AK Entity #: 10074034
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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: Blüm LLC

Entity Number: 10074034

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 1209 W 36TH AVE, ANCHORAGE, AK 99503

Mailing Address: 1127 W 7TH AVE, ANCHORAGE, AK 99501

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: Francis Mahoney

Physical Address: 1127 W 7TH AVE, 1127 W 7TH AVE, ANCHORAGE, AK 99501

Mailing Address: 1127 W 7TH AVE, 1127 W 7TH AVE, ANCHORAGE, AK 99501

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
Laura Cameron	1209 W 36TH AVE , ANCHORAGE, AK 99503	70.00	X
Rudolph Kula III	1209 W 36TH AVE , ANCHORAGE, AK 99503	5.00	X
rudolph Kula Jr	1209 W 36TH AVE , ANCHORAGE, AK 99503	5.00	X
Adam Heafner	1209 W 36th Ave., Anchorage, AK 99503	10	X
Jason Wooten	1209 W 36th Ave, Anchorage, AK 99503	10.00	X

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

Purpose: Commercial baking, oil seed processing, confections manufacture and any lawful purpose.

NAICS Code: 311812 - COMMERCIAL BAKERIES

New NAICS Code (optional):

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

Name: Laura Cameron

OPERATING AGREEMENT

OF

Blüm, LLC

Effective: July 1, 2021

THE SECURITIES HAVE NOT BEEN REGISTERED WITH NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE AND SUCH REGISTRATION IS NOT CONTEMPLATED. THE SECURITIES MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED, OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT, WHICH INCLUDES AN EFFECTIVE REGISTRATION STATEMENT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

BY ACCEPTANCE OF THE SECURITIES, THE OWNER HEREOF AGREES TO BE BOUND BY THE TERMS OF THE OPERATING AGREEMENT.

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TABLE OF CONTENTS

Blüm, LLC i

THIS Limited Liability Company Amended Operating Agreement is made and entered into on July 1, 2021, and among the Company and each of the Members whose signatures appear on the signature page hereof. In consideration of the mutual covenants herein contained and for other good and valuable consideration, the Company and the Members (and each person who subsequently becomes a Member) hereby agree as follows: 1

RECITALS 1

TERMS 1

ARTICLE I GENERAL INFORMATION 2

1.1 Incorporation of Recitals 2

1.2 Formation 2

Formation 2

1.3 Name 2

1.4 Purposes 2

1.5 Principal Place of Business 2

1.6 Registered Office and Registered Agent 2

1.7 Term 2

1.8 Defects as to Formalities 2

1.9 Liability of Member to Third Parties; Reliance by Third-Party Creditors 3

ARTICLE II MEMBER CONTRIBUTIONS, LOANS, AND COMPANY PROPERTY 3

2.1 Membership Interest 3

2.2 Contributions 3

2.3 Additional Capital Contributions and Redemptions 4

2.4 No Interest on Capital; No Withdrawal of Capital 5

2.5 Title to Company Property 5

2.6 Member Loans 5

ARTICLE III MANAGEMENT BY MANAGERS 5

3.1 Company Action; Voting 5

3.2 Number of Managers 6

3.3 Removal and Appointments of Managers 6

3.4 Initial Managers 6

3.5 Conflicts of Interest 6

3.6 Meetings of Managers 6

3.7 Notice of Meetings 6

3.8 Meetings by Communications Equipment 7

3.9 Action by Managers Without a Meeting 7

RECEIVED

RECEIVED
MAY 12 2023

3.10 Distributions 7
3.11 Unanimous Consent 7
3.12 Banking 8
ARTICLE IV MEMBER ACTION 8
4.1 Member Action; Voting 8
4.2 Conflicts of Interest 8
4.3 Meetings of Members 8
4.4 Notice of Meetings 9
4.5 Meetings by Communications Equipment 9
4.6 Action by Members Without a Meeting 9
4.7 Company Actions Requiring Member Consent 9
4.8 Admission as a Member 10
4.9 Issuance of Additional Membership Interests 10
4.10 Removal of Member 10
4.11 Members Have No Exclusive Duty to Company 10
ARTICLE V CAPITAL ACCOUNTS 11
5.1 Substantial Economic Effect 11
5.2 Increases to Capital Account 11
5.3 Decreases to Capital Account 11
5.4 Profit and Loss Allocations (Including Gain or Loss on Disposition) 12
5.5 Sale or Exchange 13
5.6 No Deficit Restoration Obligation 13
5.7 Minimum Gain Chargeback and Qualified Income Offset 13
5.8 Other Tax Allocation Provisions 13
5.9 Non-Deductible Expenditures 15
5.10 Sharing of Company Nonrecourse Debt 15
5.11 Rules of Construction 15
5.12 Revaluations of Company Property 16
5.13 Limitation on Distributions 16
5.14 Partnership Representative 16
ARTICLE VI LIMITATION OF LIABILITY; INDEMNIFICATION 16
6.1 Limitation of Liability; Duties of Members 16
6.2 Company's Debts 17
6.3 Failure to Observe Formalities 17
6.4 Indemnification 17
6.5 Mediation and Arbitration of Dispute Among Members 17
ARTICLE VII TRANSFERS OF MEMBERSHIP UNITS 18
7.1 General 18
7.2 Reasonableness 19
7.3 Right of First Refusal 19
7.4 Transferee Not Member in Absence of Consent 21

RECEIVED
MAY 12 2023

7.5 Additional Conditions to recognition of Transferee 21
7.6 Death of a Member or Member Loss of Alaska Residency: Mandatory Purchase 22
7.7 Disability of Member: Option to Purchase 22
7.8 Defiant Member 23
7.9 Divorce: Option to Purchase. 24
7.10 Removal of Member: Option to Purchase 25
7.11 Terms of Option to Purchase 25
7.12 Value of Membership Units 25
7.13 Payment Terms 25
7.14 Insurance 26
ARTICLE VIII DISSOLUTION 26
8.1 Dissolution 26
8.2 Distribution Upon Dissolution 26
ARTICLE IX ACCOUNTING, BOOKS, AND RECORDS 27
9.1 Financial Information 27
9.2 Tax Returns and Elections 27
9.3 Interest on Return of Capital Contributions 27
9.4 Accounting Principles 28
ARTICLE X MISCELLANEOUS PROVISIONS 28
10.1 Notices 28
10.2 Waivers 28
10.3 Amendments 28
10.4 Rights and Remedies 28
10.5 Severability 28
10.6 Heirs, Successors and Assigns 29
10.7 Creditors 29
10.8 Attorneys' Fees 29
10.9 Withdrawal 29
10.10 Investment Intent 29
10.11 Relationship of Operating Agreement to Articles of Organization 29
10.12 Counterparts 29
10.13 Records and Reports 29
10.14 Counsel 30
10.15 Investment Representations. 30
10.16 Schedules 31
SCHEDULE A MEMBERS AND CONTRIBUTIONS 33

RECEIVED
MAY 1 2 2023

AMENDED OPERATING AGREEMENT
OF
BLÜM, LLC

THIS Limited Liability Company Amended Operating Agreement is made and entered into on July 1, 2021, and among the Company and each of the Members whose signatures appear on the signature page hereof. In consideration of the mutual covenants herein contained and for other good and valuable consideration, the Company and the Members (and each person who subsequently becomes a Member) hereby agree as follows:

RECITALS

A. The Members intend to maintain operations as a Cannabis production company.

B. The Members understand and accept that their investment in the Company, and the Company's proposed participation in the Cannabis business is illegal under current federal law and entails significant risk, including the possible risk that they can lose their entire investment. Each Member individually has guaranteed to all other members that they are an Accredited Investor as that term is defined in Rule 144A under the Securities Act of 1933 and that they have received complete access to any and all financial data and have personally participated in the development of budget, plans and projections and further that they together enter into this business with no history, past experience or past operations in the Cannabis activities they are together venturing into.

C. The initial member, Laura Cameron, have originally caused articles of organization for the Company to be filed with the State of Alaska, Department of Commerce and Economic Development pursuant to the Alaska Limited Liability Company Act (the "Act") and developed an operating agreement for that business and this Agreement will amend that prior operating agreement.

D. The Members understand that the operations and activities of the Company will generally be centered and headquartered in the State of Alaska and are currently restricted by law to the state..

B. The Members and Company hereby agree that this Agreement shall set forth the duties and obligations of the Members, the Company, and its Managers, and that this Agreement shall govern the operations of the Company and the actions of the Managers and Members. In the event of any inconsistency between this Agreement and the Act, the terms of this Agreement shall control to the extent permitted by law.

TERMS

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, agreements and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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MAY 1 2 2023

ARTICLE I
GENERAL INFORMATION

1.1 Incorporation of Recitals

The foregoing Recitals are hereby incorporated as terms of this Agreement.

1.2 Formation

Formation. On December 18, 2017, the initial member, Laura Cameron, caused to be organized the Company pursuant to the Act by executing and delivering Articles of Organization to the Department in accordance with and pursuant to the Act. The Company and the Members hereby forever discharge the organizers, and the organizers shall be indemnified by the Company and the Members from and against, any expense or liability actually incurred by the organizers by reason of having been organizers of the Company.

1.3 Name

The name of the Company is **Blüm, LLC**. All business of the Company shall be conducted under this name and under any variations of the name, including **Aurora Blum**, as the Managers deem necessary or appropriate.

1.4 Purposes

The purpose for which this Company is organized is to design, manufacture, license and sell Cannabis products and any other lawful business. The Company shall have all the powers provided by law and may use those powers for any lawful purpose provided within AS 10.50, *et. seq*.

