



# Public Notice

## Application for Marijuana Establishment License

**License Number:** 13663

**License Status:** Active-Operating

**License Type:** Limited Marijuana Cultivation Facility

**Doing Business As:** ARCTIC FARM, LLC

**Business License Number:** 1056331

**Email Address:** jonrcortez@gmail.com

**Latitude, Longitude:** 61.613000, -149.778000

**Physical Address:** 2967 Rex St.  
Houston, AK 99694  
UNITED STATES

### Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10055508

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

**Phone Number:** 907-862-5309

**Email Address:** jonrcortez@gmail.com

**Mailing Address:** PO BOX 141983  
ANCHORAGE, AK 99514  
UNITED STATES

### Entity Official #1

**Type:** Individual

**Name:** Jonathan Cortez

**Phone Number:** 907-862-5309

**Email Address:** jonrcortez@gmail.com

**Mailing Address:** PO BOX 141983  
ANCHORAGE, AK 99514  
UNITED STATES

### Entity Official #2

**Type:** Individual

**Name:** Cameron Rollins

**Phone Number:** 907-350-4226

**Email Address:** camrollins@gmail.com

**Mailing Address:** PO BOX 141983  
ANCHORAGE, AK 99514  
UNITED STATES

### Affiliate #1

**Type:** Individual

**Name:** Cameron Rollins

**Phone Number:** 907-350-4226

**Email Address:** camrollins@gmail.com

**Mailing Address:** PO BOX 141983  
ANCHORAGE, AK 99514  
UNITED STATES

### Affiliate #2

**Type:** Individual

**Name:** Jonathan Cortez

**Phone Number:** 907-862-5309

**Email Address:** jonrcortez@gmail.com

**Mailing Address:** PO BOX 141983  
ANCHORAGE, AK 99514  
UNITED STATES

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:** 13663

**License Status:** Active-Operating

**License Type:** Limited Marijuana Cultivation Facility

**Doing Business As:** ARCTIC FARM, LLC

**Business License Number:** 1056331

**Designated Licensee:** Jonathan Cortez

**Email Address:** jonrcortez@gmail.com

**Local Government:** Houston

**Local Government 2:**

**Community Council:**

**Latitude, Longitude:** 61.613000, -149.778000

**Physical Address:** 2967 Rex St.  
Houston, AK 99694  
UNITED STATES

## Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10055508

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

**Phone Number:** 907-862-5309

**Email Address:** jonrcortez@gmail.com

**Mailing Address:** PO BOX 141983  
ANCHORAGE, AK 99514  
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UNITED STATES

## Affiliate #2

**Type:** Individual

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**Email Address:** jonrcortez@gmail.com

**Mailing Address:** PO BOX 141983  
ANCHORAGE, AK 99514  
UNITED STATES



Alaska Marijuana Control Board

# Form MJ-20: Renewal Application Certifications

Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[marijuana.licensing@alaska.gov](mailto: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:	Arctic Farm, LLC	License Number:	13663		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Arctic Farm, LLC				
Premises Address:	2967 Rex Street				
City:	Houston	State:	Alaska	ZIP:	99694

## Section 2 – Individual Information

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

Name:	Jonathan Cortez
Title:	CEO & President

## 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).


---



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

**Section 4 – Certifications**

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

Initials

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.

JC

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.

JC

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

JC

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

JC

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

JC

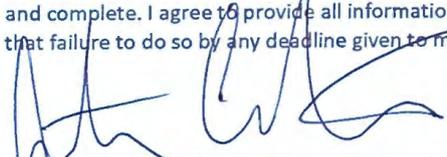
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

JC

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.

JC

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

Jonathan Cortez  
 \_\_\_\_\_  
 Printed name of licensee

  
 \_\_\_\_\_  
 Notary Public in and for the State of Alaska

My commission expires: 12/08/2020

Notary Public  
**ANYA TREAT**  
 State of Alaska  
 My Commission Expires 12/08/2020



Alaska Marijuana Control Board

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

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

Licensee:	Arctic Farm, LLC	License Number:	13663		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Arctic Farm, LLC				
Premises Address:	2967 Rex Street				
City:	Houston	State:	Alaska	ZIP:	99694

