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Operating Agreement

Of

K & C Enterprises, LLC.

This Operating Agreement (this "Agreement" or Operating Agreement is made and entered into effectiveness as of the 17th, day of February, 2022, buy and between the Members of K & C Enterprises, LLC. This Operating agreement supersedes any prior operating agreement.

Recitals

A. K & C Enterprises, LLC, a limited liability company (the "Company"), was formed effective Feberuary 17th, 2022, for the purposes of transacting any or all lawful business for which a limited liability company may be organized under the laws of the State of Alaska.

B. The company shall be managed by its manager to be elected by the LLC's member(s). Chad Ragsdale will serve as the manager of this limited liability company.

Article I

Organizational Matters

1.1 Formation. The company has been formed as a limited liability company pursuant to the provisions of the Act (as hereinafter defined). The rights and obligations of the Members and the affairs of the company shall be governed- first by the Mandatory Provisions of the Act; second, by the Company's Articles of Organization; third, by this Agreement; and fourth, by the Optional Provisions of the Act. In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence.

1.2 Name. The name of the Company shall be "K & C Enterprises dba Dreaming Tree ,LLC".

1.3 Principle Office. Principle offices will be located at 905 S Vicki Way, Wasilla, AK 99654, until further notice or action of the Members. The name and the address of the registered agent is Chad Ragsdale, located at 2490 S Paddock Dr, Wasilla AK, 99654. The Company may change its registered agent and/or the address of the Manager. The Company may also maintain offices at such other places or places as the manager deems advisable.

1.4 Term. The Company shall commence upon the filing for record of the Company's Articles of Incorporation with the Office of the Secretary of State of Alaska, and shall continue indefinitely, unless sooner terminated as herein provided.

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Article II

Definitions

2.1 Definitions. A capitalized term used in the Agreement and not otherwise defined herein shall have the meaning, if any, assigned to the capitalized term in this Article II.

2.1.1 Act. The term "Act" means the Alaska Limited Liability Company Act, AS 10.50, as amended from time to tome and any successor statute.

2.1.2 Additional Capital Contributions. The term "Additional Capital Contributions" has the meaning assigned to the term in Section 3.2.

2.1.3 Adjusted Capital Account. The term "Adjusted Capital Account" means, with respect to any Member at any time, such Member's Capital Account at such time (i) increased by the sum of (a) the amount of such Member's share of partnership minimum gain (as defined in Regulations Section 1.704 2 (g)(1); (b) the amount of such Member's share of the minimum gain attributable to a partner nonrecourse debt; (c) the amount of the deficit balance in such Member's Capital Account while such Member is obligated to retore, if any; and (ii) decreased by reasonably-expected adjustments, allocations, and distributions described in Regulations Section 1.704-1(b) (2) (ii) (d) (4), (5) and (6).

2.1.4 Affiliate. The term "Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. As used in Section 2.1.4, the term "control" means either (a) the possession, directly or indirectly, of the power to direct or to cause the direction of the management of the affairs of a Person or the conduct of the business of a Person; or (b) the holding of a direct or indirect equity or voting interest of fifty percent or more in the Person.

2.1.5 Articles. The term "Articles' means the Articles of Organization of K & C Enterprises dba Dreaming Tree, LLC, filed with the Corporations Section, State of Alaska on 17th, day of February, 2022, as amended from time to time.

2.1.6. Assignee. The term "Assignee" means a Person to whom a Membership Interest has been assigned or transferred in accordance with this Agreement, but who has not become a Substitute Member.

2.1.7 Capital Account. The term "Capital Account" means the account established on the books of the Company pursuant to Section 3.3.

2.1.8 Capital Contribution. The term "Capital Contribution' means the sum of (a) the total amount of cash; and (b) the grand total agreed fair market value of property contributed to the Company by a Member (or the predecessor holder of any Membership Interest of that Member) (net of any liabilities secured by any contributed property that the Company is considered to assume or take subject to Code Section 752).

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2.1.9 Cash Available for Distribution. The term "Cash Available for Distribution" means, with respect to any Company Fiscal Period (and with respect to individual Transaction, to the extent provided on a Transaction Schedule), all cash receipts of the Company during such Fiscal Period (other than contributions to Company capital or the proceeds of indebtedness used or to be used in the operation of the Company's business), less (a) all Company cash disbursements during such Fiscal Period as the manager shall in its sole discretion decide are necessary for the conduct of Company's business; and (b) such reserves established by the Manager in its sole discretion during Fiscal Period for improvements, replacements, or repairs to Company properties or for anticipated Company expense or debt repayments. Cash Available for Distribution shall also include any other Company funds, including, without limitation, any amounts previously set aside as reserves by the Manager, no longer deemed by the Manager necessity for the conduct of the Company's business.

2.1.10 Code the term "Code" means the Internal Revenue Code of 1986.

2.1.11 Company Property. The term "Company Property" means all property owned, leased, or acquired by the Company from time to time.

2.1.12 Deadlock. The term "Deadlock" has the meaning assigned to that term in Section 10.8.

2.1.13 Disqualified Member. The term "Disqualified Member" has the meaning assigned to that term in Section 12.1.

2.1.14 Event of Dissolution. The term "Event of Dissolution" has the meaning assigned to that term in Section 12.2.

2.1.15 Fiscal Period. The term "Fiscal Period" has the meaning assigned to that term in Section 8.3.

2.1.16 Initial Capital Contributions. The term "Initial Capital Contributions" has the meaning assigned to that term in Section 3.1.

2.1.17 Interest. The term "Interest" or "Membership Interest" shall mean, when used with reference to any person, the entire ownership interest of such person in income, gains, losses, deductions, tax credits, distributions, and Company assets, and all other rights and obligations of such person under the terms and provisions of this Agreement and the Act.

2.1.18 Manager. The term "Manager" means the person to be elected, or any substitute, replacement, or permitted transferee hereunder.

2.1.19 Mandatory Provisions of the Act. The terms "Mandatory Provisions of the Act" means provisions of the Act that may not be waived by the Members.

2.1.20 Member. The term "member" means a Person with a Membership Interest in the Company. Member can be a Substitute Member, but does not include an Assignee(s).

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2.1.21 Minimum Distribution. The term "Minimum Distribution" means an amount equal to the amount of Profit allocated to such Member pursuant to Sections 4.2, 4.3, and 4.4 for such Fiscal Period multiplied by the combined maximum individual federal income tax rates.

