperwork associated with marijuana and he was to receive profits from marijuana through the building concealing from creditors the source of the income. Parker agreed that was the way the business was supposed to occur.

I told Parker that he was an investor in Fat Tops and he asked if he was supposed to tell us that. He stated that Strauss didn't wish to have his name on any paperwork associated with marijuana. Parker stated that the only contract that he and Strauss had was associated with the rental payments. Off the record, their verbal agreement was that Fat tops was not responsible for the rent until the business became profitable and they only made up the rental agreement so that the paperwork with

AMCO was complete. When the business did become profitable they were going to renegotiate the rental contract to be a 50/50 split of profits.

Parker stated that his ownership in IBWT, the LLC that owns the property, was changed to his wife so that Strauss would not be associated with Dave Parker, a marijuana business owner, through IBWT. Strauss was trying to get a loan through Wells Fargo for some other business venture.

Parker stated that Strauss paid Lance Wells to prepare the application paperwork for the marijuana license through AMCO.

Parker stated that the agreement for a new lease agreement was to be strictly based on a revenue based lease agreement.

I asked Parker what he understood about the AMCO statutes regarding undisclosed financial interest. Parker stated that there was no written agreement regarding repayment of Strauss' investments in the building improvements. Parker stated that he considered the investment a gift because there was no expectation to repay it. Parker stated that when he considered Strauss' proposals for organizing the business that he understood that he would be 100% owner of Fat Tops.

Parker stated that he had an understanding about the AMCO application section that deals with financial interests. He stated that he believes that it was all organized within the law.



FILED In the Trial Court  
State of Alaska Third District  
at Kenai, Alaska

JUN 22 2018

Clerk of the Trial Courts  
Dept.

### Alaska Court System

Find court contact information at <http://courts.alaska.gov/courtclerk/index.htm>.  
Find case numbers and other case information at <https://records.courts.alaska.gov>.

### Records Request

Requestor's Name: Jason M Davies  
Requestor's Agency: Alcohol Marijuana Control Office  
Phone Number: 907-754-3410 Fax Number: 907- 344- 2285  
E-Mail Address: jason.davies@alaska.gov, james.hoelscher@alaska.gov  
Mailing Address: 550 W 7th Avenue, Ste 1600, Anchorage, AK 99501  
Case Name: IBWT Investments LLC V Fat Tops, LLC  
Case Number: 3KN-18-496-CI

Send documents to me by: ☐ E-Mail ☐ US Mail ☒ Fax ☐ I will pick up (will call)  
Make sure to give us the case number or you will be charged an hourly research fee to find it. You can find the case number yourself by searching our website at: <https://records.courts.alaska.gov>.

#### DOCUMENTS NEEDED FROM CASE FILE -

- ☒ Petition, Complaint, Charging Documents ☐ Judgment  
☐ Decree: Dissolution/Divorce ☐ Findings of Fact and Conclusions of Law  
☐ Qualified Domestic Relations Order (QDRO) ☐ Dismissal  
☐ Satisfaction of Judgment ☒ Log Notes Dated: 06/21/2018  
☐ Motion: \_\_\_\_\_  
☐ Order: \_\_\_\_\_  
☒ Other: Any other documents submitted by either party

**FEES**—You acknowledge that we will charge you for the copies and services you request, and you agree to pay for them. For more information about fees, see page 1. Please select the type of copies or service requested below. Plain copies will be sent if you do not specify.

☐ Plain copies ☒ Certified copies ☐ Exemplified copies ☐ Authenticated copies ☐ Research

**PAYMENT METHOD**—Select your method of payment below. If you select online payment, we will e-mail an invoice with instructions to the e-mail address above.

☒ Online (credit) ☐ Mail (check, money order) ☐ In Person (cash, check, money order, credit)

**COMPLETE THIS SECTION IF REQUESTING CONFIDENTIAL RECORDS**—For more information about confidential records, see page 1. Bring a photo ID and sign below in the presence of a clerk of court, notary public, or other authorized individual.

I, Jason M Davies, on oath or affirm that I read this document and believe all statements in it are true.

Date 6/22/18

Requestor's Signature [Signature]

Subscribed and sworn to or affirmed before me at Anchorage, Alaska on June 22, 2018

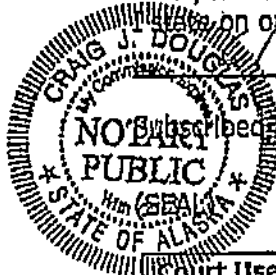
Clerk of Court, Notary Public, or other person  
authorized to administer oaths. My commission expires \_\_\_\_\_

Court Use Only  
Court Receipt: \_\_\_\_\_

Date Received: \_\_\_\_\_  
Received By: \_\_\_\_\_

Amount Due: \_\_\_\_\_  
Processed on: \_\_\_\_\_

Done 6/22/18 emailed  
AT



Molloy Schmidt LLC  
Attorneys for Plaintiff  
110 S. Willow St., Ste. 101  
Kenai, Alaska 99611  
(907) 283-7373 • (907) 283-2835 facsimile  
e-distribution@molloysschmidt.com (Court System use only)

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

v.

FAT TOPS, LLC,

Defendant.

Case No. 3KN-18- 4910 CI

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska  
JUN 22 2018  
By Clerk of the Trial Courts  
Deputy

NOTICE TO ALCOHOL & MARIJUANA CONTROL OFFICE

TO: Mr. James Hoelscher, Enforcement Supervisor  
Alcohol & Marijuana Control Office  
550 W 7th Ave, Suite 1600  
Anchorage, AK 99501

PLEASE TAKE NOTICE that the Plaintiff, IBWT INVESTMENTS, LLC, has declared a default in its Lease Agreement with the Defendant, FAT TOPS, LLC, for delinquency in payment of rent for the premises located at 36380 Murray Lane, Soldotna, AK 99669, and has filed the above-captioned action for forcible entry and detainer, seeking possession of the premises. The eviction hearing is scheduled as follows:

Hearing Date/Time: 6/21/18 @ 4:00 pm before Judge Huguely  
Court Address: 125 TRADING BAY DRIVE, KENAI AK 99611  
Courtroom: 3

This Notice is being given to the Alcohol & Marijuana Control Office, Enforcement Supervisor, as required by the Addendum to the Lease Agreement. The Plaintiff will *not* be removing or taking possession of the Defendant's marijuana inventory.

MOLLOY SCHMIDT LLC

DATE: 6/12/18

[Signature]  
ROBERT J. MOLLOY ABA #8011100  
Co-Counsel for Plaintiff



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

FILED in the Municipal  
State of Alaska Third District  
at Kenai, Alaska  
JUN 22 2018  
Clerk of the Trial Courts  
By \_\_\_\_\_ Deputy

fax

TO:	Clerk of Court	FROM:	Jason M Davies
FAX:	907-283-8535	PAGES:	2
PHONE:	907-334-2285	DATE:	06/21/2018
RE:	Requesting documents	CC:	
Comments: Your comments here			

Urgent.

call if needed

754-3410

Thank you  
*[Signature]*



JUN 20 2018

IBWT INVESTMENTS, LLC,  
Plaintiff,  
v.  
FAT TOPS, LLC,  
Defendant.

**CHARLES T. HUGUELET**  
Superior Court Judge

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on 6/20/18 a copy of this document, plus any attachments thereto, was mailed to:

David Parker, Registered Agent, Fat Tops, LLC, P.O. Box 1462, Sterling, AK 99672;

AND A COPY WILL BE HANDED IN OPEN COURT AT THE HEARING to: 6/21/18

David Parker, Registered Agent, Fat Tops, LLC, P.O. Box 1462, Sterling, AK 99672;

by: 

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on 6/20/18 a copy of this document, plus any attachments thereto, was emailed to:

Harriet Dinegar, Assistant Attorney General at [harriet.dinegar@alaska.gov](mailto:harriet.dinegar@alaska.gov).

James Hoelscher, Enforcement Supervisor, Alcohol & Marijuana Control Office, at [james.hoelscher@alaska.gov](mailto:james.hoelscher@alaska.gov)

by: 

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC.

Plaintiff.

vs.

FAT TOPS, LLC,

Defendant.

Case No. 3KN-18-496 CI

ORDER ON MOTION TO DISMISS

Defendant Fat Tops, LLC, having moved the court to dismiss plaintiff's Complaint pursuant to Civil Rule 12(b)(6), and the court being fully advised,

IT IS HEREBY ORDERED that defendant's motion is GRANTED. Plaintiff's FED complaint is dismissed with prejudice.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

Hon. Anna M. Moran  
Judge of the Superior Court

JUN 21 2018

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

v.

FAT TOPS, LLC,

Defendant.

Case No 3KN-18-496 CI

**ORDER ON MOTION FOR EXPEDITED CONSIDERATION**

David R. Parker having moved the court pursuant to Civil Rule 77 for expedited consideration of the underlying Motion to Intervene, and any opposition or reply having been filed,

IT IS HEREBY ORDERED that expedited consideration is GRANTED. Any opposition shall be filed by \_\_\_\_\_ at \_\_\_\_ a.m./p.m. Any reply to the opposition is due by \_\_\_\_\_.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Hon. Charles T. Huguelet  
Judge of the Superior Court

JUN 21 2018



### THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

V.

FAT TOPS, LLC,

Defendant.

Case No 3KN-18-496 CI

### ORDER ON MOTION TO INTERVENE

David R. Parker having moved the court pursuant to Civil Rule 24 to intervene in the above-captioned case, and any opposition or reply having been filed,

IT IS HEREBY ORDERED that the motion is GRANTED. David R. Parker's Complaint in Intervention is deemed filed and shall be served in accordance with the civil rules.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Hon. Charles T. Huguelet  
Judge of the Superior Court

JUN 21 2018

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

v.

FAT TOPS, LLC,

Defendant.

DAVID R. PARKER,

Plaintiff in Intervention,

v.

SIDNEY STRAUSS,

Defendant in Intervention.

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

JUN 21 2018

Clerk of the Trial Courts  
By DSI Deputy

Case No 3KN-18-496 CI

COMPLAINT IN INTERVENTION

COMES NOW Intervenor-Plaintiff DAVID R. PARKER, by and through his attorney, John C. Pharr, of the LAW OFFICES OF JOHN C. PHARR, P.C., and for his Complaint in Intervention, complains and alleges as follows:

1. Plaintiff in intervention is a resident of the State of Alaska.
2. Defendant in intervention SIDNEY STRAUSS, is a resident of the State of Alaska.
3. Starting in 2016 and continuing through the present, plaintiff in intervention David R. Parker and defendant in intervention Sidney Strauss formed a de facto partnership in the marijuana business.

LAW OFFICES OF  
JOHN C. PHARR, PC  
733 W. 4th Avenue  
Suite 308  
Anchorage, AK 99501  
Ph (907) 272-2525  
Fax (907) 277-9859

4. Sidney Strass is trying to cheat David R. Parker out of the fruits of the partnership by trying to unilaterally remove Mr. Parker's wife Queen Aleta Parker from 50% ownership of IBWT Investments, LLC. filing this eviction, and in other ways.

### THIRD-PARTY COMPLAINT

COMES NOW defendant Fat Tops, LLC and for its Third-Party Complaint against Sidney Strauss, complains and alleges as follows:

1. Plaintiff is a limited liability company formed and existing under the laws of the State of Alaska, solely owned by David R. Parker, who is also the only member.
2. Third-party defendant Sidney Strauss is a resident of the State of Alaska.
3. In 2016 and continuing through the present, Sidney Strauss and David R. Parker formed a de facto partnership in the marijuana business.
4. The parties formed IBWT Investments, LLC and Fat Tops, LLC as part of the partnership.

### FIRST CLAIM FOR RELIEF (Accounting)

5. Plaintiff in intervention realleges and incorporates by reference his allegations in paragraphs 1 to 4 of his Complaint in Intervention.
6. The court should render an accounting of the respective interests in the partnership, including the income, and equitable ownership of real property and improvements at 36380 Murray Lane, Soldotna, Alaska 99669 (Lot 2A, Block 1, Longmere Estates).

WHEREFORE, plaintiff in intervention prays as follows:

1. For an accounting of the respective interests in the partnership and 36380 Murray Lane, Soldotna, Alaska 99669 (Lot 2A, Block 1, Longmere Estates).
2. For costs, interest and attorney's fees; and
3. For such other and further relief as the court deems just and equitable.

WHEREFORE, plaintiff in interventions prays as follows:

1. For an accounting of the parties' respective interests in the partnership, including but not limited to 36380 Murray Lane, Soldotna, Alaska 99669 (Lot 2A, Block 1, Longmere Estates).
2. For an award of costs, judgment interest, and attorney fees incurred in this action as provided by law; and
3. For such other and further relief as the court deems just and equitable.

DATED this 21 day of June, 2018.

LAW OFFICES OF JOHN C. PHARR, P.C.  
Attorneys for Plaintiff in intervention David R. Parker

By: 

John C. Pharr, ABA #8211140



IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT KENAI

IBWT INVESTMENTS, LLC

Plaintiff(s),

vs.

FAT TOPS, LLC,

Defendant(s).

CASE NO. 3KN-18-496 CI

WRIT OF ASSISTANCE  
(Not valid without court seal)

To Any Peace Officer, State of Alaska:

On \_\_\_\_\_, the plaintiff recovered a judgment in the above court  
against the defendant for possession of the following property:

Description: BUILDING

(house, apartment, mobile home, mobile home space, etc.)

Location: 36380 MURRAY LANE, SOLDOTNA, ALASKA 99669

(street address, apartment number, mobile home space number, city and state)

It is therefore ordered that any peace officer of the State of Alaska to whom this writ is delivered shall turn over to the plaintiff or the plaintiff's agents or representatives the possession of the premises described above, and that the officer shall eject and remove therefrom all persons holding or detaining the same or any part thereof against the plaintiff.

☐ The property is a mobile home space. Any peace officer to whom this writ is delivered is authorized to enter the mobile home at the above location prior to its being moved to determine whether or not there are persons or public safety risks present. If there are persons or public safety risks in the mobile home, the peace officer shall remove the persons or public safety risks so that the mobile home may be safely removed.

The plaintiff shall be responsible for the return, storage or disposal of any personal property of the defendant or other persons holding the premises against the plaintiff which is left upon the premises after the removal of those persons, in accordance with the applicable law.

This writ will take effect on \_\_\_\_\_  
(date and time)

Date

Judge

(SEAL)

Type or Print Judge's Name

CIV-575 (10/06)(st.4)  
WRIT OF ASSISTANCE

Civil R. 85; AS 09.45.070  
AS 22.10.020(a)

JUN 12 2018

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT KENAI

IBWT INVESTMENTS, LLC

Plaintiff(s),

vs.

FAT TOPS, LLC,

Defendant(s).

CASE NO. 3KN-18-4910 CI

JUDGMENT FOR POSSESSION

The complaint in this case seeks possession of the premises

☐ but does not seek recovery of any damages. Upon entry of this judgment, this case is closed.

☒ and also seeks a judgment for unpaid rent and/or other damages. Pursuant to Civil Rule 54(b), the court finds that there is no just reason for delay in entry of the judgment for possession and directs entry of this judgment for possession.

IT IS ORDERED that plaintiff is entitled to possession of the following property:

Description: BUILDING

(house, apartment, trailer, trailer space, etc.)

Location: 36380 Murray Lane, Soldotna Alaska 99669

(street address, apartment number, trailer space number, city and state)

Defendant(s) must vacate the property by \_\_\_\_\_

(date and time)

If the property is not vacated by that time, the occupants and their possessions may be physically removed pursuant to a Writ of Assistance.

☐ Plaintiff shall recover from defendant FAT TOPS, LLC,  
the costs of this possession phase of the proceeding as follows:

Filing fee	\$ _____
Service of process	_____
Witness fees	_____
Attorney fees	_____
Other _____	_____
TOTAL COSTS	\$ _____

This judgment shall bear interest at the annual rate of \_\_\_\_\_ percent from the date of judgment until paid. After this judgment is collected, the plaintiff shall file with the court a Satisfaction of Judgment.

☒ Costs and fees will be determined when the damages claim is decided.

Effective Date

I certify that on \_\_\_\_\_ a copy of  
this judgment was sent or given to:

Judge

Type or Print Name

Clerk \_\_\_\_\_

CIV-300 (4/04)(sl.3)  
JUDGMENT FOR POSSESSION

Civil Rules 85 and 54(b)  
AS 09.45.070

JUN 12 2018

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

v.

FAT TOPS, LLC,

Defendant.

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

JUN 21 2018

Clerk of the Trial Courts  
By 251 Deputy

Case No 3KN-18-496 CI

ANSWER

COMES NOW defendant FAT TOPS, LLC, by and through its attorney, John C. Pharr, of the LAW OFFICES OF JOHN C. PHARR, P.C. and for its answer to plaintiff's complaint, admits, denies, and alleges as follows:

1. In response to paragraph 1 of plaintiff's complaint, answering defendant admits the allegations in that paragraph.
2. In response to paragraphs 2-7 of plaintiff's complaint, answering defendant denies the allegations in those paragraphs.

AFFIRMATIVE DEFENSES

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff has failed to mitigate its damages.
3. Plaintiff had no authority from more than 50% of the members to file this suit, and it was therefore ultra vires.
4. Plaintiff is trying to enforce a contract which is illegal or against public policy.

LAW OFFICES OF  
JOHN C. PHARR, PC  
733 W. 4th Avenue  
Suite 308  
Anchorage, AK 99501  
Ph (907) 272-2525  
Fax (907) 277-9859

5. David R. Parker and Queen Aleta Parker have equitable ownership interests in the property.

6. Sidney Strauss waived and is estopped from collecting rent payments.

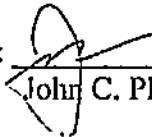
7. Notice was improper as not exactly complying with Alaska law by giving notice of the alleged breach.

WHEREFORE, having fully answered plaintiff's complaint, answering defendant prays that plaintiff's complaint be dismissed with prejudice and that plaintiff take nothing thereby, and that defendant be awarded its costs and fees incurred in the defense of this action.

DATED at Anchorage, Alaska, this 21<sup>st</sup> day of June 2018.

LAW OFFICES OF JOHN C. PHARR, P.C.  
Attorneys for defendant Fat Tops, LLC

By:



John C. Pharr, ABA #8211140

I hereby certify that on this 21<sup>st</sup> day of June, 2018, I caused to be served a true and correct copy of Answer by fax and hand delivery to:

Molloy Schmidt, LLC  
110 S. Willow St., Ste 101  
Kenai, Alaska 99611

By:

  
Sarah Donahue, Legal Assistant

LAW OFFICES OF  
JOHN C. PHARR, PC  
733 W. 4th Avenue  
Suite 308  
Anchorage, AK 99501  
Ph (907) 272-2525  
Fax (907) 277-9859



IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA

AT KENAI

Filed in the Trial Court  
State of Alaska Third District  
at Kenai Alaska

JUN 12 2018

Clerk of the Trial Court  
By 301

IBWT INVESTMENTS, LLC DOB \_\_\_\_\_

Plaintiff(s),

vs. FAT TOPS, LLC DOB \_\_\_\_\_

DOB \_\_\_\_\_

Defendant(s).

CASE NO. 3KN-18- 490 CI

COMPLAINT FOR FORCIBLE ENTRY  
AND DETAINER

(Seeking Eviction:  
May Include Rent and/or Damages)

1. Plaintiffs seek possession of the following real property, hereinafter referred to as "the premises:"

Description: BUILDING  
(house, apartment, trailer, trailer space, etc.)

Location: 36380 Murray Lane, Soldotna, Alaska 99669  
(street address, apartment number, trailer space number, city and state)

2. ☐ Plaintiffs are individuals and own the premises.  
☐ Plaintiff is a partnership that owns the premises.  
☐ Plaintiff is a manager or management company legally authorized in writing by the owner of the premises to manage the premises and bring this action, and is represented by an attorney.  
☒ Plaintiff is a corporation,\* owns the premises, has paid its taxes due the state and filed its required reports, and is represented by an attorney. \*limited liability company  
☐ Plaintiff is the representative of a non-profit public housing corporation that owns the premises, proceeding without an attorney pursuant to AS 09.45.158.  
☐ Plaintiff(s) is/are individual(s) who leased the premises to defendant(s).

