

Table of Contents	Page No.	Appendix
✓ Table of Contents.....	1	
✓ JAHF Application .....	2	
<b>Property Information</b>		
<input type="checkbox"/> Copies of deeds, permits, etc.		
✓ Appraisal ( <i>pending</i> ) .....	15	A
✓ Location map/site description .....	17	B
<b>Project Information</b>		
✓ Project Narrative.....	21	C
✓ CBJ Assessor's Database Current Owner.....	23	
✓ Master Schedule .....	24	
✓ Blueprints, preliminary design drawings, housing unit floor plans.....	25	D
<b>Financing Information</b>		
✓ Project budget/pro forma .....	31	E
✓ Construction Budget/Bids		
✓ Operating Budget		
<input type="checkbox"/> Support Services Budget, if applicable		
✓ Documentation of financing gap .....	35	F
<input type="checkbox"/> Senior loan terms		
<input type="checkbox"/> Documentation of grant commitment letters		
✓ Credit letters		
<b>Borrower Information</b>		
✓ JAHF Application for Funding, completed and signed .....	[pg.3] 4	
<input type="checkbox"/> Borrower Financial Statements		
<input type="checkbox"/> Board resolution(s) authorizing the application		
✓ Resumes/Organization History for Developer, etc. ....	37	G
✓ Rooftop Properties, LLC Operating Agreement .....	44	H
✓ Current List of Officers & Directors, General/Managing Partners.....	63	I
✓ Market Study .....	Upon Request.....	TBD
(The draft Market Study is over 200 pages; therefore, the final version is expected to cause the application to exceed the limit of 75 maximum pages. Rooftop Properties, LLC is willing to share the study, upon request.)		

## APPLICATION FORM



**For more information, contact:**

Joseph Meyers, Housing & Land Use Specialist

City and Borough of Juneau

155 S. Seward St.

Juneau, Alaska 99801

Phone: 907-586-0753 ext. 4209

Email: [joseph.meyers@juneau.org](mailto:joseph.meyers@juneau.org)

# Juneau Affordable Housing Fund

## Application Checklist

Check all items that you have included with this application. Total submission length should not exceed 75 pages, including application form and supporting information.

**Note: The items identified as Borrower Information must be provided for each applicant. If separate entities will operate and own the real property, both must be applicants/co-borrowers.**

- ☐ **Property information**
- ☐ Copies of deeds, permits, purchase agreement, lease, home inspection reports
- ☐ Appraisal (as-is, as proposed if available)
- ☐ Location map/site description
  
- ☐ **Project Information**
- ☐ Project Narrative including: Market study information, housing waiting list information, evidence of local support for the project, how the project fits into CBJ plans and housing priorities and a narrative describing the approach to green building and sustainable development
- ☐ Blueprints, preliminary design drawings, housing unit floor plans
  
- ☐ **Financing Information**
- ☐ Project budget/pro forma
  - ☐ Construction Budget/Bids
  - ☐ Operating Budget
  - ☐ Support Services Budget, if applicable
- ☐ Documentation of financing gap
  - ☐ Senior loan terms (loan documents/commitment letters)
  - ☐ Documentation of grant commitment letters or loan documents requested/received
  - ☐ Credit or loan denial letters, if any
  
- ☐ **Borrower Information. Provide the information below for any entity operating the project property and/or any entity who will own the project property.**
- ☐ JAHF Application for Funding, completed and signed (pg. 3)
- ☐ Borrower Financial Statements; balance sheet and current operating statements – **less than 90 days old**
- ☐ Board resolution(s) authorizing the application, if required by your organization
- ☐ Resumes/Organizational History for Developer, Project Sponsor, Property Manager
- ☐ Articles of Incorporation & Bylaws (S & C Corps, including non-profits); Articles of Incorporation & Operating Agreement (LLC); Partnership Agreement (General & Limited Partnerships) for each borrower.
- ☐ Current List of Officers & Directors, General/Managing Partners, Authorized Members

# Juneau Affordable Housing Fund

## Application for Funding

**Formatting Note:** All applicants must sign and submit pg. 3. For the other sections, applicants can put information/narrative into their own format –making sure that all details requested are addressed. For sections 8 & 9, applicants can attach their own pro forma to supplement information provided. A sample pro forma is included for reference. Total submission length should not exceed 75 pages, including application form and supporting information. During the review period, applicants may be asked to provide missing or additional details.

### 1. APPLICANT IDENTIFICATION – for capital projects, the entity owning the property must be an applicant/co-borrower and sign below.

*Copy and complete the information below for each applicant/co-borrower.*

Legal Entity: ☐ Non-profit ☐ Public Housing Authority ☐ Limited/General Partnership ☐ S/C Corp  
☒ LLC ☐ Individual ☐ Other: \_\_\_\_\_

Applicant Name: Rooftop Properties, LLC

Mailing Address: Street/City/State/Zip 445 N 2000 W, STE 7, Springville, UT 84663

Phone: 801-262-9315

Fax: 801-262-9319

Contact Name/Title: Garrett Johnson/ Manager


Email: garrett@pci1980.com

Applicant's Federal I.D. or Social Security Number: 86-282-7660

Contact Person for Award Notification: Garrett Johnson

The Juneau Affordable Housing Fund (JAHF) is a program of the City and Borough of Juneau (CBJ). Approval of all grants and loans from the JAHF is a public process and loan files maintained by the CBJ are subject to open government policies and procedures observed by the CBJ. By signing and delivering this application to JAHF, I/we hereby WAIVE ANY RIGHTS TO OBJECT TO OR PREVENT THE DISCLOSURE TO THE PUBLIC OF THE FOLLOWING INFORMATION: Grantee's/Borrower's name; name and location of the project; grant or loan amount and terms; amounts and source of other financing; public purpose of the grant or loan; a description of the project including the number of units and number of units set aside for the public purpose.

I/we, am/are authorized to apply for financing from the City and Borough of Juneau Affordable Housing Fund on behalf of the applicant and certify that the information contained in this application is true and accurate.

Signature  Date 10/19/2022

Printed Name: Garrett Johnson

Title: Manager

Applicant: Rooftop Properties, LLC



# Juneau Affordable Housing Fund

## 2. PROJECT DESCRIPTION:

Project Name	Ridgeview Subdivision
Project Address Street/City/Zip	7400 Glacier Hwy
Property Complete Legal Description	USS 1568 TRB1
Site Size	19.71 acres
Current Site Zoning	D18

Type of project:

- ☐ Affordable, low-income, senior, or special needs housing
- ☒ Fair market workforce housing
- ☐ Downtown housing
- ☐ Other: \_\_\_\_\_

Please identify and provide a description of the project. Include a narrative that:

- highlights market study information, population targeted, local support for the project, and fit into CBJ plans and housing priorities;
- includes a location map, and describes the condition of housing nearby; availability of public transportation; location of schools, shopping and employment centers, and other information relevant to the site; and
- Describes how this project addresses green building technologies and encourages sustainable development.

## 3. TYPE OF FUNDING REQUEST: Choose any of the following activities that describe your request:

- ☒ Construction of new housing
- ☐ Acquisition of land for new housing construction
- ☐ Acquisition of existing housing
- ☐ Rehabilitation of existing housing
- ☐ Capacity building activities
- ☐ Operating expenses
- ☐ Supportive services
- ☐ Other: \_\_\_\_\_

[See Appendix G](#)

## 4. ORGANIZATIONAL DEVELOPMENT AND TEAM SUMMARY

Provide details on the organizational capacity and team experience for the project.

Please Attach Resumes and/or organizational references for the Project Development Team Members below

- ☐ Project Sponsor
- ☐ Developer
- ☐ Property Manager

Please discuss:

- the objective, management structure, and staffing of the sponsor organization;
- experience and ability to implement and manage housing projects/complex capital projects, including the organizations fiscal management systems;
- service provision experience, if part of the overall project design; and
- details for extended project development team members such as general contractor, architect, structural and mechanical engineers, attorney, consultant, tax advisor – if available.

# Juneau Affordable Housing Fund

## 5. HOUSING UNITS AND POPULATION TARGETS

List unit details below and describe the total housing units, unit mix, and units anticipated to be funded with JAHF funding.

Unit Type	Total # of Units	Unit Size (Sq. Ft.)	Total Unit Area: Garage + Unit Size	# ≤ 30% HUD Income Limit	# ≤ 50% HUD Income Limit	# ≤ 80% HUD Income Limit	Market Rate Units
SRO							
Efficiencies							
1 Bedroom	14	700	986			3	11
2 Bedroom	10	910	1,282			2	8
3 Bedroom							
4 Bedroom							
5 Bedroom							
<b>Total Units</b>	24	788	1,109			5	19

For income limits, see Appendix B of Juneau Affordable Housing Fund Program Description and Application Guidelines or go to HUD User Datasets at [https://www.huduser.gov/portal/pdrdatas\\_landing.html](https://www.huduser.gov/portal/pdrdatas_landing.html)

Total Residential Square Footage: 26,620

Manager's Unit included? ☐ Yes ☒ No If Yes, describe: \_\_\_\_\_

DEVELOPMENT DESIGN	# Units	# Buildings
Detached Single Family		
Townhouse		
2-, 3-, 4-plex		
Multi-Family	24	1
Scattered Sites		
Tiny Homes		

### OTHER AMENITIES:

☒ Units contain Washer/Dryer Appliances ☐ Units contain Washer/Dryer hook-ups only

☐ Common Laundry with: # \_\_\_\_\_ washers and # \_\_\_\_\_ dryers.

☒ Covered parking spaces: # 8 garages

☒ Uncovered parking spaces: # 17 stalls

☐ Other amenities (describe): \_\_\_\_\_

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# Juneau Affordable Housing Fund

## Population to be served:

Affordable Housing:

- ☐ Single adults 
 ☐ Families with minor children 
 ☐ Chronic homeless 
 ☐ Seniors  
☐ Assisted Living 
 ☐ Veterans 
 ☐ Survivors of Domestic Violence 
 ☐ Middle-income Housing  
☐ Special needs (describe): \_\_\_\_\_

☐ Other (describe): Workforce

## Number of years units will be committed to serving the population above:

- ☒ 10 years 
 ☐ 15 years 
 ☐ 20 years 
 ☐ 30 years 
 ☐ Other (describe) \_\_\_\_\_

## FOR RENTAL PROJECTS ONLY

List Rental Rates for each type of unit and describe the process you will use to set and adjust rents.

Unit Type	Rental Rate @ ≤ 30% HUD Income Limit	Rental Rate @ ≤ 50% HUD Income Limit	Rental Rate @ ≤ 80% HUD Income Limit	Market Rate Rental Rate
SRO				
Efficiencies				
1 Bedroom			\$1,872	\$1,925
2 Bedroom			\$2,106	\$2,275
3 Bedroom				
4 Bedroom				
5 Bedroom				
<b>Total Units</b>				

A Market Study was completed by Reliant and included as Appendix C. The Market Rates for each unit type were: (a) 1-bed/1-bath at \$2.20/SF and 2-bed/2-bath at \$2.22/SF with a note that the rates could be off by 10%. We believe that a more reasonable rate for each would be \$2.75/SF and \$2.50/SF, respectively, since the 1-bed/1-bath units will rent for more per SF than the 2-bed/2-bath. Efficiency units are also renting for much more than \$2.75/SF.

We will begin taking reservations on the units about halfway through the construction phase but will place a sign and contact information as soon as work begins. This will allow us to test the pent-up demand and adjust before taking reservations. Specific attention will be given to doctors, nurses, Coast Guard, miners, and others that may travel to work in Juneau as we believe these people are currently paying rates well above the Market Rate.

# Juneau Affordable Housing Fund

## FOR HOMEOWNERSHIP PROJECTS ONLY

List proposed sales price of all homes in project. Indicate if the project will include affordability covenants, e.g. community land trust.

Unit Type	JAHF Financed Units	Financed by Other Affordable Housing Lenders	Market Price Units
1 Bedroom			
2 Bedroom			
3 Bedroom			
4+ Bedroom			
<b>Total Units</b>			

## 6. PROJECT READINESS AND SITE INFORMATION: Please provide details on site control and project readiness.

How is control of the project property site established?

☒ Ownership ☐ Purchase Agreement ☐ Purchase Option ☐ Lease ☐ Other (describe): \_\_\_\_\_

If no site control exists, describe plans to acquire the project property: \_\_\_\_\_

Current property owner's name: Rooftop Properties, LLC

Is the site properly zoned for your development? Yes

- Attach evidence that the site is properly zoned for the proposed use or if a variance or exception is required, evidence that a request has been filed and a hearing date has been scheduled.

Does the project operator plan to own the property directly? Yes

If property is to be owned by related entity, please provide name of entity and specify relationship (e.g., subsidiary corporation or partnership of which applicant is general partner)

Name of entity: Canyon Creek Management Company, LLC (CCMC)

Relationship: CCMC is owned/managed by the same managers as Rooftop Properties, LLC

**PLEASE NOTE: Entity proposed to own the property must be co-applicant and co-borrower for any JAHF Financing.**

Are there liens or other encumbrances on the property that must be cleared by allocating funds to them? If yes, please describe amount due, date due, nature of obligation and cost of clearing title. No

# Juneau Affordable Housing Fund

Have you obtained	Yes/No	If No, when will these be completed?
Blueprints	No	12/15/2022
Zoning changes	N/A	
Building permits	No	2/15/2023
Utility hookups	No	Summer 2023
Environmental report	No	N/A
Commitments from service providers	Yes	

Will the project require any displacement of current occupants? No

If yes, will you compensate or relocate those who are displaced? Describe your proposed plan for relocation assistance:

Please attach copies of supporting documents – evidence of zoning, deeds, permits, leases, options, sales agreements, etc. Projects requesting assistance for homeownership (rehab or acquisition) must include a current Home Inspection Report.

**7. PROJECT TIMELINE:** Please provide a project timeline. Use anticipated or actual calendar dates. Be sure to include dates of initial closing, construction start and substantial completion. Include the following items on the timeline, as it may apply:

[See Appendix C](#)

- Financial Commitment for funding sources
- Initial closing date
- Location survey complete
- Preliminary site plan complete
- Design, development and pricing
- Site plan approval
- Construction and bid documents
- Engineering plan approval
- Final pricing
- Building permit
- Construction contract executed
- Start construction
- Substantial completion
- Final completion/Certificate of Occupancy

## 8. PROJECT COSTS AND RESOURCES

The rest of the application will focus on funding use and financial feasibility.

- Please provide a narrative explaining the need for JAHF funding.
- In the section below, provide the expected use of funds for your project and provide the JAHF grant or loan amount requested.

# Juneau Affordable Housing Fund

## 8a. FUNDING SOURCES/REVENUES

Funder	Specify Agency/ Program/Investor Name	Amount Committed or Received <sup>1</sup>	Amount Requested <sup>2</sup>	Date of Application	Anticipated Approval Date
Alaska Housing Finance Corporation	HOME LIHTC SNHG Other:				
Other Alaska State Govt.					
Federal Govt.					
Local Govt. (not JAHF)					
Subsidies					
Bank Loan			\$6,712,000	12/15/2022	02/15/2023
Private Loan					
Private Grant					
Private Investor					
Applicant's Funds		\$720,000*	\$720,000*		
Other	JAHF		\$1,200,000	10/19/202	TBD by CBJ Assembly
<b>Totals</b>		<b>\$</b>	<b>\$ 8,632,000</b>		

**Total non-JAHF funds committed and requested above:**

+ \$7,432,000

**Total JAHF grant/loan requested from 8a above**

+ \$1,200,000

**Total project funding from all sources. Total project cost must match total project funding in 8a. Above.**

= \$8,632,000

\*Note that the \$720,000 is only a portion of the property owned by Rooftop Properties, LLC and represents the as-proposed value (subject to be confirmed by the appraisal). The entire property owned is valued at \$5MM-\$8MM.

Reminder:

- Qualifying projects are eligible for grants and loans up to \$50,000 per affordable or workforce housing unit created, or for other eligible uses on a similar per unit basis.
- For profit-developer projects utilizing JAHF funds for workforce housing must reserve at least 20% of units

1 Please attach documentation verifying non-JAHF funds including the interest rate, repayment period, and other terms governing committed or received funds.

2 Please list amounts applied for which are pending approval here. Do not show any requests which have been declined or any unfunded portion of an application which was committed for less than the amount requested.

# Juneau Affordable Housing Fund

for tenants with gross incomes at 80% or less AMI for at least ten years or the life of the loan.

Your grant/loan may be approved for an amount less than requested.

## 8b. USES OF FUNDS

Purpose	Sections Required if funding requested for these purposes	Amount
Acquisition, Construction, Rehabilitation	9a	\$ 8,632,000
Pre-Development Costs	9b	\$
Operating Assistance (max one year)	9c	\$
Capacity Building	9d	\$
Self-Sufficiency/Support Services (max one year)	9e	\$
<b>Project Total</b>		<b>\$ 8,632,000</b>
Less Cash provided by owner or borrower	8b	\$ 720,000
Less Other Financing	8b	\$ 6,712,000
<b>JAHF grant or loan requested</b>		<b>\$ 1,200,000</b>

## 9. DETAILED USE OF FUNDS

For section 9, **applicants only need to complete the sub-section(s) for which JAHF funding is being requested.** (See 8b) The total JAHF funds requested and the total of funds provided by others should match the total in Section 8a and 8b.

**9a. CAPITAL COSTS.** Fill in this section if funding is being requested for **capital costs** – if not please skip to section 9b. Please include below the total project cost for each type of capital cost (Acquisition, New Construction, or Rehabilitation) regardless of funding source.

