



# Public Notice

## Application for Marijuana Establishment License

**License Number:** 11000

**License Status:** Active-Operating

**License Type:** Retail Marijuana Store

**Doing Business As:** CHENA CANNABIS

**Business License Number:** 1041064

**Email Address:** sgilbert@gci.net

**Latitude, Longitude:** 64.790566, -147.525199

**Physical Address:** 1725 Richardson Highway  
Suite 101  
North Pole, AK 99705  
UNITED STATES

### Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10037830

**Alaska Entity Name:** Arctic Greenery, LLC

**Phone Number:** 907-687-0763

**Email Address:** sgilbert@gci.net

**Mailing Address:** PO BOX 58663  
North Pole, AK 99711  
UNITED STATES

### Entity Official #1

**Type:** Individual

**Name:** Sherry Gilbert

**Phone Number:** 907-687-0763

**Email Address:** sgilbert@gci.net

**Mailing Address:** PO BOX 58663  
North Pole, AK 99711  
UNITED STATES

### Entity Official #2

**Type:** Individual

**Name:** Brandon Gilbert

**Phone Number:** 907-987-4899

**Email Address:** bg.arcticgreenery@gmail.com

**Mailing Address:** PO BOX 58663  
North Pole, AK 99711  
UNITED STATES

*Note: No affiliates entered for this license.*

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at

<https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

**POSTING DATE** \_\_\_\_\_

# Alcohol & Marijuana Control Office

**License Number:** 11000

**License Status:** Active-Operating

**License Type:** Retail Marijuana Store

**Doing Business As:** CHENA CANNABIS

**Business License Number:** 1041064

**Designated Licensee:** Sherry Gilbert

**Email Address:** sgilbert@gci.net

**Local Government:** Fairbanks North Star Borough

**Local Government 2:**

**Community Council:**

**Latitude, Longitude:** 64.790566, -147.525199

**Physical Address:** 1725 Richardson Highway  
Suite 101  
North Pole, AK 99705  
UNITED STATES

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**Mailing Address:** PO BOX 58663  
North Pole, AK 99711  
UNITED STATES

**Note:** No affiliates entered for this license.



**Alaska Marijuana Control Board**  
**Form MJ-20: Renewal Application Certifications**

**What is this form?**

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

**This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.**

**Section 1 – Establishment Information**

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Arctic Greenery, LLC	License Number:	11000		
License Type:	Retail Marijuana Store				
Doing Business As:	Chena Cannabis				
Premises Address:	1725 Richardson Highway, #101				
City:	North Pole	State:	Alaska	ZIP:	99705

**Section 2 – Individual Information**

Enter information for the individual licensee who is completing this form.

Name:	Sherry Gilbert
Title:	Owner

**Section 3 – Violations & Charges**

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

SG

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

SG

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

SG

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

SG

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

SG

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

SG

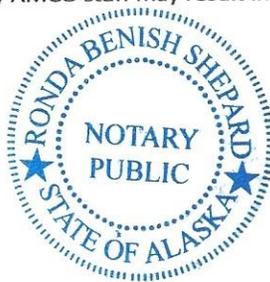
I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

SG

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

Sherry Gilbert  
Signature of licensee

Sherry Gilbert  
Printed name of licensee



Ronda Benish Shepard  
Notary Public in and for the State of Alaska

My commission expires: 3/15/20

Subscribed and sworn to before me this 29<sup>th</sup> day of June, 2020.



**Alaska Marijuana Control Board**  
**Form MJ-20: Renewal Application Certifications**

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License Type:	Retail Marijuana Store				
Doing Business As:	Chena Cannabis				
Premises Address:	1725 Richardson Highway, Suite 101				
City:	North Pole	State:	Alaska	ZIP:	99705

**Section 2 – Individual Information**

Enter information for the individual licensee who is completing this form.

Name:	Brandon Gilbert
Title:	Co-Owner

**Section 3 – Violations & Charges**

Read each line below, and then sign your initials in the box to the right of any applicable statements:

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

Initials

BG

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BG

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BG

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Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



# Form MJ-20: Renewal Application Certifications

## Section 4 - Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

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BG

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BG

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BG

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BG

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BG

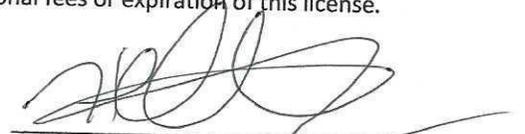
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Signature of licensee

**Brandon Gilbert**  
Printed name of licensee

  
Notary Public in and for the State of Alaska

My commission expires: 7/30/23

Subscribed and sworn to before me this 22 day of September, 2020.