3. Defendants took possession of the premises pursuant to:

☒ A rental agreement, lease or other written agreement dated 11/29/2016  
☐ A verbal agreement made on: (date) \_\_\_\_\_  
☐ Other: \_\_\_\_\_

4. Defendants failed to pay rent when due, or failed to comply with requirements of the rental agreement or requirements of law, and a Notice describing the problem has been served on defendants. A copy of the Notice is attached to this complaint.  
5. Defendants failed to pay the past due rent specified in the Notice or cure the condition specified in the Notice within the time provided by the Notice.  
6. Defendants remain in possession of the premises.

7. Defendants owe plaintiffs for:

- ☒ Past due rent of \$ 180,000 (or an amount to be proven at trial) and further rent to the date the Defendant vacates the premises.
- ☒ Other damages, in an amount to be proved in court, not to exceed (check only one of the following boxes):
- ☐ \$1,000 (one thousand dollars)
- ☐ \$5,000 (five thousand dollars)
- ☒ \$ \*\* (specify other amount)

Type or nature of other damages:

\*\* to be determined.


PLAINTIFFS SEEK RELIEF AS FOLLOWS (check all that apply):

- A. ☒ Judgment for Possession, restoring the property to plaintiffs.
- B. ☒ Issuance of a Writ of Assistance.
- C. ☒ Judgment for rent due.
- D. ☒ Judgment for other damages set forth above.
- E. ☒ Judgment for plaintiffs' costs and attorney fees in this action.

I am attaching a copy of the Notice to Quit. RJM  
Initials

NOTICE: If (i) this case has been pending for more than 180 days from the date the complaint was filed, and (ii) no further trial or hearing is scheduled to take place in the case, and (iii) no application for default judgment has been filed, then the court may dismiss this case for want of prosecution without further notice or order. If this happens, a party has the right to reopen this case no later than one year after dismissal by making a request to the court clerk in writing.

6/12/18  
Date

  
Signature of Plaintiff or Attorney  
Robert J. Molloy  
Print Name

110 S WILLOW ST STE 101  
Mailing Address  
KENAI ALASKA 99611  
City State ZIP  
907-283-7373 • e-distribution@molloysschmidt.com  
Daytime Phone

**Attach a copy of the Notice to Quit**

**NOTICE TO TENANT  
OF TERMINATION OF TENANCY FOR NONPAYMENT OF RENT  
(NOTICE TO QUIT)**

TO: Tenant(s) FAT TOPS, LLC, & DAVID PARKER,  
AND ALL OTHER OCCUPANTS.

DATE: 5/16/18

ADDRESS:  
36380 Murray Lane  
Soldotna, AK 99669

YOU ARE HEREBY NOTIFIED that you owe rent in the amount of \$ 172,705.11 (which is the total amount of rent you owe through April 2018). If you do not pay this rent or make other payment arrangements with the Landlord by the date and time stated below (which is at least SEVEN DAYS from the date and time this Notice is served on you), your tenancy is terminated and you (and any other occupants of the premises) must move from and leave the property.

Date and time by which rent or other payment arrangements must be made: 25th  
day of May, 2018, 5:00 p.m.

If you pay all rent owed IN FULL or you make other payment arrangements with Landlord before this date and time, you do not have to move. If you do not pay your rent (or make other payment arrangements) or move by this date and time, a lawsuit may be filed to evict you and all other occupants.

DATE: 5/16/18

Signed: [Signature]

Print Name: SID STRAUSS, Member  
BWT INVESTMENTS LLC, Landlord

**RECORD OF SERVICE**

**Instructions:** Serve a copy of this Notice on the Tenant. Immediately fill out this section to describe how service was accomplished. Complete all statements that apply. Keep the completed original.

[Signature] I personally served this Notice on DAVID PARKER on 05/16/2018 1:25pm.  
(Name) (Date/Time)

I attempted to personally serve this Notice on the Tenant. I knocked on the door, but no one answered. I believed the Tenant was absent so I securely affixed the notice to the entry door of the premises, at the following date and time: \_\_\_\_\_

DATE: 05/16/18 Signed: [Signature]  
Print Name: TERI L. STICKLER  
PROCESS SERVER

KEEP A COPY OF THIS NOTICE

Exhibit 1  
Page 1 of 2

IN THE Trial COURTS OF THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS LLC

Plaintiff

VS

Court Case: PARKER, DAVID

DAVID PARKER

Defendant

**\*\*RETURN OF SERVICE\*\***

I certify that on 5/16/2018 at 4:25:00 PM, I served the annexed NOTICE TO TENANT OF TERMINATION OF TENANCY FOR NONPAYMENT OF RENT (NOTICE TO QUIT), on the therein named DAVID PARKER at 36380 MURRAY LANE, SOLDOTNA, AK 99669- by handing to and leaving a true and correct copy thereof with FAT TOPS, LLC AND DAVID PARKER.

Teri L. Stickler  
Process Server  
Teri L. Stickler

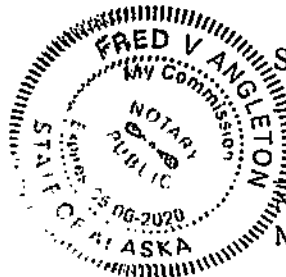
Attorney/Requestor: ROBERT MOLLOY, KRISTINE SCHMIDT

Fees authorized by Administrative Rule 11

Service fee (a)(1)(ii)	\$45
Mileage fee (a)(7)	\$20
Fee for excess Mileage (a)(7) \$.560 per mile	0
Fee for excess Hours (a)(1)(iii)	0
(Total miles travel to obtain service _____)	
Sub-Total:	65
Tax:	3.90
Total Fees (recoverable from debtor)	68.90
Attempts:	0
DMV/Perm Fund/Fishing License/Voter Reg:	0
Sub-Total:	0
Tax:	0
Total Non Admin Rule 11	0
Total Fees this service	68.90

ANGLETON ENTERPRISE  
P.O. Box 4155  
Soldotna, Alaska 99669

Phone: (907) 262-2266



Subscribed & Sworn to before me this  
18 day of May, 2018  
Fred V. Angleton  
Notary Public in & for the State of Alaska  
My commission expires: 5/6/2020

Exhibit 4  
Page 2 of 2



# Alaska Commercial Lease Agreement

In consideration of the Landlord's leasing of the premises to the Tenant, the Tenant's leasing from the Landlord the premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

**I. The Parties** – Lease agreement is between Lessor under the individual/entity (hereinafter known as the "Landlord") known as IBWT Investments, LLC and the Lessee under the individual/entity (hereinafter referred to as the "Tenant") known as Fat Tops, LLC.

**II. Premises – The space/property being leased shall be described as:**

36380 Murry Lane, Soldotna, AK 99669

(Hereinafter referred to as the "Premises").

III. Space Rented - The space described equals: 7,020 Square Feet (SF)

IV. Term - The term of the lease shall be 2 years beginning on the 22 day of September, 2016 and ending on the 22 day of September, 2018.

V. Rent – Rent shall be paid on the 1st of every month in the amount of Fourteen Thousand Dollars (\$ 14,000.00) which equates to \$                      Per Square Foot (\$/SF).

### Check One

☐ - Rent shall increase \_\_\_\_\_ percent (\_\_\_\_%) on an annual basis.

☐ - Rent shall increase \_\_\_\_\_

**☑- Rent shall remain fixed for the lease term.**

**VI. Common Areas – The Tenant, along with any of their employees, may use the following common area(s) along with other inhabitants:**

☐ \_\_\_\_\_ Parking Space(s) ☒ All Parking Space(s)

 Restroom(s)

 **Storage Area(s)**

**Entrance(s) (Incl. Stairs & Elevators)**☐ Conference/Meeting Room(s)

 Trash Area(s)

☐ Kitchen(s)☐ Other \_\_\_\_\_

Exhibit 2  
Page 1 of 9

## VII. Renewals

### Check One

☒ - Tenant shall have the option to renew the lease for \_\_\_\_\_ year(s) under the following conditions:

To be determined at time of renewal \_\_\_\_\_.

☐ - Tenant does not have the right to renew the lease.

**VIII. Security Deposit** - The Tenant is required pay Seven Thousand Dollars (\$ 7,000.00 ) as a Security Deposit. If the Tenant follows the terms and conditions of this agreement in good faith and without damaging the Premises, the Security Deposit will be returned within ten (10) business days. Otherwise, any repairs needed for the Premises will be deducted from the Security Deposit.

## IX. Condition Upon Move-In

### Check One

☐ - The Tenant agrees to take tenancy of the property on an "as is" basis, willing to make all fit-ups (if needed) on the Premises at the expense of the Tenant.

☒ - The Landlord accepts building the fit-ups for the Tenant that includes improvements to be made ☐ as an addendum ☒ described below:

All building improvements needed by tenant to enable the tenant to conduct business as a

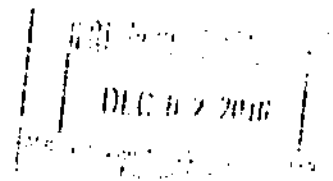
Standard Marijuana Cultivation and Retail Sales Facility.

All fixtures shall ☒ remain ☐ not remain on the premises at the end of the lease term.

**X. Improvements During Lease Term** - The Tenant, with written approval of the Landlord that may not be unreasonably withheld, shall be able to make any type of improvement to the Premises.

**XI. Use** - The Tenant will occupy the Premises for the following use:

Standard Marijuana Cultivation and Retail Sales of Marijuana and Marijuana Products.



Note the Americans with Disabilities Act (ADA): All businesses that are open to the public or employ 15 or more people require that the premises be accessible by persons with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of:

(Check one)

☐ - Tenant

☒ - Landlord

☐ - Cost to be split equally between Landlord and Tenant.

## **XII. Utilities and Other Expenses**

### Check Who Pays

☐ Landlord ☐ Tenant - Air Conditioning (AC)

☐ Landlord ☐ Tenant - Cable

☐ Landlord ☒ Tenant - Electricity

☐ Landlord ☐ Tenant - Gas

☐ Landlord ☐ Tenant - Heat

☐ Landlord ☐ Tenant - Internet

☐ Landlord ☐ Tenant - Oil

☐ Landlord ☐ Tenant - Sewer

☐ Landlord ☐ Tenant - Water

☐ Landlord ☐ Tenant - Other: \_\_\_\_\_

☐ Landlord ☐ Tenant - Other: \_\_\_\_\_

☐ Landlord ☐ Tenant - Other: \_\_\_\_\_

**XIII. Landlord's Representations** – At the time of lease signing, the Premises shall be properly zoned for the Tenant's stated use as stated in Section XI and will be in compliance with all applicable state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the property.

## **XIV. Landlord's Responsibility**

- Landlord shall maintain and make any and all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air conditioning systems.

- Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.

#### **XV. Tenant's Responsibility**

- Tenant shall keep the Premises clean and well maintained at all times, so that the Premises shall be in marketable condition.

#### **XVI. Insurance**

Landlord agrees to carry fire and hazard related coverage insurance for the Premises. Tenant agrees to carry public liability insurance that includes the Landlord as an insured party for personal injury.

The coverage the Tenant shall provide will be in the amount(s) of:

##### Check All That Apply

- ☐ - \$\_\_\_\_\_ per occurrence  
☐ - \$\_\_\_\_\_ per year

This agreement automatically releases the Landlord and Tenant from each other in reference to liability for property, loss, damage, personal injury, or anything else covered by the insurance plan.

#### **XVII. Taxes**

##### Check Who Pays

- ☐ Landlord ☒ \*Tenant - **Real Property Taxes**  
☐ Landlord ☐ Tenant - **Personal Property Taxes**

\*For Properties With Multiple Tenants - If the Tenant pays for the real property taxes it should be noted that the calculation should be equal to that Tenant's portion of the property/total square feet.

**XVIII. Subletting** - The Tenant ☒ does ☐ does not have the right to sublet the Premises. Any new Tenant under a sublease must meet the approval of the Landlord and such approval shall not be unreasonably withheld.

**XIX. Damage to the Premises** - The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days.

- If the Tenant is not able to be open for the ninety (90) day period due to damage to the Premises, there will be no rent paid during said period.

DEC 07 2015

**XX. Default** – If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, then the Landlord has the right to take legal action.

**XXI. Notice of Quiet Enjoyment** – During the term of the lease agreement, the Tenant has the right of quiet enjoyment of the Premises.

**XXII. Eminent Domain** – The lease automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have to right to claim:

- Value of the Lease Agreement
- Loss of Business Revenue
- Moving and Relocation Expenses

**XXIII. Holding Over** – If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month-to-month, or "Tenancy at Will," basis unless the Landlord gives notice for the Tenant to vacate.

**XXIV. Disagreements During the Lease Period** – If a disagreement arises during the lease period, the following actions shall take place:

Check All That Apply

☐ – Litigation - If a dispute arises from either the Landlord or Tenant; the parties have the right to take the matter to the court under the Premises' jurisdiction.

☐ - Mediation with Possible Litigation – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to court.

☐ - Mediation with Possible Arbitration – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to the arbitrator.

- The arbitrator selected will be a third (3<sup>rd</sup>) party to be mutually agreed upon. The arbitrator shall decide all costs directed towards hiring the arbitrator.



The Landlord shall not have to attend the mediation or arbitration process unless Tenant is current with the rental payments, either submitting to the Landlord directly or depositing the funds in an escrow account.

**XXV. Additional Agreements** – Landlord and Tenant additionally agree to the following:

N/A

---

---

---

**XXVI. Entire Lease Agreement** – This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.

**XXVII. Successors and Assignees** – All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement.

**XXVIII. Notices** – All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:

**Landlord**

IBWT Investments, LLC

PO Box 772

Sterling, AK 99672

**Tenant**

Fal Tops, LLC

PO Box 1482

Sterling, AK 99672

**XXIX. Governing Law** – This lease agreement will be governed by and construed in accordance with the laws in the State of Alaska.

**XXX. Counterparts and Modifications**

- The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original.
- Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

**XXXI. Waiver** - If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

XXXII. Early Termination - The tenant ☐ \*has ☐ does not have the option to terminate the lease.

\*The landlord shall allow the tenant to quit or terminate the lease via a penalty of N/A dollars (\$      ). In addition, the tenant must provide written notice to the address stated in Section XXVIII within least        ☐ days ☐ months of the intended end date.

XXXIII. Severability - If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

### Signatures

Landlord

[Signature] / Member

Name: IBWT Investments, LLC

Date:       

☐ - Broker(s)

Name:       

Date:       

Tenant

[Signature] Member

Name: Fat Tops, LLC

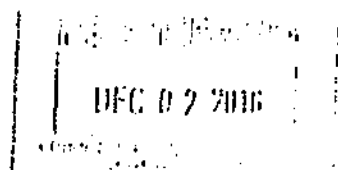
Date: 11/30/16

☒ - Personal Guaranty - Upon my authorization of this agreement, I personally guarantee the performance of all financial obligations under this lease.

[Signature]

Date: 11/30/16

Name: David Parker



# Notary Acknowledgment

State of: ALASKA

County of: Kenai Peninsula

On 11/29/16, before me, Patricia Hime  
(notary)

Personally appeared,

Landlord [Signature]  
Name: SYDNEY STRAUS  
Date: 11/29/16

Tenant [Signature]  
Name: David R. Parker  
Date: 11/29/16

☐ Personally known to me

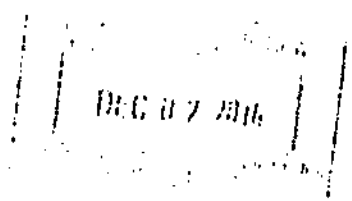
OR

☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

[Signature]  
Notary Signature

Patricia Hime  
Print Name

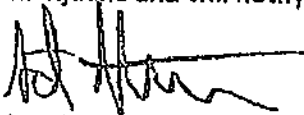


ADDENDUM TO COMMERCIAL LEASE AGREEMENT

February 22, 2017

Section XX: Default.

I Sidney Strauss, the owner/landlord of the proposed premises for Fat Tops Cultivation facility and Fat Tops Retail Store, upon default of lease agreement will not remove or take possession of marijuana and will notify AMCO Enforcement immediately.



Sidney W Strauss

In the Superior Court at Kenai Alaska

Courtroom: KN3

Judge: Charles T. Huguelet

Date: Thursday, June 21, 2018

Clerk: LShockley/Pmiller

Case No: 3KN-18-496CI

Case Title: IBWT Investments, LLC Vs. Fat Tops, LLC

Type of Proceeding: Eviction Hearing

Counsel Present:

Plaintiff: Kristine Schmidt

Defendant: John Pharr

Court Orders: One-day Trial: July 3<sup>rd</sup> @ 8:30 – 1:30pm (AMM)  
(to determine property ownership and trial issues)

\*Log notes to be provided to counsel ✓ email 6-22-18  
JSD

---

Summary of Proceedings:

3:51:48 PM On record

COURT:

Concerned, seems money-laundering operation?  
Federal and state law allegations  
May need to refer out-?

3:52:15 PM Schmidt:  
This is eviction hearing

COURT:

Sounds like more than that, partnership including IBWT investments, owned by these two people,  
changed names around various times, using marijuana business money to pay off loan

3:53:03 PM Schmidt:  
This is only as to possession, should be no other inquiry

3:53:17 PM COURT:  
Denying today

3:53:21 PM He's alleging fraud  
Don't think we'll have time today

Schmidt:  
Were here today for possession hearing  
The building is owned by the LLC  
Manager managed LLC, only Manager has right to Manage company  
Manager bringing eviction to Tenant



Not correct that will wipe out business

Are options, he can move his possessions, personal property to another licensed facility as part of eviction

The building is the goal here, not anything else

LLC wants tenant that pays rent

**COURT:**

Paying the loan?

Schmidt:

Not at all lately

**COURT:**

Who owns?

Schmidt:

Mr. Strauss owns the LLC

Matter handled by attorney for Fat Tops, that attorney did all this paperwork, ownership is in Mr. Strauss, corrected it when Mr. and Mrs. Parker tried to claim they were owners

If look in their motion, Mr. Wells did their paperwork, Mr. Strauss is last person that MR. Wells did paperwork for

100% owner of LLC at this time

Mrs. Parker may have filed paperwork, but

3:56:32 PM

**COURT:**

Exhibit A-?

What do you have establishing that owner?.

Schmidt:

Exhibit

3:57:15 PM

*Witnesses join Conference Line*

3:57:29 PM

**COURT:**

Fat Tops LLC?

Schmidt

Yes, owned by Mr. Parker

Building owned by Mr. Straus, and Business by Mr. Parker

No, no partnership to grow marijuana together

3:58:00 PM

**COURT:**

Allegations of fraud, ownership interest in building, looks like at some time, Parkers were on state papers, members of the LLC, Mr. Parker's affidavit suggests he was part of some sort of conspiracy to move money through LLC's to avoid Mr. Strauss being identified with marijuana hearing

3:58:47 PM

Schmidt:

Separation between owner of building and operation

Not related if look at lease, including last page , Exhibit 2, shows that two different entities and that , on last page, Mr. Strauss, as owner and land lord...*Reads...*

That is why SOA was notified today

4:00:01 PM

Pharr:

Ownership of IBWT on file with state, shows 50/50 Strauss/Parker

As briefed, if Mr. Strauss saying his unilateral action changed ownership, can say hers didn't?

Problem with inconsistency

\$7,000 is mortgage, that's the mortgage, rent never expected

4:01:07 PM

Owner financed

Paid, I do not know?

4:01:23 PM

COURT:

Who pays?

Sounds like your client, then handing it to someone

Pharr:

Don't know if in cash/check

Paying mortgage

4:01:51 PM

Schmidt:

No, rent deposited into bank account , IBWT and mortgage deposited into beneficiary of deed of trust account

Company called Zimco, prior owners of building

4:02:38 PM

COURT:

What are you alleging with rent agreement?

