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	JMP, LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10035606
Status: Good Standing
AK Formed Date: 2/9/2016
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018
Entity Mailing Address: 308 G STREET, SUITE 318, ANCHORAGE, AK 99501
Entity Physical Address: 308 G STREET, SUITE 318, ANCHORAGE, AK 99501

REGISTERED AGENT

Agent Name: Maureen Eberhardt
Registered Mailing Address: 308 G STREET, SUITE 318, ANCHORAGE, AK 99501
Registered Physical Address: 308 G STREET, SUITE 318, ANCHORAGE, AK 99501

OFFICIALS

AK Entity#	Name	Titles	Percent Owned
	Joshua Fink	Member	33.3
	Maureen Eberhardt	Member	33.3
	Peter Eberhardt	Member, Manager	33.3

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
2/9/2016	Creation Filing		
2/9/2016	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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Alaska Entity #10035606

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

JMP, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **February 09, 2016**.

Chris Hladick
Commissioner

AK Entity #: 10035606
Date Filed: 02/09/2016
State of Alaska, DCCED

THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.gov*

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-2/9/2016 10:10:37 AM

1 - Entity Name

Legal Name: JMP, LLC

2 - Purpose

Any lawful purpose.

3 - NAICS Code

311811 - RETAIL BAKERIES

4 - Registered Agent

Name: Maureen Eberhardt
Mailing Address: 308 G Street, Suite 318, Anchorage, AK 99501
Physical Address: 308 G Street, Suite 318, Anchorage, AK 99501

5 - Entity Addresses

Mailing Address: 308 G Street, Suite 318, Anchorage, AK 99501
Physical Address: 308 G Street, Suite 318, Anchorage, AK 99501

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Lance Wells			Organizer

Name of person completing this online application

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

Name: Lance C.Wells, Esq.

Alaska Business License # **1040709**

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

MOMO'S BAKERY

308 G ST #318 ANCHORAGE AK 99501

owned by

JMP, LLC

is licensed by the department to conduct business for the period

August 08, 2016 through December 31, 2016
for the following line of business:

72 - Accommodation and Food 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

MULTI MEMBER LLC OPERATING AGREEMENT
OF
JMP, LLC

THIS OPERATING AGREEMENT, is formed this day of February 9, 2016, with the following persons:

Peter A. Eberhardt
Maureen T. Eberhardt
Joshua P. Fink

WITNESSETH

WHEREAS, the Members have established or intended to be established, a limited liability company by filing on the date hereof a Certificate of Organization (the "Certificate") (Exhibit I) under and pursuant to Alaska Statutes – ch. 10.50, the Alaska Revised Limited Liability Company Act (the "Act") in the Alaska Department of Commerce & Economic Development for the purpose of conducting the operation of a commercial bakery, as well as any other lawful business for which limited liability companies may be formed under the act; and

WHEREAS, the Members agree that their respective rights, powers, duties and obligations as Members of the Company, and the management, operations and activities of the Company, shall be controlled by this Operating Agreement (the "Agreement");

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Members hereby agree as follows:

ARTICLE I
General

1.01 *Name of the Limited Liability Company.* The name of the limited liability company formed hereby is ***JMP LLC*** pursuant to the Act.

1.02 *Purpose.* The purpose of the Company is to engage in the operation of a commercial kitchen as well as any lawful act or activity for which limited liability companies may be formed under the Act.

1.03*Office of the Limited Liability Company; Agent for Service of Process.* The address of the registered office of the Company for purposes of the Act is 308 G Street, Suite 318, Anchorage, Alaska 99501. The agent for service of process shall be Maureen T. Eberhardt.

1.04*Principal Place of Business; Offices.* The principal place of business for the Company shall be 2917 Spenard Road, Suite 102, Anchorage, Alaska 99503.

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1.05*Organization.* The Manager shall cause to be filed such Certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the operation of a limited liability company in accordance with the laws of the State of Alaska and any other jurisdictions in which the Company shall conduct its business and operations and shall continue to do so for so long as the Company conducts business therein.

