

Alcohol & Marijuana Control Office

Initiating License Application

6/8/2021 10:57:10 AM

License Number: 13119**License Status:** Active-Operating**License Type:** Retail Marijuana Store**Doing Business As:** REBEL ROOTS LLC**Business License Number:** 1051864**Designated Licensee:** Kyle Wendler**Email Address:** kyle@blackrapidsak.com**Local Government:** Fairbanks North Star Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 64.913120, -147.904743**Physical Address:** 2575 Goldstream Road
Fairbanks, AK 99709
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10042349**Alaska Entity Name:** Rebel Roots LLC**Phone Number:** 907-347-7961**Email Address:** kyle@blackrapidsak.com**Mailing Address:** 607 Old Steese Hwy
Ste B Box 303
FAIRBANKS, AK 99701
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Kyle Wendler**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-347-7961**Email Address:** kyle@blackrapidsak.com**Mailing Address:** 607 Old Steese Hwy.
Ste B Box 303
Fairbanks, AK 99701
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Miguel Espinosa**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-987-1017**Email Address:** miguel@blackrapidsak.com**Mailing Address:** 607 Old Steese Hwy.
Ste B Box 303
Fairbanks, AK 99701
UNITED STATES**Entity Official #3****Type:** Entity**Alaska Entity Number:** 10082015**Alaska Entity Name:** Apollo, LLC**Phone Number:** 907-322-5336**Email Address:** bill@tvtc.com**Mailing Address:** PO Box 84662
Fairbanks, AK 99708
UNITED STATES**Entity Official #4****Type:** Individual**Name:** William St. Pierre**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-322-5336**Email Address:** bill@tvtc.com**Mailing Address:** PO Box 84662
Fairbanks, AK 99708
UNITED STATES**Note:** No affiliates entered for this license.



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

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:	Rebel Roots LLC	License Number:	13119		
License Type:	Retail Marijuana Store				
Doing Business As:	Rebel Roots LLC				
Premises Address:	2575 Goldstream Road				
City:	Fairbanks	State:	AK	ZIP:	99709

Section 2 – Individual Information

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

Name:	Kyle Wendler
Title:	Member

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.

KW

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.

KW

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

KW

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).

--



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications & Waiver

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.

KW

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.

KW

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

KW

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

KW

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

KW

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.

KW

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.

KW

I, Kyle Wendler, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

KW

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.

Signature of licensee

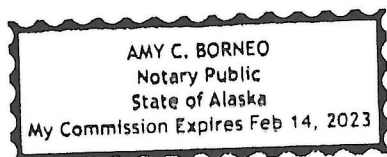
Notary Public in and for the State of Alaska

Kyle Wendler

Printed name of licensee

My commission expires: Feb 14, 2023

Subscribed and sworn to before me this 17th day of May, 2021.





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
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Licensee:	Rebel Roots LLC	License Number:	13119		
License Type:	Retail Marijuana Store				
Doing Business As:	Rebel Roots LLC				
Premises Address:	2575 Goldstream Road				
City:	Fairbanks	State:	AK	ZIP:	99709

Section 2 – Individual Information

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

Name:	Miguel Espinosa
Title:	Member

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.

ME

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.

ME

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

ME

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).

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Alaska Marijuana Control Board

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Section 4 – Certifications & Waiver

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ME

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ME

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

ME

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

ME

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

ME

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.

ME

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.

ME

I, Miguel Espinosa, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

ME

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.

[Signature]
Signature of licensee

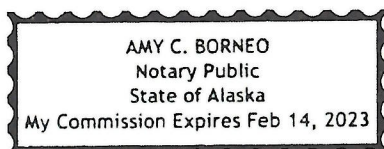
[Signature]
Notary Public in and for the State of Alaska

Miguel Espinosa

Printed name of licensee

My commission expires: Feb 14, 2023

Subscribed and sworn to before me this 7th day of May, 2021





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
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License Type:	Retail Marijuana Store				
Doing Business As:	Rebel Roots LLC				
Premises Address:	2575 Goldstream Road				
City:	Fairbanks	State:	AK	ZIP:	99709

Section 2 – Individual Information

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

Name:	William St. Pierre
Title:	Sole Member, Apollo LLC

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.

WS

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.

WS

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

WS

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).

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

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WS

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.

WS

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

WS

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

WS

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

WS

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.

WS

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.

WS

I, WILLIAM ST PIERRE, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

WS

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.



Signature of licensee

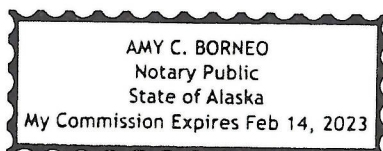
William St. Pierre

Printed name of licensee


Notary Public in and for the State of Alaska

My commission expires: Feb 14, 2023

Subscribed and sworn to before me this 7th day of May, 2023.



THIRD EXTENSION OF LEASE AGREEMENT

^{KW}
^{1st}
This THIRD EXTENSION OF LEASE AGREEMENT is entered into this 29th day of ~~June~~^{May}, 2021 ("Effective Date") by and between REBEL ROOTS LLC ("Tenant") and THEODORE R. ELLSWORTH ("Landlord") (collectively "Parties").

Recitals

WHEREAS, the Parties entered into a Commercial Lease Agreement (the "Lease") dated April 25, 2017 calling for the lease of real property commonly known as 2575 Goldstream Road, Fairbanks, Alaska 99709;

WHEREAS, the Parties entered into a Lease Addendum on August 8, 2017 to incorporate changes to the Lease needed to comply with Marijuana Control Board regulations;

WHEREAS, the Parties entered into an Extension of Lease Agreement on June 29, 2018 to extend the Initial Term of the Lease;

WHEREAS, the Parties entered into a Second Extension of Lease Agreement on June 29, 2020 to extend the Initial Term of the Lease;

WHEREAS, the Extended Initial Term of the Lease expires on July 1, 2021; and

WHEREAS, the Parties desire to extend the Initial Term of the Lease by Two (2) year;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The term of the Commercial Lease Agreement for 2575 Goldstream Road dated April 25, 2017, as amended by the Extension of Lease Agreement (attached), is extended by two (2) year and shall terminate on July 1, 2023; and

During the extended term, the Parties will continue to be bound by, and will comply with, all terms and conditions contained in the Commercial Lease Agreement for 2575 Goldstream Road dated April 25, 2017 and the August 8, 2017 Lease Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the Effective Date listed above.

Rebel Roots LLC

Theodore R. Ellsworth



Kyle Wendler, Manager



EXTENSION OF LEASE AGREEMENT

This EXTENSION OF LEASE AGREEMENT is entered into this 29th day of June, 2020 ("Effective Date") by and between REBEL ROOTS LLC ("Tenant") and THEODORE R. ELLSWORTH ("Landlord") (collectively "Parties").

Recitals

WHEREAS, the Parties entered into a Commercial Lease Agreement dated April 25, 2017 calling for the lease of real property commonly known as 2575 Goldstream Road, Fairbanks, Alaska 99709 (Exhibit A);

WHEREAS, the Parties entered into a Lease Addendum on August 8, 2017 (Exhibit B);

WHEREAS, the term of the Lease Agreement expires on July 1, 2020; and

WHEREAS, the Parties desire to extend the term of the Lease Agreement by one (1) year;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The term of the Commercial Lease Agreement for 2575 Goldstream Road dated April 25, 2017 is extended by one (1) year and shall terminate on July 1, 2021; and

During the extended term, the Parties will continue to be bound by, and will comply with, all terms and conditions contained in the Commercial Lease Agreement for 2575 Goldstream Road dated April 25, 2017 and the August 8, 2017 Lease Addendum.

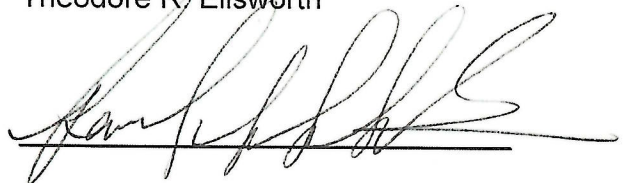
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the Effective Date listed above.

Rebel Roots LLC



Kyle Wendler, Manager

Theodore R. Ellsworth


_____

EXTENSION OF LEASE AGREEMENT

This EXTENSION OF LEASE AGREEMENT is entered into this 29th day of June, 2018 ("Effective Date") by and between REBEL ROOTS LLC ("Tenant") and THEODORE R. ELLSWORTH ("Landlord") (collectively "Parties").

Recitals

WHEREAS, the Parties entered into a Commercial Lease Agreement dated April 25, 2017 calling for the lease of real property commonly known as 2575 Goldstream Road, Fairbanks, Alaska 99709 (Exhibit A);

WHEREAS, the Parties entered into a Lease Addendum on August 8, 2017 (Exhibit B);

WHEREAS, the term of the Lease Agreement expires on July 1, 2019; and

WHEREAS, the Parties desire to extend the term of the Lease Agreement by one (1) year;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

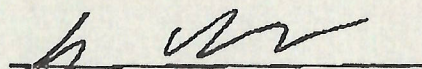
The term of the Commercial Lease Agreement for 2575 Goldstream Road dated April 25, 2017 is extended by one (1) year and shall terminate on July 1, 2020; and

During the extended term, the Parties will continue to be bound by, and will comply with, all terms and conditions contained in the Commercial Lease Agreement for 2575 Goldstream Road dated April 25, 2017 and the August 8, 2017 Lease Addendum.

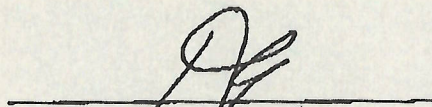
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the Effective Date listed above.

Rebel Roots LLC

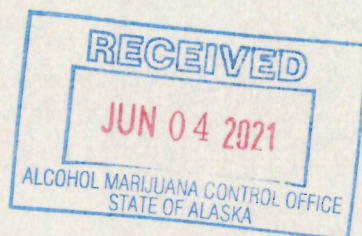
Theodore R. Ellsworth



Kyle Wendler, Member



5078421100730813



COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 25th day of April 2017, by and between Theodore R. Ellsworth (hereinafter referred to as "Landlord") and Rebel Roots LLC (hereinafter referred to as "Tenant"). It is understood that the Managing Member of Rebel Roots LLC and its Agent is GRANT ANDERSON who resides at 302 Cowles St, Fairbanks, Alaska, 99701. (253-310-5127)

ARTICLE I - GRANT OF LEASE

Landlord in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described below, together with, as part of the parcel, all improvements located thereon:

***TRACT A PROPWASH OUT OF TL-1458 SEC 14 T1N-R2W, more commonly known as
2575 Goldstream Road, Fairbanks, AK, 99709***

ARTICLE II - LEASE TERM

Section 1. Total Term of Lease. The Term of this Lease Shall Begin on the commencement date as defined in Section 2 of this Article (II), and shall terminate on 1 July 18

Section 2. Commencement Date. The commencement date is 1 July 17

ARTICLE III - EXTENSIONS

Tennant retains the Right to Renew this lease for two, consecutive 3 year terms with not more than a one hundred percent increase in rents for each of those terms and dependent on the tenants and landlords satisfactorily fulfillment of the terms of this lease. No verbal extensions will be made or considered valid.



ARTICLE IV – USE OF PREMISES

The premises shall be used by the Tenant to carry out the lawful Retail of cannabis in accordance with the laws and regulations of the State of Alaska for purposes thereof as set forth in 3AAC 306.400 - 306.408 and 3AAC 306.700 – 306.755 and for no other purposes.

Nothing herein shall give the Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sub-lessee, assignee, or licensee, which or who shall use the property for any other purpose.

ARTICLE V- COMPLIANCE WITH LAWS

The parties acknowledge that myriad regulations and local, state and federal laws and private persons shall govern the operation of Tenants use and that Tenant alone will be responsible for the compliance with all mandates and the requirements of any nature.

ARTICLE VI – TENANTS DUTY TO COMPLY tenants forgoing obligation shall encompass (i) all state and local laws and regulations from any government authority with jurisdiction over the Tenants use, including the but not limited to 3AAC 306.400-480 and 3AAC 306.700-755 and local zoning ordinances; and (ii) all federal laws to the extent those laws are not inconsistent with local and State laws allowing the Tenant to sue the Leased Premises for the permitted use specified in article VI above. The covenant to comply encompasses all applicable laws that become effective before and during the lease term as may be extended (collectively the “Mandates”), regardless of the cost of such compliance. Tenants inability to comply with the Mandates shall be grounds for termination of lease.

ARTICLE VII – DETERMINATION OF RENT

Monthly Rent for the Term of the lease shall be one thousand dollars (1000) Paid on the first day of each and every calendar month during the term hereof. Rent shall be paid in cash

A late fee in the amount one hundred and fifty dollars (150.00) shall be assessed if the payment is not received by the Landlord on or before the tenth day of each month.



ARTICLE VIII – SECURITY DEPOSIT

The Tenant has deposited with the landlord the sum of one thousand dollars (1000.00) as security for the full and faithful performance by the Tenant of all of the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of the lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale or transfer of the Leased Premises the Landlord shall have the right to transfer the security deposit to be held under the terms of this lease, and the Landlord shall be released from any liability for the return of the security deposit.

ARTICLE IX – TAXES

The Tenant is solely responsible for payment of all taxes associated with the leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in or on the leased Premises including specifically all of the taxes levied against the cultivation and production of products listed in Article IV herein.

The Landlord remains responsible for all property taxes.

ARTICLE X – UTILITIES

The Tenant shall pay for any and all utilities and expenses associated with the Leased premises and any activities associated with operation of said premises as covered in Article IV herein including but not limited to security guards, water, electricity, heat, construction, etc.

