Alaska Entity #10158775

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

# Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**L & H Enterprises LLC**

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 22, 2021**.

Julie Anderson
Commissioner

AMCO Received 7.5.2023

AK Entity #: 10158775
Date Filed: 03/22/2021
State of Alaska, DCCED

FOR DIVISION USE ONLY

THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

# Articles of Organization

## Domestic Limited Liability Company

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### 1 - Entity Name

**Legal Name:** L & H Enterprises LLC

### 2 - Purpose

Cultivation & Manufacturing

### 3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

### 4 - Registered Agent

**Name:** Shantell Hacker

**Mailing Address:** P.O. Box 908, Sterling, AK 99672

**Physical Address:** 35150 SCOUT LAKE LOOP, Sterling, AK 99672

### 5 - Entity Addresses

**Mailing Address:** 29945 Aspen Ave, Sterling , AK 99672

**Physical Address:** 29945 Aspen Ave, Sterling , AK 99672

### 6 - Management

The limited liability company is managed by its members.

### 7 - Officials

| Name | Address | % Owned | Titles |
|---|---|---|---|
| Stephen T Lovelace | | | Organizer |
| Shantell Hacker | | | Organizer |

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## Name of person completing this online application

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

**Name:** Shantell Lacie Hacker

AMCO Received 7.5.2023

AK Entity #: 10158775
Date Filed: 03/17/2023
State of Alaska, DCCED

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THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

# Domestic Limited Liability Company

## 2023 Biennial Report

For the period ending December 31, 2022

**Due Date:** This report along with its fees are due by January 2, 2023

**Fees:** If postmarked before February 2, 2023, the fee is $100.00.
If postmarked on or after February 2, 2023 then this report is delinquent and the fee is $137.50.

**Entity Name:** L & H Enterprises LLC

**Entity Number:** 10158775

**Home Country:** UNITED STATES

**Home State/Prov.:** ALASKA

**Physical Address:** 29945 ASPEN AVE, STERLING , AK 99672

**Mailing Address:** 29945 ASPEN AVE, STERLING , AK 99672

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

**Name:** Shantell Hacker

**Physical Address:** 35150 SCOUT LAKE LOOP, STERLING, AK 99672

**Mailing Address:** P.O. BOX 908, STERLING, AK 99672

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

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

| Full Legal Name | Complete Mailing Address | % Owned | Member |
|---|---|---|---|
| Stephen T Lovelace | 29945 ASPEN AVE, STERLING, AK 99672 | 50.00 | X |
| Shantell Hacker | P.O. BOX 908, STERLING, AK 99672 | 50.00 | X |

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

**Purpose:** Cultivation & Manufacturing

**NAICS Code:** 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

**New NAICS Code (optional):**

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with

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the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

**Name:** Shantell Hacker

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# OPERATING AGREEMENT FOR MEMBER-MANAGED LIMITED LIABILITY COMPANY

## I. PRELIMINARY PROVISIONS

*(1) Effective Date:* This operating agreement of _____**L & H Enterprises**_____ effective ___**3/20/2021**_____, is adopted by the members whose signatures appear at the end of this agreement (the "Agreement").

*(2) Formation:* This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of ___**Alaska**_____ on __**3/20/21**_____. A copy of this organizational document has been placed in the LLC's records book.

*(3) Name:* The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

*(4) Registered Office and Agent:* The registered office of this LLC and the registered agent at this address are as follows:

_____

_____

_____

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

*(5) Business Purposes:* The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

_____**Cultivation & Manufacturing** _____

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

*(6) Duration of LLC:* The duration of this LLC shall be ___**perpetually**_____. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

## II. MEMBERSHIP PROVISIONS

*(1) Non-liability of Members:* No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

*(2) Reimbursement for Organizational Costs:* Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

*(3) Management:* This LLC shall be managed exclusively by all of its members



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*(4) Members' Percentage Interests:* A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

*(5) Membership Voting:* Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

*(6) Compensation:* Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

*(7) Members' Meetings:* The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

*(8) Membership Certificates:* This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC. The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

*(9) Other Business by Members:* Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.