1.5 Principal Place of Business

The Company's principal place of business shall be in Anchorage, Alaska or such other location as the Managers designate from time to time.

1.6 Registered Office and Registered Agent

The Company's registered agent shall be Laura Cameron. The physical and mailing address for the registered office shall be 1209 W 36th Ave, Anchorage AK 99503. The registered agent and registered office of the Company may be changed by the Managers from time to time by filing a statement of change of registered agent in accordance with the Act.

1.7 Term

The term of the Company commenced upon the filing of its Articles of Organization. No election has been made for the existence of the Company to continue until a certain date or event. The Company shall have a perpetual duration unless terminated and dissolved pursuant to Article VIII.

1.8 Defects as to Formalities

No failure to observe any formalities or requirements of this Agreement, the Certificate or the Act shall be grounds for imposing personal liability on a Member for liabilities of the Company.

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1.9 Liability of Member to Third Parties; Reliance by Third-Party Creditors

(a) Liability of Member

The Members shall not be personally liable for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

(b) Reliance by Third Parties

This Agreement is entered into between the Company and the Members for the exclusive benefit of the Company and the Members, and their successors and assigns. Specifically (but not by way of limitation), this Agreement is not intended for the benefit of any creditor of the Company or any other person. Except to the extent provided by applicable statute, and then only to that extent, no such creditor or third party shall have any rights under this Agreement or under any other agreement between the Company and the Members, either with respect to any contribution to the Company or otherwise.

ARTICLE II
MEMBER CONTRIBUTIONS, LOANS, AND COMPANY PROPERTY

The names and addresses of the Members are as set forth on Exhibit A. The names and addresses of the Members shall be maintained by the Manager.

2.1 Membership Interest

The ownership interest of the Company and the rights of a Member with regard to the Company under the Act, including without limitation the Member's rights in profits, losses, gains, and deductions, shall be known as the "**Membership Interest**" of the Company. The Membership Interest shall be represented by identifiable units of measurement issued to the Members and known as "**Membership Units**." A member's percentage interest in this Company shall be computed as a fraction, the numerator of which is the total of a member's Membership Units and the denominator of which is the total of all Membership Units of all members. This fraction shall be expressed in this agreement as a percentage, in which each Member's Membership Interest shall be represented by identifiable units of measurement issued to the Members. Each Member's Membership Interest is calculated wherein the numerator of which shall be the number of Membership Units held by the Member and the denominator of which shall be the total number of issued and outstanding Membership Units issued by the Company. Membership Units shall be issued in accord with the schedule provided in Exhibit A, Membership Units. Members holding Membership Units have a right to Voting Interests equivalent the number of Membership Units held by the Member divided by the total number of issued and outstanding Membership Units.

2.2 Contributions

The Members have or shall each make the capital contribution and receive the number of Membership Units set forth on the attached Schedule A. The value of the contribution shall be the amount of cash contributed or the value of property and services corresponding to the contribution on Schedule A. Notwithstanding anything in this Agreement to the contrary, a

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MAY 12 2023

Member shall not be considered a Member, and shall hold no Membership Interest unless and until such Member has made his or her total capital contribution.

2.3 Additional Capital Contributions and Redemptions

1.1 The Managers may propose, and the Members may authorize, additional capital contributions to be made by the Members to the Company from time to time. A Member shall not be obligated to make additional capital contributions to the Company; provided that each Member shall be entitled to contribute a proportionate share of any additional capital contribution made by the Members to the Company from time to time. Failure of any Member to make full and timely payment to the Company of any additional Capital Contribution properly assessed hereunder shall constitute a breach of this Agreement (and any such Member shall be hereinafter referred to as a "Defaulting Member"). Upon such a breach, the Manager shall promptly give notice (the "Default Notice") to all Members of: (a) the breach; and (b) a Special Meeting to discuss the appropriate course of action. The Members who timely satisfied their obligation to make the required Additional Capital Contributions (the "Non-Defaulting Members") may, upon the affirmative vote of those Non-Defaulting Members which are Members holding a majority of the Membership Interests owned by all Non-Defaulting Members which are Members, pursue the following courses of action:

(a) The Non-Defaulting Members shall have an option, but no obligation, to loan to the Company within sixty (60) days after the Default Notice is given (the "Loan Decision Period") the amount which the Defaulting Members have failed to contribute to the Company (proportionate to the ratio of the Membership Interest held by each respective Member electing to loan funds to the Membership Interests held by all Members electing to advance funds). The amount that is loaned by any Non-Defaulting Member shall, at the election of each such Member (exercised by written notice to the Defaulting Member and the Company at the time the loan is made), be treated in either of the following manners:

(1) The loan may be treated as a loan to the Company, bearing interest at a floating rate equal to five percentage points higher than the prime commercial lending rate in effect from time to time at the principal bank used by the Company for banking and borrowing purposes (the "default rate"), payable out of any funds paid by, or withheld by the Company from, the Defaulting Member to cure the breach, or at such other time as the Company and the lending Members may agree. Payments shall be credited first to accrued interest. The promissory note or other loan documentation shall contain such other terms and conditions as mutually agreed by the Company and the lending Members.

(2) The loan may be treated as a loan to the Defaulting Member, followed by a contribution of the borrowed funds to the Company by the Defaulting Member curing the breach in whole or in part. Such a loan shall be payable on demand and bear interest at the default rate provided above. Until the Defaulting Member's debt to any Non-Defaulting Members, together with interest thereon, is paid in full, any funds or property which would otherwise be Distributed to the Defaulting Member from time to time hereunder shall be paid to such Non-Defaulting Members, according to their respective shares of loans (which are treated as loans to the Defaulting Member). Any such payments shall be deemed to be Distributions to the Defaulting Member by the Company, followed by appropriate payments by the Defaulting Member to the respective Non-Defaulting

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MAY 12 2023

Members. Payments shall be credited first to accrued interest. Payments to Non-Defaulting Members of loans by them pursuant to either Section 6.3(a)(1) or 6.3(a)(2) shall be made pari passu.

(b) If the Non-Defaulting Members do not make loans pursuant to Section 6.3(a) in an amount at least equal to the amount which the Defaulting Member failed to contribute (and the Defaulting Member has not cured said breach prior to the expiration of the Loan Decision Period), then promptly upon the expiration of the Loan Decision Period, the Manager shall give notice (the "Default Purchase Option Notice" as more fully described below) to all of the Members. The Non-Defaulting Members shall have the option, but no obligation, to contribute cash to the Company in an amount equal to the Defaulting Member's proportionate share of the additional Capital Contribution required to be made by the Defaulting Member, and the cash so contributed shall be treated as an additional Capital Contribution by the Non-Defaulting Members making such contribution, in which case the Membership Interests of the Members shall be recalculated so that each Member's Membership Interest is equal to the ratio that (A) the sum of his, her or its Capital Contributions (including all Capital Contributions made hereunder) bears to (B) the sum of all Members' Capital Contributions (including all Capital Contributions made hereunder).

2.4 No Interest on Capital; No Withdrawal of Capital

No Member shall receive interest on the Member's capital contributions or on the balance of the Member's capital account. No Member shall be entitled to withdraw or demand the return of any part of such Member's capital contribution.

2.5 Title to Company Property

The Company shall be the sole owner of its property, which shall be titled in the name of the Company, and no Member individually shall have any direct ownership interest in the property other than that arising by virtue of such Member's Membership Interest.

2.6 Member Loans

The Company may obtain loans from one or more Members or other affiliated entities; provided, however, that the loans must be on commercially reasonable terms and approved in advance by the Members.

ARTICLE III
MANAGEMENT BY MANAGERS

3.1 Company Action; Voting

The business and affairs of the Company shall be managed by the Managers, whose decisions shall constitute the authorized act of the Company, except as otherwise provided in this Agreement. When two or more Managers are serving: (a) each Manager shall be entitled to one vote on any matter coming before the Managers for decision; and (b) the affirmative vote of more than 50% of the Managers shall be the authorized act of the Company, except as otherwise provided in this Agreement. A Manager who is present at a meeting of the Managers at which action on any Company matter is taken shall be presumed to have assented to the action unless

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MAY 12 2023

his or her dissent shall be entered in the minutes of the meeting before the adjournment of the meeting or unless the Manager forwards a written dissent by certified or registered mail to the Company within 48 hours after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of the action.

3.2 Number of Managers

The Company shall have 1 Managers; provided that the Members may increase or decrease the number of Managers with a vote of 67% of the Membership Percentage (a "Supermajority").

3.3 Removal and Appointments of Managers

The Members shall be entitled to appoint new Managers with the affirmative vote of a Supermajority of the Membership Percentage. Each Manager shall be appointed for a one-year term; provided that the term shall be automatically extended if the Members do not appoint a new Manager. Any Manager may be removed with the affirmative vote of a Supermajority of the Membership Percentage.

3.4 Initial Managers

The initial Managers of the Company shall be Laura Cameron.

3.5 Conflicts of Interest

A contract between the Company and a Manager or between the Company and another entity in which the Manager has a financial interest, is not void or voidable because such Manager or entity are parties to the contract or because the Manager is present at the meeting that authorizes, approves, or ratifies the contract; provided that the material facts related to the Manager's interest are fully disclosed to the other Managers and the contract is approved by the other Managers, without the vote of the interested Manager.

