State of Alaska
Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

ARTICLES OF AMENDMENT

Domestic Limited Liability Company
AS 10.50.100

Filing Fee: $25.00 (non-refundable)

INSTRUCTIONS *(Please retain for your records):*

NOTICE: The Articles of Amendment will not be filed if a biennial report is due or the signatures do not match what the Corporations Section has on record. Please verify the following before completing the application.

- Have all current biennial reports be filed?
- Are the members/managers up to date on our records?

To verify this information please search for the entity by going to Search Corporations Database in the Corporations Section of our website at www.commerce.alaska.gov/occ. If there is a biennial report due, the report may be filed online by selecting Biennial Reports on the Corporations Section page. If the members/managers have changed, but no biennial report is due, please submit a Notice of Change located in the Forms and Fees section.

Refer to Alaska Statutes 10.50.100. The Articles of Amendment correctly set out, without change, the provisions of the articles being amended.

ITEM 1: Provide the name of the entity currently on record and the Alaska Entity Number.

ITEM 2: Provide the date the Articles of Organization were originally filed.

ITEM 3: List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

ITEM 4: The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

NOTE: Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.

Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Corporations Search

NAME(S)

Type	Name
Legal Name	Southeast Alaska Laboratories LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10038083
Status: Good Standing
AK Formed Date: 4/28/2016
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018
Entity Mailing Address: 1689 HARBOR WAY, JUNEAU, AK 99801-1406
Entity Physical Address: 5450B JENKINS DR, JUNEAU, AK 99801

REGISTERED AGENT

Agent Name: Jessica Dreibelbis
Registered Mailing Address: 1689 HARBOR WAY, JUNEAU, AK 99801-1406
Registered Physical Address: 1689 HARBOR WAY, JUNEAU, AK 99801-1406

OFFICIALS

AK Entity#	Name	Titles	Percent Owned
	Brenda Greenbank	Member	16.67
	Catherine Johnson	Member	8.33
	Donald Zenger	Member	16.67
	Gary Rosenberger	Member	16.67
	James Williamson	Member	8.33
	Jessica Dreibelbis	Member, Manager	8.33
	Robert Steinke	Member	25

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
4/28/2016	Creation Filing		
9/26/2016	Initial Report		

Juneau Mailing Address
P.O. Box 110806
Juneau, AK 99811-0806
Physical Address
333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770
Phone Numbers
Main Phone: (907) 465-2550
FAX: (907) 465-2974

Anchorage Mailing/Physical Address
550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567
Phone Numbers
Main Phone: (907) 269-8160
FAX: (907) 269-8156

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ARTICLES OF AMENDMENT
Domestic Limited Liability Company
AS 10.50.100

☑ **$25.00 Filing Fee (non-refundable)**

Pursuant to Alaska Statutes 10.50.100, the undersigned corporation adopts the following amended Articles of Organization.

ITEM 1: Name of the Entity:

	Alaska Entity #:
Southeast Alaska Laboratories LLC	10038083

ITEM 2:

Date the original Articles of Organization were filed:	04/28/2016

ITEM 3: List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

Amendment needed for the the member/officials from 16.66 percentage owned to 16.67 as corrected below:
Brenda Greenbank Member 16.67
Catherine Johnson Member 8.33
Donald Zenger Member 16.67
Gary Rosenberger Member 16.67
James Williamson Member 8.33
Jessica Dreibelbis Member, Manager 8.33
Robert Steinke Member 25

Attach a separate sheet if needed.

ITEM 4: The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

	Jessica Dreibelbis	Manager / Member	10/03/2016
Signature	Printed name	Title	Date

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

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CONTACT INFORMATION SHEET

Please return this document with your filing. This information will only be used to resolve questions with the filings attached. **NOTE**: this form will not be filed for record or appear online.

Name of entity as it appears on filing:

Southeast Alaska Laboratories LLC

To resolve questions with this filing, contact:

Name: Jessica Dreibelbis	
Email: seaklabs@gmail.com	Phone: 315-778-1469
Mailing address: 1689 Harbor Way Juneau, AK 99801	

Return documents to:

Name: Jessica Dreibelbis
Company: Southeast Alaska Laboratories LLC
Mailing address: 1689 Harbor Way Juneau, AK 99801

Attach this form to your filings. Send all documents to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.

