



## MEMORANDUM

TO: Marijuana Control Board

DATE: December 8, 2022

FROM: Nathanael Hall, Occupational  
Licensing Examiner-AMCO

RE: #10174 Parallel 64 LLC Renewal

**Requested  
Action:**

Estranged licensee official Travis Jones currently retains 17% minority ownership of Parallel 64 LLC. Mr. Jones is currently involved in a legal dispute with the other LLC owners regarding his removal from the ownership. (No ownership transfer application has currently been submitted regarding this change.) Mr. Jones voluntarily completed his MJ-20 form but cannot certify he has not been convicted of any criminal charge in the previous two calendar years. AMCO is requesting the board to consider the potential need for executive session, given the confidential specifics of the criminal charges and related written explanation thereof.

**Statutory  
and**

3 AAC 306.035(b)(4)(a) "A marijuana establishment's renewal application must report...any criminal charge on which that licensee has been convicted in the previous two calendar years.

**Regulatory  
Authority:**

AS 17.38.121(b)(2) "The board shall...establish by regulation the qualifications for licensure including fees and factors related to the applicant's experience, criminal justice history, and financial interests."

Attachment: Confidential criminal statement, MJ-20s,  
Entity documents, POPPP, online  
application

**Alcohol & Marijuana Control Office****License Number:** 10174**License Status:** Active-Operating**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** PARALLEL 64 LLC**Business License Number:** 1028839**Designated Licensee:** Anwar Amar-Rogers**Email Address:** anwar@parallel64.net**Local Government:** Anchorage (Municipality of)**Local Government 2:****Community Council:** Government Hill**Latitude, Longitude:** 61.227000, -149.840000**Physical Address:** 2128 N Post Road  
Anchorage, AK 99504  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10033643**Alaska Entity Name:** Parallel 64 llc**Phone Number:** 907-229-0088**Email Address:** anwar@parallel64.net**Mailing Address:** 205 E. Dimond Blvd. #464  
Anchorage, AK 99515  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Travis Jones**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-342-5334**Email Address:** travis@parallel64.net**Mailing Address:** 205 E. Dimond Blvd #464  
Anchorage, AK 99515  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Anwar Amar Roger**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-229-0088**Email Address:** anwar@parallel64.net**Mailing Address:** 205 E. Dimond Blvd. # 464  
Anchorage, AK 99515  
UNITED STATES**Entity Official #3****Type:** Individual**Name:** Dimitri Amar**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-230-0355**Email Address:** dimitri@parallel64.net**Mailing Address:** 205 E. Dimond Blvd #464  
Anchorage, AK 99515  
UNITED STATES**Entity Official #4****Type:** Individual**Name:** Stephen Garcia**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-440-7206**Email Address:** steve@parallel64.net**Mailing Address:** 205 E. Dimond Blvd #464  
Anchorage, AK 99515  
UNITED STATES**Note:** No affiliates entered for this license.



Alaska Marijuana Control Board

<https://www.alaska.gov/AMCO>

Phone: 907.269.0350

# Form MJ-20: 2022-2023 Renewal Application Certifications

## Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

**This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.**

## Section 1 – Establishment Information

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

Licensee:	PARALLEL 64, LLC	License Number:	4a-10174		
License Type:	STANDARD CULTIVATION				
Doing Business As:	PARALLEL 64, LLC				
Premises Address:	2128 NORTH POST ROAD				
City:	ANCHORAGE	State:	AK	ZIP:	99504

## Section 2 – Individual Information

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

Name:	TRAVIS M. JONES
Title:	MEMBER

## Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

Initials

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

TMS

I certify that a notice of violation has **not** been issued for this license between July 1, 2021 and June 30, 2022.