3.6 Meetings of Managers

Meetings of the Managers may be held annually at such times and places as approved by the Managers. Special meetings of the Managers may be called by any Manager, but not more frequently than monthly. The annual meetings of the Managers and special meetings of the Managers may be held at the Company's principal place of business or registered office unless otherwise approved by the Members. The Managers may appoint a Manager or a person to act as the Manager of each meeting of the Managers.

3.7 Notice of Meetings

Written notice stating the place, day and hour of the meeting shall be delivered to each Manager not less than two (2) nor more than thirty (30) days before the date of the meeting, either personally, by mail, by fax or by email with return authorization receipt by or at the direction of the Managers. Notice of a meeting need not be given to a Manager who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting the lack of notice before or at its commencement.

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3.8 Meetings by Communications Equipment

Managers may participate in a meeting of the Managers by, or conduct the meeting through, the use of any means of communication by which all Managers participating in the meeting can communicate with each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

3.9 Action by Managers Without a Meeting

Any action that could be taken at a meeting of the Managers may be taken without a meeting if a written consent (including an e-mail) setting forth the action to be taken is sent to the Managers and Managers holding the number of votes required to constitute the authorized act of the Company respond in writing (including by e-mail), either before or after the action is taken.

3.10 Distributions

Distributions to the Members shall be made in such amounts and at such times as may be determined by the Members. The Company shall make Distributions from the net cash flow, if available, only at such times and in such amounts as the Members shall determine, which shall be distributed in accordance with the Members' Membership Interests in Membership Units; provided, however, unless the Members unanimously agree otherwise, the Members shall cause the Company to make cash Distributions to the Members from the net cash flow, if available, from the operations of the Company, in an amount sufficient to pay the federal and state income taxes attributable to income that passes through the Company to the Members pursuant to the Code, calculated on the assumption that such income is subject to tax at the maximum marginal combined federal income tax rate. The amount of net cash flow to be distributed, if any, shall be calculated as of the last day of the period in which the Distribution is made and distributed to the Members of record as of the next to the last day of such period, in accordance with their Membership Interests.

Cash from Company business operations, as well as cash from a sale or other disposition of Company capital assets, may be distributed from time to time to Members in accordance with each Member's percentage interest in the Company, as may be decided by Members. 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 Company. If such noncash proceeds are later reduced to cash, such cash may be distributed among the Members as otherwise provided in this agreement.

In the event any Member owes an obligation to the Company, whether pursuant to a contribution agreement, line of credit obligation or otherwise, the Company may offset the amount of a distribution made pursuant to this Section of this Agreement by the amount of the obligation owed to the Company.

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3.11 Unanimous Consent

The following actions of the Company require the affirmative vote of all of the Managers to constitute the authorized act of the Company as well as any vote of Members as required and described in Section 4.7:

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MAY 1 2 2023

(a) Any amendment to the articles of organization of the Company or this Agreement;

(b) Issuing Membership Units of the Company to new persons or entities;

(c) Determining whether to admit a person or entity as a Member of the Company and determining the new person's or entity's capital contribution;

(d) Disposing of all or substantially all of the assets of the Company;

(e) Merging the Company with or into another entity;

(f) Converting the Company to another form of entity;

(g) Making any disproportionate distribution from the Company to the Members; and

(h) Dissolving the Company.

3.12 Banking

All Company funds shall be deposited in its name in such accounts as the Managers shall from time to time designate. The Members can authorize any Member or person to draw checks on such accounts.

ARTICLE IV
MEMBER ACTION

4.1 Member Action; Voting

The affirmative vote of Members holding more than 50% of the Membership Percentage shall be the authorized act of the Members. A Member who is present at a meeting of the Members at which action on any Company matter is taken shall be presumed to have assented to the action unless his or her dissent shall be entered in the minutes of the meeting before the adjournment of the meeting or unless the Member forwards a written dissent by certified or registered mail to the Company within 48 hours after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of the action.

4.2 Conflicts of Interest

A contract between the Company and a Member or between the Company and another entity in which the Member has a financial interest, is not void or voidable because such Member or entity are parties to the contract or because the Member is present at the meeting that authorizes, approves, or ratifies the contract; provided that the material facts related to the Member's interest are fully disclosed to the other Members and the contract is approved by the other Members, without the vote of the interested Member.

4.3 Meetings of Members

Meetings of the Members may be held annually at such times and places as approved by the Members. Special meetings of the Members may be called by any Member, but not more frequently than monthly. The annual meetings of the Members and special meetings of the Members shall be held at the Company's principal place of business or registered office unless

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MAY 1 2 2023

otherwise approved by the Members. The Members shall appoint a Manager, Member or other person to act as the Manager of each meeting of the Members.

4.4 Notice of Meetings

Written notice stating the place, day and hour of the meeting shall be delivered to each Member not less than two (2) nor more than thirty (30) days before the date of the meeting, either personally, by mail, by fax or by email with return authorization receipt by or at the direction of the Members. Notice of a meeting need not be given to a Member who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting the lack of notice before or at its commencement.

4.5 Meetings by Communications Equipment

Members may participate in a meeting of the Members by, or conduct the meeting through, the use of any means of communication by which all Members participating in the meeting can communicate with each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

4.6 Action by Members Without a Meeting

Any action that could be taken at a meeting of the Members may be taken without a meeting if a written consent (including an e-mail) setting forth the action to be taken is sent to the Members and Members holding the Membership Percentage required to constitute the authorized act of the Company respond in writing (including by e-mail), either before or after the action is taken.

4.7 Company Actions Requiring Member Consent

The following actions of the Company require the affirmative vote of a Supermajority of the Membership Percentage:

(a) Any amendment to the articles of organization of the Company or this Agreement;

(b) Issuing Membership Units of the Company to new persons or entities;

(c) Determining whether to admit a person or entity as a Member of the Company and determining the new person's or entity's capital contribution;

(d) Borrowing money in amounts less than Ten Thousand Dollars ($10,000) for the Company from banks, other lending institutions, the Members, or Affiliates of the Members on such terms as the Members deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in Company Property to secure repayment of the borrowed sums

(e) Disposing of all or substantially all of the assets of the Company;

(f) Merging the Company with or into another entity;

(g) Converting the Company to another form of entity;

(h) Making any disproportionate distribution from the Company to the Members; and

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(i) Dissolving the Company.

4.8 Admission as a Member

To be admitted as a Member of the Company in the event the Company issues Membership Units to a person or entity that is not a Member, or a Member transfers any Membership Units to a person or entity that is not a Member (whether such transfer is voluntary, by operation of law, court ordered assignment, or otherwise), such person or entity must: (a) deliver to the Company a fully executed joinder agreement, acceptable to the Company in its sole discretion; (b) deliver to the Company a fully executed membership unit purchase agreement in form and substance acceptable to the Company in its sole discretion; (c) make any capital contribution required by the Members; and (d) receive the affirmative vote of Members. Any holder of Membership Units that has not been admitted as a Member shall have the rights of an assignee, and only the rights of an assignee, set forth in AS 10.50.375, as amended, revised, or replaced from time to time.

4.9 Issuance of Additional Membership Interests

Except in the case of additional capital calls as set forth in Section **Error! Reference source not found.** above, the Members may offer to sell and issue additional Membership Units to new and existing Members in such amounts, at such times, for such capital contributions, and upon such other terms and conditions as the Members may determine.

4.10 Removal of Member

Any Member, other than a Member holding a majority of the Membership Interest, may be removed from the Company (the "**Subject Member**") with or without cause at any time by unanimous consent of the other Members. In the event any Subject Member is removed, the remaining Members and the Company shall have a continuing option to purchase from the Subject Member all of the Subject Member's Membership Units by delivering written notice of election to purchase the Subject Member's Membership Units to the Subject Member, signed by all of the remaining Members of the Company. Closing on the purchase and sale of the Subject Member's Membership Units shall occur within thirty (30) days of receipt of such notice by the Subject Member. The purchase price payable for the Subject Member's Membership Units shall be the value of the Subject Member's Membership Units on the day the Subject Member receives the notice of election to purchase. The value of the Membership Units subject to purchase under this Section shall be the Membership Units' pro rata value of the Company determined by the Certified Public Accountant regularly engaged by the Company by reference to the balance sheet of the Company. The purchase price for the Subject Member's Membership Units shall be paid in equal monthly installments over a period of 60 months at the Applicable Federal Rate prescribed by IRC §1274(d).

4.11 Members Have No Exclusive Duty to Company

It is contemplated that the Members will participate or invest in other business ventures which may be competitive with the business of the Company or which may be the type of business which the Company is likely to pursue. Nothing herein shall prohibit any Member from investing or participating in any other such business ventures, regardless of the nature of such business ventures and whether or not such investment or participation is pursued for gain, profit or other pecuniary advantage and whether or not such investment or participation will require any services on the part of such Member in the operation of the Entities in which such investment or

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MAY 12 2023

participation is made. No Member or the Company shall have any rights by virtue of their ownership of Membership Interests, or otherwise, in and to such other business ventures or the income or profits derived therefrom. The Company and each Member hereby releases the other Members from any claim or cause of action which may arise against any other Member, by reason of such Member's participation, as an officer, director, shareholder, member, or otherwise, in such other business venture or ventures, including, but not limited to, any claim for usurpation or corporate opportunity or any such similar claim or cause of action.

ARTICLE V
CAPITAL ACCOUNTS

This Article is provided for application to the Capital Accounts of the Company only if the Company elects to be treated as a Tax Partnership. Should the Company elect otherwise, to the extent applicable by law and provided in the Internal Revenue Code the Company shall capitalize any expenditures not otherwise allowed as deductions under Internal Revenue Code §280E.