ARTICLE XI – IMPROVEMENTS

The parties Acknowledge that improvements to the property must continue in order to improve its ability to function as a business covered in article IV herein. All improvements to the property are the sole property of the Tenant and will be removed at the termination or expiration of the lease.

- a. Tenant shall at its sole expense but with the good faith and reasonable cooperation continue to secure all permits and other approvals required to make such alterations.
- b. Tenant is not entitled to reimbursement for any alterations or improvements to the property unless such reimbursement is agreed upon by the landlord in writing.
- c. The Tenant must remove at its sole expense any and all alterations that Landlord designates for removal at the end of the lease term.



All alteration plans must be approved by Landlord prior to implementation. During its implementation, Tenant must keep in effect, at its sole cost, a policy of builder's risk and liability insurance in a sum equal to three times the amount expended on construction. All risk or damage to the alterations during the course of construction shall be on the Tennant and be payable to the Landlord.

Tennant shall cause all contracts for alterations to be fully and completely performed in a good and workmanlike manner, all to the effect that the alterations shall be fully and completely constructed and installed in accordance with good engineering and construction practice and shall ensure no liens exist against such alterations at the time of completion. Tennant shall indemnify and hold the Landlord harmless for all costs and expenses including attorney's fees associated with any liens placed against the construction of said alterations and such costs and expenses shall be payable by the Tenant with the months regular monthly rent as additionally reimbursable expenses to the Landlord by Tennant.

ARTICLE XII – REPAIRS

Tenant shall repair and maintain the leased premises in good order and condition except for the reasonable wear and tear. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the leased premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the leased premises and that such alterations will be removed and the leased premises returned to its original state at the time of the termination of the lease.

ARTICLE XIII – DAMAGE TO PROPERTY

Notwithstanding and contrary to h provisions of this lease, Landlord shall not be responsible for any loss of or damage to the property of the tenant or of others located on the leased premises except where caused by the willful act of omission or negligence of the Landlord, or the landlords agents, employees, or contractors.

Article XIV – Inspection of Premises

Landlord will be afforded the opportunity, within reason, to inspect the facilities and the conduct of business installed by the Tenant in order to ensure to his own piece of mind that business is being conducted in good faith. Landlord must be escorted at all times while on the premises in order to comply with State regulations.

ARTICLE XV – INSURANCE

With respect to the leased premises, Tenant shall maintain at all times and at its sole expense liability insurance with limits of not less than one million dollars for injury or death from one accident and 250,000 property damage insurance, insuring landlord and Tenant against injury to persons or damage

4 of 8

Commercial Lease Agreement



to property as a result of accident, fire, theft, criminal mischief, etc., on or about leased premises. A copy of this policy or a certificate of insurance shall be delivered to landlord on or before the commencement date and no such policy shall be cancelled during the term of this lease.

In the event of damage to or destruction of the leased premises, tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgages or to landlord and tenant jointly if no institutional mortgage company holds an interest in the leased premises. All proceeds shall be placed into a trust for the repair, replacement, or restoration or any combination thereof, of the leased premises or of the improvements in the leased premises.

ARTICLE XVI – REPAIR AND RESTORATION

It shall be solely the Landlord's option to rebuild or restore the leased premises should catastrophic damage or destruction occur as a result of an insurance claim event. Should the landlord elect not to rebuild or restore the leased premises, this lease shall terminate and the tenant shall be entitled to reimbursement of the security deposit.

ARTICLE XVII – SURRENDER AND DISPOSAL

Tenant's covenant to comply with all applicable mandates shall apply equally to dismantling tenant operations at the end of the term and surrender of the leased premises. Tenant hereby covenants to dispose, according to mandates, all unused inventory, refuse, and scrap materials and thereafter to clean to commercially acceptable standards (including sterilization of impermeable surfaces, all to wall and ceiling to floor) all floors, walls, immovable fixtures, and air ducts serving the premises. Landlord shall not return the Security Deposit to Tenant until an inspection of the Leased Premises discloses that that the above cleaning and disposal and removal of alteration required in Section XVII above have been completed.

ARTICLE XVIII – EARLY TERMINATION

Landlord shall have the right upon Landlord's sole election, upon five days prior written notice to Tenant or, if sooner, upon the effective date of court order, to terminate this lease in the event of any of the following early termination causes.

- The seizure by any government authority seeking forfeiture of the building housing the premises; whether or not the court proceeding has actually commenced.



- The entry of judgement whether final or not that has the effect of establishing the tenants use of the leased premises or common area constitutes a public or private nuisance.
- Commencement of an action under any federal, state, or local law or regulation seeking remediation of the leased premises or any portion of the building housing the leased premises as a result of a violation by the tenant off any mandate pertaining to environmental sensitivity or commission of waste, irrespective of tenants' intent and course of action following commencement.
- A final appealable judgement having the effect of establishing that tenants' operation violates landlords' contractual obligations(i) pursuant to any private covenants of record restricting the landlords building housing the leased premises (ii) good faith and fair dealing to any third party including other tenant or of any other projects in the leased premises (iii) pursuant to its obligation under the mortgage agreement with the landlords bank.
- An event that (i) requires closure of the building for more than 180 consecutive days for remediation of materially adverse circumstances created by the Tenants use of the leased premises or for more the 210 consecutive calendar days within a 360-consecutive day period or (ii) causes tenants insurance carrier to cancel all coverage on the building housing the leased premises.

Tenant shall have the right to vacate the lease if AMCO or any other State, Federal, or local government agency denies the tenant issuance of the proper licensure required to legally operate as a Marijuana Retail for any reason outside of the Tenants control.

ARTICLE XX – INDEMNIFICATION

Tenant shall indemnify and hold the landlord harmless from and against all claims arising from or in connection with the conduct or management of the lease of the premises or of any business therein, or any work or thing whatsoever done, or any condition created other than by the landlord in or about the leased premises during the term of the lease. (B) any act, omission, or negligence of tenant or any of its employees or contractors;(C) any accident, injury or damage whatsoever occurring in, at, upon, or immediately surrounding the leased premises; and (D) any breach or default by the tenant in the full and prompt payment and performance of the tenant's obligations under the lease. Further tenant shall indemnify and hold the landlord harmless form any damage done to the building, common areas and surrounding premises as a result of robberies, break ins, and robberies; criminal prosecution, forfeiture, seizures, and other events cause as a direct result of the use of the premises as outlines in Article IV above.

In addition to the above, tenant agrees to indemnify and hold the landlord from and against damages and losses landlord incurs as a result of an early termination event.




ARTICLE XXII -- ENTIRE AGREEMENT

This instrument carries the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed under oath by both parties.

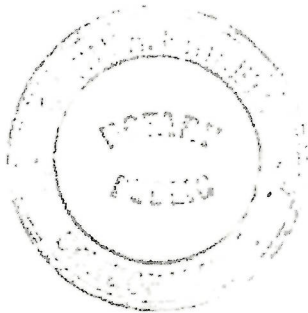
STATE OF ALASKA)
)SS.
FOURTH JUDICIAL DISTRICT)

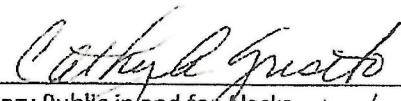
THIS IS TO CERTIFY that on the 25th of April 2017, before me, the undersigned notary public, personally appeared Theodore R. Ellsworth, known to me to be the identical person mentioned in and who executed the within and foregoing Commercial Lease Agreement, and she is acknowledged to me that he signed said instrument freely and voluntarily, for the uses and purposes therein mentioned.



Theodore R. Ellsworth

SUBSCRIBED AND SWORN TO before me this 25 day of April, 2017 by Dick Ellsworth





Notary Public in and for Alaska
My Commission expires 4/11/19



STATE OF ALASKA)
)SS.
FOURTH JUDICIAL DISTRICT)

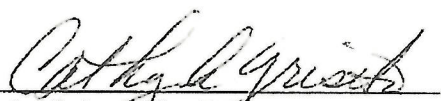
THIS IS TO CERTIFY that on the 25th of April 2017, before me, the undersigned notary public, personally appeared Grant Anderson, known to me to be the identical person mentioned in and who executed the within and foregoing Commercial Lease Agreement, and he is acknowledged to me that he signed said instrument freely and voluntarily, for the uses and purposes therein mentioned.



Grant Anderson

SUBSCRIBED AND SWORN TO before me this 25th day of April, 2017, by Grant Anderson




Notary Public in and for Alaska
My Commission expires 4/11/19




LEASE ADDENDUM for 2575 GOLDSTREAM ROAD


This addendum is made this 8th day of August, 20 17, and is added to and amends that certain agreement by and between REBEL ROOTS LLC as Tenant(s) and Theodore R. Ellsworth as Landlord(s), which agreement is dated 25th day of April, 2017. It is understood that the Managing Member of Rebel Roots LLC and its Agent is GRANT ANDERSON

Said agreement is amended as follows:

1. In section IV of the lease certain regulations are incorrectly cited that govern the use of said premises as a Retail Marijuana Store. Those regulations are amended and corrected to read;

"as set forth in regulations imposed by the Alaska Alcohol and Marijuana Control Office in 3 AAC 306 as well as any additional regulations or restrictions imposed by local government or the State of Alaska and for no other purpose."
2. The Landlord attests that he will not under any circumstances remove or take possession of any marijuana or marijuana products from the Tenant and that AMCO enforcement will be notified immediately in the event of any adverse action which may lead to him taking possession of said premises such as a default or repossession.

 date 8/11/17
Grant Anderson/Tenant
(MANAGING MEMBER of REBEL ROOTS LLC)

 date 8/11/17
Theodore R. Ellsworth
(Landlord)



**FIRST AMENDED OPERATING AGREEMENT OF
REBEL ROOTS LLC**

This FIRST AMENDED OPERATING AGREEMENT OF REBEL ROOTS LLC ("Operating Agreement") is entered into as of May 30, 2018 (the "Effective Date"), by Miguel Espinosa, Kyle Wendler, and Apollo, LLC, as Members of Rebel Roots LLC (the "Company").

WHEREAS, the Members desire to execute this Operating Agreement to provide for their respective rights, obligations, and duties with respect to the Company, and the management and governance of the Company;

The undersigned have agreed to operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Operating Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned, intending legally to be bound, agree as follows:

1. **DEFINITIONS.** Unless the context otherwise specifies or requires, capitalized terms used in this Operating Agreement shall have the respective meanings assigned to them in this Section 1 for all purposes of this Operating Agreement (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references in this Operating Agreement to Sections are to Sections of this Operating Agreement.

1.1 "Act" means the Alaska Limited Liability Company Act, Alaska Statutes § 10.50.010, *et seq.*, as in effect and hereafter amended, and, unless the context otherwise requires, applicable regulations thereunder. Any reference herein to a specific section or sections of the Act shall be deemed to include a reference to any corresponding provisions of future law.

1.2 "Additional Capital Contribution" means any Capital Contribution made by any Member after the Initial Capital Contribution pursuant to Section 5.

1.3 "Articles of Organization" or "Articles" means the Articles of Organization filed for the Company in accordance with the Act.

1.4 "Bankruptcy" means, and a Member shall be deemed "Bankrupt" upon, (i) the entry of a decree or order for relief of the Member by a court of competent jurisdiction in any involuntary case involving the Member under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (iii) the ordering of the winding up or liquidation of the Member's affairs; (iv) the filing with respect to the Member of a petition in any such involuntary bankruptcy case, which



petition remains undismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law); (v) the commencement by the Member of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (vi) the consent by the Member to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (vii) the making by the Member of any general assignment for the benefit of creditors; or (viii) the failure by the Member generally to pay his or her debts as such debts become due.

1.5 **"Capital Account"** means the separate account established and maintained for each Member pursuant to Section 5.

1.6 **"Capital Contribution"** means any property, including cash, or services, contributed to the Company by or on behalf of a Member.

1.7 **"Code"** means the Internal Revenue Code, as in effect and hereafter amended, or any corresponding provision of any succeeding law.

1.8 **"Company"** means Rebel Roots LLC.

1.9 **"Dollars"** and **"\$"** mean the lawful money of the United States.

1.10 **"Effective Date"** means the date of governmental or regulatory approval of any required licensure of the corporations or business entities in which the Company possesses shares or other ownership interests.

1.11 **"GAAP"** means generally accepted accounting principles set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect from time to time.

1.12 **"Initial Capital Contribution"** means the initial contribution of capital to the Company made by the Members as set forth in Section 5 and on Exhibit "A" attached hereto and incorporated herein.

1.13 **"Majority vote of the Membership Interests"** or **"majority of the Membership Interests"** means affirmative vote by more than 50% of the Membership Interests entitled to vote.

1.14 **"Manager"** means any person or his or her successor as may be appointed pursuant to the terms of this Operating Agreement.



1.15 "Member" or "Members" means Miguel Espinosa, Kyle Wendler, and Apollo, LLC, and any other Person who shall in the future execute this Operating Agreement pursuant to the provisions of this Operating Agreement.

1.16 "Membership Interest" means the Percentage Interest of a Member in the Company.

1.17 "Operating Agreement" means this Operating Agreement, as this Operating Agreement may be amended or modified from time to time, together with all addenda, exhibits, and schedules attached to this Operating Agreement from time to time.

1.18 "Percentage Interest" means a Member's percentage share of ownership of the Company, which shall be equal to the percentage that such Member's Capital Contributions bears to the sum of all Capital Contributions.

1.19 "Person" or "Persons" means any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization.