## COMMERCIAL LEASE

This Lease is made between **CGH Holdings, LLC** ("Lessor"), and **Artic Greenery, LLC** ("Lessee/Tenant"). Tenant hereby offers to lease from Lessor the real property located in the City of Fairbanks, State of Alaska, at the address of **1725 Richardson Highway Suite #101, 102, 103, 104, 105, 107 & 109 North Pole, Alaska, 99705** (the "Real Property"), as illustrated on the attached diagram (see attachment A), upon the following terms and conditions. (This document shall hereafter be referred to as the "Lease").

1. **Term and Rent.** This is a lease agreement dated 15 January 2017 between CGH Holdings LLC, landlord, and Arctic Greenery, tenant, for the property located at 1725 Richardson Highway, North Pole, AK 99705, described as Lot 1 Midway Industrial Park Out of TL 2732 Sec. 27 T1S R1E. The duration of this lease shall be until July 2023. Tenant shall be responsible for \$3600 per month rent, plus all the utilities, insurance, taxes, and all other expenses related to keeping the property operating. Landlord shall also receive 33.33% of net income from all businesses operated by Arctic Greenery on the property. The lease payment is the responsibility of tenant and shall come out of their share of the proceeds, after landlord has received his 33.33% share. Tenant shall provide a monthly accounting of income and expenditures, and shares shall be distributed monthly. However, landlord may audit the accounting procedures at any time.
2. **Security Deposit.** No security deposit is required.
3. **Access.** The tenant shall have twenty-four (24) hours a day, seven (7) days a week access to the Real Property.
4. **Use.** Tenant shall use and occupy the Real Property for the commercial purpose of cannabis production, processing, handling, storage, shipping and retail. Other uses are allowed with prior written consent of the Lessor.
5. **Improvements.** All capital improvements made by the tenant shall remain with the property at termination of the lease. However, trade fixtures belonging to tenants will be removed prior to release; these include fans, cultivation lights, cultivation equipment.
6. **Care and Maintenance of Real Property.** The Lessor shall be responsible for maintenance and repair of the Real Property. Tenant shall assist the Lessor in maintaining the Real Property in good and safe condition.
7. **Alterations.** Tenant shall not, without first obtaining the consent of Lessor, make any alternations, additions, or improvements, in, to or about the Real Property,

8. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, regulations, covenants, conditions and requirements of all municipal and state authorities now in force, or which may hereafter be in force, pertaining to the Real Property, occasioned by or affecting the use thereof by Tenant.
9. **Utilities and Services.** Tenant shall be responsible for all power. Lessor shall be responsible for providing water and garbage services for the Real Property.
10. **Assignment and Subletting.** Tenant shall be allowed to assign this Lease or sublet any portion of the Real Property with prior written consent of the Lessor.
11. **Entry and Inspection.** Tenant shall permit Lessor or Lessor's agents (and/or Lessor's lenders and/or their agents and representatives) to enter upon the Real Property at reasonable times and upon 48 hour notice, for the purpose of inspecting the same, and will permit Lessor at any time within ninety (90) days prior to the expiration of this Lease, to place upon the Real Property any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Real Property thereafter.
12. **Arbitration.** Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgement granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.
13. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Real Property or any part thereof, and Tenant agrees to indemnify and hold Lessor harmless from any claims for damages, no matter how caused, except for those caused by the sole negligence or sole unlawful conduct of Lessor.
14. **Destruction of Real Property.** In the event of a partial destruction of the Real Property during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations; but, such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Real Property. If such repairs cannot be made within said sixty (60) days, Lessor, in Lessor's sole discretion and option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as provided in the preceding sentence, and in the event that Lessor shall not elect to make such repairs, which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the Real Property may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the Real Property be injured or

not. A total destruction of the building in which the Real Property may be situated shall terminate this Lease.