Capital Costs	Acquisition	Construction	Rehabilitation	Admin/Overhead
Land	720,000			
Residential structures		4,662,000		
Nonresidential structures				
On Site improvements		1,115,000		
Off Site improvements				
Remove, Refinance Liens/ Encumbrances				
General requirements		445,000		
Contractor Fees		625,000		
*Developer's Fee		325,000		
Architect Fee		50,000		
Design				
Supervision				

# Juneau Affordable Housing Fund

Capital Costs	Acquisition	Construction	Rehabilitation	Admin/Overhead
Legal Fees				
Packaging/Processing				
Other (describe)		690,000**		
Other (describe)				
<b>Total Capital Costs</b>				\$ 8,632,000

General requirements: % of 9a Total	6.16%
Builder's General Overhead: % 9a Total	4.24%
Builder's Profit: % of 9a Total	3.00%

PROJECT COST PER UNIT \$ 359,667

\*The amount and use of developer's fee will be relevant to the evaluation of the application.

**\*\*Description: CBJ Permits & Fees, Insurance/Bonding, Financing, Contingency**

## 9b. PREDEVELOPMENT COSTS (list cost of each item below)

Fill in this section if funding is being requested for **predevelopment costs** – if not please skip to section 9c.

Predevelopment Costs	JAHF Funds	Other Funds	Total Cost
Architect Fee			
Design			
Supervision			
Legal Fees			
Packaging/Processing			
Surveys and Soil Borings			
Appraisal			
Environmental Study			
Market Study			
Other (describe)			
Other (describe)			
<b>Total Predevelopment Costs</b>			\$

## 9c. OPERATING ASSISTANCE request for one (1) year

Fill in this section if funding is being requested for **operating assistance** – if not please skip to section 9d.

Operating Costs (Annual)	JAHF Funds	Other Funds	Total Cost
Salaries – Office & Admin			
Advertising and Marketing			
Management Fees			
Accounting Services and Fees			
Auditing Expenses (project only)			
Insurance			
Legal Expenses (project only)			



# Juneau Affordable Housing Fund

Operating Costs (Annual)	JAHF Funds	Other Funds	Total Cost
Office Supplies, Postage, etc.			
Permits, Licenses and Misc. Taxes			
Telephone and Answering Services			
Other			
Other			
<b>ADMINISTRATIVE Subtotal(A)</b>			
Salaries – Maintenance & Janitorial			
Exterminating			
Costs associated with lead-paint reduction			
Electrical Repairs & Supplies			
Garbage and Trash Removal			
Grounds Maintenance Contract and Supplies			
Heating & Air Conditioning Maintenance			
Janitorial Supplies			
Painting			
Plumbing Repairs & Supplies			
Rental Equipment/Small Tools			
Roof Repairs			
Other			
Other			
<b>MAINTENANCE &amp; REPAIRS Subtotal (B)</b>			
UTILITIES PAID BY OWNER			
REAL ESTATE TAXES			
GROUND RENT			
RESERVE FOR REPLACEMENT			
Other (describe)			
Other (describe)			
<b>Total Operating Costs (A + B + this subsection)</b>			

## Revenues Earned Year 1:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total Year 1
Unit Rentals					
Fees/Other					
<b>Total</b>					

## 9d. CAPACITY BUILDING COSTS must be directly related to the specific housing project covered by this application.

General organizational development or broad-based client needs assessments will not be funded. Examples of capacity building include training for on-site property manager or maintenance staff, acquisition of software for facility

# Juneau Affordable Housing Fund

management, website development for rental information, etc. Fill in this section if funding is being requested for **capacity building costs** – if not please skip to section 9e.

Purpose/Use of Funds (list)	JAHF Funds	Other Funds	Total Cost
<b>Total Capacity Building Costs</b>			

## 9e. SELF-SUFFICIENCY / SUPPORTIVE SERVICES

Fill in this section if funding is being requested for **self-sufficiency/supportive services** – if not please skip to the next section. Enter funding amounts anticipated for salaries and other expenses related to providing the services offered to residents in the specific housing project named in this application:

Purpose/Use of Funds (list)	Y/N	JAHF Funds	Other Funds	Total Cost
Rental/Down Payment Assistance				
Job Skills Training				
Educational Courses				
Budget Counseling/Financial Literacy				
Substance Abuse Aid				
Mental Health Care				
Other Health Care				
Child Care				
Other Project-Specific Costs:				
<b>Total</b>				

The funding requested is for a ☐ new position ☐ current position

For services not to be provided by applicant, please list service(s) and service provider(s): \_\_\_\_\_

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# **Appendix A**

## **Appraisal**

**(due from appraiser mid-November)**



**Appendix B**  
**Location Map / Site Description**



Imagery ©2022 Maxar Technologies, Maxar Technologies, Imagery ©2022 Landsat / Copernicus, Maxar Technologies, Map data ©2022

2000 ft

**Ridgeview Subdivision is located on a 19.71 acre parcel at 7400 Glacier Highway, Juneau, Alaska. Phase 1 is Unit Lot A located in the southeast corner of Parent Lot 1. Phase 1 is 24-units of the proposed 444 total units.**







LEGEND

- ⊕ B.L.M. 2" BRASS MONUMENT RECOVERED THIS SURVEY
- ⊕ PRIMARY DOT CENTERLINE MONUMENT IN CASING RECOVERED THIS SURVEY
- ⊕ PRIMARY MONUMENT RECOVERED THIS SURVEY
- 3" ALUMINUM MONUMENT, T&N ENGINEERING
- SECONDARY MONUMENT RECOVERED THIS SURVEY
- REBAR & CAP, SET BY JW BEAN, SEE NOTE 6
- ⊕ PRIMARY MONUMENT SET THIS SURVEY
- REBAR & CAP, SET BY JW BEAN

- SURVEYED
- UNSURVEYED
- CONTROL LINE
- SURVEY TIE
- EXISTING DOT EASEMENT
- EASEMENT
- DOT EASEMENT
- EASEMENT
- EXISTING WETLANDS
- CENTERLINE

(R) = AS PER PLAT NO. 95-56  
(R1) = AS PER PLAT NO. 90-06  
(R2) = AS PER PLAT NO. 2012-18

BASIS OF BEARING

BASIS OF BEARING FOR THIS PLAT IS THE RECORD BEARING OF NORTH FROM A FOUND 3" ALUMINUM MONUMENT BEING THE SOUTHEAST CORNER OF LOT 5, TRACT B, U.S. SURVEY NO. 1568 TO A FOUND 3" ALUMINUM MONUMENT BEING THE NORTHEAST CORNER OF LOT 5, TRACT B, U.S. SURVEY NO. 1568 AS SHOWN ON RECORD PLAT NO. 95-56.

CORPORATE OWNERSHIP CERTIFICATE:

I HEREBY CERTIFY THAT RAINFOREST PROPERTIES, LLC, IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I AS MANAGING MEMBER HEREBY ADOPT THIS PLAT OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED:

Date \_\_\_\_\_, 2022

Owner: \_\_\_\_\_

ROOFTOP PROPERTIES, LLC,  
7400 GLACIER HWY  
JUNEAU, ALASKA 99801

NOTARY ACKNOWLEDGMENT:

STATE OF ALASKA )

FIRST JUDICIAL DISTRICT ) S.S.

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED BRANDON GRAY, MANAGING MEMBER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE SIGNED AND SEALED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Notary Public for Alaska \_\_\_\_\_

My Commission Expires \_\_\_\_\_

PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF JUNEAU, ALASKA SAID PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION BY PLAT RESOLUTION NO. \_\_\_\_\_ DATED: \_\_\_\_\_, 2022, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT RECORDING OFFICE, JUNEAU, ALASKA.

ATTEST: \_\_\_\_\_

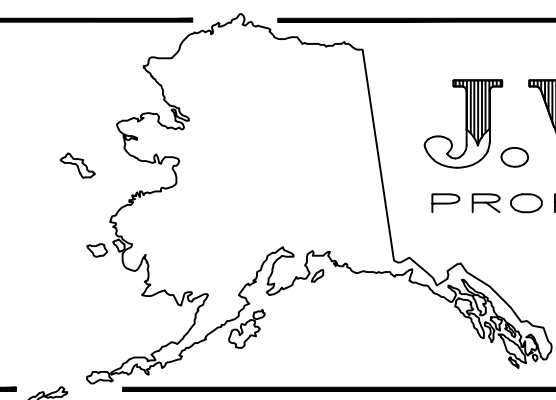
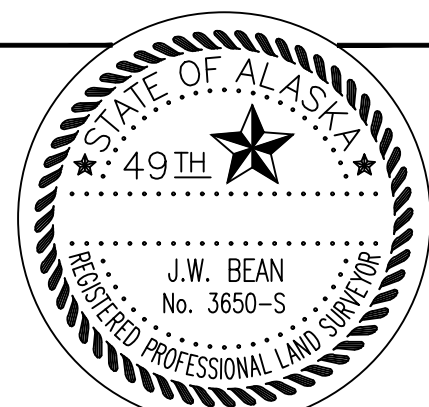
CLERK  
CITY & BOROUGH OF JUNEAU

CHAIRMAN  
CITY & BOROUGH OF JUNEAU  
PLANNING COMMISSION

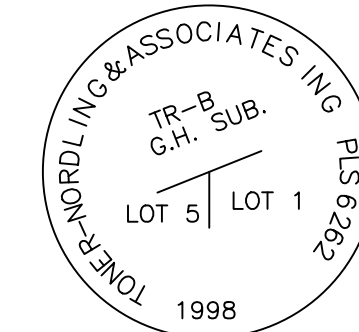
CERTIFICATE OF REGISTERED LAND SURVEYOR

I, J.W. BEAN, IN MY CAPACITY AS A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA, CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND TITLE 49 OF THE CODE OF THE CITY AND BOROUGH OF JUNEAU, THAT ALL DIMENSIONAL AND RELATIVE BEARINGS ARE CORRECT AND THAT MONUMENTS ARE SET IN PLACE IN PLACE AND NOTED UPON THIS PLAT AS PRESENTED.

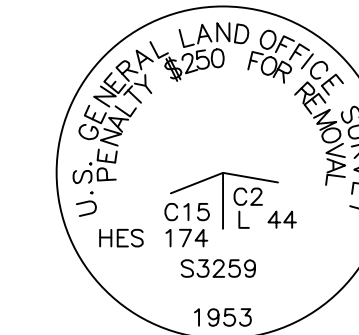
Date \_\_\_\_\_



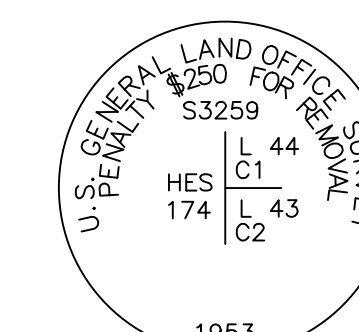
**J.W. BEAN INC.**  
PROFESSIONAL SURVEYOR  
1070 ARCTIC CIRCLE  
JUNEAU - ALASKA  
(907) 789-0590  
SURVEYOR - PLANNER  
PROJ: 13343-HARRIS-4LOT-SUBD.



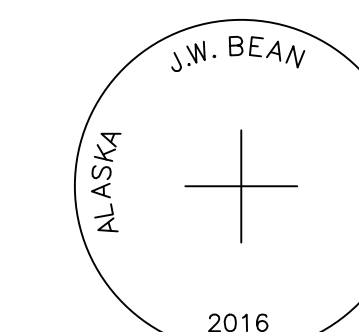
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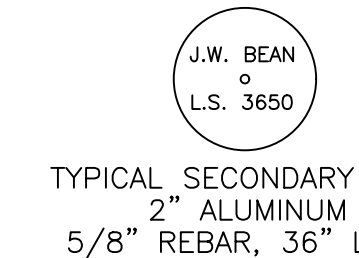
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DETAIL "C"



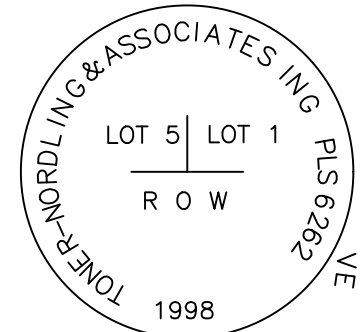
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DETAIL "E"



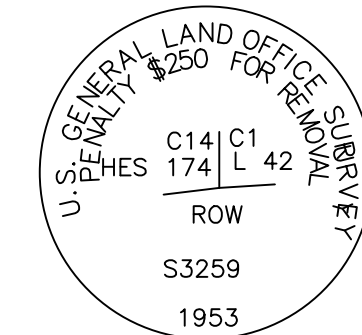
TYPICAL PRIMARY MON.  
3" ALUM. CAP ON  
5/8" ALUM. PIPE



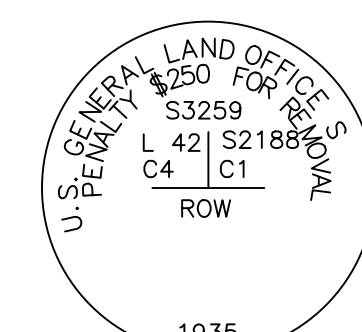
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2" ALUMINUM  
5/8" REBAR, 36" LONG



3" ALUMINUM MONUMENT  
DETAIL "B"



2" BRASS CAP  
DETAIL "D"