TMS

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

TMS

AMCO

JUN 9 2022



# Form MJ-20: 2022-2023 Renewal Application Certifications

## Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

*TMJ*

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

*TMJ*

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

*TMJ*

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

*TMJ*

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

*TMJ*

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

*TMJ*

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

*TMJ*

If multiple licenses are held, list all license numbers below:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

*TMJ*

Travis M. Jones

Printed name of licensee

  
Signature of licensee

AMCO  
JUN 30 2022



Alaska Marijuana Control Board

# Form MJ-20: 2022-2023 Renewal Application Certifications

Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

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This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

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Doing Business As:	PARALLEL 64, LLC				
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City:	ANCHORAGE	State:	AK	ZIP:	99504

## Section 2 – Individual Information

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

Name:	DIMITRI AMAR
Title:	CFO

## Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.



I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.



I certify that a notice of violation has **not** been issued for this license between July 1, 2021 and June 30, 2022.



Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).





# Form MJ-20: 2022-2023 Renewal Application Certifications

## Section 4 – Certifications

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Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

DA

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

DA

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

DA

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

DA

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

DA

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

DA

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DA

If multiple licenses are held, list all license numbers below:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

DA

Dimitri Amar

Printed name of licensee

*[Handwritten Signature]*

Signature of licensee

AMCO  
JUN 30 2022



Alaska Marijuana Control Board

# Form MJ-20: 2022-2023 Renewal Application Certifications

Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

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<b>License Type:</b>	STANDARD CULTIVATION				
<b>Doing Business As:</b>	PARALLEL 64, LLC				
<b>Premises Address:</b>	2128 NORTH POST ROAD				
<b>City:</b>	ANCHORAGE	<b>State:</b>	AK	<b>ZIP:</b>	99504

## Section 2 – Individual Information

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

<b>Name:</b>	Anwar Amar-Rogers
<b>Title:</b>	President

## Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.



I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.



I certify that a notice of violation has **not** been issued for this license between July 1, 2021 and June 30, 2022.



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



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



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



I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.



By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.



If multiple licenses are held, list all license numbers below:

Empty rectangular box for listing license numbers.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.



ANWAR KAMILI ROWERS

Printed name of licensee

Signature of licensee

AMCO JUN 30 2022





Alaska Marijuana Control Board

**Form MJ-20: 2022-2023 Renewal Application Certifications**

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<b>Premises Address:</b>	2128 NORTH POST ROAD				
<b>City:</b>	ANCHORAGE	<b>State:</b>	AK	<b>ZIP:</b>	99504

**Section 2 – Individual Information**

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

<b>Name:</b>	Stephen Garcia
<b>Title:</b>	Operations Manager

**Section 3 – Violations & Charges**

**Read each line below, and then sign your initials in the box to the right of any applicable statements:**

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Initials

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SG

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SG

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

SG

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

SG

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

SG

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SG

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SG

Stephen Garcia  
Printed name of licensee

[Signature]  
Signature of licensee

AMCO

JUN 30 2022

**LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT**

**PARALLEL 64, L.L.C.**

**An Alaska Limited Liability Company  
(Member Managed)**

**OPERATING AGREEMENT**

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

**SECTION 1. THE LIMITED LIABILITY COMPANY**

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

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

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

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

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

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

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

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

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

**SECTION 2. CAPITAL CONTRIBUTIONS**

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

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

*Travis*  
*SA*  
*WAR*  
*AR*

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

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

### SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

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

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

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

### SECTION 4. INDEMNIFICATION

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

### SECTION 5. POWERS AND DUTIES OF MANAGERS

5.1 *Management of Company.*

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

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

Members.

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

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

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

## **SECTION 6. SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES**

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

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

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

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

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

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

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

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

## **SECTION 8. TRANSFER OF MEMBERSHIP INTEREST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 9. DISSOLUTION AND WINDING UP OF THE COMPANY

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

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

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

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

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

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

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

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

## SECTION 10. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

**SECTION 11. COMMUNICATIONS**

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

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

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

**SECTION 12. NON-COMPETE**

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

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

**SECTION 13. CONFIDENTIAL INFORMATION**

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

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

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

**SECTION 14. INJUNCTIVE RELIEF**

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

**SECTION 15. SEVERABILITY**

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

**SECTION 16. GOVERNING LAW**

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

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

MEMBERS:

