



# Public Notice

## Application for Marijuana Establishment License

**License Number:** 13299

**License Status:** Active-Operating

**License Type:** Limited Marijuana Cultivation Facility

**Doing Business As:** DOWN TO EARTH FARMS

**Business License Number:** 1053901

**Email Address:** lynnreich@hotmail.com

**Latitude, Longitude:** 61.495378, -148.945733

**Physical Address:** 20288 East Birch Hill Drive  
Palmer, AK 99645  
UNITED STATES

| Licensee #1   | Entity Official #1  |
|---|---|
| <b>Type:</b> Entity   | <b>Type:</b> Individual   |
| <b>Alaska Entity Number:</b> 10058225   | <b>Name:</b> Evelyn Reich   |
| <b>Alaska Entity Name:</b> Zlorg, LLC   | <b>Phone Number:</b> 907-830-2670   |
| <b>Phone Number:</b> 907-830-2670   | <b>Email Address:</b> lynnreich@hotmail.com                                   |
| <b>Email Address:</b> lynnreich@hotmail.com                                   | <b>Mailing Address:</b> P.O. Box 671636<br>Chugiak, AK 99567<br>UNITED STATES |
| <b>Mailing Address:</b> P.O. Box 671636<br>Chugiak, AK 99567<br>UNITED STATES |   |

*Note: No affiliates entered for this license.*

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

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

# Alcohol & Marijuana Control Office

**License Number:** 13299

**License Status:** Active-Operating

**License Type:** Limited Marijuana Cultivation Facility

**Doing Business As:** DOWN TO EARTH FARMS

**Business License Number:** 1053901

**Designated Licensee:** Evelyn Reich

**Email Address:** lynnreich@hotmail.com

**Local Government:** Matanuska-Susitna Borough

**Local Government 2:**

**Community Council:** South Knik River

**Latitude, Longitude:** 61.495378, -148.945733

**Physical Address:** 20288 East Birch Hill Drive  
Palmer, AK 99645  
UNITED STATES

## Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10058225

**Alaska Entity Name:** Zlorg, LLC

**Phone Number:** 907-830-2670

**Email Address:** lynnreich@hotmail.com

**Mailing Address:** P.O. Box 671636  
Chugiak, AK 99567  
UNITED STATES

## Entity Official #1

**Type:** Individual

**Name:** Evelyn Reich

[REDACTED]

[REDACTED]

**Phone Number:** 907-830-2670

**Email Address:** lynnreich@hotmail.com

**Mailing Address:** P.O. Box 671636  
Chugiak, AK 99567  
UNITED STATES

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

# Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 8/27/19

License #/Type: 13299

Limited Cultivation

Designated Licensee: Evelyn Reich

AMCO Case#:

DBA: Down To Earth Farms

Premises Address: 20288 East Birch Hill Drive, Palmer, AK 99645

Mailing Address: P.O. Box 671636 Chugiak, AK 99567

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

**Note: This is not an accusation or a criminal complaint.**

As of 8/26/2019, Down To Earth Farms, 13299, Limited Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

**3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.**

**IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.**

**\*Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office  
ATTN: Enforcement  
550 W. 7<sup>th</sup> Ave, Suite 1600  
Anchorage, Alaska 99501  
[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

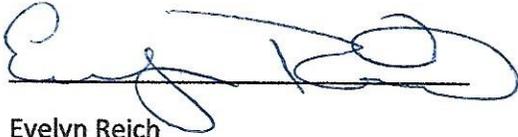
Delivered VIA: Email

Date:

Written Explanation of NOV

Pursuant to 3 AAC 306.035(b):

Regarding Notice of Violation dated 8/27/19, for delinquent filing of a Marijuana Excise Tax return. We filed our taxes late for July 2019. It was a \$ 5.30 oversight which was resolved amicably. We are current on our taxes. Thank you.

A handwritten signature in black ink, appearing to read 'Evelyn Reich', written over a horizontal line.

Evelyn Reich

Owner/Manager



Alaska Marijuana Control Board

**Form MJ-20: Renewal Application Certifications**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

|                    |                              |                 |        |      |       |
|--------------------|------------------------------|-----------------|--------|------|-------|
| Licensee:          | Zlorg, LLC                   | License Number: | 13299  |      |       |
| License Type:      | Limited Cultivation Facility |                 |        |      |       |
| Doing Business As: | Down To Earth Farms          |                 |        |      |       |
| Premises Address:  | 20288 East Birch Hill Drive  |                 |        |      |       |
| City:              | Palmer                       | State:          | Alaska | ZIP: | 99645 |

**Section 2 – Individual Information**

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

|        |               |
|--------|---------------|
| Name:  | Evelyn Reich  |
| Title: | Owner/Manager |

**Section 3 – Violations & Charges**

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

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

Initials

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

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

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

Initials

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



Section 4 – Certifications

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

Initials

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

ER

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.

