



Public Notice

Application for Marijuana Establishment License

License Number: 14020

License Status: Active-Operating

License Type: Marijuana Concentrate Manufacturing Facility

Doing Business As: FROG MOUNTAIN LLC

Business License Number: 1032323

Email Address: frogmountainco2@gmail.com

Latitude, Longitude: 55.419000, -131.769000

Physical Address: 9779 Totem Bight Rd.
Ketchikan, AK 99901
UNITED STATES

Licensee #1	Entity Official #1
Type: Entity	Type: Individual
Alaska Entity Number: 10035768	Name: Harold Haynes
Alaska Entity Name: Frog Mountain LLC	Phone Number: 907-254-2452
Phone Number: 907-254-2452	Email Address: frogmountainco2@gmail.com
Email Address: frogmountainco2@gmail.com	Mailing Address: 148 Mattle Rd. Ketchikan, AK 99901 UNITED STATES
Mailing Address: 148 Mattle Rd. Ketchikan, AK 99901 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 or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE _____

Alcohol & Marijuana Control Office

License Number: 14020

License Status: Active-Operating

License Type: Marijuana Concentrate Manufacturing Facility

Doing Business As: FROG MOUNTAIN LLC

Business License Number: 1032323

Designated Licensee: Harold Haynes

Email Address: frogmountainco2@gmail.com

Local Government: Ketchikan Gateway Borough

Local Government 2:

Community Council:

Latitude, Longitude: 55.419000, -131.769000

Physical Address: 9779 Totem Bight Rd.
Ketchikan, AK 99901
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10035768

Alaska Entity Name: Frog Mountain LLC

Phone Number: 907-254-2452

Email Address: frogmountainco2@gmail.com

Mailing Address: 148 Mattle Rd.
Ketchikan, AK 99901
UNITED STATES

Entity Official #1

Type: Individual

Name: Harold Haynes

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-254-2452

Email Address: frogmountainco2@gmail.com

Mailing Address: 148 Mattle Rd.
Ketchikan, AK 99901
UNITED STATES

Note: No affiliates entered for this license.



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Frog Mountain LLC	License Number:	14020		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Frog Mountain LLC				
Premises Address:	9779 Totem Bight Rd.				
City:	Ketchikan	State:	Alaska	ZIP:	99901

Section 2 – Individual Information

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

Name:	Harold Haynes
Title:	Owner

Section 3 – Violations & Charges

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

Initials

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

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

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

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

Initials

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



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.

HH

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.

HH

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

HH

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

HH

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

HH

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.

HH

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.

HH

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.

Harold Haynes

Signature of licensee

Harold Haynes

Printed name of licensee



Taushia Hilton

Notary Public in and for the State of Alaska

My commission expires: Jan 1, 2022

Subscribed and sworn to before me this 25th day of June, 2020.

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 8 day of September, 2017

BETWEEN:

Tedi Brown of PO Box 975, Ward Cove, Alaska, 99928

Telephone: (907) 247-9805 Fax:

(the "Landlord")

OF THE FIRST PART

- AND -

Frog Mountain LLC of 148 Mattle Road, Ketchikan, Alaska, 99901

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
 - a. Landlord: Tedi Brown
 - b. Address of Tedi Brown: PO Box 975, Ward Cove, Alaska, 99928
 - c. Tenant: Frog Mountain LLC
 - d. Address of Frog Mountain LLC: 148 Mattle Road, Ketchikan, Alaska, 99901
 - e. Manager of Frog Mountain LLC: Harold C. Haynes

- f. Commencement Date of Lease: November 1, 2017

- g. Base Rent: 20% of Tenant's net income. Not to exceed \$20,000.00, payable per month.
Net income is to be defined as gross income less the Tenant's overhead expenses
(manufacturing costs, utilities, etc.)

- h. Permitted Use of Premises: Marijuana concentrate manufacturing.

- i. Advance rent: None

- j. Security/Damage Deposit: None

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at _____, 9779 Totem Bight Rd, Ketchikan, AK, 99901, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

- c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or

not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the commercial premises at _____, 9779 Totem Bight Rd, Ketchikan, AK, 99901.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 3. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 4. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: Marijuana concentrate manufacturing.
Neither the Premises nor any part of the Premises will be used at any time during the Term by Tenant for any purpose other than the Permitted Use.
- 5. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Marijuana concentrate manufacturing.
- 6. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.

7. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
8. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
9. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.
10. Subject to this Lease, the Tenant and its employees, customers and invitees will have the nonexclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

Term

11. The term of the Lease is a periodic tenancy commencing at 12:00 noon on November 1, 2017 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy (the "Term").

Rent

12. Subject to the provisions of this Lease, the Tenant will pay a base rent of 20% of Tenant's net income. Not to exceed \$20,000.00, payable per month, for the Premises (the "Base Rent").

13. The Tenant will pay the Base Rent on or before the First of each and every month of the Term to the Landlord.
14. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a thirty (30) day month to calculate the amount payable for such irregular period.
15. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

16. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Frog Mountain and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
17. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

18. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

19. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the

option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

20. Unless otherwise provided in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 60 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 60 days to rectify, unless the Tenant will commence rectification within the said 60 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 60 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

21. If and whenever:

- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
- b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business;

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

22. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

23. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment except marijuana and/or marijuana products from the Premises or seize, remove and sell any goods, chattels and equipment except marijuana and/or marijuana products at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress. The State of Alaska AMCO will be contacted in the case of distress.
24. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Inspections and Landlord's Right to Enter

25. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
26. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times. However, except where the Landlord or its agents consider it is an emergency, the Landlord must have given not less than 24 hours prior written notice to the Tenant.
27. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

Utilities and Other Costs

28. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, Internet and cable.

Signs

29. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Insurance

30. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
31. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.

Abandonment

32. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Subordination and Attornment

33. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.

34. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.

35. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor

of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

Registration of Caveat

36. The Tenant will not register this Lease, provided, however, that:
- a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.
 - b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully advanced.

Estoppel Certificate and Acknowledgement

37. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

38. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

39. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the

Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building.

40. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
41. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
42. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

43. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

Governing Law

44. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

- 45. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
- 46. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

- 47. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

- 48. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

- 49. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

- 50. _____

Damage to Premises

51. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Force Majeure

52. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay. municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

Eminent Domain and Expropriation

53. If during the Term, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to

the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

54. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

55. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.
56. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.

57. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
58. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
59. The Tenant will not install in or for the Premises any special locks, safes or apparatus for airconditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
60. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
61. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
62. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Landlord's Repairs

63. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned

or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

64. Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

Care and Use of Premises

65. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

66. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

67. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

68. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.

69. The Tenant will not engage in any illegal trade or activity on or about the Premises.

70. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

71. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

72. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this

Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term.

Hazardous Materials

73. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

74. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

75. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address for service of the Tenant is the Premises during this tenancy, and 148 Mattle Road, Ketchikan, Alaska, 99901 after this tenancy is terminated. The phone number of the Tenant is _____, and the fax number of the Tenant is _____; and
 - b. the address for service of the Landlord is PO Box 975, Ward Cove, Alaska, 99928, both during this tenancy and after it is terminated.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

No Waiver

76. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

77. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Limited Liability Beyond Insurance Coverage

78. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of

Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

Remedies Cumulative

79. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

80. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

General Provisions

81. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease.

All covenants are to be construed as conditions of this Lease.

82. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

83. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

84. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.

85. All schedules to this Lease are incorporated into and form an integral part of this Lease.

- 86. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 87. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 88. Time is of the essence in this Lease.
- 89. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 12th day of Feb, 2018.