Stephen Garcia  
Printed/Typed Name

Stephen Garcia  
Signature

Warren Stone  
Printed/Typed Name

Warren Stone  
Signature

Amor Amar-Rogers  
Printed/Typed Name

Amor Amar-Rogers  
Signature

Travis ...  
Printed/Typed Name

Travis ...  
Signature

Dimitris Amor  
at  
SGM

Dimitris Amor  
Signature

Listing of Members – Schedule 1

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

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

NAME:

ADDRESS:

Anwar Amar-Rogers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Travis McCumber Jones

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dimitri Amar

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Stephen Richard Garcia

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Warren Andrew Rowe

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

Stephen R. Garcia  
Printed/Typed Name

Steve Garcia  
Signature

Dimitri Amar  
Printed/Typed Name

[Signature]  
Signature

Travis McCumber Jones  
Printed/Typed Name

[Signature]  
Signature

ANWAR AMAR-ROGERS  
Printed/Typed Name

[Signature]  
Signature

Warren Andrew Rowe  
Printed/Typed Name

Warren Rowe  
Signature



THE STATE  
of **ALASKA**  
Department of Commerce, Community and Economic Development  
Division of Corporations, Business and Professional Licensing

**COR**

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

RECEIVED  
Juneau  
JAN 12 2018  
CBPL  
\$ 25 (signature)

### Notice of Change of Officials

#### Domestic Limited Liability Company (AS 10.50)

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

**1. Important:** AS 10.50.765

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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)

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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

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Entity Name: PARALLEL 64, LLC

Alaska Entity Number: 10033643



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**4. REMOVE from Record:** AS 10.50.765(b)

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

Name: WARREN ANDREW ROWE Name: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

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

**5. ALL Current Officials:** AS 10.50.765(b)

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

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

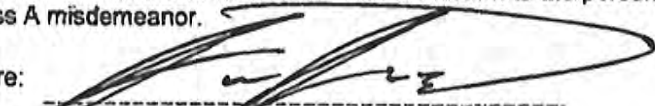
- List ALL officials and their current information to be on record.
- Manager will only be accepted if the entity is manager-managed per the articles.
- BOLD fields are required.

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

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

**6. Required Signature:** AS 10.50.840

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

Signature:  Date: 12-12-17

Printed Name: ANWAR AMAR-ROGERS

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

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

Details

# ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	Parallel 64 llc

**Entity Type:** Limited Liability Company

**Entity #:** 10033643

**Status:** Good Standing

**AK Formed Date:** 11/23/2015

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

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

**Entity Mailing Address:** 205 E DIMOND BLVD #464, ANCHORAGE, AK 99515

**Entity Physical Address:** 2128 NORTH POST ROAD, ANCHORAGE, AK 99504

## Registered Agent

**Agent Name:** Anwar Amar-Rogers

**Registered Mailing Address:** 205 E DIMOND BLVD #464, ANCHORAGE, AK 99515

**Registered Physical Address:** 205 E DIMOND BLVD #464, ANCHORAGE, AK 99515

## Officials

Show Former

AK Entity #	Name	Titles	Owned
	Anwar Amar-Rogers	Member	20.00
	Dimitri Amar	Member	58.00
	STEPHEN RICHARD GARCIA	Member	5.00
	Travis Jones	Member	17.00

## Filed Documents

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

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Date Filed	Type	Filing	Certificate
1/12/2018	Change of Officials	<a href="#">Click to View</a>	
10/17/2018	Agent Change	<a href="#">Click to View</a>	
12/24/2018	Biennial Report	<a href="#">Click to View</a>	
11/16/2020	Biennial Report	<a href="#">Click to View</a>	

[Close Details](#)

[Print Friendly Version](#)

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## COMMERCIAL LEASE

DATED:

**LANDLORD:** Ronald Alleva  
2132 N Post Road  
Anchorage, AK 99504  
(907)274-9269

**TENANT(S):** Parallel 64 LLC  
By Travis Jones  
Its General Manager

1. Lease of Premises:

In consideration of the covenants and agreements herein contained, Landlord does hereby lease, let and demise unto Tenant for a term of three (3) year the real property described as:

A structure of seven thousand five hundred (7,500) square feet located at 2132 North Post Road; Anchorage, AK 99504, more particularly described as: Range three (3) west, Townsite thirteen (13) N, Section eight (8), Anchorage Recording District, Third Judicial District, State of Alaska.