ER

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

ER

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

ER

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

ER

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.

ER

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.

ER

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

EVELYN REICH  
Printed name of licensee

My commission expires: 12/01/2021

Subscribed and sworn to before me this 23 day of September, 2020.





Dated: 5/9/17

Corrective QUITCLAIM DEED

The Grantor: Craig E. Reich, Sr. who acquired Title as Craig Reich

Whose address is 25930 Knik River Road, Palmer AK 99645

whether one or more, in consideration of Ten dollars  
(\$ 10.00), and other good and valuable consideration, in hand paid, conveys and quitclaims  
to:

Evelyn Reich, whose address is 20288 East Birch Hills Drive, Palmer, AK 99645

Grantee, whether one or more, all interest which the Grantor has, if any, in the following real property:

Lot 5, Block 2, Read Estates Phase 2 according to Plat 87-119

Situate in the Anchorage Recording District of the Third Judicial District of the State of  
Alaska.

Corrects Quit Claim Deed. Deed recorded 4/5/2016 as Reception No. 2016-012992-0

Craig E Reich Sr.  
GRANTOR by Douglas R Reich  
POA

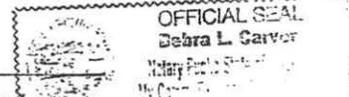
GRANTOR (If Applicable)

STATE OF ALASKA )  
 )  
 ) ss.  
Third JUDICIAL DISTRICT )

I CERTIFY that Douglas R. Reich and (if Applicable),  
did appear before me and sign the above  
Quitclaim Deed freely and voluntarily for the state purposes and reasons set forth therein on this

9th day of May, 2017

Notary Public in the State of Alaska  
My Commission Expires 6/29/17



Return To:

Evelyn Reich

P.O. Box 671636

Chugiak, AK 99567



## COMMERCIAL LEASE AGREEMENT

This Commercial Lease is made this 1st day of June 2019 by and between Evelyn Reich (hereinafter "Landlord") and Zlog LLC doing business as Down To Earth Farms (hereinafter "Tenant"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises: 800 square feet building located at 20288 East Birch Hill Drive, Palmer Alaska 99645

The term of the Lease shall be for two years commencing June 1, 2019 and ending May 31, 2021.

The Tenant shall pay to Landlord as rent \$ 12,000.00 per year in equal monthly installments of \$ 1000.00. Payable monthly and due on the first day of the month.

This Lease is subject to all present or future mortgages affecting the premises.

Tenant shall use and occupy the premises only as a Commercial Cannabis Cultivation Facility subject at all times to the applicable laws and regulations of the State of Alaska. Landlord acknowledges the leased premises will be used as a marijuana cultivation facility. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access into or around the license premises if Tenant cannot be reached, abandons the property, or similar type of event. Additionally, Landlord will ensure that it and any of its employees or agents, will respect and adhere to the Tenant's visitor policy, provide government issued ID ensuring that any agent or employee of Landlord is over the age of 21, sign in and out of the visitor log provided by Tenant, wear the Tenant's visitor badge, and remain in direct eye sight of designated Tenant agent.

The Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of the Landlord. The Landlord, at his own expense, shall furnish the following utilities or amenities for the benefit of the Tenant: Electrical Power, Fire Insurance

The Tenant, at his own expense, shall furnish the following: Security

The Tenant shall purchase at his own expense public liability insurance in the amount of \$ 500,000 and shall provide satisfactory evidence thereof to the Landlord and shall continue same in force and effect throughout the Lease term hereof.

The Tenant shall not permit or commit waste to the premises.

The Tenant shall comply with all rules, regulations, ordinances codes and laws of the State of Alaska having jurisdiction over the premises.

The Tenant shall not permit or engage in any activity that will affect an increase in the rate of

AMCO

JUN 30 2020

insurance for the Building in which the premises is contained nor shall the Tenant permit or commit any nuisance thereon.

The Tenant shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Landlord, which consent may not be unreasonably withheld.

At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.

Upon default in any term or condition of this Lease, the Landlord shall have the right to undertake any or all other remedies permitted by Law.

This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this 1<sup>st</sup> day of June, 2019.