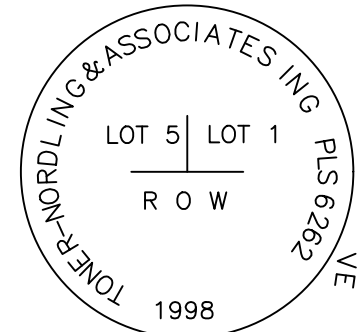
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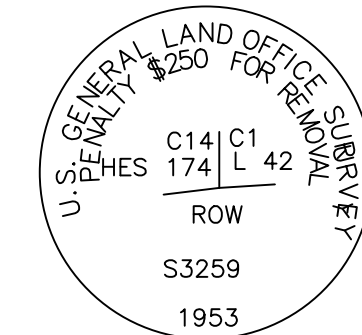
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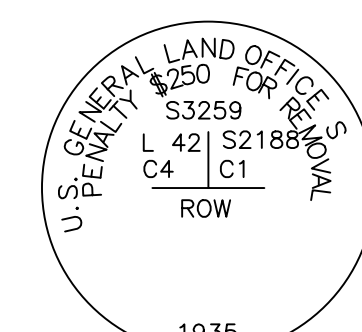
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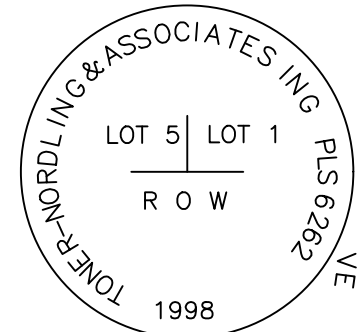
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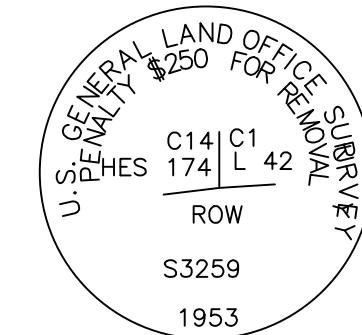
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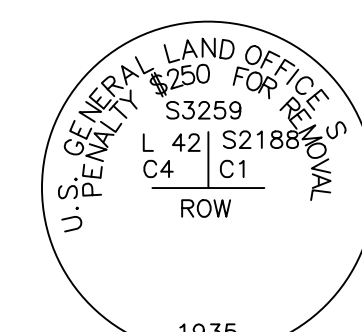
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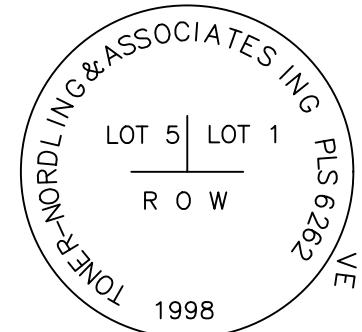
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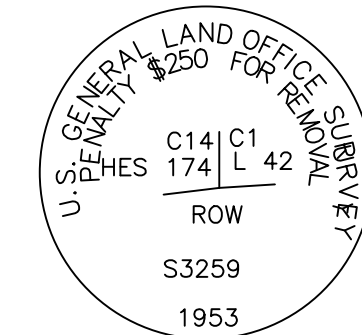
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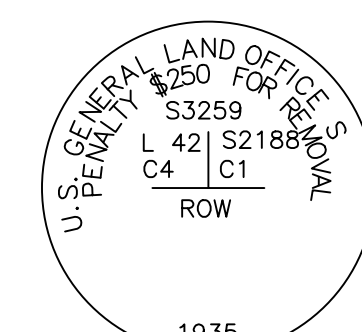
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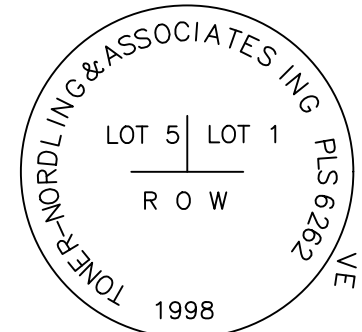
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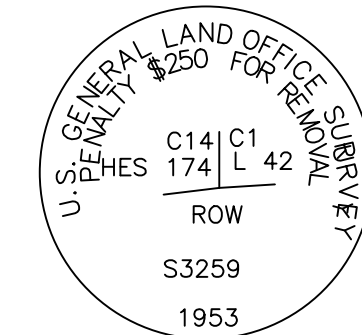
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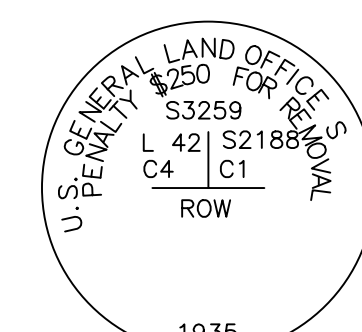
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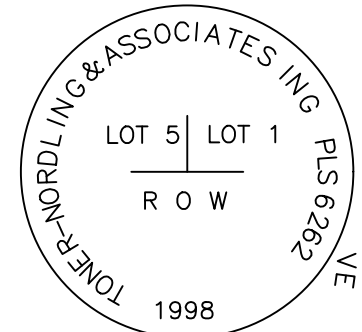
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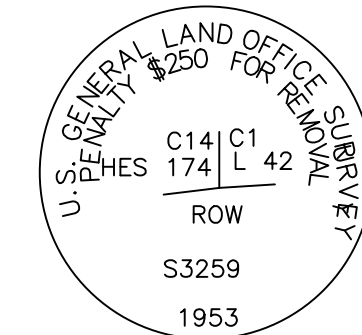
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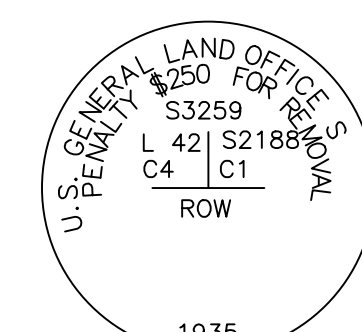
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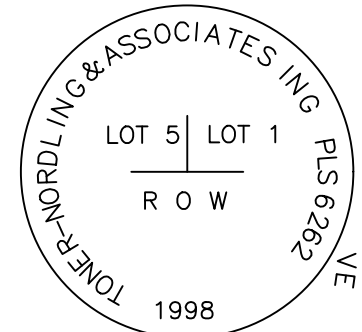
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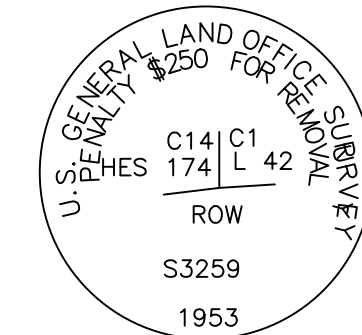
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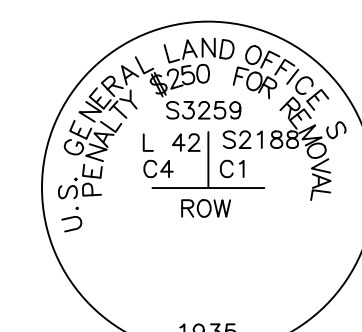
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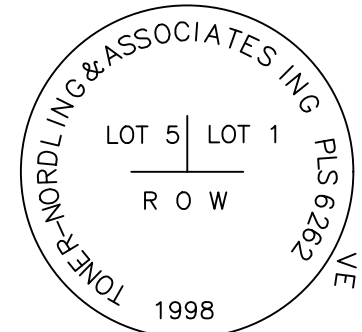
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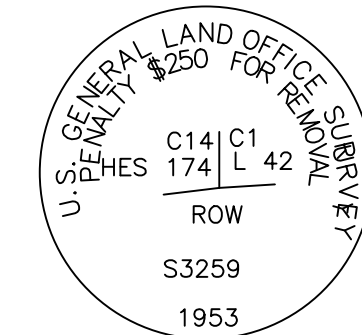
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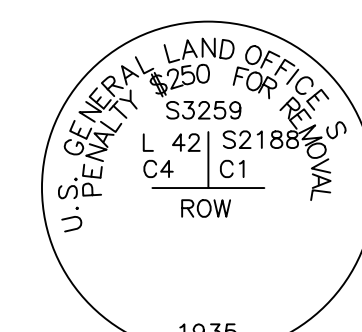
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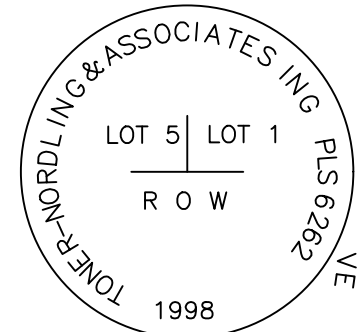
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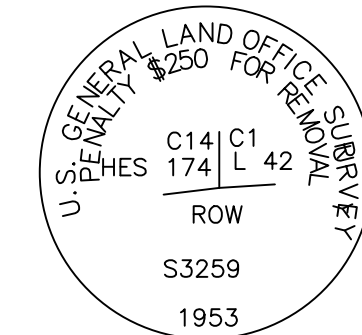
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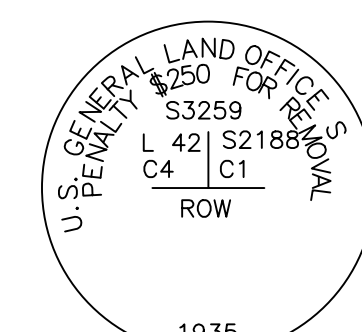
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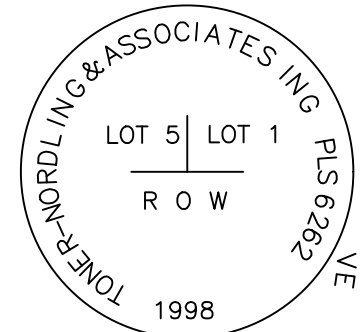
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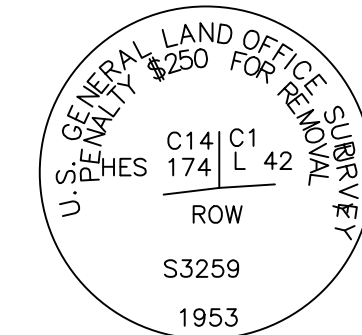
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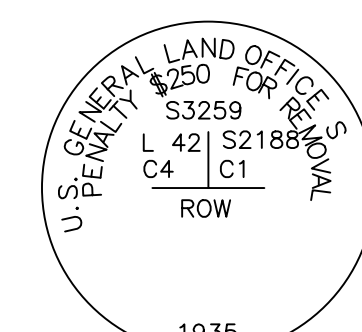
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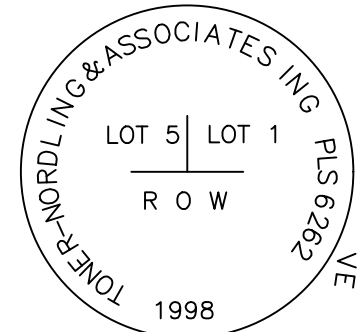
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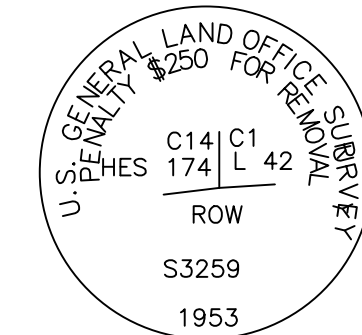
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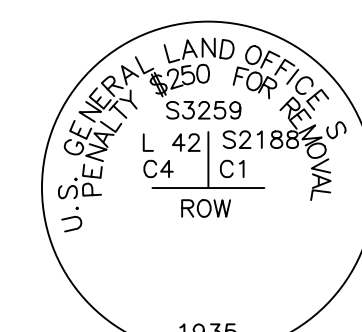
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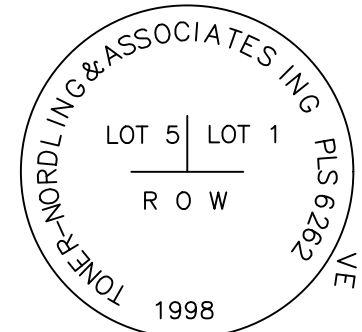
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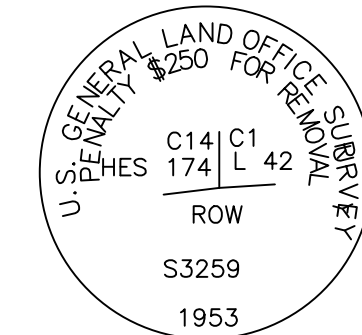
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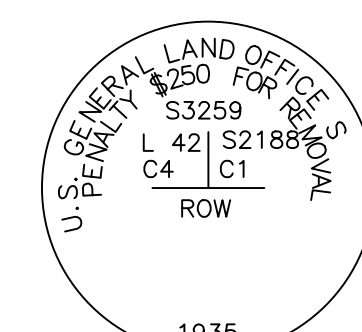
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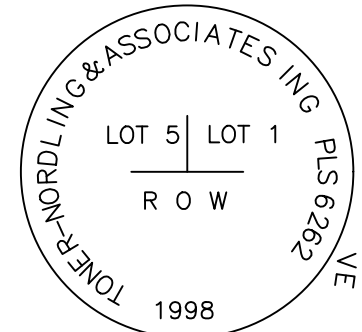
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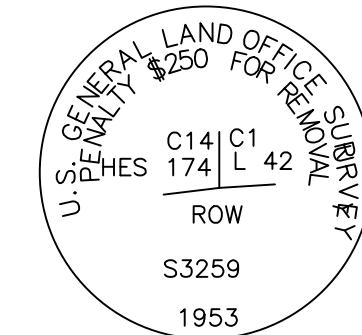
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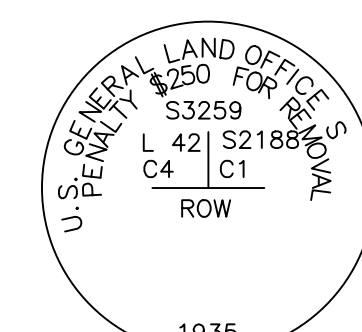
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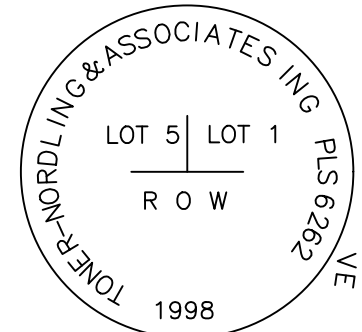
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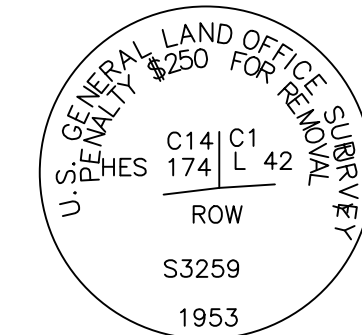
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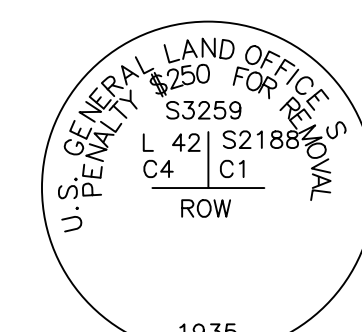
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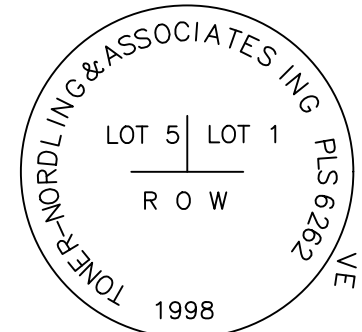
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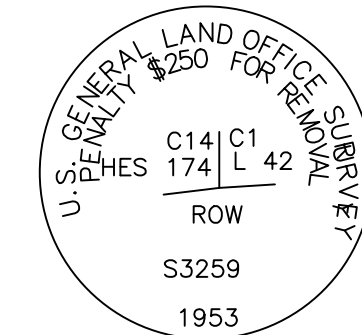
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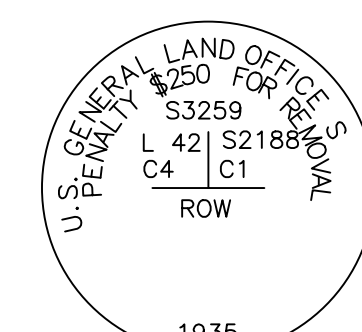
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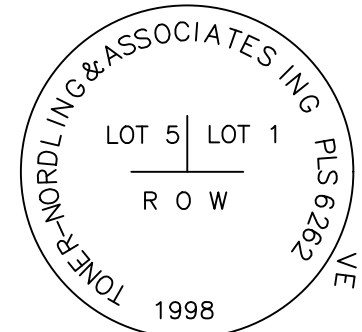
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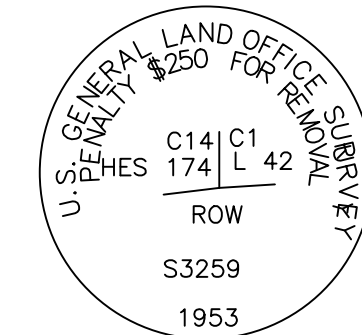
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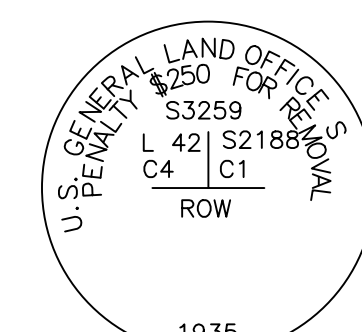
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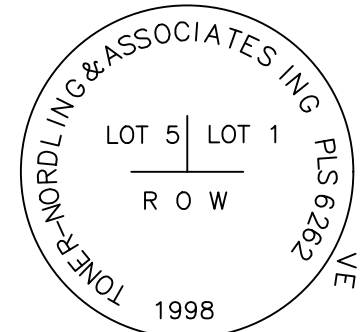
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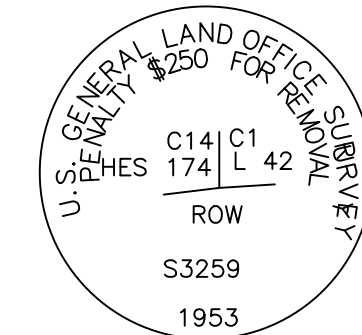
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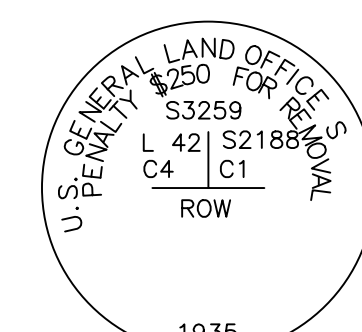
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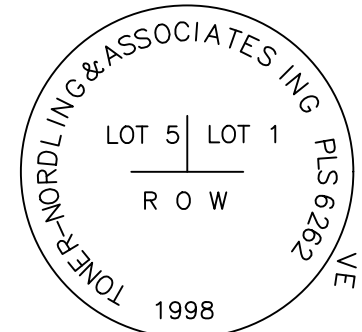
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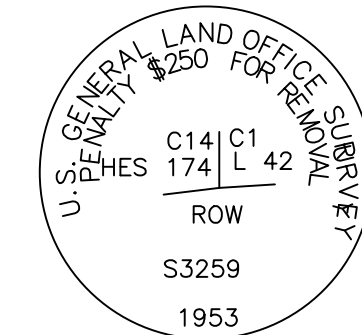
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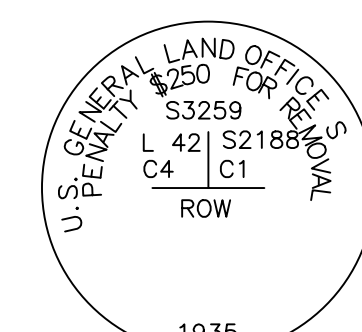
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## **Appendix C**

### **Project Narrative**

## **Project Narrative**

Rooftop Properties, LLC is currently working with the CBJ Planning Commission to approve the Preliminary Plan for 444 total units through the Alternative Residential Subdivision ordinance established in CBJ 49.15 Article IX. The Preliminary Plan is planned to be reviewed during the Public Hearing portion of the November 8, 2022 Planning Commission meeting. This will be the second time the application is on the Planning Commission agenda and is expected to pass. The Final Plan would then be presented during the Public Hearing portion of the December 13, 2022 Planning Commission meeting along with the Preliminary Plat application.

Institutional financing will be pursued during December 2022 and January 2023 in order to have all funding in place by February 2023. This will allow construction to begin once Construction Documents are approved, which is anticipated to be submitted to CBJ by January 2023.

Construction will begin as early in the Spring 2023 as possible.

Rooftop Properties, LLC has engaged Project Control, Inc. (PCI) as the developer/construction manager/general contractor. PCI has extensive experience developing projects in Alaska, Utah, California, Nevada, Arizona and China. The projects in Alaska include several guest homes at Pybus Point Lodge on Admiralty Island. The experience gained from these projects will allow PCI to plan, design and construct a quality project, on-time and within budget. Steve Wisnom has been engaged as an Alaska local expert in order to properly design and construct buildings within the wet and cold conditions in Southeast Alaska.

The Unit Mix in Phase 1 has been developed in order to test the rental market as there are not a lot of comparables built recently. Testing the market demand will allow future phases to be adjusted to meet the unique needs of this market.

A Market Feasibility Study has been prepared by Kim Wold with Reliant; however, it is currently being revised and will be submitted as soon as the final draft is ready.

The following Master Schedule provides additional details for the timeline and expectations for delivering the project successfully.