Together with the completed building and an area of thirty (30) feet by \_\_\_\_\_ for parking (hereinafter all of the above is referred to as the "premises").

This lease is contingent on the tenant receiving a license for marijuana cultivation from the State of Alaska.

2. Possession:

Tenant shall be entitled to possession of the premises as of April 1, 2016.

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3. Basic Term:

The term of the Lease shall be three (3) years. The Tenant has the right to extend this Lease for an additional two (2) years at a monthly rate of eight thousand dollars (\$8,000) for the fourth (4<sup>th</sup>) year and eight thousand dollars (\$8,000) for the fifth (5<sup>th</sup>) year.

4. Rent and Security Deposit:

Tenant shall pay to Landlord basic monthly rent of seven thousand five hundred dollars (\$7,500). There shall also be a security deposit of seven thousand five hundred dollars (\$7,500) in addition to the first month's rent.

5. Additional Rent:

As additional rent, Tenant shall pay at all times during the term of this Lease, the following amounts:

(a) All charges for heat, light, power, water, sewage and other services and utilities used by Tenant on the premises. Tenant shall make payment directly to the utility or other provider of service.

(b) Cost of insurance; the premium on the fire insurance on the building as of five hundred thousand dollars (\$500,000) and general liability of five hundred thousand dollars (\$500,000) with a total of one million dollars (\$1,000,000) for all injured parties, see section thirteen (13).

(c) Costs of special assessments, for water and sewer assessments.

(d) Any other amounts which Tenant is required to pay by any other provision of this Lease.

6. Payment of Rent:

Basic monthly rent shall be payable on or before the first day of each calendar month during the term hereof, at Landlord's address shown above or such other address designated in writing by Landlord. Tenant shall pay any additional rent payable to Landlord within ten days after receipt of Landlord's statement setting forth the amount of additional rent payable.

7. Utilities:

Landlord shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of utilities or services, arising from any cause, condition or event beyond the reasonable control of Landlord, and the same shall not be deemed an eviction of Tenant or relieve Tenant from any obligation hereunder.

8. Use:

Tenant will use and occupy the premises for marijuana production. Tenant will not in any manner deface or injure the building situated on the demised premises or any portion thereof, or permit anything to be done upon the premises

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creating a nuisance, or to use or permit the use of the premises for lodging or sleeping purposes, or for any illegal purpose.

9. Repairs and Improvements:

Tenant hereby agrees to maintain and keep the premises during the term of this Lease, at Tenant's own cost and expense, in good order and repair; reasonable wear and tear excepted. At the beginning of this lease, tenant may upgrade electric, insulation, and security, and install a bathroom. Before work, plans must be approved by the landlord. All improvement remains the property of the landlord at the termination of this lease. All improvements must be performed by a licensed contractor.

10. Alteration of Premises:

Tenant agrees that it will make no alterations, additions or improvements to or upon premises without the written consent of Landlord first being obtained. Such consent shall not be unreasonably withheld. Any such alterations, additions and improvements consented to by Landlord shall be made at Tenant's expense. Tenant shall secure all governmental permits required in connection with such work and shall hold Landlord harmless from all liability and liens resulting therefrom. All alterations, additions and improvements, except trade fixtures and appliances and equipment which do not become permanently attached to the building, shall immediately become a part of the realty and the property of Landlord without obligation or pay

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Tenant shall pay for or repair any damages to the premises, including, without limitation, any necessary patching, repainting and repairing. Upon removal of the trade fixtures and appliances and equipment which do not become attached to the building, Tenant shall restore the premises to the same condition that it was in prior to the installation of said items, including, without limitation, any necessary patching, repainting and repairing.

