Division of Corporations, Business and Professional Licensing

Name(s)

Type	Name
Legal Name	House OP, LLC

Entity Details

Entity Type: Limited Liability Company

Entity #: 128433

Status: Good Standing

AK Formed Date: 5/4/2010

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2018

Entity Mailing Address: 2861 W. INTERNATIONAL AIRPORT RD, #E304, ANCHORAGE, AK 99502

Entity Physical Address: 2861 W. INTERNATIONAL AIRPORT RD, #E304, ANCHORAGE, AK 99502

Registered Agent

Agent Name: MARK OPPEGAARD

Registered Mailing Address: 2861 W. INTERNATIONAL AIRPORT RD, #E304, ANCHORAGE, AK 99502

Registered Physical Address: 2861 W. INTERNATIONAL AIRPORT RD, #E304, ANCHORAGE, AK 99502

Officials

AK Entity#	Name	Titles	Percent Owned
	MARK OPPEGAARD	Member	100

Filed Documents

Date Filed	Type	Filing	Certificate
5/4/2010	Initial Report		
5/4/2010	Creation Filing		
9/16/2010	Agent Change		

12/23/2011	Biennial Report		
4/16/2013	Agent Change		
8/17/2014	Admin Dissolution		
3/29/2016	Reinstatement		
3/29/2016	Biennial Report		
3/29/2016	Agent Change		
3/29/2016	Biennial Report		

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	House OP, LLC	**License Number:**	10509		
License Type:	Retail Marijuana Store				
Doing Business As:	HOUSE OP, LLC				
Physical Address:	2000 E Dowling Rd, Unit 12				
City:	Anchorage	**State:**	AK	**Zip Code:**	99507
Designated Licensee:	Mark Oppegaard				
Email Address:	houseopllc34@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Entity documents

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

Alaska Entity #128433

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

Certificate of Reinstatement

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

House OP, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 29, 2016**.

Chris Hladick
Commissioner

Alaska Entity #: **128433**

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

CERTIFICATE
OF
ORGANIZATION
Limited Liability Company

THE UNDERSIGNED, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that Articles of Organization duly signed and verified pursuant to the provisions of Alaska Statutes has been received in this office and have 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

House OP, LLC

and attaches hereto the original copy of the Articles of Organization for such certificate.

IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska on **May 4, 2010.**

Emil Notti

Emil Notti
Commissioner

Division of Corporations, Business and Professional Licensing

Name(s)

Type	Name
Legal Name	House OP, LLC

Entity Details

Entity Type: Limited Liability Company

Entity #: 128433

Status: Good Standing

AK Formed Date: 5/4/2010

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2018

Entity Mailing Address: 2861 W. INTERNATIONAL AIRPORT RD, #E304, ANCHORAGE, AK 99502

Entity Physical Address: 2861 W. INTERNATIONAL AIRPORT RD, #E304, ANCHORAGE, AK 99502

Registered Agent

Agent Name: MARK OPPEGAARD

Registered Mailing Address: 2861 W. INTERNATIONAL AIRPORT RD, #E304, ANCHORAGE, AK 99502

Registered Physical Address: 2861 W. INTERNATIONAL AIRPORT RD, #E304, ANCHORAGE, AK 99502

Officials

AK Entity#	Name	Titles	Percent Owned
	Christy Lee	Previous Organizer	0
124357	Law Offices of Christy Lee, P.C.	Previous Registered Agent	
	Mark Oppegaard	Previous Member	100
	MARK OPPEGAARD	Member	100

Filed Documents

Date Filed	Type	Filing	Certificate

5/4/2010	Initial Report		
5/4/2010	Creation Filing		
9/16/2010	Agent Change		
12/23/2011	Biennial Report		
4/16/2013	Agent Change		
8/17/2014	Admin Dissolution		
3/29/2016	Reinstatement		
3/29/2016	Biennial Report		
3/29/2016	Agent Change		
3/29/2016	Biennial Report		

AK Entity #: 128433
Date Filed: 05/04/2010 06:12 PM
State of Alaska
Department of Commerce