2. FORMATION, NAME, PLACE OF BUSINESS.

2.1 Formation of Company. The Members of the Company hereby:

2.1.1 Authorize formation of the Company by the Members as a limited liability company pursuant to the Act, and further ratify the filing of the Articles of Organization with the State of Alaska, Department of Commerce, Community and Economic Development, Division of Corporations, Business and Professional Licensing;

2.1.2 Confirm and agree to their status as Members of the Company;

2.1.3 Execute this Operating Agreement for the purpose of confirming the existence of the Company and establishing the rights, duties, and relationship among the Members, and between the Members and the Company;

2.1.4 Agree (i) that, if the laws of any jurisdiction in which the Company transacts business so require, the Company shall appropriately file all documents necessary for the Company to qualify to transact business under such laws, and (ii) to execute, acknowledge, and file any amendments to the Articles as may be required to lawfully operate the Company as a limited liability company.

2.2 Name of Company. The name of the Company shall be Rebel Roots LLC. The business of the Company may be conducted under any other name permitted by the Act that is selected by the Members. If the Company does business under a name other than set forth in its Articles of Organization, then it shall execute, file, and record any assumed or fictitious name certificates as required by law.



2.3 Place of Business. The principal place of business of the Company shall be _____. The Members may change the principal place of business to such other place within the United States as the Members may determine from time to time. The Members may establish and maintain other offices and additional places of business of the Company in or outside the State of Alaska.

2.4 Registered Office and Registered Agent. The name and address of the initial registered agent of the Company is _____.

2.5 No Partnership Intended for Non-Tax Purposes. The Members do not intend to form a joint venture or a partnership under the laws of Alaska. The Members do not intend to be partners to one another or any third party. The Members agree and acknowledge that the Company is to be treated as a partnership solely for federal and state income tax purposes.

3. PURPOSES AND POWERS OF COMPANY.

3.1 Purposes. The purposes for which the Company is organized are:

3.1.1 To operate an establishment licensed under Title 3, Chapter 306 of the Alaska Administrative Code, and for any other lawful purpose; and

3.1.2 To enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purposes and to assist the Company to carry out the purposes contemplated by this Operating Agreement.

3.2 Powers. The Company shall have the power to do any and all lawful acts for the furtherance of the purposes of the Company and this Operating Agreement.

4. TERM. The Company commenced when the Articles of Organization were delivered to the Department of Commerce, Community and Economic Development, Division of Corporations, Business and Professional Licensing. The Company shall continue in perpetuity until it is dissolved, liquidated, and terminated in conformity with the provisions of this Operating Agreement or the Act.

5. CAPITAL.

5.1 Initial Capital Contributions of the Members. Upon execution of this Operating Agreement, each Member will or has contributed to the Company the types and amounts of Initial Capital Contribution set forth in the attached Exhibit A.

5.2 Additional Capital Contributions of the Members. Upon the agreement of all of the Members, a Member may make an Additional Capital Contribution. The Percentage Interest of the Members shall be adjusted to reflect any Additional Capital Contribution when it is made. No Member shall be required to contribute any additional capital to the Company and no Member shall have any



personal liability for any Additional Capital Contribution to the Company unless expressly assumed in writing.

5.3 Form of Capital Contributions or Additional Capital Contributions of the Members. Upon vote of the Members, any Member, including the Manager, may make any of the contributions referenced in this Section 5 in kind, or through services ("Sweat Equity") provided, however, that such in kind or Sweat Equity Capital Contributions or Additional Capital Contributions shall be valued as agreed by all of the Members and shall also be made subject to the terms of any definitive agreement(s) regarding the purchase of the applicable Membership Interests.

5.4 Capital Accounts. A separate Capital Account shall be established and maintained for each Member. The Capital Account of each Member shall be (i) increased by the amount of any Capital Contributions made to the Company by the Member, (ii) increased or decreased by items of net income or net loss allocated to the Member pursuant to Section 6, and (iii) decreased by any distributions made from the Company to the Member.

5.5 No Interest on Capital Contributions or Capital Accounts. No Member shall be entitled to receive any interest on his, her, or its Capital Contribution or Capital Account balance.

5.6 Loans. Subject to AS 10.50.140, a Member or an employee of the Company may, at any time, make or cause a loan to be made to the Company in any amount and on such terms as all Members agree. Any such approved advances or loans shall not result in any increase in the amount of such Member's Capital Account or entitle such Member to any increase in its Percentage Interest. The amounts of such advances or loans shall be a debt of the Company and shall be payable or collectible only out of the Company's assets in accordance with terms and conditions agreed upon by all Members.

5.7 Liability of Members. Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and none of the Members shall be obligated personally for any such debt, obligation, or liability solely by reason of being a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Act or this Operating Agreement shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

5.8 Return of Capital. No Member shall have the right to demand or to receive the return of all or any part of his, her, or its Capital Account or Capital Contributions to the Company except upon the consent of all Members, upon the dissolution of the Company, or as may be specifically provided in this Operating Agreement.



5.9 THE UNCERTIFICATED LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS PROVIDED FOR UNDER THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED OR SOLD, UNLESS REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE MEMBERSHIP INTERESTS ARE SUBJECT TO CERTAIN VOTING AND GOVERNANCE PROVISIONS, RESTRICTIONS ON TRANSFER, AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS OPERATING AGREEMENT.

6. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS.

6.1 Allocation of Net Income or Net Loss. Except as otherwise provided in Section 6.2, the net income or net loss, other items of income, gains, losses, deductions, and credits, and the taxable income, gains, losses, deductions, and credits of the Company, if any, for each fiscal year (or portion thereof) shall be allocated to the Members in proportion to their Percentage Interests.

6.2 Allocation of Income and Loss With Respect to Company Interests Transferred. If any interest is transferred during any fiscal year, the net income or net loss (and other items referred to in Section 6.1) attributable to such interest for such fiscal year shall be allocated between the transferor and the transferee by closing the books of the Company as of the date of the transfer.

6.3 Distributions. Distributions to the Members may be made at times and in amounts as are determined by the Manager in the Manager's sole discretion. Approved distributions shall be made to the Members in proportion to their Percentage Interests. Distributions may be made in cash or by distributing property in kind.

7. MANAGEMENT OF COMPANY.

7.1 Management of the Company. The Members shall manage, control, and conduct the business and affairs of the Company.

7.2 Manager. The Members may elect a Manager or other officers to manage the business and affairs of the Company by a unanimous vote of the Membership Interests. The Manager shall hold office until their resignation, removal from office, or death. Upon the happening of any of these events, a successor Manager shall be appointed to fill the vacancy by unanimous approval of all Members.

7.3 Salaries and Contract Rights. The salary, if any, of the Manager and/or other officers shall be fixed from time to time by the Members. The appointment of a Manager or other officers shall not of itself create contract rights.

7.4 Removal and Voluntary Resignation of Manager. The Manager or officers may be removed at any time, with or without cause, by a unanimous vote of the



Membership Interests, or in the case of a Member-Manager, by a unanimous vote of the remaining non-managing Members, at a meeting of the Members called for that purpose, provided that notice has been given as required by this Operating Agreement. The Manager may resign at any time, without prejudice to any rights of the Company, by giving written notice to the Members.

7.5 Duties, Rights, and Powers of Manager. Except as specifically limited in this Operating Agreement, or under applicable law, the Manager shall have the sole and exclusive right to manage, control, and conduct the business and affairs of the Company.

7.5.1 The Manager shall have the duties and powers set forth below and shall perform all such other duties as the Members shall designate. Accordingly, the Manager shall:

- A. Manage the affairs and business of the Company;
- B. Exercise the authority and powers granted to the Company;
- C. Take any and all actions necessary to perfect and maintain the status of the Company as a limited liability company under the Act, including the filing of such certificates and biennial reports and the taking of all other actions required for the continuance of the Company under this Act and this Operating Agreement;
- D. Preside at meetings of the Members.
- E. Sign all bonds, deeds, mortgages, and any other agreements, and such signature(s) shall be sufficient to bind the Company;
- F. Prepare minutes of the Members' meetings and keep them in one or more books provided for that purpose;
- G. Authenticate records of the Company;
- H. See that all notices are duly given in accordance with the provisions of this Operating Agreement or as required by law;
- I. Be custodian of the corporate records;
- J. Keep a register of the post office address and other contact information of each Member that shall be furnished by such Member;
- K. Have general charge of the Membership Interest transfer books of the Company;
- L. Report quarterly to Members on the status of the Company's finances, compliance with applicable regulations, business plan status, and other relevant matters;



M. Take all actions necessary or appropriate to accomplish the Company's purposes in accordance with the terms of this Operating Agreement; and

N. Otherwise act in all other matters on behalf of the Company.

7.5.2 In addition to the duties and powers which the Manager may have in accordance with Section 7.5.1, and except as otherwise specifically limited in this Operating Agreement or under applicable law, the Manager shall have specific rights and powers required for the management of the business of the Company, including, the right to do the following, and in the absence of a Manager, the Members shall have the right to do the following upon a unanimous vote of the Membership Interests:

A. Establish overall policy decisions with respect to the business and affairs of the Company;

B. Review and approve annual budgets and operating guidelines;

C. Approve contracts, agreements, and commitments of the Company in an amount not to exceed \$50,000 per transaction, or exceeding \$50,000 over multiple linked transactions;

D. Approve the choice of bank depositories, and approve arrangements relating to signatories on bank accounts;

E. Approve the choice of the Company's attorneys, independent accountants, and any other consultants, including, without limitation, market consultants, leasing agents, management agents, and advertising and public relations agents;

F. Approve any change to the Company's fiscal year;

G. Approve all distributions to the Members;

H. Approve the conveyance, sale, transfer, assignment, pledge, encumbrance, or disposal of, or the granting of a security interest in, any assets of the Company;

I. Incur indebtedness or loan or extend credit to any Person in an amount not to exceed the value of the assets then owned by the Company;

J. Employ, appoint, and remove any Company employee who is involved in the day-to-day management or business of the Company;

K. Change any accounting principles used by the Company, except to the extent required by GAAP;



L. Notify entities owned in whole or in part by the Company of any changes in ownership of the Company; and

M. Approve any tax elections of the Company.

7.6 Extraordinary Transactions. Notwithstanding anything to the contrary in this Operating Agreement, the Manager shall not undertake any of the following without the unanimous approval of the Members:

7.6.1 The admission of additional Members to the Company;

7.6.2 Discontinuance of the Company's business;

7.6.3 Sale of the Company's business or substantial portion thereof, or the sale, exchange, or other disposition of all, or substantially all, of the Company's assets;

7.6.4 Any merger, reorganization, or recapitalization of the Company;

7.6.5 Settlement or confession of judgment in any legal matter;

7.6.6 Taking or effecting any action that would render the Company bankrupt or insolvent or, except as expressly provided in this Operating Agreement, cause the termination, dissolution, liquidation, or winding-up of the Company;

7.6.7 Taking or effecting any action that would create a financial obligation of the company in excess of \$50,000.00; and

7.6.8 Such other matters and decisions as the Members may from time to time designate.

7.7 Business Plan and Budget. Each Fiscal Year, commencing with the Fiscal Year beginning on January 1, 2018, Manager shall prepare an annual business plan and operating budget for the Company. Each draft budget shall be delivered to the Members not later than thirty (30) calendar days before the beginning of the Fiscal Year in question. The approval of any draft business plan and budget shall be an "Extraordinary Transaction" pursuant to Section 7.6 and will be effective upon approval by a unanimous vote of the Members. Once a draft business plan and budget is approved, it shall be the "Annual Business Plan and Budget" for the Company for the Fiscal Year in question.

7.8 Third Party Reliance. Third parties dealing with the Company shall be entitled to rely upon the power and authority of the Manager as set forth herein.

7.9 Standard of Care. The Manager shall not be liable to the Company or its Members for monetary damages for breach of fiduciary duty or



otherwise liable, responsible, or accountable to the Company or its Members for monetary damages or otherwise for any acts performed, or for any failure to act. However, this provision shall not eliminate or limit the liability of the Manager: (i) for any breach of their duty of loyalty to the Company or its Members; (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, gross negligence, or fraud; (iii) for any transaction from which the Manager received any improper personal benefit; or (iv) if proven in court to have knowingly and actively acted against the financial interest of a Member.

7.10 Conflicts of Interest. Subject to the limitations of AS 10.50.140 and Section 8.9 hereunder, the Manager, at any time, may engage in and possess interests in other business ventures of any and every type independently or with others, with no obligation to offer to the Company or any Member the right to participate therein. The Company may transact business with any Member or the Manager, subject to the limitations of AS 10.50.140.

7.11 Agents. The Manager may designate one or more individuals as agents of the Company for any purpose. No agent need be a Member. Each agent shall have the authority and shall perform the duties designated by the Manager. Vacancies may be filled or new offices created and filled by the Manager. Any agent appointed by the Manager may be removed by the Manager whenever, in their sole judgment, the best interests of the Company would be served. However, such removal shall be without prejudice to the contract rights, if any, of the person so removed.

8. MEMBERS.

8.1 Members. The Members of the Company are listed on Exhibit A.

8.2 Member Qualifications. To be admitted as a Member, a Person shall provide documentation satisfactory to the Company that the Person is a resident of the State of Alaska, and is otherwise permitted to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code. Members shall maintain eligibility to own Membership Interests under applicable law at all times.

8.3 Meetings. There shall be quarterly meetings of the Members. Additional meetings of the Members may be called at any time by any Member or the Manager. Meetings shall be held at the principal place of business of the Company or as designated in the notice or waivers of notice of the meeting.

