Alaska Entity #10145944

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

The Connoisseur Lounge, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **October 23, 2020**.

Julie Anderson
Commissioner

Received by AMCO 10.13.21

COR

FOR DIVISION USE ONLY

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
Website: corporations.alaska.gov

Articles of Organization

Domestic Limited Liability Company

Web-10/23/2020 9:52:15 AM

1 - Entity Name

Legal Name: The Connoisseur Lounge, LLC

2 - Purpose

To own and operate a specialized retail store and any lawful purpose

3 - NAICS Code

452990 - ALL OTHER GENERAL MERCHANDISE STORES

4 - Registered Agent

Name: Mathew Chambers

Mailing Address: 10400 E Bradley Lake Ave, Palmer, AK 99645

Physical Address: 10400 E Bradley Lake Ave, Palmer, AK 99645

5 - Entity Addresses

Mailing Address: 10400 E Bradley Lake Ave, Palmer, AK 99645

Physical Address: 10400 E Bradley Lake Ave, Palmer, AK 99645

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Jana Weltzin			Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Jana Weltzin

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AK Entity #: 10145944
Date Filed: 10/23/2020
State of Alaska, DCCED

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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
Website: corporations.alaska.gov

Domestic Limited Liability Company

Initial Biennial Report

Entity Name: The Connoisseur Lounge, LLC

Entity Number: 10145944

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 10400 E BRADLEY LAKE AVE, PALMER, AK 99645

Mailing Address: 10400 E BRADLEY LAKE AVE, PALMER, AK 99645

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Mathew Chambers

Physical Address: 10400 E BRADLEY LAKE AVE, PALMER, AK 99645

Mailing Address: 10400 E BRADLEY LAKE AVE, PALMER, AK 99645

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Mathew Chambers	10400 E Bradley Lake Ave, Palmer, AK 99645	50	X	X
Elizabeth Warren	10400 E Bradley Lake Ave, Palmer, AK 99645	50	X	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

NAICS Code: 452990 - ALL OTHER GENERAL MERCHANDISE STORES

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Jana Weltzin

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AK Entity #: 10145944
Date Filed: 11/23/2020
State of Alaska, DCCED

THE STATE of ALASKA

202021276415

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

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NOV 23 2020
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CC25CC

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

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

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

1. Important: AS 10.50.765

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

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

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

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

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

3. Entity Information: AS 10.50.765

Entity Name: The Connoisseur Lounge, LLC

Alaska Entity Number: 10145944

K2988968

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4. REMOVE from Record: AS 10.50.765(b)

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

Name: _____ Name: _____

Name: _____ Name: _____

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

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Juneau
NOV 23 2020
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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
Elizabeth Warren	978 South Roskelley Circle, Palmer, AK 99645	40	x	
Trisha Torborg	10400 E. Bradley Lake Avenue, Palmer, AK 99645	24	x	
Mathew Chambers	10400 E. Bradley Lake Avenue, Palmer, AK 99645	36	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: 11-19-20

Printed Name: Mathew Chambers, Manager of The Connoisseur Lounge, LLC

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

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

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OPERATING AGREEMENT
OF
The Connoisseur Lounge, LLC

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This Operating Agreement ("**Agreement**") is dated effective December 11, 2020, among The Connoisseur Lounge, LLC, an Alaska limited liability company (the "**Company**"), and the interest holders of the Company set forth on Schedule 2.1.

SECTION 1 DEFINITIONS

Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement will have the meanings ascribed to them in the attached Appendix A.

SECTION 2 COMPANY

2.1 Company Information. Schedule 2.1 sets forth the following Company information:

(a) the name of each Interest Holder, and whether the Interest Holder is a Member or an Assignee;

(b) the number of Units owned by each Interest Holder;

(c) each Interest Holder's contribution to the Company, together with the date and value of the contribution;

(d) the value of each Interest Holder's Capital Account;

(e) the name of each Manager;

(f) the tax matters member of the Company; and

(g) the address of the Company and each Interest Holder.

2.2 Amendment. The Company will promptly amend and restate Schedule 2.1 to account for any changes in the information set forth on Schedule 2.1 resulting from matters that occur in accordance with the Act, the Articles of Organization, and this Agreement. Upon an amendment, the Company will promptly deliver to each Member a copy of the amended and restated Schedule 2.1.

2.3 Approval of Acts of Organizer. The Company and the Members approve, ratify, and confirm all acts previously taken by the organizer of the Company in connection with filing the Articles of Organization.

SECTION 3 PURPOSES AND POWERS

3.1 Purposes. The Company may own and operate a marijuana retail store, and other related businesses, all in accordance with the laws of the State of Alaska, the Alcohol and Marijuana Control Office (AMCO), the City of Palmer and the Matanuska-Susitna Borough. The Company will not conduct or promote any other business.

3.2 General Powers. Subject to the Act, the Company may have and exercise all powers and do every act not inconsistent with law which is necessary or convenient to promote and effect any and all of the purposes for which the Company is organized.

SECTION 4 MANAGEMENT AND MANAGEMENT RIGHTS OF MEMBERS

4.1 Management. The Company is a manager-managed limited liability company.

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4.2 **Rights of Managers**. Except as otherwise provided in this Agreement, any matter relating to the business of the Company will be exclusively decided by a Majority of Managers.

4.3 **Designation and Removal**. A Manager:

(a) must be designated, appointed, elected, removed, or replaced by a vote, approval, or consent of a Majority of Units; and

(b) holds office until a successor has been elected and qualified, unless the Manager sooner resigns or is removed.

(c) The members hereby designate, appoint, and elect Mathew Chambers as Manager of the Company.

4.4 **Matters Requiring Consent of All Members**. The following matters of the Company require the consent of all of the Members:

(a) the amendment of the Articles of Organization, except that the Company may file articles of merger or articles of conversion to effectuate a merger or conversion of the Company approved by the Members;

(b) the amendment of this Agreement, except that the Company may amend Schedule 2.1 in accordance with Section 2.2 without the consent of the Members; and

(c) the compromise, as among the Interest Holders, of an obligation to make a contribution under Section 5.2(b) or to return money or other property paid or Distributed in violation of any provision of the Act.

4.5 **Matters Requiring Consent of a Majority of Units**. The following matters of the Company require the consent of a Majority of Units:

(a) the sale, lease, exchange, mortgage, pledge, or transfer or disposition of any real property, or of all, or substantially all, of the Company's property;

(b) the merger of the Company with any other entity;

(c) subject to Section 4.17(g), a transaction involving an actual or a potential conflict of interest between a Member or Manager and the Company;

(d) a change in the nature of the Company's business;

(e) the admission of an Assignee as a Member under Section 11.1;

(f) the consent to dissolve the Company under Section 13.1(b); and

(g) any other matter specified in the Articles of Organization or this Agreement as requiring Member approval if no number or percentage of Members is otherwise stated.

4.6 **Meeting of Members**.

(a) The Company will hold a meeting of Members:

(1) on call of the Managers; or

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(2) if the holders of at least 10% of the Units sign, date, and deliver to the Company one or more written demands for the meeting.

(b) A Members' meeting may be held in or out of the State of Alaska at the Company's principal office or at any other place fixed by the Managers. The Managers may determine that a Members' meeting will occur solely by means of remote communication.

4.7 Action by Members Without a Meeting.

(a) Action required or permitted to be taken by the Members may be taken without a meeting if the action is taken by all the Members.

(b) The action taken under this Section 4.7 must be evidenced by one or more written consents describing the action taken, signed by all the Members, and delivered to the Company for inclusion in the minutes or filing with the Company records.

(c) Action taken under Section 4.7(a) is effective when the last Member signs the consent, unless the consent specifies an earlier or later effective date.

(d) A consent signed under this Section 4.7 has the effect of a meeting vote and may be described as such in any document.

4.8 Notice of Members' Meeting.

(a) The Company must notify Members of the date, time and place of each Members' meeting not earlier than 60 days nor less than 10 days before the meeting date.

(b) Notice of a meeting need not include a description of the purpose or purposes for which the meeting is called.

(c) If a Members' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment.

4.9 Waiver of Notice of Members' Meeting.

(a) A Member may at any time waive any notice required by this Agreement. The waiver must be in writing, be signed by the Member entitled to the notice and be delivered to the Company for inclusion in the minutes for filing with the Company records.