- 15. Lessor's Remedies on Default.** If the Tenant defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Tenant notice of such default and if Tenant does not cure any such default within *60 days*, after the giving of such notice or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within 60 days and thereafter proceed with reasonable diligence and good faith to cure such default, then Lessor may terminate this Lease and all rights of Lessee under this Lease by such written notice. If it so terminates on the date specified in such notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Real Property to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Real Property by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

No act of Lessor shall be construed as terminating this Lease except written notice given by Lessor to Tenant advising Tenant that Lessor elects to terminate the Lease. In the event Lessor elects to terminate this Lease, Lessor may recover from Tenant.

- 16. Insurance.** The Lessor share maintain casualty insurance for the Real Property. The Tenant will maintain liability insurance in a total aggregate sum of at least \$1,000,000.00.
- 17. Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
- 18. Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest.
- 19. Notices.** Any notice which either party may or is required to give, shall be given by personal delivery or mailing the same to Tenant at the Real Property (or at the address indicated below), or Lessor at the address specified below, or at such other places as may be designated by the parties from time to time.
- 20. Time of Essence.** Time is of the essence in the performance of this Agreement.
- 21. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Signed this 12<sup>th</sup> day of January, 2017.

LESSOR:

By:   
James Chumbloy  
(Print Name and Title)  
owner CGH Holdings  
LLC

TENANT:

By:   
Brandon Gilbert  
Arctic Greenery, LLC  
(Print Name and Title)

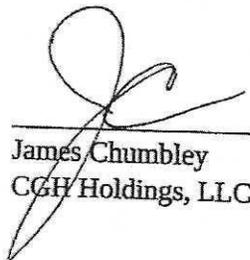
By:   
Sherry Gilbert - Tenant  
(Print Name and Title)  
Arctic Greenery, LLC

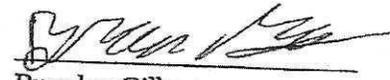
AMENDMENT OF COMMERCIAL LEASE BETWEEN CGH HOLDINGS, LLC  
AND ARCTIC GREENERY, LLC. DATED JANUARY 12, 2017

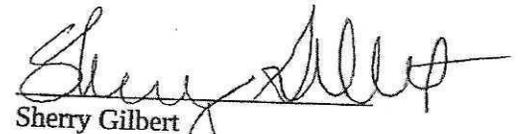
Amendment of Lease between CGH Holdings, LLC ("Lessor") and Arctic Greenery, LLC  
("Lessee/Tenant"). Dated January 12, 2017.

Amendment to #15:

In case of default by Lessee, the Lessor may not take possession or remove marijuana or marijuana  
product. The Alaska Marijuana Control Office must be contacted immediately.

  
28 Aug. 17  
James Chumbley  
CGH Holdings, LLC

  
Brandon Gilbert  
Arctic Greenery, LLC

  
Sherry Gilbert  
Arctic Greenery, LLC

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	Arctic Greenery, LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10037830

**Status:** Good Standing

**AK Formed Date:** 4/20/2016

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

**Entity Mailing Address:** 2121 MCCULLAM AVE APT A, FAIRBANKS, AK 99701

**Entity Physical Address:** 1725 RICHARDSON HIGHWAY, NORTH POLE, AK 99705

## Registered Agent

**Agent Name:** Sherry Gilbert

**Registered Mailing Address:** 2121 MCCULLAM AVE, FAIRBANKS, AK 99701

**Registered Physical Address:** 1725 RICHARDSON HIGHWAY, NORTH POLE, AK 99705

## Officials

Show Former

AK Entity #	Name	Titles	Owned
	Brandon Gilbert	Member	49.00
	Sherry Gilbert	Member	51.00

## Filed Documents

Date Filed	Type	Filing	Certificate
4/20/2016	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
4/20/2016	Initial Report	<a href="#">Click to View</a>	
10/31/2016	Change of Officials	<a href="#">Click to View</a>	
11/21/2016	Change of Officials	<a href="#">Click to View</a>	
11/01/2017	Agent Change	<a href="#">Click to View</a>	
1/17/2018	Biennial Report	<a href="#">Click to View</a>	
12/31/2019	Biennial Report	<a href="#">Click to View</a>	

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**OPERATING AGREEMENT**  
of  
**Arctic Greenery, LLC**

**This Operating Agreement** (the "Agreement") made and entered into this 20th day of April, 2016 (the "Execution Date"),

**BETWEEN:**

Sherry Gilbert of 2121 McCullam Avenue, Fairbanks, Alaska 99701, and  
Brandon Gilbert of 2121 McCullam Avenue, Fairbanks, Alaska 99701

(individually the "Member" and collectively the "Members").