ARTICLE II
Members

2.01*Members.* The Members of the Company as follows:

Peter A. Eberhardt
Maureen T. Eberhardt
Joshua P. Fink

2.02 *Voting Rights.* Except as may otherwise be provided by this Agreement or the Act, the Members shall not participate in the control or management of the business of the Company except to the extent directed to do so by a unanimous vote of the members.

2.03 *Members as Non-Agents.* The Members are not agents of the Company and do not have authority to act for, or bind, the Company in any matter, except that a member retained as Manager by a unanimous vote of the membership may act as an agent and have the authority to act for, or bind the company, to the extent granted by a unanimous vote of the members.

2.04 *Conflicts of Interest.* No Member shall engage or participate or consult in any business activity in competition with the business activities currently conducted or under active planning by the Company, for so long as such Member is a Member.

2.05 *Confidentiality.* No Member shall use or disclose the confidential or proprietary information of the Company or its trade secrets for any purpose but the business of the Company.

2.06 *Liability of Members.* The liability of Members for the losses, debts and obligations of the Company shall be limited to their Capital Contributions, *provided however*, that under applicable law, the Members may under certain circumstances be liable to the Company to the extent of previous distributions made to them in the event the Company does not have sufficient assets to discharge its liabilities.

2.07 *Meetings, Notice of Meetings, Quorum, Voting and Proxies.* There shall be at least quarterly meetings to discuss and review company business, though more meetings may be held at the pleasure of the members. If two members desire a meeting, they must give the third member a one week notice unless said member

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agrees to meet earlier. All members are required for a quorum. Proxies are not allowed. Telephonic participations is allowed.

ARTICLE III
Managers

3.01 *Managers.* Managers are hereby designated by Members of the Company in accordance with this Agreement. Any Manager may withdraw or be removed as a Manager of the Company, and other persons may be added or substituted as Managers as specified in Sections 4.08 of the Agreement.

3.02 *Management Generally.* In accordance with this Agreement and the Act, the business and affairs of the Company shall be conducted, and its powers shall be exercised as granted by a unanimous vote of the members, by or under the direction of the Manager(s). Powers not granted by a unanimous vote of the members to the manager shall reside with the members as a whole.

3.03*Managers as Members.* Any Manager may hold an interest in the Company as a Member, and such person's rights and interest as a Manager shall be distinct and separate from such person's rights and interests as a Member.

3.04 *Authority of Managers.* Except as otherwise provided in this Agreement or the Act, the Managers shall have exclusive control of the business of the Company, as delineated by a unanimous vote of the members. If at any time the number of Managers is two (2), then any action to be taken by the Managers may be taken only by their unanimous approval. If the number of Managers is three (3) or greater, any action to be taken by the Managers may be taken only upon the vote of a majority in number of Managers.

3.05 *Limitations on Authority.* The Managers shall not have the authority to take any of the following actions on behalf of the Company without the consent of a all of the Members:

(a) sell, lease, exchange or otherwise dispose of all or substantially all of the Company's assets;;
(b) merge, consolidate or otherwise provide for any business combination of the Company;
(c) enter into any transaction that would result in a change in control of more than 50% of the Members' Interests in the Company;
(d) issue any additional Interests or admit new Members to the Company
(e) reorganize or convert to a form of entity other than a limited liability company
(f) make any election to be taxed as a corporation

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(g) make any filing against the Company under any Bankruptcy or insolvency law, or make a general assignment for the benefit of creditors

(h) set salaries or establish compensation of employees.

3.06 *Compensation of Managers and Employees.* The Manager(s) of the Company who are involved in the daily operations of the Company shall be entitled to a reasonable compensation for services rendered to the Company, as shall employees, and compensation shall be determined by a unanimous vote of the members.

3.07 *Reliance by Third Parties.* Persons dealing with the Company are entitled to rely conclusively upon the affirmation of the Managers that they are acting upon the power and authority of the Managers as herein set forth.

3.08 *Removal, Resignation and Appointment of Successor Managers.* The Members agree as follows:

(a) Each Manager shall hold office until death, Bankruptcy, Disability, resignation, or removal as provided in this paragraph.