(b) A Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

4.10 Participation at Members' Meeting.

(a) Members and proxy holders that are not physically present for a Members' meeting may participate in the meeting, be deemed present in person and vote if the Managers authorize participation by remote communication. Participation by remote communication is subject to guidelines and procedures that the Managers adopt. The Company must maintain a record of the vote or other action of a Member or proxy holder that participates in a Members' meeting by remote communication.

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(b) The notice of each meeting of Members at which the Managers authorize participation in the manner described in Section 4.10(a) must state that the Managers authorize participation by remote communication and must describe how a Member may notify the Company of the Member's desire to participate in the meeting by remote communication.

4.11 **Meeting of Managers**. In the event that The Company has more than one Manger, the Managers may hold regular or special meetings in or out of the State of Alaska. The Managers may permit any or all Managers to participate in a regular or special meeting by, or conduct the meeting through, use of any means of communication by which all Managers participating may simultaneously hear each other during the meeting. A Manager participating in a meeting by this means is deemed to be present in person at the meeting.

4.12 **Action by Manager Without a Meeting**. Action required or permitted to be taken by the Manager may be taken without a meeting. If there are more than one Manager, action required or permitted to be taken by the Manager if the action is taken by all Managers.

4.13 **Notice of Managers' Meeting**. Regular meetings of the Manager(s) may be held without notice of the date, time, place or purpose of the meeting. Special meetings of the Managers must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting.

4.14 **Waiver of Notice of Managers' Meeting**. A Manager may at any time waive any notice required by this Agreement. A Manager's attendance at or participation in a meeting waives any required notice to the Manager of the meeting unless the Manager at the beginning of the meeting, or promptly upon the Manager's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

4.15 **Proxy**. A Member or Manager may appoint a proxy to vote or otherwise act for the Member or Manager by signing an appointment instrument, either personally or by the Member's or Manager's attorney-in-fact.

4.16 **Agency Power**. Each Manager is an agent of the Company for the purpose of its business. Subject to Section 4.4 and Section 4.5, any Manager may sign and deliver any instrument in the Company's name, including but not limited to any instrument transferring or affecting the Company's interest in real property.

4.17 **Duties and Standard of Conduct**.

(a) The only fiduciary duties a Manager owes to the Company and the Members are the duty of loyalty and the duty of care set forth in Section 4.17(b) and Section 4.17(d).

(b) A Manager's duty of loyalty to the Company and the Members includes the following:

(1) to account to the Company and hold for it any property, profit or benefit derived by the Manager in the conduct and winding up of the Company's business or derived from a use by the Manager of Company property; and

(2) except as provided in Section 4.17(f) and Section 4.17(g), to refrain from dealing with the Company in a manner adverse to the Company and to refrain from representing a person with an interest adverse to the Company, in the conduct or winding up of the Company's business.

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(c) A Manager will not violate the Manager's duty of loyalty to the Company and the Members by:

(1) competing with the Company in the conduct of the business of the Company before the dissolution of the Company; or

(2) entering into or engaging in, for the Manager's own account, an investment, business, transaction or activity that is similar to the investments, businesses, transactions or activities of the Company.

(d) A Manager's duty of care to the Company and the Members in the conduct and winding up of the business of the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct or a knowing violation of law.

(e) A Manager will discharge the duties to the Company and the Members under the Act or under this Agreement and exercise any rights consistent with the obligation of good faith and fair dealing.

(f) A Manager does not violate a duty or obligation under the Act or under this Agreement merely because the Manager's conduct furthers the Manager's own interest.

(g) A Manager may lend money to or transact other business with the Company, provided that any loan or transaction between the Manager and the Company must be authorized or ratified by a Majority of Units after full disclosure of all material facts.

(h) Loans and other transactions between the Company and a Manager are binding on the parties in the same manner as transactions between the Company and persons who are not Managers, subject to other applicable law.

(i) A Member who is not also a Manager owes no duties to the Company or the other Members solely by reason of being a Member.

4.18 Limitation of Liability and Indemnification.

(a) Except as otherwise provided in Section 4.18(b), the Company will:

(1) indemnify any person for acts or omissions as a Member or Manager; and

(2) eliminate the liability of a Member or Manager to the Company or the Members for damages from such acts or omissions.

(b) The Company may not indemnify a person for acts or omissions as a Member or Manager or eliminate the liability of a Member or Manager for:

(1) any breach of this Agreement;

(2) any breach of the Manager's duty of loyalty to the Company or the Members;

(3) acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;

(4) any unlawful Distribution under AS 10.50.320; or

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(5) any transaction from which the Member or Manager derives an improper personal benefit.

4.19 Liability of Members and Managers. The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company. A Member or Manager is not personally liable for a debt, obligation, or liability of the Company solely by reason of being or acting as a Member or Manager.

SECTION 5 CONTRIBUTIONS

5.1 Contributions. The contributions of a Member to the Company may consist of cash, property, services rendered, or a promissory note or other obligation to contribute cash or to perform services.

5.2 Liability for Contributions.

(a) A promise by a Member to contribute to the Company is not enforceable unless it is set out in writing and signed by the Member.

(b) The obligation of an Interest Holder to make a contribution may be compromised only by consent of all Members.

5.3 Initial Contributions. Each Member will, on or before the date of the Member's contribution set forth on Schedule 2.1:

(a) contribute to the Company the contribution of the Member set forth on Schedule 2.1; and

(b) deliver to the Company such deeds, bills of sale, certificates of title, assignments, and other documents that the Company may reasonably request for the contribution, in form and substance reasonably satisfactory to the Company.

5.4 Additional Contributions. No Interest Holder is required to make any additional contributions to the Company.

5.5 No Interest on Contributions. Except as otherwise provided in this Agreement, no Interest Holder will be paid any interest on any contribution.

5.6 Return of Contributions. Except as otherwise provided in this Agreement, no Interest Holder will have the right to receive any return of any contribution.

SECTION 6 CAPITAL ACCOUNTS

6.1 Maintenance of Capital Accounts. The Capital Accounts of the Interest Holders will be determined and maintained throughout the full term of the Company in accordance with the capital accounting rules of Treas Reg § 1.704-1(b)(2)(iv).

6.2 Basic Rules. Except as otherwise provided in Treas Reg § 1.704-1(b)(2)(iv), each Interest Holder's Capital Account will be:

(a) increased by:

(1) the amount of money contributed by the Interest Holder to the Company;

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(2) the fair market value of property contributed by the Interest Holder to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under IRC § 752); and

(3) allocations to the Interest Holder of Profit, including income and gain exempt from tax and income and gain described in Treas Reg § 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treas Reg § 1.704-1(b)(4)(i);

(b) decreased by:

(1) the amount of money Distributed to the Interest Holder by the Company;

(2) the fair market value of property Distributed to the Interest Holder by the Company (net of liabilities secured by such Distributed property that such Interest Holder is considered to assume or take subject to under IRC § 752);

(3) allocations to the Interest Holder of expenditures of the Company described in IRC § 705(a)(2)(B); and

(4) allocations of Loss, including loss and deduction described in Treas Reg § 1.704-1(b)(2)(iv)(g), but excluding items described in Section 6.2(b)(3) and loss or deduction described in Treas Reg § 1.704-1(b)(4)(i) or Treas Reg § 1.704-1(b)(4)(iii); and

(c) otherwise adjusted in accordance with the additional rules set forth in Treas Reg § 1.704-1(b)(2)(iv).

6.3 Section 704(c) Considerations. In cases where IRC § 704(c) and Treas Reg § 1.704-3 apply to Company property, the Interest Holders' Capital Accounts will be adjusted in accordance with Treas Reg § 1.704-1(b)(2)(iv)(g) for allocations to them of income, gain, loss, and deduction – including depreciation, depletion, amortization, or other cost recovery – as computed for book purposes, with respect to the property.

6.4 Revaluations of Property.

(a) Subject to Section 6.4(b), the Capital Accounts of the Interest Holders will be increased or decreased to reflect a revaluation of Company property on the Company's books upon the occurrence of any of the following events:

(1) a contribution of money or other property – other than a de minimis amount – to the Company by a new or existing Member as consideration for Units;

(2) a Distribution of Company property – other than a de minimis amount – by the Company to an Interest Holder as consideration for Units; or

(3) the liquidation of the Company.