8.3.1 Notice. Notice of any meeting of the Members shall be given no fewer than five (5) days and no more than thirty (30) days prior to the date of the meeting. Notices shall be delivered in the manner set forth in Section 16.4 and shall specify the purpose or purposes for which the meeting is called. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.



8.3.2 Quorum. The holders of a majority of the Membership Interests, present in person or represented by proxy, shall constitute a quorum for transaction of business at any meeting of the Members. If the holders of less than a majority of the Percentage Interests are present at said meeting, the holders of a majority of the Percentage Interests present at the meeting may adjourn the meeting at any time without further notice.

8.3.3 Manner of Acting. The act of the holders of a majority of the Percentage Interests present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by statute, this Operating Agreement, or the Articles.

8.4 Action Without Meeting. Unless specifically prohibited by this Operating Agreement, any action required to be taken at a meeting of the Members may be taken without a meeting by a written instrument indicating the consent of the majority, or greater than a majority where otherwise required by this Operating Agreement, vote of the Members. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who were entitled to vote but did not consent in writing.

8.5 Telephonic Meetings. The Members may participate in and act at any meeting of Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating. The Members or Manager, whoever called for the meeting, shall ensure those Members attending remotely have access to any written materials reviewed at the meeting.

8.6 Proxies. Each Member entitled to vote at a meeting of Members or to express consent or dissent to action in writing without a meeting may authorize another person or persons to act for such Member by written proxy. Such proxy shall be deposited at the principal offices of the Company not less than twenty-four (24) hours before a meeting is held or action is taken. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

8.7 Voting of Interests. Each Member shall be entitled to vote according to his, her, or its Membership Interest in the Company upon each matter submitted to a vote of the holders thereof.

8.8 Duty to Act in Best Interest of LLC. As joint owners of a closely held limited liability company, all Members agree to act in the best interests of the Company when voting or deciding on issues affecting the Company, and each Member acknowledges their duty to act in good faith towards all other Members. The duty of care set forth in AS 10.50.135 is expressly adopted and incorporated into this Operating Agreement. Each Member has an affirmative duty to fully disclose all potential conflicts of interest to the other Members prior to any vote. Unless approved by all of the



remaining Members, any Member with a conflict of interest may not vote on the issue in question.

8.9 Other Activities of Members; Restrictions on Competition. Any Member, or any affiliate thereof, may have other business interests or may engage in other business ventures of any nature or description whatsoever, whether currently existing or hereafter created, and may compete, directly or indirectly, with the business of the Company, subject to the limitations of AS 10.50.140, to the extent applicable to such Member. No Member, or affiliate thereof, shall incur any liability to the Company as a result of his, her, or its pursuit of such other permitted business interests, ventures, and competitive activity, and neither the Company nor the other Members shall have any right to participate in such other business ventures or to receive or share in any income or profits derived therefrom, subject to the limitations of AS 10.50.140, to the extent applicable to such Member.

8.10 All expenses incurred with respect to the organization or operation of the Company shall be paid or reimbursed by the Company.

9. INDEMNIFICATION.

9.1 Right of Indemnification. In accordance with the Act and this Operating Agreement, the Company shall indemnify, defend, and hold harmless any Person who is a Member, Manager, or other officer of the Company, and the Person's officers, directors, partners, joint venturers, employees, or agents (individually, in each case, an "Indemnitee") to the fullest extent permitted by law, from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including costs, attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative, or investigative, in which the Indemnitee may be involved or threatened to be involved, as a party or otherwise, arising out of or incidental to the business or activities of or relating to the Company, regardless of whether the Indemnitee continues to be a Person who is a Member, Manager, or other officer of the Company, or the Person's officers, directors, partners, joint venturers, employees, or agents, at the time any such liability or expense is paid or incurred. However, this provision shall not eliminate or limit the liability of an Indemnitee (i) for any breach of the Indemnitee's duty of loyalty to the Company or the Members, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the Indemnitee received any improper personal benefit.

9.2 Advances of Expenses. Expenses incurred by an Indemnitee in defending any claim, demand, action, suit, or proceeding subject to this Section 9 shall be advanced by the Company prior to the final disposition of such claim, demand, action, suit, or proceeding, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount, if it shall be determined in a judicial proceeding or a binding arbitration that such Indemnitee is not entitled to be indemnified as authorized in this Section 9.



9.3 Other Rights. The indemnification provided by this Section 9 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, vote of the Members, as a matter of law or equity, or otherwise, both as to an action in the Indemnitee's capacity as a Member, Manager, or other officer of the Company, or any affiliate thereof, and as to an action in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of the Indemnitee.

9.4 Insurance. The Company may purchase and maintain insurance on behalf of the Members, the Manager, and such other persons as the Members shall determine against any liability that may be asserted against or expense that may be incurred by such Persons in connection with the offering of interests in the Company or the business or activities of the Company, regardless of whether the Company would have the power to indemnify such Persons against such liability under the provisions of this Operating Agreement.

10. BANK ACCOUNTS, BOOKS AND RECORDS, STATEMENTS, TAXES, FISCAL YEAR.

10.1 Bank Accounts. To the extent reasonably practicable, all funds of the Company shall be deposited in the Company's name in such checking and savings accounts, time deposits, certificates of deposit, mutual funds, money market instruments, or other accounts as shall be designated by the Manager from time to time. The Manager shall arrange for the appropriate conduct of such account or accounts, or such other mechanisms for managing funds of the Company.

10.2 Books and Records. The Manager shall keep, or cause to be kept, accurate books and records showing the financial condition of the Company, including copies of the Company's financial statements and the federal, state, and local tax returns of the Company for at least the most recent six (6) fiscal years. All Members shall have access to the books and records at any reasonable time during regular business hours and shall have the right to copy said records at such Member's expense.

10.2.1 Where Maintained. The books, accounts, and records of the Company at all times shall be maintained at the Company's principal office or at such other place authorized by the Manager.

10.2.2 Fiscal Year. The fiscal year of the Company for all purposes shall be the calendar year. The Manager shall have authority to change the beginning and ending dates of the fiscal year.

10.3 Accounting Decisions. All decisions as to accounting matters shall be made by the Manager, subject to the provisions herein.



10.4 Tax Matters Member. The Manager shall be the Company's tax matters partner ("Tax Matters Member"). The Tax Matters Member shall have all powers and responsibilities of a "tax matters partner" as defined in Section 6231 of the Code. The Tax Matters Member shall keep all Members informed of all notices from government taxing authorities that may come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Member in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.

10.5 Tax Elections. The Manager shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Section 754 of the Code. The decision to make or not make an election shall be at the Manager's sole and absolute discretion.

10.6 Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

11. TRANSFER OF MEMBERSHIP INTERESTS; SUBSTITUTION OF MEMBERS.

11.1 Transfer of Membership Interests.

11.1.1 Definition of Transfer. The term "transfer," when used in this Section 11 with respect to a Membership Interest, shall include any sale, assignment, gift, pledge, hypothecation, mortgage, exchange, or other disposition. However, a "transfer" shall not include any pledge, mortgage, or hypothecation of or granting of a security interest in a Membership Interest in connection with any financing obtained on behalf of the Company.

11.1.2 Void Transfers. No Membership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section 11. Any transfer or purported transfer of any Membership Interest not made in accordance with this Section 11 shall be void *ab initio*.

11.2 Restrictions of Transfers.

11.2.1 Consent Required. No Member may transfer all or any portion of, or any interest or rights in their Membership Interest or their Capital Account without: (i) the express written consent of all non-transferring Members; or (ii) following the procedures outlined in Section 11.2.2. Each Member acknowledges the reasonableness of this prohibition in view of the relationship of the Members.

11.2.2 Right of First Refusal. In the event that one Member wishes to transfer all or part of its Membership Interest in the Company, and in the



absence of the express written consent of non-transferring Members then holding a majority of the Membership Interests, the transferring Member shall first make the Membership Interest available to the other Member(s) in the manner set forth below in this Section 11.2.2.

A. The right of a Member to transfer its Membership Interest in the Company to any third party is expressly conditioned upon such transferring Member first offering to transfer his or her Membership Interest to the remaining Member(s) for the same price and upon the same terms as the proposed transfer to a person or entity not a Member of the Company. The procedure for this right of first refusal shall be as follows:

1. Prior to any proposed transfer of Membership Interest, the transferring Member shall send each of the remaining Members a copy of the proposed agreement between the transferring Member and the proposed transferee and notify the remaining Members of the transferring Member's intention to enter such agreement and make such transfer. The remaining Members shall each have the right, within thirty (30) calendar days of receipt of such notice, to acquire the transferring Member's interest on the same terms as the proposed agreement.

2. If more than one non-transferring Member elects to purchase the transferring Member's Membership Interest, then the percentage interest each such electing Member shall be entitled to purchase shall be determined by agreement among the electing non-transferring Members. Or, if the electing non-transferring Members are unable to so agree, then each electing non-transferring Member shall be entitled to purchase a pro rata amount of the offered membership interest based upon a percentage equal to the Membership Interests in the Company owned by such non-transferring Members relative to the total Membership Interest in the Company owned by all such electing non-transferring Members.

3. If the remaining Member(s) do not acquire the interest of the transferring Member, the transferring Member may then transfer his, her, or its interest in the Company to the person or entity named in the proposed agreement pursuant to the terms contained in this section, provided that such transfer is on the same terms and conditions and for the same price set forth in the proposed agreement sent to the remaining Members.

11.2.3 Substitution. Any transferee of a Membership Interest shall become a substituted Member upon (i) the express written consent of the non-transferring Members then holding a majority of the Membership Interests; (ii) the transferee agreeing to be bound by all the terms and conditions of the Articles and this Operating Agreement; (iii) the transferee providing documentation satisfactory to the Company that the transferee is eligible to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code; and (iv) receipt of any necessary regulatory approvals. Unless and until a transferee is admitted as a substituted Member, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder. A



Member who has transferred his, her, or its Membership Interest shall cease to be a Member upon transfer of the Member's entire Membership Interest and thereafter shall have no further powers, rights, and privileges as a Member hereunder except as provided in Section 9.

11.2.4 Vesting. The Members agree that it is essential to the success of the Company that all of the Members retain ownership for a minimum period of time. To accomplish this purpose, it is necessary for a vesting period to acquire a transferrable Membership Interest in the Company. The Members shall have no vested interest for the company for the first two years of ownership. At the end of the second year of membership in the LLC, the Member shall then become 100% vested and may transfer their Membership Interest in accordance with this Section.

12. ADMISSION OF NEW MEMBERS.

12.1 The admission of additional members to the Company through the sale, issuance, or other conveyance of Membership Interest by the Company is not considered a transfer of Membership Interest under Section 11.

12.2 Subject to the terms of this Operating Agreement, additional Persons may be admitted as Members of the Company under this Section 12 at such time and on such terms as may be deemed appropriate by a unanimous vote of the Membership Interests. To be admitted as a new Member, a Person shall (i) agree in writing to be bound by all the terms and conditions of this Operating Agreement, and (ii) provide documentation satisfactory to the Company that the Person is eligible to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code. A Person will not be fully admitted as a Member until any and all necessary regulatory approvals are received. Unless and until a Person is admitted as a Member, the Person shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder.

12.3 The Members understand that, in the event of the admission of a new member, the then existing Members' Percentage Interests shall be reduced pro rata in amounts that equal the amount of the new member's Percentage Interest.

13. DISSOCIATION OF A MEMBER.

13.1 Voluntary Withdrawal. In the event of a Member's voluntary withdrawal from the Company, 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. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company business. The withdrawing Member shall not be entitled to compensation, accrued distributions, or repayment of capital contributions without the express written consent of all of the other Members. If the remaining Members elect to purchase the interest of the withdrawing Member, the Members will serve written notice of such election upon the withdrawing Member within thirty (30) days after receipt of the withdrawing Member's notice of intention to withdraw,



including the purchase price and method and schedule of payment for the withdrawing Member's interest. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Book Value section of this Agreement. If the remaining members do not elect to purchase the withdrawing Member's interest, the withdrawing Member's interest will be transferred to the remaining Members on a pro rata basis consistent with their current Membership Interests.

13.2 Involuntary Withdrawal. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company business. 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; Member bankruptcy; and other involuntary levy or transfer of a Member's Membership Interest by judicial order or otherwise. Any Member (or its appropriate representative) who experiences an event leading to involuntary withdrawal shall notify the Company in writing of the event and the date of the event. In the absence of such notice, the other Members may give notice to the affected Member's representative, or upon notice of any involuntary levy or transfer of a Member's Interest by judicial order or otherwise, then within thirty (30) days of such notice, such Member shall either give written assurances that such event has not occurred, or has been cured. Failure to timely respond shall be deemed effective as notice of intent for compulsory sale.

13.3 Compulsory Sale of Member's Interest. Upon the receipt of notice under Section 13.2, the remaining Members shall meet and upon the unanimous affirmative vote of Members (without counting the Interest of the Member affected), the Members may elect to purchase the Interest of the affected Member. If the remaining Members elect to purchase the interest of the affected 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 interest, 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 Interest will be determined as outlined in the Book Value section of this Operating Agreement. If the Company and/or Members do not elect to purchase the affected Member's Membership Interest, then the Company may either elect to admit such Member's distributees or beneficiaries into the Company as Substituted Members, or may elect to dissolve, each by the vote as established in Sections 11 and 15 respectively.

