

Alcohol & Marijuana Control Office

Initiating License Application

4/29/2021 9:28:56 AM

License Number: 23634**License Status:** Active-Operating**License Type:** Marijuana Testing Facility**Doing Business As:** Land & Seas Laboratory**Business License Number:** 2094035**Designated Licensee:** Jessica Alexander**Email Address:** admin@landandseaslab.com**Local Government:** Matanuska-Susitna Borough**Local Government 2:****Community Council:** Meadow Lakes**Latitude, Longitude:** 61.345000, -149.322000**Physical Address:** 3516 W Coghlan Circle
Unit #3
Wasilla, AK 99623
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10115929**Alaska Entity Name:** Land & Seas Laboratory, LLC**Phone Number:** 907-357-9800**Email Address:** admin@landandseaslab.com**Mailing Address:** 3516 W Coghlan Circle
Unit #3
Wasilla, AK 99623
UNITED STATES**Entity Official #1****Type:** Entity**Alaska Entity Number:** 10115480**Alaska Entity Name:** Jade Management Services LLC**Phone Number:** 817-253-7130**Email Address:** walexander@landandseaslab.com**Mailing Address:** P.O.B 874602
Wasilla, AK 99687
UNITED STATES**Entity Official #2****Type:** Entity**Alaska Entity Number:** 10115485**Alaska Entity Name:** SBL, LLC**Phone Number:** 907-448-6013**Email Address:** firehouse99645@yahoo.com**Mailing Address:** 1831 Driftwood Circle
Palmer, AK 99645
UNITED STATES**Entity Official #3****Type:** Individual**Name:** Jessica Alexander**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 817-253-7130**Email Address:** walexander@landandseaslab.com**Mailing Address:** POBox 874602
Wasilla, AK 99687-4602
UNITED STATES**Entity Official #4****Type:** Individual**Name:** Billie Larsen**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-448-6013**Email Address:** firehouse99645@yahoo.com**Mailing Address:** 1831 Driftwood Cir
Palmer, AK 99645
UNITED STATES**Entity Official #5****Type:** Individual**Name:** Steven Larsen**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-448-6013**Email Address:** firehouse99645@yahoo.com**Mailing Address:** 1831 Driftwood Cir
Palmer, AK 99645
UNITED STATES

Entity Official #6

Type: Individual

Name: Wade Alexander

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-521-3342

Email Address: walexander@landandseaslab.com

Mailing Address: POBox 874602
Wasilla, AK 99687-4602
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:	Land & Seas Laboratory, LLC	License Number:	23634		
License Type:	Testing Facility				
Doing Business As:	Land & Seas Laboratory				
Premises Address:	3516 W. Coghlan Cir #3				
City:	Wasilla	State:	AK	ZIP:	99623

Section 2 – Individual Information

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

Name:	Billie Larsen
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.

BL

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.

BL

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

BL

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

Initials

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

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**Form MJ-20: Renewal Application Certifications****Section 4 – Certifications & Waiver**

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

Initials

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

BL

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.

BL

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

BL

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

BL

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

BL

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.

BL

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.

BL

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

BL

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.

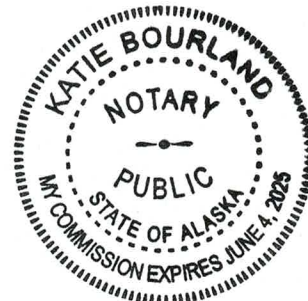
Billie Larsen
Signature of licensee

Katie Bourland
Notary Public in and for the State of Alaska

Billie Larsen
Printed name of licensee

My commission expires: June 4, 2025

Subscribed and sworn to before me this 19th day of June, 2021.





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License Type:	Testing Facility				
Doing Business As:	Land & Seas Laboratory				
Premises Address:	3516 W. Coghlan Cir #3				
City:	Wasilla	State:	AK	ZIP:	99623

Section 2 – Individual Information

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

Name:	Jessica Alexander
Title:	Laboratory Director

Section 3 – Violations & Charges

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

Initials

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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.

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

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

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.

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.

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

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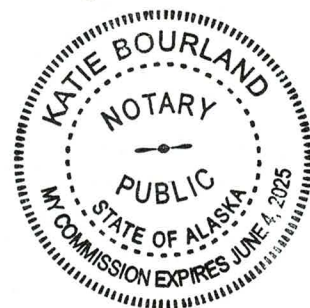
Signature of licensee

Notary Public in and for the State of Alaska

Jessica Alexander

Printed name of licensee

My commission expires:

June 4, 2025Subscribed and sworn to before me this 18th day of June, 2021.



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License Type:	Testing Facility				
Doing Business As:	Land & Seas Laboratory				
Premises Address:	3516 W. Coghlan Cir #3				
City:	Wasilla	State:	AK	ZIP:	99623

Section 2 – Individual Information

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

Name:	Steven Larsen
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.

SL

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SL

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

SL

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

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SL

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.

SL

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

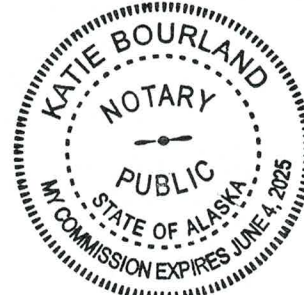
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Signature of licensee

Steven Larsen

Printed name of licensee

Notary Public in and for the State of AlaskaMy commission expires: June 4, 2025Subscribed and sworn to before me this 19th day of June, 2021.



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Doing Business As:	Land & Seas Laboratory				
Premises Address:	3516 W. Coghlan Cir #3				
City:	Wasilla	State:	AK	ZIP:	99623

Section 2 – Individual Information

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

Name:	Wade Alexander
Title:	Director of Operations

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.

WA

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WA

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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.

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

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

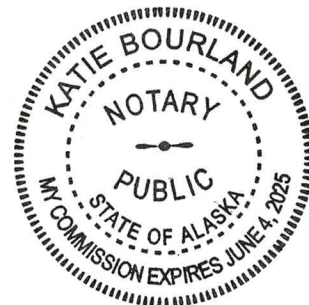
Signature of licensee

Notary Public in and for the State of Alaska

Wade Alexander

Printed name of licensee

My commission expires:

June 4, 2025Subscribed and sworn to before me this 18th day of June, 2021.