(b) Adjustments to Capital Accounts under this Section 6.4 may be made only if:

(1) the adjustments are based on the fair market value of Company property – taking IRC § 7701(g) into account – on the date of adjustment;

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(2) the adjustments reflect the manner in which the unrealized income, gain, loss, or deduction inherent in such property – that has not been reflected in the Capital Accounts previously – would be allocated among the Interest Holders if there were a taxable disposition of such property for such fair market value on that date;

(3) the Interest Holders' Capital Accounts are adjusted in accordance with Treas Reg § 1.704-1(b)(2)(iv)(g) for allocations to them of depreciation, depletion, amortization, and gain or loss, as computed for book purposes, with respect to such property; and

(4) the Interest Holders' distributive shares of depreciation, depletion, amortization, and gain or loss, as computed for tax purposes, with respect to such property will be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under IRC § 704(c) and Treas Reg § 1.704-1(b)(4)(i).

6.5 **Transfers of Units**. Upon a sale, exchange, gift, or other transfer of Units by an Interest Holder, the Capital Account of the Interest Holder that is attributable to the Units will carry over to the transferee.

6.6 **Section 754 Elections**. Upon adjustment to the adjusted tax basis of Company property under IRC § 732, IRC § 734, or IRC § 743, the Capital Accounts of the Interest Holders will be adjusted as provided in Treas Reg § 1.704-1(b)(2)(iv)(m).

6.7 **Negative Capital Account Balances**. No Interest Holder will be obligated to restore a negative Capital Account balance.

SECTION 7 ALLOCATION OF PROFITS AND LOSSES

7.1 **Allocation of Profits and Losses**.

(a) After giving effect to the allocation provisions set forth on Schedule 7.1, Profits and Losses will be allocated among the Interest Holders in proportion to their Units.

7.2 **Transfer of Units**. If an Interest Holder sells, exchanges, or liquidates some or all of the Interest Holder's Units, then to the extent permitted by IRC § 706, Profits and Losses will be allocated between the former Interest Holder and the Interest Holder's successor-in-interest as follows:

(a) the Company taxable year with respect to the Units will close on the date of such sale, exchange, or liquidation;

(b) the former Interest Holder will be allocated the amount of the Profits and Losses attributable to the Units for the Company taxable year ending with the date of such sale, exchange, or liquidation; and

(c) the Interest Holder's successor-in-interest will be allocated the amount of the Profits and Losses attributable to the Units after the date of such sale, exchange, or liquidation.

7.3 **Distributions In Kind**. The Profits or Losses attributable to any asset in kind that is Distributed to one or more Interest Holders:

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(a) will be determined as if the asset had been sold at its fair market value before the dissolution and winding up of the Company; and

(b) will be allocated as provided in Section 7.1.

SECTION 8 DISTRIBUTIONS

8.1 Allocation of Interim Distributions. Distributions of cash or other assets of the Company before the dissolution and winding up of the Company will be allocated among the Interest Holders as follows:

(a) first, in proportion to their Units, until each Interest Holder has received the amount due and owing to the Interest Holder under Section 8.2(a);

(b) next, in proportion to their Unreturned Capital Contributions, until each Interest Holder has received Distributions in an amount equal to the Interest Holder's Unreturned Capital Contribution; and

(c) next, in proportion to their Units.

8.2 Right to Interim Distributions. Except as provided in AS 10.50.185 or AS 10.50.320, and subject to Section 8.1, an Interest Holder is entitled to receive Distributions from the Company before the dissolution and winding up of the Company as follows:

(a) on or before March 31 of each calendar year, the Income Tax Distributions for the previous calendar year; and

(b) to the extent and at such other times as a Majority of Managers may determine.

8.3 Distribution In Kind.

(a) No Interest Holder, regardless of the nature of the Interest Holder's contribution, has any right to demand and receive any Distribution from the Company in any form other than cash.

(b) No Interest Holder may be compelled to accept a Distribution of any asset in kind from the Company to the extent that the percentage of the asset Distributed to the Interest Holder exceeds a percentage of that asset that is equal to the percentage in which the Interest Holder shares in operating or liquidating Distributions, as the case may be, from the Company.

(c) The value of any asset in kind that is Distributed will be the fair market value of the asset as of the date of Distribution.

(d) If an asset in kind is Distributed to more than one Interest Holder, the Interest Holders will own the asset as tenants in common.

8.4 Limitations on Distribution.

(a) A Distribution may be made by the Company to any Interest Holder only if, after giving effect to the Distribution, in the judgment of the Managers:

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(1) the Company would be able to pay its debts as they become due in the ordinary course of business; and

(2) the fair value of the total assets of the Company would at least equal the sum of:

(A) its total liabilities; plus

(B) the amount that would be needed, if the Company were to be dissolved at the time of the Distribution, to satisfy the preferential rights upon dissolution, if any, of other Interest Holders that are superior to the rights of the Interest Holders receiving the Distribution.

(b) The Managers may base a determination that a Distribution is not prohibited under Section 8.4(a) either on:

(1) financial statements that the Managers reasonably believe have been prepared on the basis of accounting practices and principles that are reasonable in the circumstances; or

(2) a fair valuation or other method that the Managers reasonably believe is reasonable in the circumstances.

(c) For purposes of this Section 8.4, the amount, if any, by which a liability as to which the recourse of creditors is limited to specific property of the Company exceeds the fair value of the specific property will be disregarded as a liability of the Company.

(d) The effect of a Distribution under Section 8.4(a) is measured for purposes of this Section 8.4:

(1) in the case of a Distribution by purchase, retirement, or other acquisition of all or a portion of an Interest Holder's Units, as of the earlier of the date the money or other property is transferred or debt incurred by the Company or the date the Interest Holder ceases to be an Interest Holder with respect to the Units purchased, retired, or otherwise acquired;

(2) in the case of any other Distribution of indebtedness, as of the date the indebtedness is Distributed; and

(3) in all other cases, as of the date a Distribution is authorized if the payment occurs within 120 days after the date of authorization or the date the payment is made if it occurs more than 120 days after the date of authorization.

SECTION 9 WITHDRAWAL

9.1 Withdrawal. A Member has no power to withdraw voluntarily from the Company.

9.2 Expulsion. A Member may not be expelled from the Company.

SECTION 10 CESSATION OF MEMBERSHIP

10.1 Cessation of Membership. A Member will cease to be a Member in the Company only upon the occurrence of a Call Option Triggering Event with respect to the Member.

10.2 Effect of Cessation.

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(a) Except as otherwise provided in Section 10.2(b), following the cessation of membership:

(1) the holder of the former Member's Units will be an Assignee with respect to the Units;

(2) except as otherwise provided in AS 10.50.305 or AS 10.50.320, until the Assignee becomes a Member, the Assignee has no liability, duty, or obligation as a Member solely as a result of the cessation; and

(3) the former Member is not released from liability as a Member accruing or arising prior to the cessation solely as a result of the cessation, and is not relieved of any fiduciary duties the former Member otherwise may continue to owe the Company or the other Members.

(b) If the Member who ceases to be a Member is the only Member of the Company, the holder of the former Member's Units will become a Member simultaneously with and upon the cessation of membership.

SECTION 11 ASSIGNEES

11.1 Admission of Assignee as Member. An Assignee may become a Member upon the consent of a Majority of Units.

11.2 Rights of Assignee Who Becomes Member.

(a) An Assignee who becomes a Member has the rights and powers, and is subject to the restrictions and liabilities, of a Member under the Act, the Articles of Organization, and this Agreement. An Assignee who becomes a Member also is liable for any obligations of the former holder of the Assignee's Units to make contributions under AS 10.50.280.

(b) Whether or not an Assignee becomes a Member, the former holder of the Assignee's Units is not released from the former holder's liability to the Company to make contributions under AS 10.50.280.

SECTION 12 ISSUANCE OF UNITS

12.1 Issuance of Units. As of the Date of this Agreement, the Company has issued 100 units and shall not issue any more units unless unanimous approval of all Interest Holders. The Company may issue Units, options, or other rights to acquire Units to a person after the date of this Agreement, and admit the person as a Member with respect to issued Units, upon the consent of Majority of Managers:

(a) if the person is a party to this Agreement;

(b) if the person becomes a party to this Agreement by signing a Joinder Agreement; or

(c) with respect to options or other rights to acquire Units, if the exercise of the option or other right is contingent upon the person becoming a party to this Agreement by signing a Joinder Agreement.

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12.2 **Consent**. Each party to this Agreement consents to a person that is issued Units, options, or other rights to acquire Units by the Company becoming a party to this Agreement if the person signs a Joinder Agreement.

