



# Public Notice

## Application for Marijuana Establishment License

**License Number:** 18945

**License Status:** Active-Operating

**License Type:** Limited Marijuana Cultivation Facility

**Doing Business As:** AK GOLD LLC.

**Business License Number:** 1062266

**Email Address:** markpowell@aspi.us.com

**Latitude, Longitude:** 60.655833, -151.359715

**Physical Address:** 46657 Kenai Spur Hwy  
Kenai, AK 99611  
UNITED STATES

### Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10071658

**Alaska Entity Name:** Ak Gold LLC.

**Phone Number:** 907-398-1683

**Email Address:** markpowell@aspi.us.com

**Mailing Address:** 46655 Kenai Spur Hwy  
Kenai, AK 99611  
UNITED STATES

### Entity Official #1

**Type:** Individual

**Name:** Edna Beuhler

**Phone Number:** 817-455-7277

**Email Address:** beuhlere@yahoo.com

**Mailing Address:** 27395 Seward Hwy  
Indian, AK 99540  
UNITED STATES

### Entity Official #2

**Type:** Individual

**Name:** Mark Powell

**Phone Number:** 907-398-1683

**Email Address:** markpowell@aspi.us.com

**Mailing Address:** 46655 Kenai Spur Hwy  
Kenai, AK 99611  
UNITED STATES

### Entity Official #3

**Type:** Individual

**Name:** Shonda Powell

**Phone Number:** 907-252-1229

**Email Address:** shonda@acsalaska.net

**Mailing Address:** 46655 Kenai Spur Hwy  
Kenai, AK 99611  
UNITED STATES

*Note: No affiliates entered for this license.*

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

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

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

# Alcohol & Marijuana Control Office

**License Number:** 18945

**License Status:** Active-Operating

**License Type:** Limited Marijuana Cultivation Facility

**Doing Business As:** AK GOLD LLC.

**Business License Number:** 1062266

**Designated Licensee:** Mark Powell

**Email Address:** markpowell@aspi.us.com

**Local Government:** Kenai Peninsula Borough

**Local Government 2:**

**Community Council:**

**Latitude, Longitude:** 60.655833, -151.359715

**Physical Address:** 46657 Kenai Spur Hwy  
Kenai, AK 99611  
UNITED STATES

## Licensee #1

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**Alaska Entity Number:** 10071658

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UNITED STATES

## Entity Official #1

**Type:** Individual

**Name:** Edna Beuhler

**SSN:** [REDACTED]

**Date of Birth:** [REDACTED]

**Phone Number:** 817-455-7277

**Email Address:** beuhlere@yahoo.com

**Mailing Address:** 27395 Seward Hwy  
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UNITED STATES

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**SSN:** [REDACTED]

**Date of Birth:** [REDACTED]

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UNITED STATES

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**Name:** Shonda Powell

**SSN:** [REDACTED]

**Date of Birth:** [REDACTED]

**Phone Number:** 907-252-1229

**Email Address:** shonda@acsalaska.net

**Mailing Address:** 46655 Kenai Spur Hwy  
Kenai, AK 99611  
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:	AK GOLD LLC	License Number:	18945		
License Type:	LIMITED MARIJUANA CULTIVATION FACILITY				
Doing Business As:	AK GOLD LLC				
Premises Address:	46657 KENAI SPUR HWY				
City:	KENAI	State:	Alaska	ZIP:	99611

**Section 2 – Individual Information**

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

Name:	MARK F POWELL
Title:	OWNER - MEMEBER

**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.



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.

*[Handwritten initials]*

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.

*[Handwritten initials]*

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

*[Handwritten initials]*

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

*[Handwritten initials]*

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

*[Handwritten initials]*

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.

*[Handwritten initials]*

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.

*[Handwritten initials]*

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.

*[Handwritten signature of Mark F Powell]*  
\_\_\_\_\_  
Signature of licensee

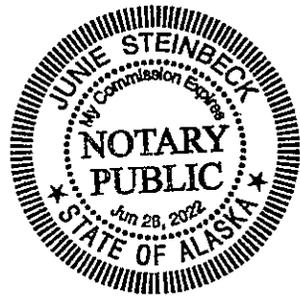
**Mark F Powell**

Printed name of licensee

*[Handwritten signature of June Steinbeck]*  
\_\_\_\_\_  
Notary Public in and for the State of Alaska

My commission expires: 6/28/2022

Subscribed and sworn to before me this 1<sup>st</sup> day of July, 2020.