## Assessor's Database

### Current Owner

ROOFTOP PROPERTIES LLC

956 NORTH 200 EAST, SPANISH FORK UT 84660

**Parcel #:** 5B1401010010

([Map](#))

**Prev. Owner:** RAINFOREST  
PROPERTIE

**Use Code:** Vacant

**Address:** 7400 GLACIER  
HWY

**Site Value:** \$772700.00

**Exempt:** No Data

**No. of Units:** 000

**Garage:** No

**City Water:** Yes

**Exempt Land:** 0

**Year Built:** 0

**Garage Area:** 000000

**City Sewer:** Yes

**Exempt Building:** 0

**Legal Desc. 1:** USS 1568 TR  
B1

**Building PV:** \$0.00

**Zoning:** -Multi-Family-5,000  
sq.ft. minimum lot size -18  
units per acre

**Lot Size:** 19.71

**Exempt Total:** 0

**Legal Desc. 2:**

**Total PV:** \$772700.00

**Tax Year:** 2022

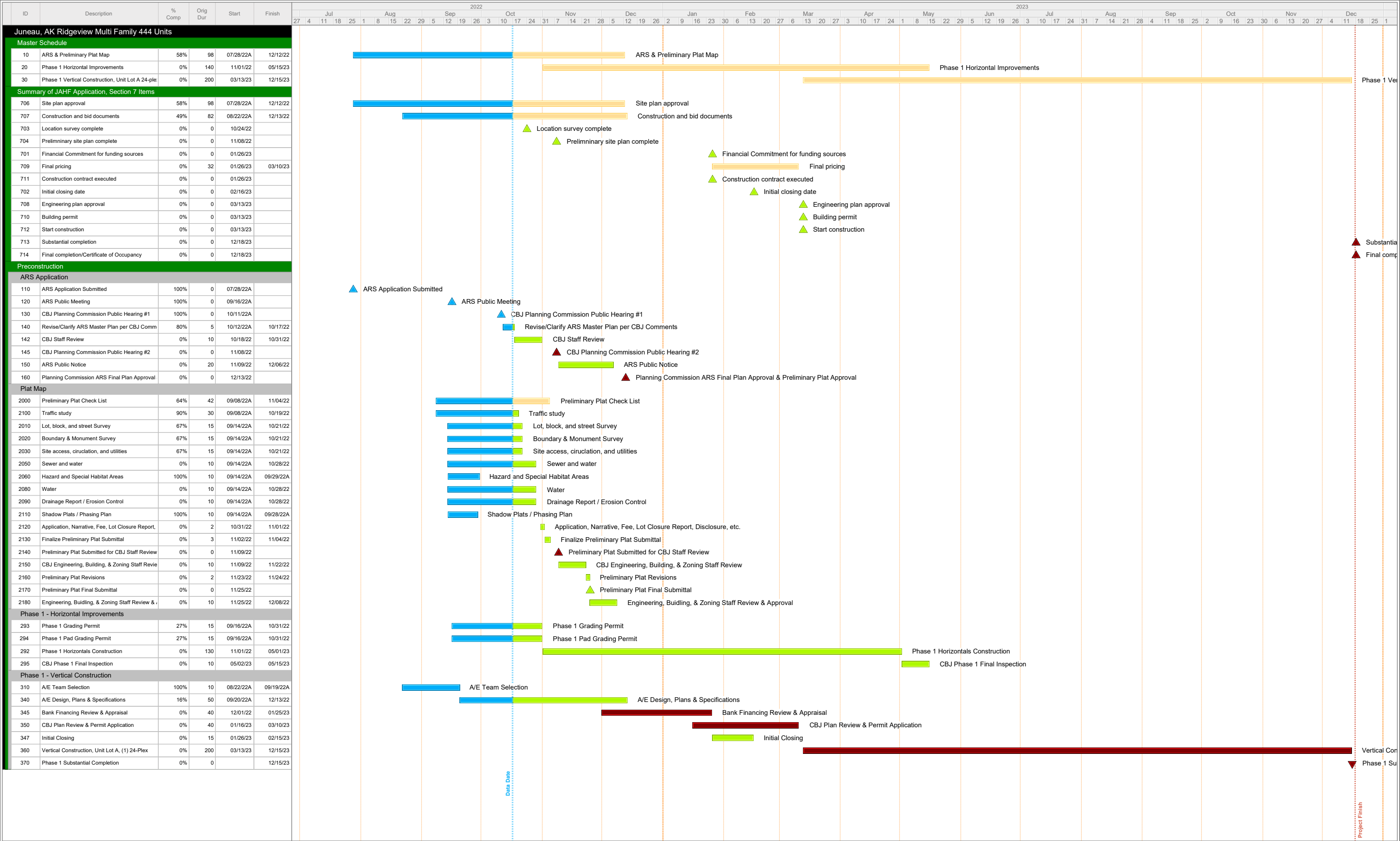
**Gross Liv. Area:** 000000 sqft

**Last Trans:** 20220324

**Road/No Road:** Roaded

## Search the Database

Search the database using the search box below. The field accepts any search parameter (owner's name, address, parcel number, year built, etc.).



# **Appendix D**

## **Preliminary Design Documents**



10/13/2022

AK21001

NO. 1

REVISION XXXX

DATE XX-XX-XX

811

BLUE STAKES OF UTAH

UTILITY NOTIFICATION CENTER, INC.

1-800-662-4111

www.bluestakes.org

0' 20' 40' 80' 160'

GRAPHIC SCALE: 1" = 40'

ALASKA 20 ACRE

JUNEAU, ALASKA

ATT:BRANDON GRAY

801-358-5381

BRANDON@PCI1980.COM

PCI

DESIGN GROUP

LANDSCAPE ARCHITECTURE / PLANNING & VISUALIZATION

3450 N. TRIUMPH BLVD. SUITE 102

LEHI, UTAH 84043 (801) 753-5644

www.pkdesigngroup.com

PRELIMINARY PLANS NOT FOR CONSTRUCTION

IP-COLOR

ISSUE DATE

PROJECT NUMBER

PLAN INFORMATION

PROJECT INFORMATION

DEVELOPER / PROPERTY OWNER CLIENT

LANDSCAPE ARCHITECT PLANNER

LICENSE STAMP

DRAWING INFO

10/13/2022

AK21001

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PROJECT INFORMATION

DEVELOPER / PROPERTY OWNER CLIENT

LANDSCAPE ARCHITECT PLANNER

LICENSE STAMP

DRAWING INFO

**TownHome Units**  
28 Units Total  
3 to 4 bedroom floor plans  
56 Parking Spaces Needed  
67 Parking Provided

**Apartment Units**  
208 Units Total  
142 1 Bedroom Floor Plans  
142 Parking Spaces Needed  
66 2 Bedroom Floor Plans  
99 Parking Spaces Needed  
240 Parking Provided

**Condominium Units**  
208 Units Total  
142 1 Bedroom Floor Plans  
142 Parking Spaces Needed  
66 2 Bedroom Floor Plans  
99 Parking Spaces Needed  
240 Parking Provided

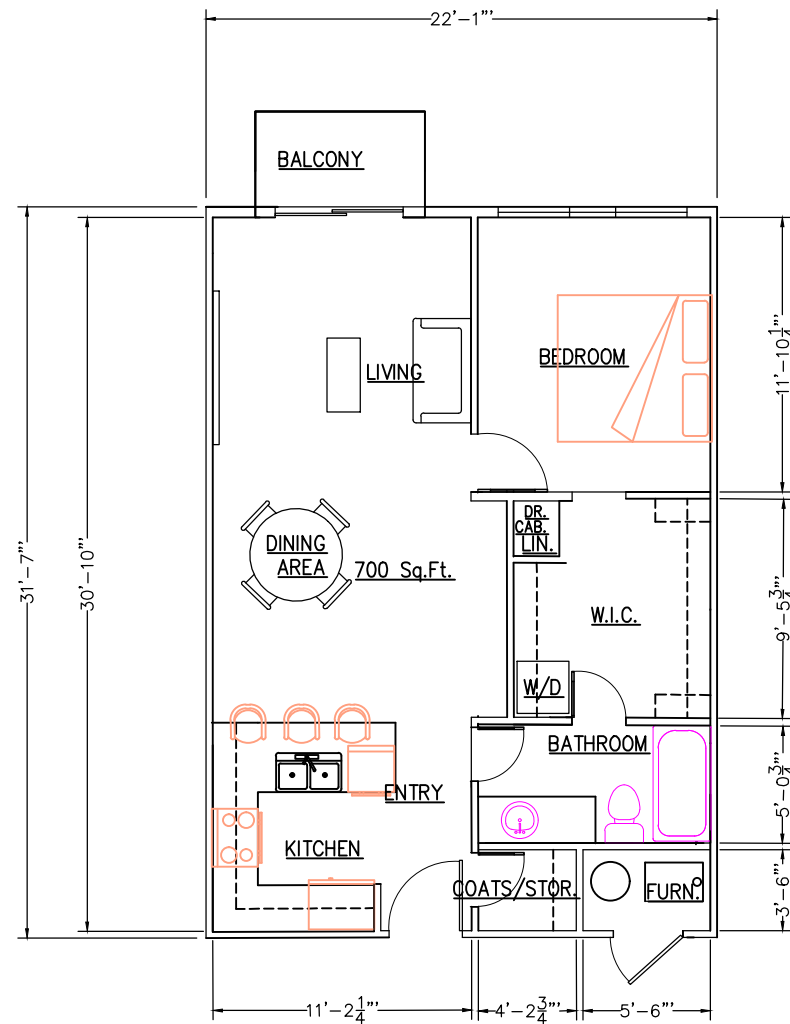
**206 APARTMENT UNITS**  
**206 CONDO UNITS**  
**28 TOWNHOME UNITS**  
**444 TOTAL UNITS**  
**554 TOTAL PARKING SPACES NEEDED**  
**577 TOTAL PARKING SPACES PROVIDED**

**UNIT LOT A** 24 PLEX 3 STORY  
**UNIT LOT B** 24 PLEX 3 STORY  
**UNIT LOT C** 24 PLEX 3 STORY  
**UNIT LOT D** 24 PLEX 3 STORY  
**UNIT LOT E** 24 PLEX 3 STORY  
**UNIT LOT F** 24 PLEX 3 STORY  
**UNIT LOT G** 24 PLEX 3 STORY  
**UNIT LOT H** 24 PLEX 3 STORY  
**UNIT LOT I** 24 PLEX 3 STORY  
**UNIT LOT J** 20 PLEX 3 STORY  
**UNIT LOT K** 22 PLEX 3 STORY  
**UNIT LOT L** 22 PLEX 3 STORY  
**UNIT LOT M** 24 PLEX 3 STORY  
**UNIT LOT N** 24 PLEX 3 STORY  
**UNIT LOT O** 22 PLEX 3 STORY  
**UNIT LOT P** 22 PLEX 3 STORY  
**UNIT LOT Q** 22 PLEX 3 STORY  
**UNIT LOT R** 22 PLEX 3 STORY

**SEYMOUR WAY**  
**GLACIER HWY**  
**PARENT LOT 1**  
**PARENT LOT 2**  
**PARENT LOT 3**  
**GRANDPARENT LOT LINE**  
**5' SETBACK**  
**13' SETBACK**  
**20' SETBACK**

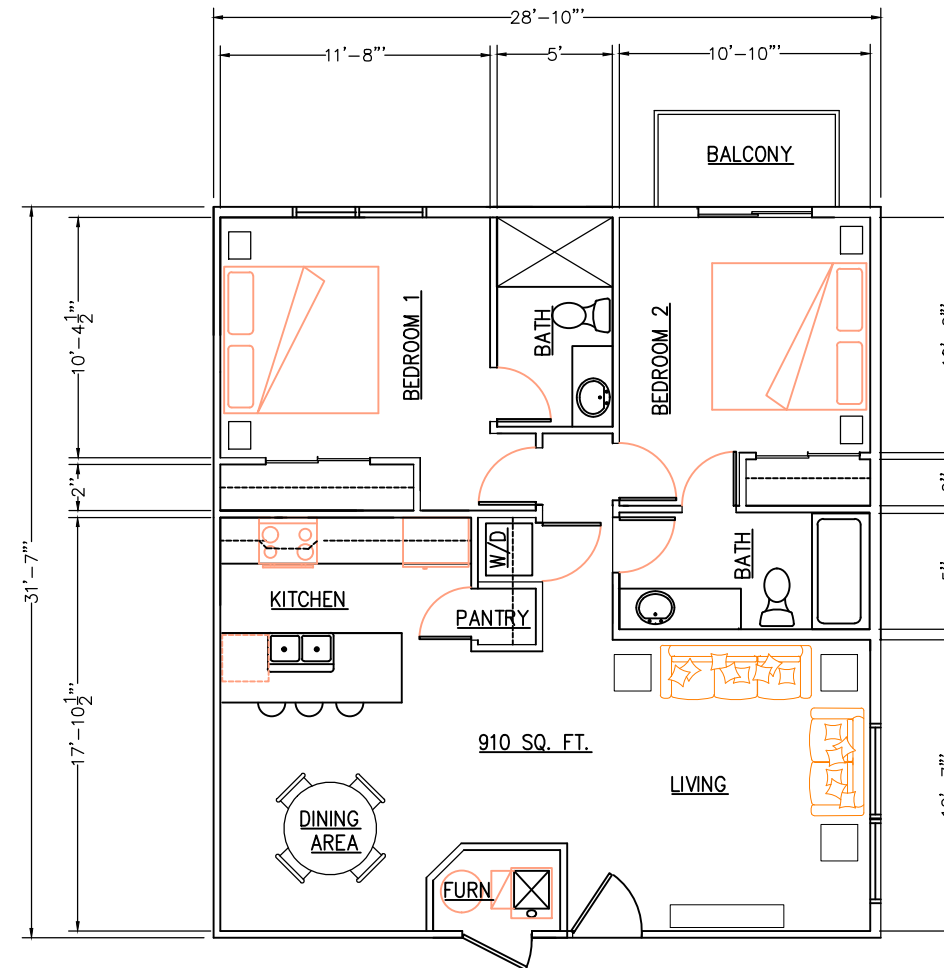
**Phase 1**  
**(14) 1-bed/1-bath units**  
**(10) 2-bed/2-bath units**  
**(8) single garages**