S.F. Wagner
(Witness)

STATE OF ALASKA
NOTARY PUBLIC
SHARON E WAGNER
My Commission Expires Nov. 7, 2020



Tedi Brown

Tedi Brown (Landlord)

Frog Mountain LLC
Frog Mountain LLC (Tenant)

Per: Cynthia Reinhardt (SEAL)
NOTARY PUBLIC 2/14/18

Cynthia Reinhardt
(Witness)

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Cynthia Reinhardt
Notary Public
State of Florida
My Commission Expires 5/15/2020
Commission No. FF 992246
Bonded through GNA Surety

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	Frog Mountain LLC

Entity Type: Limited Liability Company

Entity #: 10035768

Status: Good Standing

AK Formed Date: 2/15/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: 148 MATTLE ROAD, KETCHIKAN, AK 99901

Entity Physical Address: 148 MATTLE ROAD, KETCHIKAN, AK 99901

Registered Agent

Agent Name: Harold Haynes

Registered Mailing Address: 148 MATTLE ROAD, KETCHIKAN, AK 99901

Registered Physical Address: 148 MATTLE ROAD, KETCHIKAN, AK 99901

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Harold Haynes	Manager, Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
2/15/2016	Creation Filing	Click to View	Click to View
2/15/2016	Initial Report	Click to View	
2/01/2018	Biennial Report	Click to View	
11/21/2019	Biennial Report	Click to View	

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AMENDED CERTIFICATE OF MEMBERSHIP INTEREST OF FROG MOUNTAIN LLC

Each limited liability company interest in Company (defined below) shall constitute a “security” within the meaning of, and be governed by, Article 8 of the Uniform Commercial Code, including AS 45.08.102(a)(15) and AS 45.08.103(c). The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, or applicable state securities laws, and may not be transferred or otherwise disposed of in the absence of an effective registration statement covering such securities under that Act and any applicable state securities laws, unless, in the opinion of counsel satisfactory to Company, an exemption from registration thereunder is available.

Certificate Number 1

100% Membership Interests

FROG MOUNTAIN, LLC, an Alaska limited liability company (“Company”), hereby amends that Certificate Number 1 of Membership Interest dated February 2, 2018 that was inadvertently and mistakenly issued to Little Frog, LLC as Holder, which is hereby cancelled, copy of which is attached hereto as **Appendix A**, and by action taken, Frog Mountain, LLC hereby certifies that Herold C. Haynes is the registered holder (“Holder”) of 100% of the issued and outstanding membership interest in Company effective as of February 15, 2016, which membership interest is herein referred to as the interest (“Interest”). THE RIGHTS, POWERS, PREFERENCES, RESTRICTIONS, AND LIMITATIONS OF THE INTERESTS ARE SET FORTH IN, AND THIS CERTIFICATE AND THE INTERESTS REPRESENTED HEREBY ARE ISSUED AND SHALL IN ALL RESPECTS BE SUBJECT TO THE TERMS AND PROVISIONS OF, THE OPERATING AGREEMENT OF COMPANY, DATED AS OF FEBRUARY 15, 2016, AS AMENDED AND MODIFIED FROM TIME TO TIME (the “Agreement”).

By acceptance of this Certificate, and as a condition to being entitled to any rights and/or benefits with respect to the Interests evidenced hereby, Holder is deemed to have agreed to comply with and be bound by all the terms and conditions of the Agreement. Company will furnish a copy of the Agreement to Holder without charge upon written request to Company at its principal place of business. Company maintains books for the purpose of registering the transfer of Interests. This Certificate shall be governed by, and construed in accordance with, the laws of the State of Alaska without regard to principles of conflicts of laws. The original Certificate shall be held in Company’s minute book and ledger of issued and outstanding membership interest in Company.

IN WITNESS WHEREOF, Company has caused this Certificate to be executed as of the date set forth below.

Dated: August 2, 2019

FROG MOUNTAIN, LLC

By: 

Name: Harold C. Haynes

Title: Manager / Member

FORM OF CERTIFICATE

MEMBERSHIP INTEREST CERTIFICATE OF FROG MOUNTAIN, LLC

Each limited liability company interest in Company (defined below) shall constitute a "security" within the meaning of, and be governed by, Article 8 of the Uniform Commercial Code, including AS 45.08.102(a)(15) and AS 45.08.103(c). The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, or applicable state securities laws, and may not be transferred or otherwise disposed of in the absence of an effective registration statement covering such securities under that Act and any applicable state securities laws, unless, in the opinion of counsel satisfactory to Company, an exemption from registration thereunder is available.