Alaska Marijuana Control Board

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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:	AK GOLD LLC	License Number:	18945		
License Type:	LIMITED MARIJUANA CULTIVATION FACILITY				
Doing Business As:	AK GOLD LLC				
Premises Address:	46657 KENAI SPUR HWY				
City:	KENAI	State:	Alaska	ZIP:	99611

### Section 2 – Individual Information

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

Name:	SHONDA E POWELL				
Title:	OWNER - MEMBER				

### Section 3 – Violations & Charges

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

Initials

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



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# 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.

SP

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.

SP

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

SP

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

SP

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

SP

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.

SP

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.

SP

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.

*Shonda E Powell*

Signature of licensee

SHONDA E POWELL

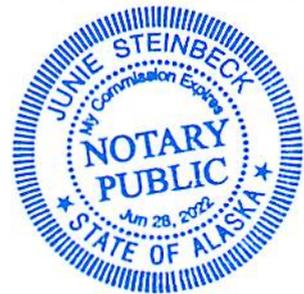
Printed name of licensee

*June Steinbeck*

Notary Public in and for the State of Alaska

My commission expires: 6/28/2022

Subscribed and sworn to before me this 2nd day of July, 2020.





Alaska Marijuana Control Board

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Licensee:	AK GOLD LLC	License Number:	18945		
License Type:	LIMITED MARIJUANA CULTIVATION FACILITY				
Doing Business As:	AK GOLD LLC				
Premises Address:	46657 KENAI SPUR HWY				
City:	KENAI	State:	Alaska	ZIP:	99611

## Section 2 – Individual Information

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

Name:	EDNA BUEHLER
Title:	OWNER - MEMBER

## 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.

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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.

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

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[Signature]

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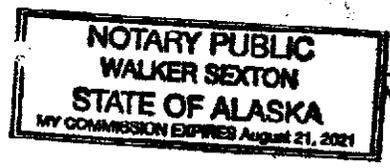
[Signature]

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.

[Signature]

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

[Signature]  
Signature of licensee



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

**EDNA BEUHLER**

Printed name of licensee

My commission expires: Aug 21, 2021

Subscribed and sworn to before me this 2<sup>nd</sup> day of South July, 2020.

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 16th day of February, 2020

BETWEEN:

Mark Powell of 46655 Kenai Spur Hwy Kenai Alaska 99611  
Telephone: (907) 398-1683 Fax: \_\_\_\_\_  
(the "Landlord")

OF THE FIRST PART

- AND -

Ak Gold LLC of 46657 Kenai Spur Hiway Kenai Alaska 99611  
Telephone: 907-398-1683  
(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:

Definitions

1. 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 46657 Kenai Spur Hiway Kenai Ak 99611, 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

... shall not be an abatement of the rent for any space occupied by or used for columns, ducts or other structural elements;

- e. "Premises" means the commercial premises at 46657 Kenai Spur Hiway Kenai Ak 99611;
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.
- g. "Rent" means the total of Base Rent and Additional Rent.

### Leased Premises

- 2. The Landlord agrees to rent to the Tenant the commercial premises municipally described as 46657 Kenai Spur Hiway Kenai Ak 99611, (the "Premises").  
The Premises will be used for only the following permitted use (the "Permitted Use"):  
Limited Marijuana Cultivation Facility.
- 3. 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: Limited Marijuana Cultivation Facility.
- 4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the Building containing the Premises.
- 5. 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.
- 6. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

### Term

- 7. The term of the Lease is a periodic tenancy commencing at 12:00 noon on January 1, 2020 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy (the "Term").
- 8. Notwithstanding that the Term commences on January 1, 2020, the Tenant is entitled to possession of the Premises at 12:00 noon on June 1, 2019.

### Rent

- 9. Subject to the provisions of this Lease, the Tenant will pay a base rent of ~~\$4,000.00~~ <sup>5,000.00</sup> payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
- 10. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
- 11. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

### Operating Costs

- 12. In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, its Proportionate Share of all of the Landlord's costs, charges and expenses of operating, maintaining, repairing, replacing and insuring the Building including the Common Areas and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Operating Costs").
- 13. Except as otherwise provided in this Lease, Operating Costs will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernization to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing

component, system or part of the Building.