**Section 2 – Individual Information**

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

Name:	Cameron Rollins
Title:	Chief Strategic Officer

**Section 3 – Violations & Charges**

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

Initials

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

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

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

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

Initials

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



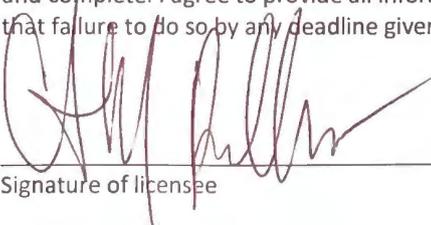
# Form MJ-20: Renewal Application Certifications

## Section 4 – Certifications

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

	Initials
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.	<input type="checkbox"/> CR
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.	<input type="checkbox"/> CR
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.	<input type="checkbox"/> CR
I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.	<input type="checkbox"/> CR
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.	<input type="checkbox"/> CR
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.	<input type="checkbox"/> CR
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.	<input type="checkbox"/> CR

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  
 Cameron Rollins  
 \_\_\_\_\_  
 Printed name of licensee

  
 \_\_\_\_\_  
 Notary Public in and for the State of Alaska  
 My commission expires: 6-13-2022

Subscribed and sworn to before me this 9 day of JULY, 2020.



## Northern Lights Land, LLC Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective on July 1, 2017, by and between Northern Lights Land, LLC ("Landlord") and Arctic Farm, LLC ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 2967 Rex St, Houston, AK 99694 (the "Premises") and legally described as follows: Plat 1977-21 recorded in the Palmer Recording District as Block 1, Lot 9, Denlow Business Park.

Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning July 1st, 2017 and ending June 30th, 2022. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, then the commencement of this agreement shall be adjusted to the date when Tenant has actual possession. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of five (5) years. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

### 2. Rental.

A. Rent is due on the first day of every third month beginning with January 1st, 2018. Each rental payment shall be made at a place and in a manner agreed to by both parties. The amount of rent will be 100% of Tenant's revenue less state and city taxes and expenses ("Profit"). The amount of rent will be reduced to 50% of Tenant's Profit once Tenant pays a total of \$175,000 in rental payments. The amount of rent paid by Tenant will not exceed \$175,000 annually at any time regardless of Tenant's Profit. Tenant reserves the right to make additional payments at anytime.

B. If Tenant has not paid a total of \$300,000 in rental payments by the end of the Initial Term, the remaining balance will be due July 1st, 2022.

C. The rental for any renewal lease term, if created as permitted under this Lease, shall be identical to the original lease terms.

### **3. Use**

Notwithstanding the foregoing, Tenant shall have the right to conduct activities associated with any and all legal businesses.

### **4. Sublease and Assignment.**

Tenant shall have the right with Landlord's written consent, to assign this Lease to another person or corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets.

### **5. Repairs.**

During the Lease term, Tenant shall make at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, including major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

### **6. Alterations and Improvements.**

Tenant shall have the right after obtaining Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. Except personal property, all additions, equipment, machinery, trade fixtures and temporary installations, acquired or installed by Tenant shall become Landlord's property free and clear of any claim by Tenant.

### **7. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

### **8. Insurance.**

Tenant and Landlord shall acquire and maintain all required insurance at their own respective expense.

### **9. Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

## **10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

## **11. Entry.**

Landlord shall have the right, after giving 24 hours or more notice, to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby interfere with Tenant's business on the Leased Premises or violate any laws.

## **12. Parking.**

During the term of this Lease, Tenant shall have the exclusive use of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed by local laws and ordinances.

## **13. Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Tenant shall repair such damage at their own cost.

## **14. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may re-enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages. In the event of any entry or taking possession of the premises by Landlord pursuant to the terms of this Lease, Landlord shall have the right,

but not the obligation to remove from the premises all personal property, with the exception of marijuana and marijuana products. Landlord shall contact the Alaska Marijuana Control Office if any marijuana or marijuana products needs to be removed.

#### **15. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

#### **16. Condemnation.**

If any legally, constituted authority condemns the Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

#### **17. Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

#### **18. Security Deposit.**

Tenant shall not provide a security deposit to Landlord.