4:02:59 PM

Pharr:

Mr. Strauss never expected any rent, paper transaction with no substance

Realize what getting into, no choice, have to bring it all out, that's what we're doing

\$7000 on Exhibit 4, is the mortgage, now saying mortgage is rent

Never paid rent, not expected been waived under one theory, never real transaction, all just paper to protect Mr. Strauss from having fingerprints on marijuana business

4:04:05 PM

Schmidt:

Not correct

4:04:09 PM

COURT:

IBWT owned by Parker and Strauss with state?

4:04:18 PM

Schmidt:

Parker filed fraudulent document with /SOA saying she's part owner, paperwork processed, doesn't mean its valued

Here so we can get this evidence

4:04:53 PM

COURT:

Think we'll need a trial to determine who owns what, need to see if I need to make referral to

IBWT Investments LLC v. Fat Tops LLC 18-496CI 6-21-18.docx

troopers and FBI

Allegations troubling

Scheme to hid things

Allegations inconsistent, told that state shows that Mrs. Parker is half, used to show Mr. Parker used to be half

Allegations that all joint business to grow/sell marijuana, and protect Mr. Strauss to have his payments paid through rent

4:06:12 PM

Schmidt::

Served with notice to quite a month ago, served this morning with this nonsense, it is a side show, we're here for the FED

That's our right under statutes

COURT:

Don't know who's right it is, under the circumstance

*Clerk change: pmm*

4:07:22 PM

Schmidt

No money coming in to pay rent/mortgages

Mortgage not behind

But nothing pays taxes, or insurance

June rent will be behind if Mr. Strauss doesn't pay it

No rent's been paid

4:07:54 PM

COURT:

He says no rent paid since Aug. 2016

Schmidt

That's not true

4:08:02 PM

Exhibit(s) Identified

4

COURT:

Is this a Jury trial or Judge trial Issue?

Schmidt

I don't know

COURT:

I thought it was standard FED until lunchtime

Pharr

Ask jury trial

COURT:

Not even my case

Judge Moran will be back – I'll be happy to hand it to her, but she's retiring

4:09:01 PM

I don't even know how to schedule it

Pharr

They'll probably want to respond to motion in writing

**COURT:**

Will need to set something, to find out who owns what

4:09:55 PM

Pharr

I would say my portion would take a day

Schmidt

Mine won't take that long

4:11:37 PM

**COURT:**

Reading through the affidavit and motion, if allegations are true, sounds like money laundering operation

4:13:08 PM

July 3<sup>rd</sup> @ 8:30 – 1:30

4:13:37 PM

Off record

4:13:53 PM

On record

*Telephonic party inquires about requesting a transcript of this hearing*

**COURT:**

You can request it any time

It's public

Since you're the state, I don't know if they even charge

Documents in the file, we could probably scan

4:14:51 PM

*Schmidt requests log notes*

**COURT:**

I can order log notes be given to everybody

4:15:07 PM

Off record

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

v.

FAT TOPS, LLC.

Defendant.

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

JUN 21 2018

Clerk of the Trial Courts  
By 251 Deputy

Case No 3KN-18-496 CI

**MOTION FOR EXPEDITED CONSIDERATION**

COMES NOW John C. Pharr of the LAW OFFICES OF JOHN C. PHARR, P.C., counsel for intervenor DAVID R. PARKER, and, pursuant to Civil Rule 77, hereby moves this court for expedited consideration as to the underlying Motion to Intervene in the above referenced case to protect his interests in the subject matter of this suit.

This motion is supported by the attached affidavit of counsel.

DATED this 21<sup>st</sup> day of June 2018.

LAW OFFICES OF JOHN C. PHARR, P.C.  
Attorneys for David R. Parker

By:                     

John C. Pharr

Alaska Bar No. 8211140

LAW OFFICES OF  
JOHN C. PHARR, PC  
733 W. 4th Avenue  
Suite 308  
Anchorage, AK 99501  
Ph (907) 272-2525  
Fax (907) 277-9859



IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC, )  
)  
Plaintiff. )  
)  
v. )  
)  
FAT TOPS, LLC, )  
)  
Defendant. )  
\_\_\_\_\_ )

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

JUN 21 2018

Clerk of the Trial Courts  
By 251 Deputy

Case No 3KN-18-496 CI

AFFIDAVIT OF JOHN C. PHARR

STATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

I, JOHN C. PHARR, being first duly sworn upon oath, depose and state as follows:

1. I am attorney for intervenors David R. Parker.
2. Expedited consideration for this motion is warranted because there is an eviction hearing on, Thursday 6/21/2018 at 4 a.m. and pursuant to Civil Rule 24, intervenor David R. Parker moves the court to protect his interests in the subject matter of this case.

FURTHER YOUR AFFIANT SAYETH NAUGHT.


DATED at Anchorage, Alaska, this 21<sup>st</sup> day of June 2018.

By: 

John C. Pharr, Esq.,  
Alaska Bar No. 8211140

SUBSCRIBED AND AFFIRMED before me this 21<sup>st</sup> day of June 2018, at Anchorage, Alaska.

LAW OFFICES OF  
JOHN C. PHARR, PC  
733 W. 4th Avenue  
Suite 308  
Anchorage, AK 99501  
Ph (907) 272-2525  
Fax (907) 277-9859

  
Notary Public in and for the State of Alaska  
My commission expires: 1/1/2022

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

v.

FAT TOPS, LLC,

Defendant.

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

JUN 21 2018

Clerk of the Trial Courts  
By 251 Deputy

Case No 3KN-18-496 CI

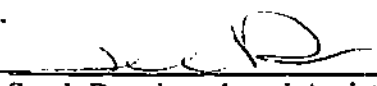
CERTIFICATE OF SERVICE

I hereby certify that on the 21<sup>st</sup> day of June, 2018, I served a true and correct copy of Motion for Expedited Consideration, affidavit of counsel, Motion to Intervene, memorandum, Complaint in Intervention, and proposed orders by fax and hand-delivery on:

Molloy Schmidt, LLC  
110 S. Willow St., Ste 101  
Kenai, Alaska 99611

DATED this 21<sup>st</sup> day of June 2018.

LAW OFFICES OF JOHN C. PHARR, P.C.  
Attorneys for David R. Parker

By:   
Sarah Donahue, Legal Assistant

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

v.

FAT TOPS, LLC,

Defendant.

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

JUN 21 2018

Clerk of the Trial Courts  
By 251 Deputy

Case No 3KN-18-496 CI

MOTION TO INTERVENE

COMES NOW David R. Parker, by and through his attorney John C. Pharr, of the LAW OFFICES OF JOHN C. PHARR, P.C., and moves the court pursuant to Civil Rule 24 to intervene in the above-captioned case.

This motion is supported the enclosed memorandum and complaint in intervention.

DATED this 21<sup>st</sup> day of June, 2018.

LAW OFFICES OF JOHN C. PHARR, P.C.  
Attorneys for David F. Parker

By: 

John C. Pharr  
Alaska Bar No. 8211140

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI  
Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

IBWT INVESTMENTS, LLC,

Plaintiff,

v.

FAT TOPS, LLC,

Defendant.

JUN 21 2018

Clerk of the Trial Courts  
By 251 Deputy

Case No 3KN-18-496 CI

MEMORANDUM IN SUPPORT OF MOTION TO INTERVENE

As portrayed in Fat Tops, LLC's Memo in Support of Motion to Dismiss, this case comes down to a de facto partnership between David R. Parker and Sidney Strauss. Each has ownership interests in the existing parties to the case, IBWT Investments, LLC and Fat Tops, LLC. A partnership need not be in writing or even intended:

A legal partnership is defined by statute as "the association of two or more persons to carry on as co-owners a business for profit ... whether or not the persons intend to form a partnership." [AS 32.06.202(a)]. This definition can be reduced to four "key elements": (1) there is associational intent; (2) there is co-ownership of the resulting business; (3) the partners are in business; and (4) the business is intended to make a profit. "Whether a partnership exists ... is normally a question of fact for the fact finder." Parties' description "of [their] relationship as one of partnership or not is not controlling; their intent may be inferred from their actions."

Recreational Data Services, Inc. v. Trimble Navigation Limited, 404 P.3d 120, 129 (Alaska

2017)(jury reasonably could have found partnership). Further, all partners are jointly liable for debts and obligations of a partnership.<sup>1</sup>

David R. Parker's Complaint in Intervention alleges that Sidney Strauss and he had a de facto partnership. Civil Rule 24(a) provides:

<sup>1</sup> Hayes v. Bering Sea Reindeer Products, 983 P.2d 1280, 1283 (Alaska 1999).

**Intervention of Right.** Upon timely application anyone shall be permitted to intervene in an action when the applicant claims an interest relating to the property or transaction which is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.

"We impose a four-part test to determine whether a movant is entitled to intervene as a matter of right: (1) the motion must be timely; (2) the applicant must show an interest in the subject matter of the action; (3) the applicant must show that this interest may be impaired as a consequence of the action; and (4) the applicant must show that the interest is not adequately represented by an existing party. We favor allowing access to courts and will liberally construe Alaska Civil Rule 24(a)."<sup>2</sup>

All four parts of the test have been met. Mr. Strauss will not adequately protect Mr. Parker's interests – in fact the entire point of this eviction is to convert those interests to himself. For these reasons David R. Parker moves for relief in accordance with his motion.

DATED this 21<sup>st</sup> day of June, 2018.

LAW OFFICES OF JOHN C. PHARR, P.C.  
Attorneys for David F. Parker

By: 

John C. Pharr  
Alaska Bar No. 8211140

<sup>2</sup> Alaskans for a Common Language v. Kritz, 3 P.3d 906, 911-12 (Alaska 2000); *see also* Wichman v. Brenner, 948 P.2d 484, 488 n. 5 (Alaska 1997).

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

vs.

FAT TOPS, LLC,

Defendant.

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

JUN 21 2018

Clerk of the Trial Courts  
By 1017 Deputy

Case No. 3KN-18-496 CI

MOTION TO DISMISS

COMES NOW defendant Fat Tops, LLC, by and through its attorney John C. Pharr, of the LAW OFFICES OF JOHN C. PHARR, P.C., and moves the court to dismiss plaintiff's Complaint pursuant to Civil Rule 12(b)(6).

This motion is supported by the enclosed Memorandum of Law and Exhibits.

DATED at Anchorage, Alaska, this 20<sup>th</sup> day of June 2018.

LAW OFFICES OF JOHN C. PHARR, P.C.  
Attorneys for defendant Fat Tops, LLC

By: [Signature]  
John C. Pharr, Alaska Bar No. 8211140



IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

vs.

FAT TOPS, LLC,

Defendant.

Case No. 3KN-18-496 CI

**MEMORANDUM IN SUPPORT OF MOTION TO DISMISS**

I. INTRODUCTION

This FED was filed in Superior Court rather than District Court for a reason. That being, plaintiff recognizes that there is an issue as to title to the property, so that the District Court does not have jurisdiction under AS 22.15.050 and Kopanuk v. AVCP Regional Housing Authority, 902 P2d 813, 817 (Alaska 1995)(district court has FED jurisdiction only if no equitable ownership interests). There is a lot more to this case than was portrayed in the standard court form FED complaint. In addition to the title issue, and other issues, the plaintiff LLC was never authorized to file this action by its members as required by law. This is an attempt by Sidney Strauss to take over the marijuana business that David R. Parker and he put together, masquerading as an eviction. This is a partnership gone sour and should proceed as such.

II. FACTS

The following facts are drawn from the affidavits of David R. Parker (Exhibit A) and his wife Queen Aleta Parker (Exhibit B).

LAW OFFICES OF  
JOHN C. PHARR, PC  
733 W. 4th Avenue  
Suite 308  
Anchorage, AK 99501  
Ph: (907) 272-2525  
Fax: (907) 277-9859

Sidney Strauss and David F. Parker met 6 or 7 years ago and they were fishing buddies. In the spring of 2016 Mr. Strauss called Mr. Parker out of the blue and said he was interested in getting into the marijuana business. Mr. Strauss asked if he was interested in getting into that business and Mr. Parker said yes. They formed a business plan, hired Lance C. Wells, Alaska Cannabis Law Group LLC to deal with licensing requirements, and began looking for a property for the business. Mr. Parker knew Marc Zimmerman and asked him if he would sell property Mr. Strauss and Mr. Parker were interested in, and he said he would.

Mr. Strauss and Mr. Parker drafted documents governing the partnership, a Partnership Agreement of IBWT Investment, LLC (Exhibit A-1) and Business Contract between Fat Tops, LLC and IBWT Investments, LLC (Exhibit A-2). Signed copies, if there are any, would have been kept in a file cabinet at the business premises at 36380 Murray Lane, Soldotna, but about two months ago Mr. Strauss asked the bookkeeper, Willa Tallman, to sneak into the office and take documents. She told Mr. Parker, and the unsuspecting Mr. Parker told her that Mr. Strauss is a 50% owner and is entitled to any documents he wants, so she does not have to go about it secretly. He does not know what documents Mr. Strauss ended up taking.

A limited liability company, plaintiff IBWT Investments, LLC was formed on August 18, 2016 to buy the property. Mr. Parker was the Organizer and originally Mr. Strauss and he each owned 50% of the limited liability company.<sup>1</sup> Although in the Articles of Organization Mr. Strauss was designated as the manager as well as a member and 50% owner, no Articles of Organization were ever signed for IBWT Investments LLC so he had no specified duties. On the contrary, Mr. Strauss left the operation of the business to Mr. Parker, who was the hands-on partner while Mr. Strauss was the money partner.

---

<sup>1</sup> Exhibits A-3 (Certificate of Organization), A-4 (Articles of Organization), and A-5 (Initial Biennial Report).

Plaintiff IBWT Investments, LLC bought 2-1/2 acres and a 7000 square foot building in Soldotna, Lot 2A, Block 1, Longmere Estates. The Warranty Deed<sup>2</sup> and Deed of Trust<sup>3</sup> were signed on 9/6/16 and recorded 9/20/16. They paid a down payment of \$50,000 on the \$650,000 purchase price. Mr. Parker paid \$6000 and Mr. Strauss paid \$44,000. IBWT was the borrower, but Mr. Strauss and Mr. Parker would both be personal guarantors of the \$600,000 purchase price. It was owner-financed – seller “carried its own paper” – with no bank loan involved.

On 9/30/16 Fat Tops, LLC was formed as a marijuana cultivation facility and retail store with Mr. Parker as the 100% owner.<sup>4</sup> Fat Tops LLC was only formed to distance IBWT Investments, LLC from marijuana cultivation, since Mr. Strauss was concerned about his ability to borrow money. Marijuana is still illegal under federal law and banks will not touch a loan to a marijuana business. Mr. Strauss confided in Mr. Parker that he had to lie on his credit applications about his connections to Mr. Parker and his wife for fear that they would ask questions about what type of business he is renting to. Mr. Parker always told him that you are not renting to him (Mr. Parker) because he owns half the property.

IBWT was created was to funnel the profits from the marijuana business to Mr. Strauss, concealing from creditors the source of his income. Once Fat Tops started earning money, Mr. Strauss directed how that money would be spent. Mr. Parker objected because that plan kept Fat Tops with inventory in retail and broke. It was necessary for Mr. Parker and his wife to fund the business so it could make the payments that were previously arranged. Without adequate inventory, a reasonable storefront and adequate amount of equipment in cultivation to operate,

LAW OFFICES OF  
JOHN C. PHARR, PC  
733 W. 4th Avenue  
Suite 308  
Anchorage, AK 99501  
Ph (907) 272-2525  
Fax (907) 277-9859

---

<sup>2</sup> Exhibit A-6.

<sup>3</sup> Exhibit A-7.

<sup>4</sup> Exhibit A-13 (Fat Tops LLC Certificate of Organization), A-14 (Articles of Organization), A-15 (Initial Biennial Report).

Fat tops has not been able to reach its earning potential. It still does not have many of the equipment it needs to complete its cultivation facility that was promised.

After Fat Tops opened to the public, Mr. Strauss demanded daily sales reports and would occasionally stop by to give his demands on what should be paid for and what should not be paid for. He controlled the Fat Tops business until Mr. Parker discovered that he took Ms. Parker off IBWT, at which time they no longer trusted him and things began to unravel between Mr. Parker and Mr. Strauss.

Mr. Strauss stopped helping to fund the tenant improvements necessary to facilitate Fat Tops operation and use of the property, which depleted Fat Tops' income. Mr. Parker and his wife built the business (ie tenant improvements, inventory costs, insurance for Fat Tops, taxes, insurance for IBWT, employee costs, inventory, and supplies. In the lease agreement the tenant improvements were to be paid for by IBWT and it says that Fat Tops would not be liable for those necessary costs. IBWT stopped funding the construction after about 80% complete. It was income from Fat Tops that finished the construction.

Fat Tops currently employs eight people but needs 12-14 employees to function fully. Mr. Parker and his wife and I fill the other positions. He works seven days a week on the cultivation side growing the marijuana, harvesting, drying, packaging, selling, and deliveries, and in retail as a cashier, manager and inventory control, packaging, labeling, building maintenance, and yard maintenance. Ms. Parker has worked side by side with her husband from the beginning while also taking care of their two children, and the couple's home and pets. Fat Tops income pays all of the bills for IBWT and Fat Tops.

When they started the business, Mr. Parker explained to Mr. Strauss that this business was going to be very expensive and also it would take some time before Fat Tops would be able

to produce at its full potential. Mr. Strauss told Mr. Parker he had at least \$3 million available and that he would pay for the cost of the business, and the start-up inventory. He also told Mr. Parker he would pay him a salary of \$8,000 a month salary until Fat Tops had income. Mr. Parker responded that he did not need \$8,000 a month that \$4,000 would be enough, and that he could live off his savings until December 2016. Mr. Strauss reneged on their verbal agreement and refused to pay Mr. Parker. Mr. Strauss knew Mr. Parker was locked in, and had no choice but to move forward and keep working. With no income, Mr. Parker's family struggled through the winter.<sup>5</sup> On top of everything else, Ms. Parker is fighting cancer and has recently had to undergo surgery. But she still works every day without pay.

IBWT was supposed to supply Fat Tops with a completed building ready for Fat Tops' operation. All tenant improvements were to be paid for by IBWT. After construction began Mr. Strauss claimed that IBWT was not able to afford the infrastructure necessary to complete all the tenant improvements for Fat Tops to operate which created a huge burden on Fat Tops' cultivation. They opened the retail store with minimal inventory and no capital.

Mr. Strauss allocated a certain amount of money for Fat Tops but made every decision on how that money was to be spent and much of that money was spent on infrastructure. Fat Tops was forced to start growing before it had adequate ventilation, air conditioning, air filtration and humidity control systems. Mr. Strauss directed Mr. Parker to fill the building with plants, and turn on every light, which caused excessive heat and stress on the plants. They were not able to

---

<sup>5</sup> For example, the boiler at the building failed and Mr. Parker had to heat the building by using his money to buy propane for heat for five days between Dec. 23-28, 2016 while they waited for a plumber to show up at Christmas and repair a boiler. This was it was 5 days of constant running back and forth of constant care and refilling propane tanks.

produce high quality marijuana as a result therefore have an excessive amount of marijuana that cannot be easily sold, further hindering the ability to make money.

On 10/19/16 Mr. Strauss and Mr. Parker agreed to replace Mr. Parker with his wife Queen Aleta Parker as 50% owner and member of the IBWT Investments, LLC.<sup>6</sup> Mr. Strauss did not want a person who owns a marijuana facility as a partner on paper. Mr. Strauss owns an assisted living home, Riverside Assisted Living, and for that reason and because of the issue of banks loaning him money, did not want to be affiliated in any public records with a marijuana cultivation business. (IBWT stands for "In Bud We Trust.")