A&G Real Estate. LEASE AGREEMENT

1. PARTIES:

This lease is made the October 21, 2019 by and between A&G Real Estate -hereinafter referred to as "Landlord" and Land & Seas Laboratory LLC and Business Owners, hereinafter referred to as "Tenant". Landlord, at its option may, from time to time, designate an agent ("agent") to act on its behalf to receive rents and perform any and all obligations of Landlord under this Lease. Tenant shall be notified in writing in the event an agent is so designated and of any subsequent changes. Landlord and Tenant agree as follows:

2. LEASED PREMISES

Landlord, for and in consideration of \$24,000.00 (first and last month's rent and a \$10,000.00 security deposit for 4 units), as well as terms and conditions of this lease, does hereby lease to Tenant and Tenant hereby leases from Landlord the improved real estate located in the Palmer Recording District, Third Judicial District, State of Alaska, herein described as follows:

Approximately 1,475 each unit, total of 5,900 Sq/Ft. for 4 units, which will be used according to the agreed on the approved construction plan, which will be used for, having all the permits and insurances necessary and required by the state. Includes 2 parking spaces in front of each units- 1,2,3, & 4 and there will be extra parking available in front of the building for all 6 units. The Landlord is not responsible for providing or installing ventilation or others mechanical systems, cameras or security alarm, appliances or any interior furniture. Nominally known as Pro Pac Shops Unit-1 Unit-2 Unit-3 and Unit-4 Lot 2 Block 2 Coghlan Estates, herein described as "Leased Premises". The parties understand the mailing address is 3516 W. Coghlan Cir. Unit-1 Unit-2, Unit-3 and Unit-4

Tenant, upon paying the rents, performing all of the terms and covenants on its part to be performed, shall peacefully and quietly enjoy the leased premises subject to the terms of this lease and to any deed of trust or mortgage to which this lease is subordinated.

3. TERM:

3.1 Term. The initial term of this lease is for 60 months.

3.2 Lease Commencement & Completion Date: The term of this lease shall commence on the 1st day of November 2019 and end the 31st day of October, 2024.

3.3 Holding Over: If the Tenant remains in possession of the Leased Premises or any part thereof after the expiration of term without the express written consent of the Landlord, such occupancy shall be month to month at a rental of 150% of the last monthly rental, plus all other charges payable hereunder, and upon all other terms of this lease.

4. RENT:

4.1 Rent. Tenant shall pay to the Landlord as initial rent for Leased Premises \$7,300.00 per month, in advance, by the 1st day of each month. All rent, unless and until otherwise directed in writing by the Landlord, shall be paid to Landlord at:

By mailing:
A&G Real Estate
P.O. Box 874611
Wasilla, AK 99687

Physical Address:
A&G Real Estate
3572 W. Coghlan Cir, Suit-1
Wasilla, AK. 99623

Or at such other place and /or to such other Agent as Landlord may designate from time to time in writing.

5. SECURITY DEPOSIT SURRENDER:

5.1 Amount. Tenant shall deposit with Landlord \$10,000.00 as security for Tenant's faithful performance under the terms of this lease. If Tenant is in default, Landlord can use the security deposit, or portion thereof, to cure the default and/or as reimbursement for any and all damage sustained by Landlord as a result of Tenant's default. At Landlord's request, Tenant shall immediately pay to Landlord the sum necessary to replenish the security deposit to the original amount.

5.2 Tenant Obligations. If tenant is not in default at the expiration or termination of this lease and subject to Articles 10 and 14, Tenant shall peacefully and quietly deliver up to the Landlord, its successors or assigns, the Leased premises described in this lease in as clean and as good condition as when possession was tendered, normal wear and tear excepted. Tenant shall return all keys to Landlord on termination.

5.3 Landlord Obligations. If tenant is not in default at the expiration or termination of this lease and is in compliance with Article 5.2 above, Landlord shall return the security deposit to Tenant within 14 days of Tenant vacating the Leased Premises. Landlord's obligations to Tenant are those of a debtor and not a trustee.

6. ENUMERATION OF EXHIBITS

The exhibits enumerated in this section and attached to this Lease are incorporated herein by reference and are construed as part of this Lease. Each party agrees to perform any obligations on its part stated in all such Exhibits.

7. USE

7.1 Contract Use. The Leased Premises shall be occupied only for lawful business and professional use. Tenant shall not use or permit the Leased Premises or any part thereof to be used for any purpose in violation of any covenants, municipal, borough, state, federal or other governmental law, regulation, ordinance, or rule.

7.2 Landlord's Disclaimer. Landlord has not made any representation or warranty as to the suitability of the Leased Premises for the conduct of Tenant's business. Tenant shall not use or permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance, or disturb other Tenants or neighbors, if any.

7.3 Tenant Insurance Obligation. In the event Tenant's use of the Leased Premises cause an increase in Landlord's fire or hazard insurance premiums, Tenant shall reimburse Landlord for amount of such increase.

7.4 Hazardous Materials. All chemicals will be stored in OSHA approved fireproof cabinets.

7.5 Parking, Common Areas and Facilities. All common areas and common facilities in or about the Leased Premises shall be subject to the exclusive control and management of the Landlord. The Landlord shall have the right to construct, maintain and operate lighting and other improvements on said areas; to change the area, level, location and arrangement for parking areas and other facilities and temporarily to close such areas to effect such changes; the Landlord shall permit the Tenant and its invitees, without additional charge, to have parking privileges not to exceed 5 vehicles overnight. Tenant agrees to abide by any parking space assignments and to take such reasonable steps as may be necessary to insure that his invitees abide by such parking space assignments.

The driveway and parking lot in the rear of the building is primarily for tenant/employee parking and pick up/deliveries. Parking lot in front of building is primarily for customer parking. There will be a driveway along the east and west property boundary however cars must not block these fire lanes along the building. Any vehicles or personal property parked in fire lane along the east or west side of building will be subject to towing at owner's expense.