2.1.22 Opinion of Counsel. The term "Opinion of Counsel" means a written opinion of the counsel serving as regular counsel to the Company.

2.1.23 Optional Provisions of the Act. The term "Optional Provisions of the Act" means the provisions of the Act that may be waived by the Members.

2.1.24 Original Member. The term "Original Member" means each original member(s) of K & C Enterprises dba Dreaming Tree, LLC.

2.1.25 Percentage Interest. The term "Percentage Interest" means, as to any Member, such Member's interest in the Profits and Losses of the Company, as set forth in exhibit "A" hereto, and subsequently adjusted pursuant to the terms of this Agreement.

2.1.26 Person. The term "Person" means a natural person, partnership, domestic or foreign limited partnership, domestic or foreign limited liability company, domestic or foreign corporation, trust, estate, association, and other business entity.

2.1.27 Profit and Loss. The term "Profit" and the term "Loss" means amount equal to the taxable income of the Company or the taxable loss of the Company (including any capital loss) for each taxable year, determined in accordance with Code Section 703(a) as reflected on the tax return prepared by the regular outside accounting firm engaged by the Company. For purposes of the determination in accordance with Code Section 703 (a) (1) shall be included in a taxable income or taxable loss, with the following adjustments:

(a) Any income of the Company described in Code Section 705 (a) (1) (B) or treated as Section 705 (a) (2) (B) expenditures pursuant to Regulations Section 1.704-1 (b) (2) (iv) (i) and not otherwise taken into account shall be subtracted from taxable income or added to such taxable loss, as the case may be.

(b) Any expenditures of the Company described in Code Section 705 (a) (2) (B) or treated as Section 705 (a) (2) (B) expenditures pursuant to Regulations Section 1.704-1 (b) (2) (iv) (i) and not otherwise taken into account shall be subtracted from taxable income or added to such taxable loss as the case may be;

(c) In the event the value at which any Company asset is reflected in Capital Accounts is adjusted pursuant to Regulation Section 1.704-1 (b) (2) (iv) (i) (f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset;

(d) Gain or loss resulting from any disposition of an asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the value at which the asset disposed of its property reflected in the Capital Accounts of the Members pursuant to Regulations Section 1.704-1 (b) (2) (iv);

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(e) In lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account depreciations, cost recovery, or amortization computed in accordance with Regulations Section 1.704-1 (b) (2) (iv) (g) (3).

2.1.28 Selling Member. The term "Selling Member" has the meaning assigned to that term in Section 10.1.

2.1.29 Substitute Member. The term "Substitute Member" means an Assignee of a Membership Interest who is admitted as a Member pursuant to Article XII in place of a Member.

2.1.30 Transaction. The term "Transaction" means any transaction facilitated by the Company on behalf of any third parties designated as a separate Transaction by the Members for purposes of this Operating Agreement.

2.1.31 Transaction Capital Account. The term "Transaction Capital Account" means the account established on the books of the Company pursuant to Section 3.3.2.

2.1.32 Transaction Schedule. The term "Transaction Schedule" means the separate specific Transaction Schedule. Except as otherwise provided in writing by the Members, each Transaction Schedule will be subject to, incorporates, and includes all of the terms of this Agreement.

2.1.33 Withdrawing Member. The term "Withdrawing Member" means a Member who withdraws from the Company pursuant to Section 6.6.1.

Article III

Capital Contributions

3.1 Initial Capital Contributions. Each Original Member contributed to the Company such sums as are set forth funds hereto and immediately available. ("Initial Capital Contribution")

3.2 Additional Capital Contributions.

3.2.1 Mandatory Contributions. Each Member shall make the additional capital contributions when required.

3.2.2 Timing of Additional Contributions. Each Member shall have the option to continue to the Company, at such times as are determined by the Manager upon at least thirty days' prior written notice to the Members, such Member's proportionate share of any Capital Contributions, as may be called by the Manager from time to time ("Additional Capital Contributions"). For purposes of Section 3.2, a Member's proportionate share of Additional Capital Contributions at any time shall be equal to such Member's Percentage Interest at the time such Additional Capital Contribution is called by the Manager.

3.2.3 Adjustments to Members' Capital Accounts and Percentage Interest. Capital may be called in the form of additional equity to be made as Additional Capital Contributions in such amounts as may be determined by the Manager from time to time. No Members shall be

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required to make Additional Capital Contributions. If a member makes an Additional Capital Contribution, Member's Capital Account shall be increased in the manner provided by Section 3.3 and, when any Additional Capital Contribution is made, all Members' Percentage Interests shall be predetermined a follows: Each Member's Percentage Interest shall at any time be equal to the percentage equivalent of a fraction the numerator of which is the aggregate amount of all Capital Contributions made by all Members through such date.

3.3 Maintenance. The Company shall maintain Capital Account for each Member. The Capital Account of each Member shall be credited with the Initial Capital Contributions made by the Member, which shall be (a) increased by an Additional Capital Contribution made by the Member and any Profit allocated to Member pursuant to Sections 4.2 and 4.4; and (b) decreased by the amount of cash and the fair market value of any Company Property distributed to the Member pursuant to Section 4.4 and Losses allocated to the Member pursuant to Sections 4.3 and 4.4.

The Capital Account of a Member shall be debited for any distribution made to the Member in the year in with distribution is made.

3.3.1 Transaction Capital Accounts. The Company shall maintain a record with an Accounting Firm for each Member's Capital Account for any Fiscal Year.

3.3.2 Non-Cash Capital Contributions. All Capital Contributions shall be in the form of cash, unless Members approve the Company's acceptance of Capital Contributions in the form of other than cash. If a Member makes, and the Company accepts, a Capital Contribution in a form other than cash, the Capital Account of the Member shall be increased by the fair market value of the Capital Contribution, as determined by a method adopted by the Manager.

3.3.3 Compliance with Treasury Regulations. Capital Accounts shall be maintained in accordance with Treasury Regulation Section 1.704-1 (b) and shall be interpreted in a manner consistent with Treasury Regulation Section 1.704-1 (b).