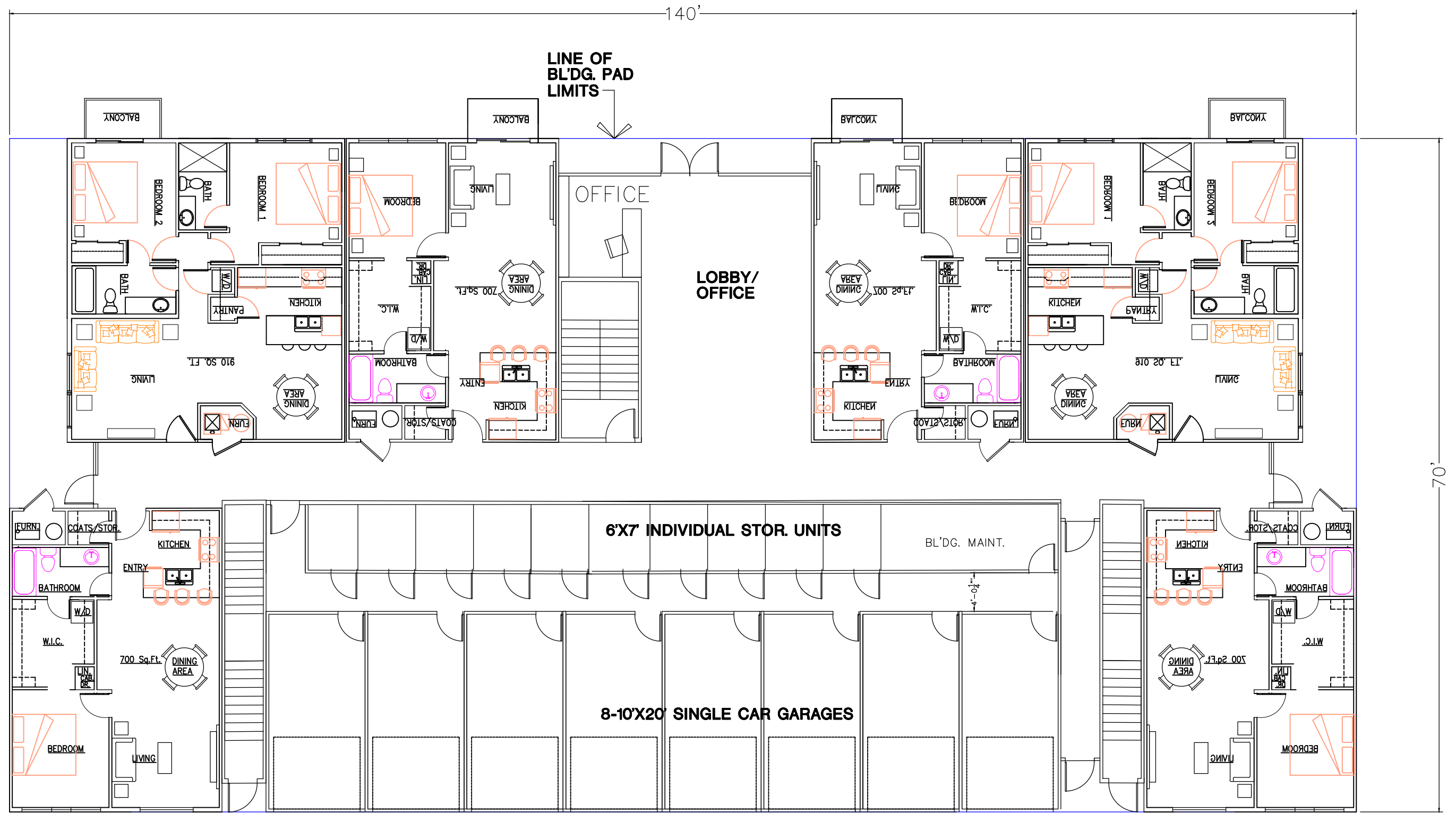
# 1-BEDROOM

700 SQ. FT.

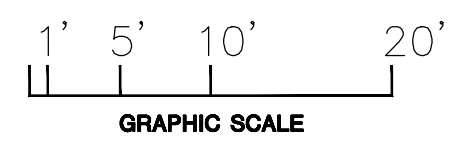


# 2-BEDROOM

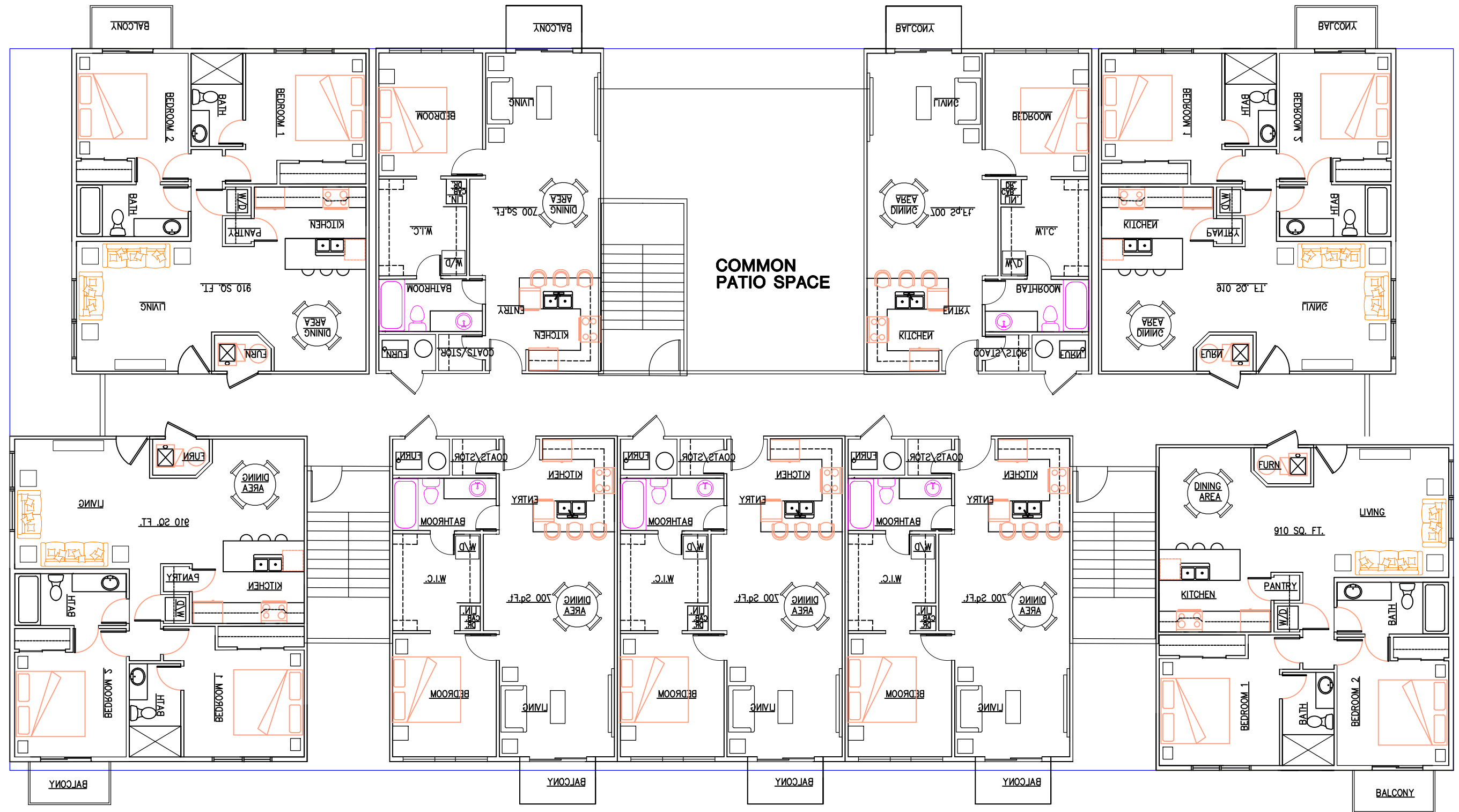
910 SQ. FT.



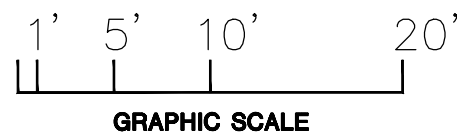
# BUILDING "B" MAIN LEVEL PLAN

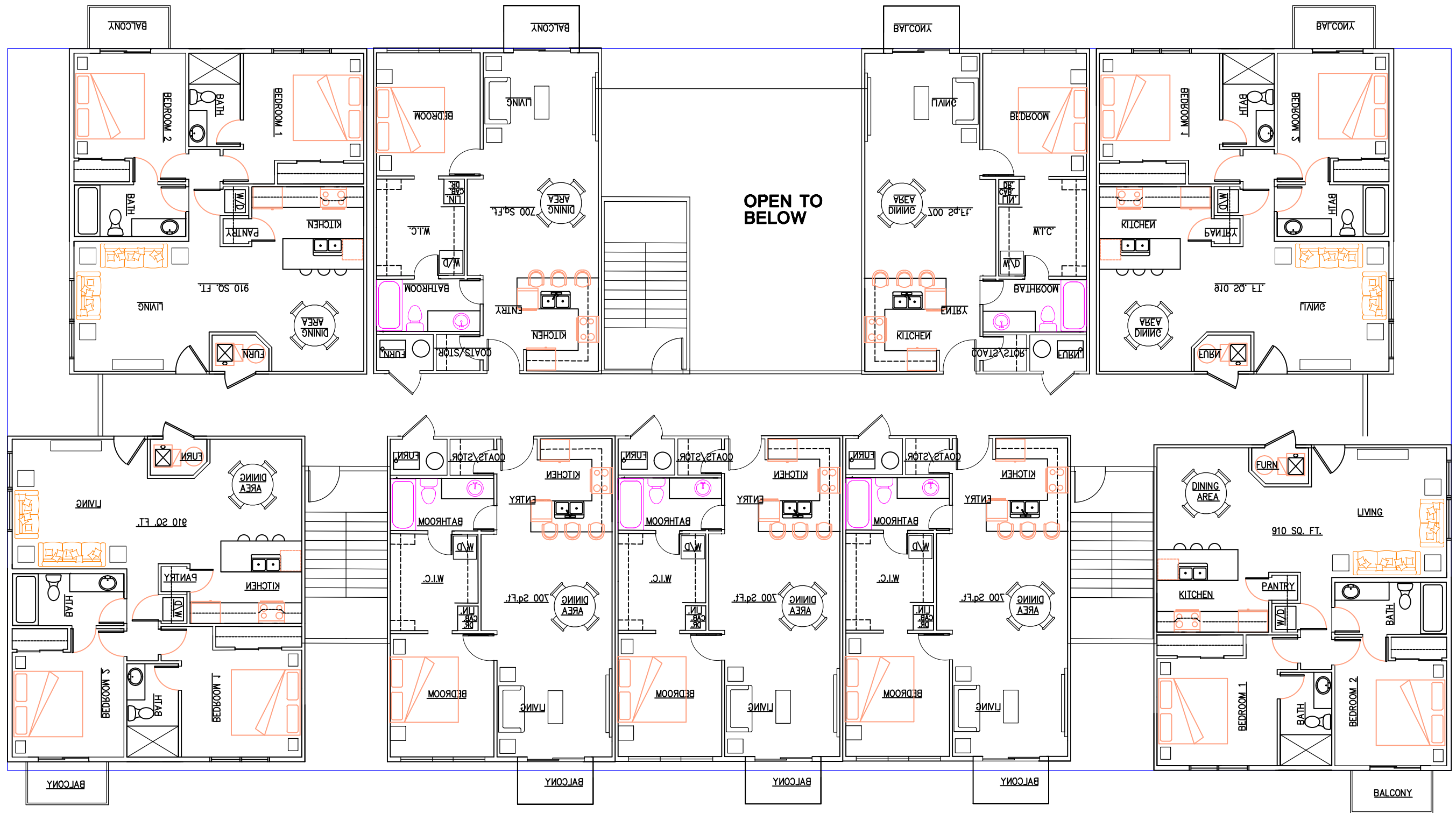




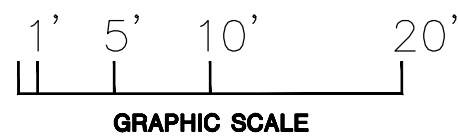


# BUILDING "B" SECOND LEVEL PLAN





# BUILDING "B" THIRD LEVEL PLAN



**Appendix E**  
**Project Budget / Pro Forma**

**CM/GC + TRADE DESIGN ASSIST PROJECT ESTIMATE**

PROJECT NAME: Juneau AK 444 Development

LOCATION: Juneau, AK

ARCHITECT: Scholz Architects

DELIVERY METHODOLOGY: CM/GC with Trade Design Assist

CSI #	DESCRIPTION	TOTAL
<b>BUILDING COST SUMMARY</b>		
1	GENERAL CONDITIONS / REQUIREMENTS	\$ 445,000
2	EXISTING CONDITIONS	\$ 65,693
3	CONCRETE	\$ 212,026
4	MASONRY	\$ 132,849
5	METALS	\$ 20,782
6	WOODS & PLASTICS	\$ 168,871
7	THERMAL & MOISTURE PROTECTION	\$ 1,449,708
8	OPENINGS	\$ 131,385
9	FINISHES	\$ 959,286
10	SPECIALTIES	\$ -
11	EQUIPMENT	\$ 131,385
12	FURNISHINGS	\$ 9,275
13	SPECIAL CONSTRUCTION	\$ -
14	CONVEYING SYSTEMS	\$ -
21	FIRE SUPPRESSION	\$ -
22	PLUMBING	\$ 197,078
23	HVAC	\$ 131,385
26	ELECTRICAL	\$ 262,771
27	COMMUNICATIONS	\$ 1,928
28	ELECTRONIC SAFETY & SECURITY	\$ -

31 EARTHWORK	\$	389,025
32 SITE IMPROVEMENTS	\$	1,182,468
33 UTILITIES	\$	1,051,083
CM/GC OH&P	\$	625,000
<b>SUBTOTAL</b>	<b>\$</b>	<b>7,567,000</b>

#### **OTHER SOFT COSTS**

DEVELOPER'S FEE	\$	325,000
ARCHITECT DESIGN FEES	\$	50,000
CBJ PERMITS & FEES, INSURANCE/BONDING, FINANCING, CONTINGENCY	\$	690,000
<b>SUBTOTAL OTHER SOFT COSTS</b>	<b>\$</b>	<b>1,065,000</b>

<b>TOTAL PROJECT COST</b>	<b>\$</b>	<b>8,632,000</b>
---------------------------	-----------	------------------

# Ridgeview Subdivision

Phase 1, Building A - 24 Units

October 14, 2022

## RENT ROLL AND UNIT MIX

# Units	Unit Type	Square Feet	% of Total	Total SF	Rent/SF Month <sup>2</sup>	Rent/Unit Month	Annual Rent	Monthly Rent
3	1 Bed, 80% AMI	700 SF/Unit	11%	2,100 SF	\$ 2.67 /SF	\$ 1,872 /Mo	\$ 67,392	\$ 5,616
11	Standard 1 Bed	700 SF/Unit	41%	7,700 SF	\$ 2.75 /SF	\$ 1,925 /Mo	\$ 254,100	\$ 21,175
2	2 Bed, 80% AMI	910 SF/Unit	10%	1,820 SF	\$ 2.31 /SF	\$ 2,106 /Mo	\$ 50,544	\$ 4,212
8	Standard 2 Bed	910 SF/Unit	39%	7,280 SF	\$ 2.50 /SF	\$ 2,275 /Mo	\$ 218,400	\$ 18,200
24	Totals	788 SF/Unit	100%	18,900 SF	\$ 2.60 /SF	\$ 2,051 /Mo	\$ 590,436	\$ 49,203
	Floor and View Premiums							
8	Parking Premiums	200 SF/Unit		1,600 SF		\$ 200 /Mo	\$ 19,200	\$ 1,600
24	Common Space / Gross Up	118 SF/Unit		6,120 SF				
0	Commercial Income			0 SF				
Total Income		1,109 SF/Unit		26,620 SF			\$ 609,636	\$ 50,803

## PROFORMA

Schedule Rental Income			\$	610,000
Less: Model Units		0 unit	\$	-
Less Vacancy @ 3%			\$	(18,000)
<b>Collected Rental Income</b>			\$	<b>592,000</b>
Other Income				
Fees and Charges		\$0 / unit	\$	-
Forfeited Deposits		\$0 / unit	\$	-
Utility Reimbursements		\$960 / unit	\$	23,000
Telecommunications/Smart Home/Trash Valet		\$900 / unit	\$	22,000
<b>Total Other Income</b>			\$	<b>45,000</b>
<b>Effective Gross Income</b>			\$	<b>637,000</b>
<b>Less Operating Expenses<sup>2</sup></b>		Factor		
Fixed Expenses				
Salaries & Personnel	\$1,560 / unit	0.5	\$	19,000
Repair & Maintenance <sup>3</sup>	\$225 / unit	0.5	\$	3,000
Make-Ready	\$175 / unit	0.0	\$	-
Recreational Amenities	\$20 / unit	0.0	\$	-
Contract Services	\$950 / unit	0.5	\$	11,000
Marketing / Advertising	\$260 / unit	0.0	\$	-
Admin / Misc	\$250 / unit	0.0	\$	-
Utilities <sup>4</sup>	\$960 / unit	1.0	\$	23,000
Variable Expenses				
Management Fee	2.75% of Gross Income	1.0	\$	18,000
Property/Real Estate Taxes	\$3,272 / unit	1.0	\$	79,000
Insurance	\$220 / unit	1.0	\$	5,000
Replacement Reserve	\$250 / unit	1.0	\$	6,000
<b>Total Expenses</b>	<b>\$6,900 / unit</b>		\$	<b>164,000</b>
<b>NET OPERATING INCOME</b>			\$	<b>473,000</b>

# **Appendix F**

## **Documentation of Financing Gap**

CENTRAL  
BANK

October 20, 2022

Central Bank  
1300 N. State Street  
Provo, UT 84601


RE: Rooftop Properties/Redmond Funds Availability

It is with pleasure that we extend you this conditional pre-approval. This pre-approval is for the amount of \$7,400,000 respectively. This is subject to the following conditions:

- Acceptable appraisal report, and title insurance
- LTV within Central Bank approved limits
- Sufficient collateral that fits Central Banks lending parameters
- Verification of Income with ratios within Central Bank approved limits
- Verification of any assets, equity and/or reserves needed for closing
- No material change in applicants financial condition or creditworthiness
- Any changes in underwriting guidelines with final underwriting and approval
- Final approval from Central Bank Loan Committee

If there are any questions, please feel free to call me at 801-655-2145

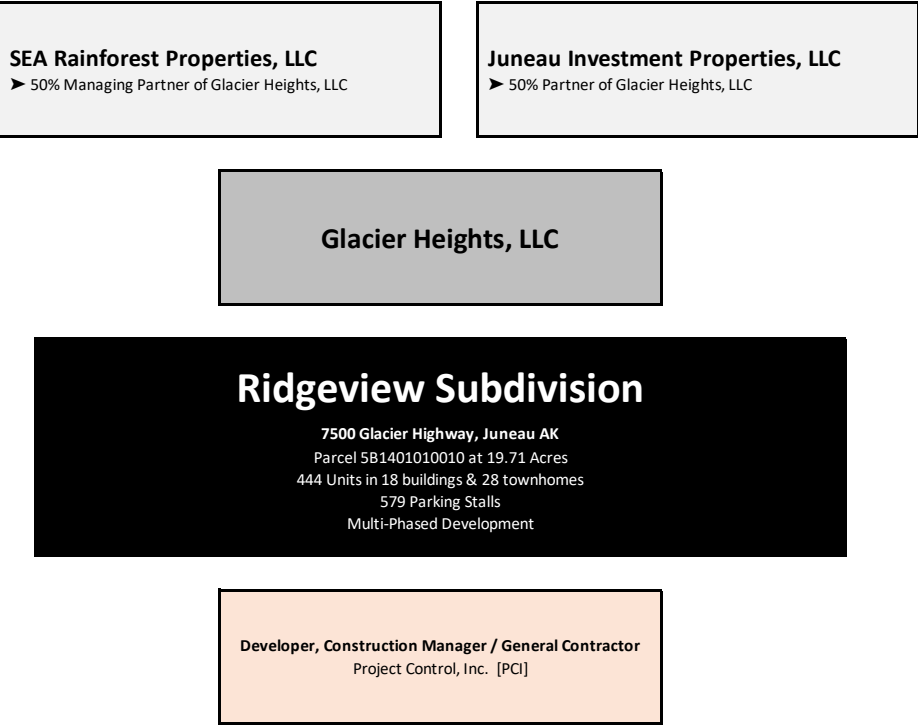
Sincerely,

  
Tyler Hardy  
VP/Manager  
Central Bank



## **Appendix G**

### **Resumes/Organization History of Developer**



Plat Map / Subdivision Consultants		
<b>Civil Engineer</b> Homeshore Engineering Toby Lockhart	<b>Surveyor</b> JW Beene Prof. Surveyors John Been	<b>Traffic Engineer</b> DOWL Adam Miles

Deliverables:

Boundary Survey  
Monumentation  
Site Access, Circulation & Utilities Survey & Civil Design  
Topographic Survey  
Sewer & Water Survey & Civil Design  
Soils Report  
Drainage Report  
Water Report  
Erosion Control Report  
Traffic Study  
Shadow Plats

Design / Pre-Construction / Construction Administration Consultants		
<b>Architect</b> Schulz Architecture Joyce Bailey	<b>Alaska Expert</b> Wisnom & Associates Steve Wisnom	<b>Logistics/Supply Chain Manager</b> Canyon Creek Management Company Abby Averett
<b>Alaska Architect of Record</b> Rich Coneen	<b>MEP Engineers</b>	<b>Structural Engineer</b>

Deliverables:

Construction Documents  
CBJ Building Permit

Construction Subcontractors & Suppliers							
<b>Excavation/Grading/Utilities</b> Glacier States Construction Jimmy Mason	<b>Footings/Foundations</b>	<b>Flatwork</b>	<b>Rough Carpentry</b>	<b>Lumber Supplier</b>	<b>Truss Supplier</b>	<b>Doors &amp; Window Supplier</b>	<b>Window Labor</b>
<b>Heating &amp; Ventilation</b>	<b>Plumbing Fixture Supplier</b>	<b>Plumber</b>	<b>Electrical</b>	<b>Light Fixtures</b>	<b>Roofing</b>	<b>Siding, Soffit, Fascia, Gutters</b>	<b>Insulation</b>
<b>Drywall</b>	<b>Finish Carpenter</b>	<b>Finish Material Supplier</b>	<b>Cabinets</b>	<b>Counter Tops</b>	<b>Painting</b>	<b>Floor Coverings / Showers</b>	<b>Hardware, Mirrors, etc.</b>
<b>Garage Doors</b>	<b>Dumpster/Hauling</b>	<b>Temp Utilities/Porta-John</b>	<b>Cleaning</b>	<b>Appliances</b>	<b>Metal Decking</b>	<b>Hardware, Mirrors, etc.</b>	



**ROLE ON PROJECT**  
Scheduler

**YEARS WITH PCI**  
19

**EDUCATION**  
BS, Civil & Environmental  
Engineering, Brigham  
Young University

**WORK HISTORY**  
Entire career with PCI

**CERTIFICATIONS**  
Certified Cost Engineer  
(CCE)  
  
Planning and Scheduling  
Professional (PSP) - AACE  
International  
  
Construction Manager  
(CCM), Construction  
Management Association of  
America  
  
CMCI

## Garrett Johnson, Vice President

### Summary

Mr. Johnson has 19 years of experience and has managed over \$500M of design and construction. Garrett has developed his skills and education such that he is one of the few professionals in the Southwest and Intermountain Region with the following certifications: Certified Cost Engineer, Planning and Scheduling Professional, and Certified Construction Manager.