(b) Members may remove a Manager at any time, for any reason and for no reason, with a unanimous vote.

(c) Any Manager may resign effective upon giving thirty (30) days written notice to the other Managers, if any, and the Members of the Company, unless the notice specifies a later time for the effectiveness of such resignation. Upon receipt of notice of resignation from the resigning Manager, the remaining Managers or, if none, a Majority in Interest of the Members, may notify the Manager of an earlier effective date for the resignation.

(d) If any Manager is unable or unwilling to continue to serve as Manager, and one or more Managers remains, then the remaining Managers shall continue to serve as Managers. If at any time no Manager remains, then the Members, with a unanimous vote, shall appoint one or more successor Managers. If at any time the Company has no Managers, then the Members shall act on behalf of the Company by a Majority in Interest.

3.09 *Officers and Delegation of Authority.* The Managers may delegate their power and authority to one or more officers, employees or agents of the Company. The Managers may set compensation of their delegatees and prescribe duties as appropriate. The Managers may remove and replace delegates at any time for any reason or for no reason.

3.10 *Conflict of Interest and Confidentiality.* The Managers accept the same or substantially the same obligations and duties as Members as to Conflict of Interest and Confidentiality as set forth in Sections 3.04 and 3.05 of Article III.

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ARTICLE IV
Capital Contributions

4.01 *Initial Capital Contribution.* Each member is responsible for one-third of the total initial capital contribution. At the time of the formation of this agreement, it is anticipated that each member shall make up to a $50,000 contribution. To the extent possible, members shall make these payments to the company simultaneously.

4.02 *Additional Capital Contributions.* The Members shall have the right, but shall not be obligated, to contribute any additional funds essential to conducting Company operations in such amounts and proportions as the Members determine.

4.03 *Capital Accounting.* For each Member, the Company shall establish and administer a separate capital accounting.

ARTICLE V
Allocations and Distributions

5.01 *Profits and Losses.* Members shall be entitled to all allocations and distributions of LLC profits and losses in accordance with the percentage interest.

5.02 *Limitations on Withdrawal of Capital.* No Member shall have the right to withdraw from the Company all or any part of the Member's Capital Contribution. No Member shall have the right to demand any distribution other than upon the dissolution and liquidation of the Company.

5.03 *Sources of Distributions.* Each Member shall look solely to the assets of the Company for all distributions with respect to the Company. Members shall have no recourse (upon dissolution or otherwise) against the Managers or the other Members.

ARTICLE VI
Tax Status and Reports

6.01 *Tax Return.* A designated Member ("Tax Matters Partner") shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority and shall make timely filing thereof.

6.02 *Tax Report.* A Tax Matters Partner shall prepare or cause to be prepared and delivered to each Member a report setting forth in reasonable detail the information with respect to the Company to enable each Member to prepare his tax returns in accordance with applicable law.

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6.03 *Accounting Matters.* The Managers shall cause to be maintained complete books and records accurately reflecting the accounts, business and transactions of the Company.

ARTICLE VII
Assignment of Interests

7.01 *Restrictions on Assignment of Interests.* No member shall make or effect an Assignment or Transfer of all, or any part of, such Member's Interest, except with the consent of all Members.

7.02 *Right of First Refusal.* A Member who desires to make an Assignment of such Member's Interest to any Person, may make such Assignment only after complying with the following provisions:

(a) Any such Member shall promptly send a notice (Offer Notice) to the Company and each other Member and be deemed to have offered to sell his Interest at the price and on the terms determined in accordance with Article IX.

(b) Upon notice of a proposed Assignment, the Company shall have the first right and the other Members shall have the second right to purchase, but not less than all, of the proposed Interest to be transferred. The Company shall exercise its right to purchase, if at all, by irrevocable notice to the Company and the selling Member within 30 days of the Offer Notice, and the remaining Members shall exercise their right to purchase, if at all, by irrevocable notice to the Company and the selling Member within 30 days of the Offer Notice.

7.03*Determination of Purchase Price*

(a) The price for the Interest of a selling Member shall be set forth in the Offer Notice.