3.3.4 Assignment. Upon the Transfer of all or any part of a Member's Interest as permitted by this agreement, the Capital Account of the transferor, or the portion thereof that is attributable to the transferred Interest, shall carry over to the transferee, as prescribed in Treasury Regulation Section 1.704-1 (b) (2) (iv).

3.3.5 Revaluation. At such times as may be required or permitted by Code Section 704 and any regulations thereunder, the Capital Accounts shall be revalued and adjusted to reflect the then fair market value of Company Property. The Capital Accounts shall be maintained in compliance with Treasury Regulation Section 1.704-1 (b) (2) (iv) (f). All allocations of gain resulting from such revaluation shall be made consistently with Treasury Regulation Section 1.704-1 (b) (2) (iv) (f) and, to the extent not consistent therewith, provisions of Section 4.2 on the allocation of Profit.

3.4 Interest The Capital Accounts shall not bear interest.

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3.5 Loans Except as otherwise provided by this agreement, a Member of any Affiliate of a Member may make a loan to the Company in the event that the Manager has determined to borrow from the Member(s). A loan by a Member to the Company is not to be considered a Capital Contribution.

3.6 No Deficit Restoration Obligation. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation.

Article IV

Allocations and Distributions

4.1 Distribution of Cash Available for Distribution. Except as provided in Section 12.5, the Company will distribute all of the Cash Available for Distribution, or property and securities (other than distributions on liquidation of the Company) as and when determined by the Manager, to the Members in the following orders:

4.1.1 First, a Minimum Distribution to each Member with respect to and for each Fiscal Year of the Company during which the Company allocates net Profits to the Members. There can be no assurance, however, that such a distribution will be made, or if made, will fully satisfy a Member's tax liabilities attributable to allocations of taxable income hereunder. If the Company does not have sufficient cash, securities, or other property to make a Minimum Distribution to all Members, the Company will make such distribution of cash, securities, or other property to Members pro rata in proportion to their respective Minimum Distribution due under this Section 4.1.1 Any Minimum Distribution received by a Member shall be credited against and reduce the amount of distributions that such Member is otherwise entitled to receive under Sections 4.1.2 and 4.1.3 below.

4.1.2 Second, to the Members pro rata in accordance with their actual Capital Contributions made at equal times during the existence of the Company (otherwise first in time, first in right), until the Members have received distributions equal to their Capital Contributions to the Company.

4.2 Allocation of Profit. After giving effect to the special allocations set forth in Section 4.4 hereof, Profit for any Company Fiscal Year shall be allocated to the Members in accordance their Percentage Interests.

4.3 Allocation of Losses After giving effect to the special allocations set forth in Section 4.4 hereof, Losses for any Company Fiscal Year shall be allocated to the Members in accordance their Percentage Interests

4.4 Special Allocations

4.4.1 Transaction Allocations. The Members intend to utilize the Company for a number of separate and distinct Transactions, as provided in Section 5.6.2 and otherwise in this Agreement. The Members may make special allocations of Profits and Losses from time

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to time as determined by the Members with respect to specific Transactions pursuant to the terms set forth on a separate and specific Transaction Schedule. Allocations to each Member with respect to specific Transaction will be aggregated for purposes of allocating Profit and Losses for any Company Fiscal Year.

4.4.2 Minimum Gain Chargeback. Notwithstanding any other provision of this Agreement, if there is a net decrease in Company minimum fain [as defined in Regulations Section 1.704-2 (d) (2)] items of income and gain shall be allocated to all Members in accordance with Regulations Section 1.704-2 (f), and such allocations are intended to comply with the minimum gain chargeback requirements of Regulations Section 1.704-2 and shall be interpreted consistently therewith.

4.4.3 Section 704(c) Allocation. Solely for federal, state, and local income tax purposes and not for book or Capital Account purposes, depreciation, amortization, gain, or loss with respect to property that is properly reflected on the Company's books value that differs from its adjusted basis for federal income tax purposes shall be allocated in accordance with the principles and requirements of Code Section 704(c) and the Regulations promulgated thereunder, and in accordance with the requirements of the relevant provisions of the Regulations issued under Code Section 704 (b). For Capital Account purposes, depreciation, amortization, gain, loss with respect to property that is properly reflected on the Company's books at a value that differs from its adjusted basis for tax purposes shall be determined in accordance with the rules of Regulations Section 1.704-1 (b) (2) (iv) (g).

4.4.4 Risk of Loss Allocation. Any item of Member nonrecourse deduction [as defined in Regulation Section 1.704-2 (i) (2)] with respect to a Member nonrecourse debt [as defined in Regulation Section 1.704-2 (b) (4)] shall be allocated to the Member of Members who bear the economic risk of loss for such Member nonrecourse debt in accordance with the Regulations Section 1.704-2 (i) (1).

4.4.5 Allocation of Excess Nonrecourse Liabilities. For the purpose of determining each Member's share of the Company nonrecourse liabilities pursuant to Regulations Section 1.752-3 (a) (3), and solely for such purpose, each Member's interest in Company profits is hereby specified to be such Member's Company Interest.

4.4.6 Unexpected Allocation and Distributions. No allocation may be made to a Member to the extent such allocation causes or increases a deficit balance in such Member's Adjusted Capital Account. Notwithstanding any other provisions of this Agreement except Sections 4.4.2 and 4.4.4 hereof, in the event that a Member unexpectedly receives an adjustment, allocation or distribution described in Regulation Section 1.704-1 (b) (2) (ii) (d) (4), (5) or (6) which results in such Member having negative Adjusted Capital Account balance (as determined above), then Member shall be allocated items of income and gain in an amount and manner sufficient to eliminate, to the extent required by the Regulations, such negative balance in such Member's Adjusted Capital Account as quickly as possible. This provision is intended to satisfy the "qualified income offset" items of the Code.

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4.4.7 Unreimbursed Business Expenses of Members. From time to time, a Member will require incurring certain expenses related to the trade or business of the Company for which the Company will not reimburse that Member. These expenses included, but are not limited to: (a) use of the Member's personal automobile for Company business; (b) meals and entertainment of persons who are clients or prospective clients of the Company; (c) professional organization dues, licenses, publications, etc for the Member related to the Company's business; (d) use of a Member's personal computer (including software purchased for business purposes) or other office equipment on behalf of the Company; (e) conventions; or (f) charitable contributions

Any Member, who has incurred unreimbursed expenditures which that Member has determined are appropriately documented and deductible as expenses related to the trade or business of the Company, shall notify the Manager of the Company of the total amount of these expenditures that the Member intends to deduct on their individual return.