13.4 Removal of a Member for Cause. A Member may be removed for cause upon a majority vote of the remaining Members. The expulsion of such Member will have no effect upon the continuance of the Company business. The remaining Members shall give notice to the Expelled Member of their removal as a Member. Upon the giving of such notice, the Expelled Member's Membership Interest and right to participate in the management and conduct of the Company's business is terminated. A Member removed for cause shall not be entitled to compensation, accrued distributions, or repayment of capital contributions without the express written consent of all of the other Members.



13.4.1 A Member may be removed for cause in the case of any of the following:

- A. the Member engaged in wrongful conduct that adversely and materially affected the Company's business;
- B. the Member engages in criminal, illegal or other acts of malfeasance, gross negligence, prohibited self-dealing or embezzlement;
- C. if it is unlawful to carry on the company's business with the Member;
- D. the Member willfully or persistently committed a material breach of this Operating Agreement or a duty owed to the Company or the other members of the Company, including the Member's duty of loyalty and duty of care;
- E. the Member engaged in conduct relating to the Company's business which makes it not reasonably practicable to carry on business with the Member;
- F. 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; or
- G. there has been a transfer of substantially all of the Member's Interest not in accordance with this Operating Agreement.

13.5 On any purchase and sale made pursuant to this section, a dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. 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.

13.6 The remaining Members retain the right to seek all available legal 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 Operating 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.

14. BOOK VALUE.

14.1 The term "Book Value" means the book value, computed in accordance with GAAP, of a Member's Percentage Interest in the Company as of the



end of the last full taxable year immediately preceding the year in which the event giving rise to the need for valuation occurred. Notwithstanding anything contained in this Operating Agreement to the contrary, the computation of Book Value shall be subject to the following provisions:

14.1.1 Book Value shall not include any proceeds collected or collectible by the Company under any policy or policies of life or disability insurance insuring the life or disability of a Member, as a result of the death or disability of a Member.

14.1.2 No additional allowance of any kind shall be made for the goodwill, trade names, or any other intangible asset or assets (the "Intangible Assets") of the Company other than the aggregate dollar amount for any of those Intangible Assets appearing on the most recent balance sheet of the Company prior to the date on which Book Value is to be determined.

14.1.3 Reserves for contingent liabilities shall not be treated as a liability for purposes of determining Book Value.

14.1.4 No adjustment shall be made to Book Value as a result of any event occurring subsequent to the date as of which Book Value is to be determined.

14.1.5 Anything contained in this Operating Agreement to the contrary notwithstanding, Book Value shall be calculated for the purposes of this Operating Agreement on an accrual basis even if the Company shall have used a different accounting method for that or any prior period.

14.1.6 Book Value shall be determined by the outside accountants regularly employed by the Company. If no such regularly-employed accountants can be agreed upon by a majority vote of the Membership Interests, then the Manager shall select the appropriate accountants to determine Book Value of the Company.

15. DISSOLUTION, LIQUIDATION, AND TERMINATION.

15.1 Events Causing Dissolution. The Company shall be dissolved and shall commence winding up its affairs upon the first to occur of any of the following events:

15.1.1 The consent in writing to dissolve and wind up the affairs of the Company by all of the Members;

15.1.2 The sale or other disposition by the Company of all or substantially all of the Company's assets and the collection of all amounts derived from any such sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidences of indebtedness taken by the Company and the satisfaction of contingent liabilities of the Company in connection with such other disposition (unless the Members shall elect to distribute such indebtedness to the Members in liquidation); or



15.1.3 The occurrence of any default that, under the Act, would cause the dissolution of the Company or that would make it unlawful for the business of the Company to be continued.

15.2 Winding Up. Upon the dissolution of the Company, the Manager shall wind up the Company's affairs and satisfy the Company's liabilities. The Manager shall liquidate all of the Company property and assets as quickly as possible consistent with obtaining the full fair market value of said property and assets. During this period, the Manager shall continue to operate the Company, and all of the provisions of this Operating Agreement shall remain in effect. The Manager shall notify all known creditors and claimants of the dissolution of the Company in accordance with the provisions of the Act.

15.3 Final Distribution. The proceeds from the liquidation of the Company shall be distributed as follows:

15.3.1 First, to creditors, including Members who are creditors, until all of the Company's debts and liabilities are paid and discharged (or provisions are made for payment thereof); and

15.3.2 The balance, if any, to the Members, in proportion to their Percentage Interests as of the date of such distribution, after giving effect to all contributions, distributions, and allocations for all periods.

15.4 Distributions in Kind. In connection with the termination and liquidation of the Company, the Manager shall attempt to sell all of the Company property and assets. To the extent that property or assets are not sold, each Member will receive his or her Percentage Interest of any distribution in kind. Any property or assets distributed in kind upon liquidation of the Company shall be valued on the basis of an independent appraisal or by unanimous agreement of the Members, and treated as though the property or assets were sold and the cash proceeds distributed.

15.5 No Recourse Against Other Members. The Members shall look solely to the assets of the Company for the return of their investment, and, if the property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return such investment, no Member shall have any recourse against any other Member.

15.6 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, any Member with a deficit in the Member's Capital Account shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

15.7 Articles of Dissolution. On completion of the distribution of Company property and assets as provided herein, the Company is terminated, and the Members (or such other person or persons as the Act may require or permit) shall file



articles of dissolution with the appropriate state agency, cancel any other filings made pursuant to the Act, and take such other actions as may be necessary to terminate the Company.

16. GENERAL PROVISIONS.

16.1 Compliance with Act. The Members and the Manager agree not to take any action or fail to take any action which, considered alone or in the aggregate with other actions or events, would result in the termination of the Company under the Act.

16.2 Lawful Purpose. When used throughout this Operating Agreement, the term "lawful purpose" and any similar phrase shall mean any purpose allowed for under the laws of the State of Alaska, irrespective of issues related to federal law or the laws of any other state.

16.3 Additional Actions and Documents. The Members and the Manager agree to take or cause to be taken such further actions, to execute, acknowledge, deliver, and file, or cause to be executed, acknowledged, delivered, and filed, such further documents and instruments, and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested to fully effectuate the purposes, terms, and conditions of this Operating Agreement, whether before, at, or after the closing of the transactions contemplated by this Operating Agreement.

16.4 Notices. Any notice hereunder to any Member or the Manager shall be in writing and shall be effective when actually delivered at the address shown below or at such other address as they may have designated by written notice received by the other parties to this Operating Agreement.

If to: Miguel Espinosa

If to: Kyle Wendler

If to: Apollo, LLC



16.5 Severability. If a court of competent jurisdiction finds any provision of this Operating Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity. However, if the

offending provision cannot be so modified, it shall be stricken and all other provisions of this Operating Agreement in all other respects shall remain valid and enforceable.

16.6 Survival. It is the express intention and agreement of the Members that all covenants, agreements, statements, representations, warranties, and indemnities made in this Operating Agreement shall survive the execution and delivery of this Operating Agreement.

16.7 Waiver. No delay on the part of a Member or the Manager in the exercise of any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude other or further exercise of any other right, power, or remedy.

16.8 Amendments. This Operating Agreement may be amended by a vote of the majority of the Members. No amendment, or waiver of, or consent with respect to, any provision of this Operating Agreement shall be effective unless it shall be in writing and signed and delivered by the Members. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a Member or the Company would otherwise have at law or in equity or otherwise.

16.9 Computations. When any calculation or other accounting computation is to be made for the purpose of this Operating Agreement, that calculation, to the extent applicable and except as otherwise specified in this Operating Agreement, shall be made in accordance with GAAP in effect at the time.

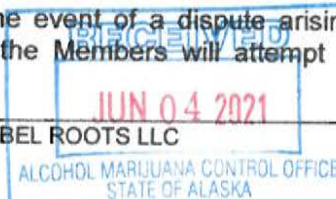
16.10 Binding Effect. Subject to any provisions hereof restricting assignment, this Operating Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors and assigns.

16.11 Limitation on Benefits of this Operating Agreement. Subject to Section 7.11, it is the explicit intention of the Members that no person other than the Members and the Company is or shall be entitled to bring any action to enforce any provision of this Operating Agreement against any Member or the Company, and that the covenants, undertakings, and agreements set forth in this Operating Agreement shall be solely for the benefit of, and shall be enforceable only by, the Members (or their respective successors and assigns as permitted hereunder) and the Company.

16.12 Captions. Section captions used in this Operating Agreement are for convenience only and shall not affect the construction of this Operating Agreement.

16.13 Governing Law. This Operating Agreement is a contract made under and governed by the laws of the State of Alaska. All obligations and rights of the parties stated herein shall be in addition to, and not in limitation of, those provided by applicable law.

16.14 Dispute Resolution. In the event of a dispute arising out of or in connection with this Operating Agreement, the Members will attempt to resolve the



dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Alaska. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Alaska. If the parties cannot agree upon an arbitrator within thirty (30) days of a request for arbitration, then any Member may contact the American Arbitration Association to initiate the proceedings, including for the selection of arbitrators.

16.15 Integration. This Operating Agreement (including the Exhibits hereto) and the Articles of Organization represent the entire agreement between the Members with respect to the transactions contemplated herein, and supersede all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

16.16 Counterparts. This Operating Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Operating Agreement to form one document.

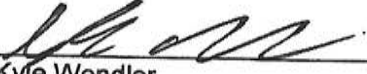
16.17 Strict Construction. It is the intent of the Members upon execution hereof that this Operating Agreement shall be deemed to have been prepared by all of the parties to this Operating Agreement, to the end that no Member shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

[Signatures Follow on Next Page]



IN WITNESS WHEREOF, following adoption of this Operating Agreement by the Members, the Members have executed this Operating Agreement as of the date first set forth above.

 May 23, 2018
Miguel Espinosa Date

 May 23, 2018
Kyle Wendler Date

APOLLO, LLC

 May 23, 2018
William St. Pierre, Member-Manager Date



EXHIBIT "A"

INITIAL CAPITAL CONTRIBUTIONS OF MEMBERS

Member	Contribution Description	Value of Contribution	Percent Interest
Miguel Espinosa			33.34
Kyle Wendler			33.33
Apollo, LLC			33.33



OPERATING AGREEMENT OF APOLLO, LLC

This OPERATING AGREEMENT OF APOLLO, LLC ("Operating Agreement") is entered into as of June 12, 2018 (the "Effective Date"), by William St. Pierre as the Member of Apollo, LLC (the "Company").

WHEREAS, the Members desire to execute this Operating Agreement to provide for their respective rights, obligations, and duties with respect to the Company, and the management and governance of the Company;

The undersigned have agreed to operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Operating Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned, intending legally to be bound, agree as follows:

1. **DEFINITIONS.** Unless the context otherwise specifies or requires, capitalized terms used in this Operating Agreement shall have the respective meanings assigned to them in this Section 1 for all purposes of this Operating Agreement (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references in this Operating Agreement to Sections are to Sections of this Operating Agreement.

1.1 **"Act"** means the Alaska Limited Liability Company Act, Alaska Statutes § 10.50.010, *et seq.*, as in effect and hereafter amended, and, unless the context otherwise requires, applicable regulations thereunder. Any reference herein to a specific section or sections of the Act shall be deemed to include a reference to any corresponding provisions of future law.

1.2 **"Additional Capital Contribution"** means any Capital Contribution made by any Member after the Initial Capital Contribution pursuant to Section 5.

1.3 **"Articles of Organization"** or **"Articles"** means the Articles of Organization filed for the Company in accordance with the Act.

1.4 **"Bankruptcy"** means, and a Member shall be deemed **"Bankrupt"** upon, (i) the entry of a decree or order for relief of the Member by a court of competent jurisdiction in any involuntary case involving the Member under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (iii) the ordering of the winding up or liquidation of the Member's affairs; (iv) the filing with respect to the Member of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of ninety (90) days or which is dismissed or



suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law); (v) the commencement by the Member of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (vi) the consent by the Member to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (vii) the making by the Member of any general assignment for the benefit of creditors; or (viii) the failure by the Member generally to pay his or her debts as such debts become due.

1.5 **"Capital Account"** means the separate account established and maintained for each Member pursuant to Section 5.

1.6 **"Capital Contribution"** means any property, including cash, or services, contributed to the Company by or on behalf of a Member.

1.7 **"Code"** means the Internal Revenue Code, as in effect and hereafter amended, or any corresponding provision of any succeeding law.

1.8 **"Company"** means Apollo, LLC.

1.9 **"Dollars"** and **"\$"** mean the lawful money of the United States.

1.10 **"Effective Date"** means the date of governmental or regulatory approval of any required licensure of the corporations or business entities in which the Company possesses shares or other ownership interests.

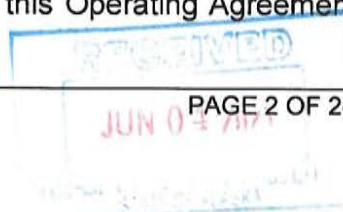
1.11 **"GAAP"** means generally accepted accounting principles set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect from time to time.

1.12 **"Initial Capital Contribution"** means the initial contribution of capital to the Company made by the Members as set forth in Section 5 and on Exhibit "A" attached hereto and incorporated herein.

1.13 **"Majority vote of the Membership Interests"** or **"majority of the Membership Interests"** means affirmative vote by more than 50% of the Membership Interests entitled to vote.

1.14 **"Manager"** means any person or his or her successor as may be appointed pursuant to the terms of this Operating Agreement.

1.15 **"Member"** or **"Members"** means William St. Pierre and Apollo, LLC, and any other Person who shall in the future execute this Operating Agreement pursuant to the provisions of this Operating Agreement.



1.16 **"Membership Interest"** means the Percentage Interest of a Member in the Company.