On 11/6/17, unknown to either Mr. Parker or his wife, Mr. Strauss unilaterally made himself 100% owner.<sup>7</sup> In addition, the principal place of business and address of the registered agent where the state would send documents started out as Mr. Parker's home address, 29008 Whale of a Tail Avenue, Sterling, AK 99672. But on 11/29/17 Mr. Strauss unilaterally changed his address as registered agent to *his* home address in order to conceal what he had done from Mr. Parker and his wife.<sup>8</sup>

Mr. Parker and his wife finally got wind of what Mr. Strauss had done few months ago because they read emails they were copied with between Mr. Strauss and the CPA. On 6/8/18, Ms. Parker filed documents with the state putting herself back on as 50% owner of the LLC.<sup>9</sup> The Department of Commerce, Community and Economic Development, Corporations Division currently reflects Queen Aleta Parker as 50% owner of the LLC.<sup>10</sup>

LAW OFFICES OF  
JOHN C. PHARR, PC  
733 W. 4th Avenue  
Suite 308  
Anchorage, AK 99501  
Ph (907) 272-2525  
Fax (907) 277-9859

---

<sup>6</sup> Exhibit A-11.

<sup>7</sup> Exhibit A-12 (Notice of Change of Officials), A-13 (2018 Biennial Report).

<sup>8</sup> Exhibit A-14.

<sup>9</sup> Exhibit A-15.

<sup>10</sup> Exhibit A-16.



After he discovered that Ms. Parker had been removed from IBWT, Mr. Parker met with and sought an explanation from Mr. Strauss. His answer was that he needed to conceal his income from the marijuana business and his partnership from his creditors, that he was trying to get a "jumbo loan" for his assisted living business. Mr. Parker told him this cannot stand, he must put Ms. Parker back on IBWT, we do not agree to this at all. Mr. Strauss said he would think about it and stopped communication and trying to control how Fat Tops spent its money. The next time Mr. Parker heard from him was by certified mail that Fat Tops was delinquent on rent and owed IBWT \$170,000. Since Fat Tops, LLC is part of Mr. Parker's and Mr. Strauss's partnership and business model, essentially Mr. Parker is evicting himself. Mr. Strauss's unilateral action transferring the other 50% ownership interest of IBWT to himself on 11/6/17 was without the agreement or even knowledge of either Mr. Parker or his wife and neither authorized the filing of this lawsuit.

Fat Tops, LLC never paid rent to IBWT. Mr. Parker and his wife as Fat Tops, LLC, put money from the marijuana business in the IBWT bank account to cover the \$7000 monthly mortgage payment, basically paying the mortgage, an arrangement that Mr. Strauss engineered. When he signed the lease agreement, and repeatedly thereafter, Mr. Parker commented that half of the lease payment was his, a statement that Mr. Strauss never contested. They agreed verbally however that Fat Tops would not be liable for rent until Fat Tops opened and could afford to pay rent, which has not happened. Once Fat Tops started receiving income, Fat Tops made the mortgage payment for IBWT and has ever since as well as all of IBWT expenses and all of Fat Tops expenses. Then Mr. Parker received a bill from Sid on behalf of IBWT that Fat Tops owed \$170,000 in rent.

Mr. Strauss was kind enough to send notice of this eviction to AMCO (Alcohol and Marijuana Control Board).<sup>11</sup> If Fat Tops is evicted, AMCO has told me it is standing by to confiscate 250 lb. of marijuana. The value of that marijuana plus the \$200,000 Mr. and Ms. Parker have invested amounts to at least \$1 million loss.

Mr. Parker is counterclaiming for an accounting between himself and Mr. Strauss.

### III. ARGUMENT

A. *The FED Complaint must be dismissed as ultra vires, not authorized by more than half the owners of IBWT Investments, LLC as required by law.*

Civil Rule 12(b)(6) provides that "Every defense, in law or fact, to a claim for relief in any pleading, whether a claim, counter-claim, cross-claim, or third-party claim, shall be asserted in the responsive pleading thereto if one is required, except that the following defenses may at the option of the pleader be made by motion:...(6) failure to state a claim upon which relief can be granted...A motion making any of these defenses shall be made before pleading if a further pleading is permitted."

Rule 12(b)(6) dismissals should be granted when "it appears beyond doubt that the plaintiff can prove no set of facts in support of the claims that would entitle the plaintiff to relief."<sup>12</sup> Further, "While 'the [Rule 12(b)(6)] threshold may be low, it is real - and it is the plaintiff's burden to take the step which brings his case safely into the next phase of litigation.'"<sup>13</sup>

In Pederson v. Blythe, 292 P3d 182 (Alaska 2012), the court considered what materials the court can take into account on a motion to dismiss under Rule 12(b)(6):

<sup>11</sup> Exhibit A-17.

<sup>12</sup> Lowell v. Hayes, 117 P.3d 745, 750 (Alaska 2005)(judgment on the pleadings upheld).

<sup>13</sup> Valdez Fisheries Development Assn, Inc. v. Aljeska Pipeline Service Co., 45 P3d 657, 667 (Alaska 2002)(contract claim dismissed on the pleadings).

If a party submits a motion to dismiss that relies on materials outside the pleadings, the superior court may either exclude the evidence or convert the motion into one for summary judgment. In either event, the court must "expressly state whether [it has] in fact excluded or considered [outside] materials" in reaching its decision. If the court converts the motion to one for summary judgment, it must give opposing parties a "reasonable opportunity to present all materials made pertinent." ...

We have implied in the past that courts may consider materials outside the pleadings on a motion to dismiss if those materials are subject to "strict judicial notice." Other authorities have found "strict judicial notice" to encompass statutes and regulations, matters of public record (including other court proceedings), and matters of common knowledge. But just as it does when converting a motion to dismiss, the court must give notice to the opposing party of its intent to take judicial notice and "afford him an opportunity to dispute the facts judicially noticed."

Pederson v. Blythe, 292 P3d at 184-85.

Defendant Fat Tops, LLC has included documents that are matters of public record and about which there can be no reasonable dispute.<sup>14</sup> Therefore the court should consider the exhibits to this motion.

AS 10.50.150(a) of the Alaska Revised Limited Liability Company Act provides.

Unless otherwise provided in an operating agreement of the company, the company's articles of organization, or by this chapter, if the company is not managed by a manager, the consent of more than one-half of all of the members of a limited liability company is required to decide the affairs of the company.

The original members of plaintiff IBWT Investments, LLC were David R. Parker and Sidney Strauss, later changed to Queen Aleta Parker and Sidney Strauss. The lease itself that plaintiff seeks to enforce was signed by Mr. Strauss as "member" and Mr. Parker as "member" of Fat Tops, LLC. The 5/16/18 Notice to Quit was signed by Mr. Strauss as "member." Mr. Strauss then unilaterally changed ownership to himself as 100% owner and member, and Ms. Parker unilaterally put herself back on as 50% owner and member. If Mr. Strauss is going to argue that

<sup>14</sup> Hutka v. Sisters of Providence, 102 P3d 947, 957 n. 32 (Alaska 2004)(judicial notice appropriate only if facts not subject to dispute).

the latter change was unauthorized because unilateral, he has a certain conceptual problem, because that means his action was likewise unauthorized because unilateral. If *his action* was *authorized* despite being unilateral, that means *Ms. Parker's action* was authorized because unilateral. Either way, the members were Sidney Strauss and Queen Aleta Parker, and this suit was authorized by only one-half of the members, and not more than one-half of the members.

A corporate action which is ultra vires ("beyond any authority whatsoever") is void.<sup>15</sup> This eviction action was never authorized by IBWT Investments, LLC. Because the plaintiff failed to state a claim against defendant Smoker's Choice, LLC upon which relief can be granted, dismissal should be entered in accordance with Civil Rule 12(b)(6).

*B. The FED Complaint must be dismissed because defendant has an equitable ownership interest in the property where defendant Fat Tops, LLC is an alleged tenant; Mr. Strauss waived rent payments.*

As noted at the outset, there has to be a reason why this FED was filed in Superior Court rather than District Court. By filing in Superior Court, plaintiff tacitly conceded that there is an issue as to title to the property, so that the District Court does not have jurisdiction.<sup>16</sup>

The property where Fat Tops, LLC is an alleged tenant is owned by IBWT Investments, LLC, which in turn is owned 50% by Queen Aleta Parker and 50% by Sidney Strauss. That gives Queen Aleta Parker an ownership interest in the property, and defendant is filing a counterclaim and third-party complaint for accounting of who owes who what. The parties would have to

<sup>15</sup> Stevens v. State, ABC Board, 257 P3d 1154, 1158-59 (Alaska 2011); Douglas Indian Association v. Central Council of Tlingit and Haida Tribes of Alaska, 403 P3d 1172 (Alaska 2017)("without any authority whatsoever").

<sup>16</sup> AS 22.15.050 and Kopanuk v. AVCP Regional Housing Authority, 902 P2d 813, 817 (Alaska 1995)(district court has FED jurisdiction only if no equitable ownership interests).

litigate that claim before ruling that Fat Tops, LLC owes IBWT \$172,705.11 in rent or anything else.

In addition, it is clear that despite the lease, in reality defendant owes no rent to plaintiff. Mr. Strauss expressly waived any rent until the business made enough money, and even then he agreed that half the rent went to Mr. Parker.<sup>17</sup> In Vinson v. Hamilton, 854 P2d 733 (Alaska 1993), the supreme court ruled that the issue of the existence of an oral one-year lease "goes to the heart of the question of possession." Id. at 736.

The existence of equitable ownership and rent waiver issues prevents the use of FED procedures. The court would have to determine the validity of such issues. In addition to Kopanuk v. AVCP Regional Housing Authority, 902 P2d 813, 817 (Alaska 1995), the court litigated such issues in Shooshanian v. Dire<sup>18</sup> and Alaska Fur Gallery, Inc. v. Hwang.<sup>19</sup>

This is especially true since Mr. Parker and his cancer-stricken wife stand to lose everything they worked so hard for, over \$1 million, if they are evicted. The law of equity "abhors a forfeiture."<sup>20</sup>

*C. The FED Complaint must be dismissed because plaintiff seeks to enforce a contract that is illegal and against public policy.*

A court will not enforce a contract that is illegal or against public policy.<sup>21</sup> In the instant case, Mr. Strauss has plenty to answer for; why he commenced this action in view of his

<sup>17</sup> Exhibit A, ¶25. Mr. Strauss's silence in response to Mr. Parker's repeated assertions that Mr. Parker is entitled to half the rents constitutes an acceptance by silence. Lexington Ins. Co. v. Lindahl Construction & Engineering, 47 P3d 1081, 1086-87 (Alaska 2002)(acceptance by silence); Brigdon v. Lamb, 929 P2d 1274, 1278 (Alaska 1997)(same).

<sup>18</sup> 237 P3d 618 (Alaska 2010)(transferred to superior court; option to purchase expired, tenant no interest in property).

<sup>19</sup> 394 P3d 511, 514-15 (Alaska 2017)(option to purchase too indefinite).

<sup>20</sup> Young v. Embly, 143 P3d 936 (Alaska 2006)("equity abhors a forfeiture"); Blood v. Kenneth A. Murray Insurance, Inc., 151 P3d 428, 433 (Alaska 2006)("the law generally regards real estate foreclosures to be abhorrent and will seize upon slight circumstances to relieve a party therefrom").

widespread illegal conduct is a mystery. He has committed bank fraud, probably wire fraud and filed a false document with the Department of Commerce, a "C" Felony.<sup>22</sup> People have done federal time for less than what he has done. Mr. Strauss has a hidden financial interest in a marijuana licensee. Then there is the nefarious purpose for which he seeks to use the court system – to take advantage of and get rid of a partner and take everything he and his wife have and worked for, by means of half-truths and outright fabrications. There is no way the court should enforce this alleged lease.

*D. The FED Complaint must be dismissed because the notice is improper.*

In a superior court decision in Kegley v. Nakamoto, 3AN-01-11128 CI, Judge Rinder ruled that "strict compliance" with "statutory notice provisions" is required under Alaska law.<sup>23</sup> The result was that tenants cannot be evicted for nonpayment of late fees, which has found its way onto the notice form supplied by the Alaska Court System.<sup>24</sup>

In the instant case the notice would be prescribed by AS 09.45.105(1)(A), including "the nature of the breach or violation of the lease or rental agreement or other reason for termination of the tenancy of the tenant or person in possession."

Plaintiff's notice alleges that defendant owes \$172,705.11 in unpaid rent. That is a preposterous figure and is tethered to nothing that exists in reality. According to Mr. Parker, Fat Tops LLC owes no rent, and even if it does, he is entitled to half of it. Where Mr. Strauss got this

---

<sup>21</sup> Diksen v. Troxell, 938 P2d 1009, 1013 n. 5 (Alaska 1997)(unenforceable in whole or in part); Jimerson v. Tetlin Native Corporation, 144 P2d 470 (Alaska 2006)(settlement contrary to statute, against public policy); Leisnoi, Inc. v. Merdes & Merdes, P.C., 307 P3d 879 (Alaska 2013)(contrary to statute; "serious" illegalities; whether court must raise sua sponte); State v. Public Safety Employees Ass'n, 323 P3d 670, 676 (Alaska 2014)("a court may refuse to enforce illegal contracts").

<sup>22</sup> AS 11.46.505.

<sup>23</sup> Exhibit C.

<sup>24</sup> See form CIV-725 "You are notified that you owe rent in the amount of \$\_\_\_\_\_. (This amount does not include any late fees that you may also owe. You may not be evicted for non-payment of late fees.)"



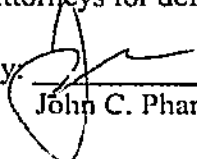
figure is anybody's guess. Thus "the nature of the breach or violation" has not been specified exactly, and under Alaska law a correct figure is required for the notice to be valid.

#### IV. CONCLUSION

Mr. Strauss should be careful what he wishes for. Taking on a partner who knows all your secrets is hazardous. But he started it. In any event, as noted initially this is not a valid eviction, but a business dispute that must be litigated. For these reasons the complaint should be dismissed.

DATED at Anchorage, Alaska, this 20<sup>th</sup> day of June 2018.

LAW OFFICES OF JOHN C. PHARR, P.C.  
Attorneys for defendant Fat Tops, LLC

By:   
John C. Pharr, Alaska Bar No. 8211140

LAW OFFICES OF  
JOHN C. PHARR, PC  
733 W. 4th Avenue  
Suite 308  
Anchorage, AK 99501  
Ph (907) 272-2525  
Fax (907) 277-9859

## IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

## THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

v.

FAT TOPS, LLC,

Defendant.

Case No 3KN-18-496 CI

AFFIDAVIT OF DAVID R. PARKER

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

) ss.

I, DAVID R. PARKER, being first duly sworn upon oath, depose and state as follows:

1. Sidney Strauss and I met 6 or 7 years ago and were fishing buddies. In the spring of 2016 he called me out of the blue and said he was interested in getting into the marijuana business. He asked me if I was interested in getting into that business and I said I was.

2. We formed a business plan and then hired Lance C. Wells, Alaska Cannabis Law Group LLC to deal with licensing requirements. We began looking for a property for the business. I knew Marc Zimmerman and asked him if he would sell us property Sid and I were interested in, and he said he would.

3. We drafted documents governing the partnership, a Partnership Agreement of IBWT Investment, LLC (Exhibit A-1) and Business Contract between Fat Tops, LLC and IBWT Investments, LLC (Exhibit A-2). Signed copies, if there are any, would have been kept in a file cabinet at the business premises at 36380 Murray Lane, Soldotna, but about two months ago Sid asked the bookkeeper to sneak in and take documents. Willa Tallman, the bookkeeper, told me about it. Not suspecting anything, I told her that he's a 50% owner and is entitled to any

documents he wants, so she does not have to go about it secretly. I'm not sure what he took.

4. Plaintiff IBWT Investments, LLC was formed on August 18, 2016 to buy the property. I was the Organizer and originally Sid and I each owned 50% of the limited liability company. Exhibits A-3 (Certificate of Organization), A-4 (Articles of Organization), and A-5 (Initial Biennial Report).

5. Although in the Articles of Organization Sid was designated as the manager as well as a member and 50% owner, to my knowledge no Articles of Organization were ever signed. Sid left the operation of the business to me. I was the hands-on partner and he was the money partner.

6. IBWT Investments, LLC bought 2-1/2 acres and a 7000 square foot building in Soldotna, Lot 2A, Block 1, Longmere Estates. The Warranty Deed (Exhibit A-6) and Deed of Trust (Exhibit A-7) were signed on 9/6/16 and recorded 9/20/16.

7. We paid a down payment of \$50,000 on the \$650,000 purchase price. I paid \$6000 and Sidney paid \$44,000. IBWT was the borrower, but Sidney and I would both be personal guarantors of the \$600,000 purchase price. No bank loan was involved; it was owner-financed.

8. On 9/30/16 Fat Tops, LLC was formed as a marijuana cultivation facility and retail store. I am 100% owner. Exhibit A-13 (Fat Tops LLC Certificate of Organization), A-14 (Articles of Organization). I am the 100% owner of Fat Tops, LLC Exhibit A-15 (Initial Biennial Report).

9. Fat Tops LLC was only formed to distance IBWT Investments, LLC from marijuana cultivation, since Sid is concerned about his ability to borrow money. Marijuana is still illegal under federal law and banks will not touch a loan to a marijuana business. IBWT was created was to funnel the profits from the MJ business to Sid, concealing the source of his income from creditors. Once Fat Tops started earning money, Sid directed how that money would be spent. I contested that part of his plans because it kept Fat Tops broke, we would have

no inventory in retail if we followed Sid's plan. It was necessary for us to fund the business so it could make the payments that were previously arranged. Without adequate inventory, a reasonable storefront and adequate amount of equipment in cultivation to operate, Fat tops has not been able to reach its earning potential we still don't have many of the things we need to complete our cultivation facility that was promised under the lease agreement.

10. On 10/19/16 Sid and I agreed to replace me with my wife Queen Aleta Parker as 50% owner and member of the IBWT Investments, LLC. Exhibit A-<sup>16</sup>~~14~~. He did not want a person who owned a marijuana facility as a partner on paper. He owns an assisted living home, Riverside Assisted Living, and for that reason and because of the issue of banks loaning him money, did not want to be affiliated in any public records with a marijuana cultivation business. (Little do his creditors know that IBWT stands for "In Bud We Trust.") Sid confided in me that he had to lie on his credit applications about his connections to me or my wife for fear that they would ask questions about what type of business he is renting to. I have told him and have always said and protested that you are not renting to me. I own half the property. I believe Sid did obtain a loan for his assisted living business under fraudulent information on his loan application.

11. On 11/6/17, unknown to either my wife or me, Sid unilaterally made himself 100% owner. Exhibit A-<sup>17</sup>~~12~~ (Notice of Change of Officials), A-<sup>18</sup>~~13~~ (2018 Biennial Report). The principal place of business and address of the registered agent where the state would send documents started out as my home address, 29008 Whale of a Tail Avenue, Sterling, AK 99672. But on 11/29/17 Mr. Strauss unilaterally changed his address as registered agent to his home address in order to hide what he had done from my wife and me. Exhibit A-<sup>19</sup>~~14~~.

12. A few months ago, my wife and I finally got wind of what Sid had done because we were copied with emails between Sid and the CPA where Sid made reference to the ownership of IBWT. On 6/8/18, my wife filed documents with the state putting herself back on as 50% owner of the LLC. Exhibit A-<sup>20</sup>~~15~~. The Department of Commerce, Community and

Economic Development, Corporations Division currently reflects my wife Queen Aleta Parker as 50% owner of the LLC (Exhibit A-<sup>21</sup>16).

13. After Fat Tops opened to the public, Sid demanded daily sales reports and would occasionally stop by to give his demands on what should be paid for and what should not be bought. Sid controlled the Fat Tops business until we discovered that Sid took Queen off IBWT. We no longer trusted him to direct all of Fat Tops funds. I have paid myself only nominal amounts of money for income, mostly reimbursements.

14. After I discovered that Queen had been removed from IBWT, I had a meeting with Sid, I wanted an explanation. His answer was that he needed to conceal his income from the marijuana business and his partnership from his creditors, that he was trying to get a jumbo loan for his assisted living business. I told him this cannot stand, he must put Queen back on IBWT, we do not agree to this separation at all. He said he would think about it. He stopped communication at that time and stopped trying to control how Fat Tops spent its money. The next time I heard from him was by certified mail that Fat Tops was delinquent on rent and owed IBWT \$170 grand.