The unreimbursed business expenses paid form the personal funds of a Member with be treated, for purposes of this Operating Agreement, as contribution to the capital of the Company with a corresponding allocation of the Company's deductions back to the capital of the contributing Member. It is the responsibility of the Member to maintain records to support any such expenditure.

4.5 Capital Accounts of Transferred Company Interest. Upon the transfer of all or any part of the Company Interest as permitted by this Operating Agreement, the Capital Account (or portion thereof) of transferor that is attributable to the transferred interest (or portion thereof) shall carry over to the transferee, as prescribed by Regulations Section 1.704-1 (b) (2) (iv) (1).

4.6 Transfers During Taxable Year. All income, gain, loss, and deductions allocable pursuant to any Interest which may have been transferred during such year shall be allocated between the transferor and transferee based upon the number of days that each was recognized by the Company as the owner of such Interest, without regard to the results of Company operations during the particular days of such fiscal year and without regard to which cash distributions were made to the transferor or transferee, provided however, that all income, gain, loss and deductions so allocated as the result of a capital transaction shall be allocated to the recognized owner of the Interest for the day on which the capital transaction giving rise to such gain occurred.

4.7 Time of Allocation. The allocations set forth above shall be made as of the end of each Fiscal Year.

4.8 Right to Use Alternative Method of Calculations. Notwithstanding anything else in this Article IV, the Company shall have the right to use a different method of allocating Company income and loss if it is advised by the Company accountant or tax counsel that the method of allocation provided herein violates the Code of Regulations. The Manager shall notify each Member of any change in the method of allocating Company income or loss in accordance with this paragraph promptly after the occurrence thereof.

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4.9 Adjustment of Capital Accounts. After all allocations for taxable year are made, Capital Accounts shall be adjusted by the Company to the extent necessary to comply with applicable laws, regulations, and administrative pronouncements. The tax allocation provisions of this Operating Agreement are intended to produce final Capital Account balances that are at levels ("Target Final Balances"), which permit liquidating distributions that are made in accordance with such final Capital Account balances to be equal to the distributions that would occur under Section 4.1. To the extent that the tax allocation provisions of this Agreement would not produce the Target Final Balances, the Members agree to take such actions as are necessary to amend such tax allocation provisions to produce such Target Account Balances. Notwithstanding the other provisions of this Operating Agreement, allocations of income, gain, loss and deduction (including items of gross income, gain, loss and deduction) shall be made prospectively as necessary to produce such Target Final Balances (and, to the extent such prospective allocations would not effect such result, the prior tax returns of the Company shall be amended to reallocate items of gross, gain, loss, and deductions to produce such Target Final Balances).

4.10 Change in Economic Arrangement. Notwithstanding any other provision of this Operating Agreement, if the Percentage Interest of any Member is adjusted at any time pursuant to the terms of this Operating Agreement, the Member whose Percentage Interest is increased pursuant to such adjustment shall have the right to amend this Operating Agreement to take into account the revised economic arrangement of the Members, but only to the extent required to satisfy the tax allocation rules of Code Section 704 and the Regulations thereunder based on the opinion of legal counsel selected by such Member.

4.11 Tax Credits. All tax credits for federal or state income tax purposes shall be allocated in the same manner as Losses, except as otherwise provided by the Code or Treasury Regulations.

Article V

Management and Operation

5.1 Manager.

5.1.1 Manager; Power and Authority. Except as otherwise expressly set forth herein, the management and control of the Company and its business shall be vested exclusively in the Manager and the Manger shall have all the rights, powers, and authority generally conferred under the Act or other applicable law on behalf and in the name of the Company, to carry out any and all of the objects and purposes of the Company and to perform all acts and enter into, perform, negotiate, and execute any and all leases, documents, contracts and agreements on behalf of the Company that the Manager, exercising sole discretion, deems necessary or desirable (including, without limitation any promissory note, or any other documents evidencing or securing any loan benefiting the Company or Transaction). Except as otherwise expressly set forth herein, the consent or authorization of any Member shall not be required for any lease, document, contract, agreement, or promissory note to be valid and binding obligation of the Company.

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5.1.2 Specific Authority. Without limiting the generality of Subsection 5.1.1 and subject to the terms of Subsection 5.1.3, all Members agree that the Manager shall, exercising sole discretion, have the following rights and powers, except to the extent such rights and powers may be limited by other provisions of this Agreement:

a. The making of any expenditure incurred in connection with the business of the Company.
b. The use of the assets of the Company in connection with the business of the Company.
c. The negotiation, execution and performance of any contracts, conveyances, purchases of real property or other instruments;
d. The distribution of Company cash other than as required pursuant to any other provisions of this Agreement;
e. The selection and dismissal of employees and outside attorneys, accountants, consultants, and contractors and the determination of their compensation and other terms of employment or hiring;
f. The maintenance of insurance for the benefit of the Company and Members;
g. The control of any matters affecting the rights and obligations of the Company, including the conduct of litigation and incurring of legal expense and the settlement of claims and litigations;
h. The indemnification of any person against liabilities and contingencies to the extent permitted by law;
i. The making or revoking of the elections referred to in Code Section 754 or any similar provision enacted in lieu thereof, or any corresponding provision of state tax laws (and each Member will, upon request of the Manager, supply the information necessary to properly give effect to such elections)
j. The filing of such amendments to the Articles as may be required or as Manager may deem necessary from time to time;
k. The filing on behalf of the Company all required local, state, and federal tax returns and other documents relating to the Company.

5.1.3 Limitations on Manager's Authority. The following actions ("Major Decisions") shall require approval of at least a majority in interest (unless otherwise provided in this Agreement) of Members:

a. Any act in contravention of this Agreement;
b. Do any act which would make it impossible to carry on the ordinary business of the Company.
c. Purchase any property, buy mortgage or obligation in the name of the Company
d. Any act which would adversely affect the limited liability of the Members or the Company
e. Any act that would cause the Company to cease to be treated as partnership for federal or state income tax purposes.

Any deadlock with respect to a Major Decision shall be resolved as provided in Article X hereof.