All common areas and facilities, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, which shall not be unreasonably revoked, and if any such license be revoked or if the amount of such areas be changed or diminished, Landlord shall not be subject to any liability nor shall tenant be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction.

Sidewalks are to be kept clear at all times. No "Sidewalk Sales", Signs, merchandise, or any other obstructions shall be placed on sidewalks, in parking lots, or any common areas.

Not with standing the above, Landlord shall provide reasonable access to the Leased Premises, and parking for Tenants and their invitees, which except for temporary closures for maintenance or upgrade, shall not be substantially diminished from that which currently exists.

8. CONSTRUCTION, MAINTENANCE, REPAIRS AND ALTERATIONS

a. Completion of construction of Leased Premises.

a) Landlord's Work. If the premises is not presently complete, Landlord shall deliver to the Tenant, and Tenant agrees to accept from the Landlord, possession of the premises subject to the completion of any requirements agreed upon between Landlord and Tenant prior to signing this lease. The Landlord will also commit to having the front of the building paved within 12 months of lease signing. Tenant shall not cause any delays in Landlord's Work through changes, selections, or for any reason.

Tenant's Work. Tenant shall commence the installation of fixtures, signage and equipment as needed for standard course of business. The Tenant shall not cause any delays in Landlord's through its actions or lack of action. All Tenants' Work shall be at Tenant's sole cost and expense and shall be pursuant to plans and specifications, which meet Landlord's reasonable approval. During this construction period Tenant shall keep the common areas free of all construction and related debris. Tenant's contractor shall name Landlord as additionally insured on contractor's insurance policies. All Tenant's work shall be undertaken and completed in a good workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect thereto and shall fully comply with all government statutes, ordinances, rules and regulations pertaining hereto. The Tenant covenants that no work by Tenant or Tenant's employees, agents or contractors shall disrupt or cause a slowdown or stoppage of any work conducted by Landlord on the Leased Premises.

- b. **Tenants Obligations.** Tenant has inspected the Leased Premises and accepts them in their present condition subject to Article 8.4
- (a). Tenant at Tenant's expense, shall comply promptly with all applicable laws ordinances and regulations governing the use of Leased Premises.

Subject to Article 10, Tenant shall, at its sole expense, maintain and keep in good order and repair in a timely manner all interior portions of the Leased Premises, including but not limited to ceiling, walls, floors, electrical lighting and exterior doors and windows. The Tenant is responsible for cleaning windows of Leased Premises inside and outside. The Landlord shall at its sole expense maintain and keep in good order and repair all exterior portions of the Leased Premises including but not limited to the roof, foundations, structural components, heating, plumbing, and sewer lines. The Tenant is aware that the Leased Premises is served by a septic and the Tenant will not place paper towels or other items that will damage septic systems down any drain.

- c. **Exterior Facilities.** The Landlord shall maintain all landscaped areas, parking lot & septic maintenance. Tenant is responsible to maintain the sides walk clean.

Landlord Rights. If Tenant fails to perform Tenant's maintenance and repair obligations as outlined above, Landlord, at its option, and after ten (10) days notice to Tenant, may enter upon the Leased Premises and put Leased Premises in good order, condition, repair. Tenant shall pay the cost of Landlord's repair at the time of Tenant's next rental payment upon receipt of an invoice from Landlord.

In the event of emergencies, where in Landlord's judgment there exists a present or imminent danger of loss or damage to Leased Premises such as but not limited to, fire, flood, acts of God, or loss of heat, Landlord may immediately enter upon Leased Premises to stop or prevent waste, damage or loss to the Leased Premises.

8.5 **Alterations and Additions.** Without the prior written consent of Landlord for specific alterations, Tenant shall not make any alterations, improvements, additions, utility installations (including power panels) in, on or about the Leased Premises. Any such alterations, additions, and improvements consented to by Landlord shall be made at Tenant's expense. All work performed is to be completed in a good workmanlike manner and in conformance with all applicable government regulations, United Building Codes and subject to I.C.B.O. inspections and a certified I.C.B.O. inspectors final approval. Tenant shall secure all government permits, approvals, inspections, and final acceptance required in connection with such work, and shall hold Landlord harmless from all liability and liens resulting there from. Landlord's consent is not required, however for nonstructural alterations costing less than \$1000.00 provided such alterations are in compliance with the above stated stipulations.

8.6 **Improvements and Lease Termination.** On termination Landlord may require Tenant to remove all or part of any alterations and restore the Leased Premises to its original condition. Unless Landlord requires their removal, all alterations, improvements, additions or fixtures, other than Tenant's trade fixtures, shall become the property of the Landlord and be surrendered with the Leased Premises.

9. INSURANCE, INDEMNITY.

- a. **Liability Insurance.** Tenant, at Tenant's sole expense, shall maintain bodily injury liability and property damage liability insurance in connection with the use and condition of the Leased Premises in amounts of at least \$1,000,000.00 for injury to or death of one person, \$2,000,000.00 for injury or death in any one accident or occurrence, and \$500,000.00 for property damage.
- b. **Fire and Extended Coverage.** Landlord, at Landlord's sole expense subject to Article 7.3, shall furnish and maintain fire and extended coverage insurance on Landlord's property for the full insurable replacement value of the Leased Premises, together with insurance against vandalism and malicious mischief.

Tenant shall maintain at its own cost and expense, fire and extended coverage in an amount adequate to cover the cost of replacement of all decorations, improvements, fixtures and contents in the Leased Premises in the event of fire, vandalism, malicious mischief, or other casualty generally included in extended coverage policies.

- c. **Insurance Policies.** Insurance purchased by Tenant shall be issued in the name of Tenant with Landlord named as an additional insured and loss payee, and shall be with companies that are Alaska admitted carriers, rated A- or better in Best's Insurance Guide", and shall be licensed to do business in Alaska. Such insurance may not be cancelled or amended with respect to Landlord without ten (10) days written notice by certified or registered mail by the insurance company. In the event of payment of any loss covered by such policy, payment shall be made to Tenant and Landlord as their interests may appear. This policy shall contain an express waiver of any right of subrogation by the insurance company against the Landlord. Tenant shall deliver a copy of the original policy of all such insurance to Landlord within ten (10) days of issuance of such a policy by the insurance company. The minimum limits of any insurance coverage required herein shall not limit Tenant's liability as may be identified in this lease. If Tenant fails to provide the above described insurance or fails to provide evidence thereof, Landlord may order such insurance and charge the cost to Tenant.