## **19. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Northern Lights Land, LLC  
PO Box 770476  
Eagle River, AK 99577-0476

If to Tenant to:

Arctic Farm, LLC  
PO Box 141983  
Anchorage, AK 99514

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

## **20. First Right of Refusal**

Tenant reserves their first right of refusal if Landlord desires to sell the property. Once Tenant pays a total of \$1,250,000 in rental payments, Tenant reserves the option to purchase the Premises and all the assets on the Premises from Landlord at the fair market value as determined by an appraiser having no interest in and mutually selected by Tenant and Landlord ("Appraiser"). If Tenant and Landlord are unable to agree upon an Appraiser, then they each shall select an Appraiser. If the selected Appraisers are unable to agree on the fair market value, the two Appraisers shall select a third Appraiser and the three Appraisers shall determine the fair market value by majority agreement. Determination of the fair market value by the Appraiser or Appraisers shall be conclusive and binding on all parties. Tenant shall pay all costs of an Appraiser mutually selected by Tenant and Landlord. All costs of an individually selected Appraiser shall be borne by the party selecting that Appraiser. Tenant and Landlord shall share all costs of the third Appraiser equally.

## **21. Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

## **22. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect

any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

### **23. Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

### **24. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

### **25. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

### **26. Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

### **27. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

### **28. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

### **29. Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

  
\_\_\_\_\_  
Northern Lights Land, LLC [Landlord] Andrew Fierro

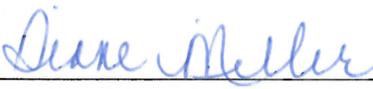
9-24-17  
Date

  
\_\_\_\_\_  
Northern Lights Land, LLC [Landlord] Janet Hansten

9.24.17  
Date

  
\_\_\_\_\_  
Northern Lights Land, LLC [Landlord] Sue Maurice

Sept. 23, 2017  
Date

  
\_\_\_\_\_  
Northern Lights Land, LLC [Landlord] Diane Miller

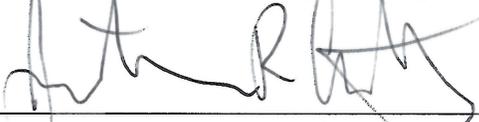
9.24.17  
Date

  
\_\_\_\_\_  
Northern Lights Land, LLC [Landlord] Shane Thom

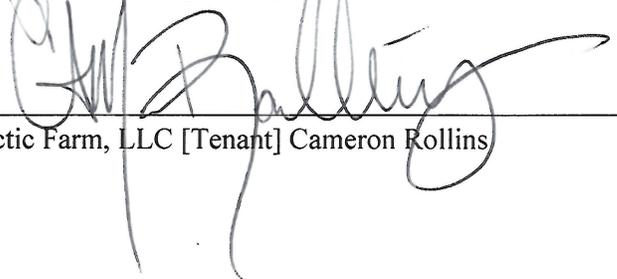
9-24-17  
Date

  
\_\_\_\_\_  
Northern Lights Land, LLC [Landlord] Elaine Zimmerman

09-21-17  
Date

  
\_\_\_\_\_  
Arctic Farm, LLC [Tenant] Jonathan Cortez

9/24/17  
Date

  
\_\_\_\_\_  
Arctic Farm, LLC [Tenant] Cameron Rollins

9/24/17  
Date

Department of Commerce, Community, and Economic  
Development

## CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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

[Download / Corporations / Entity Details](#)

# ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	Arctic Farm, LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10055508

**Status:** Good Standing

**AK Formed Date:** 4/4/2017

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

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

**Entity Mailing Address:** PO BOX 141983, ANCHORAGE, AK 99514

**Entity Physical Address:** 2967 REX ST, HOUSTON, AK 99694

## Registered Agent

**Agent Name:** JONATHAN CORTEZ

**Registered Mailing Address:** PO BOX 770476, EAGLE RIVER, AK 99577

**Registered Physical Address:** 139 GRAND LARRY ST., ANCHORAGE, AK 99504

## Officials

Show Former

AK Entity #	Name	Titles	Owned
	CAMERON ROLLINS	Member	33.00
	JONATHAN CORTEZ	Member	67.00

## Filed Documents

Date Filed	Type	Filing	Certificate
4/04/2017	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
4/04/2017	Initial Report	<a href="#">Click to View</a>	
7/13/2017	Entity Address Change	<a href="#">Click to View</a>	
3/05/2019	Biennial Report	<a href="#">Click to View</a>	

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

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## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	Arctic Farm, LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10055508