SECTION 13 DISSOLUTION

13.1 **Dissolution**. The Company will be dissolved and its affairs will be wound up upon the first to occur of the following:

(a) upon reaching the time for dissolution, if any, specified in the Articles of Organization;

(b) by the consent of a Majority of Units;

(c) intentionally left blank;

(d) at such time as the Company has no Members;

(e) upon administrative dissolution by the Secretary of State under AS 10.50.408, but only after the two-year period for reinstatement in AS 10.50.408 expires; and

(f) upon entry of a judgment of judicial dissolution under AS 10.50.405 or AS 10.50.408.

13.2 **Distribution of Assets Upon Dissolution**. Upon the winding up of the Company, the assets of the Company will be Distributed and applied in the following priority:

(a) to the extent permitted by law, to creditors, including Interest Holders and former Interest Holders who are creditors, in satisfaction of liabilities of the Company other than liabilities for Distributions to Interest Holders under Section 8.2;

(b) to Interest Holders and former Interest Holders in satisfaction of the Company's obligations for Distributions due and owing under Section 8.2; and

(c) after giving effect to the allocation provisions under Section 7.1, to each Interest Holder in an amount equal to the Interest Holder's positive Capital Account balance.

13.3 **Effect of Dissolution; Winding Up**.

(a) Upon dissolution, the Company continues its existence, but may not carry on any business except that which is appropriate to wind up and liquidate its business and affairs, including:

(1) collecting the Company's assets;

(2) disposing of the Company's properties that will not be Distributed in kind to the Interest Holders;

(3) discharging or making provision for discharging the Company's liabilities;

(4) Distributing the Company's remaining property among the Interest Holders in accordance with Section 13.2;

(5) adopting a plan of merger; and

(6) doing other acts necessary to wind up and liquidate the Company's business and affairs.

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(b) The Managers may wind up the Company's affairs.

SECTION 14 ACCOUNTING, TAXES, REGULATION AND BANKING

14.1 **Books of Account**. The Company will keep complete and accurate books of account and records in a manner sufficient to effect and carry out this Agreement. The books of account and records will be kept in accordance with sound accounting practices consistently applied.

14.2 **Taxable Year**. The Company will have a taxable year ending on December 31.

14.3 **Bank Accounts**. All Company funds will be deposited in one or more bank accounts in the Company's name. The Managers will determine the banks, the types of accounts, and the individuals who have authority with respect to the accounts. Company funds will not be commingled with the funds of any Member(s) or Manager(s). Notwithstanding the above, if Managers are not able to obtain bank accounts for deposit of Company funds, Managers will hold Company funds in a secure vault, safe or other method of safe keeping.

14.4 **Tax and Regulatory Returns and Reports**. The Company will cause to be prepared and submitted in a timely fashion all federal, state, and local income and other tax returns and regulatory reports for the Company. Within 90 days after the end of a taxable year, the Company will deliver to each Interest Holder:

(a) any financial statements of the Company for the taxable year;

(b) a statement showing the share of Company income, gain, loss, credit, and deduction for income tax purposes allocated to each Interest Holder for the taxable year; and

(c) any other information concerning the Company that the Interest Holder may require to complete the Interest Holder's federal, state, and local income tax returns.

14.5 **Reporting**. Each Interest Holder will report the Interest Holder's share of Company income, gain, loss, credit, and deduction for income tax purposes in a manner consistent with this Agreement.

14.6 **Tax Matters Member**. The Company will have a tax matters member who will have all of the powers and obligations of a "tax matters partner" under IRC § 6231(a)(7). The tax matters member must be a Member, and must be designated or replaced by the Managers.

14.7 **Tax Elections**. The Managers may make all of the Company's tax elections permitted under the Internal Revenue Code, including but not limited to elections under IRC § 754.

SECTION 15 RECORDS AND REPORTS

15.1 **Company Records**.

(a) The Company will keep at its principal office or registered office the following:

(1) a current list of the full name and last-known business, residence, or mailing address of each Interest Holder and Manager, both past and present;

(2) a copy of the Articles of Organization and all amendments to the Articles of Organization, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

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(3) copies of the Company's federal, state and local income and other tax returns and regulatory reports, if any, for the three most recent years, or as otherwise required by law or regulation; and

(4) a copy of this Agreement and all amendments to this Agreement, copies of any writings permitted or required under the Act, and copies of any financial statements of the Company for the three most recent years.

(b) Any Company records are subject to inspection and copying at the reasonable request, and at the expense, of any Interest Holder during ordinary business hours.

15.2 Scope of Inspection Right.

(a) An Interest Holder's agent or attorney has the same inspection and copying rights as the Interest Holder.

(b) The right to copy records includes, if reasonable, the right to receive copies made by photographic, xerographic, or other means.

(c) The Company may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the Interest Holder. The charge may not exceed the estimated cost of production or reproduction of the records.

(d) The Company may comply with an Interest Holder's demand to inspect the record of Interest Holders by providing the Interest Holder with a list of Interest Holders that was compiled no earlier than the date of the Interest Holder's demand.

15.3 Certain Expense Reports to Interest Holders. If the Company indemnifies or advances expenses to a Member or Manager in connection with a proceeding by or in the right of the Company, the Company will report the indemnification or advance in writing to the Interest Holders.

SECTION 16 RESTRICTIONS ON TRANSFER

16.1 Restriction. No Transfer of Units may be made unless the Transfer is expressly permitted or required by this Agreement.

16.2 Securities Laws. No offer or Transfer of Units may be made unless pursuant to an effective registration statement filed under the Securities Act of 1933 and applicable state securities laws, or unless the Company receives an opinion of counsel, in form and from counsel satisfactory to the Company, that the offer or Transfer is exempt from the registration requirements of the Securities Act of 1933 and applicable state securities laws.

16.3 Transferees.

(a) No Transfer of Units may be made unless the transferee is a party to this Agreement, or becomes a party to this Agreement by signing a Joinder Agreement.

(b) If a Transfer of Units expressly permitted or required by this Agreement is made to a person other than the Company:

(1) the transferee will be an Assignee with respect to the Units if:

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(A) neither the transferee nor the transferor was a Member immediately before the Transfer occurred; or

(B) the Transfer causes a cessation of membership under Section 10.1, and Section 10.2(b) does not apply; and

(2) the transferee will be a Member with respect to the Units in all other cases.

16.4 **Consent**. Each party to this Agreement consents to a permitted transferee becoming a party to this Agreement if the permitted transferee signs a Joinder Agreement.

16.5 **Prohibited Transfers**. Any Transfer of Units that is not expressly permitted or required by this Agreement will be null and void and have no force or effect unless the Company is required by applicable law to recognize the Transfer or unless the Company and all of the Members elect to recognize the Transfer.

16.6 **Indemnification**. Each Interest Holder will defend and indemnify the Company and each present and future member, assignee, manager, officer, employee, and representative of the Company for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of any Transfer of Units by the Interest Holder that is not expressly permitted or required by this Agreement.

SECTION 17 PERMITTED TRANSFERS

An Interest Holder may Transfer Units as follows, subject to the terms and conditions set forth in Section 16:

17.1 **Prior Consent**. An Interest Holder may Transfer Units with the prior written consent of all of the other Members, which the Members may withhold in their sole discretion.

17.2 **Merger or Conversion**. An Interest Holder may Transfer Units in accordance with a plan of merger or plan of conversion approved by the Company.

17.3 **Death**. Subject to Section 18, an Interest Holder may Transfer Units by devise, intestate succession, or operation of law upon the Interest Holder's death.

SECTION 18 CALL OPTION TRIGGERING EVENTS

18.1 **Call Option Triggering Events**. Each of the following is a Call Option Triggering Event:

(a) the death of an Interest Holder;

(b) the incompetency of an Interest Holder, if an entry of a judgment by a court of competent jurisdiction adjudicates the Interest Holder incompetent to manage the Interest Holder's person or estate;

(c) the Bankruptcy of an Interest Holder;

(d) an Interest Holder materially breaches this Agreement and fails to cure the breach within 30 days after the Company or any other Interest Holder notifies the Interest Holder of the breach; and

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(e) an Interest Holder's Transfer of Units, unless the Transfer is expressly permitted or required by this Agreement.

(f) an Interest Holder becomes ineligible to be a marijuana establishment licensee, or becomes ineligible to hold a valid and current marijuana handler permit under the laws and regulations of the State of Alaska or under the Code of the Municipality of Anchorage.

(g) Interest Holder takes actions that cause the Company substantial and material reputational damage – however, subtracted from the buyout amount shall be the estimated amount of damage caused to Company.

18.2 Notice.

(a) If the Company obtains actual knowledge that a Call Option Triggering Event has occurred with respect to an Interest Holder, the Company will promptly give each Interest Holder a notice stating that the Call Option Triggering Event has occurred.