- d. **Indemnity.**

i. Except for claims for injuries attributable to Landlord's sole negligence, Tenant shall indemnify, defend and hold harmless from suits, actions, damage, liability and expenses in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, or at, or from the Leased Premises, or the occupancy wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, including the sidewalks and common areas and facilities in or about the building.

- ii. Tenant shall store its property in and shall occupy the Leased Premises at its own risk, and releases the Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage except to the extent Landlord is solely negligent.
- iii. Landlord shall not be responsible for, or liable at any time for any loss or damage to Tenant's equipment, fixtures or other personal property of Tenant or to Tenant's business except to the extent attributable to Landlord's sole negligence.
- iv. Landlord shall not be responsible or liable to Tenant or to those claiming by through or under Tenant for any loss or damages to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining Leased Premises.
- v. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the Leased Premises are a part or of defects therein, or in any fixture or equipment.
- vi. Discharge of Liens By Tenant. If at any time during the Tenancy any liens of mechanics, laborers, material men, architects, employees or other persons entitled to or asserting liens under any claim of or statute, or any chattel mortgages, conditions bills of sale, or other consensual liens shall be filed against the Leased Premises or any part of the Leased Premises, as a result of claims against the Tenant, the Tenant shall at its own cost and expense, immediately obtain the discharge of those liens by payment, bond, or otherwise, as provided by law. Nothing herein contained shall in any way prejudice the rights of the Tenant to contest the final judgment or decree of any lien. The Tenant shall also defend for the Landlord, at the Tenant's sole cost and expenses, any actions, suit or proceeding which may be brought on or for the enforcement of any such lien, chattel mortgage or condition bill of sale, and shall pay any damages, satisfy and discharge any judgment entered in such an action, suit or proceeding and otherwise save and hold harmless the Landlord from any liability, claim or damage resulting therefrom. If the Tenant defaults in its obligations as set forth above in regard to obtaining the discharge of any such lien, chattel mortgage or conditional bill of sale, the Landlord without further notice, may procure and discharge that lien by bond, payment or otherwise and all costs and expenses which the Landlord may incur in obtaining the discharge of that lien or judgment shall be paid by the Tenant to the Landlord as additional rent in accordance with the provisions of this lease.

10. DAMAGE OR DESTRUCTION - REPAIRS AND RESTORATION:

- a. Destruction. If the Leased Premises are totally destroyed or suffer damage amounting to 75% or more of the value of the improvements on the Leased Premises, this lease shall terminate automatically as of the date of such occurrence. Tenant, however, shall remain liable for all sums owed at the date of such occurrence.
- b. Damage. If the Leased Premises suffer damage from casualties or act of God amounting to less than 75% of the value of the improvements on the Leased Premises, the lease will continue in full effect unless Tenant requests in writing, within 30 days following the destruction, that the Landlord make an election as described in this section. Landlord shall elect, within 15 days of Tenant's request, to have:

The Landlord restore the Leased Premises to substantially their condition immediately proceeding such damage or

- (b) The lease terminates as of the date of damage.

If Landlord elects to restore the Leased Premises, the Landlord shall reduce the rent according to the degree of damage from the date of damage until restoration is in Landlord's opinion, substantially complete.

11. TAXES

- a. Payment by Landlord. Landlord will pay to the appropriate governmental body all real property taxes and assessments.
- b. Personal Property Tax. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied and assessed and/or which become payable during the Lease Term hereof upon all or any part of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property located in the Leased Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures, and other property shall be assessed and taxed with real property, Tenant shall pay to the Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.
- c. Licenses and Taxes. Tenant shall be liable for and shall pay throughout the Lease Term, all license and excise fees and occupation taxes covering the business conducted on the Leased Premises.

12. UTILITIES

- a. Landlord Tenant Obligations. Tenant shall pay for gas, telephone, electricity, janitorial service, or other services provided to the Leased Premises. Landlord shall pay for refuse not to exceed 2 cubic yard every 2 weeks for all of units-1,2,3,4 If Tenant should require additional refuse pick up this will be billed to the Tenant by the Landlord.

13. ASSIGNMENT AND SUBLETTING

13.1 Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, sublet, or otherwise transfer or encumber any part of Tenant's interest in this lease or in the Leased Premises without Landlord's prior consent. Any attempted assignment, transfer, encumbrance or subletting without such consent shall be void. In the event Tenant is a corporation, a transfer of 50% or more of stock shall be considered an assignment for purposes of this paragraph.

13.2 No Release of Tenant. Even if Landlord consents to an assignment of sublease, Tenant shall remain primarily responsible to pay rent and to perform all of Tenant's other obligation under this lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

14. DEFAULTS; REMEDIES:

14.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this lease by Tenant:

- a) Abandonment of the Leased Premises.
- b) Failure by Tenant to make any payment required and when due as described in this lease agreement.
- c) Failure by Tenant to observe or perform any of the covenants, conditions or provisions of this lease, other than making of any payment, where such failure shall continue for a period of fifteen (15) days after written notice from Landlord.

d)(i) The making by Tenant of any general assignment or general arrangement for the benefit of creditors;

(ii) The filing by or against Tenant of a petition in bankruptcy, including reorganization or arrangement, unless in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days.

(iii) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at Leased Premises or of Tenant's interest in this lease.

14.2 Remedies. In the event of any such material default or breach, Landlord, at any time, with or without notice or demand, without waiving or limiting any other right or remedy may choose, at its sole discretion, any one or more of the following remedies:

- a) Immediately re-enter and remove all persons and personal property from Leased Premises. At Landlord's option Landlord may arrange for storage of the property at Tenant's expense and without liability to Landlord.
- b) Rent the Leased Premises or any part thereof for the account of Tenant upon such terms and conditions and for such period as Landlord may consider advisable, either with or without any equipment or fixtures that may be situated in or on the Leased Premises. Landlord shall apply the rents received from re-renting, including attorney's fees and any real estate commission actually paid. Landlord shall apply any remaining rent toward payment of all sums due or to become due to Landlord hereunder. Landlord shall retain any remaining portion of the rent.