**Status:** Good Standing

**AK Formed Date:** 4/4/2017

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

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

**Entity Mailing Address:** PO BOX 141983, ANCHORAGE, AK 99514

**Entity Physical Address:** 2967 REX ST, HOUSTON, AK 99694

### Registered Agent

**Agent Name:** JONATHAN CORTEZ

**Registered Mailing Address:** PO BOX 770476, EAGLE RIVER, AK 99577

**Registered Physical Address:** 139 GRAND LARRY ST., ANCHORAGE, AK 99504

### Officials

Show Former

AK Entity #	Name	Titles	Owned
	CAMERON ROLLINS	Member	33.00
	JONATHAN CORTEZ	Member	67.00

### Filed Documents

Date Filed	Type	Filing	Certificate
4/04/2017	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
4/04/2017	Initial Report	<a href="#">Click to View</a>	
7/13/2017	Entity Address Change	<a href="#">Click to View</a>	
3/05/2019	Biennial Report	<a href="#">Click to View</a>	

Alaska Entity #10055508

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

## **Certificate of Organization**

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

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

**Arctic Farm, LLC**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **April 04, 2017**.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick  
Commissioner



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 #: 10055508  
Date Filed: 03/05/2019  
State of Alaska, DCFED

**COR**

FOR DIVISION USE ONLY

**Limited Liability Company**  
2019 Biennial Report

For the period ending December 31, 2018

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- 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:** Arctic Farm, LLC  
**Entity Number:** 10055508  
**Home Country:** UNITED STATES  
  
**Home State/Province:** ALASKA

**Registered Agent**

**Name:** JONATHAN CORTEZ  
**Physical Address:** 139 GRAND LARRY ST.,  
ANCHORAGE, AK 99504  
**Mailing Address:** PO BOX 770476, EAGLE RIVER,  
AK 99577

**Entity Physical Address:** 2967 REX ST, HOUSTON, AK 99694

**Entity Mailing Address:** PO BOX 141983, ANCHORAGE, AK 99514

**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
CAMERON ROLLINS	5901 E. 6TH AVE #7, ANCHORAGE, AK 99504	33	Member
JONATHAN CORTEZ	PO BOX 770476, EAGLE RIVER, AK 99577	67	Member

**Purpose:** Any lawful.

**NAICS Code:** 115116 - FARM MANAGEMENT SERVICES

**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:** Jonathan Cortez



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 #: 1005508  
Date Filed: 04/04/2017  
State of Alaska, DCCED

**COR**

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

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### 1 - Entity Name

**Legal Name:** Arctic Farm, LLC

### 2 - Purpose

Any lawful.

### 3 - NAICS Code

115116 - FARM MANAGEMENT SERVICES

### 4 - Registered Agent

**Name:** JONATHAN CORTEZ

**Mailing Address:** PO BOX 770476, EAGLE RIVER, AK 99577

**Physical Address:** 139 GRAND LARRY ST., ANCHORAGE, AK 99504

### 5 - Entity Addresses

**Mailing Address:** PO BOX 770476, EAGLE RIVER, AK 99504

**Physical Address:** 139 GRAND LARRY ST, ANCHORAGE, AK 99504

### 6 - Management

The limited liability company is managed by its members.

## 7 - Officials

Name	Address	% Owned	Titles
JONATHAN CORTEZ			Organizer
CAMERON ROLLINS			Organizer

### Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

**Name:** JONATHAN CORTEZ

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT

## ARCTIC FARM, LLC

A Member-Managed Limited Liability Company

### OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective September 25<sup>th</sup>, 2017, by and among: Jonathan Robert Cortez and Cameron Nehemiah Rollins (collectively referred to in this agreement as the "Members").

#### SECTION 1 THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective September 25<sup>th</sup>, 2017, the Members form a limited liability company under the name Arctic Farm, LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Alaska (the "Act"). The Members agree to file with the appropriate agency within the State of Alaska charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name Arctic Farm, LLC, or such other name upon which the Members may unanimously may agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Alaska.

1.4 *Office.* The Company will maintain its principal business office within the State of Alaska at the following address:

2967 Rex Street  
Houston, Alaska 99694

1.5 *Registered Agent.* Jonathan Robert Cortez is the Company's initial registered agent in the State of Alaska, and the registered office is:

2967 Rex Street  
Houston, Alaska 99694

1.6 *Term.* The term of the Company commences on September 25<sup>th</sup>, 2017 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* The Members' names and addresses are attached as

Schedule 1 to this Agreement.