(b) If an Interest Holder obtains actual knowledge that a Call Option Triggering Event has occurred with respect to any Interest Holder, and if the Interest Holder knows or should know that the Company has not obtained such knowledge, the Interest Holder will promptly give the Company a notice stating that the Call Option Triggering Event has occurred.

18.3 Company's Option to Buy.

(a) For 120 days after the delivery of the notice specified in Section 18.2(a), and subject to Section 18.3(b) and Section 18.3(c), the Company will have the option to buy some or all of the Call Option Units owned by the Interest Holder (including units subject to Section 18.1(e)) to whom the Call Option Triggering Event occurred, at the price determined in accordance with Section 19 and on the terms and conditions set forth in Section 20.

(b) If a Call Option Event occurs to Mathew Chambers, and if Elizabeth Warren and Trisha Torborg are Members, then Elizabeth Warren and Trisha Torborg may cause the Company to assign the option in Section 18.3(a) to Elizabeth Warren and Trisha Torborg, with respect to some or all of the Call Option Units.

(c) If a Call Option Event occurs to Elizabeth Warren and Trisha Torborg, and if Mathew Chambers is a Member, then Mathew Chambers may cause the Company to assign some or all of the option in Section 18.3(a) to Mathew Chambers, with respect to some or all of the Call Option Units.

(d) The Company (or a permitted assignee under this Section 18.3) may exercise the option by delivering to the Interest Holder a notice stating that the option is exercised and specifying the number of Call Option Units for which the option is exercised.

(e) If the Company (or a permitted assignee under this Section 18.3) does not exercise the option with respect to all of the Call Option Units owned by the Interest Holder within the 120-day period after the delivery of the notice specified in Section 18.2(a), the Company will promptly give the other Members a notice stating that fact and the number of Call Option Units for which the option was and was not exercised.

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18.4 Other Members' Option to Buy.

(a) For 60 days after the delivery of the notice specified in Section 18.3(e), each other Member will have the option to buy some or all of the Call Option Units owned by the Interest Holder for which the option was not exercised by the Company (or a permitted assignee under this Section 18.3), at the price determined in accordance with Section 19 and on the terms and conditions set forth in Section 20.

(b) An other Member may exercise the option by delivering to the Company and the Interest Holder to whom the Call Option Triggering Event occurred a notice stating that the option is exercised and specifying the number of Call Option Units for which the option is exercised.

18.5 Sale to the Company and the other Members. If one or more of the options under Section 18.3 or Section 18.4 are exercised with respect to some or all of the Call Option Units owned by the Interest Holder:

(a) the Company (or a permitted assignee under this Section 18.3) will buy from the Interest Holder – and the Interest Holder will sell to the Company (or the permitted assignee) – the number of Call Option Units for which the option was exercised by the Company (or the permitted assignee), subject to the terms and conditions of this Agreement;

(b) each other Member who exercised an option will buy from the Interest Holder – and the Interest Holder will sell to each other Member who exercised an option – the number of Call Option Units for which the option was exercised by the other Member, subject to the terms and conditions of this Agreement;

(c) if more than one other Member exercised an option under Section 18.4, and if the aggregate number of Call Option Units specified in the other Members' notices in Section 18.4(b) exceeds the aggregate number of Call Option Units available to be bought by the other Members, then:

(1) each other Member who exercised an option will have the right to buy the number of Call Option Units equal to the lesser of:

(A) the number of Call Option Units specified in the other Member's notice in Section 18.4(b); and

(B) such proportion of the aggregate number of Call Option Units available to be bought by the other Members as the number of Units owned by the other Member bears to the number of Units owned by all other Members who exercised the option; and

(2) if the aggregate number of Call Option Units specified in the other Members' notices in Section 18.4(b) exceeds the aggregate number of Call Option Units that the other Members have a right to buy under Section 18.5(c)(1), then each other Member who exercised an option to buy more Call Option Units than the other Member's proportion under Section 18.5(c)(1)(B) will have the right to buy such proportion of such excess as:

(A) the number of Call Option Units specified in the other Member's notice in Section 18.4(b) *minus* the number of Call Option Units that the other Member has a right to buy under Section 18.5(c)(1);

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(B) the aggregate number of Call Option Units specified in the other Members' notices in Section 18.4(b) *minus* the number of Call Option Units that the other Members have a right to buy under Section 18.5(c)(1); and

(d) the sale will occur in accordance with Section 21.

18.6 Continued Ownership. If the options under Section 18.3 or Section 18.4 are not exercised with respect to all of the Call Option Units owned by the Interest Holder, the Interest Holder will continue to own the number of the Interest Holder's Call Option Units for which no option was exercised, subject to the terms and conditions of this Agreement.

SECTION 19 PRICE

If the price of any Units is to be determined in accordance with this Section 19, the price will be determined as follows:

19.1 Agreed Value. If the seller and the buyers agree on a price of the Units within 30 days after the determination of the parties buying the Units and the number of Units being bought by each party, the price of the Units will be as agreed.

19.2 Price Per Unit. If the seller and the buyers cannot agree on the price of the Units within 30 days after the determination of the parties buying the Units and the number of Units being bought by each party, then the price of the Units will be determined as follows:

(a) the fair market value of the net assets of the Company as of the last day of the calendar month in which the event giving rise to the sale occurred will be determined by appraisal;

(b) the Company, after consulting with its accountant and legal counsel, will determine the amount that the seller would have received if, on the last day of the calendar month in which the event giving rise to the sale occurred:

(1) the liabilities of the Company had been satisfied, and the assets of the Company had been sold for the appraised fair market value of the net assets;

(2) the Capital Accounts of the Interest Holders had been adjusted to reflect the Profits or Losses that would have been allocated to the Interest Holders after satisfying such liabilities and selling such assets; and

(3) the appraised fair market value of the net assets had been distributed to the Interest Holders in accordance with Section 13.2(c);

(c) the price of the Units will be the amount that the seller would have received under Section 19.2(b)(3);

(d) no minority discount or lack of marketability discount will be applied.

19.3 Appraisal. If the fair market value of the net assets of the Company is to be determined by appraisal, the fair market value of the net assets of the Company will be determined in accordance with the following provisions:

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(a) if the seller and the buyers agree on and retain an appraiser within 30 days after the expiration of the period specified in Section 19.2, the fair market value of the net assets of the Company will be determined by the appraiser;

(b) if the seller and the buyers cannot agree on and retain an appraiser within 30 days after the expiration of the period specified in Section 19.2:

(1) each of the seller and the buyers will retain an appraiser within an additional 30 days;

(2) within an additional 30 days the appraisers will designate a third appraiser and the seller and the buyers will retain the third appraiser; and

(3) the fair market value of the net assets of the Company will be determined by the third appraiser;

(c) within 60 days after the appraiser who is to determine the fair market value of the net assets of the Company is retained, the appraiser will deliver to the seller and the buyers a written and signed document which sets forth the appraiser's determination of the fair market value of the net assets of the Company, together with a discussion of the facts, considerations, and opinions on which the determination is based;

(d) the appraiser's determination of the fair market value of the net assets of the Company will be binding on the seller and the buyers;

(e) each appraiser will be a practicing real estate appraiser;

(f) each of the seller and the buyers may present facts and opinions to the appraisers, and the appraisers will consider all relevant facts and opinions presented by the seller and the buyers;

(g) each of the seller and the buyers will pay all of the fees, costs, and expenses of any appraiser retained solely by them; and

(h) each of the seller and the buyers will pay 50% of the fees, costs, and expenses of any appraiser retained by both of them.

SECTION 20 PAYMENT TERMS

If the terms and conditions of a sale of any Units are to be determined in accordance with this Section 20, the terms and conditions will be determined as follows:

20.1 **Agreed Terms**. If the seller and the buyers agree on the terms and conditions of the sale of the Units within 30 days after the determination of the parties buying the Units and the number of Units being bought by each party, the terms and conditions of the sale of the Units will be as agreed.