These certifications and his experience have proven to be valuable resources in developing cost estimates and cost models for all major construction projects. From concept to design or construction to occupancy, Garrett's ability and skills are demonstrated across all facets of the project. Mr. Johnson has managed many projects, being a key player to any project team.

### Relevant Project Experience

#### Post District, Salt Lake City, UT

Project Manager- \$105 M-580 units. Managed and coordinated site utilities between 3 contractors, reviewed and maintained project schedule, provided monthly project reports.

#### Intermountain Healthcare-Utah Valley Regional Medical Center – Provo, UT

Project Manager/Estimator – Emergency & Endoscopy Expansion valued at \$6.8M as a 10,000 SF addition.

#### Primary Children's Medical Center – Salt Lake City, UT

Project Manager/Estimator - \$18.8 M / 36,500 SF expansion and remodel to the Emergency, PICU, and the existing NICU Department for Intermountain Healthcare.

#### Bear River Replacement Hospital – Tremonton, UT

Project Manager/Estimator - \$24.2 M/64,000 SF medical office building and replacement hospital for Intermountain Healthcare.

#### Sandy Specialty Center – Sandy, UT

Project Manager/Estimator - \$28.6M / 60,000 SF new surgical center and medical office building for Intermountain Healthcare.

#### American Fork Hospital – American Fork, UT

Project Manager/Estimator - \$6.4 M Cancer Center including a Linear Accelerator plus a remodel of the existing Dietary suite for Intermountain Healthcare.

#### Intermountain Healthcare – All Facilities & Campuses – Statewide, UT

Provided conceptual cost modeling services to Client at various campuses when requested to help guide project.

#### Dignity Health – All Facilities & Campuses

Assisted with the development of their Project Delivery Model (PDM) that outlines standard project delivery guidelines including requirements for the role of the architect, contractor, contracts and all other guidelines for any design and construction project throughout the Dignity Health System. This was originally developed in 2014 and updated in 2017.



## Ryan Johnson, President

### Summary

Mr. Johnson has 25 years of experience in managing and directing the design and construction of projects. This experience has formed the basis in which his accurate and detailed cost estimating abilities contribute to every successful project. From project conception to completion, Ryan remains in the details in order to ascertain and avoid potential pitfalls. Mr. Johnson implements proactive cost estimating principles and cost controls.

Mr. Johnson started his career in developing construction cost-models and evaluation of contractor change-orders. These roots have continued to be an anchor to his cost-estimating skills, ensuring that all costs are being accurately accounted and projected. Ryan will ensure that resources are allocated properly to ensure projects are staffed accordingly and have the tools needed.

### Relevant Project Experience

**Intermountain Healthcare-Utah Valley Regional Medical Center – Provo, UT**  
Project Manager/Estimator - Managed projects in excess of \$238 M/600,000 SF in addition to providing cost estimating, & cost models for future projects.

**Intermountain Healthcare-Orem Community Hospital – Orem, UT**  
Project Manager – Managed two separate projects valued at \$10M. Provided the owner with multiple cost models and cash flow projections for planning purposes.

**Intermountain Healthcare – American Fork Hospital – American Fork, UT**  
Provided management services on multiple projects totaling \$20 M/250,000 SF.

**Intermountain Healthcare – Intermountain Medical Center – Murray, UT**  
Cost Estimator - Provided cost modeling services on the \$430 M ½ M SF Replacement Hospital.

**Intermountain Healthcare – Logan Regional Hospital – Logan, UT**  
Project Manager/Estimator - \$72 M / 125,000 SF Cost modeling services on multiple projects budgeted and managed by Project Control.

**Intermountain Healthcare – Dixie Regional Medical Center – St. George, UT**  
Project Manager/Estimator - Managed projects in excess of \$65 M / 153,000 SF.

**Intermountain Healthcare – All Facilities & Campuses – Statewide, UT**  
Provided conceptual cost modeling services to clients at various campuses when requested to help guide projects. Assisted with the development of standards for all hospitals within the Intermountain network.

**ROLE ON PROJECT**  
Principal in Charge

**YEARS WITH PCI**  
25

**EDUCATION**  
BS, Civil & Environmental  
Engineering, Brigham  
Young University

**WORK HISTORY**  
Entire career with PCI

**CERTIFICATIONS**  
Certified Construction  
Manager (CCM),  
Construction Management  
Association of America  
CMCI



**ROLE ON PROJECT**  
Project Manager

**YEARS WITH PCI**  
6

**EDUCATION**  
BS, Construction  
Management, Utah Valley  
University

**WORK HISTORY**  
Internship with PCI

**CERTIFICATIONS**  
OSHA 30-Hour Card

## Brandon Gray

### Summary

Brandon has 12 years of experience working in the construction industry. He began developing his skills while working for a General Contractor in Utah and has an exceptional understanding of the different systems in all facets of construction.

Brandon has experience managing healthcare projects and will be an asset to any team. Brandon has proven his value by maintaining and tracking project budgets, contracts and providing essential reports to clients and owners.

### Relevant Project Experience

#### **Post District, Salt Lake City, UT**

Project Manager - \$105 M – 580 units. Managed and coordinated site utilities between 3 contractors, reviewed and maintained project schedule, provided monthly project reports.

#### **Siena Patient Tower, Las Vegas, NV**

Project Coordinator - \$155 M - Tracked all invoices, reconciled budget, provided monthly project reports and meeting minutes.

#### **Pavilion at Galleria, Las Vegas, NV**

Project Coordinator - \$10 M - Tracked all invoices, reconciled budget, provided monthly project reports and meeting minutes.

#### **Saint Bernardine Medical Center, San Bernardino, CA**

Project Coordinator - \$4.5 M - Provided monthly budget analysis and reconciliation. Assisted with invoice tracking and follow up.

#### **Siena ADA Barrier Removal, Las Vegas, NV**

Project Coordinator - \$1.5 M - Tracked invoices, provided monthly reports and meeting minutes.

#### **San Martin Fire Alarm, Las Vegas, NV**

Project Coordinator - \$1.7 M - Tracked invoices, budget analysis and project reports.

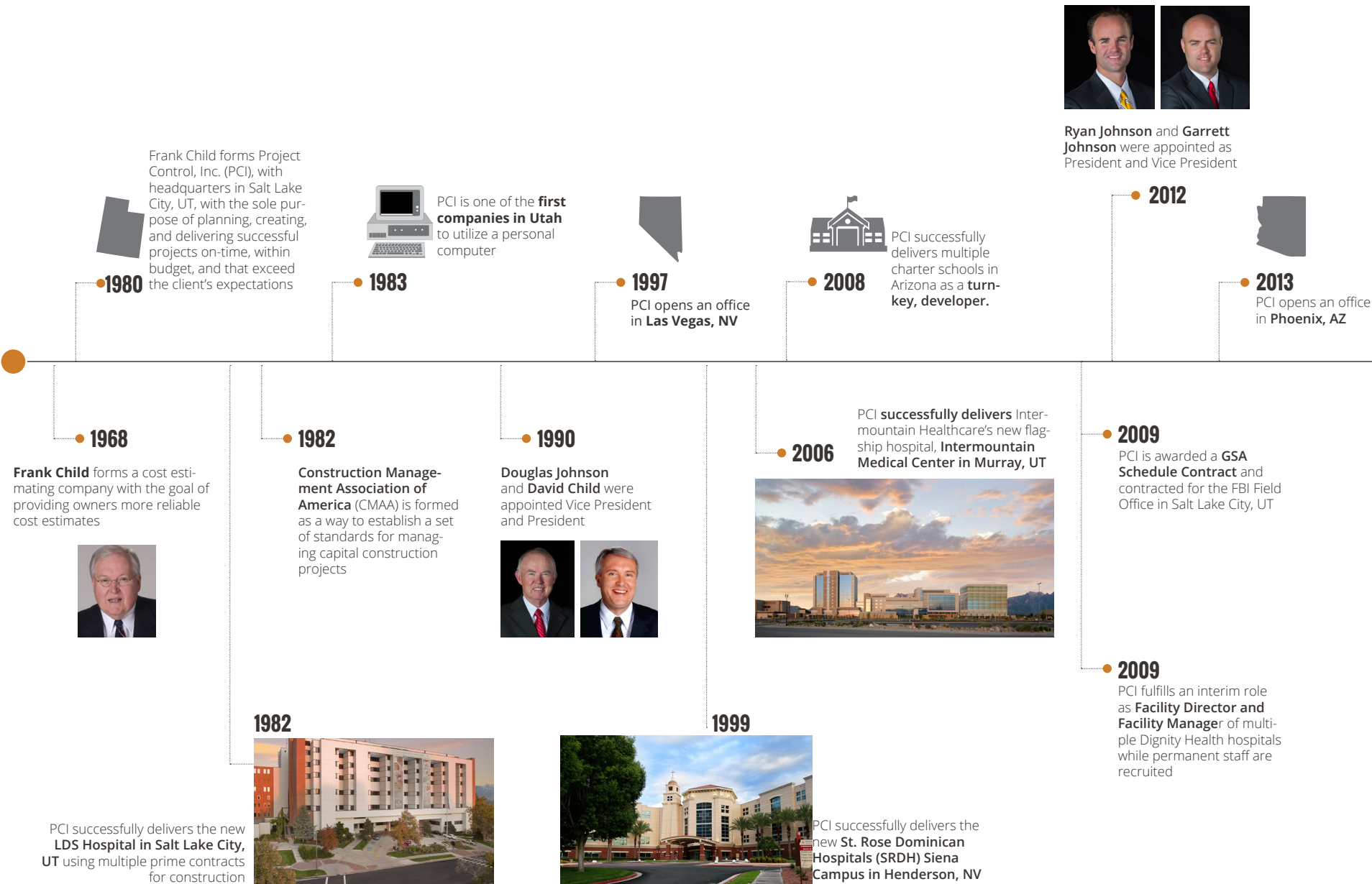
#### **Intermountain Healthcare Clinic, Lehi, UT**

Project Coordinator - \$8.3 M - Provided assistance to project manager, meeting minutes, project reports, track invoices.

#### **Intermountain Healthcare Clinic, Saratoga Springs, UT**

Project Coordinator - \$5.9 M – Provided assistance to project manager, meeting minutes, project reports, track invoices.

## A HISTORY OF SUCCESS





# A HISTORY OF SUCCESS



2014

PCI opens an office in Pasadena, CA

The software tool **Revelations** is redeveloped as a fully cloud based management solution

2014



2016

PCI assists **Dignity Health** in planning a major expansion to the **Mercy Southwest Hospital** in Bakersfield, CA

2017

PCI Board of Directors approves strategy to include assisting local counties and cities in **delivering successful projects**

2013

PCI **successfully delivers** the Outlets at Traverse Mountain in **Lehi, UT** through the lump sum delivery methodology



2016

PCI assists Dignity Health in the **planning, design, and construction** of a new hospital in **China**



2015

PCI assists **Dignity Health** in planning a major expansion to the **California Hospital**, Los Angeles, CA



2017

PCI **successfully delivers** the new tower expansion at **St. John's Pleasant Valley Hospital** in Camarillo, CA through the design/build delivery methodology



2015

PCI **successfully delivers** a major expansion to the **SRDH Siena Campus** in Henderson, NV



**Appendix H**  
**Rooftop Properties, LLC**  
**Operating Agreement**



**LIMITED LIABILITY AGREEMENT  
OF  
ROOFTOP PROPERTIES, LLC**

This LIMITED LIABILITY COMPANY AGREEMENT ("*Agreement*") of ROOFTOP PROPERTIES, LLC ("*Company*") is dated effective as of March 10, 2021 ("*Effective Date*"), among the undersigned members ("*Members*") and, in their capacities as managers of the Company, the undersigned managers, ("*Managers*").

**RECITALS**

The Company is a limited liability company formed under the Utah Revised Limited Liability Company Act. The parties intend by this Agreement to define their rights and obligations with respect to the Company's governance and financial affairs and to adopt guidelines and procedures for the conduct of the Company's activities. Therefore, pursuant to the Act, the parties designate and adopt this Agreement as the Company's operating agreement.

**ARTICLE 1.  
DEFINITIONS**

1.1 The following terms shall have the indicated meanings:

"*Act*" means the Utah Revised Uniform Limited Liability Company Act, as amended, U.C.A. § 48-3a-101 et seq., as the same may be amended, restated or revised from time to time.

"*Affiliate*" means, with respect to a particular Person, a Person that controls, is controlled by or is under common control with, such Person. A Person that has a fifty percent (50%) or more interest in another Person shall conclusively be deemed to be a controlling Person. A Person who is a member of a limited liability company or a partner (general or limited) in a partnership (general or limited) shall be conclusively deemed to be an Affiliate of the limited liability company or partnership.

"*Agreement*" is defined in the introductory paragraph above.

"*Book Gain*" or "*Book Loss*" means the gain or loss recognized by the Company for book purposes in any Fiscal Year or other period by reason of the sale, exchange or other disposition by the Company of any Company asset. Such Book Gain or Book Loss shall be computed by reference to the Book Value of such asset as of the date of such sale, exchange or other disposition, rather than by reference to the tax basis of such asset as of such date, and each and every reference herein to "gain" or "loss" shall be deemed to refer to Book Gain or Book Loss, rather than to tax gain or tax loss.

"*Book Value*" of an asset means, as of any particular date, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Book Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Managers;

(b) The Book Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution if the Managers reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company or other property as consideration for an interest in the Company if the Managers reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company; and (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-

1(b)(2)(ii)(g);

(c) The Book Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution, as determined by the Managers;

(d) The Book Values of Company assets shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Section 5.6; *provided, however*, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent the Managers determine that an adjustment pursuant to paragraph (b) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) If the Book Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b) or (d) above, such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“*Capital Account*” is defined in Section 3.2.

“*Capital Contribution*” means the cash and other property contributed to the capital of the Company by a Member pursuant to Article 3.

“*Certificate*” means the Certificate of Organization filed with the Utah Division of Corporations and Commercial Code to organize the Company as a limited liability company, including any amendments thereto.

“*Code*” means the Internal Revenue Code of 1986, as amended, restated or supplemented from time to time, or any successor statute. Any reference to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor statute.

“*Company*” means Rooftop Properties, LLC and any successor entity thereto.

“*Depreciation*” means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of any Fiscal Year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization, or other cost recovery deduction computed for tax purposes with respect to such asset for the applicable period bears to the adjusted tax basis of such asset at the beginning of such period, or if such asset has a zero adjusted tax basis, Depreciation shall be an amount determined under any reasonable method selected by the Managers.

“*Effective Date*” is defined in the introductory paragraph above.

“*Fiscal Year*” means the fiscal year of the Company. Each Fiscal Year shall commence on the day immediately following the last day of the immediately preceding Fiscal Year. Each Fiscal Year shall end on the earlier to occur after the commencement of such Fiscal Year of (i) December 31, or (ii) the date on which the Company is dissolved pursuant to Section 10.1.

“*Manager*” and “*Managers*” are defined in Section 8.1

“*Mandatory Capital Contribution*” is defined in Section 3.1

“*Member*” means each initial Member made a party hereto and such additional and substituted Members as shall be admitted to the Company pursuant to hereto. Schedule I shall be amended from time to time to reflect the admission of any Member or the removal, withdrawal, expulsion, retirement or death of any Member or the receipt by the Company of notice of any change of name of a Member. The

Managers may amend Schedule I without the consent of the Members as the information on Schedule I changes in accordance with the terms of this Agreement. Schedule I, as maintained and amended from time to time by the Managers, shall be deemed accurate in all respects absent manifest error.

“*Membership Interest*” means, with respect to each Member, a percentage interest determined as the quotient of (a) the number of Units held by such Member divided by (b) the total number of Units held by all Members at the time of determination, as set forth beside such Member’s name on Schedule I, as amended from time to time.

“*Net Available Cash*” means the excess of (a) the cash revenues of the Company derived from the operations of the Company and the yield from interim investments and excess cash reserves of the Company over (b) all cash disbursed or reserved or required to be disbursed or reserved, including, without limitation, cash used to pay, or to establish reserves for, operating expenses, taxes, fees, repayment of indebtedness, capital expenditures, contingencies or other anticipated obligations.

“*Objection Notice*” is defined in Section 8.2.

“*Person*” means an individual natural person, corporation, joint venture, partnership, limited partnership, limited liability company, trust, estate, business trust, association, governmental authority or any other entity.