If Landlord fails to realize an amount sufficient to pay the rent due under this lease from re-renting, Tenant shall make monthly payments to Landlord for any deficiency.

Landlord's re-entry shall not terminate this lease unless Landlord gives written notice of an intention to terminate this lease.

c) Collect by legal proceedings or otherwise each installment of rent or other sum as they become due.

d) Enforce by legal proceedings or otherwise any covenant or condition or term of this lease.

e) Terminate this lease. In the event this lease is terminated, Tenant shall surrender possession of said Leased Premises in 60 days notice and shall pay Landlord in 60 days all damages Landlord may incur by reason of Tenant's default, including the cost of recovering possession of the Leased Premises and the excess, if any of the amount of rent and charges due under this lease for the remainder of the term over the then reasonable rental value of the Leased Premises for the remainder of the term.

f) Remedies Cumulative. Each remedy provided in this lease is distinct and cumulative to all other rights or remedies under this lease or afforded by law or equity, and maybe exercised concurrently, independently, or successively, in any order whatsoever.

14.3 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform its obligations within thirty (30) days after written notice by Tenant specifying wherein Landlord has failed to perform. If the nature of Landlord's obligation, however, is such that more than thirty (30) days are required for performance, Landlord shall not be in default if Landlord commences performance within thirty (30) days of Tenant's written notice and thereafter completes Landlord's performance within reasonable time. In the event Landlord fails to perform any obligation under the term of this lease, Tenant shall have any remedy available to it under any applicable law.

14.4 Defaults; Disclaimer that the landlord/lessor will not take possession of or remove marijuana from the premises, and will contact AMCO in the event that removal is necessary.

15. CONDEMNATION:

If all or part of the Leased Premises are taken under power of eminent domain, or sold under threat of the exercise of said power, this lease shall terminate as to the part so taken as of the date that either the condemning authority takes possession or the property is sold. If any of the floor area of the improvements on the Leased Premises is taken by condemnation, or sold under threat of the exercise of said power, Tenant may by written notice, within ten (10) days after notice of such taking (or absent such notice, within ten (10) days after either the condemning authority takes possession or the sale), terminate this lease. If tenant does not so terminate, this lease shall remain in effect as to the portion of the Leased Premises remaining except that the rent shall be reduced either in proportion that the floor area taken bears to the original total area or in a reasonable amount to be determined by the Landlord.

Landlord shall be entitled to any award for taking of all or part of the Leased Premises under the power of eminent domain (including any award for diminution of value of the leasehold, severance damages and the like) and/or any proceeds from the sale made under threat of the exercise of such power. Tenant shall be entitled only to any award for loss of or damage to Tenant's trade fixtures and removable personal property and moving expenses or any portion of the condemnation award attributable to relocation cost or interruption/ loss of its leasehold rights.

16. GENERAL PROVISIONS

- 16.1 Estoppels Certificate and Financial Statements. Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord, financial statements showing the utility and other costs attributable solely to the Leased Premises and a statement in writing (i) certifying that this lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this lease as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) either acknowledging that Tenant is not aware of any defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed.

Tenant's failure to provide these statements shall be conclusive evidence (i) that this lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that no defaults in Landlord's performance exist, and (iii) that Tenant has not paid more than one month's rent in advance.

- 16.2 Landlord's Liability. Landlord may assign this lease at any time without notification to or permission of Tenant. Such assignment shall terminate Landlord's obligations under this lease provided that the assignment requires the assignee to be responsible for all provisions of this lease applicable to the Landlord.

16.3 Interest on Past Due Obligations and late fee. Except as expressly provided, any amount not paid by Tenant when due shall bear interest at eighteen percent (18%) per year from the date due; however if 18% exceeds the applicable legal maximum, the legal maximum shall apply. Any rent over 3 days late shall be CHARGED A LATE FEE OF \$275.00 PLUS \$75.00 PER DAY beginning with the first day of the month said rent was due until the day rent is actually received by landlord.

- 16.4 Time is of the Essence. Time is of the essence in the performance of this lease.

- 16.5 Prior Agreements. This lease contains all agreements of the parties with respect to any matter mentioned, and may be modified only by a writing signed by the parties in interest at the time of modification. The Tenant acknowledges that Landlord and its agents have made no representation or promises with respect to the Leased Premises except as herein expressly set forth. Nothing herein shall be construed as creating any type of partnership or joint venture relationship between the Landlord and the Tenant.

- 16.6 Recording. Tenant shall not record this lease without Landlord's prior written consent. At the request of Landlord, the parties may execute and deliver a Memorandum of Lease, which Landlord at its option may record.

- 16.7 Binding Effect. Subject to any provisions restricting assignment or subletting, this lease shall bind the parties, their personal representatives, successors and assigns.

- 16.8 Subordination. This lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or other security arrangement now or later placed upon the real property of which the Leased Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of Leased Premises shall not be disturbed if Tenant is not in default. Tenant agrees to execute factual documents required to effectuate such subordination.

- 16.9 Landlord's Access. Landlord shall have the right to enter the Leased Premises at reasonable times for the purpose of inspecting, showing to prospective purchasers or lenders, or making such alteration, repairs, improvements or additions, to the Leased Premises as Landlord may deem necessary or desirable. Landlord may at any time place on or about the Leased Premises "For Sale" signs and may during the last ninety days of the term place on or about the Leased Premises "For Lease" signs.

16.10 Mediation and Resolution of Disputes. The parties agree that any claim or dispute arising from or related to this agreement shall be settled by mediation, and if necessary, legally binding arbitration applying Alaska law in accordance with the guidelines of the American Arbitration Association. Judgment upon arbitration award may be entered in court in Palmer, Third Judicial District, State of Alaska.