20.2 **Payment Terms**. If the seller and the buyers cannot agree on the terms and conditions of the sale of the Units within 30 days after the determination of the parties buying the Units and the number of Units being bought by each party, the terms and conditions will be as follows:

(a) 10% of the price of the Units will be paid on the date that the sale occurs;

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(b) the balance of the price of the Units, together with interest on the unpaid balance from the date of the sale of the Units, will be paid in 60 equal monthly installments of principal and interest;

(c) the first installment will be due on the first day of the first calendar month after the date of the sale of the Units, and subsequent installments will be due on the same day of each following month;

(d) the buyers will pay interest on the unpaid balance at the greater of:

(1) an annual rate of 2.0%; or

(2) the "applicable Federal rate" under IRC § 1274(d) as of the date of the sale of the Units;

(e) if an Interest Holder is a buyer, the Interest Holder's obligation to pay the balance of the price of the Units will be evidenced by a nonnegotiable promissory note, in form and substance reasonably satisfactory to the seller; and

(f) if the Company is a buyer, the Company's obligation to pay the balance of the price of the Units will be evidenced by a nonnegotiable promissory note, in form and substance reasonably satisfactory to the seller.

SECTION 21 SALE OF UNITS

If the sale of any Units is to occur in accordance with this Section 21, the sale will occur as follows:

21.1 Sale.

(a) The sale will occur at a time and date fixed by the seller and the buyers within 30 days after the final determination of the price of the Units, if the price of the Units is determined in accordance with Section 19.

(b) The sale will take place at the Company's principal office, or at a place fixed by the seller and the buyers.

(c) All sales to all buyers will occur – and will be deemed to have occurred – simultaneously.

21.2 Deliveries.

(a) Each buyer will sign and deliver to the seller:

(1) a certified check in the amount of the portion of the price of the Units that will be paid on the date that the sale occurs;

(2) if the buyer is the Company, a redemption agreement that contains:

(A) a representation and warranty by the Company that the Company can lawfully buy the Units under the Act; and

(B) such other terms and conditions that are customarily included in a redemption agreement, in form and substance reasonably satisfactory to the Company and the seller;

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(3) if the buyer is an Interest Holder, a unit purchase agreement that contains:

(A) investment representations and warranties by the buyer to ensure compliance with all applicable securities laws, in form and substance reasonably satisfactory to the seller; and

(B) such other terms and conditions that are customarily included in a unit purchase agreement, in form and substance reasonably satisfactory to the buyer and the seller; and

(4) any promissory note required by Section 20.2(e) or Section 20.2(f).

(b) The seller will deliver to the buyers any certificates representing the Units, together with assignments endorsed to the appropriate buyers, in form and substance reasonably satisfactory to the buyers.

(c) The seller will sign and deliver to each buyer:

(1) if the buyer is the Company, a redemption agreement that contains:

(A) representations and warranties by the seller that the seller is the sole owner of the Units and that the Units are free from any encumbrance, including but not limited to any security interest or lien;

(B) investment representations and warranties by the seller to ensure compliance with all applicable securities laws, in form and substance reasonably satisfactory to the Company; and

(C) such other terms and conditions that are customarily included in a redemption agreement, in form and substance reasonably satisfactory to the Company and the seller; and

(2) if the buyer is an Interest Holder, a unit purchase agreement that contains:

(A) representations and warranties by the seller that the seller is the sole owner of the Units and that the Units are free from any encumbrance, including but not limited to any security interest or lien;

(B) investment representations and warranties by the seller to ensure compliance with all applicable securities laws, in form and substance reasonably satisfactory to the buyer; and

(C) such other terms and conditions that are customarily included in a unit purchase agreement, in form and substance reasonably satisfactory to the buyer and the seller.

(d) The seller, the buyers, and the Company will sign and deliver all other documents and take or cause to be taken all other acts that they deem necessary or appropriate to effect and carry out the sale of the Units.

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SECTION 22 **Intentionally left blank.**

SECTION 23 **Intentionally left blank.**

SECTION 24 **NONDISCLOSURE**

24.1 **Use Restrictions and Nondisclosure Obligations**. During an Interest Holder's Nondisclosure Period:

(a) the Interest Holder will not use Confidential Information for any purpose without the Company's specific prior written authorization, except the Interest Holder may use Confidential Information to promote and effect the purposes of the Company; and

(b) the Interest Holder will not disclose Confidential Information to any person without the Company's specific prior written authorization, except the Interest Holder may disclose Confidential Information:

(1) to the extent necessary to promote and effect the purposes of the Company, on a need-to-know basis, to persons who are informed by the Interest Holder of the confidential nature of the Confidential Information and the obligations of the Interest Holder under this Section 24;

(2) on a need-to-know basis, to Representatives of the Company or the Interest Holder who are informed by the Interest Holder of the confidential nature of the Confidential Information and the obligations of the Interest Holder under this Section 24; or

(3) in accordance with a judicial or other governmental order, but only if the Interest Holder promptly notifies the Company of the order and complies with any applicable protective or similar order.

24.2 **Notification and Assistance Obligations**. During an Interest Holder's Nondisclosure Period, the Interest Holder will:

(a) promptly notify the Company of any unauthorized use or disclosure of Confidential Information, or any other breach of this Section 24; and

(b) assist the Company to retrieve any Confidential Information that was used or disclosed by the Interest Holder or the Interest Holder's Representatives without the Company's specific prior written authorization and to mitigate the harm caused by the unauthorized use or disclosure.

24.3 **Exceptions**. An Interest Holder will not breach Section 24.1 or Section 24.2 by using or disclosing Confidential Information if the Interest Holder demonstrates that the information used or disclosed:

(a) is generally available to the public other than as a result of a disclosure by the Interest Holder or a Representative of the Interest Holder; or

(b) was received by the Interest Holder from another person without any limitations on use or disclosure, but only if the Interest Holder had no reason to believe that the other person was prohibited from using or disclosing the information by a contractual or fiduciary obligation.

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24.4 **Return of Confidential Information**. Upon the Company's request, each Interest Holder will promptly return to the Company all materials containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the Interest Holder.

SECTION 25 TERMINATION

25.1 **Agreement**. This Agreement will terminate with respect to all parties upon the earliest to occur of the following:

(a) upon the written agreement of the parties;

(b) upon the merger of the Company with another business entity, if the Company is not the surviving business entity; and

(c) upon the conversion of the Company into another business entity.

25.2 **Interest Holder**.

(a) This Agreement will terminate with respect to an Interest Holder if the Interest Holder sells, exchanges, gifts, or otherwise liquidates all of the Interest Holder's Units in accordance with this Agreement, other than by operation of law as a result of the Interest Holder's death, incompetency, or Bankruptcy.

(b) Each Interest Holder will sign a Joinder Agreement if the Interest Holder sells all of the Interest Holder's Units in accordance with this Agreement, is granted a security interest in some or all of such Units, and subsequently forecloses the security interest and reacquires some or all of such Units.

25.3 **Effect of Termination**. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

SECTION 26 EQUITABLE RELIEF

The parties acknowledge that the remedies available at law for any breach of this Agreement may, by their nature, be inadequate. Accordingly, and in addition to any other remedies available to the parties at law or in equity, each party may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

SECTION 27 GENERAL

27.1 **No Assignment**. No party may assign or delegate any of the party's rights or obligations under this Agreement to any person unless the assignment or delegation is expressly permitted by this Agreement.

27.2 **Binding Effect**. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

27.3 **Notices**. All notices or other communications required or permitted by this Agreement:

(a) must be in writing;

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(b) must be delivered to the parties at the addresses set forth on Schedule 2.1, or any other address that a party may designate by notice to the other parties; and

(c) are considered delivered:

(1) upon actual receipt if delivered personally or by a nationally recognized overnight delivery service; or

(2) at the end of the third business day after the date of deposit, if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

27.4 **Waiver**. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

27.5 **Severability**. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

27.6 **Further Assurances**. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.

27.7 **No Third-Party Beneficiaries**. Except for third parties entitled to indemnity under an indemnification provision in this Agreement, the parties do not intend to confer any right or remedy on any third party.

27.8 **Attachments**. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

27.9 **Remedies**. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

27.10 **Governing Law**. This Agreement is governed by the laws of the State of Alaska, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

27.11 **Arbitration**.

(a) Except as otherwise provided in Section 27.11(e), any dispute, controversy, or claim arising out of the subject matter of this Agreement will be settled by arbitration before a single arbitrator in Anchorage, Alaska.

(b) If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law.

(c) The arbitration will be conducted in accordance with the procedures set forth in AS 09.43.300 through 09.43.595.

(d) The resolution of any dispute, controversy, or claim as determined by the arbitrator will be binding on the parties. Judgment on the award of the arbitrator may be entered by any party in any court having jurisdiction.

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(e) A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding – or any action, suit, or proceeding to confirm, vacate, modify, or correct the award of the arbitrator – will be litigated in courts located in Anchorage, Alaska.