1.17 **"Operating Agreement"** means this Operating Agreement, as this Operating Agreement may be amended or modified from time to time, together with all addenda, exhibits, and schedules attached to this Operating Agreement from time to time.

1.18 **"Percentage Interest"** means a Member's percentage share of ownership of the Company, which shall be equal to the percentage that such Member's Capital Contributions bears to the sum of all Capital Contributions.

1.19 **"Person"** or **"Persons"** means any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization.

2. FORMATION, NAME, PLACE OF BUSINESS.

2.1 **Formation of Company.** The Members of the Company hereby:

2.1.1 Authorize formation of the Company by the Members as a limited liability company pursuant to the Act, and further ratify the filing of the Articles of Organization with the State of Alaska, Department of Commerce, Community and Economic Development, Division of Corporations, Business and Professional Licensing;

2.1.2 Confirm and agree to their status as Members of the Company;

2.1.3 Execute this Operating Agreement for the purpose of confirming the existence of the Company and establishing the rights, duties, and relationship among the Members, and between the Members and the Company;

2.1.4 Agree (i) that, if the laws of any jurisdiction in which the Company transacts business so require, the Company shall appropriately file all documents necessary for the Company to qualify to transact business under such laws, and (ii) to execute, acknowledge, and file any amendments to the Articles as may be required to lawfully operate the Company as a limited liability company.

2.2 **Name of Company.** The name of the Company shall be Apollo, LLC. The business of the Company may be conducted under any other name permitted by the Act that is selected by the Members. If the Company does business under a name other than set forth in its Articles of Organization, then it shall execute, file, and record any assumed or fictitious name certificates as required by law.

2.3 **Place of Business.** The principal place of business of the Company shall be PO Box 84662, Fairbanks, AK 99708. The Members may change the principal place of business to such other place within the United States as the Members may

determine from time to time. The Members may establish and maintain other offices and additional places of business of the Company in or outside the State of Alaska.

2.4 Registered Office and Registered Agent. The name and address of the initial registered agent of the Company is William St. Pierre, PO Box 84662, Fairbanks, AK 99708.

2.5 No Partnership Intended for Non-Tax Purposes. The Members do not intend to form a joint venture or a partnership under the laws of Alaska. The Members do not intend to be partners to one another or any third party. The Members agree and acknowledge that the Company is to be treated as a partnership solely for federal and state income tax purposes.

3. PURPOSES AND POWERS OF COMPANY.

3.1 Purposes. The purposes for which the Company is organized are:

3.1.1 To operate an establishment licensed under Title 3, Chapter 306 of the Alaska Administrative Code, and for any other lawful purpose; and

3.1.2 To enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purposes and to assist the Company to carry out the purposes contemplated by this Operating Agreement.

3.2 Powers. The Company shall have the power to do any and all lawful acts for the furtherance of the purposes of the Company and this Operating Agreement.

4. TERM. The Company commenced when the Articles of Organization were delivered to the Department of Commerce, Community and Economic Development, Division of Corporations, Business and Professional Licensing. The Company shall continue in perpetuity until it is dissolved, liquidated, and terminated in conformity with the provisions of this Operating Agreement or the Act.

5. CAPITAL.

5.1 Initial Capital Contributions of the Members. Upon execution of this Operating Agreement, each Member will or has contributed to the Company the types and amounts of Initial Capital Contribution set forth in the attached Exhibit A.

5.2 Additional Capital Contributions of the Members. Upon the agreement of all of the Members, a Member may make an Additional Capital Contribution. The Percentage Interest of the Members shall be adjusted to reflect any Additional Capital Contribution when it is made. No Member shall be required to contribute any additional capital to the Company and no Member shall have any personal liability for any Additional Capital Contribution to the Company unless expressly assumed in writing.



5.3 Form of Capital Contributions or Additional Capital Contributions of the Members. Upon vote of the Members, any Member, including the Manager, may make any of the contributions referenced in this Section 5 in kind, or through services ("Sweat Equity") provided, however, that such in kind or Sweat Equity Capital Contributions or Additional Capital Contributions shall be valued as agreed by all of the Members and shall also be made subject to the terms of any definitive agreement(s) regarding the purchase of the applicable Membership Interests.

5.4 Capital Accounts. A separate Capital Account shall be established and maintained for each Member. The Capital Account of each Member shall be (i) increased by the amount of any Capital Contributions made to the Company by the Member, (ii) increased or decreased by items of net income or net loss allocated to the Member pursuant to Section 6, and (iii) decreased by any distributions made from the Company to the Member.

5.5 No Interest on Capital Contributions or Capital Accounts. No Member shall be entitled to receive any interest on his, her, or its Capital Contribution or Capital Account balance.

5.6 Loans. Subject to AS 10.50.140, a Member or an employee of the Company may, at any time, make or cause a loan to be made to the Company in any amount and on such terms as all Members agree. Any such approved advances or loans shall not result in any increase in the amount of such Member's Capital Account or entitle such Member to any increase in its Percentage Interest. The amounts of such advances or loans shall be a debt of the Company and shall be payable or collectible only out of the Company's assets in accordance with terms and conditions agreed upon by all Members.

5.7 Liability of Members. Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and none of the Members shall be obligated personally for any such debt, obligation, or liability solely by reason of being a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Act or this Operating Agreement shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

5.8 Return of Capital. No Member shall have the right to demand or to receive the return of all or any part of his, her, or its Capital Account or Capital Contributions to the Company except upon the consent of all Members, upon the dissolution of the Company, or as may be specifically provided in this Operating Agreement.

5.9 THE UNCERTIFICATED LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS PROVIDED FOR UNDER THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR ANY STATE SECURITIES LAWS AND MAY NOT BE



OFFERED OR SOLD, UNLESS REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE MEMBERSHIP INTERESTS ARE SUBJECT TO CERTAIN VOTING AND GOVERNANCE PROVISIONS, RESTRICTIONS ON TRANSFER, AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS OPERATING AGREEMENT.

6. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS.

6.1 Allocation of Net Income or Net Loss. Except as otherwise provided in Section 6.2, the net income or net loss, other items of income, gains, losses, deductions, and credits, and the taxable income, gains, losses, deductions, and credits of the Company, if any, for each fiscal year (or portion thereof) shall be allocated to the Members in proportion to their Percentage Interests.

6.2 Allocation of Income and Loss With Respect to Company Interests Transferred. If any interest is transferred during any fiscal year, the net income or net loss (and other items referred to in Section 6.1) attributable to such interest for such fiscal year shall be allocated between the transferor and the transferee by closing the books of the Company as of the date of the transfer.

6.3 Distributions. Distributions to the Members may be made at times and in amounts as are determined by the Manager in the Manager's sole discretion. Approved distributions shall be made to the Members in proportion to their Percentage Interests. Distributions may be made in cash or by distributing property in kind.

7. MANAGEMENT OF COMPANY.

7.1 Management of the Company. The Members shall manage, control, and conduct the business and affairs of the Company.

7.2 Manager. The Members may elect a Manager or other officers to manage the business and affairs of the Company by a unanimous vote of the Membership Interests. The Manager shall hold office until their resignation, removal from office, or death. Upon the happening of any of these events, a successor Manager shall be appointed to fill the vacancy by unanimous approval of all Members.

7.3 Salaries and Contract Rights. The salary, if any, of the Manager and/or other officers shall be fixed from time to time by the Members. The appointment of a Manager or other officers shall not of itself create contract rights.

7.4 Removal and Voluntary Resignation of Manager. The Manager or officers may be removed at any time, with or without cause, by a unanimous vote of the Membership Interests, or in the case of a Member-Manager, by a unanimous vote of the remaining non-managing Members, at a meeting of the Members called for that purpose, provided that notice has been given as required by this Operating Agreement.



The Manager may resign at any time, without prejudice to any rights of the Company, by giving written notice to the Members.

7.5 Duties, Rights, and Powers of Manager. Except as specifically limited in this Operating Agreement, or under applicable law, the Manager shall have the sole and exclusive right to manage, control, and conduct the business and affairs of the Company.

7.5.1 The Manager shall have the duties and powers set forth below and shall perform all such other duties as the Members shall designate. Accordingly, the Manager shall:

- A. Manage the affairs and business of the Company;
- B. Exercise the authority and powers granted to the Company;
- C. Take any and all actions necessary to perfect and maintain the status of the Company as a limited liability company under the Act, including the filing of such certificates and biennial reports and the taking of all other actions required for the continuance of the Company under this Act and this Operating Agreement;
- D. Preside at meetings of the Members.
- E. Sign all bonds, deeds, mortgages, and any other agreements, and such signature(s) shall be sufficient to bind the Company;
- F. Prepare minutes of the Members' meetings and keep them in one or more books provided for that purpose;
- G. Authenticate records of the Company;
- H. See that all notices are duly given in accordance with the provisions of this Operating Agreement or as required by law;
- I. Be custodian of the corporate records;
- J. Keep a register of the post office address and other contact information of each Member that shall be furnished by such Member;
- K. Have general charge of the Membership Interest transfer books of the Company;
- L. Report quarterly to Members on the status of the Company's finances, compliance with applicable regulations, business plan status, and other relevant matters;
- M. Take all actions necessary or appropriate to accomplish the Company's purposes in accordance with the terms of this Operating Agreement; and



N. Otherwise act in all other matters on behalf of the Company.

7.5.2 In addition to the duties and powers which the Manager may have in accordance with Section 7.5.1, and except as otherwise specifically limited in this Operating Agreement or under applicable law, the Manager shall have specific rights and powers required for the management of the business of the Company, including, the right to do the following, and in the absence of a Manager, the Members shall have the right to do the following upon a unanimous vote of the Membership Interests:

A. Establish overall policy decisions with respect to the business and affairs of the Company;

B. Review and approve annual budgets and operating guidelines;

C. Approve contracts, agreements, and commitments of the Company in an amount not to exceed \$50,000 per transaction, or exceeding \$50,000 over multiple linked transactions;

D. Approve the choice of bank depositories, and approve arrangements relating to signatories on bank accounts;

E. Approve the choice of the Company's attorneys, independent accountants, and any other consultants, including, without limitation, market consultants, leasing agents, management agents, and advertising and public relations agents;

F. Approve any change to the Company's fiscal year;

G. Approve all distributions to the Members;

H. Approve the conveyance, sale, transfer, assignment, pledge, encumbrance, or disposal of, or the granting of a security interest in, any assets of the Company;

I. Incur indebtedness or loan or extend credit to any Person in an amount not to exceed the value of the assets then owned by the Company;

J. Employ, appoint, and remove any Company employee who is involved in the day-to-day management or business of the Company;

K. Change any accounting principles used by the Company, except to the extent required by GAAP;

L. Notify entities owned in whole or in part by the Company of any changes in ownership of the Company; and



M. Approve any tax elections of the Company.

7.6 Extraordinary Transactions. Notwithstanding anything to the contrary in this Operating Agreement, the Manager shall not undertake any of the following without the unanimous approval of the Members:

7.6.1 The admission of additional Members to the Company;

7.6.2 Discontinuance of the Company's business;

7.6.3 Sale of the Company's business or substantial portion thereof, or the sale, exchange, or other disposition of all, or substantially all, of the Company's assets;

7.6.4 Any merger, reorganization, or recapitalization of the Company;

7.6.5 Settlement or confession of judgment in any legal matter;

7.6.6 Taking or effecting any action that would render the Company bankrupt or insolvent or, except as expressly provided in this Operating Agreement, cause the termination, dissolution, liquidation, or winding-up of the Company;

7.6.7 Taking or effecting any action that would create a financial obligation of the company in excess of \$50,000.00; and

7.6.8 Such other matters and decisions as the Members may from time to time designate.

7.7 Business Plan and Budget. Each Fiscal Year, commencing with the Fiscal Year beginning on January 1, 2018, Manager shall prepare an annual business plan and operating budget for the Company. Each draft budget shall be delivered to the Members not later than thirty (30) calendar days before the beginning of the Fiscal Year in question. The approval of any draft business plan and budget shall be an "Extraordinary Transaction" pursuant to Section 7.6 and will be effective upon approval by a unanimous vote of the Members. Once a draft business plan and budget is approved, it shall be the "Annual Business Plan and Budget" for the Company for the Fiscal Year in question.

7.8 Third Party Reliance. Third parties dealing with the Company shall be entitled to rely upon the power and authority of the Manager as set forth herein.

7.9 Standard of Care. The Manager shall not be liable to the Company or its Members for monetary damages for breach of fiduciary duty or otherwise liable, responsible, or accountable to the Company or its Members for monetary damages or otherwise for any acts performed, or for any failure to act. However, this provision shall not eliminate or limit the liability of the Manager: (i) for any



breach of their duty of loyalty to the Company or its Members; (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, gross negligence, or fraud; (iii) for any transaction from which the Manager received any improper personal benefit; or (iv) if proven in court to have knowingly and actively acted against the financial interest of a Member.

7.10 Conflicts of Interest. Subject to the limitations of AS 10.50.140 and Section 8.9 hereunder, the Manager, at any time, may engage in and possess interests in other business ventures of any and every type independently or with others, with no obligation to offer to the Company or any Member the right to participate therein. The Company may transact business with any Member or the Manager, subject to the limitations of AS 10.50.140.

7.11 Agents. The Manager may designate one or more individuals as agents of the Company for any purpose. No agent need be a Member. Each agent shall have the authority and shall perform the duties designated by the Manager. Vacancies may be filled or new offices created and filled by the Manager. Any agent appointed by the Manager may be removed by the Manager whenever, in their sole judgment, the best interests of the Company would be served. However, such removal shall be without prejudice to the contract rights, if any, of the person so removed.