Tenant: Zlog LLC dba Down to Earth Farms



Landlord: Evelyn Reich

AMCO

JUN 30 2020



**Matanuska-Susitna Borough Business License #: 30581**

350 E. Dahlia Ave, Palmer, Alaska 99645

**Effective Date:** DEC 31 2018

**Expiration Date:** DEC 31 2020

**This license must be prominently displayed.  
It is not transferable or assignable.**

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

DEPARTMENT OF FINANCE

**DOWN TO EARTH FARMS**  
ZLORG LLC  
P.O BOX 671636  
CHUGIAK, AK 99567-1636

**Business Location(s):** 20288 E BIRCH HILL DR

is is to certify that the licensee named above holds a Matanuska-Susitna Borough business license covering the period listed above.

Detach Here

**DOWN TO EARTH FARMS**  
ZLORG LLC  
P.O BOX 671636  
CHUGIAK, AK 99567-1636

Fee Paid: \$100

License No.: MBL **30581**

Effective: DEC 31 2018 To DEC 31 2020

AMCO

JUN 30 2020

above business has been licensed to conduct business in the Matanuska-Susitna Borough. The borough business license must be prominently played. When a business has more than one location, the original license shall be displayed at the main location and a copy of the license shall displayed at each branch location. If the business is continued at the same location but there is a change in its form of organization, such as in a single proprietorship to a partnership or a corporation, the admission or withdrawal of a partner, or any other change, the seller making the

Department of Commerce, Community, and Economic  
Development

## CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database](#)

[Download / Corporations / Entity Details](#)

# ENTITY DETAILS

## Name(s)

| Type       | Name       |
|------------|------------|
| Legal Name | Zlorg, LLC |

**Entity Type:** Limited Liability Company

**Entity #:** 10058225

**Status:** Good Standing

**AK Formed Date:** 5/8/2017

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2021

**Entity Mailing Address:** P.O. BOX 671636, CHUGIAK, AK 99567

**Entity Physical Address:** 20288 EAST BIRCH HILL DRIVE, PALMER, AK 99645

## Registered Agent

**Agent Name:** Evelyn Reich

**Registered Mailing Address:** P.O. BOX 671636, CHUGIAK, AK 99567-1676

**Registered Physical Address:** 20288 EAST BIRCH HILL DRIVE, PALMER, AK 99645

## Officials

Show Former

| AK Entity # | Name         | Titles          | Owned  |
|-------------|--------------|-----------------|--------|
|             | Evelyn Reich | Manager, Member | 100.00 |

## Filed Documents

| Date Filed | Type            | Filing                        | Certificate                   |
|------------|-----------------|-------------------------------|-------------------------------|
| 5/08/2017  | Creation Filing | <a href="#">Click to View</a> | <a href="#">Click to View</a> |
| 6/07/2018  | Initial Report  | <a href="#">Click to View</a> |                               |
| 3/16/2019  | Biennial Report | <a href="#">Click to View</a> |                               |

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OPERATING AGREEMENT  
of  
Zlog, LLC

This Operating Agreement (the "Agreement") made and entered this 8th day of May 2017.  
BY: Evelyn Reich, P.O. Box 671636 Chugiak, AK, 99567 (the "Member").

**Background**

The Member wishes to be the sole member of a limited liability company. The terms and conditions of this Agreement will govern the Member within the Limited Liability Company.

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

**Formation**

By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the state of Alaska. The rights and obligations of the member as stated in the Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

**Name**

The name of the Company will be Zlog LLC.

**Sole Member**

While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

**Purpose**

The purpose of this company is to cultivate cannabis for wholesale distribution to licensed retailers in Alaska.

**Term**

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

**Place of Business**

The Principal Office of the Company will be located at 20288 East Birch Hill Drive, Palmer, Alaska 99645 or such other place as the Member may from time to time designate.

**Capital Contributions**

The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following table:

| MEMBER       | Contribution Description  | Value     |
|--------------|---|-----------|
| Evelyn Reich | Estimated startup expenses, including all permitting & fees, equipment, lease & utilities, all administrative fees, construction & labor costs. | \$ 35,000 |

#### **Allocation of Profits & Losses**

Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the sole Member; Evelyn Reich, P.O. Box 671636, Chugiak, AK 99567.

#### **Nature of Interest**

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

#### **Withdrawal of Contribution**

Where the Company consists of two or more Members, no Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

#### **Liability for Contribution**

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

#### **Additional Contributions**

Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, and where the Company consists of two or more Members, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.

Any advance of money to the Company by any Member more than the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by most of, many of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

#### **Capital Accounts**

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

**Interest on Capital**

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

**Management**

Management of this Company is vested in the Member.