14. Operating Costs will also not include the following:
- a. any increase in insurance premiums to the center as a result of business activities of other Tenants;
  - b. the costs of any capital replacements;
  - c. the costs incurred or accrued due to the willful act or negligence of the Landlord or anyone acting on behalf of the Landlord;
  - d. structural repairs;
  - e. costs for which the Landlord is reimbursed by insurers or covered by warranties;
  - f. costs incurred for repairs or maintenance for the direct account of a specific Tenant or vacant space;
  - g. costs recovered directly from any Tenant for separate charges such as heating, ventilating, and air conditioning relating to that Tenant's leased premises, and in respect of any act, omission, neglect or default of any Tenant of its obligations under its Lease; or
  - h. any expenses incurred as a result of the Landlord generating revenues from common area facilities will be paid from those revenues generated.
15. The Tenant will pay:
- a. To the Landlord, the Tenant's Proportionate Share of all real property taxes, rates, duties, levies and assessments which are levied, rated, charged, imposed or assessed by any lawful taxing authority (whether federal, state, district, municipal, school or otherwise) against the Building and the land or any part of the Building and land from time to time or any taxes payable by the Landlord which are charged in lieu of such taxes or in addition to such taxes, but excluding income tax upon the income of the Landlord to the extent that such taxes are not levied in lieu of real property taxes against the Building or upon the Landlord in respect of the Building.
  - b. To the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

#### Landlord's Estimate

16. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the Term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

## Use and Occupation

17. 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, and 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.
18. 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, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

## Quiet Enjoyment

19. 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.

## Distress

20. 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 from the Premises or seize, remove and sell any goods, chattels and equipment 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.
21. 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

22. 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.

## Landlord Chattels

23. The Landlord will not supply any chattels.

## Utilities and Other Costs

24. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, water and internet.
25. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: All operating expenses.
26. The Tenant is responsible for paying to the Landlord the following utilities and other charges: natural gas.

## Abandonment

27. 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.

### Governing Law

28. 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

29. 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.

### Assignment and Subletting

30. 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

31. 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

32. Landlord acknowledges that the premises will be used as a marijuana establishment.
33. Landlord/lessor may not take possession of or remove marijuana from the premises. AMCO will be contacted in the event that this is necessary.

### Care and Use of Premises

34. 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.
35. 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.
36. 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.
37. The Tenant will not engage in any illegal trade or activity on or about the Premises.
38. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

### Surrender of Premises

39. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### Hazardous Materials

40. 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.

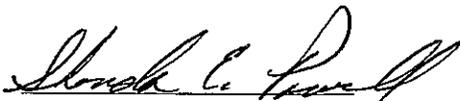
### Rules and Regulations

41. 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.

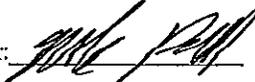
### General Provisions

42. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
43. 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.
44. 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.
45. 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.
46. Time is of the essence in this Lease.
47. 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 16th day of February, 2020.

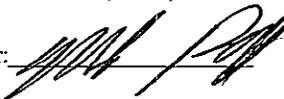
  
(Witness)

Mark Powell (Landlord)

Per: 

  
(Witness)

Ak Gold LLC (Tenant)

Per: 

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Department of Commerce, Community, and Economic  
Development

## CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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

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# ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	Ak Gold LLC.

**Entity Type:** Limited Liability Company

**Entity #:** 10071658

**Status:** Good Standing

**AK Formed Date:** 11/13/2017

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

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

**Entity Mailing Address:** 46657 KENAI SPUR HWY, KENAI, AK 99611

**Entity Physical Address:** 46657 KENAI SPUR HWY, NIKISKI, AK 99611

## Registered Agent

**Agent Name:** Shonda Powell

**Registered Mailing Address:** 46655 KENAI SPUR HWY, KENAI, AK 99611

**Registered Physical Address:** 48060 TINA COURT, NIKISKI, AK 99635

## Officials

Show Former

AK Entity #	Name	Titles	Owned
	Edna Beuhler	Member	50.00
	Mark Powell	Member	25.00
	Shonda Powell	Member	25.00

## Filed Documents

Date Filed	Type	Filing	Certificate
11/13/2017	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
11/13/2017	Initial Report	<a href="#">Click to View</a>	
9/13/2018	Change of Officials	<a href="#">Click to View</a>	
1/23/2019	Biennial Report	<a href="#">Click to View</a>	

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

SOA / DCCED / CBPL / Search / Corporations / Entity Details

## ENTITY DETAILS

### Name(s)

Type:	Legal Name
Name:	Ak Gold LLC.