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## III. TAX AND FINANCIAL PROVISIONS

*(1) Tax Classification* of *LLC:* The members of this LLC intend that this LLC be initially classified as a **__pass through entity_____** for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

*(2) Tax Year and Accounting Method:* The tax year of this LLC shall be **___2021_____**. The LLC shall use the **_____cash_____** method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

*(3) Tax Matters Partner:* If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231 (a) (7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) *Annual Income Tax Returns and Reports:* Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

*(5) Bank Accounts:* The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

*(6) Title to Assets:* All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

## IV. CAPITAL PROVISIONS

*(1) Capital Contributions by Members:* Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by **___3/20/2021_____**. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

| NAME & ADDRESS | CONTRIBUTION | % INTEREST IN LLC |
|---|---|---|
| **(1)__Stephen T Lovelace_____** | **__$50,000.00_____** | **_____50%____** |
| **29945 Aspen Ave_____** | | |
| **_Sterling Ak 99672_____** | | |
| **(2)_Shantell L Hacker_____** | **__$50,000.00_____** | **_____50%___** |



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_35150 Scout Lake Loop Rd____

_Sterling AK 99672_____ _

(3)_____ _____ _____

_____

_____

*(2) Additional Contributions by Members:* The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

*(3) Failure to Make Contributions:* If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

*(4) No Interest on Capital Contributions:* No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

*(5) Capital Account Bookkeeping:* A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

*(6) Consent to Capital Contribution Withdrawals and Distributions:* Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

*(7) Allocations of Profits and Losses:* No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

*(8) Allocation and Distribution of Cash to Members:* Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by __**both**____ of the members.

*(9) Allocation of Noncash Distributions:* If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

*(10) Allocation and Distribution of Liquidation Proceeds:* Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

**V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS**



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*(1) Withdrawal of Members:* A member may withdraw from this LLC by giving written notice to all other members at least __60_____ days before the date the withdrawal is to be effective.

*(2) Restrictions* on *the Transfer of Membership:* A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC. Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

## VI. DISSOLUTION PROVISIONS

*(1) Events That Trigger Dissolution* of *the LLC:* The following events shall trigger dissolution of the LLC, except as provided:

(a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within ____90_____ of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;

(b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;

(c) the written agreement of all members to dissolve the LLC;

(d) entry of a decree of dissolution of the LLC under state law.

## VII. GENERALPROVISIONS

*(1) Officers:* The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

*(2) Records:* The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;



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• a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
• a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

*(3) All Necessary Acts:* The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

*(4) Indemnification:* The LLC shall indemnify the Member and those authorized officers, agents, and employees of the LLC identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLC, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLC may advance costs of defense of any proceeding to the Member or any such officer, agent, or employee upon receipt by the LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLC.

*(5) Mediation and Arbitration* of *Disputes Among Members:* In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

*(6) Governing Law*: This Agreement shall be governed by, and interpreted an enforced in accordance with, the substantive laws of the State in which the LLC was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

*(7) Entire Agreement:* This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

*(8) Severability:* If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.



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**VIII. SIGNATURES OF MEMBERS**

*Execution of Agreement: In* witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 03/22/2021

Signature: _____

Printed Name: STEPHEN T. LOVELACE, Member

Date: 3/22/2021

Signature: _____

Printed Name: Shantell Hooker, Member

Date: _____

Signature: _____

Printed Name: _____, Member



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**L & H ENTERPRISES LLC**
**RESOLUTION NUMBER: 0001**

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**RESOLUTION OF L & H ENTERPRISES LLC**
**REMOVAL OF MEMBER SHANTELL HACKER**

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**WHEREAS,** upon all member(s) providing their consent, Section V of L & H ENTERPRISES LLC Operating Agreement authorizes Membership Withdrawal and Transfer Provisions. Section V(1) A member may withdraw from this LLC by giving written notice to all other members at least 60 days before the date the withdrawal is to be effective and (2) Restrictions on the Transfer of Membership: A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part of all of his or her membership in the LLC by mortgage, pledge, granting or a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC…

**WHEREAS,** L & H Enterprises LLC seeks to remove Member Shantell Hacker and Shantell Hacker seeks to be removed from L & H Enterprises LLC under Section V of the Operating Agreement.

**THEREFORE, IT IS RESOLVED BY L & H ENTERPRISES LLC AND ITS MEMBER, SHANTELL HACKER AS FOLLOWS:**

1. Shantell Hacker will be removed from L & H Enterprises LLC.
2. This Resolution shall become effective upon the effectuation of License #29493 transfer.