11. Landlord's Right of Entry:

It shall be lawful for Landlord, its agents and representatives, at any reasonable time, upon five days written notice, to enter into or upon the premises for the purpose of examining the condition thereof, or any other lawful purpose.

12. Liens:

Tenant will not permit any mechanics', laborers' or materialmens' liens to stand against the leased premises or improvements for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant, or to Tenant's agents, contractors, or sub-lessees, in connection with work of any character performed or claimed to have been performed on said premises or improvement by or at the direction of sufferance of Tenant; such reasonable security as may be demanded by Landlord

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to insure payment of such lien or such claim of lien. Tenant will pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense. Tenant agrees to indemnify, hold harmless and to defend landlord and the leased premises from such liens. Tenant consents to the Landlord's recording of the posting of a statutory notice of non-responsibility in accordance with Alaska Statute 34.35.065.

13. Insurance:

Tenant further agrees at all times during the term hereof, to maintain, keep in effect, furnish and deliver to Landlord, liability insurance policies with extended coverage endorsement, in form and with an insurer satisfactory to landlord, insuring both Landlord and Tenant. The Landlord is responsible for the fire premium as of 1999. The amount of said fire insurance shall be for the full replacement value of the premises. The amount of said liability insurance shall be not less than \$500,000 for injury to one person, \$1,000,000 for injuries arising out of one accident, and \$500,000 for property damage. All policies shall provide for not less than ten days written notice to Landlord prior to cancellation.

14. Current Condition

16. Waiver of Subrogation Rights:

In the event of damage to the building or buildings on the premises by fire or other casualty to the extent of 50 percent or more of the sound value thereof, Tenant may or may not elect to terminate this Lease. Written notice of Tenant's said election shall be given Landlord within 30 days after the occurrence of said damage. If said notice is not so given, Tenant conclusively shall be deemed to have elected not to terminate. If said building or buildings are partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than such extent and tenant does not elect to terminate, as aforesaid, then Tenant shall repair such building or buildings as soon as reasonably possible. For the period of time between the day of such damage and until such repairs have been substantially completed there shall be such abatement of rent as the nature of the injury or damage and its interference with the occupancy of the premises by Tenant shall warrant. However, if the premises are slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by Tenant, then there shall be no abatement of rent.

15.  Damage by Casualty, Fire & Duty to Repair:

Tenant takes the property "where is, as is" with all fault. There is a minor leak in the roof which the tenant shall repair.

Neither party shall be liable to the other for loss arising out of damage to or destruction of the premises, or any building or improvement of which the premises are a part or with which they are connected, or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage. All such claims for any and all loss, however caused hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Landlord or Tenant or by any of their respective agents, servants, or employees.

17. Accidents to Personal Property:

It is understood that the personal property kept on the premises by Tenant shall be kept at the risk of Tenant and Landlord is not insurer of Tenant's personal property. However, Landlord shall be responsible for any damage to Tenant's property caused by negligence of Landlord. Tenant shall insure within the premises, its fixtures and contents against fire and other casualty, included in standard extended coverage by policies which shall include a waiver by the insurer of all right of subrogation against Landlord or Tenant in connection with any loss or damage thereby insured against. Neither party, nor its agents, employees or guests shall be liable to the other for loss or damage caused by any risk covered by such insurance.

20. Signs:

In case of condemnation or appropriation of all or any substantial part of the premises by any public or private corporation under the laws of eminent domain, this lease may be terminated at the option of either party hereto on 20 days written notice to the other. In case of termination pursuant to this paragraph, Tenant shall not be liable for any rent after the date of Tenant's removal from the premises.

19. Eminent Domain:

Tenant shall indemnify Landlord and defend and hold harmless Landlord similarly indemnify and defend and hold harmless Tenant to the same degree for any acts, omissions or negligence of Landlord or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Landlord. Tenant shall indemnify Landlord and defend and hold harmless Landlord from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act, omission, or negligence of Tenant or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the premises and which is due to the negligence of Tenant or its agents.

