Division of Corporations, Business and Professional Licensing

Name(s)

Type	Name
Legal Name	SEU LLC

Entity Details

Entity Type: Limited Liability Company

Entity #: 10028588

Status: Good Standing

AK Formed Date: 4/7/2015

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2017

Entity Mailing Address: 745 W 4TH STREET 200B, ANCHORAGE, AK 99501

Entity Physical Address: 745 W 4TH STREET 200B, ANCHORAGE, AK 99501

Registered Agent

Agent Name: Registered Agents Inc

Registered Mailing Address: 125 N WILLOW ST STE B, KENAI, AK 99611

Registered Physical Address: 125 N WILLOW ST STE B, KENAI, AK 99611

Officials

AK Entity#	Name	Titles	Percent Owned
	Anthony Mann	Member	50
	Susan Nowland	Member	50

Filed Documents

Date Filed	Type	Filing	Certificate
4/7/2015	Creation Filing		
12/2/2015	Agent Change		
3/8/2016	Initial Report		
7/28/2016	Change of Officials		

Alaska Entity #10028588

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

SEU LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective April 07, 2015.

Chris Hladick
Commissioner

Alaska Business License # **1036776**

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

ALASKA FIREWEED

12015 WILDERESS ALASKA AK 99516

owned by

SEU LLC

is licensed by the department to conduct business for the period

May 07, 2016 through December 31, 2017
for the following line of business:

42 - Trade

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

AK Entity #: 10028588
Date Filed: 03/08/2016
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

Limited Liability Company

Initial Biennial Report

Web-3/8/2016 9:52:19 AM

Entity Name: SEU LLC
Entity Number: 10028588
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Registered Agents Inc
Physical Address: 125 N WILLOW ST STE B, KENAI, AK 99611
Mailing Address: 125 N WILLOW ST STE B, KENAI, AK 99611

Entity Physical Address: 745 W 4TH STREET 200B, ANCHORAGE, AK 99501

Entity Mailing Address: 745 W 4TH STREET 200B, ANCHORAGE, AK 99501

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Anthony Mann	18044 Misty Falls Circle, Eagle River, AK 99577	50	Member

NAICS Code: 531390 - OTHER ACTIVITIES RELATED TO REAL ESTATE

New NAICS Code (optional):

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: Susan Nowland

SEU LLC
OPERATING AGREEMENT
March 10, 2016

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OPERATING AGREEMENT OF SEU LLC

Alaska LLC

This Operating Agreement (as the same may be amended, restated or otherwise modified from time to time, this "Agreement"), effective March 10,2016, is entered into by Susan Nowland and Anthony (the "Members"), as the Members of SEU LLC (the "Company"), pursuant to the Act (as such term is defined below) on the following terms and conditions:

1. Organization.

1.1 Formation. On March 10, 2016. the articles of organization (of this Company were completed.

1.2 Name and Place of Business. The name of the Company shall beSEU LLC, and its principal place of business shall be in or around Anchorage, Alaska. The Members may change such name, consistent with the requirements of the Act, change such place of business or establish additional places of business of the Company as the Members may determine to be necessary or desirable.

1.3 Business and Purpose of the Company. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

1.4 Term. The term of this Agreement shall be until the Company is dissolved as provided in this Agreement.

1.5 Required Filings. The Members shall execute, acknowledge, file, record and/or publish such certificates and documents as may be required by this Agreement or by law in connection with the formation and operation of the Company.

1.6 Registered Office and Registered Agent. The Company's initial registered office and initial registered agent shall be as provided in the Articles of Organization. The registered office and registered agent may be changed from time to time by the Members by filing the address of the new registered office and/or the name of the new registered agent in accordance with the Act.

2. Definitions.

The following capitalized terms are intended to have the meaning set forth below:

"Act" shall mean the The Alaska Limited Liability Company Act, AS 10.50. et. al., as may be amended from time to time.

"Affiliate" shall mean (i) any person directly or indirectly controlling, controlled by or under common control with another person; (ii) a person owning or controlling 10% or more of the outstanding voting securities of such other person; (iii) any officer, director or partner of such other person; and (iv) if such person is an officer, director or partner, any company for which such person acts in any capacity. The term "person" shall include any natural person,

corporation, partnership, trust, unincorporated association or other legal entity.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and the rulings issued thereunder.

"Membership Interest" shall mean the Member's ownership interest in the Company.

3. Capitalization and Financing.

Members may, but shall have no obligation to, make any capital contributions.

4. Allocation of Net Income and Net Loss.

For each fiscal year, the net income and net loss of the Company shall be allocated to the Members in proportion to each Member's Membership Interest, as described on Exhibit A.

5. Distributions.

Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members.

6. Company Expenses.

The Company shall pay directly, or reimburse the Members, as the case may be, for all of the costs and expenses of the Company's operations.

7. Authority and Responsibilities of the Members

7.1 Management. The business and affairs of the Company shall be managed by the Members. The Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding

those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The Members may act by written consent.