Certificate Number 1

100% Membership Interests

FROG MOUNTAIN, LLC, an Alaska limited liability company ("Company"), hereby certifies that Little Frog, LLC, an Alaska limited liability company ("Holder") is the registered owner of 100% membership interests of Company (the "Interests"). THE RIGHTS, POWERS, PREFERENCES, RESTRICTIONS, AND LIMITATIONS OF THE INTERESTS ARE SET FORTH IN, AND THIS CERTIFICATE AND THE INTERESTS REPRESENTED HEREBY ARE ISSUED AND SHALL IN ALL RESPECTS BE SUBJECT TO THE TERMS AND PROVISIONS OF, THE OPERATING AGREEMENT OF COMPANY, DATED AS OF FEBRUARY 15, 2016, AS AMENDED AND MODIFIED FROM TIME TO TIME (the "Agreement").

By acceptance of this Certificate, and as a condition to being entitled to any rights and/or benefits with respect to the Interests evidenced hereby, Holder is deemed to have agreed to comply with and be bound by all the terms and conditions of the Agreement. Company will furnish a copy of the Agreement to Holder without charge upon written request to Company at its principal place of business. Company maintains books for the purpose of registering the transfer of Interests. This Certificate shall be governed by, and construed in accordance with, the laws of the State of Alaska without regard to principles of conflicts of laws. The original Certificate shall be held in Company's minute book and ledger of issued and outstanding membership interest in Company.

IN WITNESS WHEREOF, Company has caused this Certificate to be executed as of the date set forth below.

Dated: 2.2.2018

FROG MOUNTAIN, LLC

By: Janet M. Haynes
Name: Janet M. Haynes
Title: Secretary

**OPERATING AGREEMENT
OF FROG MOUNTAIN, LLC,
an Alaska Limited Liability Company**

This Operating Agreement (this "Agreement") is made and entered into effective the 15 day of February, 2016, the date of filing of the Articles of Organization of Frog Mountain, LLC, an Alaska limited liability company ("Company"), between Company and Harold C. Haynes, as sole member of Company ("Member").

**ARTICLE I
THE LIMITED LIABILITY COMPANY**

Formation

. Effective February 15, 2016, Member caused an Alaska limited liability company to be formed under the name Frog Mountain, LLC by filing Articles of Organization ("Articles") with the office of the State of Alaska, Department of Commerce, Community and Economic Development, Division of Corporations, Business and Professional Licensing, to effect the formation and organization of an Alaska limited liability company. Company and Member now enter into an operating agreement as set forth in this Agreement. The rights and obligations of Member are as provided in the Alaska Revised Limited Liability Company Act (the "Act"), except as otherwise expressly provided in this Agreement.

Name

. The business of Company will be conducted under the name Frog Mountain, LLC. Company may do business under that name and under any other name Manager selects from time to time. If Company does business under a name other than that set forth in its Articles, then Company shall file an assumed business name as required by law.

Purpose

. The purpose of Company is to engage in the crop farming within and outside the State of Alaska, engage in related services and ventures, and in any other lawful activity for which limited liability companies may be organized in the State of Alaska pursuant to and in accordance with the Act. Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, necessary or convenient to the conduct, promotion, or attainment of the business purposes or activities of Company.

Offices

. Company maintains its principal business office within Alaska at 148 Mattie Road, Ketchikan, Alaska 99901.

Registered Agent

Alaska Entity # 10035768

. The name and address of Company's registered agent in the State of Alaska shall be: H. Clay Keene, Keene & Currall, PC., 540 Water Street, Suite 302, Ketchikan, Alaska 99901.

Term

. The term of Company shall be perpetual unless sooner terminated as provided by law or dissolved earlier as set forth in this Agreement.

Name and Address of Member

. Member's name and address is Harold C. Haynes, 148 Mattle Road, Ketchikan, Alaska 99928.

1.8 *Admission of Additional Members*

. Upon the admission of a second member to Company, the Agreement shall be revised to address the relative rights and obligations of the members and the change of status for income tax purposes.

ARTICLE II CONTRIBUTIONS

Initial Capital Contribution

. Upon the execution of this Agreement, Member shall contribute cash to Company in the amount of \$1,000.00 in exchange for a 100% ownership interest in Company.