“*Profit*” and “*Loss*” mean, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) any income of the Company that is exempt for federal income tax purposes and not otherwise taken into account in computing Profit or Loss pursuant to this provision shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken into account in computing Profit or Loss pursuant to this provision, shall be subtracted from such taxable income or loss;

(c) in the event the Book Value of any Company asset is adjusted pursuant to paragraph (b) or paragraph (d) of the definition of Book Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Loss;

(d) Book Gain or Book Loss from the sale or other disposition of any asset of the Company shall be taken into account in lieu of any tax gain or tax loss recognized by the Company by reason of such sale or other disposition;

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed as provided in this Agreement; and

(f) any items that are specially allocated pursuant to Section 5.6 shall not be taken into account in computing Profits or Losses.

If the Company’s taxable income or loss for such Fiscal Year or other period, as adjusted in the manner provided above, is a positive amount, such amount shall be the Company’s Profit for such Fiscal Year or other period; and if negative, such amount shall be the Company’s Loss for such Fiscal Year or other period.

“*Regulations*” means regulations issued by the Department of Treasury under the Code, as they may be amended, restated or supplemented from time to time, and any successor regulations. Any reference to a specific section or sections of the Regulations shall be deemed to include a reference to any corresponding provision of future regulations under the Code.

“*Unit*” is a unit of Membership Interest, which are set forth on Schedule I.

“*Unreturned Capital Contribution*” of a Member means the excess, if any, at any time of the aggregate Capital Contributions of such Member over the aggregate amount distributed to such Member, including pursuant to Section 6.1(a), Section 6.2(a) or Section 10.2(c) through such time.

## ARTICLE 2. FORMATION OF COMPANY

2.1 Formation. The Members and the Managers hereby ratify and confirm the formation of the Company as a limited liability company under and pursuant to the Act by the filing of the Certificate with the Utah Department of Commerce, Division of Corporations and Commercial Code.

2.2 Company Name. The name of the Company shall be “Rooftop Properties, LLC”. The business and affairs of the Company shall be conducted solely under such name and such name shall be used at all times in connection with the Company’s business and affairs.

2.3 Certificate. The Certificate has been executed and filed with the Utah Department of Commerce, Division of Corporations and Commercial Code. The Members shall execute, and the Managers shall file and record, all such other certificates and documents, including amendments to the Certificate, and shall do such other acts as may be appropriate to comply with all requirements for the formation, continuation and operation of the Company as a limited liability company, and the conduct of business under the laws of the State of Utah and any other jurisdiction in which the Company may from time to time own property or conduct business.

2.4 Principal/Designated Office, Agent for Service of Process.

(a) The principal office of the Company shall be located at 610 East 50 North, Salem, Utah 84653. The principal office may be changed by the Managers from time to time in accordance with the applicable provisions of the Act and any other applicable law. The Managers shall promptly notify each Member of any change in such principal office.

(b) The address of the initial registered office of the Company is 610 East 50 North, Salem, Utah 84653. The name of its initial registered agent at such address is Vance Barrett. The Managers may, from time to time, select another agent for service of process on the Company in Utah in accordance with the Act and applicable laws. The Managers shall promptly notify each Member of any such selection.

2.5 Term. The period of the Company’s duration will be in perpetuity, unless earlier dissolved and terminated pursuant to the provisions of Section 10.1.

2.6 Purposes. The Company is organized to conduct any and all legal and lawful business purposes for which a limited liability company may be formed pursuant to the Act, subject to the terms, requirements, restrictions and limitations set forth in this Agreement, as in effect from time to time.

2.7 Powers. The Company shall have all powers afforded under the Act to the extent necessary to effect or accomplish the purposes of the Company set forth in Section 2.6.

2.8 Representations and Warranties. The Members each hereby represent and warrant as follows:

(a) Such person is over eighteen (18) years of age and has not been found or

adjudicated to be incompetent or otherwise mentally unable to execute this Agreement.

(b) This Agreement constitutes such Member's legal, valid and binding obligation and is enforceable in accordance with its terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect, as well as to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Each Member represents and warrants to the other Member that he or she is acquiring such Membership Interest for his or her own account for investment purposes and not with a view to its sale or distribution. Each Member has been given such information as such Member deemed necessary in order to acquire its Membership Interest. Each Member recognizes that investments such as those contemplated by this Agreement are speculative and involve substantial risk. Each Member further represents and warrants that no other Member nor any Manager has made any guaranty, promise or representation upon which such Member has relied concerning the possibility or probability of profit or loss as a result of his or her acquisition of a Membership Interest in the Company.

### ARTICLE 3.

#### CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

##### 3.1 Capital Contributions.

(a) Initial Capital Contributions. On or prior to the Effective Date, the Members have made initial capital contributions to the Company of the cash or property set forth on Schedule I attached hereto.

(b) Discretionary Capital Contributions. The Members may from time to time, as determined by the unanimous consent of the Members, in their sole discretion, elect to make additional Capital Contributions to the Company, in proportion to their respective Membership Interests or in any other proportion as the Members unanimously may determine, in such amounts and in such a manner that the Members unanimously may determine (once unanimously agreed, a "*Mandatory Capital Contribution*").

3.2 Capital Accounts. A separate capital account (each, a "*Capital Account*") shall be established and maintained for each Member in accordance with the following provisions:

(a) To each Member's Capital Account there shall be credited (i) the amount of the cash or property contributed by such Member as Capital Contributions to the Company, (ii) such Member's allocable share of Profit, and (iii) the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member.

(b) To each Member's Capital Account there shall be debited (i) the amount of cash and the fair market value of any Company property distributed to such Member pursuant to any provision of this Agreement, (ii) such Member's allocable share of Loss, and (iii) the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(c) The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b). To the extent consistent with the terms of this Agreement, Capital Accounts shall be maintained and adjusted in accordance with such Section of the Regulations.

(d) No Member shall be entitled to withdraw any part of his or her Capital Contribution without the consent of the Managers. No loan made to the Company by any Member shall constitute a Capital Contribution to the Company for any purpose. No interest shall be paid on any

## Capital Contribution.

(e) Except as expressly required by this Agreement or by the Act, no Member shall have any liability for the return of the Capital Contributions of any other Member. A Member who has more than one interest in the Company shall have a single Capital Account that reflects all such interests, regardless of the class of interest owned and regardless of the time or manner in which the interests were acquired.

## ARTICLE 4.

### BOOKS; ACCOUNTING; TAX ELECTIONS; REPORTS

4.1 Books and Records. The Managers shall keep, or cause to be kept, complete and accurate books and records of account of the Company. The books and records of the Company shall be kept using the same basis of accounting as the basis used by the Members for federal income tax purposes and shall at all times be maintained or made available at the principal office of the Company. A current list of the full name and last known residential address of each Manager and each Member, a copy of this Agreement and the Certificate, in each case with all amendments thereto, and all other documents required to be maintained by the Act, shall be maintained or made available at the principal office of the Company. The Company shall not be required to prepare or maintain the materials permitted to be omitted by the Act or any other records that are not otherwise expressly required by the Act or this Agreement.

4.2 Reports; Access to Records. Each Member shall have the right to the information set forth in Section 48-3a-410 of the Act ("Company Confidential Information"). Each Member may use Company Confidential Information only for purposes reasonably related to a Member's Membership Interest in the Company and upon the conditions set forth in Section 48-3a-410(2)(b) of the Act. Company Confidential Information shall be provided solely at the Company's principal office during business hours and upon ten (10) days' written notice to the Manager. The requesting Member shall bear all expenses incurred in any examination made for such Member's account. Company Confidential Information shall be deemed confidential and each Member shall have a duty to keep such information confidential and not use it except in furtherance of the Company's interest. The Company may reasonably restrict the use of any Company Confidential Information provided to Members to the furthest extent permitted by the Act and hereby restricts the use of any Company Confidential Information to the furthest extent permitted by the Act. In the event of any breach or threatened breach of a reasonable restriction on the use of any Company Confidential Information, the Company shall be entitled to equitable relief, all without the posting of a bond or other security, monetary damages and any other relief permitted by applicable law, including, without limitation, the Act.

4.3 Filing of Returns and Other Writings, Tax Matters Member. The Managers shall cause the preparation and timely filing of all Company tax returns and shall, on behalf of the Company, timely file all other writings required by any governmental authority having jurisdiction to require such filing. Vance Barrett shall serve as the Company's "tax matters partner" for purposes of Section 6231 of the Code (the "*Tax Matters Partner*"). The Managers, by unanimous consent, may remove the Tax Matters Partner, with or without cause, and designate a successor to the Tax Matters Partner who for any reason ceases to act. The Tax Matters Partner will inform the Members and Managers of all administrative and judicial proceedings pertaining to the determination of the Company's tax items and will provide the Members and Managers with copies of all notices received from the Internal Revenue Service regarding the commencement of a Company-level audit or a proposed adjustment of any of the Company's tax items. The Tax Matter Partner may extend the statute of limitations for assessment of tax deficiencies against the Members attributable to any adjustment of any tax item. The Company will reimburse the Tax Matters Partner for reasonable expenses properly incurred while acting within the scope of the Tax Matters Partner's authority.

## ARTICLE 5. ALLOCATIONS

5.1 General. Profit or Loss for each Fiscal Year (or portion thereof) shall be determined as of the end of such Fiscal Year (or portion thereof) and shall be allocated among the Members in proportion to their respective Membership Interests.

5.2 Special Basis Adjustment. The Company may elect pursuant to Code Section 754 to adjust the basis of any of the Company's assets. However, the determination of Profit or Loss, Book Gain or Book Loss, distributions and Capital Accounts, for purposes of this Article 5, shall be made without taking into account any such special basis adjustments. Each Member shall furnish the Company with all information necessary to give effect to such election.

5.3 Allocations for Tax and Book Purposes. Except as otherwise provided herein, any allocation to a Member of a portion of the Profit or Loss for a Fiscal Year shall be determined to be an allocation to that Member of the same proportionate part of each item of income, gain, loss, deduction or credit, as the case may be, that is earned, realized or available by or to the Company for federal income tax purposes.

5.4 Certain Accounting Matters. For purposes of determining the Profit, Loss or any other items allocable to any period, Profit, Loss and any such other items shall be determined on a daily, monthly or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Regulations thereunder.

5.5 Tax Allocations Under Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value at the time of contribution. In the event that the Book Value of any Company asset is subsequently adjusted in accordance with the last sentence of the definition of Book Value, any allocation of income, gain, loss and deduction with respect to such asset shall thereafter take account of any variation between the adjusted tax basis of the asset to the Company and its Book Value in the same manner as under Section 704(c) of the Code and any Regulations promulgated thereunder. Any elections or other decisions relating to such allocations shall be made by the Managers in a manner that reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.5 are solely for purposes of federal, state, and local income taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profit or Loss, Book Gain or Book Loss, or distributions pursuant to any provision of this Agreement.

5.6 Special Provisions. Section 704 of the Code and the Regulations issued thereunder, including, but not limited to, the provisions of such Regulations addressing qualified income offset provisions, minimum gain charge back requirements and allocations of deductions attributable to nonrecourse debt and partner nonrecourse debt, are hereby incorporated by reference into this Agreement.

## ARTICLE 6. DISTRIBUTIONS

6.1 Distributions of Net Available Cash. Net Available Cash shall be applied or distributed, at such time or times as the Managers shall determine, to the Members in accordance with their respective Membership Interests at the time of the distribution.

## ARTICLE 7.

## RIGHTS AND OBLIGATIONS OF MEMBERS

7.1 Limited Liability. No Member shall be personally liable for any of the debts, liabilities or obligations of the Company, nor shall any Member be required to lend any funds to the Company. A Member shall not, except (a) in the case of any returned Capital Contributions or other sums distributed to a Member, as required by the express provisions of the Act, or (b) Mandatory Capital Contributions, be required to make any additional Capital Contributions to the Company.

7.2 No Control. No Member (except in a Member's capacity as a Manager) shall participate in the management or control of the business or operation of, or transact any business for, the Company. No Member (except in a Member's capacity a Manager) shall have any power to sign for or bind the Company.

## ARTICLE 8.

### RIGHTS AND OBLIGATIONS OF THE MANAGER

8.1 Designation of Manager. The Company shall be managed by one or more managers (collectively, the "*Managers*," and each individually a "*Manager*"). Until such number is changed by the Members holding a majority of the Membership Interests in the Company, there shall be three (3) Managers, who shall initially be Vance Barrett, Ryan Johnson, and Garrett Johnson. The appointment of any other Manager shall require the consent of Members holding a 100% of the Membership Interests in the Company. Notwithstanding the forgoing, in the event either Vance Barrett, Ryan Johnson, or Garrett Johnson, respectively, shall cease to be a Manager for any reason, the Members hereby irrevocably consent and approve Justin Comish as a substitute Manager.

8.2 Management; Authority. The Managers shall have full responsibility and exclusive and complete discretion in the management and control of the business and affairs of the Company for the purposes herein stated, shall make all decisions affecting the Company's affairs and business, and shall have full, complete and exclusive discretion to take any and all action that the Company is authorized to take and to make all decisions with respect thereto. Subject to the provisions of this Section 8.2, (a) all documents executed on behalf of the Company need only be signed by one Manager and (b) any single Manager may act individually to bind the Company or take actions on behalf of the Company. References in this Agreement to "*Managers*" shall not be deemed to require the actions or consents of more than one Manager unless and until such time as a Member delivers notice to the other Members and the Managers stating that such Member objects to the authority of any one Manager to bind the Company (the "*Objection Notice*"), at which time the Managers shall only act by unanimous consent (unless and until such Objection Notice is later withdrawn or waived by the objecting Member). If the Managers are unable to reach unanimous consent on any matter following the delivery of an Objection Notice, Members holding a majority of the Membership Interests shall resolve such stalemate. If at anytime under this Agreement a stalemate exists among the Members as to any matter requiring Member approval (i.e., no majority of Membership Interest) and such stalemate continues for more than ten (10) business days, any Member may submit the applicable matter to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules held in Salt Lake City, Utah, and all Members and Managers hereby agree to be bound by the decision rendered (and pay the fees in the manner decided) thereby.

8.3 Liability of Managers to Members; Indemnification.

(a) No Manager or, if applicable, its officers, directors, shareholders or employees, shall be liable, responsible or accountable for damages or otherwise to any Member for any act or omission as a Manager, except for those resulting from the Manager's gross negligence, willful misconduct, bad faith or breach of fiduciary duty.

(b) Each Manager and, if applicable, its officers, directors, shareholders or



employees, shall be entitled to indemnification from the Company for any loss, damage or claim by reason of any act or omission performed or omitted by such Manager or any such person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred by this Agreement, except that no Manager or, if applicable, its officers, directors, shareholders or employees, shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Manager or by any such person by reason of gross negligence, willful misconduct, bad faith or breach of fiduciary duty with respect to such acts or omissions. Any indemnity under this Section 8.3(b) shall be provided out of and to the extent of Company assets only, and no Member shall have any personal liability on account hereof.

(c) **Resignation or Termination of a Manager.** Any Person acting as a Manager may resign from such position (but not as a Member if such Manager is also a Member) upon not less than thirty (30) days' written notice to all Members. In addition, any Manager shall automatically be terminated as a Manager of the Company upon the occurrence of any of the following events (each, an "*Event of Termination*"):

(d) Such Manager shall: (i) commence a voluntary case under Title 11 of the United States Code as from time to time in effect, or authorize, by appropriate proceedings, the commencement of such a voluntary case; (ii) file an answer or other pleading admitting or failing to deny the material allegations of a petition filed against it commencing an involuntary case under said Title 11, or seeking, consenting to or acquiescing in the relief therein provided, or by its failing to controvert timely the material allegations of any such petition; (iii) be subject to an order for relief under any involuntary case under said Title 11; (iv) seek relief as a debtor under any applicable law, other than said Title 11, of any jurisdiction relating to the liquidation or reorganization or its consenting to or acquiescing in such relief; (v) be subject to the entry of an order by a court of competent jurisdiction (x) finding such Manager to be bankrupt or insolvent, (y) ordering or approving its liquidation, reorganization, or any alteration or modification of the rights of its creditors, or (z) assuming custody of, or appointing a receiver or other custodian for, all or a substantial part of its property, and such receiver or custodian is not discharged within thirty (30) days, or (vi) make an assignment for the benefit of, or enter into a composition with, its creditors, or appoint or consent to the appointment of a receiver or other custodian for all or a substantial part of its property; or

(e) If applicable, the dissolution or liquidation of such Manager.

8.4 **Designation of Successor Manager.** Upon the termination, death or resignation of a Manager under Section 8.4, Members holding 100% of the Membership Interests in the Company may appoint a successor to such Manager, subject in all respects to Section 8.1 above.

8.5 **Other Business; Compensation, Etc.** Any Member or Manager, and any Affiliate, stockholder, member, manager, partner (general or limited), director, officer, employee or agent of a Member or Manager, may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. Neither the Company nor any Member or Manager shall have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement. No Member, Manager or stockholder, member, manager, partner (general or limited), director, officer, employee or agent of a Member or Manager shall be liable to the Company or to any Member for his or its good faith reliance on the provisions of this Agreement.

## ARTICLE 9.

### RESTRICTIONS ON TRANSFERS OF MEMBERSHIP INTERESTS

9.1 **Transfers.** No Member may withdraw from the Company or make a demand for return of any Capital Contributions until the termination of the Company or as otherwise specifically set forth in this Agreement. Other than as set forth in Section 9.2, no Member shall Transfer his, her or its Interests

or any rights thereof, unless such Transfer is authorized in writing by the Managers and 100% of the Membership Interests. All attempted Transfers in violation of the terms of this Agreement shall be void *ab initio*. If any Transfer in violation of the terms of this Agreement is validated by a court, such Transferred Membership Interest shall be non-voting for all purposes of this Agreement. Each Member and each assignee thereof hereby agrees that it will not effect any assignment of all or any part of its Interests (whether voluntarily, involuntarily or by operation of law) in any manner contrary to the terms of this Agreement or that violates or causes the Company or any of the Members to violate the Securities Act, the Securities Exchange Act, the Investment Company Act, or the laws, rules, regulations, orders and other directives of any governmental authority. “Transfer” or “Transferring” means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance, or the act of making such a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition.