5.1 Substantial Economic Effect

The provisions of this Article as they relate to allocations of profit, loss, income, gain, and credit shall be construed and, if necessary, modified to have substantial economic effect under the Regulations promulgated under IRC §704(b).

5.2 Increases to Capital Account

A capital account shall be set up and maintained on the books of the Company for each Member. Each Member's capital account shall be increased by (1) the amount of money actually contributed by the Member to the capital of the Company, (2) the fair market value of any property contributed by the Member, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities that the Company is considered to assume or take subject to), and (3) the Member's allocable share of Company income and gain (or items of income and gain), including income and gain exempt from tax and adjustments necessary to reflect book value under Reg. §1.704-1(b)(2)(iv)(g) but excluding adjustments to reflect revaluations under Reg. §1.704-1(b)(4)(i) and (iii), and (4) the amount of Company liabilities assumed by the Member.

5.3 Decreases to Capital Account

Each Member's capital account shall be decreased by (1) the amount of money distributed to the Member by the Company, (2) the fair market value of any property distributed to the Member, as determined by the Company and the distributing Member at arm's length at the time of distribution (net of any liabilities the Member is considered to assume or take subject to), (3) expenditures of the partnership not deductible in computing its taxable income and not properly chargeable to a capital account, (4) the Member's allocable share of loss or deduction (or item thereof) including adjustments necessary to reflect book value under Reg. §1.704-1(b)(2)(iv)(g), but excluding adjustments to reflect valuations under Reg. §1.704-1(b)(4)(i) and (iii) and (5) the amount of a Member's liabilities assumed by the Company.

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MAY 12 2023

5.4 Profit and Loss Allocations (Including Gain or Loss on Disposition)

For purposes of determining Member capital account balances, gain or loss on disposition of assets shall be allocated prior to reducing capital accounts by the distributions of cash received by the Member from the disposition.

(a) **Allocations of Profit**

Profit (including any gain on disposition of assets) shall be allocated among the Members in the following order of priority:

(1) First, to the Members in proportion to, and to the extent of, any deficit balances in their respective capital accounts until all such capital accounts have been restored to zero;

(2) Second, among the Members as necessary to cause the capital account balance of each Member to at least equal such Member's unrepaid capital contributions;

(3) Third, among the Members as necessary to cause the capital account balance of each Member to at least equal the sum of (i) such Member's unrepaid capital contributions plus (ii) such Member's unpaid cumulative return from the operations of the Company (the sum of the amounts in clauses (i) and (ii) for each Member is each Member's "Total Preference Amount"); and

(4) Fourth, among the Members as necessary to cause the portion of each Member's capital account balance exceeding such Member's Total Preference Amount to be in proportion to the Members' then respective Membership Percentage.

(b) **Allocations of Loss**

Loss (including loss on disposition) shall be allocated among the Members in the following order of priority:

(1) First, among the Members as necessary to cause each Member's capital account balance to equal such Member's Total Preference Amount;

(2) Second, among the Members as necessary to cause the capital account balance of each Member to equal such Member's unrepaid capital contributions;

(3) Third, among the Members as necessary to cause the capital account balance of each Member to equal zero; and

(4) Fourth, among the Members in proportion to the amounts they would receive if the Company sold all its properties for the properties' adjusted tax basis (or, in the case of revalued property, the adjusted book basis), wound up its affairs and distributed the proceeds to its Members pursuant to Article VIII.

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MAY 12 2023

5.5 Sale or Exchange

In the event of a sale or exchange of some or all of a Member's Units, the capital account of the transferring Member shall become the capital account of the transferee Member, to the extent that it relates to the transferred Membership Units.

5.6 No Deficit Restoration Obligation

Notwithstanding anything in this Agreement to the contrary, this Agreement shall not be construed to create a deficit restoration obligation or otherwise personally obligate any Member to make a capital contribution in excess of such Member's initial capital contribution.

5.7 Minimum Gain Chargeback and Qualified Income Offset

Taxable loss (or items of deduction) shall not be allocated to a Member to the extent that the Member has or would have, as a result of such allocations, a deficit balance in such Member's capital account. Any taxable loss (or items of deduction) which otherwise would be allocated to a Member, but which cannot be allocated to such Member because of the application of the immediately preceding sentence, shall instead be allocated to the other Members.

(a) **Qualified Income Offset**

In order to comply with the "qualified income offset" requirement of the Regulations under IRC §704(b), except as provided in Section 5.7(d) below, in the event a Member for any reason (whether or not expected) has a deficit balance in their Capital Account, items of profit and gain on disposition of assets (consisting of a pro rata portion of each item of income comprising the Company's profits and gain on disposition of assets) shall be allocated to such Member in an amount and manner sufficient to eliminate, as quickly as possible, the deficit balance in such Member's capital account.

(b) **Minimum Gain Chargeback**

In order to comply with the "minimum gain chargeback" requirements of Reg. §§1.704-2(f)(1) and 1.704-2(i)(4), in the event there is a net decrease in a Member's share of Company minimum gain during the Company's taxable year, such Member shall be allocated items of income and gain for that year (and if necessary, other years) as required by and in accordance with Reg. §§1.704-2(f)(1) and 1.704-2(i)(4) before any other allocation is made, except to the extent that the Tax Matters Partner determines not to make such chargeback because such chargeback is not required under applicable Regulations.

5.8 Other Tax Allocation Provisions

(a) **Income Characterization**

For purposes of determining the character (as ordinary income or capital gain) of any gain on disposition of assets allocated to the Members pursuant to Section 5.4 and Section 5.7, such portion of the taxable income of the Company which is treated as ordinary income attributable to the recapture of depreciation shall, to the extent possible, be allocated among the Members in the proportion which (i) the

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MAY 12 2023

amount of depreciation previously allocated to each Member bears to (ii) the total of such depreciation allocated to all Members. This Section shall not alter the amount of allocations among the Members pursuant to Section 5.4 but merely the character of income so allocated.

(b) **Change in Membership Percentage**

In the event any Membership Percentage changes during a fiscal year for any reason, including the transfer of any interest in the Company or an adjustment of the Membership Interests pursuant to this Agreement, the allocations of taxable income or loss under this Article, and distributions, shall be adjusted as necessary to reflect the varying interests of the Members during such year using an interim closing of the books method as of the date of such change or such other method as is approved by the Members.

(c) **Mandatory Allocations — IRC §704(c) and Member Nonrecourse Debt**

(1) Non-recourse Deductions: In the event IRC §704(c) or IRC §704(c) principles applicable under Reg. §1.704-1 (b)(2)(iv) require allocations of income or loss of the Company in a manner different than that set forth above, the provisions of IRC §704(c) and the corresponding regulations shall control such allocations among the Members; and all tax deductions and taxable losses of the Company that, pursuant to Reg. §1.704-2(i), are attributable to a Member nonrecourse debt for which a Member (or a Person related to such Member under Reg. §1.752-4(b)) bears the economic risk of loss (within the meaning of Reg. §1.752-2) shall be allocated to such Member as required by Reg. §1.704-2(c).

(2) Contributed Property: Any item of income, gain, loss and deduction with respect to any property (other than cash) that has been contributed by a Member to the capital of the Company or which has been revalued for capital account purposes pursuant to Reg. §1.704-1 (b)(2)(iv) and which is required or permitted to be allocated to such Member for income tax purposes under IRC §704(c) of the Code so as to take into account the variation between the tax basis of such property and its fair market value at the time of its contribution shall be allocated solely for income tax purposes in the manner so required or permitted under IRC §704(c). Allocations under this paragraph are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's capital account or share of profit, loss, gain or loss on disposition of sale or other items or distributions under any provision of this Agreement unless otherwise required by the Regulations.

(d) **Intent of Allocations**

The parties intend that the foregoing tax allocation provisions of this Article shall produce final capital account balances of the Members that will permit liquidating distributions to be made in accordance with Article VIII of this Agreement (after unpaid loans and the corresponding interest, including those owed to Members, have been paid). To the extent that the tax allocation provisions of this Article would fail to produce such final capital account balances, (i) such provisions shall

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MAY 12 2023

be amended by the Tax Matters Partner if and to the extent necessary to produce such result and (ii) taxable income and taxable loss of the Company for prior open years (or items of gross income and deduction of the Company for such years) shall be reallocated by the Tax Matters Partner among the Members to the extent it is not possible to achieve such result with allocations of items of income (including gross income) and deduction for the current year and future years, as approved by the Tax Matters Partner. This Section shall control notwithstanding any reallocation or adjustment of taxable income, taxable loss, or items by the Internal Revenue Service or any other taxing authority. The Tax Matters Partner shall have the power to amend this Agreement without the consent of the other Members, as it reasonably considers advisable, to make the allocations and adjustments described in this Section. To the extent that the allocations and adjustments described in this Section result in a reduction in the distributions that any Member will receive under this Agreement compared to the amount of the distributions such Member would receive if all such distributions were made pursuant to the order of priority set forth in Article VIII, the Company may make a guaranteed payment (within the meaning of IRC §707(c)) to such Member (to be made at the time such Member would otherwise receive the distributions that have been reduced) to the extent such payment does not violate the requirements of IRC §§704(b) and 514(c)(9)(E) or may take such other action as reasonably determined by the Tax Matters Partner to offset such reduction.

5.9 Non-Deductible Expenditures

Any non-deductible expenditures of the Company described in IRC §705(a)(2)(B) shall be allocated among the Members based upon the extent to which each Member incurred or benefited from the expenditure.