Alaska Entity #10038083

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

Certificate of Organization

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

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

Southeast Alaska Laboratories LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective April 28, 2016.

Chris Hladick
Commissioner

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STATE OF ALASKA

Alaska Business License # 1036252

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

SOUTHEAST ALASKA LABORATORIES LLC

1689 HARBOR WAY JUNEAU AK 99801

owned by

SOUTHEAST ALASKA LABORATORIES LLC

is licensed by the department to conduct business for the period

April 28, 2016 through December 31, 2016
for the following line of business:

54 - Professional, Scientific and Technical Services

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

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Chris Hladick

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STATE OF ALASKA

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

Southeast Alaska Laboratories LLC

This Company Agreement of this MANAGER MANAGED LIMITED LIABILITY COMPANY organized pursuant to applicable state law, is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore described intent of the Members. Accordingly, in consideration of the conditions contained herein, he/she/they agree as follows:

ARTICLE I

Company Formation

1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of state law as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent shall be as stated in the Articles of Organization.

1.3 **TERM.** The Company shall continue for a perpetual period until or unless:

(a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or

(b) An event makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event occurs which causes dissolution of this Limited Liability Company under applicable state laws.

1.4 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(a,c), if there is/are at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of the Company

1.5 **BUSINESS PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.

1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be as stated in the Articles of Organization or at a location as the Manager selects.

1.7 **THE MEMBERS.** The name and place of residence of each member <u>are listed</u> below at Certification of Members. Members are the directors of this company.

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1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior majority consent of the Members.

ARTICLE II

Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital at least one share/($10,000.00) and the company shall keep record of the amount each member's shareholdings.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital. If, as determined by the manager, additional capital should be required to ensure the success of the LLC, all initial investors shall be asked if they wish to buy additional shares. Should all initial investors decline to invest, the additional shares shall be offered to the public. If multiple requests are made, the final decision will be made by a vote of the initial investors.

ARTICLE III

Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** An annual meeting shall be held for Members to vote on distribution and/or reinvestment of available funds. Voting on distribution of profits will be binding,but will only occur after necessary reinvestments (as determined by management) have occured. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-I(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-I(b)(2)(ii)(d).

ARTICLE IV

Management

4.1 **MANAGEMENT OF THE BUSINESS.** This company shall be manager managed. The initial manager(s) are set forth in the articles of organization filed with the appropriate State agency. Managers listed in the articles of organization and/or this agreement will serve as the Managers of this company.

4.2 **MEMBERS.** Members shall not take part in the operation of the Company's affairs, unless they are also Managers.Members will have the right, by majority vote, to hire a consultant for the purpose of meeting faciliation and member/manager communication including but not limited to performance review.

4.3 **POWERS OF MANAGERS.** The Managers, as authorized by Members, will make decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment,

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refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.5 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.6 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members

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

4.8 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business or at another location agreeable by the Members, the following:

(a) A current list in alphabetical order of the full name and the last known street address of each Member;

(b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of any financial statements of the limited liability company for the three most recent years.

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(e) Copies of the Company's current licenses, permits, registraions and memberships.

ARTICLE V

Compensation

5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Manager shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-l(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) Any additional capital contribution made by him/her;

(b) Credit balances transferred from his distribution account to his capital account;
and decreased by:

(c) Distributions to him/her in reduction of Company capital;

(d) The Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, Member shall comply with the following procedures:

(a) First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting member may advertise his/her membership interest for sale as he/she sees fit.

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(b) If a member has a buyer of members interest, the other current member(s) have first right of refusal to purchase the exiting members interest for the agreed purchase price. If there are more than one current remaining members, remaining members may combine funds to purchase the exiting members interest. Exiting member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. Current members have 60 days to buy exiting members interest if they so desire.