#### Entity Type:

Limited Liability Company

#### Entity #:

10071658

#### Status:

Good Standing

#### AK Formed Date:

11/13/2017

#### Duration/Expiration:

Perpetual

#### Home State:

ALASKA

#### Next Biennial Report Due:

1/2/2021

#### Entity Mailing Address:

46657 KENAI SPUR HWY, KENAI, AK 99611

#### Entity Physical Address:

46657 KENAI SPUR HWY, NIKISKI, AK 99611

# Registered Agent

**Agent Name:**

Shonda Powell

**Registered Mailing Address:**

46655 KENAI SPUR HWY, KENAI, AK 99611

**Registered Physical Address:**

48060 TINA COURT, NIKISKI, AK 99635

## Officials

Show Former

<b>AK Entity #:</b>	
<b>Name:</b>	Edna Beuhler
<b>Titles:</b>	Member
<b>Owned:</b>	50.00
<b>AK Entity #:</b>	
<b>Name:</b>	Mark Powell
<b>Titles:</b>	Member
<b>Owned:</b>	25.00
<b>AK Entity #:</b>	
<b>Name:</b>	Shonda Powell
<b>Titles:</b>	Member
<b>Owned:</b>	25.00

## Filed Documents

<b>Date Filed:</b>	11/13/2017
<b>Type:</b>	Creation Filing
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	<a href="#">Click to View</a>
<b>Date Filed:</b>	11/13/2017
<b>Type:</b>	Initial Report
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	9/13/2018
<b>Type:</b>	Change of Officials

Received by AMCO between dates 7.1-7.3.20

<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	1/23/2019
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	

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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)

FOR DIVISION USE ONLY

**Limited Liability Company**  
 2019 Biennial Report  
 For the period ending December 31, 2018

Web-1/23/2019 12:15:14 PM

- 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:** Ak Gold LLC.  
**Entity Number:** 10071658  
**Home Country:** UNITED STATES  
**Home State/Province:** ALASKA

**Registered Agent**  
**Name:** Shonda Powell  
**Physical Address:** 48060 TINA COURT, NIKISKI, AK 99635  
**Mailing Address:** 46655 KENAI SPUR HWY, KENAI, AK 99611

**Entity Physical Address:** 46657 KENAI SPUR HWY, NIKISKI, AK 99611

**Entity Mailing Address:** 46657 KENAI SPUR HWY, KENAI, AK 99611

**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
Edna Beuhler	27395 SEWARD JWU, INDIAN, AK 99540	50	Member
Mark Powell	46655 KENAI SPUR HWY, KENAI, AK 99611	25	Member
Shonda Powell	46655 KENAI SPUR HWY, KENAI, AK 99611	25	Member

**Purpose:** Marijuana Cultivation

**NAICS Code:** 115112 - SOIL PREPARATION, PLANTING, AND CULTIVATING

**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:** Shonda Powell

## OPERATING AGREEMENT

of

AK Gold LLC

This Operating Agreement (the "Agreement") made and entered into this 9<sup>th</sup> day of August, 2018 (the "Execution Date"),

### BETWEEN:

Mark and Shonda Powell of 46655 Kenai Spur Hwy. Kenai,  
AK 99611, and Edna Beuhler of 27395 Seward Hwy. Indian,  
AK 99540

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

### BACKGROUND:

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

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

#### Formation

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

#### Name

2. The name of the Company will be AK Gold LLC.

**Purpose**

3. Marijuana Cultivation.

**Term**

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

**Place of Business**

5. The Principal Office of the Company will be located at 46657 Kenai Spur Hwy. Kenai, AK 99611 or such other place as the Members may from time to time designate.

**Capital Contributions**

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

<b>Member</b>	<b>Contribution Description</b>	<b>Value of Contribution</b>
Mark and Shonda Powell	Property, Construction, Operations, Equipment, Transportation, Sales arrangements	\$80,000.00
Edna Beuhler	Financial Contribution	\$80,000.00

**Allocation of Profits/Losses**

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will accrue to and be borne by the Members in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.
8. Distributions to Members will be made in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

**Nature of Interest**

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

**Withdrawal of Contribution**

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

**Liability for Contribution**

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

**Additional Contributions**

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

**Capital Accounts**

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

**Interest on Capital**

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

**Management**

17. Management of the Company is vested in the following manager (the "Manager") until such time as this Manager is removed by the Members or withdraws from the position:

- Mark Powell

18. The duties and responsibilities of the Managers will include the following:

- Complete business operations.