5.10 Sharing of Company Nonrecourse Debt

Throughout the term of the Company, the nonrecourse debt of the Company (other than Member nonrecourse debt) shall be allocated for tax purposes among the Members in accordance with their then respective Membership Percentages. To the extent that any Member's share of such nonrecourse debt as so specified exceeds the amounts referred to in Reg. §1.752(a)(1) and (2), it is intended that the foregoing Membership Units shall be viewed and treated as reasonably consistent with allocations (which have substantial economic effect) of some significant item of partnership income or gain within the meaning of Reg. §1.752-3(a)(3).

5.11 Rules of Construction

For purposes of applying Section 5.4 at the close of any period, a Member's capital account balance shall be deemed to be increased by such Member's share of Company minimum gain remaining at the close of such period as determined under the Regulations interpreting IRC §704(b).

If there is insufficient profit, loss, gain, or deduction on disposition of assets to allocate to the Members any amount determined by any subsection of Section 5.4 to cause every Member's capital account balance to equal the entire capital account balance described in such section with respect to such Member, the profit or loss (including gain or loss on disposition) available to be allocated among the Members pursuant to said section shall be allocated in proportion to the amounts that would have been allocated to each Member pursuant to such section as if there had

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MAY 12 2023

been sufficient amounts to fully satisfy the requirements of such subsection with respect to every Member.

5.12 Revaluations of Company Property

Upon (i) a contribution of money or other property to the Company by a new or existing Member as consideration for Membership Units, (ii) a distribution of money or other property by the Company to a retiring or continuing Member as consideration for Membership Units, or (iii) the liquidation of the Company, the Members may cause the Company to increase or decrease the respective capital account balances of the Members to reflect a revaluation of Company property on the books of the Company, provided that:

(a) The adjustments are based on the fair market value of the property on the date of adjustment;

(b) The adjustments reflect the manner in which the unrealized income, gain, loss, or deduction inherent in such property (that has not previously been reflected in the capital accounts of the Members) would be allocated among the Members under this Article if there were a taxable disposition of such property for fair market value on the date of adjustment;

(c) Thereafter, the capital accounts of the Members are adjusted in accordance with Reg. §1.704-1(b)(2)(iv)(g) for allocations to them of depreciation, depletion, amortization, and gain or loss, as computed for book purposes, with respect to such property; and

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

5.13 Limitation on Distributions

Notwithstanding anything in this Agreement to the contrary, and except for distributions upon liquidation in accordance with Article VIII, no distribution shall be made if after the distribution, the Company would not be able to pay its debts as they become due in the usual course of conducting its affairs.

5.14 Partnership Representative

The Members shall, as required, appoint one of the Members to serve as "Representative" for the Company within the meaning of the Code.

ARTICLE VI
LIMITATION OF LIABILITY; INDEMNIFICATION

6.1 Limitation of Liability; Duties of Members

No Member or Manager shall be liable, responsible or accountable in damages or otherwise to the Company or any other Member or Manager for any act or omission by a Member

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MAY 12 2023

or Manager performed in good faith and in a manner reasonably believed by him or her to be within his or her scope of authority granted by this Agreement. A Manager shall be liable, however, to the extent the Manager does not act with the care, including reasonable inquiry, that an ordinarily prudent person in a like position would use under similar circumstances; provided that the Manager may rely on information, opinions, reports, or statements, including financial statements and other financial data prepared or presented by an employee of the Company whom the person reasonably believes to be reliable and competent in the matters presented, or counsel, public accountants, or other professionals or experts as to matters that the person reasonably believes to be within the professional's or expert's competence. A Member or Manager is not acting in good faith if the Member or Manager has knowledge concerning the matter in question that makes the Member's or Manager's reliance on such employee, expert or professional unwarranted. The Members and Managers shall owe no further duty to the Company or any other Member.

6.2 Company's Debts

The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and neither a Member nor a Manager shall be obligated personally for any such debts, obligations and liabilities of the Company by reason of being a Member or a Manager of the Company.

6.3 Failure to Observe Formalities

A failure to observe any formalities or requirements of this Agreement, the Articles of Organization or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the Company.

6.4 Indemnification

The Company shall defend, indemnify and hold harmless any Member or Manager against any liability, loss, damage, cost or expense (including attorneys' fees and costs) incurred by a Member or Manager on behalf of the Company or in furtherance of the Company's interests; provided, that the Company shall not defend, indemnify and hold harmless a Member or Manager in any of the circumstances identified in Section 6.1 under which a Member or Manager would be liable to the Company. The Members or Managers may, in their sole discretion, extend this indemnification to any agent of the Company through a separate agreement to be signed by the Company and such agent of the Company. No Member or Manager shall have any personal liability with respect to the satisfaction of any required indemnification of an indemnitee. Any indemnification required under this Section shall be made promptly as the liability, loss or expense is incurred or suffered, and such that the indemnification provided by this Section shall be in addition to any other rights to which those indemnified may be entitled under any agreement, as a matter of law or equity.

6.5 Mediation and Arbitration of Dispute Among Members

In any dispute over the provisions of this 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 shall be submitted to binding arbitration in accordance with the rules of the American Arbitration

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MAY 1 2 2023

Association as applied, with a single Arbitrator chosen from, and any necessary hearings held, in the Third Judicial District Anchorage, Alaska. After mediation as agreed by the parties 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 arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. Arbitration decisions shall be determined by the use of Baseball Arbitration concepts wherein each party shall submit its proposed resolution for each issue stated in the dispute and the Arbitrator may choose either party's proposed resolution without modification. 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.

ARTICLE VII
TRANSFERS OF MEMBERSHIP UNITS

THE PROVISIONS OF THIS ARTICLE VII WILL NOT APPLY IF THE COMPANY AND ITS MEMBERS HAVE ENTERED INTO A BUY/SELL AGREEMENT OR LIKE AGREEMENT REGARD THE TRANSFER OF MEMBERSHIP INTERESTS THAT IS THEN IN EFFECT. THE PROVISIONS OF THE BUY/SELL AGREEMENT SHALL SUPERSEDE AND CONTROL IF THERE IS ANY CONFLICT BETWEEN THE PROVISIONS OF BUY/SELL AGREEMENT AND THIS AGREEMENT.

7.1 General

(a) Except as otherwise specifically provided for in this Agreement, no Member shall, except by Unanimous Vote, assign, mortgage, grant a security interest in, or sell all or any part of its Membership Interest, or enter into any agreement as a result of which any other party(s) shall obtain rights to a Membership Interest in the Company, including through a change in legal or beneficial ownership, or which will make it impossible to carry on the affairs of the Company, beyond the initial capital raise for the entity. An assignment, undertaken not in accordance with this Agreement or without prior Unanimous Vote shall not be valid and shall not be recognized by the Company. **Any Transfer of Ownership Interests by a Member will be void and of no effect unless all three of the following conditions are met: (i) the Transfer will not cause the Company's tax elections to terminate; (ii) the transfer of a Membership Interest in the Company shall not cause a dissolution of the Company; and (iii) the Transfer is otherwise specifically permitted under the terms of this Agreement**.

(b) An assignee of a Membership Interest shall be admitted as a Member in the Company only by Unanimous Vote (as defined below). The resolution approved by such vote shall specify whether the Members agree that the permitted assignee shall have all rights as a Member ("Substituted Member"), or simply the rights of an assignee of the Member's Membership Interest ("Interest Assignee"). A Substituted Member shall enjoy all rights and privileges and bear all obligations of a Member under this Agreement. The rights of an Interest Assignee shall be limited only to the right to receive profit and losses and distributions from the Company with respect to the assigned Membership Interest, but shall have no right to exercise any voting rights associated with such assigned Units, as applicable, or to participate in the management of the Company in any form or capacity and shall

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MAY 12 2023

only have a financial interest in the Company which is strictly limited to the right to receive cash, profits, losses and a return of capital upon liquidation that are attributable to the transferred Membership Interest.

(c) In the event that any Member pledges or otherwise encumbers any of its Ownership Interest as security for repayment of a liability, any such pledge or hypothecation shall be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all the terms and conditions of this Article VII, and the pledging Member shall provide notice of such pledge or encumbrance to the Manager.

7.2 Reasonableness

Each Member hereby acknowledges the reasonableness of the restrictions on Transfer of Membership Interests imposed by this Agreement in view of the Company purposes, the requirements the **only Alaska residents may own interests in Cannabis companies**, and the relationship of the Members. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable.

7.3 Right of First Refusal

(a) A Selling Member which desires to sell all or any portion of its Membership Interest to a third-party purchaser including a Member (or the Company) shall obtain from such third-party purchaser ("Third-Party Purchaser") a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor ("Third-Party Offer"). The Selling Member shall give written notification ("Notice of Sale") to the Company and the other Members (the "Remaining Members"), by certified mail or personal delivery, of its intention to so transfer such Ownership Interest (the "Offered Interest"). The Notice of Sale shall be accompanied by a copy of the Third-Party Offer. If any portion of the purchase price offered by such third-party purchaser consists of consideration other than cash or a promissory note ("Noncash Consideration"), then: (i) the Notice of Sale also shall be accompanied by a good faith estimate by the Selling Member of the fair market value of the Noncash Consideration; and (ii) for purposes of Sections 7.3(b) and 7.3(d), the purchase price of the Offered Interest (the "Purchase Price") shall be adjusted as follows:

(1) The Purchase Price shall be decreased by the Noncash Consideration; and

(2) The Purchase Price shall be increased by an amount equal to either: (a) the Selling Member's good faith estimate of the fair market value of the Noncash Consideration ("Seller's Estimate"); or (b) in the discretion of the Members, the appraised fair market value of the Noncash Consideration determined by an independent appraiser selected by the Members in their sole discretion. The Members shall have the sole discretion to choose between the amount determined pursuant to clauses (a) and (b) of this Section 7.3(a)(2). If the appraised fair market value of the Noncash Consideration is not determined within twenty (20) days after the Notice of Sale, then such fair market value shall be equal to the amount of the Seller's Estimate.