15. Fat Tops, LLC never paid rent to IBWT. My wife and I as Fat Tops, LLC, put money from the marijuana business in the IBWT bank account to cover the \$7000 monthly mortgage payment, so we are paying the mortgage. Sid engineered this arrangement. He removed my wife from the bank account at the same time he changed the ownership of IBWT to himself, but did not tell us the real reason.

16. Sid's unilateral action transferring the other 50% ownership interest of IBWT to himself on 11/6/17 was without the agreement or even knowledge of either my wife or me.

17. Neither of us authorized the filing of this lawsuit. Since Fat Tops, LLC is part of Sid's and my partnership and business model, essentially I am evicting myself.

18. Sid was also kind enough to send notice of this eviction to AMCO (Alcohol and Marijuana Control Board). Exhibit A-<sup>22</sup>17. If Fat Tops is evicted, AMCO has told me it is

standing by to confiscate 250 lb. of marijuana.

19. The value of that marijuana plus the \$200,000 I have invested amounts to at least \$1 million-dollar loss. I am asking the court to admonish Sid for trying to fraudulently remove Queen from the title to the property and 50% ownership of IBWT. Queen and I are putting in considerable amounts of money by putting up the earnest money and making the monthly mortgage payments So we are clearly highly invested in this property.

20. Sid stopped helping to fund the tenant improvements necessary to facilitate Fat Tops operation and use of the property which depleted Fat Tops' income. My wife and I built the business (ie tenant improvements, inventory costs, insurance for Fat Tops, taxes, insurance for IBWT, employee costs, inventory, supplies...

21. In the lease agreement the tenant improvements were to be paid for by IBWT and it says that Fat Tops would not be liable for those necessary costs. IBWT stopped funding the construction after about 80% complete. It was income from Fat Tops that finished the construction. Fat Tops currently employs eight people. Fat Tops needs 12-14 employees to function fully.

22. Currently my wife and I fill the other positions. That means I have abandoned my personal life. I work 7 days per week. On the cultivation side growing the marijuana, harvesting, drying, packaging, selling, deliveries...I also work in retail as a cashier, manager and inventory control, packaging, labeling, building maintenance, yard maintenance. My wife has worked side by side with me from the beginning while also taking care of our two children and taking care of our home and pets. Fat Tops income pays all of the bills for IBWT and Fat Tops.

23. When we started the business, I explained to Sid this was going to be very expensive and also it would take some time before Fat Tops would be able to produce at its full potential. He told me he had at least 3 million dollars available and that he would pay for the cost of the business, and the start-up inventory and would pay me a salary until Fat Tops had income. He told me that he would pay me \$8,000 a month salary until Fat Tops had income. I told him

that I didn't need \$8,000 a month that \$4,000 would be enough. I told him I could live off my savings until Dec. 2016.

24. When I called him for pay, he reneged on our verbal agreement and refused to pay me anything. Both he and I knew I was locked in, I had no choice but to move forward I had to keep working. With no income, my family struggled through the winter. (For example, the boiler at the building failed and I had to heat the building by using my money to buy propane for heat while we waited for a plumber to show up at Christmas time and repair a boiler. This was between Dec. 23-28 2016. It was 5 days of constant running back and forth of constant care and refilling propane tanks).

25. Even though now my wife is fighting cancer and has recently had to undergo surgery, she still works every single day without pay trying to help keep this business going. When I signed the lease agreement, I commented that half of the lease payment was mine. And that statement was never contested even though I repeated it over and over again until I received a bill from Sid on behalf of IBWT that Fat Tops owed \$170,000 in rent. We agreed verbally however that Fat Tops would not be liable for rent until Fat Tops opened and could afford to pay rent. Once Fat Tops started receiving income, Fat Tops made the mortgage payment for IBWT and has ever since as well as all of IBWT expenses and all of Fat Tops expenses.

26. I understand that Sid wants out of the business and he should have a fair and equitable settlement for his investment. I have offered to buy his half of IBWT and secure that note with a second deed of trust on the property. My offer was ignored instead I am summoned to court to contest lies and protest this extremely unfair treatment..

27. I also have a complaint against Sid for his neglect to send me the IRS K-1 form which is necessary for filling my federal tax returns.

28. IBWT was supposed to supply Fat Tops with a completed building ready for Fat Tops' operation. All tenant improvements were to be paid for by IBWT. After construction began Sid claimed that IBWT was not able to afford the infrastructure necessary to complete all




the tenant improvements for Fat Tops to operate which created a huge burden on Fat Tops' cultivation. We opened the retail store with minimal inventory and no capital of its own.

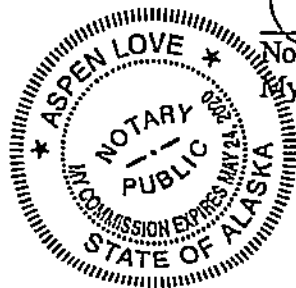
29. Sid allocated a certain amount of money for Fat Tops but made every decision on how that money was to be spent and we spent much of that money on infrastructure. Fat Tops was forced to start growing before we had adequate ventilation, air conditioning, air filtration and humidity control systems. I was directed by Sid to fill the building, and turn on every light, which caused excessive heat and stress on our plants. We were not able to produce high quality marijuana as a result therefore we have an excessive amount of Marijuana that cannot be easily sold, further hindering our ability to make money.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

DATED this 20<sup>th</sup> day of June 2018.

  
David R. Parker

SUBSCRIBED AND SWORN TO before me this 20<sup>th</sup> day of June 2018.



  
Notary Public in and for Alaska

My Commission Expires: 5/21/2020

# PARTNERSHIP AGREEMENT of IBWT Investment, LLC

This AGREEMENT of PARTNERSHIP is made as of [Date], by and between the undersigned Partners.

The undersigned hereby form a General Partnership in, and in accordance with the laws of, the State of [State].

The name of the Partnership shall be [Partnership Name].

The Partnership shall begin on [Date], and shall continue until [Date] of the same year and thereafter from year to year unless earlier terminated as hereinafter provided.

The purpose of the Partnership shall be to invest the assets of the Partnership in stocks, bonds, and securities for the financial and educational benefit of the Partners, while employing fundamental principles and techniques of sound investment practices.

Periodic meetings shall be held regularly as determined by the Partnership.

The Partners will each make minimum monthly investments of \$(Amount) at regular monthly meetings. Partners may also make optional additional contributions in any \$(Amount) increment(s). Regular monthly contributions, normally collected at meetings, are due prior to the scheduled meeting in the case of any planned absence, or by the end of the third day after the meeting from anyone who was unable to attend that monthly meeting due to an emergency or illness. No Partner's capital account shall exceed twenty percent (20%) of the capital accounts of all Partners.

The current value of the assets of the Partnership, less the current value of the debts and liabilities of the Partnership (hereinafter referred to as the "value of the Partnership") shall be determined at a regularly scheduled date and time (hereinafter referred to as the "valuation date") preceding the date of each periodic meeting.

There shall be maintained a capital account in the name of each Partner. Any increase or decrease in the value of the Partnership on any valuation date shall be credited or debited, respectively, to each

Partner's capital account on that date. Any other method of valuating each Partner's capital account may be substituted for this method, provided the substituted method results in exactly the same valuation as previously provided herein. Each Partner's contribution to, or capital withdrawal from, the Partnership shall be credited or debited, respectively, to that Partner's capital account.

Except as otherwise determined, all decisions shall be made by the Partners whose capital accounts total a majority of the value of the capital accounts of all the Partners.

Net profits and losses of the Partnership shall inure to, and be borne by, the Partners, in proportion to the value of each of their capital accounts.

The Book of Account shall be a complete set of accounts, consisting of assets, liabilities, individual Partnership accounts, and appropriate revenue and expense accounts. It shall use the double-entry accounting system. Books of Account of the transactions of the Partnership shall be kept and at all times be available and open to inspection and examination by any Partner.

Each calendar year, a full and complete account of the condition of the Partnership shall be made to the Partners. The Annual Accounting for the preceding year shall take place at the Annual Meeting.

All financial transactions shall be reviewed semi-annually by a Partnership Audit Committee.

The Partnership may select a bank for the purpose of opening a bank account. Funds in the bank account shall be withdrawn by checks signed by any Partner designated by the Partnership.

None of the Partners of this Partnership shall be a broker. However, the Partnership may select a broker and enter into such agreements with the broker as required for the purchase or sale of securities, as follows:

- All securities shall be purchased in the name of the Partnership.
- All securities shall be kept in the Partnership safe deposit box or with the broker.
- The Presiding Partner and the Assistant Presiding Partner shall be the custodians of all securities.
- Any corporation or transfer agent called upon to transfer any securities to or from the name of the Partnership shall be entitled to rely on instructions or assignments signed by any Partner without inquiry as to the authority of the person(s) signing such instructions or assignments, and without inquiry as to the validity of any transfer to or from the name of the Partnership.

- At the time of a transfer of securities, the corporation or transfer agent is entitled to assume (1) that the Partnership is still in existence and (2) that this Agreement is in full force and effect and has not been amended unless the corporation or transfer agent has received written notice to the contrary.

No Partner shall be compensated for services rendered to the Partnership, except for reimbursement of expenses.

Additional Partners may be admitted at any time, upon the unanimous consent of the Partners, so long as the number of Partners does not exceed [number].

A Partner may, after giving written notice to the other Partners, transfer interest in the Partnership to a revocable living trust, of which the Partner is the grantor and sole trustee.

Any Partner may be removed by agreement of the Partners whose capital accounts total a majority of the value of all Partners' capital accounts. Written notice of a meeting where removal of a Partner is to be considered shall include a specific reference to this matter. The removal shall become effective upon payment of the value of the removed Partner's capital account.

The Partnership may be terminated by agreement of the Partners whose capital accounts total a majority in value of the capital accounts of all the Partners. Written notice of a meeting where termination of the Partnership is to be considered shall include a specific reference to this matter. Written notice of the decision to terminate the Partnership shall be given to all the Partners. Payment shall then be made of all the liabilities of the Partnership, and a final distribution of the remaining assets, either in cash or in kind, shall be made promptly to the Partners or to their personal representatives in proportion to each Partner's capital account.

Any Partner may withdraw a part or all of the value of the Partner's capital account in the Partnership, and the Partnership shall continue as a taxable entity. The Partner withdrawing a part or all of the value of such capital account shall give notice of such intention in writing to the Secretary. Written notice shall be deemed to be received as of the first meeting of the Partnership at which it is presented. If written notice is received between meetings, it will be treated as received at the first following meeting.

In making payment, the value of the Partnership as set forth in the valuation statement prepared for the first meeting following the meeting at which notice is received from a Partner requesting a partial or full withdrawal will be used to determine the value of the Partner's account.

The Partnership shall pay the Partner who is withdrawing a portion or all of the value of his capital account in the Partnership in accordance with the Terms of Payment section below in this agreement.

In the event of the death or incapacity of a Partner (or the death or incapacity of the grantor and sole trustee of a revocable living trust), receipt of notice shall be treated as a notice of full withdrawal.

In the case of a partial withdrawal, payment may be made in cash or securities of the Partnership or a mix of each at the option of the Partner making the partial withdrawal. In the case of a full withdrawal, payment may be made in cash or securities or a mix of each at the option of the remaining Partners. In either case, where securities are to be distributed, the remaining Partners select the securities.

Where cash is transferred, the Partnership shall transfer to the Partner (or other appropriate entity) withdrawing a portion or all of his interest in the Partnership, an amount equal to the lesser of (i) ninety-seven percent (97%) of the value of the capital account being withdrawn, or (ii) the value of the capital account being withdrawn, less the actual cost to the Partnership of selling securities to obtain cash to meet the withdrawal. The amount being withdrawn shall be paid within 10 days after the valuation date used in determining the withdrawal amount.

If the Partner withdrawing a portion or all of the value of his capital account in the Partnership desires an immediate payment in cash, the Partnership at its earliest convenience may pay eighty percent (80%) of the estimated value of his capital account and may then settle the balance in accordance with the valuation and payment procedures set forth above.

Where securities are transferred, the Partnership shall select securities to transfer equal to the value of the capital account or a portion of the capital account being withdrawn (i.e., without a reduction for broker commissions). Securities shall be transferred as of the date of the Club's valuation statement prepared to determine the value of that Partner's capital account in the Partnership. The Club's broker shall be advised that ownership of the securities has been transferred to the Partner as of the valuation date used for the withdrawal.

No Partner shall:

- Have the right or authority to bind or obligate the Partnership to any extent whatsoever with regard to any matter outside the scope of the Partnership purpose.
- Except as provided in this agreement, without the unanimous consent of all the other Partners, assign, transfer, pledge, mortgage, or sell all or part of his or her interest in the Partnership to any other Partner or other person whomsoever, or enter into any agreement as the result of which any person or persons not a Partner shall become interested in the Partnership.
- Purchase an investment for the Partnership where less than the full purchase price is paid for same.
- Use the Partnership name, credit, or property for other than Partnership purposes.
- Do any act detrimental to the interests of the Partnership or any act that would make it impossible to carry on the business or affairs of the Partnership.

This Agreement of Partnership shall be binding upon the respective heirs, executors, administrators, and personal representatives of the Partners.

The Partners have caused this Agreement of Partnership to be executed on the dates indicated below, effective as of the date indicated above.

Partner (Printed Name)	Partner (Signature)	Date

# Business Contract

This Business Agreement ("Agreement") is made and effective this [DATE],

BETWEEN: Fat Tops, LLC (the "Principal"), a corporation organized and existing under the laws of the State of Alaska, with its office located at: 36380 Murray Lane, Soldotna, AK.

AND: IBWT Investments, LLC (the "Agent"), a corporation organized and existing under the laws of the State of Alaska, with its office located at:

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

## 1. RECITALS

a. Principal is a Cultivator & Retail Store of Cannabis and desires to appoint Agent as general sales Agent for the sale of Principal's product [IF APPROPRIATE, ADD: AND OTHER REGULAR-LINE PRODUCTS AND ACCESSORIES OF PRINCIPAL] in the following territory: [DESCRIBE TERRITORY].

b. Agent desires to accept such appointment and to perform all the provisions of this agreement.

## 2. DURATION

The term of the agency created shall be [PERIOD OF TIME], beginning [DATE], unless sooner terminated.

## 3. AGENT'S BEST EFFORTS

Agent agrees to devote Agent's whole time and best efforts to the business of Principal in the described territory under the direction of Principal's officers or representatives, and to conform to the best of Agent's ability with the rules, regulations and instructions of Principal now in force or that may be adopted and mailed to Agent's address. Agent shall employ salespersons to assist Agent, on such terms and conditions as Principal may require, as set forth in this agreement.

## 4. NONDISCLOSURE OF PRINCIPAL'S AFFAIRS

Agent agrees to keep confidential such information as Principal may from time to time impart to Agent regarding Principal's business affairs and customers. Agent will not, in whole or in part, now or at any time, disclose such information.

## 5. ASSIGNMENT OF AGENT'S INVENTIONS

Agent agrees, in view of the confidential information regarding Principal's business affairs, plans and necessities, that Agent will be in a position to obtain from time to time, and in partial consideration of the commissions agreed to be paid to Agent under this agreement, that Agent, on demand, will assign to Principal, or Principal's successors or assigns, any inventions or improvements Agent may make during the agency with Principal that relate to Principal's product. Agent also will sign any papers and do any acts that may be needed to

EXHIBIT A-2  
PAGE 1 OF 6



secure to Principal, or Principal's successors or assigns, any rights relating to such inventions and improvements, including patents in [COUNTRY] and foreign countries.

## **6. COMMISSIONS**

a. Agent, during the term of the agreement, shall receive a commission from the sale of Principal's product [IF APPROPRIATE, ADD: AND OTHER REGULAR-LINE PRODUCTS AND ACCESSORIES] sold for use in Agent's territory, whether sold by Agent or by Principal, or others, except as provided in this agreement.

b. Agent's commission on sales made pursuant to this agreement shall be as follows: [DESCRIBE].

## **7. SALES SUBJECT TO COMMISSIONS**

This agreement shall apply to business procured at the time of visits to Agent's territory by Principal's superintendent, and also to all business subsequently procured either by Agent, Principal's superintendent or other representative of Principal, from customers previously worked within [NUMBER] months from the date of the latest visit of Principal's superintendent or other representative.

## **8. WHEN COMMISSIONS ARE PAID**

a. Any commission to be received under this agreement shall not be credited to Agent's account on Principal's books until the purchaser has made settlement in full with Principal, either by cash or acceptable notes [SPECIFY] [IF APPROPRIATE, ADD: AND HAS DELIVERED TO PRINCIPAL OR AN AUTHORIZED AGENT OF PRINCIPAL ANY RETURNABLE PRODUCTS]. If settlement is made wholly or in part by purchaser's notes, Principal may withhold payment of the commission in whole or in part until the notes are paid.

b. Agent's account may be charged with the amount of any commission previously paid to Agent or credited to Agent's account for the unpaid part of the purchase price of [PRODUCT], or the unpaid part of any note given in payment.

c. When Principal repossesses a product, Agent shall receive commission only on the amount of money paid by purchaser prior to repossession.

## **9. COMMISSIONS ON TRADE-INS**

Principal shall have the right to fix the amount to be allowed for products taken in exchange, and a commission will not be paid on the amount so allowed.

## **10. SALES THROUGH OTHER SALES CHANNELS**

Agent waives any claim to a commission on any sales made in Agent's territory other than through Principal's offices or regular sales agencies when, in the opinion of Principal, the general conditions of the business in any part of the [COUNTRY] necessitate the sale of Principal's product through other sales channels.

## **11. SALES IN OR FROM OTHER TERRITORIES**

a. Agent agrees not to enter the territory of any other Sales Agent of Principal for the purpose of selling Principal's product, or to endeavor, directly or indirectly, to make sales of Principal's product for use outside of Agent's territory. Should a purchaser call on Agent voluntarily and purchase Principal's product for use outside of Agent's territory, Agent shall receive commissions as follows: [DESCRIBE].

EXHIBIT A-2

PAGE 2 OF 6

b. Agent further agrees that, when any other authorized sales Agent of Principal sells Principal's product for use in Agent's territory, Agent's account shall be credited with the regular commission, less the commission paid Agent making the sale.

## **12. DISPUTES ON COMMISSIONS**

Principal shall have the right to determine, in any dispute arising between Agent and any other sales Agent of Principal, the right to commission on any sale, and Agent shall abide by and be bound by Principal's decision.

## **13. LIMITATION ON COMMISSION CLAIMS**

Agent waives all claim for commission on sales of Principal's product, whether made by Agent or others, and all other claims of any nature whatever, if the claim is not made within [MONTHS] from the date of termination of this agreement.

## **14. AGENT NOT TO SHARE COMMISSION**

Under no circumstances, without permission of Principal, may Agent give any part of Agent's commission to any assistant, local Agent or other person to assist Agent in making a sale.

## **15. CONTENTS OF ORDERS**

a. All orders for Principal's product shall be taken on printed forms furnished by Principal, and all such orders shall be sent to Principal immediately after being signed by purchasers. The orders shall contain all conditions and agreements of every nature whatsoever between the parties to the sale, it being agreed that Principal shall not be responsible for promises or conditions not specified on the orders. Principal's product shall not be sold for more or less than the list price established by Principal.

b. If Principal is compelled to make any concessions to customers or incur any expense by reason of a violation of these requirements, the amount of the expense may be charged to Agent's account.

## **16. ACCEPTANCE OF ORDERS BY PRINCIPAL**

Orders taken by Agent shall not be binding until accepted by Principal. Principal reserves the right to reject any order when, in the judgment of Principal, the product ordered may not be suitable to the business of the customer.

## **17. AGENT NOT TO COMPETE**

Agent, having agreed to devote Agent's whole time to Principal's business, shall not purchase or deal in [PRODUCT] on Agent's own account in any way during the continuance of this agreement. Agent will not engage, directly or indirectly, either for Agent or as employee of any other party, in manufacturing, buying, selling or dealing in [PRODUCT], in the territory described, for a period of [PERIOD OF TIME], after the termination of the agency created by this agreement, without the written consent of Principal.