9.2 Rights of First Refusal. Each of the following occurrences with respect to a Member shall constitute an “*Event of Offer*” (provided, with respect to divorce (or other similar legal separation resulting in the partitioning of assets), the Event of Offer shall encompass only the number of Interests proposed to be Transferred):

- (a) Any Event of Bankruptcy;
- (b) The Transfer of a deceased or mentally incompetent Member’s Interests following the death or mental incompetency of such Member;
- (c) The divorce (or other similar legal separation resulting in the partitioning of assets) of a Member with the consequential division of marital property otherwise entitling the Member’s spouse to the Interest;
- (d) The voluntary offer by a Member of some or all of its Interests for purchase by the Company, which shall be evidenced by written notice to the Company (a “*Voluntary Offer*”);
- (e) With the prior written consent of the Managers, to be given or withheld in their sole discretion for any reason or no reason, the proposal by a Member to Transfer some or all of its Interests to any Person not the Company, evidenced by a written notice delivered to the Company, (which notice includes the written offer received by the Member which written offer must be bona fide, itemize each of the material terms and conditions upon which the offer is made and reasonably evidence the buyer’s willingness and actual ability to close on the proposed transaction within one hundred eighty (180) days of the date of the written offer) (a “*Third Party Offer*”); or
- (f) A Member’s voluntary termination of Company employment.

9.3 Offered Interest. The term “*Offered Interest*” shall, subject to the provisions of Section 9.2 with respect to divorce (or other similar legal separation resulting in the partitioning of assets), mean all of the Interests owned by a Member as to which an Event of Offer has occurred (which Member, or such Member’s estate, trustee or other successor or assign, is referred to as the “*Offeror*”), except that such term shall include as to a Voluntary Offer and a Third Party Offer only the Interests proposed to be Transferred. Notwithstanding anything to the contrary contained in this Agreement, any and all rights of the Company arising under Section 9.4 as a result of the occurrence of an Event of Offer may be waived by unanimous consent of the Managers. The Company is permitted, and the Offeror hereby consents to, the assignment of the rights to exercise the rights to acquire the Offered Interests to one or more of the Members of the Company (other than the Offeror). The Managers may assign such right pro rata based on the Members that choose to participate in the rights granted hereunder.

9.4 Company Option.

- (a) Upon the occurrence of any Event of Offer, the Offeror shall immediately notify

the Company and the Managers in writing of such occurrence, and the Company (or its Member assign(s), as applicable, collectively the “Company” for purposes of Section 9.4) shall have the exclusive option to purchase all (or a part) of the Offered Interest at the price determined under Section 9.5 (the “*Company Option*”). The Company Option may be exercised by the Company, at the sole discretion of the Managers, by delivering written notice to the Offeror within sixty (60) days (the “*Company Option Period*”) after:

(i) if arising out of a Voluntary Offer, a death or mental incompetency covered by Section 9.3(b), or the divorce (or other similar legal separation resulting in the partitioning of assets) of a Member covered by Section 9.3(c), the date on which the Company receives actual written notice of the Event of Offer;

(ii) if arising out of a Third Party Offer and the consideration underlying such proposal consists entirely of cash, the date on which the Company receives actual written notice of the Event of Offer;

(iii) if arising out of a Third Party Offer including non-cash consideration, thirty (30) days after the date on which the Company receives actual written notice of the Event of Offer; and

(iv) if the Event of Offer is an Event of Bankruptcy, forty-five (45) days after the date on which the Company received actual written notice of the Event of Bankruptcy.

The written notice delivered by the Company shall confirm the Company’s intent to exercise the Company Option and to acquire all (or a part) of the Offered Interest and shall detail each of the material terms and conditions (as set forth in the Third Party Offer, if applicable) upon which the sale shall occur.

If the Company timely exercises the Company Option, the sale and purchase of the Offered Interest as to which such option is exercised shall be closed within ninety (90) days after the date of such written notice of exercise at the price determined pursuant to Section 9.5(a).

(b) If the Company does not elect to purchase all of the Offered Interest or fails to consummate such purchase in accordance with the terms of this Agreement, then such Offeror may (other than with respect to a Third Party Offer), during the ninety (90) day period beginning on the date the Company Option expires or the date set for closing and sale, as applicable, sell or otherwise transfer the remaining portion of the Offered Interest not purchased by the Company (and, as to a Third Party Offer, only in accordance with the terms and conditions set forth in the applicable notice) in accordance with the terms and conditions of this Agreement.

9.5 Price. The price to be paid for any Membership Interests sold and purchased pursuant to this Agreement shall be the appropriate pro rata share (based on the proportionate amount of Membership Interests included in the Offered Interest out of the total number of Membership Interests of the Company outstanding, and including discounts for marketability or minority interest) of the fair market value of the Company based on the liquidation valuation of its assets, less liabilities, as of the last day of the calendar month coinciding with or next preceding the beginning of the Option Period (the “*Offer Value*”). If the Offeror and the Company cannot agree on the Offer Value within 30 days after the date of delivery by the Company of the written notice of the exercise of the Company Option (the “*Agreed Value Date*”), either the Offeror or the Company may seek to have the Offer Value determined pursuant to Section 9.7.

9.6 Closing. The closing of the purchase and sale of any Offered Interests pursuant to this Agreement shall be at the offices of the Company at a time specified by the Company during the Company’s regular business hours and on a business day specified by the Company within ninety (90) days after the date of written notice of exercise of the Company Option or at such other place, time or

date as the parties to the purchase and sale shall mutually agree. At the closing, the purchase price of any Membership Interests sold or otherwise transferred pursuant to this Agreement shall be paid by the Company to the Offeror either (i) in cash or by certified or cashier's check, or, (ii) at the option of the Company, by issuance of a promissory note payable to the Offeror (which promissory note, at the option of the Company, shall have a maturity of up to ten (10) years, bear interest at the lowest applicable federal rate per annum (payable at maturity) and be secured solely by the Membership Interests being acquired).

9.7 Calculation of Offer Value. If the Company and the Offeror cannot agree upon the Offer Value of the Company by the Agreed Value Date, the determination thereof shall be made as provided in this Section 9.7.

(a) The Offer Value of the Company shall be determined as follows:

(i) If the Company and the Offeror cannot agree upon the Offer Value of the Company by the Agreed Value Date, the Company and the Offeror shall agree upon an appraiser to make an independent determination of the Offer Value of the Company, and the Offer Value determined by such appraiser shall be final and binding. The cost of such appraisal shall be equally shared by the Company and the Offeror. If the Company and the Offeror fail to agree upon an appraiser within 10 days after the Agreed Value Date (the "*Appraiser Designation Date*"), the Company and the Offeror shall each designate an appraiser to make the determination within ten days after the Appraiser Designation Date. The appraiser chosen by the Offeror shall be referred to as the "*Exiting Appraiser*," and the appraiser chosen by the Company shall be referred to as the "*Company Appraiser*." The appraisals prepared by the Exiting Appraiser and the Company Appraiser shall be referred to as the "*Initial Appraisals*."

(ii) If the Offer Values determined by the Initial Appraisals differ by less than 5%, the Offer Value of the Company shall be the average of the Initial Appraisals. If the Offer Values determined by the Initial Appraisals differ by 5% or more, the Exiting Appraiser and the Company Appraiser shall choose a third appraiser (the "*Third Appraiser*") to prepare a third appraisal of the Offer Value of the Company (the "*Third Appraisal*").

(b) The final Offer Value of the Company shall be determined by comparing the Initial Appraisals and the Third Appraisal and computing the Offer Value as follows:

(i) If the three Appraisals are clustered such that the highest of the three Appraisals is not more than 115%, and the lowest of the three Appraisals is not less than 85%, of the middle Appraisal, then the three Appraisals shall be averaged and the Offer Value shall be the average of the Appraisals; or

(ii) If the condition stated above is not met but the highest and lowest Appraisals are equally close in amount to the middle Appraisal, then the value determined in the middle Appraisal shall be the Offer Value of the Company; or

(iii) If either one of the conditions stated above is not met, then, the two of the three Appraisals which are closest together in amount shall be averaged, and the result of such averaging shall be the Offer Value.

9.8 Early Event of Offer. Notwithstanding anything contained in this Agreement to the contrary or otherwise, the Offer Value for any Event of Offer occurring during the five-year period commencing on the date the Company was formed by filing the Certificate with the Utah Department of Commerce, Division of Corporations and Commercial Code shall not exceed the Transferring Member's then Unreturned Capital Contribution.

## ARTICLE 10.

## DISSOLUTION

### 10.1 Events of Dissolution.

(a) The Company shall be dissolved (without further action by the Members) and its affairs wound up upon the decision of the Members holding 100% of the Membership Interest to dissolve the Company.

(b) A dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided herein.

### 10.2 Application of Assets. In the event of dissolution:

(a) The Company shall conduct only such activities as are necessary to wind up its affairs in an orderly manner.

(b) The Company shall pay amounts due its creditors, including Members who are creditors to the extent otherwise permitted by the Act or other applicable law, and the Company shall establish reserves for contingent or unascertained liabilities in such amounts as the Managers shall determine. The Members and the Company hereby acknowledge and agree that until paid in full, the Mandatory Capital Contributions shall be a continuing liability of the Members that shall survive the dissolution of the Company.

(c) The Company shall pay subsequent amounts to the Members until each Member has received an amount equal to such Member's Unreturned Capital Contributions to such date.

(d) The Company shall apply the remaining assets of the Company in proportion to and in payment of the Capital Accounts of the Members (after reflecting in such Capital Accounts all adjustments thereto necessitated by the Company's operations and transactions for the Fiscal Year of the Company in which such dissolution occurs).

(e) Notwithstanding the foregoing, the Members shall have no obligation to make up a deficit balance in their Capital Accounts upon the dissolution or liquidation of the Company.

## ARTICLE 11. MISCELLANEOUS

11.1 Bank Accounts; Investments. The bank accounts of the Company shall be maintained in such commercial banks, credit unions or trust companies or other financial institutions as the Managers shall from time to time determine, and withdrawals shall be made in the regular course of Company business on such signature or signatures as the Managers may designate.

### 11.2 Notices.

(a) Any and all notices, consents, elections, approvals and other communications required or permitted under this Agreement shall be deemed adequately given only if in writing and the same shall be delivered either in hand, by facsimile transmission, or by first class, postpaid and registered or certified with return receipt requested United States Postal Service delivery or overnight commercial carrier, addressed to the recipient of the notice, or with all freight charges prepaid (if by Federal Express or similar carrier).

(b) All notices, consents, elections, approvals and other communications required or permitted under this Agreement shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal.

(c) All such notices, consents, elections, approvals and other communications required or permitted under this Agreement to a Member shall be addressed to such Person at the address

set forth beside his or her name on Schedule I attached hereto.

(d) By giving to the other parties written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such notice and each shall have the right to specify as its address any other address within the United States of America.

11.3 Meanings. The words “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

11.4 Binding Provisions. The agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Whenever in this Agreement a reference to any party or Member is made, such reference shall be deemed to include a reference to the successors and permitted assigns of such party or Member.

11.5 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. In the event of a conflict between any provisions of this Agreement and any non-mandatory provision of the Act, the provisions of this Agreement shall control and take precedence. This Agreement, including any Schedule attached hereto, contains the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements of the parties with respect thereto.

11.6 Severability. If any provision of this Agreement, including any provision of any Exhibit or Schedule, shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable because of the conflict of such provision with any constitution, statute, rule of public policy or for any other reason, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but rather this Agreement shall be reformed and construed as if such invalid, inoperative or unenforceable provision had never been contained herein and such provision shall be reformed so as to be valid, operative and enforceable to the maximum extent permitted by applicable law.

11.7 Section Heading. Section headings are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

11.8 Further Assurances. The Members shall execute and deliver such further documents and instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

11.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

11.10 Waivers; Amendments. Any waiver of any term, provision or condition of this Agreement, or of the breach of any covenant, representation or warranty contained herein, in any one instance, shall not operate as or be deemed to be or construed as a further or continuing waiver of any other breach of such term, condition, covenant, representation or warranty or of a breach of any other term, condition, covenant, representation or warranty, nor shall any failure at any time or times to enforce or require performance of any provision hereof operate as a waiver of or affect in any manner such party’s right at a later time to enforce or require performance of such provision or of any other provision hereof; *provided, however*, that no such written waiver, unless it, by its own terms, explicitly provides to

the contrary, shall be construed to effect a continuing waiver of the provision being waived and no such waiver in any instance shall constitute a waiver in any other instance or for any other purpose or impair the right of the party against whom such waiver is claimed in all other instances or for all other purposes to require full compliance with such provision. This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be effected, except by an instrument in writing executed by or on behalf of the party against whom enforcement of such amendment, waiver, change, modification, consent or discharge is sought. Any attempt to amend this Agreement in a manner not consistent with this Section 11.10 shall be void and of no force or effect.

11.11 Equitable Remedies. The rights and remedies of the Members hereunder shall not be mutually exclusive (i.e., the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof). Each of the Members confirms that damages at law may not always be an adequate remedy for a breach or threatened breach of this Agreement and each of them agrees that, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other for a breach or threatened breach of any provision hereof.

11.12 Partition. No Member and no Manager nor any successor-in-interest to any Member or Manager shall have the right while this Agreement remains in effect to have any property of the Company partitioned, or to file a complaint or institute any proceeding at law or in equity to have a complaint or to institute any proceeding at law or in equity to have such property of the Company partitioned, and each Member, on behalf of himself or herself, and his or her successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that the rights of the Members and their successors-in-interest to Company property, as among themselves, shall be governed by the terms of this Agreement, and that the rights of the Members and their successors-in-interest to assign, transfer, sell or otherwise dispose of any interest in the Company shall be subject to the limitations and restrictions of this Agreement.

11.13 Authorized Disclosure. Notwithstanding anything herein to the contrary, any party to this Agreement (and any employee, representative or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure. For this purpose, tax treatment and tax structure shall not include the identity of any existing or future party (or any affiliate of such party) to this Agreement.

Disclosure and Waiver of Conflicts. IN CONNECTION WITH THE PREPARATION OF THIS AGREEMENT AND THE FORMATION OF THE COMPANY, THE MEMBERS ACKNOWLEDGE AND AGREE THAT: (A) THE ATTORNEY WHO PREPARED THIS AGREEMENT (“ATTORNEY”) ACTED AS LEGAL COUNSEL TO THE COMPANY AND DOES NOT REPRESENT THE MEMBERS OR THEIR INTERESTS; (B) THE MEMBERS HAVE BEEN ADVISED BY THE ATTORNEY THAT THE INTERESTS OF THE MEMBERS ARE OPPOSED TO EACH OTHER AND ARE OPPOSED TO THE INTERESTS OF THE COMPANY AND, ACCORDINGLY, THE ATTORNEY’S REPRESENTATION OF THE COMPANY MAY NOT BE IN THE BEST INTERESTS OF THE MEMBERS; (C) EACH OF THE MEMBERS HAS BEEN ADVISED BY THE ATTORNEY, AND HAS HAD THE OPPORTUNITY, TO RETAIN SEPARATE, INDEPENDENT LEGAL COUNSEL REGARDING THIS AND ALL RELATED AGREEMENTS AND ANY MATTERS RELATING THERETO; (D) THE ATTORNEY MAY HAVE PREVIOUSLY PERFORMED OTHER LEGAL SERVICES FOR ONE OR MORE OF THE MEMBERS; AND (E) IF A CONFLICT OF

INTEREST EXISTS AND/OR ANY DISPUTE ARISES BETWEEN THE MEMBERS, AND/OR THE MEMBERS AND COMPANY AS A RESULT OF THIS AGREEMENT OR ANY MATTERS RELATING THERETO OR TO THE COMPANY, THE ATTORNEY WOULD NOT BE ABLE TO REPRESENT ANY MEMBER. NOTWITHSTANDING THE FORGOING, THE MEMBERS (A) DESIRE THE ATTORNEY TO REPRESENT THE COMPANY; (B) ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO RETAIN SEPARATE LEGAL COUNSEL AND HAVE EITHER DONE SO OR HAVE VOLUNTARILY AND KNOWINGLY DECLINED TO DO SO; AND (C) JOINTLY AND SEVERALLY FOREVER WAIVE AND RELEASE ANY CLAIM THAT THE ATTORNEY'S REPRESENTATION OF THE COMPANY CONSTITUTES A CONFLICT OF INTEREST WITH RESPECT TO THE MEMBERS AND COMPANY OR OTHERWISE.

*[Signature page follows.]*



IN WITNESS WHEREOF, the Members and the Managers have executed this Operating Agreement effective as of the Effective Date.

MANAGERS:

  
Vance Barrett (Sep 25, 2021 14:32 HST)

Vance Barrett

  
Ryan Johnson (Apr 29, 2021 11:57 MDT)

Ryan Johnson



Garrett Johnson

MEMBERS:

V &M Investment Holdings, Inc.

By:   
Vance Barrett (Sep 25, 2021 14:32 HST)  
Vance Barrett, President

Salem Hills Properties, LLC

By:   
Ryan Johnson (Apr 29, 2021 11:57 MDT)  
Ryan Johnson, Manager

Tango H.C. LLC

By:   
Garrett Johnson, Manager

### Schedule I

Members:	Units:	Membership Interest
V &M Investment Holdings, Inc. Attn: Vance Barrett 610 East 50 North Salem, Utah 84653	33.33	33.33%
Salem Hills Properties, LLC Attn: Ryan Johnson 347 West 90 South Salem, Utah 84653	33.33	33.33%
Tango H.C. LLC Attn: Garrett Johnson 956 N. 200 E. Spanish Fork, Utah 84660	33.33	33.33%

# **Appendix I**

## **Managing Partners**

Rooftop Properties, LLC

Managing Partners: Ryan Johnson, Vance Barrett, Garrett Johnson