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MAY 12 2023

(b) The Remaining Members shall have the option ("Buy Option") to purchase all, but not less than all, of the Offered Interest by exercising such option pursuant to this Section 7.3(b). The Buy Option may be exercised by one or more of the Remaining Members by giving written notification (the "Buy Notice") to the Selling Member, the Company, and the other Remaining Members, specifying the portion of the Offered Interest which he desires to purchase, within thirty (30) days after receiving the Notice of Sale (the "Option Period"). Such delivery shall create an agreement between the Remaining Member delivering the Buy Notice (a "Buying Member") and the Selling Member pursuant to which the Selling Member shall sell to such Buying Member, and such Buying Member shall purchase from the Selling Member, the portion of the Offered Interest allocated to the Buying Member pursuant to Section 7.3(c).

(c) In determining the portion of the Offered Interest to be allocated to each Buying Member, the following rules will apply:

(1) The Offered Interest shall be allocated among the Buying Members as they may agree in writing prior to the expiration of the Option Period;

(2) In the event the Buying Members are unable to so agree within the Option Period, then the portion of the Offered Interest allocated to each Buying Member shall be that proportion of the Offered Interest that the aggregate portion of Ownership Interests owned by him on the first day of the Option period bears to the aggregate portion of Ownership Interests owned by all Buying Members on the first day of the Option period;

(3) If a Buying Member desires to purchase less than the portion of the Offered Interest allocated to him pursuant to Section 7.3(c)(2) above, the portion of the Offered Interest which he does not desire to purchase shall be allocated among the other Buying Members. The portion of the Offered Interest to be allocated to each of the other Buying Members shall be that proportion of the Offered Interest that the aggregate portion of Ownership Interests owned by him on the first day of the Option period bears to the aggregate portion of Ownership Interests owned by all Buying Members on the first day of the Option period; and

(4) The procedure specified in this Section 7.3(c) shall be repeated until the Offered Interest has been allocated among the Buying Members; provided, however, that no Buying Member shall be required to purchase more than the portion of the Offered Interest specified in his Buy Notice.

(d) The Selling Member hereby agrees to sell to one or more of the Buying Members, as the case may be, all, but not less than all, of the Offered Interest which is the subject of the Notice of Sale; provided, however, that the rights and options of the Buying Members hereto to purchase any portion of the Offered Interest, and the Selling Member's obligation to sell any portion of the Offered Interest, are expressly conditioned upon the exercise of the Buy Option in such a manner as to obligate the Buying Members to purchase collectively all of such Offered Interest. If the Buying Members do not exercise the Buy Option in such a manner as to

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MAY 12 2023

obligate themselves to purchase collectively all of the Offered Interest, then the Buy Option granted to the Remaining Members shall be deemed not to have been exercised and the Selling Member may thereafter consummate the sale of the Offered Interest to the Third-Party Purchaser or one or more of its Affiliates upon terms no less favorable than are set forth in the Third-Party Offer; provided, however, if the sale to the Third-Party Purchaser is not completed within ninety (90) days after the expiration of the Option Period, the provisions and restrictions of this Agreement shall again apply to any proposed transfer by the Selling Member of an Ownership Interest owned by him.

(e) If there is at least one Buying Member: (i) the Buying Members shall designate the time, date, and place of closing, provided that the date of closing shall be within thirty (30) days after the receipt of the Buy Notice; and (ii) at the closing, the Buying Members shall purchase, and the Selling Member shall sell, the Offered Interest for an amount equal to the Purchase Price (as modified in accordance with Sections 7.3(a)(1) and 7.3(a)(2) and in accordance with such other terms and conditions set forth in the Third-Party Offer.

(f) A sale of an Offered Interest, pursuant to this Section 7.3, shall be subject to Sections 7.4 and 7.5.

(g) If there are no Buying Members, the Buy Option shall terminate and at any time within ninety (90) days following the expiration of the Option Period, the Selling Member shall be entitled to consummate the sale of the Offered Interest to the Third-Party Purchaser upon terms no less favorable than are set forth in the Third-Party Offer.

7.4 Transferee Not Member in Absence of Consent

(a) Except as provided in this Section 7.4(a), if the remaining Members do not approve by written consent the proposed Transfer of the Transferring Member's Membership Interest to a transferee which is not a Member immediately prior to the sale, then the proposed transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. Such transferee shall be merely an economic interest owner, an Interest Assignee. No Transfer of all Member's Membership Interest shall be effective unless and until written notice (including the name and address of the proposed transferee and the date of such transfer) has been provided to the Company and the non-transferring Members.

(b) Upon and contemporaneously with any sale or gift of an Equity Owner's Membership Interest, the Transferring Member shall cease to have any residual rights associated with the Membership Interest transferred to the transferee.

7.5 Additional Conditions to recognition of Transferee

(a) If a Transferring Member transfers a Membership Interest to a Person who is not already a Member or Creditor, as a condition to recognizing one or more of the effectiveness and binding nature of such Transfer (subject to Section 7.3), the remaining Members may require the Transferring Member and the proposed

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MAY 12 2023

successor-in-interest to execute, acknowledge and deliver to the Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Members may deem necessary or desirable to accomplish anyone or more of the following:

(1) constitute such successor-in-interest as a Member;

(2) confirm that the proposed successor-in-interest as an Economic Interest Owner, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or will merely be an Economic Interest Owner);

(3) preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business; and

(5) assure compliance with any applicable state and federal laws, including securities laws and regulations, and rules of professional conduct.

(b) The Transferring Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any Transfer or purported Transfer in violation of this Article VII.

7.6 Death of a Member or Member Loss of Alaska Residency: Mandatory Purchase

Upon the death of a Member, the Company shall purchase, and the personal representative, or other legal representative of the deceased Member shall sell, all of the Membership Units held by the estate, or personal representative (or other successor in interest) of the deceased Member according to the terms of this Section. The purchase price for any Membership Units subject to purchase and sale under this Section shall be equal to the proportionate share of their Value, as defined in Section 7.12 of this Agreement and shall be payable pursuant to the terms of Section 7.13.

Upon the loss of Alaska residency of a Member, the Company shall purchase, and the Member shall sell, all of the Membership Units held by the Member according to the terms of this Section. The purchase price for any Membership Units subject to purchase and sale under this Section shall be equal to **60%** of the Fair Market Value determined pursuant to Section 7.12. The purchase and sale of the Removed Member's Membership Units shall be conducted according to Section 7.13.

7.7 Disability of Member: Option to Purchase

Upon the Disability of a Member, the Company shall have the continuing option to purchase, and upon exercise of such option the Member or his or her guardian, personal representative, or other legal representative of the Disabled Member shall sell, all of the Membership Units held by (or for the benefit of) the Disabled Member, according to the terms of

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this Section. The purchase price for any Membership Units subject to purchase and sale under this Section shall be equal to the proportionate share of their Value, as defined in Section 7.12 of this Agreement and shall be payable pursuant to the terms of Section 7.13.

(a) Total "Disability." For purposes of this Agreement, "Disability" or "disabled" means: (i) the determination by any insurance company that the Member is totally disabled, in which case the date of the disability shall be deemed to begin the day the insurance company makes the determination; or (ii) that the Member has missed 60 days of work during any consecutive twelve month period due to his or her inability to perform the professional services regularly and historically performed by him or her; or (iii) that a Member has been assessed by a physician that has provided a written opinion to the effect that a Member has incurred a mental or physical condition that can reasonably be expected to prevent such Member from carrying out the Member's material duties for the Company for a period of 60 days or longer from the date of such opinion. The physician appointed by the Company shall make the final determination with regard to whether or not the Member is disabled.

In the event a Disability exists, it shall be deemed to have occurred on the earlier of: (x) the determination by the insurance company; (y) the first day after the Member's 60th day of absence from work; or (z) the day the final determination made by the physician has been delivered to the Company in writing.

(b) Authorization of Medical Information. All Members of the Company irrevocably consent to the release by any health care provider of medical information to the extent necessary to make the determination required by this section. The authority to disclose and release information includes any confidential medical information as such is defined or governed by HIPAA (42 USC 1320d and 45 CFR 160-164) insofar as that disclosure would be relevant to any such inquiry.

Each Member hereby covenants and agrees to cooperate with any physician so designated by the Company to determine whether such Member has suffered a disability, provided that any physician so designated shall consult with any physician designated by, or on behalf of, the Member (*e.g.*, or the Member's conservator, guardian, or attorney-in-fact).