Additional Capital Contributions

. Member is not required to make, and has made no commitment to make, any additional capital contributions to Company. Notwithstanding the foregoing, Member may, from time to time, make additional contributions to the capital of Company in such amounts as Member determines is necessary. In the absence of a binding written commitment signed by Member to make additional capital contributions to Company, the sole determination that Member has made or has agreed to make any additional capital contributions to Company shall be the transfer by Member of cash or other property to Company with evidence that the transfer was not debt, including open account debt.

No Interest on Capital Contributions

. Member is not entitled to interest or other compensation for or on account of Member's capital contributions except to the extent, if any, expressly provided in this Agreement.

Loans

. Member or Manager may, but will not be obligated to, make loans to Company to cover Company's cash requirements, and such loans will bear interest at a rate determined by Member or Manager, as applicable, for comparable loans made between unrelated parties.

OPERATING AGREEMENT – Page 2 of 9 pages.

Frog Mountain, LLC

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Received by AMCO 9/29/2020

ARTICLE III
TAXATION; ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

No Partnership or Corporation Intended

Member formed Company as a single-member limited liability company. It is Member's intent that during any time Company has a single member, Company shall be disregarded as an entity separate from Member for federal income tax purposes under Treasury Regulation Section 301.7701-3(b)(1)(ii) while being respected as a separate entity for state law purposes. Consistent with its status as an entity disregarded as an entity separate from its Member for federal tax purposes, Company is not required to and shall not file any federal or state income tax returns.

Allocations of Income and Loss

All items of income, gain, loss, deduction, and credit will be allocated 100% to Member. For federal and state income tax purposes, all items of Company income, gain, loss, and deduction will be reported on Member's separate tax returns.

Distributions

No distribution may be made to Member in violation of the Act or, after giving effect to the distribution, in the judgment of Manager, either (1) Company would not be able to pay its debts as they become due in the ordinary course of business or (2) the fair value of the total assets of Company would not at least equal its total liabilities. Subject to the foregoing limitation, Company will make such distributions to Member in such amounts as Manager determines.

No Right to Demand Return of Capital

Member does not have any right to any return of capital or other distribution except as expressly provided in this Agreement.

ARTICLE IV
MANAGEMENT

Election of Manager

Except as otherwise expressly provided in this Agreement, the powers of Company shall be exercised by or under the authority of, and the business and affairs of Company shall be managed under the direction of a manager ("Manager"). The initial Manager of Company shall be Harold C. Haynes.

Powers of Manager

Manager shall have complete discretion and authority in the management and control of the business and affairs of Company, including the right to make and control all ordinary and usual decisions concerning the business and affairs of Company. Manager shall possess all

Alaska Entity # 10035768

. Company shall have a President, a Secretary, and such other officers and assistant officers as Manager from time to time appoints, none of whom need be Manager (the "Officers"). The Officers shall be appointed by, and hold office at the pleasure of Manager. The same individual may simultaneously hold more than one office in Company. The following shall be the Officers as of the date of this Agreement:

President: Harold C. Haynes-Member

Secretary: Janet M. Haynes-Non-Member

A vacancy in any office because of death, resignation, removal, or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to such office.

V.2 Compensation and Term of Office.

V.2.1 Manager shall fix the compensation and term of office of each Officer.

V.2.2 Manager may remove any Officer at any time, with or without cause.

V.2.3 Any Officer may resign at any time by giving written notice to Manager or the Secretary of Company. Unless the notice specifies a later effective date, a resignation is effective when received. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by Manager. If a resignation is made effective at a later date and Company accepts the future effective date, Manager may fill the pending vacancy before the effective date if Manager provides that the successor shall not take office until the effective date.

This Section 5.2 shall not affect the rights of Company, Member, or any Officer under any express contract of employment.

President

. The President shall have, subject to the supervision, direction, and control of Manager, the general powers and duties of supervision, direction, and management of the affairs and business of Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within Company.

Secretary

. Secretary shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by Manager.

Other Officers

. Other Officers, if any, shall have such powers and perform such duties as may from time to time be assigned to him or her by Manager.