18. Indemnification:



20. Signs:

In case of condemnation or appropriation of all or any substantial part of the premises by any public or private corporation under the laws of eminent domain, this Lease may be terminated at the option of either party hereto on 20 days written notice to the other. In case of termination pursuant to this paragraph, Tenant shall not be liable for any rent after the date of Tenant's removal from the premises.

19. Eminent Domain:

Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act, omission, or negligence of Tenant or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the premises and which is due to the negligence of Tenant or its agents. Landlord shall similarly indemnify and defend and hold harmless Tenant to the same degree for any acts, omissions or negligence of Landlord or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Landlord.

18. Indemnification:

All signs or symbols placed in the windows or doors of the premises or upon any exterior part of the building by Tenant shall be subject to the prior written approval of Landlord which shall not be unreasonably withheld. It is agreed by the parties hereto that Tenant shall be entitled to a reasonable number of signs adequate to identify its business from the nearest public highway. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Tenant, then Landlord may have same removed at Tenant's expense.

21. Delivering up the Premises on Termination:

At the expiration of the term of this Lease or upon any sooner termination hereof, Tenant shall quit and deliver up the premises and all future erections and additions to or upon the same, broom clean, to Landlord or those having Landlord's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof and insured casualty excepted, as the same are now in or hereafter may be put in by Landlord.

22. Removal of Property:

In the event of any entry in or taking possession of the premises by Landlord pursuant to the terms of this Lease,

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Landlord shall have the right, but not the obligation, to remove from the premises all personal property located therein and may store the same in any place selected by Landlord, including, but not limited to, a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, upon reasonable notice to Tenant, the proceeds of such sale to be applied first to the costs of such sale, second to the payment of charges for storage, if any, and third, to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, the balance, if any, to be paid Tenant.

23. Default:

If Tenant at any time during the term of this Lease (and regardless of any pending bankruptcy, reorganization, receiver-ship, insolvency or other proceedings, in law, in equity or before any administrative tribunal) shall (a) fail to make payment of any installment of rent or Tenant fails to cure such default within ten days after such failure to make payment; or (b) fails to observe or perform any of Tenant's other covenants, agreements or obligations hereunder, and if within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default or defaults, Tenant shall

not have commenced to cure such default and proceed diligently to cure the same; or

(c) file a Petition for an Arrangement under Chapter 11 of the Bankruptcy Act, 11 USC 701 et seq., or a voluntary petition under any other provision of said Bankruptcy Act, or if Tenant finally and without further possibility of appeal or review:

(1) is adjudicated as bankrupt or insolvent; or

(2) has a receiver appointed for all or substantially all of its business or assets on the ground of Tenant's insolvency; or

(3) has itself appointed as debtor-in-possession; or

(4) has a Trustee appointed for it after a petition has been filed for Tenant's reorganization under the Bankruptcy Act of the United States known as the Chandler Act or any future law of the United States having the same general purpose; or

(5) if Tenant shall make an assignment for the benefit of its creditors, then in any such event Landlord shall have the right at its election, then or at any time thereafter, and while such default, defaults or events shall continue, to give Tenant notice of Landlord's intention to terminate this Lease and all Tenant's right hereunder, on a date specified in such notice, which date shall not be less than ten days after the date of giving such notice, and on the date specified in such notice,

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the term of this Lease and all rights granted Tenant hereunder shall come to an end as fully as if the Lease then expired by its own terms, and Tenant hereby covenants peaceably and quietly to yield up and surrender to Landlord the premises and all structures, buildings, and improvements located thereon, and to execute and deliver to Landlord such instrument or instruments as shall be required by Landlord as will properly evidence termination of Tenant's rights hereunder or its interest therein. In the event of termination of this Lease as in this paragraph above provided, Landlord shall have the right to repossess the premises and such structures, buildings, and improvements either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of Tenant, including damages for rent not then accrued, provided that Landlord and Tenant agree that Landlord's damages shall not exceed (a) the sum of basic monthly rental reserved hereunder from the date Tenant vacates the premises until the date as a new tenant has been or, with the exercise of reasonable diligence on the part of Landlord, could have been, secured; (b) reasonable advertising and brokerage commission expenses associated with securing a new tenant and reasonable expenses for maintaining the premises while vacant; and (c) the

difference (at net present value) between the basic monthly rental of this Lease and the new lease, if less, and if negotiated in good faith.