## **18. REPAIRS AND MAINTENANCE OF PRODUCT**

Agent shall promptly and properly make necessary repairs on Principal's product in Agent's territory if such repairs can be made by Agent, and to cooperate with and aid Principal in making all other such repairs in Agent's territory, in such manner as Principal may direct.

## **19. COMPROMISE AND COLLECTION OF ACCOUNTS**

A. Principal shall have full control of and discretion as to the collection, adjustment or compromise of any or all accounts for Principal's products sold by Agent. If Principal

EXHIBIT A-2  
PAGE 3 OF 6

requests Agent to make any collection, or to obtain possession of Principal's product or other property, whether the request relates to a sale made by Agent or any Agent that preceded Agent in the territory, Agent shall do so promptly.

B. Principal shall determine whether to take a lien on Principal's product sold by Agent. Principal shall not be liable to Agent for any loss of commission or other claim, by reason of failure to take such lien, or by reason of any compromise or adjustment of any account or accounts or notes for products sold by Agent, or any failure for any reason to collect any part of the account or notes.

## **20. REMITTALS BY AGENT**

Agent agrees to remit [DAILY/WEEKLY] to Principal, in the manner prescribed by [THE TREASURER], of Principal or to deposit [DAILY/WEEKLY] in a bank or other financial institution designated by Principal's [TREASURER], all money, checks and drafts received by Agent for Principal, including any received for repair parts and supplies sold. In no event will Agent use any money collected for Principal to defray the expenses of the agency, or for any other purpose, or deposit the funds in any bank or other financial institution to Agent's own credit.

## **21. AGENT'S EXPENSES**

All expenses for travelling, entertainment, office, clerical, office and equipment maintenance, and general selling expenses that may be incurred by Agent in connection with this agreement will be borne wholly by Agent. In no case shall Principal be responsible or liable for such expenses.

## **22. ACCOUNTING ON TERMINATION**

a. Agent authorizes Principal, on termination of the agency created by this agreement, to pay any outstanding indebtedness, including amounts due Agent and Agent's employees incurred in the management of the agency, and to charge the amount to Agent's account. Principal shall not be bound to pay any such indebtedness, unless Principal shall elect to do so. Payment of part of Agent's indebtedness by Principal shall not raise any obligation on Principal's part to pay the whole of the indebtedness. An assignment of Agent's account, or any part of it, shall not be binding on Principal unless accepted in writing by Principal's [TREASURER].

b. On termination of this agreement, Principal shall proceed in the customary manner to collect notes and open accounts for purchases of Principal's product sold by Agent and shall charge against Agent's account the commission previously credited on such amounts of notes and accounts as are uncollected. Principal also shall charge Agent's account with Agent's proportion of any collection expense. This provision shall continue in force until a final account can be stated; no money shall be due Agent under this agreement after its termination until the final account can be stated.

## **23. OBJECTIONS TO ACCOUNTING; LIMITATIONS**

Agent agrees that all objections to statements of account rendered by Principal are waived, unless written notice is given by Agent and unless such notice reaches Principal within [NUMBER] days after rendition of the statement by Principal.

## **24. SURETY BOND OF AGENT**

Agent agrees to furnish Principal with a fidelity bond of [AMOUNT], to be issued by a responsible surety company and conditioned on the faithful performance of Agent's duties in the agency created by this agreement. All premiums on such bond shall be paid by Agent.

EXHIBIT A-2  
PAGE 4 OF 6

## **25. EXAMINATION OF AGENT'S ACCOUNTS**

Agent agrees that officers or authorized representatives of Principal shall have, on demand, access to and the right to examine and make copies of all books of accounts, vouchers and papers of Agent, in order to ascertain whether the business of Agent is being conducted in a manner satisfactory to Principal.

## **26. DISPOSITION OF PRODUCTS; CONSIGNMENT**

a. Agent agrees, on demand, to account for and deliver to Principal, in good condition, all products charged to Agent's consignment account. If Agent fails to deliver any product, the product may be charged to Agent's account at list price, if Principal so elects, but nothing contained in this agreement shall prevent Principal from exercising other legal remedies to recover possession of such products.

b. In the event any of Principal's products shall have been kept on consignment by Agent for such period of time that they have become unsaleable as new, Principal may order their return to the factory, in which event the freight charges from Agent's office to the factory shall be paid by Agent.

## **27. INSURANCE PREMIUMS; TAXES**

Principal shall insure against loss by fire all products delivered on consignment to Agent, charging the premium paid for the insurance to Agent's account. Agent shall pay all personal property taxes levied on consigned products, or shall pay such tax as may be levied in lieu of a personal property tax.

## **28. COMPLIANCE WITH LAWS**

Agent agrees, for the benefit of Agent's employees and subagents, to comply in all respects with the workers' compensation laws of any state or states of which Agent's territory may be a part, and to pay the premiums and other costs and expenses incident to such coverage.

## **29. CUSTOMER LIST; SALES CALLS**

a. Agent agrees to keep a list of probable purchasers, and also a list of users, of Principal's products in Agent's territory. Both lists shall show the name, nature and address of each business concern listed. The user's list shall also show the style and factory number of Principal's product in use.

b. Agent agrees to send to Principal, on the form furnished by Principal, a list of all persons called on by Agent or Agent's employees in connection with Principal's business. The list shall show the name, nature and address of each business concern called on, and the object and results of the call.

## **30. DEPRECIATION OF AGENCY PROPERTY**

The office furniture, personal property and fixtures used by Agent in Principal's business shall be invoiced and appraised at least once each year by Agent and a representative of Principal, and a deduction of not less than [%] per year shall be made to cover wear and tear in ordinary depreciation.

## **31. PURCHASE OF AGENCY PROPERTY**

Principal shall have an option of purchase of all or any part of the supplies, repair parts, vehicles and sundries in stock or on hand at the time of termination of the agency, at the

EXHIBIT A-2  
PAGE 5 OF 6

current price, less proper deductions for obsolescence and depreciation, if any. Such price shall be paid to Agent or credited on Agent's account with Principal, as Principal may elect.

### 32. EMPLOYMENT OF SUBAGENTS

Agent agrees not to employ any salespersons to assist in the agency, except under written agreement by the terms of which Principal shall be released from all liability for any indebtedness from Agent to such salespersons. Agent agrees not to employ any person until Agent has supplied Principal with full particulars regarding such person, on the form furnished by Principal, giving the person's name, record, previous occupation, etc., and until Principal's assent to such employment has been received.

### 33. MODIFICATION AND TERMINATION

Principal at any time may alter and change the boundaries and territory covered by this agency agreement. The agency created by this agreement may be terminated by either party by written notice mailed or delivered to the last known address of the other party. This agreement covers all agreements between Agent and Principal relating to the employment of Agent for the handling of Principal's product.

### 34. GOVERNING LAW

The enforcement and interpretation of this agreement shall be governed by the laws of [STATE/PROVINCE].

The parties have executed this agreement at [DESIGNATE PLACE OF EXECUTION] the day and year first above written.

PRINCIPAL

AGENT

-----  
Authorized Signature

Print Name and Title

-----  
Authorized Signature

Print Name and Title

EXHIBIT

A-Z

PAGE

6 OF 6

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

**IBWT INVESTMENTS, LLC.**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective August 18, 2016.

Chris Hladick  
Commissioner

Exhibit A-3



THE STATE  
of **ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 • Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

FOR DIVISION USE ONLY

**Articles of Organization**  
Domestic Limited Liability Company

Web-8/18/2016 4:34:13 PM

**1 - Entity Name**

Legal Name: IBWT INVESTMENTS, LLC.

**2 - Purpose**

Any lawful purpose.

**3 - NAICS Code**

531390 - OTHER ACTIVITIES RELATED TO REAL ESTATE

**4 - Registered Agent**

Name: Sidney Strauss  
Mailing Address: PO Box 1462 , Sterling, AK 99672  
Physical Address: 29008 Whale of a Tail Avenue, Sterling, AK 99672

**5 - Entity Addresses**

Mailing Address: PO Box 1462, Sterling, AK 99672  
Physical Address: 29008 Whale of a Tail Avenue, Sterling, AK 99672

**6 - Management**

The limited liability company is managed by a manager.



## 7 - Officials

Name	Address	% Owned	Titles
David Parker			Organizer

### Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Lance C. Wells, Atty.

~~Exhibit~~ A-4



THE STATE

of **ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 • Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

AK Entity #: 10040757  
Date Filed: 08/18/2016  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Limited Liability Company**  
**Initial Biennial Report**

Web-8/18/2016 4:38:52 PM

Entity Name: IBWT INVESTMENTS, LLC.  
Entity Number: 10040757  
Home Country: UNITED STATES  
  
Home State/Province: ALASKA

Registered Agent  
Name: Sidney Strauss  
Physical Address: 29008 WHALE OF A TAIL  
AVENUE, STERLING, AK 99672  
Mailing Address: PO BOX 1462, STERLING, AK  
99672

Entity Physical Address: 29008 WHALE OF A TAIL AVENUE, STERLING, AK 99672

Entity Mailing Address: PO BOX 1462, STERLING, AK 99672

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Sidney Strauss	PO Box 1462, Sterling, AK 99672	50	Manager, Member
David Parker	PO Box 1462, Sterling, AK 99672	50	Member

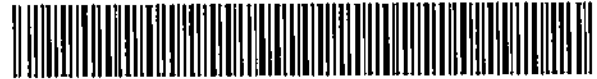
NAICS Code: 531390 - OTHER ACTIVITIES RELATED TO REAL ESTATE

New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Lance C. Wells, Atty.

EXHIBIT A-5

15646

## STATUTORY WARRANTY DEED

THIS INDENTURE, made this 6 day of Sept, 2016, by and between MARC V. ZIMMERMAN, Trustee of the LINDA A. ZIMMERMAN DECEDENT'S TRUST, as to a one-half (1/2) interest and MARC V. ZIMMERMAN, Trustee of the MARC V. ZIMMERMAN SURVIVOR'S TRUST, as amended, as to a one-half (1/2) interest, whose address is 63225 Mere Circle, Soldotna, AK 99669, Grantor, and IBWT INVESTMENTS, LLC, whose address is PO Box 1462, Sterling, AK 99672, Grantee, WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to Grantee, and to Grantee's successors and assigns, the following described real property located near Kenai, Alaska, to wit:

Lot Two A (2A), Block One (1), LONGMERE ESTATES  
ZIMCO REPLAT, according to Plat No. 98-38, in the Kenai  
Recording District, Third Judicial District, State of Alaska;

SUBJECT TO all reservations, restrictions, encumbrances and  
easements of record or ascertainable by physical inspection, if  
any;

TOGETHER WITH all and singular the tenements,  
hereditaments and appurtenances thereunto belonging or in  
anywise appertaining.

TO HAVE AND TO HOLD the same with the appurtenances, unto the said Grantee,  
and to Grantee's successors and assigns, FOREVER.

DATED this 6 day of Sept, 2016.

Exhibit A-6



Alaska Department of Natural Resources  
**RECORDER'S OFFICE**

State of Alaska / Natural Resources / Recorder's Office

RO Search Menu | Name Search | Date Search | Document Number Search | Document Type Search |  
Book and Page Search | Historic Book Search | Plat Number Search | Survey Search | MTRS Search |  
Subdivision Search | Subdivision Name - No Plat Number | Doc.Input/UnverifiedStatus

## Recorder's Office - Document Display

**Selected Document:**

2016-008304-0

**In District:**

302 - KENAI

See Index Codes

Cannot view images?

Order Copy?

**District:**

302 - KENAI

**Document Year:**

2016

**Number:**

008304

**Suffix:**

0

**Date and Time Recorded:**

09/20/2016 09:58 AM

**Pages:**

6

**Index:**

EXHIBIT A-7  
PAGE 1 OF 3

## M - MORTGAGES

### Description:

DEED OF TRUST

### Amount:

\$600,000.00

## PARTIES

TYPE	NAME
Grantor	IBWT INVESTEMETNS LLC
Grantee	ZIMMERMAN MARC V TRUSTEE
Grantee	MARC V ZIMMERMAN SURVIVORS TRUST
Grantee	LINDA A ZIMMERMAN DECEDENTS TRUST
Grantee	ZIMMERMAN MARC V SURVIVORS TRUST
Grantee	ZIMMERMAN LINDA A DECEDENTS TRUST
Grantee	STEWART TITLE OF THE KENAI PENINSULA INC

All names have been displayed

[Back](#)

UCC documents are shown as "active", "inactive" or "lapsed". UCC-1 filings will show "active" for five years along with any subsequent amendments. If it is not continued in the designated time within that five year period, the status changes from "active" to "lapsed" for one year. After that one year period as "lapsed", the status changes to "inactive".

(Please Note: A "Wildcard" reference means the filing does not tie to an "active" filing; and, a filing shown as "active" does not necessarily mean effective.)

Documents are entered in nonsequential batches. Temporary document number gaps may exist in current data.

If you identify a possible indexing error (typo, reversed names, etc) or can not locate the

EXHIBIT A-7

PAGE 2 OF 3

record you are trying to find please Contact Us

All documents are provided as a public service for your convenience.  
Updates and corrections occur on a daily basis; however, the State of Alaska  
shall not incur any liability for errors or omissions with respect to the  
information provided on this web site.

[Recorder's Office Home Page](#) | [UCC Central Home Page](#) | [Dept.of Natural  
Resources Home Page](#)

[Privacy](#) [Copyright](#) [System Status](#)



Have a question about the Recorder's Office?

Please contact *your district office*

COPYRIGHT © STATE OF ALASKA • [DEPARTMENT OF NATURAL RESOURCES](#) • [EMAIL THE WEBMASTER](#)

EXHIBIT A-7  
PAGE 3 OF 3

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

**FAT TOPS, LLC.**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective September 30, 2016.

Chris Hladick  
Commissioner

Exhibit A-13





THE STATE

of **ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 • Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

AK Entity #: 10041733  
Date Filed: 09/30/2016  
State of Alaska, DCCED

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

Web-9/30/2016 6:18:21 PM

### 1 - Entity Name

Legal Name: FAT TOPS, LLC.

### 2 - Purpose

Any lawful purpose.

### 3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

### 4 - Registered Agent

Name: David Parker  
Mailing Address: PO Box 1462, Sterling, AK 99672  
Physical Address: 29008 Whale of a Tail Avenue, Sterling, AK 99672

### 5 - Entity Addresses

Mailing Address: PO Box 1462, Sterling, AK 99672  
Physical Address: 36380 Murray Lane, Soldotna, AK 99669

### 6 - Management

The limited liability company is managed by a manager.

Exhibit

A-14

Page 1 of 2

## 7 - Officials

Name	Address	% Owned	Titles
David Parker			Organizer

### Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Lance Wells, Atty.

5503451



THE STATE  
of **ALASKA**

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

**Corporations Section**

State Office Building, 333 Willoughby Avenue, 9<sup>th</sup> Floor

PO Box 110806, Juneau, AK 99811-0806

Phone: (907) 465-2550 • Fax: (907) 465-2974

Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)

Website: [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov)

**COR**

FOR DIVISION USE ONLY

RECEIVED  
Juneau

OCT 19 2016

CBPL

## 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 in members, managers and percentage of interest held between biennial reporting periods.
- The Notice of Change of Officials will not be filed if the official signing this form does not match an official on record for this entity and/or if your entity's biennial report is not current. To verify your entity and current officials information on record, go online to [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov), *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.

<b>1. Important:</b>	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	

<b>2. Fee:</b>	<input checked="" type="checkbox"/> \$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.		

<b>3. Entity Information:</b>
Entity Name: <u>IBWT INVESTMENTS, LLC.</u>
Alaska Entity Number: <u>10040757</u>



K 1 6 8 3 5 9 0

**IMPORTANT:** A Limited Liability Company must have one or more members who must hold a percent of interest.  
— AS 10.50.155

**4. Officials Changing:** (only list officials whose information is changing)

AS 10.50.765(b)

RECEIVED

Juneau

a. If applicable, list the resigning official's name whose information will be removed from the record.

b. List the updating or new official's information which will be placed on record.

OCT 19 2016

**Changing Official #1**

CBPI

a. Resigning Official's Name: (if applicable) David Parker

b. Updating or New Official's Name: Queen Aleta Parker

Mailing Address: Address: PO Box 1462

City: Sterling

State: Alaska

ZIP: 99672

Check all that apply: ☒ Member 50.0 %

☐ Manager (must be provided for in the Articles of Organization)

**Changing Official #2**

a. Resigning Official's Name: (if applicable) \_\_\_\_\_

b. Updating or New Official's Name: \_\_\_\_\_

Mailing Address: Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Check all that apply: ☐ Member \_\_\_\_\_ %

☐ Manager (must be provided for in the Articles of Organization)

→ For additional changing officials, continue listing them on the attached form 08-491a. Make copies as necessary.

**5. 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 (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: Lance C. Wells

Date: 10/15/2016

Printed Name: Lance C. Wells, Atty.

ALC BAR # 9206045

Title of Authorized Signer:

☐ Member

☐ Manager

☒ Attorney-in-fact

3814576

THE STATE  
of **ALASKA**Department of Commerce, Community and Economic Development  
Division of Corporations, Business and Professional Licensing

## Corporations Section

State Office Building, 333 Willoughby Avenue, 9<sup>th</sup> Floor

PO Box 110806, Juneau, AK 99811-0806

Phone: (907) 465-2550 • Fax: (907) 465-2974

Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)Website: [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov)

COR

RECEIVED  
Juneau

NOV 06 2017

CBPL

CC 25 E1A4

**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](http://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 18.065(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: IBWT INVESTMENTS, LLC.Alaska Entity Number: 10040757

K 1 9 8 0 8 4 7

**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: RECEIVED  
Juneau

Name: Queen Aleta Parker

Name: \_\_\_\_\_

NOV 06 2017

Name: \_\_\_\_\_

Name: \_\_\_\_\_

C221

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
Sidney Strauss	PO Box 1462 Sterling, AK. 99672	100	x	x

→ 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: 11/5/2017Printed Name: Lance C. Wells, Attorney AK. Bar No. 9206045

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.



THE STATE

of **ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 • Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

AK Entity #: 10040757  
Date Filed: 11/29/2017  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Limited Liability Company**  
**2018 Biennial Report**

For the period ending December 31, 2017

Web-11/29/2017 9:11:07 AM

- This report is due on January 02, 2018
- \$100.00 if postmarked before February 02, 2018
- \$137.50 if postmarked on or after February 02, 2018

Entity Name: IBWT INVESTMENTS, LLC.  
Entity Number: 10040757  
Home Country: UNITED STATES  
Home State/Province: ALASKA

**Registered Agent**  
Name: Sidney Strauss  
Physical Address: 29008 WHALE OF A TAIL  
AVENUE, STERLING, AK 99672  
Mailing Address: PO BOX 1462, STERLING, AK  
99672

Entity Physical Address: 36931 Goldie circle, Kenai, AK 99611

Entity Mailing Address: 35555 SPUR HWY PMB 437, Soldotna, AK 99669

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Sidney Strauss	35555 spur Hwy PMB 437, Soldotna, AK 99669	100	Manager, Member

Purpose: Any lawful purpose.

NAICS Code: 531390 - OTHER ACTIVITIES RELATED TO REAL ESTATE

New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Sidney strauss



3816298

THE STATE  
of **ALASKA**Department of Commerce, Community and Economic Development  
Division of Corporations, Business and Professional LicensingCorporations Section  
State Office Building, 333 Willoughby Avenue, 9<sup>th</sup> Floor  
PO Box 110806, Juneau, AK 99811-0806  
Phone: (907) 465-2550 • Fax: (907) 465-2974  
Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov)**COR**RECEIVED  
Juneau

NOV 29 2017

CBPL

ce 25 DA

**Statement of Change****Domestic Limited Liability Company (AS 10.50)**

- This Statement of Change form for Registered Agents or Registered Agent Address Changes is only for Domestic Limited Liability Companies.
- The Statement of Change will not be filed if the official signing this form does not match an official on record for this entity and/or if your entity's biennial report is not current. To verify your entity information on record, go online to [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov), *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 10.50.055-.065

Per AS 10.50.055, each Domestic Limited Liability Company shall (must) continuously (without interruption) maintain in this state (Alaska) a registered agent AND a registered office (with an Alaskan physical location and an Alaskan mailing address) for the purpose of a registered agent's statutory requirements to receive service of processes, notices, or demands required or permitted by law to be served upon the limited liability company.