5.1.4 Appointment of Manager. The Members hereby appoint ___Chad Ragsdale____, as the Manager, until removed in accordance with the provisions of Section 5.1.5, or until the Manager voluntarily resigns as Manager.

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5.1.5 Removal of Manager. Any Member shall have the right to remove the Manager, if (a) it has been finally determined by a court of law, that Manager has violated it fiduciary responsibilities to the Members and such violation shall cause material adverse effect upon the Company; or (b) it has been finally determined by a court of law, that Manager has willfully or recklessly breached any material provision of this Agreement and such breach shall have caused or may reasonably be anticipated to cause a material adverse effect upon the Company.

5.1.6 Substitute Manager. After the removal of the Manager in accordance with Section 5.1.5, or after the resignation or death of the Manager, a majority of the Members shall select a substitute Manager. Such Substitute Manager shall, upon execution of all necessary agreements, have all the rights and obligations of the Manager under this Agreement.

5.1.7 Dealings with Members and Affiliates. Subject to any restrictions contained elsewhere in this Agreement, the Manager may, for, in the name and on behalf of, the Company, enter into agreement or contracts, including employment of any Member or Affiliate (in an independent capacity as distinguished from his or its capacity, if any, as a Member) to undertake and carry out the business of the Company as an independent contractor; and the Manager may obligate the Company to pay compensation for and on account of any such services, provided, however, that such compensation and services shall be on terms no less favorable to the Company than if such compensation and services were paid to and/or performed by Persons who were not Members or Affiliates.

5.2 Exculpation of Manager. Neither the Manager, its Affiliates, nor any officer, director, member, partner, principle, shareholder, employee, agent, accountant, or attorney of the Manager or its Affiliate (each of the foregoing, other than Manager, a "Related Party"), shall be liable, responsible, or accountable, whether directly or indirectly, in contract, tort, or otherwise, to the Company to any other Member or any Affiliate thereof for any losses, claims, damages, liabilities, or expenses (collectively, "Damages") asserted against, suffered, or incurred by any of them rising out of, relating to, or in connection with any action taken or omitted by the Manager or any Related Party in good faith and in manner reasonably believed by the Manager or of the Company, including, without limitation, in connection with (a) the management of conduct of the business of the Company or (debt or equity) or otherwise has or had an interest; and (b) the management and conduct of the business and affairs of the Manager, provided, however, that such action or omission did not constitute gross misconduct or gross negligence or a material breach of the Manager's obligations under this Agreement.

5.4 Indemnification of Manager. The Company shall indemnify the Manager as provided in Article VII below.

5.5 Reimbursement of Costs The Manager shall be entitled to receive from the Company out-of-Company funds available therefore reimbursement of reasonable out-of-pocket expenses expended by the Manager in the performance of its duties hereunder. Fuel, lunches, automobile repair, automobile lease, or any other needs Manager may deem necessary.

5.6 Other Activities

5.6.1 Concurrent Activities. Any Member, may engage in or possess an interest in other business ventures of any nature or description, independently or with others, whether such ventures are competitive with the Company or otherwise, and the pursuit of such ventures shall not be wrongful or

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improper, and neither the Company nor any Member shall have any virtue of this Agreement in or to any of such ventures, or in or to the income, gains, losses, or deductions derived or to be derived therefrom.

5.6.2 No Obligation to Offer: Specific Transactions. None of the Manager, or any Member shall be obligated to offer or present any particular investment or business opportunity to the Company, even where such opportunity is of character which, if presented to the Company, could be taken and exploited by the Company, but rather the Manager, and the Members shall have the right to take for their own account or to recommend to others any such particular investment or business opportunity. Notwithstanding anything to the contrary herein, the Manager or any Member may present any such opportunity to the Company as a Transaction for the Company to pursue or otherwise. In such event, if the economic interests of the Members (the Manager, if applicable) vary from the allocations of Profit and Loss set forth herein, the Members (and Manager if applicable) will execute a separate Transaction Schedule for each such Transaction to the extent necessary to modify the rights of parties therein.

5.6.3 Time Commitment. The Manager and its principals will devote so much of their time to the business of the Company as, in their sole discretion, will be required for the proper performance of their duties under this Agreement, and it is expressly understood and agreed that the Manager and its principals shall not be required to devote their entire time to the business of the Company.

Article VI

Members

6.1 Frights of Members In addition to the other rights to which Members are entitled pursuant to the Act or the Articles, the Members shall have the right to vote on the matters which are required by this Agreement to be approved by the Members.

6.2 Restriction on Powers. Except as set forth in this Operating Agreement, no individual Member, or employee has the power to act on behalf of or to bind the Company or any other Member, to pledge the Company's credit, or to render the Company liable pecuniary for any purposes. A Member shall not take any action, which would change the Company to a general partnership, change the limited liability of a Member, or affect the status of the Company for federal income tax purposes

Notwithstanding, the Manager may authorize any Member to execute one or more agreements, or to take any other action specifically authorized by the Manager, on behalf of the Company. All such authorizations must be in writing, signed by the Manager.

6.3 Member's Other Rights. A Member shall also have the following rights in addition to all other rights under the Act as set forth in this Operating Agreement:

a. Right to Inspect and copy certain company records. Each Member may inspect and copy, during ordinary business hours at the reasonable request and expense of such Member, any of the Company records required to be kept at the Company's principal place of business pursuant to Section 8.1 of this Agreement.

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b. Right to obtain information regarding financial condition. A Member shall have the right once annually, if requested, upon reasonable demand, to obtain true and full information regarding the state of the business and financial condition of the Company. Any more request than once annually, will be a cost incurred to the Company, and the requesting Member will cover any cost incurred by the Company.
c. Right to an accounting. A Member shall have the right to have an accounting of the affairs of the Company whenever circumstances render it just and reasonable, but no more often than annually. Audits of company financials will be paid by the Member requesting an audit of financial reports.
d. Potential Acquisition of the Company. If at any time a Member is approached by any person or entity which desires to (a) acquire all the equity interests of the Company; (b) merge or consolidate with the company; or (c) acquire substantially all of the assets of the Company (a "Sale Transaction"), each Member shall promptly be informed of all material facts related thereto. The Company shall not enter into a definitive agreement providing for a Sale Transaction, or a letter of intent, or other document which precludes the Company (either temporarily or permanently) from accepting an offer from a Member to enter into a Sale Transaction until such time as the definitive agreement, letter of intent, or other document has been made available at the principal office of the Company after notice to each Member, either by telephone, computer, text or other means of delivery reasonably expected to reach such Member within twenty-four hours, and forty-eight hours have passed since notice of the proposed definitive agreement, letter of intent, or other documents has been given to all Members.