AMCO

Limitations on Authority of Officers

. President shall have the power and authority, designated from time to time by Manager, and as with all Officers, shall work at the pleasure of the Manager. Delegation of Authority

. Each Officer may delegate some or all managerial duties and/or responsibilities hereunder to one or more persons or entities who the Officer reasonably believes competent to perform such duties and/or responsibilities. Any person to whom such duties and/or responsibilities are delegated shall be entitled to indemnification under Article VI as an Officer in the performance of such duties and responsibilities.

**ARTICLE VI
LIMITATION OF LIABILITY; INDEMNIFICATION**

Limitation on Liability

. Neither Member nor Manager shall have any personal obligation for any liabilities of Company by reason of being a member, manager, or agent of Company. Manager will not have any liability to Company for any loss suffered by Company which arises out of any action, omission, or error in judgment of Manager, which act, omission, or error did not constitute fraud.

Indemnification

. To the fullest extent permitted by applicable law (including, but not limited to, the provisions of Section 10.50.148 of the Act), Member, Manager, and Officers (each a "Covered Person") shall be entitled to indemnification (including the advancement of expenses as provided in Section 10.50.148(e) of the Act) from Company for any loss, damage, or claim incurred by such Covered Person by reason or any act or omission performed or omitted by such Covered Person in good faith on behalf of Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage, or claim incurred by such Covered Person by reason of gross negligence, bad faith, or willful misconduct with respect to such act or omissions; *provided, however, that any indemnity under this Section 6.2 shall be provided out of and to the extent of any of Company's assets only, and no other Covered Person shall have any personal liability on account thereof.*

Dealing with Company

. Manager and Member, and any affiliates of or persons related to Manager or Member, may deal with Company, by providing or receiving property and services to or from Company, and may receive from others or from Company profits, compensation, commissions, or other income incident to such dealings as long as such profits, compensation, commissions, or other income is not proved beyond a reasonable doubt to be in excess of fair market value. To the maximum extent permitted by law, Manager and Member shall not have or owe any fiduciary duties to Company. Without limiting the generality of the foregoing, under no circumstances shall any person or entity, whether a creditor, incidental beneficiary, or otherwise, have any right or entitlement derivative of Company or any ability to assert any claims by, through, or on behalf

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of Company, including, without limitation, a claim that Manager or Member has breached a fiduciary duty owed to Company.

Failure to Observe Formalities

. A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on Member or Manager for liabilities of Company.

Independent Activities

. Member, Manager, or any Officer may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, without limitation, the ownership, financing, management, employment by, lending or otherwise participating in businesses that are similar to the business of Company, and Company shall not have any right by virtue of this Agreement in and to such independent ventures as to the income or profits therefrom and shall not be liable for a breach of duty of loyalty or any other duty.

**ARTICLE VII
REIMBURSEMENT OF EXPENSES**

Organization Expenses

. Company will pay all expenses incurred in connection with organization of Company.

Other Company Expenses

. Manager will charge Company for Manager's actual out-of-pocket expenses incurred in connection with Company's business.

Insurance

. At all times, Manager must obtain and keep in full force and effect a comprehensive public liability policy and a property damage policy in amounts, with companies, and on terms acceptable to Member.

Legal and Accounting Services

. Manager is authorized to obtain legal and accounting services to the extent reasonably necessary for the conduct of Company's business.

**ARTICLE VIII
BOOKS OF ACCOUNT AND BANKING**

Books of Account

. Company's books and records and this Agreement will be maintained at the principal office of Company. Manager shall keep and maintain books and records of the operations of

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Company that are appropriate and adequate for Company's business and for carrying out this Agreement.

Banking

. All funds of Company are to be deposited in a separate bank account or in an account or accounts of a savings and loan association as determined by Manager. Such funds may be withdrawn from such account or accounts on the signature of Manager and/or of any such other person or persons as are designated by Manager in writing.

Fiscal Year; Taxable Year

. The fiscal year and the taxable year of Company is the calendar year.

**ARTICLE IX
ASSIGNMENT OF INTERESTS; SUBSTITUTION OF MEMBERS**

Member may dispose of all or any portion of its interest in Company. If Member transfers all or any portion of its interest, then the transferee shall be admitted as a substituted member with respect to the transferred interest on completion of the transfer without further action and shall thereafter be a member for purposes of this Agreement.