(c) Pursuant to the applicable law, current members may unanimously approve the sale of exiting members' interests to grant full membership benefits and functionality to the new member. The current remaining members must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting member must disclose to buyer or assignee if current members will not approve the sale.

7.2 **VALUATION OF EXITING MEMBERS INTEREST.** If a member wants to exit the LLC, and does not have a buyer of its membership interest, exiting member will assign its interest to current members according to the following set forth procedures:

(a) A value must be placed upon this membership interest before assigned.

(b) If exiting member and current members do not agree on the value of this membership interest, exiting member must pay for a certified appraiser to appraise the LLC company value, and the exiting members' value will be assigned a value according to the exiting members' interest percentage.

(c) The current members must approve the certified appraiser used by exiting member. Current members have 30 days to approve the exiting members certified appraiser. If current members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to make the LLC business appraisal. Current members may not stall the process by disapproving all certified appraisers.

(d) Upon completion of a certified appraiser placing a value on the LLC, a value will be placed on exiting members' interest according to exiting members' percentage of membership interest.

(e) If current members disagree with the value placed on exiting members' interest, current members must pay for a certified appraiser to value the LLC and exiting members' interest according to the same terms.

(f) Current members' appraiser must be completed within 60 days or right of current members to dispute the value of exiting members interest expires.

(g) Upon completion of current members certified appraiser, the exiting member must approve the value placed on exiting members' interest. Exiting member has 30 days to approve this value.

(h) If exiting member does not approve current members' appraiser value, the value of the LLC will be determined by adding both parties' values, then dividing that value in half, then creating the value of the exiting members' interest according to the exiting members' percentage of membership interest.

7.2 **DISTRIBUTION OF EXITING MEMBERS INTEREST.** Upon determination of exiting members' interest value, the value will be a debt of the LLC. The exiting member will only be able to demand payment of this debt at dissolution of the LLC or the following method:

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(a) LLC will make timely payments.

(b) LLC will only be required to make payments towards exiting members' debt if LLC is profitable and passed income to current members.

(c) LLC must make a debt payment to exiting member if LLC passed income of 50% of the total determined value of the exiting members' interest in one taxable year. (Example: If exiting members' value was $100,000 and current member(s) received $50,000 taxable income in the taxable year, the LLC would owe a debt payment to exiting member. If current member(s) only received $90,000 in passed income, there would be no payment due.)

(d) Debt payment must be at least 10% of the value of the passed income to current LLC members.

(e) LLC must make payment to exiting member within 60 days of the end of the taxable year for the LLC.

(f) Payment schedule will continue until exiting members debt is paid by LLC.

(g) If LLC dissolves, exiting member will be a regular debtor and payment will follow normal LLC dissolution payment statutes.

(h) Exiting members' value of membership interest it assigned current members may NOT accrue interest.

(i) LLC can pay off amount owed to exiting member at any time if it so desires.

LISTING OF MANAGERS

The undersigned hereby agree, to serve as managers for this LLC.

Signed this 24th day of June, 2016.

_____ Signature

Jessica Dreibelbis Printed Name

(Chief Executive Manager)

1689 Harbor Way Address

Juneau, AK 99801 Address

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this 24th day of June, 2016.

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Signature

Robert Steinke Printed Name

(Member)

412 GASTINEAU Ave #1 Address

JUNEAU AK 99801 Address

Signature

Catherine Johnson Printed Name

(Member)

11995 Glacier Hwy Address

Juneau AK 99801 Address

Signature

Donald Zenger Printed Name

(Member)

Res. 626 5th street Douglas AK Address no mail

Po. Box 240492 Douglas AK 99824 Address mail only

Signature

Gary Rosenberger Printed Name

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(Member)

2760 Douglas Hwy Address

Juneau, AK 99801 Address

Brenda Greenbank Signature

Brenda Greenbank Printed Name

(Member)

2760 Douglas Hwy Address

Juneau, AK 99801 Address

J. S. Will Signature

JAMES G. WILLIAMS

~~Jim Williamson~~ Printed Name

(Member)

412 H. STREET Address

P.O. Box 240754 Address

Douglas, Alaska

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