1.8 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

## **SECTION 2 CAPITAL CONTRIBUTIONS**

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital on an as needed basis.

2.2 *Additional Contributions.* No Member shall be obligated to make any contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 *No Interest on Capital Contributions.* Members are not entitled to reimbursement, interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

## **SECTION 3 ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

## **SECTION 4 INDEMNIFICATION**

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal,

administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

## **SECTION 5 POWERS AND DUTIES OF MANAGERS**

### *5.1 Management of Company.*

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

## **SECTION 6 SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES**

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under

this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

## **SECTION 7 BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING**

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

## **SECTION 8 TRANSFER OF MEMBERSHIP INTEREST**

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other nontransferring Members determined on a per capita basis.

8.2 *Right of First Refusal.* Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the

transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market

value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

(1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

## **SECTION 9 DISSOLUTION AND WINDING UP OF THE COMPANY**

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

## **SECTION 10 GENERAL PROVISIONS**

10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Alaska (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in

addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Jonathan Robert Cortez  
*Member Name*

  
*Signature*

Cameron Nehemiah Rollins  
*Member Name*

  
*Signature*

**Listing of Members - Schedule 1**

LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR ARCTIC FARM, LLC  
LISTING OF MEMBERS

As of the 25<sup>th</sup> day of September, 2017, the following is a list of Members of the Company:

MEMBER NAME:

ADDRESS:

Jonathan Robert Cortez

139 Grand Larry Street  
Anchorage, AK 99504

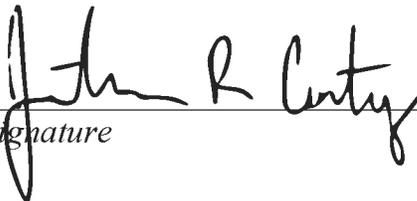
Cameron Nehemiah Rollins

5901 E. 6<sup>th</sup> Ave. #7  
Anchorage, AK 99504

Authorized by Members to provide Member Listing as of this 25<sup>th</sup> day of September, 2017.

Jonathan Robert Cortez

*Member Name*

  
Signature

Cameron Nehemiah Rollins

*Member Name*

  
Signature

**Listing of Capital Contributions - Schedule 2**

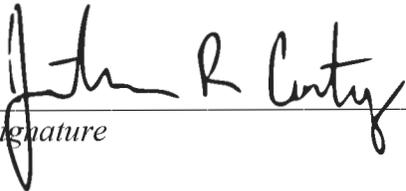
**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR ARCTIC FARM, LLC  
CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$2000.00. The description and each individual portion of this initial contribution is as follows:

MEMBER NAME:	CONTRIBUTION:	% OWNERSHIP:
Jonathan Robert Cortez	\$1000.00	67.00%
Cameron Nehemiah Rollins	\$1000.00	33.00%

SIGNED AND AGREED this 25<sup>th</sup> day of September, 2017.

Jonathan Robert Cortez  
*Member Name*

  
*Signature*

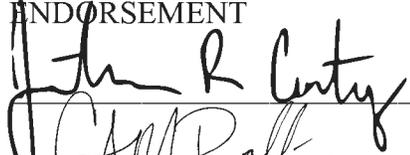
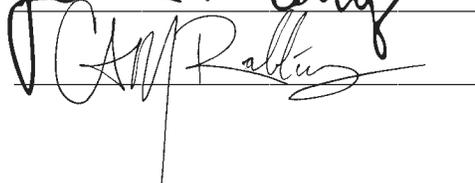
Cameron Nehemiah Rollins  
*Member Name*

  
*Signature*

**Listing of Valuation of Members Interest - Schedule 3**

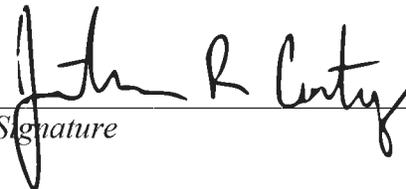
LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR ARCTIC FARM, LLC  
VALUATION OF MEMBERS INTEREST

Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME:	VALUATION	ENDORSEMENT
Jonathan Robert Cortez	\$20,000.00	
Cameron Nehemiah Rollins	\$10,000.00	

SIGNED AND AGREED this 25<sup>th</sup> day of September, 2017.

Jonathan Robert Cortez  
*Member Name*

  
*Signature*

Cameron Nehemiah Rollins  
*Member Name*

  
*Signature*