**ARTICLE X
DISSOLUTION AND WINDING UP OF THE COMPANY**

Dissolution

. Company will be dissolved only on the happening of any of the following events: (1) the express determination of Member to dissolve Company; or (2) by operation of law. Without limiting the generality of the foregoing, the death, adjudicated incompetency, bankruptcy, or insolvency of Member or the occurrence of any other event that terminates the membership of Member in Company shall not cause or result in a dissolution of Company.

Winding Up

. On the dissolution of Company, Manager will take full account of 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 Company's obligations with respect to the liquidation, will be applied and distributed in the following order: (1) to payment and discharge of the expenses of liquidation and of all Company's debts and liabilities; and (2) to Member.

**ARTICLE XI
ARTICLE 8 ELECTION; CERTIFICATED INTERESTS**

Article 8 Election

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. Each interest in Company shall constitute a “security” within the meaning of Alaska Uniform Commercial Code – Investment Securities as in effect from time to time in the state of Alaska as AS 45.08.102(a)(15) and AS 45.08.103(c).

Company shall be deemed to have “opted-in” to the foregoing provisions for purposes of the Alaska Uniform Commercial Code. Notwithstanding any provision of this Agreement to the contrary, to the extent that any provision of this Agreement is inconsistent with any nonwaivable provision of Section 8 of Alaska’s Uniform Commercial Code, the provisions of Section 8 of Alaska’s Uniform Commercial Code shall govern. This Section 11.1 may not be amended until all outstanding certificates evidencing one or more interests have been surrendered for cancellation, and any purported amendment to this provision prior to such time shall be null and void.

11.2 *Certificated Interests.* Each interest shall be evidenced by a certificate, and each certificate evidencing one or more interests shall be substantially in the form reproduced in Exhibit A hereto, and shall bear the following legend:

Each limited liability company interest in Company shall constitute a “security” within the meaning of and be governed by, Section 8 of Alaska’s Uniform Commercial Code, including AS 45.08.102(a)(15) and AS 45.08.103(c).

ARTICLE XII GENERAL PROVISIONS

Amendments

. A proposed amendment will be adopted and become effective as an amendment only on the written approval of Member.

Entire Agreement

. This Agreement and any other document to be furnished pursuant to the provisions hereof, embodies the entire agreement and understanding of the parties to the agreement regarding the subject matter contained in it. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties regarding the subject matter hereof.

Parties in Interest

. Each and every covenant, term, provision, and agreement shall be binding on and inure to the benefit of the parties and their successors, assigns, and legal representatives.

Severability

. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision shall be severed from this Agreement, the balance of the Agreement shall survive,

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and the balance of this Agreement shall reasonably be construed so as to carry out the intent of the parties as evidenced by the terms of this Agreement.

Governing Law

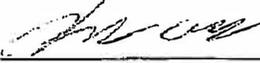
This Agreement and the rights of the parties under it will be governed by and interpreted in accordance with the laws of the State of Alaska (without regard to principles of conflicts of law).

XII.6 *Registration.* THE MEMBERSHIP INTERESTS DESCRIBED IN THIS AGREEMENT HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAVE THEY BEEN REGISTERED UNDER THE SECURITIES ACT OF THE STATE OF ALASKA, OR ANY OTHER STATE OF THE UNITED STATES. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, OR BY THE SECURITIES COMMISSIONER OF ANY STATE, AND ARE THEREFORE SUBJECT TO THE RESTRICTIONS UPON RESALE IMPOSED BY APPLICABLE FEDERAL AND STATE SECURITIES LAWS. NO SUBSEQUENT SALE OR OTHER DISPOSITION OF THESE SECURITIES IS PERMITTED EXCEPT IN ACCORDANCE WITH THE ALASKA SECURITY ACT OR SUCH OTHER APPLICABLE FEDERAL OR STATE REGULATION.

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

COMPANY

Frog Mountain, LLC

By: 
Harold C. Haynes, Manager

MEMBER

By: 
Harold C. Haynes, Member