24. Assigning and Subletting:

Tenant shall have no right to assign this Lease or sublet the premises, or any part thereof, or any right or privilege appurtenant thereto or suffer any other person to occupy the premise or any portion thereof.

25. Modification:

This Lease shall not be altered, changed or varied in any manner whatsoever, except by a writing signed by Landlord and Tenant or their duly authorized agents.

26. Rights and Remedies:

Except insofar as this is inconsistent with or contrary to any provision of this Lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right to remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

27. Waiver and Forbearance:

Except to the extent that Landlord may have otherwise agreed in writing, no waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder

shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by Landlord to seek a remedy for any breach of Tenant be deemed a waiver by Landlord of its rights or remedies with respect to such breach. With respect to the matters covered in this paragraph, Tenant shall have the same rights with respect to Landlord as Landlord has with respect to Tenant.

28. Holding Over:

In the event that Tenant holds over at or after the end of the term, the tenancy shall be deemed a month-to-month tenancy commencing on the first day of the holdover period. The terms of such holdover tenancy shall be as specified by this Lease except that the Tenant may terminate the tenancy at any time provided thirty days prior notice is given Landlord.

29. Quiet Enjoyment:

Landlord warrants that Tenant shall be able to quietly enjoy the beneficial use of the premises during the entire basic Lease term and any renewal thereof and Landlord shall defend Tenant's right to do the same.

30. Marginal Titles and Headings:

The marginal titles, subtitles, headings and subheadings of the paragraphs and subparagraphs herein are intended to be for reference and for the sake of convenience only and should not be construed to narrow or broaden the scope of or modify, amend or

affect whatever interpretation or construction would otherwise be given to the plain and ordinary meanings of the words herein.

31. Entire Agreement:

This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous agreements, oral or written, between the parties not included herein.

32. Applicable Law:

This Lease and the respective rights and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of Alaska.

33. Severability:

The invalidity or unenforceability of any particular provision of this Lease shall not affect the remaining and hereof, and, in any such event, this Lease shall be construed and interpreted in all respects as if such invalid or unenforceable provisions were omitted.

34. Gender and Plurality:

Unless the context of this Lease clearly requires a different interpretation or construction, all references to the masculine, feminine or neuter genders shall be construed to refer to all such genders; and all references to the singular shall also include the plural, and vice versa.

35. Counterparts:

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This Lease may be executed in counterparts so long as each of the parties to this Lease executes at least one counterpart. All such counterparts shall collectively constitute one and the same original instrument.

36. Action or Suit:

If either party institutes any suit or action to collect the amounts due hereunder or to enforce any covenant or agreement hereof, or to obtain any of the remedies herein provided, the prevailing party shall be entitled to recover such sum of money as the court may adjudge reasonable as attorney's fees in such suit or action, including any appeals taken by either party in such suit or action.

37. Notices:

All notices, requests, demands and other communications under this Lease shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is to be given, or on the third day after mailing, if mailed to the party to whom notice is to be given, by certified mail, postage prepaid, and properly addressed to the address stated above. Any party may change its address for purposes of this Lease by giving the other party written notice of the new address in the manner set forth above.

38. Parties Affected:

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Lease as of the date first hereinabove written.

IN WITNESS WHEREOF, the parties hereto have executed this

obligated to perform Landlord's obligations hereunder.

this Lease, provided, however, that Landlord shall remain

financing. In order to obtain financing, Landlord may assign

are reasonably necessary to assist Landlord in securing

Tenant agrees to furnish such documents and information as

40. Financing:

financing for the premises.

subordinate this Lease to Landlord's construction or permanent

basic term and the renewal term, provided that Tenant will

recordable form that identifies the parties, the premises, the

The parties shall execute a memorandum of this Lease in

39. Memorandum:

become parties hereto.