6.4 Meetings

6.4.1 Regular Meetings. Regular Meeting of the Members shall be held on such dates, at such times, and at such places as may be established by, and publicized among, the Members. Not less than forty-eight hours, not more than thirty days notice of a regular meeting shall be given to each Member. Notice shall specify place, day, and hour of the meeting. An agenda of the matters to be considered at such meeting will be supplied within twenty-four hours of the meeting.

6.4.2 Special Meetings. Special Meeting of the Members shall be held on such dates, at such times, and at such places as may be established by, and publicized among, the Members. Not less than forty-eight hours, not more than thirty days notice of a special meeting shall be given to each Member. Notice shall specify place, day, and hour of the meeting. An agenda of the matters to be considered at such meeting will be supplied within twenty-four hours of the meeting.

6.4.3 Emergency Meetings. Emergency Meeting of the Members shall be held on such dates, at such times, and at such places as may be established by, and publicized among, the Members. Not less than twenty-four hours, not more than thirty days notice of a emergency meeting shall be given to each Member. Notice shall specify place, day, and hour of the meeting. An agenda of the matters to be considered at such meeting will be supplied within twenty-four hours of the meeting. The purpose of the meeting shall be stated in the notice and the agenda.

6.4.4 Quorum. Except as otherwise set forth in this Operating Agreement, at any meeting, Members representing at least a majority of Percentage Interests shall constitute a quorum for all purposes. If a

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quorum fails to attend any meeting, the Members present may adjourn the meeting to another date, time, and place with notice to the Members given in the same manner as for an Emergency Meeting. Each Member shall have the right to determine for itself who shall represent it at meetings of the Members.

6.4.5 Voting by Members. All matters and "Major Decisions" submitted to the Members shall require approval by the affirmative vote of the Members representing a Majority of the voting Members Percentage Interests. Any Member with less than ten (10%) Percentage Interest is considered a non-voting Member, and has no affect on "Major Decisions", or any other voting within this Limited Liability Company.

6.4.6 Participation by Electronic Conference. The Members may participate in a meeting by means of conference with electronic equipment that enables all the Members participating in the meeting to hear each other. Such participation constitutes presence in person at the meeting.

6.4.7 Written Consents. Action may be taken by the Members without a meeting if all the Members consent to such action in writing, or by electronic means such as email, or text. Any consent of the Members may be executed in counterparts. Each counterpart shall constitute an original, and all the counterparts together shall constitute a single consent of the Members.

6.5 Withdrawal.

6.5.1 Withdrawal Upon Notice. A Member may withdraw from the Company at any time by sending at least ninety days' prior written notice of such Member's intent to withdraw the other Members. Such notice shall state the effective date of the withdrawal. A Member who withdraws shall be referred to as a "Withdrawing Member".

6.5.2 Obligation Following Withdrawal. Withdrawal from the Company, in and of itself, shall under no circumstances relieve a Member of its obligations: (a) to fulfill its contractual obligations to the Company or to others incurred or accepted prior to the Members' providing notice of its intent to withdraw from the Company; or (b) to comply with it obligations under Section 14.1.

Article VII

Indemnification

7.1 Indemnification. The Company shall indemnify and hold harmless any Person and their Affiliates who was or is a party to or is threatened to made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he/she is or was a Manager or Member of the Company, or is or was serving the Company with a contractual commitment of indemnification, against expenses (including attorney's fees reasonable for the city of the principal office of the Company), losses, costs, damages, judgements, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Company, and, with cause to believe his/her conduct unlawful. The termination of any action, suit,

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or proceeding by judgement, order, settlement, conviction, or upon a plea o nolo contende3re or its equivalent shall not, of itself create a presumption that the Person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the interests of the Company, and, with respect to any criminal action or proceeding, had a reasonable cause to believe that his/her conduct was unlawful.

7.2 Advance of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding brought other than by the Company shall be paid by the Company in advance until earlier to occur of (a) the final disposition of the action, suit, or proceeding in the specific case; or (b) a determination that the Manager is indemnified by the Company has been met, provided that no such indemnity, shall indemnify any Person from or on account of such Person's conduct which finally adjudged to have been knowingly fraudulent, deliberately dishonest, or willful misconduct.

7.3 Insurance. The Company may purchase and maintain insurance on behalf of any Person who is or was a Member, employee or agent of the Company, or was serving the Company with a contractual commitment of indemnification, or is or was serving at the request of the Company as a Member, Manager, director, Officer, Employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him/her and incurred by him/her whether or not the Company would have the power to indemnify him/her against such liability under provisions of the Act, as amended from time to time.

Article VIII

Books, Accounting, and Reports

8.1 Books and Records. The Company shall maintain appropriate books and records with respect to the business and affairs of the Company. The Company shall keep its books and records at the principal office of the Company. Such Books and Records shall include, without limitation, the following:

a. A current and past list, setting forth the full names and last known addresses of each Member, set forth in alphabetical order.
b. A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or amendments have been executed;
c. Copies of the Companies federal, state, and local income tax returns and reports, if any, for the three most recent years or such longer period as may be required by law, or, if such returns and reports were not prepared for any reason, copies of the information and records provided to, or which should have been provided to, the Members to enable them to prepare their federal, state, and local tax returns for such period;
d. Copies of the current effective Company Operating Agreement;
e. Copies of any financial statements of the Company for the three most recent years or such longer period as may be required by law;
f. A writing setting forth the amount of cash and a statement of the agreed value of other property or services contributed by each Member, and the times at which or events upon happening of which additional contributions agreed to be made by the Member are to be made;

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g. Copies of any written promises by the Members to admit any Person other than an original Member as a Member of the Company;
h. Copies of any other instruments or documents reflecting matter required to be in writing pursuant to the terms of this Agreement.

8.2 Accounting. The books and records of the Company shall be maintained on the basis of reasonable accounting methods, consistently applied.