(b) If the proposed assignment is a pledge or gift or otherwise does not include a good faith arm's length purchase price, then the price shall be the fair market value as determined by an independent certified public accountant.

7.04*Admission of New Members.* No Person, including any recipient of an Economic Interest in a Permitted Transfer, shall be admitted as a Member without the consent of all Members.

7.05*Members' Representative and Successors,* If a Member who is a natural person dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage his affairs, the Member's executor, administrator, guardian, conservator or other legal representative may exercise all the Member's rights for the purpose of settling the Member's estate or administering the Member's property.

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7.06*Withdrawal of Members.* No Member shall have the right to withdraw from the Company without the consent of all Members.

ARTICLE VIII
Dissolution

8.01 *Dissolution.* The Company shall be dissolved and its affairs wound up upon the first to occur of the following conditions:

(a) A unanimous vote of the Members;
(b) The sale of all or substantially all of the assets of the Company and cessation of its business in the ordinary course; or
(c) Entry of a decree of judicial dissolution under the Act.

8.02 *Liquidation.* Upon occurrence of an event of dissolution as defined in the Act or Section 10.01 of the Agreement, the Company shall cease to engage in any further business operations, except to the extent necessary to perform existing obligations, and shall wind up its affairs and, if necessary to pay or establish reserves for all debts and contingent or unforeseen liabilities of the Company, liquidate its assets.

8.03 *Liabilities.* Any liquidation shall continue until the Company's affairs are in such condition that there can be a final accounting showing that all fixed or liquidated obligations and liabilities of the Company are satisfied or can be adequately provided for under this Agreement.

8.04 *Settling of Accounts.* Subject to any applicable provisions of the Act, upon the dissolution and any liquidation of the Company, the cash of the Company and any proceeds of liquidation shall be applied as follows:

(i) first, to pay all expenses of liquidation and winding up;
(ii) second, to pay all debts, obligations and liabilities of the Company in order of priority as provided by law, other than on account of Members' contributions; and
(iii) third, to establish reasonable reserves for any remaining contingent or unforeseen liabilities of the Company not otherwise provided for, which reserves shall be maintained by the Managers on behalf of the Company in a regular interest-bearing trust account for a reasonable period of time as determined by the Managers. If any excess funds remain in such reserve at the end of such reasonable time, then such remaining funds shall be distributed by the Company to the Members pursuant to Section 10.05 hereof.

8.05 *Distribution of Assets of the Company.* Subject to any restrictions contained in the Act, upon dissolutions of the Company but not later than the Distributions Date (the date established by the Managers when a final accounting may be determined

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and the distribution of assets including any proceeds of liquidation occurs), the assets of the Company, including any net proceeds of liquidation, shall be distributed to Members in proportion to the positive balances of their Capital Accounts.

8.06 *Filing.* Upon dissolution of the Company, the Managers shall cause to be executed and filed with the Alaska Department of Commerce and Economic Development articles of dissolution in accordance with the Act.

ARTICLE IX
Certificates Evidencing Interests

9.01 *Issuance.* The Company may, but shall not be required to, issue to Members of the Company a certificate signed by the Managers specifying the Interest of such Member.

9.02 *Lost or Worn Certificates.* If a certificate for registered Interests is worn out or lost it may be renewed on production of the worn out certificate or on satisfactory proof of its loss together with such indemnity as my be required by the Managers.

9.03 *Not Freely Assigned.* Certificates evidencing an Interest are not freely transferable and are only transferable to the extent a permitted Assignment is made in compliance with Article IX.

ARTICLE X
Indemnification

10.01 *Exculpation.* Neither the Managers nor any Member shall be liable to the Company or any Member for any loss in connection with the affairs of the Company so long as such person is not guilty of fraud, willful misconduct, or gross negligence.