7.8 Defiant Member

(a) "Defiant." A Member ("Defiant Member") shall be in default and be immediately deemed a Defiant Member under this Agreement upon the occurrence of any of the following events:

(1) If that Member makes an assignment for the benefit of creditors or applies for the appointment of a trustee, liquidator or receiver of any part of his or her assets (including his or her Membership Units) or commences any proceedings relating to such Member under any federal or state law relating to bankruptcy, insolvency, reorganization (as they relate to bankruptcy) or similar laws;

(2) If a proceeding is commenced against the Member relating to the appointment of a trustee, liquidator or receiver or pursuant to any proceedings

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under any federal or state law relating to bankruptcy, insolvency, reorganization (as they relate to bankruptcy) or similar laws, which proceeding is not dismissed within 90 days after the filing of such proceeding;

(3) If that Member's Membership Units become the subject of any attachment, levy, execution or other judicial seizure;

(4) If that Member fails to contribute capital to the Company as required under the terms of the Company's Subscription Agreement executed by the Member;

(5) If that Member transfers the Member's Membership Units in violation of any section of this Agreement;

(6) If that Member breaches or fails to perform any other provision of this Agreement

(b) Defiant: Mandatory Purchase. Upon any Member becoming a Defiant Member, the Company shall: (i) purchase, and the Defiant Member shall sell, all of the Membership Units of the Defiant Member; and/or (ii) pursue any remedy arising out of this Agreement at law or in equity against the Defiant Member. In the event any Member becomes a Defiant Member, the Company shall have a continuing option to purchase from the Defiant Member all or any portion of the Membership Units held by the Defiant Member or any transferee of the Defiant Member (the "Default Membership Units") according to the terms of this Section. In the event a Member becomes a Defiant Member, the Company shall buy, and the Defiant Member shall sell, the Defiant Member's Membership Units at a price equal to **70%** of the Fair Market Value determined pursuant to Section 7.12. The purchase and sale of the Defiant Member's Membership Units shall be conducted according to Section 7.13.

7.9 Divorce: Option to Purchase.

The Company shall have a continuing option to purchase a Member's Membership Units if that Member (a "Divorcing Member") makes any disposition or proposed disposition of any Membership Units of the Company pursuant to a property settlement agreement or by court decree in connection with any divorce, marriage dissolution, or separation proceeding. The option set forth in this Section may be exercised only with the unanimous approval of the Remaining Members (without the vote of the Divorcing Member), and by delivery of written notice to the Divorcing Member. The date of execution of a property settlement agreement or entry of a court order, whichever is earlier, shall be deemed to be the date of disposition, and the date upon which the Member becomes subject to the option set forth in this Section. The Divorcing Member shall sell his or her Membership Units according to the terms of this Section. In the event a married couple owns Membership Units in the Company, the terms of this Section shall apply to both Members (e.g. any determination with regard to exercising the option set forth in this Section shall be determined without regard to either of their Membership Units). The purchase price for any Membership Units subject to purchase and sale under this Section shall be equal to the proportionate share of their Value, as defined in Section 7.12 of this Agreement and shall be payable pursuant to the terms of Section 7.13.

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7.10 Removal of Member: Option to Purchase

The Company shall have the option (the "Company Purchase Option"), at any time, and for any reason (including without limitation termination of employment) or no reason, to purchase the Membership Units of any Member (a "Removed Member") upon the unanimous approval of the Remaining Members (without the vote of the Removed Member). The Company Purchase Option may be exercised by the Company providing written notice of exercise to the Removed Member. The Company Purchase Option shall result in the termination of the Removed Member's employment with the Company, which may occur immediately in the sole discretion of the Company. The date of termination shall be set forth in the notice of exercise, and the Company shall buy, and the Removed Member shall sell his or her Membership Units according to the terms of this Section. In the event a Removed Member is subject to the Company Purchase Option, the Company shall buy, and the Removed Member shall sell, the Removed Member's Membership Units at a price equal to **80%** of the Fair Market Value determined pursuant to Section 7.12. The purchase and sale of the Removed Member's Membership Units shall be conducted according to Section 7.13.

7.11 Terms of Option to Purchase

(a) Offered Interests. Any Membership Units subject to purchase and sale under the terms of this Agreement shall be known as the, "Offered Membership Units." Any Member obligated to sell his or her Membership Units under the terms of the foregoing Sections shall be known as a "Selling Member."

(b) Company's Option. The Company shall have 60 days from the day it receives notice (the "Notice Date") that the Offered Membership Units are subject to purchase and sale to elect to purchase part or all of the Offered Membership Units by delivering written notice of exercise to the Selling Member.

7.12 Value of Membership Units

The "Value" of the Membership Units shall be their proportionate share of the "fair value" of the Company determined by the Members from time to time by agreement at the Company's annual meeting. In the event three or more years have elapsed without the Members determining the Value of the Company, the Value of the Company shall be determined by appraisal. In the event the Company's Value is determined by appraisal, the Company shall engage a Senior Appraiser of the American Society of Appraisers using the Business Standards of the American Society of Appraisers, disregarding any discounts for lack of marketability, control, or similar discounts. In the event an appraisal is necessary to determine the Value, the Company shall pay for the appraisal as long as the event causing the purchase and sale of the Membership Units concerns only current Members of the Company. In the event a new Member is buying into the Company, the new Member shall pay for the appraisal.

The Company's option periods and any closing on the purchase and sale of Offered Membership Units shall be suspended during any delay to determine the Value.

7.13 Payment Terms

(a) Closing. The closing of a purchase and sale of Offered Membership Units under this Agreement shall occur within ninety (90) days after the event giving rise to the purchase and sale occurs.

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(b) Payment. The Remaining Member or Company shall pay the purchase price by delivering a fully recourse promissory note (the "Note") to the selling Member. The Note shall be amortized over 5 years with equal monthly payments of principal and interest. The first such payment shall be due on the first monthly anniversary of the closing and each subsequent payment shall be made on each monthly anniversary thereafter. Each payment made under the Note shall be applied first against any costs of collection, then against accrued interest, and then against principal. The Note may be prepaid without penalty. The Note shall be secured by a Security Agreement and UCC Financing Statement noting the Offered Membership Units as security. Any payment due under the Note shall be suspended during any period of time the Company is insolvent or unable to pay its debts in the ordinary course of business.

(c) Interest. Interest shall accrue on the purchase price of any Membership Units from the date of closing until the purchase price is paid in full, at a per annum rate equal to the Applicable Federal Rate, as determined by reference to IRC §1274.

(d) Right to Set Off. In the event the Company purchases a Member's Membership Units pursuant to this Agreement, the Company may set off against the purchase price for the Membership Units any indebtedness owed to the Company by the Member or his estate, whether or not the indebtedness is then due.

7.14 Insurance

The Company may, but is not required, to purchase and maintain life or disability buy-out insurance on any Member and each Member shall cooperate with the Company in obtaining insurance. The type and amount of such insurance shall be determined by the Members of the Company.

ARTICLE VIII
DISSOLUTION

8.1 Dissolution

The Company shall be dissolved only upon the required affirmative vote of the Members.

8.2 Distribution Upon Dissolution

In the event the Company is dissolved, the Company's affairs shall be wound up as expeditiously as possible, and the property of the Company shall be sold or distributed after the Company makes reasonable provisions to pay any outstanding claims and obligations. After taking into account the allocation of profit, loss, gain, and deduction of the Company, the assets of the Company shall be applied in the following order of priority:

(a) To debts, liabilities and expenses of the Company owing to creditors, including Members who are creditors, to the extent otherwise permitted by law; and then

(b) To any Members to the extent of any positive balances in their capital accounts; and then

(c) To the Members, pro rata, based on their respective Membership Percentages.

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Any Company property distributed to the Members shall be treated as having been sold for its fair market value prior to distribution, and the deemed cash proceeds distributed to the Member or Members.

ARTICLE IX
ACCOUNTING, BOOKS, AND RECORDS

9.1 Financial Information

The books and records of the Company shall be maintained on a calendar year basis. The Company shall cause income tax returns for the Company to be delivered to each Member following the close of the Company's taxable year. Members may request additional periodic financial reports at any time and upon reasonable notice.

9.2 Tax Returns and Elections

The Members agree that the Company shall be treated as a Tax Partnerships under Subchapter K of the Internal Revenue Code. The Members may make an election to adjust the basis of the assets of the Company for federal income tax purposes in accordance with Code Section 754, in the event of a distribution of Company cash or property as described in Code Section 734, or a transfer by any Member of his Membership Units in the Company as described in Code Section 743. The Members may make such other elections for federal, state, local or foreign tax purposes as they deem necessary or desirable to carry out the business of the Company or the purposes of this Agreement.

The Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Fiscal Year. All elections permitted to be made by the Company under federal or state laws shall be made by the Members in their sole discretion; provided, however, that the Treasurer shall make any tax election requested by Members owning a Majority Interest.

Within sixty (60) days after the end of each tax year of the Company, a copy of the Company's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the Company, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. As this Company 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 Company.

9.3 Interest on Return of Capital Contributions

No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein. 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.

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9.4 Accounting Principles

For financial reporting purposes, the Company shall use generally accepted accounting principles applied on a consistent basis using the accounting method determined by the Members, unless the Company is required to use a different method of accounting for federal income tax purposes, in which case that method of accounting shall be the Company's method of accounting.

The books and records of the Company shall be maintained on a calendar year basis. The Company shall cause income tax returns for the Company to be delivered to each Member following the close of the Company's taxable year. Members may request additional periodic financial reports at any time and upon reasonable notice.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Notices

Any notice, demand, or communication required or permitted under this Agreement shall be deemed to have been duly given if delivered personally to the party to whom directed or, if e-mailed or faxed, mailed by registered or certified mail, postage and charges prepaid, and addressed: (a) if to a Member, to the Member's address specified on the attached Schedule A or to the most current address in the Company's records for such Member, and (b) if to the Company, to its principal office. Any such notice shall be deemed to be given when personally delivered, upon electronically confirmed transmission, or, if mailed, three (3) business days after the date of mailing.