**BACKGROUND:**

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

**IN CONSIDERATION OF** and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

**Formation**

- 1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Members will be as stated in the Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

**Name**

- 2. The name of the Company will be Arctic Greenery, LLC.

**Purpose**

- 3. Cannabis Cultivation.

**Term**

- 4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

**Place of Business**

- 5. The Principal Office of the Company will be located at 1725 Richardson Highway, Suites 101, 102 & 104, North Pole, Alaska 99705 or such other place as the Members may from time to time designate.

**Capital Contributions**

- 6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Sherry Gilbert		\$10,000.00
Brandon Gilbert		\$10,000.00

**Allocation of Profits/Losses**

- 7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will accrue to and be borne by the Members in equal proportions.
- 8. Each Member will receive an equal share of any Distribution.
- 9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

**Nature of Interest**

10. A Member's Interest in the Company will be considered personal property.

**Withdrawal of Contribution**

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

**Liability for Contribution**

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

**Additional Contributions**

13. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

**Capital Accounts**

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

**Interest on Capital**

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

**Management**

17. Management of this Company is vested in the Members.

**Authority to Bind Company**

18. Only the following individuals have authority to bind the Company in contract: Sherry Gilbert and Brandon Gilbert.

**Duty of Loyalty**

19. While a person is a Member of the Company, and for a period of at least one year after that person ceases to be a Member, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

**Duty to Devote Time**

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

**Member Meetings**

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
22. Regular meetings of the Members will be held annually.

**Voting**

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

**Admission of New Members**

24. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the

other Members.

**Voluntary Withdrawal of a Member**

26. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.
27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

**Involuntary Withdrawal of a Member**

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

**Dissociation of a Member**

31. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of

payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.

32. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

**Right of First Purchase**

36. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

**Assignment of Interest**

37. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.

38. In the event that a Member’s interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

**Valuation of Interest**

39. In the event of a dissociation or the dissolution of the Company, each Member's financial interest in the Company will be in proportion to the following schedule:

Member	Dissolution Distribution Percent
Sherry Gilbert	51%
Brandon Gilbert	49%

40. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

**Dissolution**

42. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;

- b. in satisfaction of Company debt obligations to current Members; and then
- c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

**Records**

44. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
  - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
  - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
  - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
  - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

**Books of Account**

46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

**Banking and Company Funds**

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

**Audit**

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

**Tax Treatment**

49. This Company is intended to be treated as a corporation, for the purposes of Federal and State Income Tax.

**Annual Report**

50. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.
  - b. Income statement.
  - c. A breakdown of the profit and loss attributable to each Member.

**Goodwill**

51. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

**Governing Law**

52. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

**Force Majeure**

53. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

**Forbidden Acts**

54. No Member may do any act in contravention of this Agreement.
55. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
56. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
57. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
58. No Member may confess a judgment against the Company.
59. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

**Indemnification**

60. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

**Liability**

61. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

**Liability Insurance**

62. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

**Life Insurance**

63. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

**Actions Requiring Unanimous Consent**

64. The following actions will require the unanimous consent of all Members:
- a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

**Amendment of this Agreement**

65. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

**Title to Company Property**

66. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

**Miscellaneous**

67. Time is of the essence in this Agreement.
68. This Agreement may be executed in counterparts.

69. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
70. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
71. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
72. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
73. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
74. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

**Definitions**

75. For the purpose of this Agreement, the following terms are defined as follows:
  - a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
  - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

- c. "Distributions" means a payment of Company profits to the Members.
- d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
- e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

**IN WITNESS WHEREOF** the Members have duly affixed their signatures under hand and seal on this 20th day of April, 2016.

  
Sherry Gilbert (Member)

A handwritten signature in blue ink, appearing to read "Brandon Gilbert", is written over a horizontal line.

Brandon Gilbert (Member)