19. The limitations on the powers and authority of the Managers will include the following:

- Large expenditures require vote of members.

20. A new Manager may be added to the Company with a majority vote of the Members.

21. A Manager will be reimbursed for expenses directly related to the operation of the Company.

22. The Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, the Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.

23. In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Manager's duties will include keeping, or causing to be kept, full

and accurate business records for the Company according to generally accepted accounting principles (GAAP), and overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of the Company.

- 24. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.
- 25. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.

**Authority to Bind Company**

- 26. Only the following individuals have authority to bind the Company in contract:

MARK POWELL

EDNA BEUTLER

Shonda Powell

\_\_\_\_\_

**Duty of Loyalty**

- 27. Any Member or Manager may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

**Duty to Devote Time**

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

**Member Meetings**

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

**Voting**

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

**Admission of New Members**

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

**Voluntary Withdrawal of a Member**

- 34. No Member may voluntarily withdraw from the Company for a period of six months from the execution date of this Agreement. Any such unauthorized withdrawal prior to the expiration of this period will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings. After the expiration of this period, any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least six months prior to withdrawal.
- 35. The voluntary withdrawal of a Member will result in the dissolution of the Company.
- 36. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

**Involuntary Withdrawal of a Member**

- 37. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal

reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

38. The involuntary withdrawal of a Member will result in the dissolution of the Company.

#### **Dissociation of a Member**

39. Where the dissociation of a Member for any reason results in the dissolution of the Company then the Company will proceed in a reasonable and timely manner to dissolve the Company, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as set out in the Valuation of Interest section of this Agreement.
40. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

#### **Assignment of Interest**

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

#### **Valuation of Interest**

42. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
43. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a

reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members.

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

**Dissolution**

- 45. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
- 46. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
  - a. in satisfaction of liabilities to creditors except Company obligations to current Members;
  - b. in satisfaction of Company debt obligations to current Members; and then
  - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

**Records**

- 47. The Company will at all times maintain accurate records of the following:
  - a. Information regarding the status of the business and the financial condition of the Company.
  - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
  - c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager.
  - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

- e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
- 48. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.
- 49. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

**Books of Account**

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

**Banking and Company Funds**

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

**Audit**

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

**Fiscal Year End**

- 53. The fiscal year end of the Company is the 31st day of December.

**Tax Treatment**

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

**Annual Report**

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

**Goodwill**

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

**Governing Law**

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

**Force Majeure**

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

**Forbidden Acts**

59. No Member may do any act in contravention of this Agreement.
60. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

61. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
62. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
63. No Member may confess a judgment against the Company.
64. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

**Indemnification**

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

**Liability**

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

**Liability Insurance**

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

**Life Insurance**

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

**Actions Requiring Unanimous Consent**

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

**Amendment of this Agreement**

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

**Title to Company Property**

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

**Miscellaneous**

72. Time is of the essence in this Agreement.
73. This Agreement may be executed in counterparts.
74. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
75. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
76. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

77. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
78. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
79. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

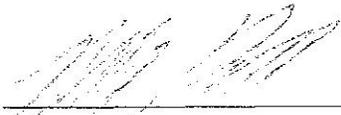
**Definitions**

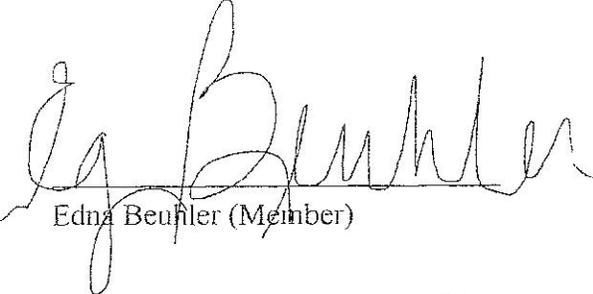
80. For the purpose of this Agreement, the following terms are defined as follows:
  - a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
  - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
  - c. "Distributions" means a payment of Company profits to the Members.
  - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
  - e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
  - f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
  - g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

- h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

**IN WITNESS WHEREOF** the Members have duly affixed their signatures under hand and seal on this

9<sup>TH</sup> day of August, 2018.

  
\_\_\_\_\_  
Mark Powell (Member)

  
\_\_\_\_\_  
Edna Beuhler (Member)

  
\_\_\_\_\_  
Shonda Powell (Member)