**Authority to bind Company**

Only the following individuals have authority to bind the Company in a contract:

Evelyn Reich- Business Manager

**Member Meetings**

Where the Company consists of two or more Members, a meeting may be called by any Member providing that reasonable notice has been given to the other Members. Regular meetings of the Members will be held only as required.

**Voting**

Each Member will have a single equal vote on any matter.

**Admission of New Members**

No new Members may be admitted into the Company.

**Voluntary Withdrawal of a Member**

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

**Involuntary Withdrawal of a Member**

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

### **Dissociation of a Member**

Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member.

Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement. Any remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

Where any remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

### **Right of First Purchase**

Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest.

### **Assignment of interest**

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

### **Valuation of Interest**

Where the Company consists of two or more Members, a Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.

In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members.

No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

### **Dissolution**

The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses; the liquidator will distribute the Company assets to the following groups according to the following order of priority:

in satisfaction of liabilities to creditors except Company obligations to current Members;

in satisfaction of Company debt obligations to current Members; and then

to the Member.

### **Records**

The Company will at all times maintain accurate records of the following:

Information regarding the status of the business and the financial condition of the Company.

A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

Name and a known business, residential, or mailing address of each Member, as well as the date that person became a Member.

A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

The cash, property and services contributed to the Company by each Member, along with a description and value; and any contributions that have been agreed to be made in the future.

Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

### **Books of Account**

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

### **Banking and Company Funds**

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

### **Audit**

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

#### **Tax Treatment**

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

#### **Annual Report**

As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

A copy of the Company's federal income tax returns for that fiscal year.

Income Statement & Balance Sheet.

#### **Goodwill**

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

#### **Governing Law**

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

#### **Force Majeure**

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

#### **Forbidden Acts**

No Member may do any act in contravention of this Agreement.

No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

No Member may confess a judgment against the Company.

Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

### **Indemnification**

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

### **Liability**

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

### **Liability Insurance**

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

### **Life Insurance**

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

### **Amendment of this Agreement**

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

### **Title to Company Property**

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

### **Miscellaneous**

Time is of the essence in this Agreement.

This Agreement may be executed in counterparts.

Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

Any notices or delivery required here will be deemed completed when hand-delivered delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

All of the rights remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

## **Definitions**

For the purpose of this Agreement, the following terms are defined as follows:

"Additional Contribution" means Capital Contributions, other than Initial Contributions, made by 1v1embersto the Company.

"Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

"Distributions" means a payment of Company profits to the Members.

"Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

"Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

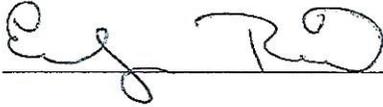
"Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

"Operation of Law" means rights or duties that are cast upon a party by the law without any act or agreement on the part of the individual, including, but not limited to an assignment for the benefit of creditors, a divorce, or a bankruptcy.

"Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

"Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the member has duly affixed their signature under hand and seal on this \_\_\_ day of June, 2017.



Evelyn Reich (Member)

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2017, by Evelyn Reich, Member of Zlog, LLC, an Alaskan Limited Liability Company.

  
\_\_\_\_\_  
Notary Public for Alaska  
My commission expires: 11/15/20



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](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

AK Entity #: 10058225  
Date Filed: 03/16/2019  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Limited Liability Company**  
**2019 Biennial Report**

For the period ending December 31, 2018

Web-3/16/2019 11:45:41 AM

- This report is due on January 02, 2019
- \$100.00 if postmarked before February 02, 2019
- \$137.50 if postmarked on or after February 02, 2019

**Entity Name:** Zlorg, LLC  
**Entity Number:** 10058225  
**Home Country:** UNITED STATES  
**Home State/Province:** ALASKA

**Registered Agent**

**Name:** Evelyn Reich  
**Physical Address:** 20288 EAST BIRCH HILL DRIVE,  
PALMER, AK 99645  
**Mailing Address:** P.O. BOX 671636, CHUGIAK, AK  
99567-1676

**Entity Physical Address:** 20288 EAST BIRCH HILL DRIVE, PALMER, AK 99645

**Entity Mailing Address:** P.O. BOX 671636, CHUGIAK, AK 99567

**Please include all officials.** Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

| Name         | Address                                    | % Owned | Titles          |
|--------------|--|---------|-----------------|
| Evelyn Reich | P.O. BOX 671636, CHUGIAK, AK<br>99567-1636 | 100     | Manager, Member |

**Purpose:** Any Lawful Purpose

**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:** Evelyn Reich