For purposes of determining Capital Accounts, the books and records of the Company shall be maintained in accordance with Code Section 704, this Agreement and, to the extent not inconsistent therewith, generally accepted accounting principals for financial reporting purposes.

Annual financial statements and tax records of the Company shall be provided annually to the Members upon request by Member(s), complying with Article 6.3 of this Operating Agreement.

8.3 Fiscal Period. The Fiscal Period of the Company shall be the calendar year.

Article IX

Tax Matters

9.1 Taxable Year. The taxable year of the Company shall be the calendar year.

9.2 Tax Controversies. Each Member shall cooperate with the Manager and shall take, or refrain from taking, any action reasonably required by the Manager in connection with any such examination of taxes.

9.3 Taxation as a Partnership. Neither the Company nor any Manager or Member shall take any action that would cause the Company to be excluded from application of any provision of Subchapter "K", Chapter 1 of Subtitle "A" of the Code or any similar provision of any state tax laws.

Article X

Assignment of Membership Interests

10.1 Right of First Refusal. If a Member desires to sell part or all of its Interest in the Company to a third party, the Member ("Selling Member") must send notice to the other Members of such and send with that notice a copy of a bona fide legally binding contract to purchase, which contract shall be contingent on this right of first refusal. The other Members have the option within fifteen days after receipt of such notice to exercise this right to purchase all of the Selling Member's Interest in the Company, by sending written notice of such option to the Selling Member. Upon exercise of the option to purchase, the purchasing Members shall purchase all of the interest the Selling Member is selling to the third party in the Company within thirty days after notification to the Selling Member of the exercise of the option, and such purchase shall be at the price and for the terms set forth in the notice and bona fide contract.

10.2 Right to Purchase under Other Circumstances. If a Member (a) fails to make any capital contribution when due and does not cure such default within sixty days; (b) allows a transfer or attempted transaction in violation of Section 10.4 and 10.5; or (c) becomes bankrupt (hereinafter all referred to as a "Defaulting Member"), then the other Members have the option to purchase all of the Defaulting Member's Interest in the Company within sixty days after receiving notice of such event from

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the Defaulting Member or after learning through actual personal knowledge of such event. That option shall be exercised by the other Members in successor-in-interest of the Default Member known to the purchasing Members. Upon exercise of the option to purchase, the purchasing Members shall purchase all the Defaulting Members' interest in the Company sixty days after notification to the Defaulting Member of its legal representative or successor-in-interest of the exercise of the option. The Purchase Price is that set out in Section 10.3 below.

10.3 Purchase Price and Payment Thereof. The Purchase Price as referred to in Section 10.2 of this Agreement shall be the Member's Percentage Interest, whose Percentage Interest is being purchased, times the book value of the entire Company.

The book value of the Company will be determined by a qualified independent appraiser or counselor. The appraiser or counselor will value the Interest being purchased by applying discounts and other factors deemed appropriate by the appraiser or counselor in their sole discretion.

If the Company or remaining Members elect to purchase Member's Interest under Section 10.1 and 10.2, those Members remaining, other than the Member whose Interest is being purchased may vote, by Members holding at least two-thirds of remaining Percentage Interests, to either (a) dissolve and liquidate the Company as to provided below; or (b) redeem the Selling Member by delivering to that Member twenty percent of the purchase price determined for that Member's Interest, and a promissory note for the balance payable in bi-annual installments of principle and accrued interest, (4%), for a term not to exceed five years, as determined by the remaining Members in their sole discretion. Any such promissory note shall bear interest at four percent. The note shall be secured by the assets of the Company but will be nonrecourse to the Members. The Company shall have the right to prepay this amount in whole or in part at any time. If two or more Members are receiving payments for their purchased interest by the Company, the Company may, at its option limit the total bi-annual payments, notwithstanding the foregoing, to the net cash flow, less working capital reserves reasonably determined necessary by the Members.

If the Company exercises the option to liquidate, no Member or former Member holding a note as provided above, shall have the right to additional payments from the Company, and the Company and the Members shall cooperate in selling the property and equipment of the Company with/without a broker. The Company shall, to the extent of its assets, pay in full the principal balance of the note(s) outstanding, before distributing the remaining assets to the current Members.

There shall be subtracted from the Purchase Price any net amount owed by the Defaulting or Selling member to the Company or the remaining Members, plus any damages caused, including reasonable attorney's fees, excess interest costs, or otherwise caused by the Defaulting Member's breach of the terms of this Agreement.

10.4 Prohibitions on Assignments and Transfers. Notwithstanding any other provision of this Operating Agreement, no Member may assign or otherwise transfer the Membership Interest of the Member unless:

> **10.4.1 Consent of Other Members.** Members representing two thirds of the Percentage Interests owned by non-transferring Members in the Company must have consented in writing

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to such transfer or assignment. A member may grant or withhold the Member's consent, in the Member's sole discretion.

10.4.2 Agreement by Assignee or Transferee. The Members and Assignee must have executed and delivered such documents as may be required by this Agreement to evidence the Assignee is bound by this Agreement.

10.4.3 Opinion of Counsel. The Company must have received, or waived the receipt of, an Opinion of Counsel that such assignment or transfer would not materially adversely affect the classification of the Company as a partnership for federal and state income tax purposes, and an Opinion of Counsel or an opinion in a form acceptable to the Company of other counsel acceptable to the Company, that such assignment or transfer could lawfully be made without registration under the Securities Act of 1953 or any state securities law.

10.4.4 Payment of Cost and Expenses. The Assignee must have paid all costs and expenses incurred by Company in connection with admission of the Assignee as a Substitute Member, including, without limitation, reasonable attorney's fees.

10.4.5 Other Requirements. The assigning or transferring Member and the Assignee must have fulfilled all of the other requirements of this Agreement. Member, Assignee, or Substitute Member must also be able to meet requirements to have a Cannabis License in the State of Alaska.

10.5 Deadlock. In the event of a Deadlock, Members may declare that a deadlock has been reached for an action ("Deadlock").

10.5.1 In the event of a Deadlock between Members, if a solution cannot be reached the Members will agree to Arbitration for resolution of the issue. The Company will have a Arbitrator decide the issue for the Members.