7.2 Members Authority. The Members shall have all authority, rights and powers conferred by law and those required or appropriate to the management of the Company's business, which, by way of illustration but not by way of limitation, shall include the right, authority and power to cause the Company to:

7.2.1 Acquire, hold, develop, lease, rent, operate, sell, exchange, subdivide and otherwise dispose of the Company's property;

7.2.2 Borrow money on such terms and in such amounts as the Members deems to be in the best interest of the Company;

7.2.3 To pledge or mortgage or subject the Company's property to any security device, to obtain replacements of any mortgage or other security device and to prepay, in whole or in part, refinance, increase, modify, consolidate, or extend any mortgage or other security device, all on such terms as the Members deems to be in the best interest of the Company;

7.2.4 Enter into such contracts and agreements as the Members determines to be reasonably necessary or appropriate in connection with the Company's business and purpose (including contracts with Affiliates of the Members), and any contract of insurance that the Members deems necessary or appropriate for the protection of the Company and the Members, including errors and omissions insurance, for the conservation of Company assets, or for any purpose convenient or beneficial to the Company;

7.2.5 Employ persons, who may be Affiliates of the Members, in the operation and management of the business of the Company;

7.2.6 Prepare or cause to be prepared reports, statements, and other relevant information for distribution to the Members;

7.2.7 Open accounts and deposits and maintain funds in the name of the Company in banks, savings and loan associations, "money market" mutual funds and other instruments as the Members may deem in its discretion to be necessary or desirable;

7.2.8 Make or revoke any of the elections referred to in the Code;

7.2.9 Select as its accounting year a calendar or fiscal year as may be approved by the Internal Revenue Service;

7.2.10 Determine the appropriate accounting method or methods to be used by the Company;

7.2.11 Require in any Company contract that the Members shall not have any personal liability, but that the person or entity contracting with the Company is to look solely to the Company and its assets for satisfaction;

7.2.12 Lease personal property for use by the Company;

7.2.13 Establish reserves from income in such amounts as the Members may deem appropriate;

7.2.14 Initiate legal actions, settle legal actions and defend legal actions;

7.2.15 Admit itself as a Members; and

7.2.16 Execute, acknowledge and deliver any and all instruments to effectuate the foregoing and take all such actions in connection therewith as the Members may deem necessary or appropriate. Any and all documents or instruments may be executed on behalf and in the name of the Company by the Members.

7.3 Tax Matters Member. To be appointed by the Members.

7.4 Indemnification of Members. The Members, its shareholders, Affiliates, officers, directors, partners, employees, agents and assigns (collectively, the "Covered Persons"), shall not be liable for, and shall be indemnified and held harmless (to the extent of the Company's assets) from, any loss or damage incurred by them, the Company or the Members in connection with the business of the Company, including costs and reasonable attorneys' fees and any amounts expended in the settlement of any claims of loss or damage resulting from any act or omission performed or omitted.

8. Assignment of the Members' Interest.

The Members may sell, assign, hypothecate, encumber or otherwise transfer all or any part of its interest in the Company only with the written consent of a majority of the Membership Interests.

9. Records, Audits and Reports.

The Company shall maintain at its principal office the Company's records and accounts of all operations and expenditures of the Company including the following:

9.1 The full name and last known business or resident address of the Members, together with the capital contribution of the Members;

9.2 A copy of the Articles of Organization and all amendments thereto, together with any powers of attorney pursuant to which the Articles of Organization or any amendments thereto were executed;

9.3 Copies of the Company's Federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;

9.4 Copies of this Agreement and any amendments thereto together with any powers of attorney pursuant to which any written accounting or any amendments thereto were executed;

9.5 Copies of the financial statements of the Company, if any, for the six most recent years; and

9.6 The Company's books and records as they relate to the internal affairs of the Company for at least the current and past four fiscal years.

10. Dissolution and Termination of the Company.

10.1 Dissolution and Termination. The Company shall be dissolved, shall terminate and its assets shall be disposed of, and its affairs wound up upon a determination by a majority of the Membership Interests to terminate the Company.

10.2 Certificate of Dissolution and Cancellation. As soon as possible following a determination by the Members to terminate the Company, the Members shall execute a Certificate of Dissolution in such form as shall be prescribed by the State of Alaska and shall file the Certificate of Dissolution as required by the State. Upon the completion of the winding up of the affairs of the Company, the Members shall file a Certificate of Cancellation of Articles of Organization in accordance with the State of Alaska.

10.3 Liquidation of Assets. Upon a dissolution and termination of the Company, the Members shall take full account of the Company's assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining the fair market value thereof, and shall apply and distribute the proceeds therefrom in the following order:

10.3.1 To the payment of creditors of the Company, including the Members, but excluding secured creditors whose obligations will be assumed or otherwise transferred on the liquidation of Company assets;

10.3.2 To the setting up of any reserves as required by law for any contingent liabilities or obligations of the Company; provided, however, that said reserves shall be deposited with a bank or trust company in escrow at interest for the purpose of disbursing such reserves for the payment of any of the aforementioned contingencies and, at the expiration of a reasonable period, for the purpose of distributing the balance remaining in accordance with the remaining provisions of this Section 10.3; and

10.3.3 Any remaining amount to the Members.

11. Miscellaneous.

11.1 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors, assigns and transferees of the Members.

11.2 Severability. In the event any sentence or Section of this Agreement is declared by a court of competent jurisdiction to be void, such sentence or Section shall be deemed severed from the remainder of this Agreement and the balance of this Agreement shall remain in full force and effect.

11.3 Notices. All notices under this Agreement shall be in writing and shall be given to the Members by personal service or by mail, posted to the address maintained by the Company for the Members or at such other address as the Members may specify in writing.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

11.5 Venue. Any action, suit, or proceeding relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in Alaska.

11.6 Integrated and Binding Agreement. This Agreement contains the entire understanding and agreement of the Members.

IN WITNESS WHEREOF, the undersigned has set its hands to this Agreement as of the date first set forth in the preamble.

MEMBERS:

Susan Nowland, Member

Anthony Mann, Member

EXHIBIT A – MEMBERS SCHEDULE

Name	Address	Membership Interest
Susan Nowland	12015 Wilderness Rd. Anchorage, Alaska 99516	50%
Anthony Mann	18044 Misty Falls Circle Eagle River, Alaska 99577	50%