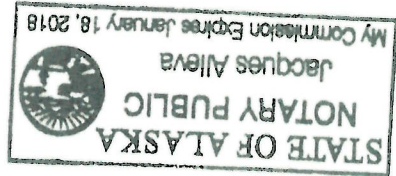
equally to all persons, firms and corporations that may be or

verbs and pronouns, whenever used in this Lease, shall apply

hereto. The words "Landlord" and "Tenant" and their accompanying

shall extend to the successors and assigns of the parties

The rights, liabilities and remedies provided for herein

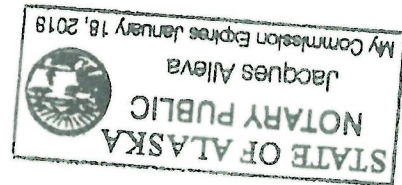


Notary Public in and for Alaska  
My Commission Expires: 01-18-2018

*Jacques Allava*

The foregoing Commercial Lease was acknowledged before me this 4<sup>th</sup> day of March, by Travis Jones.

STATE OF ALASKA  
)  
) ss  
)  
THIRD JUDICIAL DISTRICT



Notary Public in and for Alaska  
My Commission Expires: 01/18/2018

*Jacques Allava*

The foregoing Commercial Lease was acknowledged before me this 4<sup>th</sup> day of March, 2016 by Ronald Allava.

STATE OF ALASKA  
)  
) ss  
)  
THIRD JUDICIAL DISTRICT

TENANT(S) : *[Signature]*

LANDLORD : *Jacques Allava*

Amendment to lease dated 03/04/2016 between Ron Alleva and Travis Jones/Parallel 64.

Section 22 shall be changed to read: In the event of any entry or taking possession of the premises by Landlord pursuant to the terms of this Lease, Landlord shall have the right, but not the obligation, to remove from the premises all personal property, with the exception of marijuana and marijuana products, for which Landlord shall contact Alaska Marijuana Control Office Enforcement if any marijuana or marijuana product needs to be removed from the premises, located therein and may store the same in any place selected by landlord, including, but not limited to, a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, upon reasonable notice to Tenant, the proceeds of the sale to first be applied to the cost of such sale, second to the payment for storage, if any, and third, to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, the balance, if any, to be paid Tenant.

Ron Alleva

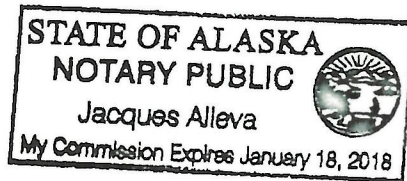
Ron Alleva, Landlord

Date: 5-11-16

Travis Jones

Travis Jones, Parallel 64 LLC

Date: 5/11/2016



Subscribed and sworn to before me  
this 11 day of May, 2016

Jacques Alleva  
Jan 18, 2018

NOTARY PUBLIC SIGNATURE

COMMISSION EXPIRATION

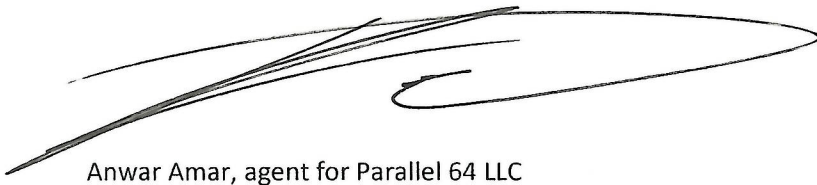
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Amendment to Lease Between Ron Alleva/Alleva Investments and Parallel 64 LLC

Lease address shall be changed to 2128 N Post Road from 2132 N Post Road. All other terms shall remain the same.

*Jacques Alleva* 12/28/2019  
Jacques Alleva, agent



Anwar Amar, agent for Parallel 64 LLC