(f) For the purposes set forth in Section 27.11(e), each party consents and submits to the jurisdiction of any local, state, or federal court located in Anchorage, Alaska.

27.12 **Attorney's Fees**. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

27.13 **Entire Agreement**. Except for the Articles of Organization, this Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

27.14 **Signatures**. This Agreement may be signed in counterparts. An electronic transmission of a signature page will be considered an original signature page. At the request of a party, each other party will confirm an electronically-transmitted signature page by delivering an original signature page to the requesting party.

27.15 **Attorneys**. **JDW Counsel has prepared this Agreement as directed by Member/Manager Mathew Chambers. JDW Counsel does not represent the Company and is only preparing this Agreement on behalf of its client, Mathew Chambers. JDW Counsel only represents Mathew Chambers and hereby advises that all members and the Company seek independent counsel before executing this Agreement. Each of the other parties to this Agreement acknowledges that the party has consulted with the party's own legal counsel or has knowingly waived the party's right to do so.**

[signature page to follow]

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Dated effective as of the date set forth in the preamble.

Company:

The Connoisseur Lounge, LLC

By: Mathew Chambers
Its: Manager

Members:

Mathew Chambers

Elizabeth Warren

Trisha Torborg

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APPENDIX A

Definitions

"**Act**" means the Alaska Revised Limited Liability Company Act, as amended from time to time.

"**Articles of Organization**" means the Articles of Organization of the Company filed with the State of Alaska on October 23, 2020, as amended or restated from time to time, and including articles of conversion and articles of merger filed after the date of this Agreement.

"**Assignee**" means a person with an ownership interest in the Company who is not a Member and who does not have any of the rights and obligations of a Member specified in the Act, the Articles of Organization, or this Agreement, except: (a) the right to receive and retain Distributions, as and when made; (b) the right to allocations of Profits and Losses; and (c) the rights under Section 15.

"**Bankruptcy**" means, with respect to a person: (a) assignment by the person for the benefit of creditors; (b) commencement of a voluntary bankruptcy case by the person; (c) adjudication of the person as bankrupt or insolvent; (d) filing by the person of a petition or answer seeking for the person any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or rule; (e) filing by the person of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the person in any proceeding of this nature; (f) seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of the person or of all or any substantial part of the person's properties; (g) commencement of an involuntary bankruptcy case against the person that has not been dismissed on or before the 120th day after the commencement of the case; or (h) appointment, without the person's consent, of a trustee, receiver, or liquidator either of the person or of all or any substantial part of the person's properties that is not: (1) vacated or stayed on or before the 90th day after appointment; or (2) vacated on or before the 90th day after expiration of a stay.

"**Capital Account**" means a capital account of an Interest Holder determined and maintained in accordance with Section 6.

"**Confidential Information**" means information related to the Company or its business that is disclosed to or accessed by an Interest Holder if: (a) the information is marked or designated – whether orally or in writing – by the Company or the disclosing person as confidential before, at, or promptly after the time of disclosure; or (b) the information is known or should have been known by the Interest Holder as being treated by the Company or the disclosing person as confidential.

"**Distribution**" means: (a) for purposes of Section 4.4(c), Section 4.18(b)(4), Section 6, and Section 8.4, a direct or indirect transfer of money or other property other than Units, or an incurrence of indebtedness by the Company, to or for the benefit of the Interest Holders in respect of an Interest Holder's Units, including but not limited to a purchase, redemption, or other acquisition of Units; and (b) for all other purposes, a direct or indirect transfer of money or other property other than Units, or an incurrence of indebtedness by the Company, to or for the benefit of the Interest Holders in respect of an Interest Holder's Units, but not including a purchase, redemption, or other acquisition of Units.

"**Fair Market Value**" means: The value as determined in accordance with Section 19.

"**Income Tax Distributions**" means, for any calendar year: (a) an amount sufficient to allow any federal and state taxes attributable to the income passed through the Company to the Interest Holders during the calendar year to be paid by the Interest Holders, assuming that all Interest Holders are

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taxed at the sum of the maximum federal and state income rates applicable to any Interest Holder, after taking into account the deductibility of state taxes for federal income tax purposes; *minus* (b) all cash Distributions made to the Interest Holders during the calendar year, other than Income Tax Distributions made to the Interest Holders during the calendar year for the previous calendar year; *minus* (c) the amount of any reserves which a Majority of Managers deems appropriate for any liabilities of the Company.

"**Interest Holder**" means a person who is a Member or an Assignee.

"**Joinder Agreement**" means a Joinder Agreement substantially in the form attached as Exhibit A.

"**Majority of Managers**" means: (a) the Manager, if the Company has one Manager; or (b) a majority of the Managers, if the Company has more than one Manager.

"**Majority of Units**" means Members whose Units exceed 50% of the Units of all Members.

"**Manager**" means a person, who need not be a Member, designated by the Members to manage the Company's business and affairs.

"**Member**" means a person with an ownership interest in the Company and all of the rights and obligations of a member specified in the Act, the Articles of Organization, and this Agreement.

"**Nondisclosure Period**" means, with respect to an Interest Holder, the period beginning on the date of this Agreement and ending upon the earliest to occur of the following: (a) two years after this Agreement terminates with respect to the Interest Holder; (b) the dissolution of the Company; and (c) the termination of this Agreement under Section 25.1.

"**Profit**" and "**Loss**" means for each taxable year of the Company – or other period for which profits and losses must be computed – the Company's taxable income or loss determined in accordance with IRC § 703(a), with the following adjustments: (a) all items of income, gain, loss, deduction, or credit required to be stated separately under IRC § 703(a)(1) will be included; (b) any tax-exempt income of the Company not otherwise taken into account in this definition will be included; (c) any expenditures of the Company under IRC § 705(a)(2)(B) – or treated as such under Treas Reg § 1.704-1(b)(2)(iv)(i) – not otherwise taken into account in this definition will be excluded; (d) gain or loss resulting from any taxable disposition of property will be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value of the property differs from the adjusted basis of the property for federal income tax purposes; (e) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there will be taken into account the depreciation or amortization computed for book purposes; and (f) any items which are allocated under Schedule 7.1 will not be taken into account.

"**Representatives**" means directors, officers, managers, members, employees, independent contractors, agents, consultants, advisors, and other representatives.

"**Transfer**" means any transfer, including but not limited to any sale, exchange, gift, foreclosure of an encumbrance, or seizure to secure a judgment, regardless of whether the transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence, but not including an encumbrance.

"**Units**" means units that evidence an ownership interest in the Company.

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"**Unreturned Capital Contribution**" means, as of any day, the amount, if any, by which: (a) the value of an Interest Holder's aggregate contributions to the Company; *exceeds* (b) the value of all Distributions made to the Interest Holder under Section 8.1(b).

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SCHEDULE 2.1

Company Information as of December, 2020

Interest Holders:

Interest Holder	Status	Units	Contribution	Date of Contribution	Capital Account
Mathew Chambers	Manager, Member	36	$18,750.00 + administrative sweat equity	Nov. 5, 2020	$18,750.00 + sweat equity
Trisha Torborg	Member	24	$18,750.00	Dec. 5, 2020 & final contribution at Call of Manager	$12,500.00
Elizabeth Warren	Member	40	$37,500.00	Nov. 5, 2020 & final contribution at Call of Manager	$15,750.00

Managers:

Mathew Chambers

Tax Matters Member:

Mathew Chambers

Addresses:

Company:

The Connoisseur Lounge, LLC
Attn: Managers
10400 E Bradley Lake Ave
Palmer, AK 99645

Members/Interest Holders:

Mathew Chambers
10400 E. Bradley Lake Avenue
Palmer, AK 99645

Trisha Torborg
10400 E. Bradley Lake Avenue
Palmer, AK 99645

Elizabeth Warren

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978 South Roskelley Circle
Palmer, AK 99645

SCHEDULE 7.1

Allocation of Profits and Losses

SECTION 1 DEFINITIONS

"**Adjusted Capital Account Deficit**" means, with respect to an Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of any taxable year, after giving effect to the following adjustments: (a) the Capital Account will be credited with: (1) the amount which the Interest Holder is obligated by this Agreement to restore to the Interest Holder's Capital Account, if any; and (2) the amount which the Interest Holder is deemed obligated to restore under Treas Reg § 1.704-2(g)(1) and Treas Reg § 1.704-2(i)(5); and (b) the Capital Account will be debited with the amounts described in Treas Reg § 1.704-1(b)(2)(ii)(d)(4), Treas Reg § 1.704-1(b)(2)(ii)(d)(5), and Treas Reg § 1.704-1(b)(2)(ii)(d)(6).