8. MEMBERS.

8.1 Members. The Members of the Company are listed on Exhibit A.

8.2 Member Qualifications. To be admitted as a Member, a Person shall provide documentation satisfactory to the Company that the Person is a resident of the State of Alaska, and is otherwise permitted to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code. Members shall maintain eligibility to own Membership Interests under applicable law at all times.

8.3 Meetings. There shall be quarterly meetings of the Members. Additional meetings of the Members may be called at any time by any Member or the Manager. Meetings shall be held at the principal place of business of the Company or as designated in the notice or waivers of notice of the meeting.

8.3.1 Notice. Notice of any meeting of the Members shall be given no fewer than five (5) days and no more than thirty (30) days prior to the date of the meeting. Notices shall be delivered in the manner set forth in Section 16.4 and shall specify the purpose or purposes for which the meeting is called. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

8.3.2 Quorum. The holders of a majority of the Membership Interests, present in person or represented by proxy, shall constitute a quorum for



transaction of business at any meeting of the Members. If the holders of less than a majority of the Percentage Interests are present at said meeting, the holders of a majority of the Percentage Interests present at the meeting may adjourn the meeting at any time without further notice.

8.3.3 Manner of Acting. The act of the holders of a majority of the Percentage Interests present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by statute, this Operating Agreement, or the Articles.

8.4 Action Without Meeting. Unless specifically prohibited by this Operating Agreement, any action required to be taken at a meeting of the Members may be taken without a meeting by a written instrument indicating the consent of the majority, or greater than a majority where otherwise required by this Operating Agreement, vote of the Members. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who were entitled to vote but did not consent in writing.

8.5 Telephonic Meetings. The Members may participate in and act at any meeting of Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating. The Members or Manager, whoever called for the meeting, shall ensure those Members attending remotely have access to any written materials reviewed at the meeting.

8.6 Proxies. Each Member entitled to vote at a meeting of Members or to express consent or dissent to action in writing without a meeting may authorize another person or persons to act for such Member by written proxy. Such proxy shall be deposited at the principal offices of the Company not less than twenty-four (24) hours before a meeting is held or action is taken. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

8.7 Voting of Interests. Each Member shall be entitled to vote according to his, her, or its Membership Interest in the Company upon each matter submitted to a vote of the holders thereof.

8.8 Duty to Act in Best Interest of LLC. As joint owners of a closely held limited liability company, all Members agree to act in the best interests of the Company when voting or deciding on issues affecting the Company, and each Member acknowledges their duty to act in good faith towards all other Members. The duty of care set forth in AS 10.50.135 is expressly adopted and incorporated into this Operating Agreement. Each Member has an affirmative duty to fully disclose all potential conflicts of interest to the other Members prior to any vote. Unless approved by all of the remaining Members, any Member with a conflict of interest may not vote on the issue in question.



8.9 Other Activities of Members; Restrictions on Competition. Any Member, or any affiliate thereof, may have other business interests or may engage in other business ventures of any nature or description whatsoever, whether currently existing or hereafter created, and may compete, directly or indirectly, with the business of the Company, subject to the limitations of AS 10.50.140, to the extent applicable to such Member. No Member, or affiliate thereof, shall incur any liability to the Company as a result of his, her, or its pursuit of such other permitted business interests, ventures, and competitive activity, and neither the Company nor the other Members shall have any right to participate in such other business ventures or to receive or share in any income or profits derived therefrom, subject to the limitations of AS 10.50.140, to the extent applicable to such Member.

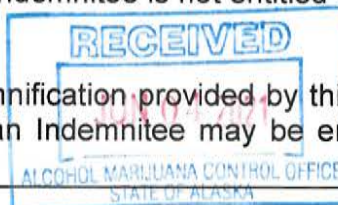
8.10 All expenses incurred with respect to the organization or operation of the Company shall be paid or reimbursed by the Company.

9. INDEMNIFICATION.

9.1 Right of Indemnification. In accordance with the Act and this Operating Agreement, the Company shall indemnify, defend, and hold harmless any Person who is a Member, Manager, or other officer of the Company, and the Person's officers, directors, partners, joint venturers, employees, or agents (individually, in each case, an "Indemnitee") to the fullest extent permitted by law, from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including costs, attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative, or investigative, in which the Indemnitee may be involved or threatened to be involved, as a party or otherwise, arising out of or incidental to the business or activities of or relating to the Company, regardless of whether the Indemnitee continues to be a Person who is a Member, Manager, or other officer of the Company, or the Person's officers, directors, partners, joint venturers, employees, or agents, at the time any such liability or expense is paid or incurred. However, this provision shall not eliminate or limit the liability of an Indemnitee (i) for any breach of the Indemnitee's duty of loyalty to the Company or the Members, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the Indemnitee received any improper personal benefit.

9.2 Advances of Expenses. Expenses incurred by an Indemnitee in defending any claim, demand, action, suit, or proceeding subject to this Section 9 shall be advanced by the Company prior to the final disposition of such claim, demand, action, suit, or proceeding, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount, if it shall be determined in a judicial proceeding or a binding arbitration that such Indemnitee is not entitled to be indemnified as authorized in this Section 9.

9.3 Other Rights. The indemnification provided by this Section 9 shall be in addition to any other rights to which an Indemnitee may be entitled under any



agreement, vote of the Members, as a matter of law or equity, or otherwise, both as to an action in the Indemnitee's capacity as a Member, Manager, or other officer of the Company, or any affiliate thereof, and as to an action in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of the Indemnitee.

9.4 Insurance. The Company may purchase and maintain insurance on behalf of the Members, the Manager, and such other persons as the Members shall determine against any liability that may be asserted against or expense that may be incurred by such Persons in connection with the offering of interests in the Company or the business or activities of the Company, regardless of whether the Company would have the power to indemnify such Persons against such liability under the provisions of this Operating Agreement.

10. BANK ACCOUNTS, BOOKS AND RECORDS, STATEMENTS, TAXES, FISCAL YEAR.

10.1 Bank Accounts. To the extent reasonably practicable, all funds of the Company shall be deposited in the Company's name in such checking and savings accounts, time deposits, certificates of deposit, mutual funds, money market instruments, or other accounts as shall be designated by the Manager from time to time. The Manager shall arrange for the appropriate conduct of such account or accounts, or such other mechanisms for managing funds of the Company.

10.2 Books and Records. The Manager shall keep, or cause to be kept, accurate books and records showing the financial condition of the Company, including copies of the Company's financial statements and the federal, state, and local tax returns of the Company for at least the most recent six (6) fiscal years. All Members shall have access to the books and records at any reasonable time during regular business hours and shall have the right to copy said records at such Member's expense.

10.2.1 Where Maintained. The books, accounts, and records of the Company at all times shall be maintained at the Company's principal office or at such other place authorized by the Manager.

10.2.2 Fiscal Year. The fiscal year of the Company for all purposes shall be the calendar year. The Manager shall have authority to change the beginning and ending dates of the fiscal year.

10.3 Accounting Decisions. All decisions as to accounting matters shall be made by the Manager, subject to the provisions herein.

10.4 Tax Matters Member. The Manager shall be the Company's tax matters partner ("Tax Matters Member"). The Tax Matters Member shall have all powers and responsibilities of a "tax matters partner" as defined in Section 6231 of the Code.



The Tax Matters Member shall keep all Members informed of all notices from government taxing authorities that may come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Member in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.

10.5 Tax Elections. The Manager shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Section 754 of the Code. The decision to make or not make an election shall be at the Manager's sole and absolute discretion.

10.6 Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

11. TRANSFER OF MEMBERSHIP INTERESTS; SUBSTITUTION OF MEMBERS.

11.1 Transfer of Membership Interests.

11.1.1 Definition of Transfer. The term "transfer," when used in this Section 11 with respect to a Membership Interest, shall include any sale, assignment, gift, pledge, hypothecation, mortgage, exchange, or other disposition. However, a "transfer" shall not include any pledge, mortgage, or hypothecation of or granting of a security interest in a Membership Interest in connection with any financing obtained on behalf of the Company.

11.1.2 Void Transfers. No Membership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section 11. Any transfer or purported transfer of any Membership Interest not made in accordance with this Section 11 shall be void *ab initio*.

11.2 Restrictions of Transfers.

11.2.1 Consent Required. No Member may transfer all or any portion of, or any interest or rights in their Membership Interest or their Capital Account without: (i) the express written consent of all non-transferring Members; or (ii) following the procedures outlined in Section 11.2.2. Each Member acknowledges the reasonableness of this prohibition in view of the relationship of the Members.

11.2.2 Right of First Refusal. In the event that one Member wishes to transfer all or part of its Membership Interest in the Company, and in the absence of the express written consent of non-transferring Members then holding a majority of the Membership Interests, the transferring Member shall first make the



Membership Interest available to the other Member(s) in the manner set forth below in this Section 11.2.2.

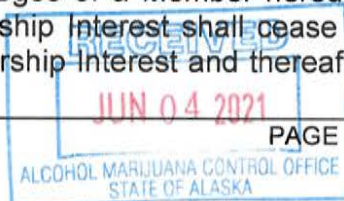
A. The right of a Member to transfer its Membership Interest in the Company to any third party is expressly conditioned upon such transferring Member first offering to transfer his or her Membership Interest to the remaining Member(s) for the same price and upon the same terms as the proposed transfer to a person or entity not a Member of the Company. The procedure for this right of first refusal shall be as follows:

1. Prior to any proposed transfer of Membership Interest, the transferring Member shall send each of the remaining Members a copy of the proposed agreement between the transferring Member and the proposed transferee and notify the remaining Members of the transferring Member's intention to enter such agreement and make such transfer. The remaining Members shall each have the right, within thirty (30) calendar days of receipt of such notice, to acquire the transferring Member's interest on the same terms as the proposed agreement.

2. If more than one non-transferring Member elects to purchase the transferring Member's Membership Interest, then the percentage interest each such electing Member shall be entitled to purchase shall be determined by agreement among the electing non-transferring Members. Or, if the electing non-transferring Members are unable to so agree, then each electing non-transferring Member shall be entitled to purchase a pro rata amount of the offered membership interest based upon a percentage equal to the Membership Interests in the Company owned by such non-transferring Members relative to the total Membership Interest in the Company owned by all such electing non-transferring Members.

3. If the remaining Member(s) do not acquire the interest of the transferring Member, the transferring Member may then transfer his, her, or its interest in the Company to the person or entity named in the proposed agreement pursuant to the terms contained in this section, provided that such transfer is on the same terms and conditions and for the same price set forth in the proposed agreement sent to the remaining Members.

11.2.3 Substitution. Any transferee of a Membership Interest shall become a substituted Member upon (i) the express written consent of the non-transferring Members then holding a majority of the Membership Interests; (ii) the transferee agreeing to be bound by all the terms and conditions of the Articles and this Operating Agreement; (iii) the transferee providing documentation satisfactory to the Company that the transferee is eligible to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code; and (iv) receipt of any necessary regulatory approvals. Unless and until a transferee is admitted as a substituted Member, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder. A Member who has transferred his, her, or its Membership Interest shall cease to be a Member upon transfer of the Member's entire Membership Interest and thereafter shall



have no further powers, rights, and privileges as a Member hereunder except as provided in Section 9.

11.2.4 Vesting. The Members agree that it is essential to the success of the Company that all of the Members retain ownership for a minimum period of time. To accomplish this purpose, it is necessary for a vesting period to acquire a transferrable Membership Interest in the Company. The Members shall have no vested interest for the company for the first two years of ownership. At the end of the second year of membership in the LLC, the Member shall then become 100% vested and may transfer their Membership Interest in accordance with this Section.

12. ADMISSION OF NEW MEMBERS.

12.1 The admission of additional members to the Company through the sale, issuance, or other conveyance of Membership Interest by the Company is not considered a transfer of Membership Interest under Section 11.

12.2 Subject to the terms of this Operating Agreement, additional Persons may be admitted as Members of the Company under this Section 12 at such time and on such terms as may be deemed appropriate by a unanimous vote of the Membership Interests. To be admitted as a new Member, a Person shall (i) agree in writing to be bound by all the terms and conditions of this Operating Agreement, and (ii) provide documentation satisfactory to the Company that the Person is eligible to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code. A Person will not be fully admitted as a Member until any and all necessary regulatory approvals are received. Unless and until a Person is admitted as a Member, the Person shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder.

12.3 The Members understand that, in the event of the admission of a new member, the then existing Members' Percentage Interests shall be reduced pro rata in amounts that equal the amount of the new member's Percentage Interest.

13. DISSOCIATION OF A MEMBER.

13.1 Voluntary Withdrawal. In the event of a Member's voluntary withdrawal from the Company, 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. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company business. The withdrawing Member shall not be entitled to compensation, accrued distributions, or repayment of capital contributions without the express written consent of all of the other Members. If the remaining Members elect to purchase the interest of the withdrawing Member, the Members will serve written notice of such election upon the withdrawing Member within thirty (30) days after receipt of the withdrawing Member's notice of intention to withdraw, including the purchase price and method and schedule of payment for the withdrawing Member's interest. The purchase amount of any buyout of a Member's interest will be



determined as outlined in the Book Value section of this Agreement. If the remaining members do not elect to purchase the withdrawing Member's interest, the withdrawing Member's interest will be transferred to the remaining Members on a pro rata basis consistent with their current Membership Interests.