10.2 Waivers

The waiver by a party of any act required by another party to or provision of this Agreement shall not constitute the waiver of any future act or provision of this Agreement.

10.3 Amendments

This Agreement may be amended only in writing with the required affirmative vote of the Members.

10.4 Rights and Remedies

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. These rights and remedies are given in addition to any other rights, other than the right of partition, the parties may have by law, statute, ordinance or otherwise.

10.5 Severability

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.

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10.6 Heirs, Successors and Assigns

Each of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

10.7 Creditors

None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party or creditors of either a Member or the Company.

10.8 Attorneys' Fees

In the event of a dispute between the Members arising out of this Agreement which is arbitrated or litigated, the non-prevailing party shall pay the reasonable costs and attorneys' fees of the prevailing party.

10.9 Withdrawal

Except as provided in this Agreement, no Member may withdraw from the Company without the affirmative vote of the remaining Members.

10.10 Investment Intent

Each Member hereby warrants that the Member has acquired or is acquiring the Membership Units for purposes of investment only, for the Member's own account and not with the view to resell or to distribute the all or any part of the Membership Units, and that no other person or entity has any interest in the Membership Units or in the rights of the Member under this Agreement.

10.11 Relationship of Operating Agreement to Articles of Organization

If a provision of this Agreement differs from a provision of the articles of organization, then, to the maximum extent allowed by law, this Agreement will govern.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, including by facsimile signature, with the same effect as if all the parties to this Agreement had signed the same counterpart.

10.13 Records and Reports

1.2 At the expense of the Company, the Manager shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep at its principal business address a copy of all proceedings of Member meetings, as well as books of account of the Company's financial transactions. A list of the names and addresses of the current membership of the Company 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 Company. At a minimum the Company shall keep at its principal place of business the following records:

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(a) A current list of the full name and last known business, residence, or mailing address of each Member, both past and present;

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

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any;

(d) Copies of the Company's currently effective written Agreement, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the three (3) most recent Fiscal Years;

(e) Minutes of every annual, special, and court-ordered meeting; and

(f) Any written consents obtained from members for actions taken by Members without a meeting.

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 Company 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 Company upon reasonable notice to the Company. Copying of the Company's records by Members is allowed but copying costs shall be paid for by the requesting Member.

10.14 Counsel

The law firm of Manley & Brautigam P.C. is legal counsel to the Company and Creditors and has and continues to act in such capacity at the request of the Company on various matters. Because of the potential for conflicts of interest, all Members should not rely on the firm of Manley & Brautigam P.C. or Francis Steven Mahoney to represent and protect their personal interests in connection with any matters that are or could be adverse to the interests of the Company. Members are urged to consult with their own legal and tax advisors in connection with any such matters. Members explicitly indemnify and hold Manley & Brautigam PC and its attorneys harmless from any costs and all liabilities, claims or damages associated with the drafting of this Agreement. Manley & Brautigam P.C. has provided no counsel, advice, or direction with regard to the securities or investments associated with this Company or this Agreement.

10.15 Investment Representations.

(a) The undersigned Members, if any, understand (1) that the Membership Interests evidenced by this Agreement have not been registered under the Securities Act of 1933, the Alaska Uniform Securities Act, The Alaska Securities Act or any other state securities laws (the "Securities Acts") because the Company is issuing these Membership Interests in reliance upon the exemptions from the registration requirements of the Securities Acts providing for issuance of securities not involving a public offering; (2) that the Company has relied upon the fact that the Membership Interests are to be held by each Member for investment; and (3) that exemption from registrations under the Securities Acts would not be available if

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the Membership Interests were acquired by an Member with a view to Distribution. Accordingly, each Member hereby confirms to the Company that such Member is acquiring the Membership Interests for such own Member's account, for investment and not with a view to the resale or Distribution thereof. Each Member agrees not to transfer, sell or offer for sale any portion of the Membership Interests unless there is an effective registration or other qualification relating thereto under the Securities Act of 1933 and under any applicable state securities laws or unless the holder of Membership Interests delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Act and applicable state securities laws is not required in connection with such transfer, offer or sale. Each Member understands that the Company is under no obligation to register the Membership Interests or to assist such Member in complying with any exemption from registration under the Securities Acts if such Member should at a later date, wish to dispose of the Membership Interest. Furthermore, each Member realizes that the Membership Interests are unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "affiliate" of the Company and the Membership Interest has been beneficially owned and fully paid for by such Member for at least three years.

(b) Each Member, prior to acquiring an Membership Interest, has made an investigation of the Company and its business, and the Company has made available to each Member, all information with respect to the Company which such Member needs to make an informed decision to acquire the Membership Interest. Each Member has relied on its own tax and legal advisors in connection with such Member's decision to acquire an Membership Interest. Each Member considers himself, herself or itself to be a person possessing experience and sophistication as an investor that are adequate for the evaluation of the merits and risks of such Member's' investment in the Membership Interest.

10.16 Schedules

Schedule A, Members, is attached to and by this reference made part of this Agreement.
Schedule A, Creditors, is attached to and by this reference made part of this Agreement.

///SIGNATURES ON FOLLOWING PAGE////

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The undersigned hereby agree, acknowledge and certify that the foregoing Amended Operating Agreement, consisting of 32 pages, excluding the Table of Contents and attached Exhibits, constitutes the Agreement of Blüm, LLC, adopted by the Company and its Members as of July 1, 2021.

MEMBERS:

Laura Cameron
Laura Cameron (May 11, 2023 14:47 AKDT)

By: Laura Cameron

Rudolp Steve Kula III
Rudolp Steve Kula III (May 11, 2023 11:24 AKDT)

By:

Rudolph S Jula Jr
Rudolph S Jula Jr (May 11, 2023 11:17 AKDT)

By:

Jason Wooten

By:

Adam Heafner
Adam Heafner (May 11, 2023 11:31 AKDT)

By:

COMPANY:

Laura Cameron
Laura Cameron (May 11, 2023 14:47 AKDT)

By: Laura Cameron
Its: Manager

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SCHEDULE A
MEMBERS AND CONTRIBUTIONS

Member	Capital Contribution	Date	Membership Units	Membership Percentage
Laura Cameron	$1,000	6/1/2019	7,000	70%
Rudolph Kula Sr		6/1/2019	500	5%
Rudolf Kula Jr		6/1/2019	500	5%
Jason Wooten		7/28/2021	1,000	10%
Adam Heafner		7/28/2021	1,000	10%
Total			10,000	100%

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EXHIBIT B
CREDITORS

	CREDITOR		
	Name and Address of Creditor		
	Francis Mahoney	$200,000.00	

SCHEDULE B: CREDITORS

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Blüm, LLC

2021-07-28 Amended Operating Agreement

Final Audit Report 2023-05-11

Created:	2023-05-11
By:	Maria Martinez (maria@mb-lawyers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIRFTWWxMnmqK5YD2cyB1wqxfssa7Gjpl

"2021-07-28 Amended Operating Agreement" History

Document created by Maria Martinez (maria@mb-lawyers.com)
2023-05-11 - 7:04:13 PM GMT

Document emailed to sonny.kula66@gmail.com for signature
2023-05-11 - 7:08:56 PM GMT

Document emailed to skipkula@gci.net for signature
2023-05-11 - 7:08:56 PM GMT

Document emailed to Jason Wooten (jason@firstrateak.com) for signature
2023-05-11 - 7:08:56 PM GMT

Document emailed to adamh@firstrateak.com for signature
2023-05-11 - 7:08:56 PM GMT

Document emailed to laura@aurorablum.com for signature
2023-05-11 - 7:08:57 PM GMT

Email viewed by skipkula@gci.net
2023-05-11 - 7:13:54 PM GMT

Email viewed by sonny.kula66@gmail.com
2023-05-11 - 7:17:12 PM GMT

Signer skipkula@gci.net entered name at signing as Rudolph S Jula Jr
2023-05-11 - 7:17:30 PM GMT

Document e-signed by Rudolph S Jula Jr (skipkula@gci.net)
Signature Date: 2023-05-11 - 7:17:32 PM GMT - Time Source: server

Signer sonny.kula66@gmail.com entered name at signing as Rudolp Steve Kula III
2023-05-11 - 7:24:18 PM GMT

Adobe Acrobat Sign

Document e-signed by Rudolp Steve Kula III (sonny.kula66@gmail.com)
Signature Date: 2023-05-11 - 7:24:20 PM GMT - Time Source: server

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2023-05-11 - 7:29:26 PM GMT

Document e-signed by Jason Wooten (jason@firstrateak.com)
Signature Date: 2023-05-11 - 7:29:38 PM GMT - Time Source: server

Email viewed by adamh@firstrateak.com
2023-05-11 - 7:31:14 PM GMT

Signer adamh@firstrateak.com entered name at signing as Adam Heafner
2023-05-11 - 7:31:29 PM GMT

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Signature Date: 2023-05-11 - 7:31:31 PM GMT - Time Source: server

Email viewed by laura@aurorablum.com
2023-05-11 - 10:46:43 PM GMT

Signer laura@aurorablum.com entered name at signing as Laura Cameron
2023-05-11 - 10:47:13 PM GMT

Document e-signed by Laura Cameron (laura@aurorablum.com)
Signature Date: 2023-05-11 - 10:47:15 PM GMT - Time Source: server

Agreement completed.
2023-05-11 - 10:47:15 PM GMT