16.11 Addresses, Notices. The initial addresses of the parties are

Landlord: A&G Real Estate - PO Box 874611 Wasilla, AK 99687

Tenant: LAND & SEAS LABORATORY LLC - PO Box Wasilla, AK 874602

Each Party will notify the other promptly of any change in address. Any notice required or permitted shall be in writing and may be served personally or by certified mail addressed to the most recent address of the party being served. If sent by certified mail, notice shall be effective when received or when returned unclaimed or rejected.

16.12 Costs and Attorney's Fees. If by reason of any default or breach of any term or condition of this agreement, attorney's fees or other related costs are incurred, the losing party agrees to pay the actual reasonable costs and attorney's fees incurred by the prevailing party. Venue in any such action shall be in Palmer, Third Judicial District, State of Alaska.

16.13 Authority of Signers. The persons signing this agreement on behalf of the Landlord and Tenant agree and warrant that they have full authority to execute this agreement on behalf of the respective parties.

16.14 Waiver. One or more waivers of any covenant, term or condition of this lease, by either party shall not be construed as a waiver of subsequent breach of the same covenant, term or condition. The consent to or approval of any act by the other party of a nature requiring consent or approval shall not be deemed to waive consent to or approval of any subsequent or similar act.

16.15 Severability. If any clause or term of this agreement shall be deemed invalid by any court of law, the enforceability of the remaining clauses and terms of this agreement shall be unaffected.

16.16 Applicable Law. This agreement shall be governed by and construed in accordance with the law of the State of Alaska.


16.17 Lease Not Offer. The submission of this lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto unless and until it is executed by both parties.

16.19 Auctions and Sales. Tenant shall not conduct or permit to be conducted any sale by auction upon or from the Leased Premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceedings. No distress Sales. No auction, fire, bankruptcy, "going out of business" or other distress sales of any nature may be conducted on the Leased Premises without the prior written consent of Landlord, which consent may be conditioned as Landlord deems appropriate. No "sidewalk" or parking lot sales are permitted without express written consent in advance by Landlord.

16.20 Lessee shall inform Landlord in writing no later than 60 days prior to the expiration of this lease of their intention to renew for an additional term. If notice is not received within 60 days, Landlord has the option to begin procuring another tenant for Lessee's space.


Date

10/25/19

X 
A&G Real Estate
OWNER:
LANDLORD

Date

10/25/19

X 
LAND & SEAS LABORATORY LLC
OWNERS:
TENANT

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	Land & Seas Laboratory, LLC

Entity Type: Limited Liability Company

Entity #: 10115929

Status: Good Standing

AK Formed Date: 10/21/2019

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: 3516 W. COGHLAN CIR., UNIT 3, WASILLA, AK 99623

Entity Physical Address: 3516 W. COGHLAN CIR, UNIT 3, WASILLA, AK 99623

Registered Agent

Agent Name: Law Offices of John C. Pharr, P.C.

Registered Mailing Address: 733 W 4TH AVE, 308, ANCHORAGE, AK 99501-2162

Registered Physical Address: 733 W 4TH AVE, 308, ANCHORAGE, AK 99501-2162

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
10115480	Jade Management Services LLC	Member	85.00
10115485	SBL, LLC	Member	15.00

Filed Documents

Date Filed	Type	Filing	Certificate
10/21/2019	Creation Filing	Click to View	Click to View
10/21/2019	Initial Report	Click to View	
12/31/2019	Change of Officials	Click to View	
6/15/2021	Biennial Report	Click to View	

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Operating Agreement
For
Land and Seas Laboratories, LLC,
an Alaska Limited Liability Company

The limited liability company interests created by this Agreement ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, INCLUDING THE ALASKA SECURITIES ACT (AS 45.55), PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

HOWEVER, THE INTERESTS CREATED BY THIS AGREEMENT have not been registered under the Securities Act of 1933 or under ANY state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act AND the applicable state laws or EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

THIS OPERATING AGREEMENT of Land and Seas Laboratories, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as an Alaska limited liability company under the Alaska Revised Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Alaska. The Members hereby adopt and approve the articles of organization of the Company filed with the Alaska Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Alaska Revised Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

"Member" means each Person who acquires any Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Alaska Revised Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement. As to any Member, the Membership Interest is that Member's Ownership Interest together with the Member's Membership Rights.

"Membership Rights" means, as to any Member, all of the rights of the Member with the exception of the Ownership Interest, including a Member's: (i) right to inspect the Company's books and records; and (ii) right to participate in the management of and vote on matters coming before the Company.

"Ownership Interest" means, as to any Member, the right of the Member to participate in the profits and losses of the Company and to receive distributions from the Company in proportion to the Member's Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{\text{MU}}{\text{TU}}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Prohibited Activity" has the meaning specified in Section 6.6.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

"Voting Interests" mean, for any Member, such Member's Percentage Interest.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless called for by a vote of the Members. If subsequent Capital Contributions are called, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest. The Percentage Interest of each Member will be recalculated after giving effect to any subsequent Capital Contribution so that each Member's Percentage Interest will be equal to their Capital Account balance divided by the total of all of the Capital Account balances. The Members hereby unanimously consent to amendment of Exhibit A to this Operating Agreement to restate Percentage Interest of each Member pursuant to this Section 2.2.

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Alaska Revised Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

3.2 **Distributions.** The Company will have the right to make distributions of cash to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the President in accordance with the Alaska Revised Limited Liability Company Act. In kind distributions are not permitted.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Alaska Revised Limited Liability Company Act, the business and affairs of the Company will be managed by its President, who shall be the manager of the Company.