"**Company Minimum Gain**" has the meaning ascribed to "partnership minimum gain" in Treas Reg § 1.704-2(b)(2).

"**Member Nonrecourse Debt Minimum Gain**" has the meaning ascribed to "partner nonrecourse debt minimum gain" in Treas Reg § 1.704-2(i)(2).

"**Member Nonrecourse Deductions**" has the meaning ascribed to "partner nonrecourse deductions" in Treas Reg § 1.704-2(i)(1).

"**Nonrecourse Deductions**" has the meaning ascribed to it in Treas Reg § 1.704-2(b)(1).

"**Nonrecourse Liability**" has the meaning ascribed to it in Treas Reg § 1.704-2(b)(3).

SECTION 2 ALLOCATION OF PROFITS AND LOSSES

2.1 Limitation on Allocation of Losses.

(a) No Interest Holder will be allocated Losses if the allocation will cause the Interest Holder to have an Adjusted Capital Account Deficit.

(b) Losses that are not allocated to an Interest Holder as a consequence of Section 2.1(a) of this Schedule 7.1 will be allocated among the other Interest Holders in proportion to their positive Capital Account balances, subject to Section 2.1(a) of this Schedule 7.1.

2.2 Allocation of Profits to Offset Unrecovered Losses.

(a) Before Profits are allocated among the Interests Holders under Section 7.1, Profits will be allocated among those Interest Holders who have been allocated Losses under Section 2.1(b) of this Schedule 7.1 that have not been fully offset by allocations of Profits under this Section 2.2.

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(b) An Interest Holder will be allocated Profits under this Section 2.2 only to the extent necessary to fully offset Losses that have been allocated to the Interest Holder under Section 2.1(b) of this Schedule 7.1.

(c) Profits allocated under this Section 2.2 will be allocated among the appropriate Interest Holders in proportion to their Losses that have not been fully offset by allocations of Profits under this Section 2.2, subject to Section 2.2(b) of this Schedule 7.1.

SECTION 3 QUALIFIED INCOME OFFSET

An Interest Holder who unexpectedly receives an adjustment, allocation, or Distribution described in Treas Reg § 1.704-1(b)(2)(ii)(d)(4), Treas Reg § 1.704-1(b)(2)(ii)(d)(5), or Treas Reg § 1.704-1(b)(2)(ii)(d)(6) which causes or increases an Adjusted Capital Account Deficit for the Interest Holder as of the end of the taxable year to which the allocation relates will be allocated items of income and gain – consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year – in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit as quickly as possible.

SECTION 4 ALLOCATIONS ATTRIBUTABLE TO NONRECOURSE LIABILITIES

4.1 **Nonrecourse Deductions**. Nonrecourse Deductions will be allocated among the Interest Holders in proportion to their Units.

4.2 **Minimum Gain Chargeback Requirement**. Except as otherwise provided in Treas Reg § 1.704-2(f), if there is a net decrease in Company Minimum Gain for a Company taxable year, each Interest Holder will be allocated items of Company income and gain for that year equal to that Interest Holder's share of the net decrease in Company Minimum Gain – within the meaning of Treas Reg § 1.704-2(g)(2).

4.3 **Member Nonrecourse Deductions**. Member Nonrecourse Deductions will be allocated to the Interest Holder that bears the economic risk of loss for the liability in accordance with Treas Reg § 1.704-2(i).

4.4 **Chargeback of Member Nonrecourse Debt Minimum Gain**. Except as otherwise provided in Treas Reg § 1.704-2(i)(4), if during a Company taxable year there is a net decrease in Member Nonrecourse Debt Minimum Gain, any Interest Holder with a share of that Member Nonrecourse Debt Minimum Gain – determined under Treas Reg § 1.704-2(i)(5) – as of the beginning of the year will be allocated items of income and gain for the year – and, if necessary, for succeeding years – equal to that Interest Holder's share of the net decrease in the Member Nonrecourse Debt Minimum Gain. An Interest Holder's share of the net decrease in Member Nonrecourse Debt Minimum Gain will be determined in a manner consistent with the provisions of Treas Reg § 1.704-2(g).

SECTION 5 CONTRIBUTED PROPERTY

In accordance with IRC § 704(c), income, gain, loss, and deduction with respect to property contributed to the Company by an Interest Holder will be allocated among the Interest Holders so as to take account of the variation between the basis of the property to the Company and its fair market value at the time of contribution. Such allocations will be made in accordance with the traditional method under Treas Reg § 1.704-3(b). Allocations made under this Section 5 are solely for tax purposes and will not affect any Interest Holder's Capital Account, share of Profits and Losses, or the right to receive Distributions of the Company's assets.

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SECTION 6 GUARANTEED PAYMENTS

To the extent that any compensation paid to an Interest Holder by the Company is determined by the Internal Revenue Service not to be a guaranteed payment under IRC § 707(c) or not to be a transaction between the Interest Holder and the Company under IRC § 707(a), the Interest Holder will be allocated income in an amount equal to the compensation payment and the Interest Holder's Capital Account will be adjusted to treat the compensation payment as a Distribution.

SECTION 7 RECAPTURE

Upon a sale or other disposition of a Company asset, any ordinary income portion of any income or gain resulting from the recapture of cost recovery or other deductions will be allocated among those Interest Holders who were previously allocated – or whose predecessors-in-interest were previously allocated – the cost recovery or other deductions resulting in the recapture items, in proportion to the amount of the cost recovery or other deductions previously allocated to them.

SECTION 8 WITHHOLDING

All amounts required to be withheld under IRC § 1446 or any other provision of applicable federal, state, or local tax law will be treated as amounts actually Distributed to the affected Interest Holders.

SECTION 9 OTHER ALLOCATIONS

If this Agreement does not provide for the allocation of any items of Company income, gain, loss, credit, and deduction among the Interest Holders, the items will be allocated among the Interest Holders in the same proportions as they share Profits and Losses.

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EXHIBIT A

Joinder Agreement

_____ ("**New Party**") agrees to become a party to and be bound by the provisions of the Operating Agreement of The Connoisseur Lounge, LLC, an Alaska limited liability company (the "**Company**"), dated _____ among the Company and the Company's interest holders.

Dated effective: _____

[Member:] [Assignee:]

_____

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JOINDER AGREEMENT
THE CONNOISSEUR LOUNGE, LLC

THIS JOINDER AGREEMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT of THE CONNOISSEUR LOUNGE, LLC (this "Agreement") is executed and delivered this __ day of _____ 2021 by Sara Jean Berberich. The purpose of this Agreement is to make clear that Sara Jean Berberich, upon effectuation of the ownership change, is bound and agrees to all terms in the Operating Agreement of The Connoisseur Lounge, LLC dated as of December 11, 2020, by and among the Members of the Company as defined therein (the "Operating Agreement").

WHEREAS, in connection with the purchase of the additional Member's Interest, Sara Jean Berberich must, among other things, continue to be a party to the Operating Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Sara Jean Berberich, hereby acknowledges and agrees with the Company that she is a signatory and party to the Operating Agreement as of the date first written above and thus subject to all terms and conditions of the Operating Agreement applicable to each Member of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the day and year first set forth above.

ACCEPTED:

Sara Jean Berberich

Sara J Berberich

BY: Sara Jean Berberich – The Connoisseur Lounge, LLC- Member

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THE CONNOISSEUR LOUNGE, LLC
RESOLUTION NUMBER: 0001

RESOLUTION OF THE CONNOISSEUR LOUNGE, LLC
REMOVAL OF MEMBER ELIZABETH WARREN

WHEREAS, upon all member providing their written consent, Section 4.7 (a) of The Connoisseur Lounge, LLC Operating Agreement authorizes Action by members without a Meeting.

WHEREAS, The Connoisseur Lounge, LLC seeks to remove Member Elizabeth Warren and Elizabeth Warren seeks to be removed from The Connoisseur Lounge, LLC under Section 16 of the Operating Agreement.

THEREFORE, IT IS RESOLVED BY THE CONNOISSEUR LOUNGE, LLC AND ITS MANAGING MEMBER, MATHEW CHAMBERS AS FOLLOWS:

1. Elizabeth Warren will be removed from The Connoisseur Lounge, LLC.
2. This Resolution shall become effective upon the effectuation of License #27522 transfer.

Mathew Chambers – The Connoisseur Lounge, LLC - Managing Member

DATE: 10/12/21

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