Shantell Hacker – L & H Enterprises LLC - Member

Stephen Lovelace – L & H Enterprises LLC - Member

DATE: 5/25/23

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**ASSIGNMENT AGREEMENT AND**
**CONSENT TO REDEEM MEMBERSHIP INTERESTS**
**IN L & H ENTERPRISES LLC**

**WHEREAS**, Shantell Hacker is the owner of 50% of the membership interests in L & H Enterprises LLC, Alaska Entity No. 10158775, an Alaska limited liability company (the "Company"); and

**WHEREAS**, the Member of the Company has set forth the rights and responsibilities of the members, and the details about the Company's management, in a written Operating Agreement; and

**WHEREAS**, Shantell Hacker, in accordance with a Membership Interest Purchase and redemption agreement, desires to convey all of her 50% right, title, and membership interest in the Company to Stephen and Janene Lovelace, a(n) individual; and

**WHEREAS**, Stephen and Janene Lovelace desire to purchase and redeem the Membership interest held by Shantell Hacker. The Company has executed any resolutions or votes necessary to provide authority to purchase and redeem these membership interests; and

**WHEREAS**, Shantell Hacker is agreeable to the assignment of said membership interests in the Company, subject to the terms and provisions of the Operating Agreement;

**NOW, THEREFORE**, for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the assignor, Shantell Hacker, hereby assigns, transfers and conveys all of her 50% membership interests in L & H Enterprises LLC, Alaska Entity No. 10158775, an Alaska limited liability company to Stephen and Janene Lovelace, free and clear of any and all liens, claims, security interests, and encumbrances of any kind or nature whatsoever, together with all of the assignor's rights as a member of the Company to their share of the profits and losses, cash flow, proceeds from sale, and capital gains and losses of or with respect to the Company which they accrue, or be paid, or become payable before and after the date hereof until the dissolution or termination of the Company, subject to the terms and provisions of the Operating Agreement, Stephen and Janene Lovelace, as Members of the Company and pursuant to the authority provided to them by the Operating Agreement, hereby accepts on behalf of the Company, said membership interests and rights in the Company, together with all of the rights, duties, responsibilities, and obligations pertaining thereto, subject to the terms and provisions of the Operating Agreement.

Dated this 25 day of May, 2023

By: Shantell Hacker, Assignor

Accepted this 25 day of May 2023.

CONSENTED TO AND ACCEPTED BY L & H Enterprises LLC:

Date May 25, 2023.

By: Stephen Lovelace, Assignee

Date May 25, 2023.

By: Janene Lovelace, Assignee

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**JOINDER AGREEMENT**
**L & H ENTERPRISES, LLC**

THIS JOINDER AGREEMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT of L & H ENTERPRISES LLC (this "Agreement") is executed and delivered this 25 day of May 2023 by Janene Lovelace. The purpose of this Agreement is to make clear that Janene Lovelace, as 1% owner of L & H Enterprises LLC, upon the effectuation date of transfer, is bound and agrees to all terms in the Operating Agreement of L & H Enterprises, LLC dated as of March 20th, 2021, by and among the Members of the Company as defined therein (the "Operating Agreement").

WHEREAS, in connection with the purchase of the Member's Interest, Janene Lovelace must, among other things, become a party to the Operating Agreement.

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

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

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

ACCEPTED:

L & H ENTERPRISES LLC

BY: Janene Lovelace – Member

Cactus Moloney
Commission 08/21/27

OFFICIAL SEAL
Cactus Moloney
Notary Public - State of Alaska

AMCO Received 7.5.2023

**JOINDER AGREEMENT**
**L & H ENTERPRISES, LLC**

THIS JOINDER AGREEMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT of L & H ENTERPRISES LLC (this "Agreement") is executed and delivered this 25 day of May 2023 by Janene Lovelace. The purpose of this Agreement is to make clear that Janene Lovelace, as 1% owner of L & H Enterprises LLC, upon the effectuation date of transfer, is bound and agrees to all terms in the Operating Agreement of L & H Enterprises, LLC dated as of March 20th, 2021, by and among the Members of the Company as defined therein (the "Operating Agreement").

WHEREAS, in connection with the purchase of the Member's Interest, Janene Lovelace must, among other things, become a party to the Operating Agreement.

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

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

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

ACCEPTED:

L & H ENTERPRISES LLC

BY: Janene Lovelace – Member

Cactus Moloney
Commission 08/21/27

OFFICIAL SEAL
Cactus Moloney
Notary Public - State of Alaska

AMCO Received 7.5.2023