Failure to meet registered agent requirements could result in involuntary dissolution of the entity's authority to transact business in the State of Alaska. — AS 10.50.408(a)(2), (3)

For more registered agent information go to [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov), *Registered Agents FAQs*.

**2. Fee:**☒ \$25 Nonrefundable Filing Fee (CORP)

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 on Record with the State:**

AS 10.50.080(1)

Entity Name: IBWT INVESTMENTS, LLCAlaska Entity Number: 16040757

K 2 0 0 4 3 0 3

<b>4. PREVIOUS Registered Agent Information on Record with the State:</b>	AS 10.50.060(2), (4)
PREVIOUS Registered Agent Name: <u>SIDNEY STRAUSS</u>	RECEIVED Juneau
PREVIOUS Registered Agent Addresses:	NOV 29 2017
→ PHYSICAL Address: <u>29008 WHALE OF A TAIL AVENUE</u> :BPL	
City: <u>STERLING</u> State: AK (mandatory) ZIP Code: <u>99672</u>	
→ MAILING Address: <u>PO BOX 1462</u>	
City: <u>STERLING</u> State: AK (mandatory) ZIP Code: <u>99672</u>	

<b>5. NEW Registered Agent Information to be Updated with the State:</b>	AS 10.50.060(3), (5)
NEW Registered Agent Name: <u>SIDNEY STRAUSS</u>	
<small>(Registered agent cannot be the entity listed in Item 3 on Page 1 and cannot be an LLC.)</small>	
If the new Registered Agent is an entity, provide its entity number:	Required
NEW Registered Agent Addresses:	
→ PHYSICAL Address: <u>36931 GOLDIE GIRCLE</u>	
City: <u>KENAI</u> State: AK (mandatory) ZIP Code: <u>99611</u>	
→ MAILING Address: <u>35555 SPUR PMB 437</u>	
City: <u>SOLDOTNA</u> State: AK (mandatory) ZIP Code: <u>99687</u>	

<b>6. Authorization per Alaska Statute:</b>	AS 10.50.060(6)
The registered agent change was authorized by the company's manager, or, if the company is not managed by a manager, by the members. Per AS 10.50.060, a limited liability company is to keep and make available the record of the resolution.	

<b>7. Required Signature:</b>	AS 10.50.840
The Statement of Change must be signed by: a member (per AS 10.50.840.(a)(2)) or a manager (per AS 10.50.840(a)(1)) currently on record; or an attorney-in-fact (per 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: <u>[Signature]</u>	Date: <u>11/25/17</u>
Printed Name: <u>SIDNEY STRAUSS</u>	
Title of Authorized Signer: <input type="checkbox"/> Member <input checked="" type="checkbox"/> Manager <input type="checkbox"/> Attorney-in-fact	
<small>If signing on behalf of a member or manager which is an entity, then identify signor's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc, the sole member of ABC LLC.</small>	

THE STATE  
of **ALASKA**Department of Commerce, Community and Economic Development  
Division of Corporations, Business and Professional LicensingCorporations Section  
State Office Building, 333 Willoughby Avenue, 9<sup>th</sup> Floor  
PO Box 110806, Juneau, AK 99811-0806  
Phone: (907) 465-2550 • Fax: (907) 465-2974  
Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov)**COR**

FOR DIVISION USE ONLY

RECEIVED  
Juneau

JUN 08 2018

CBPL

NO \$ JA

**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](http://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 10.50.660-.670**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: IBWT Investments, LLCAlaska Entity Number: 10040757

10040757

**4. REMOVE from Record:**

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

RECEIVED  
JUN 08RECEIVED  
Juneau

JUN 08 2018

MAY 14 2018

CC 25 NPS

CBPL

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(p)
- 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 10.50.076(f) 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
Sidney Strauss	38931 Goldie Circle Kenai, AK 99811	50	*	*
Queen Alela Parker	PO BOX 1482 Starling, AK 99672	50	*	*

→ 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: Queen Alela ParkerDate: 5-9-18Printed Name: Queen Alela Parker

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.

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	IBWT INVESTMENTS, LLC.

Entity Type: Limited Liability Company

Entity #: 10040757

Status: Good Standing

AK Formed Date: 8/18/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: 35555 SPUR HWY PMB 437, SOLDOTNA, AK 99669

Entity Physical Address: 36931 GOLDIE CIRCLE, KENAI, AK 99611

### Registered Agent

Agent Name: Sidney Strauss

Registered Mailing Address: 35555 SPUR HWY PMB 437, SOLDOTNA, AK 99669

Registered Physical Address: 36931 GOLDIE CIR, KENAI, AK 99611

### Officials

AK Entity #	Name	Titles	Show Former Owned
	Queen Aleta Parker	Member, Manager	50
	Sidney Strauss	Member, Manager	50

### Filed Documents

Date Filed	Type	Filing	Certificate
8/18/2016	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
8/18/2016	Initial Report	<a href="#">Click to View</a>	

EXHIBIT A-21  
PAGE 1 OF 2

Date Filed	Type	Filing	Certificate
10/19/2016	Change of Officials	<a href="#">Click to View</a>	
11/06/2017	Change of Officials	<a href="#">Click to View</a>	
11/29/2017	Agent Change	<a href="#">Click to View</a>	
11/29/2017	Biennial Report	<a href="#">Click to View</a>	
6/08/2018	Change of Officials	<a href="#">Click to View</a>	

[Close Details](#)

[Print Friendly Version](#)

EXHIBIT A-21  
PAGE 2 OF 2

Molloy Schmidt LLC  
Attorneys for Plaintiff  
110 S. Willow St., Ste. 101  
Kenai, Alaska 99611  
(907) 283-7373 • (907) 283-2835 facsimile  
e-distribution@molloysschmidt.com (Court System use only)

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

v.

FAT TOPS, LLC,

Defendant.

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska  
JUN 12 2018  
By Clerk of the Trial Courts  
Deputy

Case No. 3KN-18- 4910 CI

NOTICE TO ALCOHOL & MARIJUANA CONTROL OFFICE

TO: Mr. James Hoelscher, Enforcement Supervisor  
Alcohol & Marijuana Control Office  
550 W 7th Ave, Suite 1600  
Anchorage, AK 99501

PLEASE TAKE NOTICE that the Plaintiff, IBWT INVESTMENTS, LLC, has declared a default in its Lease Agreement with the Defendant, FAT TOPS, LLC, for delinquency in payment of rent for the premises located at 36380 Murray Lane, Soldotna, AK 99669, and has filed the above-captioned action for forcible entry and detainer, seeking possession of the premises. The eviction hearing is scheduled as follows:

Hearing Date/Time: 6/12/18 @ 4:00pm before Judge Hargreave  
Court Address: 125 TRADING BAY DRIVE KENAI AK 99611  
Courtroom: 3

This Notice is being given to the Alcohol & Marijuana Control Office, Enforcement Supervisor, as required by the Addendum to the Lease Agreement. The Plaintiff will *not* be removing or taking possession of the Defendant's marijuana inventory.

MOLLOY SCHMIDT LLC

DATE: 6/12/18

  
ROBERT J. MOLLOY ABA #8011100  
Co-Counsel for Plaintiff

Exhibit A-22

## IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

## THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 FAT TOPS, LLC, )  
 )  
 Defendant. )

Case No 3KN-18-496 CI

AFFIDAVIT OF QUEEN ALETA PARKER

STATE OF ALASKA )  
 ) ss.  
 THIRD JUDICIAL DISTRICT )

I, QUEEN ALETA PARKER, being first duly sworn upon oath, depose and state as follows:

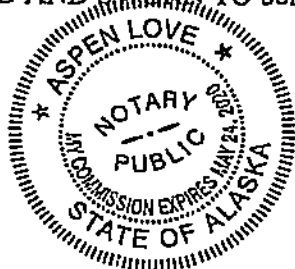
1. I am David R. Parker's wife.
2. I have read his affidavit and agree with everything he said.
3. At no time did I ever authorize Sidney Strauss to remove me as 50% owner of IBWT Investments, LLC, nor did I even know about it until we stumbled across the information as Dave described.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

DATED this 20<sup>th</sup> day of JUNE 2018.

*Queen Aleta Parker*  
 Queen Aleta Parker

SUBSCRIBED AND SWORN TO before me this 20<sup>th</sup> day of June 2018.



*[Signature]*  
 Notary Public in and for Alaska  
 My Commission Expires 5/24/2021

Exhibit B



IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

TRICIA KEGLEY,

Appellant,

vs.

WESLEY NAKAMOTO,

Appellee.

Case No. 3AN-01-11128 CI

OPINION

Appellant Tricia Kegley rented an apartment located at 6530 East 10<sup>th</sup>, #1, Anchorage, Alaska, from Wesley Nakamoto. The rent was \$585 per month. On August 6, 2001, Nakamoto served upon Kegley a seven day notice to quit for non-payment of rent. In this notice, Nakamoto indicated that unless Kegley paid \$635 (\$585 rent + \$50 late fee) within seven days of notice, her tenancy would be terminated. Kegley did not pay the monies due, and Nakamoto filed a Forcible Entry and Detainer (FED) action against her.

At the FED hearing on August 27, 2001, Kegley moved to dismiss the action arguing that the court lacked jurisdiction because the notice to terminate the tenancy was defective in that it overstated the nature of the remedial action to be taken by demanding rent and late fees. The court denied this motion and ordered Kegley evicted. Kegley was granted a stay of execution pending appeal. Kegley

now appeals the District Court's decision denying the motion to dismiss the action.

This court has jurisdiction over the appeal pursuant to AS 22.10.020(d). As discussed below, this court finds that the Alaska Supreme Court's decision in Taylor v. Gill Street Investments, 743 P.2d 345 (Alaska 1987) indicates that if the breach specified in the notice to quit is remedial, the notice to quit must strictly comply with the statutory notice provisions. A notice to quit which fails to strictly comply with those notice provisions voids a subsequent action. Because the notice provided to Kegley by Nakamoto improperly advised her that she needed to pay the late fee in order to avoid eviction, it was erroneous for the District Court to consider the merits of the FED proceeding. The decision of the District Court dated August 27, 2001 is therefore REVERSED.

#### Background

Tricia Kegley rented an apartment, located at 6530 E. 10<sup>th</sup>, #1, Anchorage, Alaska, from Wesley Nakamoto. The rent was \$585 per month. In August 2001, Kegley did not pay her rent when due, allegedly because of repairs that needed to be made to her apartment. On or about August 6, 2001, Nakamoto served upon Kegley a seven day notice to quit for non-payment of rent. See Seven-day notice of non-payment and intention to terminate tenancy, dated August 16, 2001. The notice stated:

Unless rent/other charges which became due on August 1, 2001 in the amount of \$585 + \$50 late fee is/are paid within seven (7) days

of delivery of this notice, your tenancy is terminated under Alaska Law and you and all occupants must move.

Kegley did not pay Nakamoto the \$635 specified in the notice to quit and Nakamoto filed a FED action against Kegley. At the FED hearing on August 27, 2001, Kegley moved to dismiss the action. Kegley argued that the court lacked jurisdiction because the notice to terminate the tenancy was defective in that it overstated the nature of the remedial action to be taken by demanding payment of rent *and* late fees. The court denied the motion and ordered Kegley evicted. Kegley moved for a stay of the execution of the judgment pending appeal and the stay was granted. Kegley subsequently abandoned the premises and the landlord relet the premises to new tenants.

The question of whether the defective notice deprives the District Court of jurisdiction to hear a FED action is a question of law, which the Appellate Court reviews de novo, adopting "the rule that is most persuasive in light of precedent, reason, and policy." Chizmar v. Mackie, 896 P.2d 196, 200 (Alaska 1995); Klosterman v. Dahl, 821 P.2d 118, 122 (Alaska 1991).

#### Discussion

Before reaching the merits of this case, this court must consider Nakamoto's contention that this appeal is moot because Kegley has abandoned the property which has subsequently been let to another tenant. Although technically this appeal is moot because Kegley has already vacated the premises in question, this court nevertheless believes that it should consider the issues raised in this

appeal under the public interest exception to the mootness doctrine. See Taylor v. Gill Street Investments, supra, 743 P.2d 347; Hayes v. Charney, 693 P.2d 831, 834 (Alaska 1985).<sup>1</sup> Indeed, in Taylor the Alaska Supreme Court specifically found that the issue of whether a landlord must strictly comply with the statutory requirements regarding notice of termination of tenancy falls within the public interest exception of the mootness doctrine. The same analysis that the Alaska Supreme Court applied in Taylor dictates that this court should consider the issues raised in this appeal even though they may be technically moot.

Turning to the merits of this appeal, Alaska law provides that a tenant who is allegedly behind in his or her rent has an absolute right to cure that alleged deficiency by paying whatever rent is outstanding. AS 34.03.220(b). Both the Uniform Residential Landlord and Tenant Act, AS 34.03.220(b), and the Foreible Entry and Detainer statutes, AS 09.45.090(a)(1), authorize termination of a tenancy where after notice that the tenancy will terminate within seven days, a tenant fails to pay "rent in full," AS 34.03.220(b), or "rent due," AS 09.45.090(a)(1) within seven days.

Alaska law provides that a tenant who is allegedly behind in his or her rent has an absolute right to cure that alleged deficiency by paying whatever rent is outstanding. Where the basis of a notice to quit is a failure to pay rent, this right to cure means that the notice must state accurately the precise amount of rent due so

<sup>1</sup> The determination whether to address an issue which is technically moot rests in the discretion of the Appellate Court. Hayes v. Charney, 693 P.2d 831 (Alaska 1985); Witt v. Watkins, 579 P.2d 1065, 1071



the fact that the landlord obtains the advantage of a summary proceeding and the severity of the consequences that an adverse judgment carries for the tenant." Id.

The rule established in Taylor is a bright line rule that requires the trial court to determine if the notice to quit strictly complies with the statutory requirements. If it does not, the FED action should be dismissed without a determination on the merits.<sup>2</sup>

Here the breach committed by Kegley (failure to pay rent) was remedial and thus the notice to quit had to strictly comply with the statutory notice requirements. Because the notice provided to Kegley by Nakamoto specified that she must pay a late fee in addition to the rent, the Notice which demanded that such fees be paid within seven days was invalid to terminate Kegley's tenancy and the District Court lacked jurisdiction to hear the FED action.

Nakamoto argues that Kegley was aware that she need only pay the rent and not the late fee to avoid eviction and argues that Kegley's subjective knowledge cures any deficiencies in the notice to quit. The evidence does not support this assertion, however. Although another party to the District Court proceeding (Joe Busby) indicated that he was aware that only the rent need be paid (See Transcript of District Court proceedings, August 27, 2001 at 22-23), Kegley


<sup>2</sup> Decisions in the First Judicial District are in accord with this ruling. See Owens v. Dubish, No 1SI-98-39 Civ, First Judicial District at Sitka (Zervos, J.) (April 6, 1998); Clark v. Berkley, No 1JU-97-652 Civ, First Judicial District at Juneau (Siverstein, M.) (April 25, 1997); See also Lawson v. Alvarez, 47 Fla. Supp 2d 160 (Manatee County Ct. 1990). Copies of these decisions are attached to Appellant's Opening Brief.

indicated that she was not aware that only the rent need be paid to avoid eviction.  
Id. at 15-16.

More importantly, the tenant's subjective knowledge of the landlord-tenant statutes is irrelevant to the issue. The notice to quit itself must strictly comply with the statutory requirements. If it does not the trial court should dismiss the FED action and not take further evidence including evidence of the tenant's subjective knowledge of the statutory notice requirements.

Because the notice to quit provided to Kegley by Nakamoto did not strictly comply with the statutory requirements, the District Court should have granted the motion to dismiss and dismissed the FED action. The decision of the District Court denying Kegley's motion to dismiss is REVERSED. This case is remanded to the District Court with orders to vacate its August 27, 2001 partial judgment for possession and to dismiss the FED action.

DATED at Anchorage, Alaska this 29<sup>th</sup> day of May 2002.

  
Mark Rindner  
Superior Court Judge

I certify that on May <sup>Over</sup> 28, 2002 a copy of the  
above was mailed to each of the following:  
J. Davis/A. McCullough S. Jones  
Judge Motyka

  
Lynn Shaw - Administrative Assistant

IN THE DISTRICT COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

TRICIA KEGLEY,

Plaintiff,

vs.

WESLEY NAKAMOTO,

Defendant.

Case No. 3AN-01-11128 CI.

Filed In the Trial Courts  
STATE OF ALASKA, THIRD DISTRICT

JUL 1 2002

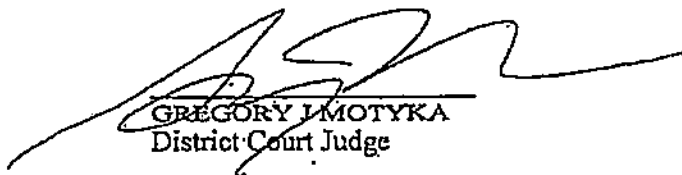
Clerk of the Trial Courts

By OLB Deputy

ORDER

In light of the Supreme Court's decision dated May 29, 2002, this court's Partial Judgment for Possession dated 08/27/01 is VACATED and this case is DISMISSED.

DATED this 1<sup>st</sup> day of July, 2002, at Anchorage, Alaska.

  
GREGORY L MOTYKA  
District Court Judge

I certify that on 7/2/02  
copy of the above was mailed to each  
of the following at their addresses of  
record:

J. Venables  
Secretary

Exhibit C-1



IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

JUN 21 2018

Clerk of the Trial Courts  
By DL Deputy

IBWT INVESTMENTS, LLC, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
FAT TOPS, LLC, )  
 )  
Defendant. )  
\_\_\_\_\_ )

Case No. 3KN-18-496 CI


**CERTIFICATE OF SERVICE**

I certify that on this 21<sup>st</sup> day of June, 2018 I caused to be served a true and correct copy of  
Motion to Dismiss, Memorandum in Support of Motion to Dismiss, Affidavit of David R.  
Parker, Affidavit of Queen Aleta Parker, Exhibits and proposed order by hand delivery to:

Molloy Schmidt, LLC  
110 S. Willow St., Ste 101  
Kenai, Alaska 99611

DATED at Anchorage, Alaska, this 21<sup>st</sup> day of June, 2018.

LAW OFFICES OF JOHN C. PHARR, P.C.  
Attorneys for defendant

By:   
Sarah Donahue, Legal Assistant

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC.

Plaintiff,

vs.

FAT TOPS, LLC.

Defendant.

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

JUN 21 2018

Clerk of the Trial Courts  
By 16217 Deputy

Case No. 3KN-18-496 CI

ENTRY OF APPEARANCE

JOHN C. PHARR, of the LAW OFFICES OF JOHN C. PHARR, P.C., 733 West Fourth Avenue, Suite 308, Anchorage, Alaska 99501, hereby enters his appearance on behalf of defendant Fat Tops, LLC in the above captioned action.

Please direct all future pleadings and correspondence to him in the above-referenced case.

DATED this 21 day of June, 2018.

LAW OFFICES OF JOHN C. PHARR., P.C.  
Attorney for defendant

By: [Signature]

John C. Pharr  
ABA #8211140

I certify that a true and correct copy of this document

was served on Molly Schmidt

by HD

this 21 day of June, 2018

by [Signature]

LAW OFFICES OF JOHN C. PHARR, PC

LAW OFFICES OF  
JOHN C. PHARR, PC  
733 W. 4th Avenue  
Suite 308  
Anchorage, AK 99501  
Ph (907) 272-2525  
Fax (907) 277-9859

MOLLOY SCHMIDT LLC  
Attorneys for Plaintiff  
110 S. Willow St., Ste. 101  
Kenai, Alaska 99611  
(907) 283-7373 • (907) 283-2835 fax  
e-distribution@molloysschmidt.com

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC,

Plaintiff,

v.

