Department of Commerce, Community, and Economic Development
CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Tundra Terps, LLC

Entity Type: Limited Liability Company

Entity #: 10214390

Status: Good Standing

AK Formed Date: 11/22/2022

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: N/A File Initial Report

Entity Mailing Address: PMB 469, 3060 N LAZYEIGHT CT., 2, WASILLA, AK 99654

Entity Physical Address: 12521 W WESTEN DR., HOUSTON, AK 99694

Registered Agent

Agent Name: sage wear

Registered Mailing Address: PMB 469, 3060 N LAZYEIGHT CT. 2, WASILLA, AK 99654

Registered Physical Address: PMB 469, 3060 N LAZYEIGHT CT., 2, WASILLA, AK 99654

Officials

Show Former (None on file)

AK Entity #	Name	Titles	Owned
	Sage Wear	Organizer	

Filed Documents

AMCO Received 12/15/

Date Filed	Type	Filing	Certificate
11/22/2022	Creation Filing	Click to View	Click to View

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AMCO Received 12/15/

Alaska Entity #10214390

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

Certificate of Organization

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

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

Tundra Terps, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **November 22, 2022**.

Julie Sande
Commissioner

AMCO Received 12/15/

Alaska Business License # **2169289**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

Tundra Terps

pmb 469, 3060 N lazyeight ct. 2, Wasilla, AK 99654

owned by

Tundra Terps, LLC

is licensed by the department to conduct business for the period

November 22, 2022 to December 31, 2024
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner

AMCO Received 12/15/

Tundra Terps
pmb 469, 3060 N lazyeight ct. 2
Wasilla, AK 99654

AMCO Received 12/15/

OPERATING AGREEMENT OF Tundra Terps, LLC

This Operating Agreement is made and adopted effective Tuesday, 25 July 2023 by Tundra Terps, LLC, a limited liability company organized under the laws of Alaska (the Company) and Sage Wear, its sole member (the Member).

ARTICLE I - ORGANIZATION

Section 1.1 – Company Formation and Duration. The Company has been organized as a limited liability company managed by its members. The Company shall commence on the date of filing of the Articles of Organization and shall exist until the Company dissolves and its affairs are wound up in accordance with this Operating Agreement or applicable law.

Section 1.2 – Single Member. The Member is the sole member of the Company, and is the only person having rights in the Company, including, but not limited to, the right to receive distributions of the Company's assets and the right to vote and manage Company affairs.

Section 1.3 – Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs.

Section 1.4 – Amendment; Entire Agreement. This Operating Agreement may be amended at any time by the Member, for any reason. This Operating Agreement, as may be amended, constitutes the entire agreement between the Member and Company with respect to the subject matter hereof.

ARTICLE II – MANAGEMENT AND VOTING

Section 2.1 – Member Management. The Company shall be managed solely by the Member, who may be known as and hold whatever title(s) the Member chooses.

Section 2.2 – Voting. The Member is entitled to 1 vote on each matter submitted to a vote. Any and all Company actions or decisions shall require an affirmative vote of the Member.

Section 2.3 – Member Authority. The Member has the sole power and authority, on behalf of the Company, to carry out the Company's business and affairs, including, without limitation, the sole power and authority to acquire, encumber, or convey real or personal property from any source and through any means; engage in any financial transactions on behalf of the Company, including opening, maintaining, or closing

accounts, borrowing money, or the like; entering into contracts on behalf of the Company; commence, prosecute, or defend any legal proceedings in the Company's name; and carry on any other business or affairs of the Company not specifically provided herein, that is not in contravention of applicable law.

Section 2.4 – Indemnification. Unless otherwise provided by law, the Member is not liable for the acts, debts, or obligations of the Company. The Company shall indemnify, defend, and hold the Member harmless from and against any losses, claims, costs, damages, and liabilities, including, without limitation, judgments, fines, amounts paid in settlement, and expenses incurred by the Member in any civil, criminal, or investigative proceeding in which he or she is involved or threatened to be involved by reason of the Member's membership in or management of the Company.

ARTICLE III – CAPITAL CONTRIBUTIONS

Section 3.1 – Capital Contributions. The Member has made or will make an initial contribution to the capital of the Company, as set forth in Company records. If the Member determines that additional funds are needed for the working capital of the Company, the Member may contribute additional capital.

ARTICLE IV –DISTRIBUTIONS

Section 4.1 – Allocations and Distributions. Any and all profits and losses shall be allocated to the Member. Distributions may be made to the Member as determined by the Member unless otherwise provided by applicable law.

ARTICLE V – MEMBERSHIP CHANGES

Section 5.1 – New Members. The Member may by majority vote admit new member in the Company and issue additional membership interests to new members. Any new members shall, before being admitted and as a condition to admission, execute any document or documents required by the Company, agree to be and become a member of the Company, and agree to be bound by the terms of the Company Operating Agreement, which shall be amended by the Member prior to the admission of any new members to include terms and conditions suitable for a multi-member limited liability company.

Section 5.2 –Transfers. The Member may voluntarily sell, transfer, assign, encumber, pledge, convey, or otherwise dispose of part or all of Member's membership interest in Company, and in such instance, the transferee is automatically admitted as a new member, subject to Section 5.1.

ARTICLE VI – DISSOLUTION

Section 6.1 – Dissolution. The Company shall dissolve and its affairs shall be wound up on the consent of the Member. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed in a manner consistent with applicable law.

THE COMPANY:

Sage Wear

Tundra Terps, LLC
By: Sage Wear
Its: Sole Member

Sage Wear

Sage Wear
Dated: 7/25/2023