10.02 *Indemnification.*

(a) The Company shall indemnify, defend, hold harmless and pay all judgments and claims against the Managers and any Member arising from any liability or damage incurred by reason of any actions, inactions or decisions of such person that are within the scope of the authority provided hereunder or are taken upon advice of counsel, provided that the same were not fraud or the result of fraud, willful misconduct or gross negligence. The Company shall provide reasonable attorneys' fees and other costs and expenses incurred by the Managers and Members in connection with the defense of any pending or threatened action or proceeding which arises out of conduct that is the subject of the indemnification provided hereunder, subject to the agreement of such Manager or Member, as the case may be, to reimburse the Company for

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such provision to the extent that it shall finally be determined by a court of competent jurisdiction that the Manager or Member was not entitled to indemnification under this Section.

(b) Each Manager and Member shall indemnify and hold harmless the Company and its other Members from and against any claim, loss, expense, liability, action or damage including, without limitation, reasonable costs and expenses of litigation and appeal by reason of said Manager's fraud or Member's fraud, willful misconduct or gross negligence.

10.03 *Continuing Rights.* Any repeal or modification of Section 10.01 or Section 10.02 shall not adversely affect any right or protection of the Managers or Members existing at or prior to the time of such repeal or modification.

ARTICLE XI
Inspection of Company Records

11.01 *Records to be Kept.* The Company shall keep at its principal place of business or at such other office as shall be designated by the Member:

(a) A current and past list in alphabetical order of the full name and last known mailing address of each Member and Manager;
(b) A copy of the filed Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;
(c) Copies of this Agreement, and all amendments hereto;
(d) Copies of the Company's federal, state and local income tax returns and reports and financial statements, if any, for the three (3) most recent years or, if such returns and statements were not prepared, copies of the information and statements provided to the Members to enable them to prepare their tax returns for such period.

11.02 *Inspection of Company Records.* The books and records set forth in Section 11.01 shall be open to inspection upon the reasonable request of any Member at any reasonable time during usual business hours, for a purpose reasonably related to such Member's interest as a Member. Such inspection by a Member may be made in person or by agent or attorney, at the Member's expense, and the right of inspection includes the right to copy and make extracts.

ARTICLE XII
Miscellaneous

12.01 *Amendments.* This Agreement may be amended only by the consent of all Members.

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12.02 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, administrators, executors, legal representatives, successors and assigns.

12.03 *Entire Agreement.* This Agreement constitutes the entire agreement among the Managers and Members with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, and understandings of the parties with respect to the Company.

12.04 *Third Parties.* Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

12.05 *Governing Law.* This Agreement shall be governed by and construed under the substantive laws of the State of Alaska without regard to its choice-of-law provisions.

12.06 *Titles and Subtitles; Form of Pronouns; Construction and Definitions.* The titles of the sections and paragraphs of this Agreement are for convenience only and are not to be considered in construing the Agreement. All pronouns used in this Agreement shall be deemed to include masculine, feminine and neuter forms; the singular number includes the plural and the plural number includes the singular. Unless the context otherwise requires, the term "including" shall mean "including, without limitation."

12.07 *Severability.* If one or more provisions of this Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed and the balance of this Agreement shall be enforceable in accordance with its terms.

12.08 *Notices.* Any and all notices or elections permitted or required to be made as provided in this Agreement shall be in writing, signed by the Member or Manager giving such notice or making such election, and shall be delivered by hand, courier, U.S. mail, or email with return receipt.

12.09 *No Waiver.* The failure of any Member to insist upon strict performance f any covenant or obligation under this Agreement shall not be deemed a waiver or relinquishment of such Member's right to demand strict compliance in the future with respect to such covenant or obligation or any other covenant or obligation. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall be deemed to constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation under this Agreement.

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12.10. *Counterparts.* This Agreement may be executed upon an original and one or more duplicate originals, all of which together shall constitute on agreement.

12.11 *Impasse by Members.* If the members reach an impasse or cannot resolve an issue or make a decision necessary for the continued functioning of the Company, the Members shall submit to binding arbitration. If an arbitrator cannot be agreed upon, each member shall submit a name and a random drawing will determine the arbitrator.

IN WITNESS WHEREOF, the Members hereby execute this Limited Liability Company Agreement as of the date first written in this Agreement.

MEMBERS:

Peter A. Eberhardt

Maureen T. Eberhardt

Joshua P. Fink

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