State of Alaska
Corporations, Business and Professional Licensing
CORPORATION SECTION
PO Box 110808
Juneau, AK 99811-0808

ARTICLES OF ORGANIZATION
Online Filing
(Domestic Limited Liability Company)

The undersigned person(s) of the age of 18 years or more, acting as organizers of a limited liability company under the Alaska Limited Liability Act (AS 10.50) hereby adopt the following Articles of Organization:

Article 1. Name of the Limited Liability Company. The name of a limited liability company must contain the words "limited liability company" or the abbreviation "L.L.C.," or "LLC":

House OP, LLC

Article 2. The purpose for which the company is organized. A limited liability company may list any lawful as its purpose:

The primary purpose of the Company shall be for the purpose of distributinh, sales marketing, and managing products. However, the Company may transact any and all other lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business as determined from time to time by the Member.

Article 3. Registered Agent Name and Address:

Name:	Law Offices of Christy Lee, P.C.
Mailing Address:	255 E. Fireweed Lane. Ste. 102 Anchorage, AK 99503
Physical Address if Mailing Address is a Post Office Box:	

Article 4. Duration:

Check this box if the duration is perpetual: ☑

If the duration is not perpetual, list the latest date upon which the Limited Liability Company is to dissolve:	

Article 5. Management: Check this box if the company will be managed by a manager. ☐

Article 6. Optional Provisions:

One or more organizer shall sign the Articles of Organization for a limited liability company.

Name of Organizer	Online Signature of Organizer
Christy Lee	Christy Lee

Date Submitted Online

May 4, 2010

DISCLOSURE OF COMPANY ACTIVITIES USING THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

A separate disclosure of purpose must be attached to the entity creation filing that most closely describes the activities of the entity. The NAICS Code must not conflict with the purpose listed in the formation document.

The 6 digit NAICS industry grouping code that most clearly describe the initial activities of the corporation is:

423990

COR

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

CP595124

RE#10551428

Limited Liability Company

2016 Biennial Report

For the period ending December 31, 2015

- This report is due on January 02, 2016
- $100.00 if postmarked before February 02, 2016
- $137.50 if postmarked on or after February 02, 2016

Entity Name: House OP, LLC
Entity Number: 128433
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: MARK OPPEGAARD
Physical Address: 2861 W. INTERNATIONAL AIRPORT RD, #E304, ANCHORAGE, AK 99502
Mailing Address: No address on record.

Entity Physical Address: 2861 W. INT.'L AIRPORT RD #E304 ANCH. AK 99502
Entity Mailing Address: 2861 W. INT.'L AIRPORT RD #E304 ANCH AK 99502

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	Member	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank
MARK A. OPPEGAARD	2861 W. INT'L AIRPORT RD ANCH AK 99502 E-304	100	X										

If necessary, attach a list of additional officials on a separate 8 1/2 X 11 sheet of paper.

Purpose: The primary purpose of the Company shall be for the purpose of distributinh, sales marketing, and managing products. However, the Company may transact any and all other lawful business permitted by the Act or the laws of any jurisdiction in which the Com

NAICS Code: 423990-OTHER MISCELLANEOUS DURABLE GOODS MERCHANT WHOLESALERS
New NAICS Code (optional):

Signature: [illegible] Printed Name: MARY A. OPPEGAARD Date: 3-29-16

STATE OF ALASKA
DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT

Sean Parnell, Governor
Susan K. Bell, Commissioner
Sara Chambers, Director

Division of Corporations, Business and Professional Licensing

Office Use Only **COR**

CP427020

RE#10311053

Limited Liability Company

2014 Biennial Report

For the period ending December 31, 2013

- This report is due on January 02, 2014
- $100.00 if postmarked before February 02, 2014
- $137.50 if postmarked on or after February 02, 2014

Entity Name: House OP, LLC
Entity Number: 128433
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: MARK OPPEGAARD
Physical Address: 2861 W. INTERNATIONAL AIRPORT RD, #E304, ANCHORAGE, AK 99502
Mailing Address: No address on record.