13.2 Involuntary Withdrawal. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company business. 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; Member bankruptcy; and other involuntary levy or transfer of a Member's Membership Interest by judicial order or otherwise. Any Member (or its appropriate representative) who experiences an event leading to involuntary withdrawal shall notify the Company in writing of the event and the date of the event. In the absence of such notice, the other Members may give notice to the affected Member's representative, or upon notice of any involuntary levy or transfer of a Member's Interest by judicial order or otherwise, then within thirty (30) days of such notice, such Member shall either give written assurances that such event has not occurred, or has been cured. Failure to timely respond shall be deemed effective as notice of intent for compulsory sale.

13.3 Compulsory Sale of Member's Interest. Upon the receipt of notice under Section 13.2, the remaining Members shall meet and upon the unanimous affirmative vote of Members (without counting the Interest of the Member affected), the Members may elect to purchase the Interest of the affected Member. If the remaining Members elect to purchase the interest of the affected 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 interest, 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 Interest will be determined as outlined in the Book Value section of this Operating Agreement. If the Company and/or Members do not elect to purchase the affected Member's Membership Interest, then the Company may either elect to admit such Member's distributees or beneficiaries into the Company as Substituted Members, or may elect to dissolve, each by the vote as established in Sections 11 and 15 respectively.

13.4 Removal of a Member for Cause. A Member may be removed for cause upon a majority vote of the remaining Members. The expulsion of such Member will have no effect upon the continuance of the Company business. The remaining Members shall give notice to the Expelled Member of their removal as a Member. Upon the giving of such notice, the Expelled Member's Membership Interest and right to participate in the management and conduct of the Company's business is terminated. A Member removed for cause shall not be entitled to compensation, accrued distributions, or repayment of capital contributions without the express written consent of all of the other Members.



13.4.1 A Member may be removed for cause in the case of any of the following:

A. the Member engaged in wrongful conduct that adversely and materially affected the Company's business;

B. the Member engages in criminal, illegal or other acts of malfeasance, gross negligence, prohibited self-dealing or embezzlement;

C. if it is unlawful to carry on the company's business with the Member;

D. the Member willfully or persistently committed a material breach of this Operating Agreement or a duty owed to the Company or the other members of the Company, including the Member's duty of loyalty and duty of care;

E. the Member engaged in conduct relating to the Company's business which makes it not reasonably practicable to carry on business with the Member;

F. 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; or

G. there has been a transfer of substantially all of the Member's Interest not in accordance with this Operating Agreement.

13.5 On any purchase and sale made pursuant to this section, a dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. 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.

13.6 The remaining Members retain the right to seek all available legal 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 Operating 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.

14. BOOK VALUE.

14.1 The term "Book Value" means the book value, computed in accordance with GAAP, of a Member's Percentage Interest in the Company as of the

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end of the last full taxable year immediately preceding the year in which the event giving rise to the need for valuation occurred. Notwithstanding anything contained in this Operating Agreement to the contrary, the computation of Book Value shall be subject to the following provisions:

14.1.1 Book Value shall not include any proceeds collected or collectible by the Company under any policy or policies of life or disability insurance insuring the life or disability of a Member, as a result of the death or disability of a Member.

14.1.2 No additional allowance of any kind shall be made for the goodwill, trade names, or any other intangible asset or assets (the "Intangible Assets") of the Company other than the aggregate dollar amount for any of those Intangible Assets appearing on the most recent balance sheet of the Company prior to the date on which Book Value is to be determined.

14.1.3 Reserves for contingent liabilities shall not be treated as a liability for purposes of determining Book Value.

14.1.4 No adjustment shall be made to Book Value as a result of any event occurring subsequent to the date as of which Book Value is to be determined.

14.1.5 Anything contained in this Operating Agreement to the contrary notwithstanding, Book Value shall be calculated for the purposes of this Operating Agreement on an accrual basis even if the Company shall have used a different accounting method for that or any prior period.

14.1.6 Book Value shall be determined by the outside accountants regularly employed by the Company. If no such regularly-employed accountants can be agreed upon by a majority vote of the Membership Interests, then the Manager shall select the appropriate accountants to determine Book Value of the Company.

15. DISSOLUTION, LIQUIDATION, AND TERMINATION.

15.1 Events Causing Dissolution. The Company shall be dissolved and shall commence winding up its affairs upon the first to occur of any of the following events:

15.1.1 The consent in writing to dissolve and wind up the affairs of the Company by all of the Members;

15.1.2 The sale or other disposition by the Company of all or substantially all of the Company's assets and the collection of all amounts derived from any such sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidences of indebtedness taken by the Company and the satisfaction of contingent liabilities of the Company in connection with such other disposition (unless the Members shall elect to distribute such indebtedness to the Members in liquidation); or



15.1.3 The occurrence of any default that, under the Act, would cause the dissolution of the Company or that would make it unlawful for the business of the Company to be continued.

15.2 Winding Up. Upon the dissolution of the Company, the Manager shall wind up the Company's affairs and satisfy the Company's liabilities. The Manager shall liquidate all of the Company property and assets as quickly as possible consistent with obtaining the full fair market value of said property and assets. During this period, the Manager shall continue to operate the Company, and all of the provisions of this Operating Agreement shall remain in effect. The Manager shall notify all known creditors and claimants of the dissolution of the Company in accordance with the provisions of the Act.

15.3 Final Distribution. The proceeds from the liquidation of the Company shall be distributed as follows:

15.3.1 First, to creditors, including Members who are creditors, until all of the Company's debts and liabilities are paid and discharged (or provisions are made for payment thereof); and

15.3.2 The balance, if any, to the Members, in proportion to their Percentage Interests as of the date of such distribution, after giving effect to all contributions, distributions, and allocations for all periods.

15.4 Distributions in Kind. In connection with the termination and liquidation of the Company, the Manager shall attempt to sell all of the Company property and assets. To the extent that property or assets are not sold, each Member will receive his or her Percentage Interest of any distribution in kind. Any property or assets distributed in kind upon liquidation of the Company shall be valued on the basis of an independent appraisal or by unanimous agreement of the Members, and treated as though the property or assets were sold and the cash proceeds distributed.

15.5 No Recourse Against Other Members. The Members shall look solely to the assets of the Company for the return of their investment, and, if the property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return such investment, no Member shall have any recourse against any other Member.

15.6 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, any Member with a deficit in the Member's Capital Account shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

15.7 Articles of Dissolution. On completion of the distribution of Company property and assets as provided herein, the Company is terminated, and the Members (or such other person or persons as the Act may require or permit) shall file



articles of dissolution with the appropriate state agency, cancel any other filings made pursuant to the Act, and take such other actions as may be necessary to terminate the Company.

16. GENERAL PROVISIONS.

16.1 Compliance with Act. The Members and the Manager agree not to take any action or fail to take any action which, considered alone or in the aggregate with other actions or events, would result in the termination of the Company under the Act.

16.2 Lawful Purpose. When used throughout this Operating Agreement, the term "lawful purpose" and any similar phrase shall mean any purpose allowed for under the laws of the State of Alaska, irrespective of issues related to federal law or the laws of any other state.

16.3 Additional Actions and Documents. The Members and the Manager agree to take or cause to be taken such further actions, to execute, acknowledge, deliver, and file, or cause to be executed, acknowledged, delivered, and filed, such further documents and instruments, and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested to fully effectuate the purposes, terms, and conditions of this Operating Agreement, whether before, at, or after the closing of the transactions contemplated by this Operating Agreement.

16.4 Notices. Any notice hereunder to any Member or the Manager shall be in writing and shall be effective when actually delivered at the address shown below or at such other address as they may have designated by written notice received by the other parties to this Operating Agreement.

If to: Apollo, LLC
PO Box 84662
Fairbanks, AK 99708

16.5 Severability. If a court of competent jurisdiction finds any provision of this Operating Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Operating Agreement in all other respects shall remain valid and enforceable.

16.6 Survival. It is the express intention and agreement of the Members that all covenants, agreements, statements, representations, warranties, and indemnities made in this Operating Agreement shall survive the execution and delivery of this Operating Agreement.



16.7 Waiver. No delay on the part of a Member or the Manager in the exercise of any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude other or further exercise of any other right, power, or remedy.

16.8 Amendments. This Operating Agreement may be amended by a vote of the majority of the Members. No amendment, or waiver of, or consent with respect to, any provision of this Operating Agreement shall be effective unless it shall be in writing and signed and delivered by the Members. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a Member or the Company would otherwise have at law or in equity or otherwise.

16.9 Computations. When any calculation or other accounting computation is to be made for the purpose of this Operating Agreement, that calculation, to the extent applicable and except as otherwise specified in this Operating Agreement, shall be made in accordance with GAAP in effect at the time.

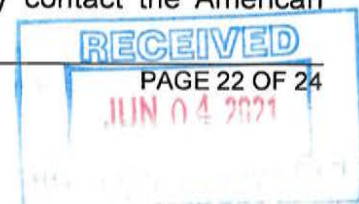
16.10 Binding Effect. Subject to any provisions hereof restricting assignment, this Operating Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors and assigns.

16.11 Limitation on Benefits of this Operating Agreement. Subject to Section 7.11, it is the explicit intention of the Members that no person other than the Members and the Company is or shall be entitled to bring any action to enforce any provision of this Operating Agreement against any Member or the Company, and that the covenants, undertakings, and agreements set forth in this Operating Agreement shall be solely for the benefit of, and shall be enforceable only by, the Members (or their respective successors and assigns as permitted hereunder) and the Company.

16.12 Captions. Section captions used in this Operating Agreement are for convenience only and shall not affect the construction of this Operating Agreement.

16.13 Governing Law. This Operating Agreement is a contract made under and governed by the laws of the State of Alaska. All obligations and rights of the parties stated herein shall be in addition to, and not in limitation of, those provided by applicable law.

16.14 Dispute Resolution. In the event of a dispute arising out of or in connection with this Operating Agreement, the Members will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Alaska. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Alaska. If the parties cannot agree upon an arbitrator within thirty (30) days of a request for arbitration, then any Member may contact the American



Arbitration Association to initiate the proceedings, including for the selection of arbitrators.

16.15 Integration. This Operating Agreement (including the Exhibits hereto) and the Articles of Organization represent the entire agreement between the Members with respect to the transactions contemplated herein, and supersede all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

16.16 Counterparts. This Operating Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Operating Agreement to form one document.

16.17 Strict Construction. It is the intent of the Members upon execution hereof that this Operating Agreement shall be deemed to have been prepared by all of the parties to this Operating Agreement, to the end that no Member shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

IN WITNESS WHEREOF, following adoption of this Operating Agreement by the Members, the Members have executed this Operating Agreement as of the date first set forth above.


William St. Pierre
June 12, 2018
Date



EXHIBIT "A"

INITIAL CAPITAL CONTRIBUTIONS OF MEMBERS

Member	Contribution Description	Value of Contribution	Percent Interest
William St. Pierre	Cash, Sweat Equity		100.00





THE STATE
of **ALASKA**

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

AK Entity #: 10042349
Date Filed: 03/31/2020
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Limited Liability Company

2020 Biennial Report

For the period ending December 31, 2019

Web-3/31/2020 12:01:25 PM

Due Date: This report along with its fees are due by January 2, 2020

Fees: If postmarked before February 2, 2020, the fee is \$100.00.

If postmarked on or after February 2, 2020 then this report is delinquent and the fee is \$137.50.

Entity Name: Rebel Roots LLC

Entity Number: 10042349

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 2575 GOLDSTREAM RD, FAIRBANKS, AK 99709

Mailing Address: 607 OLD STEESE HWY STE B BOX 303, FAIRBANKS, AK 99701

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

Name: Kyle Wendler

Physical Address: 635 DE PAUW DR., FAIRBANKS, AK 99709

Mailing Address: 607 OLD STEESE HWY STE B BOX 303, FAIRBANKS, AK 99701

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

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

Full Legal Name	Complete Mailing Address	% Owned	Member
Kyle Wendler	607 OLD STEESE HWY STE B #303, FAIRBANKS, AK 99701	33.33	X
Miguel Espinosa	607 OLD STEESE HWY STE B #303, FAIRBANKS, AK 99701	33.34	X
Apollo, LLC	BOX 84662, FAIRBANKS, AK 99708	33.33	X

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ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

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

Purpose: Lawful Cultivation of Cannabis

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

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

Name: Amy Borneo



Department of Commerce, Community, and Economic Development

Internal Receipt for #100074416

Net Total: \$7,600.00
Comment: 21-22 renewal fees

Printed: 08/03/2021

Transaction 1												
Type	Payer Name	Amount	Check, CC(4), AJE#	Auth #	Received	Created	Owner	AG #				
Check or Warrant	Birch, Horton, Bittner and Cherot	\$7,600.00	83		06/04/2021	06/08/2021	SOA\jsawyer	8905				
Account Item Name	Applicant Name	Amount	Reference #	Modified By	Modified Date	IRIS AR	IRIS Task	IRIS SubTask	IRIS Activity	IRIS Unit	IRIS SubUnit	IRIS Rev
MRJ - Marijuana Renewal Application Fee	Rebel Roots LLC	\$600.00	13119	SOA\jsawyer	06/08/2021	084101005	MARI	MARR		AMCO	AMCL	5101
MRJ - Marijuana Renewal Licensing Fee	Rebel Roots LLC	\$7,000.00	13119	SOA\jsawyer	06/08/2021	084101005	MARI	MRLF		AMCO	AMCL	5101

Department of Commerce, Community, and Economic Development

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MRJ - Marijuana Renewal Licensing Fee	Rebel Roots LLC	\$7,000.00	13119	SOA\jsawyer	06/08/2021	084101005	MARI	MRLF		AMCO	AMCL	5101