B. **President.** Subject to Section 4.2, the day-to-day affairs of the Company will be managed by a President. The Members appoint Jessica Alexander as the initial President of the Company. The President is authorized to:

- (i) Declare and pay a distribution, subject to the provisions of Article 3;
- (ii) Acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;
- (iii) Construct, operate, maintain, finance, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property;
- (iv) Sell, dispose, trade, or exchange Company assets in the ordinary course of the Company's business, except as otherwise limited in this Agreement;

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- (v) Enter into agreements and contracts and to give receipts, releases and discharges;
- (vi) Purchase liability and other insurance to protect the Company's properties and business;
- (vii) Borrow money for and on behalf of the Company, and, in connection therewith, execute and deliver instruments to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the sums borrowed;
- (viii) Execute or modify leases with respect to any part or all of the assets of the Company;
- (ix) Prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust which may affect any asset of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or deeds of trust;
- (x) Execute any and all other instruments and documents which may be necessary or in the opinion of the President desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company;
- (xi) Make any and all expenditures which the President, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization and financing and operation of the Company;
- (xii) Enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company;
- (xiii) Invest and reinvest Company reserves in short-term instruments or money market funds; and
- (xiv) Employ accountants, legal counsel, agents, and other experts to perform services for the Company.

C. **Extraordinary Transactions.** Notwithstanding anything to the contrary in this Agreement, the President shall not undertake any of the following without the approval of the Members:

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(i) Any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than Capital Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damage awards, and insurance proceeds;

(ii) The Company's lending more than \$1,000 of its money on any one occasion;

(iii) Any admission of a new Member or transfer of Ownership Interests;

(iv) The Company's engaging in business in any jurisdiction which does not provide for the registration of limited liability companies;

(v) Discontinuance of the Company's business;

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

(vii) Any merger, reorganization or recapitalization of the Company;

(viii) Any borrowings by the Company in excess of \$50,000;

(ix) Any contract which would require the Company to expend more than \$100,000 and the adoption of any profit sharing, bonus, pension or similar plan;

(x) Settlement or confession of judgment in any legal matter;

(xi) Transactions with Affiliates or family members of a Member;

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

(xiii) Such other matters and decisions as the Members may from time to time designate.

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

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D. **Certain Decisions Requiring Greater Authorization.** The following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 **Officers.** In addition to the President, the Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

4.3 **Records.** The President shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include, but not be limited to complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Articles of Organization and this Agreement and all amendments thereto, a current list of the names and last known business, residence, or mailing addresses of all Members; and the Company's federal, state, and local tax returns.

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

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5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation or a C Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times. The initial tax matters partner is Jessica Alexander.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Alaska Revised Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Alaska Revised Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action of the members.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Alaska Revised Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Alaska Revised Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken

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and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

6.3 Limitation of Liability. No Member (nor any of its Affiliates) shall be liable, responsible or accountable in damages or otherwise to the Company or the Members for any act or omission by any such Person (which shall include any applicable entity) performed in good faith pursuant to the authority granted to such Person by this Agreement or in accordance with its provisions, and in a manner reasonably believed by such Person to be within the scope of the authority granted to such Person and in the best interest of the Company; provided, however, that such Person shall retain liability for acts or omissions that involve intentional misconduct, a knowing violation of the law, a violation of AS 10.50.320 of the Act (in the case of Members only) or for any transaction from which the Person will personally receive a benefit in money, property or services to which the person is not legally entitled.

6.4 Duty of Loyalty, No Competition Within Alaska. Except as otherwise expressly provided, nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business, except as set out in Section 6.6. The organization of the Company shall be without prejudice to the Members' respective rights (or the rights of their respective Affiliates) to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliates. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

6.5 Use of Company Assets. Each Member may use, and may authorize any of its Affiliates to use, the policies, procedures, and testing protocols of the Company, including in its other authorized business and activity, subject to the limitations of Section 6.6. To that end, the Company hereby grants to each Member a non-exclusive, royalty-free, non-transferable, sublicensable license outside the state of Alaska in and to each and every copyright owned or sublicensable by the Company, whether such copyright is now owned or later acquired, to reproduce, transmit, distribute, and create derivative works based upon the work for any purpose

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

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not prohibited by law or this Agreement. The license granted by this Section 6.5 shall be for the duration of such Member's Membership only and shall be sublicensable only to any Affiliate of the Member.

6.6 Non-Competition Within Alaska. Each Member covenants, on behalf of itself and each and all of its Affiliates, that neither the Member or any of its Affiliates will engage in Prohibited Activity, which means and includes:

A. The contribution of the Member's knowledge, financial resources, intangible benefits of endorsement (including introductions or relationships,) or any other resource, whether directly or indirectly, in whole or part, to any entity engaged within the state of Alaska in the same or similar business as the Company, including without limitation the laboratory testing of agricultural products;

B. The participation of the Member, whether directly or indirectly, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, shareholder, member, officer, volunteer, intern, or in any similar capacity to an entity engaged within the state of Alaska in the same or similar business as the Company, including without limitation the laboratory testing of agricultural products.

Notwithstanding the foregoing, nothing in this Agreement restricts the right of any Member or Affiliate of a Member to purchase, own, or control less than 5% of the publicly-traded securities of any company, provided that such interest represents a passive investment and neither the Member nor any Affiliate of the Member is a controlling person of, or participant in a group that controls, such entity. Nothing in this Agreement may be construed to restrict or impede in any way any protected right of a Member or Affiliate that cannot be waived by agreement, including the right to comply with any applicable law, regulation, or valid order of a competent court or government agency.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Voluntary Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Neither withdrawal nor resignation is permitted except as provided for in this Section 7.1. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

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7.2 **Involuntary Withdrawal.** Upon the occurrence of any of the following events, a Member will be withdrawn as a Member and will lose the Member's Membership Rights. The Member will continue to hold the Member's Ownership Interest only. The events giving rise to an involuntary withdrawal are:

- a. The Member makes an assignment for the benefit of creditors;
- b. The Member files a voluntary petition of bankruptcy;
- c. The Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
- d. The Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- e. The Member seeks, consents to or acquiesces in the appointment of a trustee for, receiver for or liquidation of the Member or of all or any substantial part of the Member's properties;
- f. The Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (a) through (e), above;
- g. Any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated;
- h. If the Member is an individual, the Member's death or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property;
- i. If the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;
- j. If the Member is a partnership or limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;
- k. If the Member is a corporation, the dissolution of the corporation or the revocation of its charter; or
- l. If the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