Article XI

Admission of Members to the Company

Removal of Members to the Company

11.1 Admission of Members to the Company. The Company may admit a Person (other than an Original Member or a Substitute Member) as a Member. A Person may be admitted as a Member under this Article XI only upon (a) approval of such admission and the terms and conditions of such admission, including without limitation, appropriate amendments to this Agreement by the affirmative vote of Members representing two-thirds of the Percentage Interest or the Manager can add a member; (b) an initial capital contribution in an amount determined by Members representing two-thirds of the Percentage Interests or the Manager can add a new member; and (c) agreement by Members representing two-thirds of the percentage Interests as to the necessary amendments to this Agreement to allow for additional membership in the Company or the Manager can add a new member.

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11.2 Removal of Members to the Company. Removal of a Member of the Company requires a majority of Members voting for removal. If Members vote to remove the Percentage Interests of the removed Member will be distributed pro rata. Article X will be followed for the removal of any Member, for any reason, and the Member will receive book value as decided in Article X.

Article XII

Dissolution and Liquidation

12.1 Dissolution of the Company. Except as hereinafter provided, the Company shall dissolve upon the occurrence of any of the following events (each an "Event of Dissolution"):

a. The occurrence of any event of withdrawal set forth in the Act but only to the extent required by the Act;
b. The expiration of the term of the Company as provided in Section 1.4; or
c. Upon the written consent of Members holding two-thirds of the Percentage Interests; or
d. Upon the Deadlock, 10.5, that a solution cannot be reached, by mediation or debate, a dissolution of the Company shall commence.

The Company shall thereafter conduct only activities necessary to wind up its affairs, provided, however, that the remaining Member or Members shall have the right to continue the business and affairs of the Company by electing to continue the business and affairs of the Company by the affirmative vote of Members representing two-thirds of the Percentage Interests of the remaining Members, after of vote of dissolution, and if there remains only one Member, causing that Member to decide at that Members sole discretion. These Members shall exercise this right of dissolution within ninety days after the occurrence of an Event of Dissolution.

12.2 Election to Continue Company. If an election to continue the Company is called following an Event of Dissolution, the Company shall continue until the expiration of the term for which it was originally, formed or until the occurrence of another Event of Dissolution, in which event remaining Members shall again elect whether to continue the Company pursuant to Section 12.1.

12.2.1 If an election to continue the Company is made following an Event of Dissolution occasioned by the elective withdrawal of a Member pursuant to Section 6.5, or Section 11.2 and the Withdrawing Member's fulfillment of all of its obligations under this Agreement and under any other extant agreements between the Withdrawing Member and the Company, the Withdrawing Member shall be entitled to receive from the Company within sixty months after the effective date of withdrawal, without interest, an amount equal to the book value of the Interest of the Withdrawing Member, as of the end of the calendar month immediately preceding the effective date of the withdrawal.

12.2.2 If the Members reasonably determine that making payments to former Members provided in Section 12.2.1 would result in an undue burden on the Company and threaten its ability to function as a going concern, then the amounts to be paid to former Members under Section 12.2.1 may be postponed up to an additional sixty months. The amounts to be paid to a Disqualified Member under Section 12.2.1 shall be exclusive and in lieu of any right a Member to be paid the fair book value of its Interest in the Company under the Act.

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12.4 Method of Winding Up. Upon dissolution of the Company pursuant to Section 12.1, the Company shall immediately commence to liquidate and wind up its affairs. With the exception of any Disqualified Member or any Withdrawing Member, Members shall continue to share profits and losses during the period of liquidation and winding up in the same proportion as before commencement of winding up and dissolution. The proceeds from the liquidation and winding up shall be applied in the following order of priority:

a. To creditors, including any Member who is a creditor, to the extent permitted by applicable law, in satisfaction of liabilities of the Company (other than liabilities to the Members on account of their Capital Contributions or on account of a Member's Withdrawal from the Company) and in satisfaction of the expenses of the liquidation and winding up:
b. To the Members (other than a Withdrawing Member) in return of their respective Capital Contributions;
c. To any Withdrawing Member in an account determined in accordance with Section 12.2; and
d. The balance, to the Members (other than a Disqualified Member or Withdrawing Member) in proportion with their positive Capital Account balances, and if none, in accordance with their relative Percentage Interests.
e. Unless the Manager shall determine otherwise, all distributions shall be made in cash, and none of the Company Property shall be distributed in kind to the Members unless a distribution of Company Property distributed in kind is distributed pro rata to Members in accordance with their relative Percentage Interest at the discretion of the Manager.

12.5 Filing Articles of Termination. Upon the completion of the distribution of Company Property as provided in Section 12.4, articles of termination shall be filed as required by the Act, and each Member agrees to take whatever action may be appropriate or advisable to carry out provisions of this Section.

12.6 Return of Capital The return of Capital Contributions shall be made solely from Company Property.

Article XIII

Confidential Information

13.1 Acknowledgment. Each of the Members hereby acknowledges that, in connection with the development and operation of the Company, it may have access to confidential material regarding the operations of the other Members. Each Member agrees that it shall and it shall cause all Members appointed by such Member to: (a) take all reasonable steps necessary to hold and maintain such confidential information in confidence and not to disclose it to a third party; (b) only use such confidential information for the purpose of developing and operating the Company; (c) only disclose such confidential information in order to its employees and agents who have a need to know such information in order to assist a Member to carry out its responsibilities to the Company; (d) not use such confidential information in a way which would be detrimental to any other Member.

Each Member agrees that, upon the dissolution and termination of the Company, it will return requesting Member, as appropriate, all confidential information of the Member then in its possession and specified in the request. Each Member further agrees to return or destroy all other memoranda, notes, copies, or other writings that contain confidential information on the other Members.

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13.2 Survival. The provisions of this Article XIII shall apply to each Member, regardless of the status of such Member as a Member in the Company, for a period of five years from the effective date of the termination of the applicable Member's status as a Member in the Company, provided, however, no Member shall be bound by the provisions of this Article XIII beyond the later to occur of (a) five years form the effective date of this Agreement; or (b) the effective date of termination of this Agreement.

IN WITNESS WHEREOF the Members have hereunto set respective hands on the date first above written.

Dated: 2-22-2022.

By: Valley Happiness LLC.
Gareth Rana

Dated: 2-22-2022

By: _____

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Exhibit A

Percentage Interest in K & C Enterprises, LLC

Name: Raquel Luna, 50 %

Name: Chad Ragsdale, 50 %