FAT TOPS, LLC,

Defendant.

Filed in the  
State of Alaska Third District  
at Kenai, Alaska

JUN 20 2018

Clerk of the Trial Court

By 311

Case No. 3KN-18-00496 CI

**REQUEST FOR TELEPHONIC PARTICIPATION**

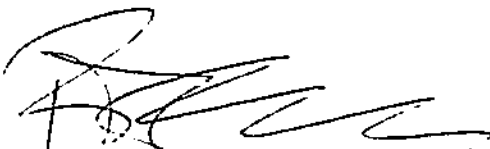
**Civil Rule 99, Administrative Rule 48**

The Plaintiff, IBWT INVESTMENTS, LLC, by and through counsel, and pursuant to Civil Rule 99 and Administrative Rule 48, for good cause, hereby request that this Court enter an order authorizing telephonic participation by the following:

1. James Hoelscher, Enforcement Supervisor, Alcohol & Marijuana Control Office, (907) 269-0353; <james.hoelscher@alaska.gov> and
2. Harriet Dinegar, Assistant Attorney General, (907) 465-3123; harriet.dinegar@alaska.gov.

The above persons have requested the opportunity to call in and listen to the proceedings and be available if the Court has questions about commercial marijuana enforcement.

DATE: 6/12/18

  
ROBERT J. MOLLOY #8011100  
Co-Counsel for Plaintiff

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on 6/2/18 a copy of this document, plus any attachments thereto, was mailed to:

David Parker, Registered Agent, Fat Tops, LLC, P.O. Box 1462, Sterling, AK 99672;

AND A COPY WILL BE HANDED IN OPEN COURT AT THE HEARING to:

David Parker, Registered Agent, Fat Tops, LLC, P.O. Box 1462, Sterling, AK 99672;


by: 

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on 6/20/18 a copy of this document, plus any attachments thereto, was emailed to:

Harriet Dinegar, Assistant Attorney General at [harriet.dinegar@alaska.gov](mailto:harriet.dinegar@alaska.gov).

James Hoelscher, Enforcement Supervisor, Alcohol & Marijuana Control Office, at [james.hoelscher@alaska.gov](mailto:james.hoelscher@alaska.gov)

by: 

IN THE Trial COURTS OF THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

JUN 19 2018

Clerk of the Trial Courts  
By B. L. S. Deputy

I B W T INVESTMENTS LLC

Plaintiff

VS

Court Case: 3KN-18-00496CI

FAT TOPS LLC

Defendant

**\*\*RETURN OF SERVICE\*\***

I certify that on 6/18/2018 at 12:25:00 PM, I served the annexed FED SUMMONS, COMPLAINT, ANSWER TO FED COMPLAINT, NOTICE TO QUIT NON PAYMENT OF RENT, EXHIBITS, WRIT OF ASSISTANCE, JUDGMENT FOR POSSISION, AND NOTICE TO ALCOHOL & MARIJUANA CONTROLL OFFICE., on the therein named FAT TOPS LLC at 36380 MURRY LANE, SOLDOTNA, AK 99669- by handing to and leaving a true and correct copy thereof with FAT TOPS LLC, DAVID PARKER.



Process Server

Teri L. Stickler

Attorney/Requestor: MOLLOY SCHMIDT

Fees authorized by Administrative Rule 11

Service fee (a)(1)(ii)	\$45
Mileage fee (a)(7)	\$20
Fee for excess Mileage (a)(7) \$.560 per mile	0
Fee for excess Hours (a)(1)(iii)	0
(Total miles travel to obtain service _____)	
Sub-Total:	65
Tax:	3.90
Total Fees (recoverable from debtor)	68.90
Attempts:	0
DMV/Perm Fund/Fishing License/Voter Reg:	0
Sub-Total:	0
Tax:	0
Total Non Admin Rule 11	0
Total Fees this service	68.90

ANGLETON ENTERPRISE

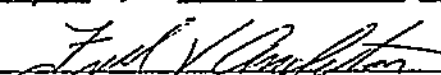
P.O. Box 4155

Soldotna, Alaska 99669

Phone: (907) 262-2266

Subscribed & Sworn to before me this

19 day of JUNE, 2018



Notary Public in & for the State of Alaska

My commission expires: 5/6/2020

Molloy Schmidt LLC  
Attorneys for Plaintiff  
110 S. Willow St., Ste. 101  
Kenai, Alaska 99611  
(907) 283-7373 • (907) 283-2835 facsimile  
e-distribution@molloysschmidt.com (Court System use only)

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

IBWT INVESTMENTS, LLC.

Plaintiff,

v.

FAT TOPS, L.L.C.

Defendant.

Filed in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

JUN 12 2018

Clerk of the Trial Courts  
By 3:59pm Deputy

Case No. 3KN-18- 4916 CI

**NOTICE TO ALCOHOL & MARIJUANA CONTROL OFFICE**

TO: Mr. James Hoelscher, Enforcement Supervisor  
Alcohol & Marijuana Control Office  
550 W 7th Ave, Suite 1600  
Anchorage, AK 99501

PLEASE TAKE NOTICE that the Plaintiff, IBWT INVESTMENTS, LLC, has declared a default in its Lease Agreement with the Defendant, FAT TOPS, LLC, for delinquency in payment of rent for the premises located at 36380 Murray Lane, Soldotna, AK 99669, and has filed the above-captioned action for forcible entry and detainer, seeking possession of the premises. The eviction hearing is scheduled as follows:

Hearing Date/Time: 6/21/18 @ 4:00pm before Judge  
Court Address: 125 TRADING BAY DRIVE, KENAI AK 99611  
Courtroom: 3

This Notice is being given to the Alcohol & Marijuana Control Office, Enforcement Supervisor, as required by the Addendum to the Lease Agreement. The Plaintiff will *not* be removing or taking possession of the Defendant's marijuana inventory.

MOLLOY SCHMIDT LLC

DATE: 6/12/18

  
ROBERT J. MOLLOY ABA #8011100  
Co-Counsel for Plaintiff

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT KENAI

IBWT INVESTMENTS, LLC

Plaintiff,

vs.

FAT TOPS, LLC,

Defendant.

CASE NO. 3KN-18- 4910 CI

**SUMMONS**  
**FORCIBLE ENTRY AND DETAINER**  
(Not valid without court seal)

To: FAT TOPS, LLC, Defendant. You are summoned and required to do the following:

1. Appear for a hearing to determine whether you should be evicted from the premises described in the attached complaint.

Hearing Date and Time: 6/21/18 at 4:00pm before Judge Hugelier

Court Address: 125 TRADING BAY DRIVE, KENAI AK 99611 Courtroom: 3

AND

2. File a written answer to all other claims made in the attached complaint within 20 days after the date this summons was served on you. An answer form (CIV-735) and instructions (CIV-720 booklet) are available at the court clerk's office and on the court system's website at [www.state.ak.us/courts/forms.htm](http://www.state.ak.us/courts/forms.htm).

Within the same 20-day time limit, you must also serve a copy of your answer on:

Plaintiff's attorney or plaintiff (if unrepresented) MOLLOY SCHMIDT LLC

Address: 110 S. WILLOW ST., STE. 101  
KENAI, ALASKA 99611

If you do not file a written answer, a default judgment may be entered against you for the relief demanded in the complaint (including back rent, payment for damages done to the premises and the costs of bringing this action).

AND

3. If you are not represented by an attorney, you must inform the court and all other parties in this case, in writing, of your current mailing address and any future changes to your mailing address and telephone number. You may use court form *Notice of Change of Address / Telephone Number* (TF-955), also available on the above website or at the clerk's office, to inform the court. If you do not keep the court and the plaintiff advised of your current address, you will not receive copies of documents filed in the case. This may include notices of hearings, court orders, judgments, etc.

-OR-

If you have an attorney, the attorney must comply with Alaska R. Civ. P 5(i).

This case has been assigned to Judge Anna M. Moran. For the eviction hearing only, the case may be assigned to a different judge.

(SEAL)

6/21/18  
Date

Angie Cramer  
Deputy Clerk

Molloy Schmidt LLC  
Attorneys for Plaintiff  
110 S. Willow St., Ste. 101  
Kenai, Alaska 99611  
(907) 283-7373 • (907) 283-2835 facsimile  
e-distribution@molloysschmidt.com (Court System use only)

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

IBWT Investments, LLC,  
  
Plaintiff,  
  
v.  
  
FAT TOPS, LLC,  
  
Defendant.

Filed in the  
State of Alaska Third District  
at Kenai, Alaska  
JUN 12 2018  
Clerk of the Trial Court  
By 319 Deputy

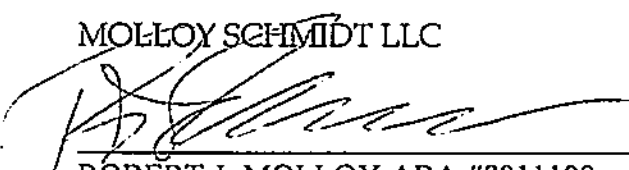
Case No. 3KN-18- 496 CI

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that ROBERT J. MOLLOY and KRISTINE A. SCHMIDT, Molloy Schmidt LLC, hereby enters their appearances as co-counsel on behalf of the Plaintiff, IBWT Investments, LLC, and request that all future pleadings and documents in the above-captioned cause be served upon the Plaintiff at the following address: Molloy Schmidt LLC, 110 South Willow Street, Suite 101, Kenai, Alaska, 99611.

DATE: 6/12/18

MOLLOY SCHMIDT LLC

  
ROBERT J. MOLLOY ABA #8011100  
Co-Counsel for Plaintiff

DATE: 6/12/18

  
KRISTINE A. SCHMIDT ABA #8411136  
Co-Counsel for Plaintiff



# Notice of Violation

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records ACT AS 40.25

Date: 9/28/17

License #/Type: 11140/Retail

Licensee: Fat Tops, LLC

Address: 36380 Murray Lane Soldotna, AK 99669

DBA: Fat Tops

AMCO Case #: AB17000436

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

**Note:** This is not an accusation or a criminal complaint.

On 9/28/17 AMCO observed that Fat Tops retail inventory did not match the inventory in METRC. METRC showed 22.3g of White Widow in Fat Top's inventory while there was no White Widow present. Further METRC showed that there was 116g of Blue Kush in the store's inventory while there was only 103g.

It was also observed that a large portion of the Fat Tops retail store's inventory was being kept in License # 11138, Fat Tops standard Cultivation's safe.

This is in violations of:

3AAC 306.330 Marijuana Inventory Tracking System

3AAC 306.305(a)(3) Retail Marijuana Store Privileges

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice. 3 AAC 306.810(3)(A)(B)(C) failed, within a reasonable time after receiving a notice of violation from the director, to correct any defect that is the subject of the notice of violation of AS 17.38 or this chapter, a condition or restriction imposed by the board or other applicable law.

**IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.**

**\*Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office  
ATTN: Enforcement  
550 W. 7<sup>th</sup> Ave, Suite 1600  
Anchorage, Alaska 99501  
[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)

Issuing Investigator: J. Rukes

Received by:

SIGNATURE:

SIGNATURE:

Delivered VIA: Mail

Date:



1A4020300003190000000017

2017-08-29-Clone  
Room-H

Blue Kush-Bud

Bud/Flower

0 g

No

TestPassed

No

09/17/2017

09/17/2017

Yes

No

Trace

Test Samples



Description	Employee	Date	Reported	Sources	External App
Sold 3.5 Grams from Package on Receipt 0000144149 on 9/25/2017	Michelle Williams (14275)	09/25/2017	09/26/2017 12:09 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000144161 on 9/25/2017	Michelle Williams (14275)	09/25/2017	09/26/2017 12:09 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000144169 on 9/25/2017	Michelle Williams (14275)	09/25/2017	09/26/2017 12:09 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000144180 on 9/25/2017	Michelle Williams (14275)	09/25/2017	09/26/2017 12:09 pm	API	Flowhub Grow/POS
Sold 3.5 Grams from Package on Receipt 0000152802 on 9/26/2017	Michelle Williams (14275)	09/26/2017	09/26/2017 02:21 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000152810 on 9/26/2017	Michelle Williams (14275)	09/26/2017	09/26/2017 02:21 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000152826 on 9/26/2017	Michelle Williams (14275)	09/26/2017	09/26/2017 02:21 pm	API	Flowhub Grow/POS
Sold 3.5 Grams from Package on Receipt 0000152827 on 9/26/2017	Michelle Williams (14275)	09/26/2017	09/26/2017 02:21 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000152828 on 9/26/2017	Michelle Williams (14275)	09/26/2017	09/26/2017 02:21 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000152830 on 9/26/2017	Michelle Williams (14275)	09/26/2017	09/26/2017 02:21 pm	API	Flowhub Grow/POS
Sold 0.5 Grams from Package on Receipt 0000152835 on 9/26/2017	Michelle Williams (14275)	09/26/2017	09/26/2017 02:21 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000152841 on 9/26/2017	Michelle Williams (14275)	09/26/2017	09/26/2017 02:21 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000152856 on 9/27/2017	Michelle Williams (14275)	09/27/2017	09/26/2017 02:22 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000152857 on 9/27/2017	Michelle Williams (14275)	09/27/2017	09/26/2017 02:22 pm	API	Flowhub Grow/POS
Sold 0.5 Grams from Package on Receipt 0000152860 on 9/27/2017	Michelle Williams (14275)	09/27/2017	09/26/2017 02:22 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000152861 on 9/27/2017	Michelle Williams (14275)	09/27/2017	09/26/2017 02:22 pm	API	Flowhub Grow/POS
Sold 1 Grams from Package on Receipt 0000152866 on 9/27/2017	Michelle Williams (14275)	09/27/2017	09/26/2017 02:22 pm	API	Flowhub Grow/POS
Removed Sales of 2 Grams from Receipt 0000117569 on 9/18/2017	Michelle Williams (14275)	09/18/2017	09/26/2017 03:26 pm	User	
Package adjusted by -2 Grams	Trenton Buning (15217)	11/22/2017	11/22/2017 11:09 am	User	
- Reason: Waste	Trenton Buning (15217)	11/22/2017	11/22/2017 11:09 am	User	



Tag	Harvest	Item	Category	Quantity	P.B.	P.B. No.	Lab Testing	A.H.	Date	Rcv'd	F.	D.	
1A4020300003190000000018	2017-08-29-Clone Room-H	Blue Kush-Bud	Bud/Flower	0 g	No		Test/Passed	No	09/17/2017	09/17/2017	Yes	No	
													<a href="#">Trace</a> <a href="#">Test Samples</a>



Description	Employee	Date	Reported	Sources	External App
Sold 0.75 Grams from Package on Receipt 0000213105 on 10/7/2017	Michelle Williams (14275)	10/07/2017	10/08/2017 08:40 pm	API	Flowhub Grow/POS
Sold 0.75 Grams from Package on Receipt 0000213109 on 10/7/2017	Michelle Williams (14275)	10/07/2017	10/08/2017 08:40 pm	API	Flowhub Grow/POS
Sold 0.75 Grams from Package on Receipt 0000213139 on 10/8/2017	Michelle Williams (14275)	10/08/2017	10/08/2017 08:41 pm	API	Flowhub Grow/POS
Sold 0.75 Grams from Package on Receipt 0000213171 on 10/8/2017	Michelle Williams (14275)	10/08/2017	10/08/2017 08:41 pm	API	Flowhub Grow/POS
Sold 0.75 Grams from Package on Receipt 0000221012 on 10/9/2017	Michelle Williams (14275)	10/09/2017	10/10/2017 08:54 pm	API	Flowhub Grow/POS
Sold 0.75 Grams from Package on Receipt 0000221194 on 10/9/2017	Michelle Williams (14275)	10/09/2017	10/10/2017 08:54 pm	API	Flowhub Grow/POS
Sold 0.75 Grams from Package on Receipt 0000221197 on 10/9/2017	Michelle Williams (14275)	10/09/2017	10/10/2017 08:54 pm	API	Flowhub Grow/POS
Package adjusted by -1.5 Grams	Trenton Buning (15217)	11/22/2017	11/22/2017 11:09 am	User	
- Reason: Waste	Trenton Buning (15217)	11/22/2017	11/22/2017 11:09 am	User	
Package finished	Trenton Buning (15217)	11/22/2017	11/22/2017 11:09 am	User	



**LANCE CHRISTIAN WELLS**  
**LAW OFFICES OF LANCE CHRISTIAN WELLS, LLC**  
**A Professional Corporation**  
**733 W. Fourth Avenue, Suite 308**  
**Anchorage, Alaska 99501**  
**(907) 274-9696**

e-mail: lwells@lci.net

Fax No. (907) 277-9859

November 30, 2017

Investigator J. Rukes  
Alcohol & Marijuana Control Office  
Attn: Enforcement  
550 W. 7<sup>th</sup> Ave, Suite 1600  
Anchorage, Alaska 99501

**Re: AMCO Case # AB17-000436; Date of Violation: 9/28/17**  
**Licensee: Fat Tops, LLC.**  
**Retail Marijuana Store License # 11140**

Dear Investigator Rukes:

I have been retained by Fat Tops, LLC. to respond to the above two notices of violation recently received. I will address them in the order of their occurrence as follows.

On September 28, 2017, it is alleged that AMCO investigator observed that Fat Tops retail inventory did not match the inventory in METRC. METRC showed 22.3 grams of White Widow in Fat Tops inventory while there was no White Widow present.

In response, the White Widow was among other bags of product on top of it within the safe, and the inspector discontinued searching for it as he wanted to move on and disallowed staff of Fat Tops to continue same. It was subsequently located upon his departure from the premises. The inspector was in a hurry, and did not want to take the time to allow a thorough search for the White Widow to occur. No product was missing it was accounted for.

As to the allegation that METRC showed that there was 116 grams of Blue Kush in the store's inventory while there was only 103 grams, is also incorrect.

In response, the remaining 13 grams were in the store's safe, as these remaining 13 grams were considered to be non-useable/non-retainable waste material, and was being held until such time as a decision could be made with what to do with it, AMCO notified, and its ultimate destruction.

Lastly, it is also alleged that a large portion of the Fat Tops retail store's inventory was being kept in license # 11138, Fat Tops Standard Cultivation's safe.

In response, at the time of the initial inspection and licensing of Fat Tops retail and cultivation, there was only one safe located inside the cultivation area that they used to hold their products for retail as the cultivation side had not yet produced any product. At the time of the initial inspection, the inspector had no problem with products for retail being stored there until the last inspection by Officer Rukes, who stated that retail-owned products must be kept in the retail area. The situation was remedied shortly following the inspection and all products that are owned by the retail store are now kept in the retail vault/safe. Furthermore, this alleged violation of 3AAC 306.305(a)(3) Retail Marijuana Store Privileges, "store marijuana and marijuana products on the licensed premises in a manner consistent with 3AAC 306.710-3AAC 306.720". Upon review of these headings and sub-sections, there appears to be no violation.

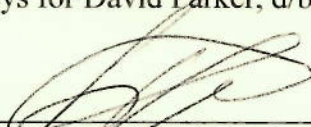
It is respectfully requested, that the alleged violations against Fat Tops, LLC Retail be dismissed. There is no basis in form, fact, or statutory authority to find a violation. Mr. Parker has not, nor would he do anything willful or intentional, to violate any rules set forth within this marijuana industry, by the State of Alaska, as codified in 3AAC 306 or other Alaska statutes.

Lastly, Mr. Parker requests to appear before the marijuana control board and be heard regarding the above violations.

Thank you for your time and attention to this matter. We look forward to working with you in building this marijuana industry.

Sincerely Yours,

LAW OFFICES OF LANCE C. WELLS, LLC  
Attorneys for David Parker, d/b/a Fat Tops, LLC.



---

Lance C. Wells

LCW/ejr

cc: David Parker, Fat Tops, LLC.

*Why should we believe it was "Found" After the inspection.  
We were never notified they "found" it. FLH*