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7.3 Restrictions on Transfer; Admission of Transferee. A Member may not transfer, pledge, or hypothecate any Membership Interests, in whole or part, whether now owned or later acquired, unless Members holding all of the Percentage Interests not subject to transfer consent to such transfer, except that a Member may provide for the transfer of Ownership Interests on death if an individual or dissolution if a corporation or association. A person may acquire Ownership Interests directly from the Company upon the written consent of all Members. A Person that acquires Ownership Interests, whether by transfer of existing Ownership Interests or creation of new Ownership Interests, will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

7.4 Conditions of Transfer. Notwithstanding the foregoing Section 7.3, a transfer of the entirety of a Member's Ownership Interests will be presumed to be approved by the Members if the transfer complies with Section 7.5, below, and:

- A. The Transfer will not require registration of Interests or Membership Rights under any federal or state securities laws;
- B. The transferee delivers to the Company a written agreement to be bound by all the terms of this Agreement;
- C. The Transfer will not result in the termination of the Company pursuant to Code Section 708;
- D. The Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;
- E. The transferor or the transferee delivers the following information to the Company: (i) the transferee's taxpayer identification number, and (ii) the transferee's initial tax basis in the Transferred Interest; and
- F. The transferor obtains, at the transferor's expense, and delivers to the Company, an opinion of legal counsel acceptable to the Company, confirming that the Conditions of Transfer have been satisfied.

7.5 Process for Transfer Other Than On Death; Right of First Refusal. Each Member has a right of first refusal to buy any other Member's Ownership Interest if such Ownership Interest is offered for sale, according to the following process:

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A. No less than 45 days or more than 60 before a Member seeks to transfer the Member's Ownership Interest in whole or part other than upon the death or dissolution of the Member, the Member seeking to transfer an Ownership Interest (the "Selling Member") will give notice to the other Members of the transaction and all of its terms, including the financial terms and the identity of the proposed buyer (the "Transfer Notice"). The portion of the Selling Member's Ownership Interest offered for sale will be referred to as the "Selling Interest."

B. Not less than 30 days after the Transfer Notice, any Member wishing to buy the Selling Interest, in whole or part (a "Buying Member,") may give the Selling Member notice of the Buying Member's intention to exercise the Buying Member's right of first refusal.

C. On the 31st day after the Transfer Notice, the Selling Member will offer to sell to each Buying Member on financial terms identical to the financial terms described in the Transfer Notice that percentage of the Selling Interest equal to the Buying Member's Ownership Interest divided by the Ownership Interests of all of the Buying Members. The offer will remain open for 5 days, terminating at noon on the 36th day after the Transfer Notice. Any Buying Member who accepts the Selling Member's offer is a "Participating Buying Member".

D. If not all of the Buying Members have accepted offers and become Participating Buying Members by noon on the 36th day after the Transfer Notice, the Selling Member will offer to each Participating Buying Member in order of such Buying Members' Ownership Interest the right to buy all of the remaining Selling Interest on financial terms identical to the financial terms described in the Transfer Notice. The offer will remain open for 5 days, terminating at noon on the 41st day after the Transfer Notice.

E. Any part of the Selling Interest that has not been committed for sale to a Buying Member by 42nd day after the Transfer Notice may then be sold or transferred on the terms described in the Transfer Notice to the buyer disclosed in the Transfer Notice, subject to this Article 7.

7.6 Unregistered, Uncertificated Security. Each Ownership Interest constitutes a security that is not registered under the Alaska Securities Act of 1959, AS 45.55, and cannot be sold, transferred, or offered without a prior registration or exemption. The Ownership Interests of Members will be uncertificated.

7.7 Acknowledgement of Reasonableness. Each Member hereby acknowledges the reasonableness of the prohibition contained in this Article 7 in view of the purposes of the

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Company and the relationship of the Members. The transfer of any Ownership Interests in violation of the prohibition contained in this Article 7 is invalid, null and void, and of no force or effect. Any person to whom Ownership Interests or Membership Rights are attempted to be transferred in violation of this Article 7 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, participate in the profits or losses of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Rights or Ownership Interests.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Section 405 of the Alaska Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

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8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Limitation of Liability for Authorized Acts.** Neither the Members, the President, any officer appointed by the Member, nor any of their Affiliates shall be liable, responsible or accountable in damages or otherwise to the Company or the Members for any act or omission performed in good faith pursuant to the authority granted by this Operating Agreement or in accordance with its provisions, and in a manner reasonably believed to be within the scope of the authority granted and in the best interest of the Company; provided, however, that each such person shall retain liability for acts or omissions that involve intentional misconduct, a knowing violation of the law, or for any transaction from which the person will personally receive a benefit in money, property, or services to which the person is not legally entitled.

9.2 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Alaska law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

9.3 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Alaska law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding. Furthermore, the Company will defend, indemnify, and hold harmless, including by advancing Expenses (as that term is defined below) the President and any officer appointed by the Members to the fullest extent permitted by law.

9.4 **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1, 9.2, or 9.3 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment.** This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

with respect to the subject matter of this Agreement, except as otherwise required by the Alaska Revised Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Alaska Revised Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the State of Alaska, without giving effect to its conflict of laws rules. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

10.7 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

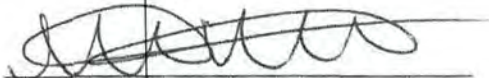
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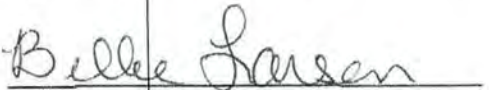
IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 01/02/2020

For SBL, LLC:



Signature of Steve Larsen



Signature of Billie Larsen

For Jade Management Services LLC:



Signature of Jessica Alexander



Signature of Wade Alexander

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

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EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Jade Management Services, LLC Address: 4466 Glenn Hwy #7 Palmer, Alaska 99645	\$991.67k In cash and kind	85%
SBL, LLC Address: 1831 Driftwood Circle Palmer, Alaska 99645	\$175k In cash	15%

The interests created by this Agreement have not been registered under the Securities Act of 1933 or under any state securities law. Such interests may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Act and the applicable state laws or exemption from such registration requirements. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement, as it may be amended from time to time. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.