Entity Physical Address:	SAME AS ABOVE
Entity Mailing Address:	SAME AS ABOVE

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	Member	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank	Intentionally Left Blank
MARK OPPEGAARD OWNER/SOLE PROPRIETOR	SAME AS ABOVE	100%	X										

If necessary, attach a list of additional officials on a separate 8 1/2 X 11 sheet of paper.

Purpose: The primary purpose of the Company shall be for the purpose of distributinh, sales marketing, and managing products. However, the Company may transact any and all other lawful business permitted by the Act or the laws of any jurisdiction in which the Com

NAICS Code: 423990-OTHER MISCELLANEOUS DURABLE GOODS MERCHAN

New NAICS Code (optional): 423990

K1213312

Signature: M.A. Oppegaard Printed Name: MARK A. OPPEGAARD Date: 3.29.16

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.state.ak.us/occ

DO NOT STAMP ABOVE THIS BOX

Office Use Only **CORP**

STATEMENT OF CHANGE
Registered Agent or Registered Agent Address
Domestic Limited Liability Company
AS 10.50.060

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

Pursuant to Alaska Statutes 10.50.060, the following will apply to the registered agent on file with this office:

ITEM 1: Name of the Entity:

	Alaska Entity #:
House OP, LLC	128433

ITEM 2: Prior registered agent information (must include a physical and mailing address in Alaska):

Name: Law Offices of Christy Lee, P.C.			
Physical address: 225 E. Fireweed Ln., Ste. 200	City: Anchorage	AK	Zip Code: 99503
Mailing address: Same	City:	AK	Zip Code:

ITEM 3: New registered agent information (must include a physical and mailing address in Alaska):

Name: Mark Oppegaard			
Physical address: 2861 W. Int'l Airport Rd., No. E304	City: Anchorage	AK	Zip Code: 99502
Mailing address: P.O. Box 190032	City: Anchorage	AK	Zip Code: 99519

ITEM 4: Authorization:

Date the resolution was adopted by the managers or members:	January 15, 2013

Signatures: The Statement must be signed by a manager, member, or Attorney-in-Fact.

	Mark Oppegaard	Member	
Signature	Printed name	Title	Date

Mail the Statement of Change 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.

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

DO NOT STAMP ABOVE THIS BOX

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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:

House OP, LLC

To resolve questions with this filing, contact:

Name: Mark Oppegaard	
Email: markoppegaard@gmail.com	Phone: (907) 529-6234
Mailing address: P.O. Box 190032, Anchorage, AK 99519	

Return documents to:

Name: Mark Oppegaard
Company: House OP, LLC
Mailing address: P.O. Box 190032, Anchorage, AK 99519

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.

Feb. 29. 2016 6:36AM No. 349

RECEIVED
Anchorage
MAR 29 2016
CBPL

AK Entity #: 128433
Date Filed: 03/29/2016
State of Alaska, DCCED

APR 04 2016
CBPL
DO NOT STAMP ABOVE THIS BOX

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.state.ak.us/occ

RECEIVED
Juneau
FEB 29 2016
CBPL

Office Use Only CORP
RECEIVED
JUNEAU
JUN 02 2014
Division of Corporations, Business and Professional Licensing

STATEMENT OF CHANGE

Registered Agent or Registered Agent Address
Domestic Limited Liability Company
AS 10.50.060

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

To ensure a successful filing please read the instructions first and complete all sections. Failure to maintain complete registered agent information will result in the entity being Non-Compliant.

Pursuant to Alaska Statutes 10.50.060, the following will apply to the registered agent on file with this office:

ITEM 1: Name of the Entity: | **Alaska Entity #:**

House OP, LLC	128433

ITEM 2: *PRIOR* registered agent information:

Name: Law Offices of Christy Lee, PC			
Physical address: 225 E. Fireweed Ln Ste 200	City: Anch.	AK	Zip Code: 99503
Mailing address: same	City:	AK	Zip Code:

A registered agent must be a resident of Alaska or a corporation (excluding LLC, LP and LLP) registered and in good standing with this office. A corporation may not act as its own registered agent.

ITEM 3: *NEW* registered agent information (must include a physical and mailing address in Alaska):

Name: Mark Oppegaard			
Physical address: 2861 W Intl Airport Rd E304	City: Anch	AK	Zip Code: 99502
Mailing address: same	City:	AK	Zip Code:

ITEM 4: Authorization per AS 10.50.060(6):
The registered agent change was authorized by a resolution duly adopted by the company. The company is to keep and make available record of the resolution.

ITEM 5: Required Signature:
The Statement must be signed by a manager, member, or Attorney-in-Fact.

Signature	Printed name	Title	Date
[signature]	MARK A. OPPEGAARD	OWNER/PRESIDENT	5-26-014

Mail the Statement of Change 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.

The information you submit is a public record and, once filed for record, will be posted on the State's website.

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	House OP, LLC	**License Number:**		10509	
License Type:	Retail Marijuana Store				
Doing Business As:	HOUSE OP, LLC				
Physical Address:	2000 E Dowling Rd, Unit 12				
City:	Anchorage	**State:**	AK	**Zip Code:**	99507
Designated Licensee:	Mark Oppegaard				
Email Address:	houseopllc34@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	LLC Entity Operating Agreement

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

OPERATING AGREEMENT
of
House Op LLC

This Operating Agreement (the "Agreement") made and entered into this 1st day of September, 2015 (the "Execution Date"),

BY:

Mark A. Oppegaard of 2861 w. Int.l Airport rd Anch AK 99502 #E304
(the "Member").

BACKGROUND:

A. The Member wishes to be the sole member of a limited liability company.

B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

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

Formation

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

Name

2. The name of the Company will be House Op LLC.

Sole Member

3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires

a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

Purpose

4. Retail Sales.

Term

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

Place of Business

6. The Principal Office of the Company will be located at 2861 w. Int.l Airport rd Anch AK 99502 #E304 or such other place as the Member may from time to time designate.

Capital Contributions

7. The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Mark A. Oppegaard	100% Owner/Sole Proprietor / 100% operating cash / bookkeeping services / daily operations and all other aspects of operating an llc business in Alaska	$125,000.00

Allocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the sole Member:
   Mark A. Oppegaard of 2861 w. Int.l Airport rd Anch AK 99502 #E304.

9. Where the Company consists of two or more Members, no Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

Withdrawal of Contribution

11. Where the Company consists of two or more Members, no Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

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

Additional Contributions

13. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will

not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

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

Interest on Capital

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

Management

17. Management of this Company is vested in the Member.

Authority to Bind Company

18. Only the following individuals have authority to act for or bind the Company in contract:
    - Mark A. Oppegaard / 100%.

Duty of Loyalty

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

Duty to Devote Time

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

Member Meetings

21. Where the Company consists of two or more Members, a meeting may be called by any Member providing that reasonable notice has been provided to the other Members.

22. Member meetings will be held at any location that the Members may from time to time designate.

Voting

23. Where the Company consists of two or more Members, each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. No new Members may be admitted into the Company.

Voluntary Withdrawal of a Member

25. The voluntary withdrawal of a Member will result in the dissolution of the Company.

26. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

27. Where the Company consists of two or more Members, events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

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

Dissociation of a Member

29. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member.

30. Any remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

31. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

32. Where any remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

33. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest.

Assignment of Interest

34. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest in the Company will only acquire that Member's economic rights and interests and will not

acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

35. Where the Company consists of two or more Members, a Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.

36. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members.

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

Dissolution

38. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

39. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Company obligations to current Members;

    b. in satisfaction of Company debt obligations to current Members; and then

    c. to the Member.

40. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets over liabilities under this section will be resolved by the Member. Where there are two or

more Members, Company liabilities will be resolved by the Members in proportion to the Members' financial interest as set out in the Valuation of Interest section of this Agreement.

Records

41. The Company will at all times maintain accurate records of the following:

    a. Information regarding the status of the business and the financial condition of the Company;

    b. A copy of the Company federal, state, and local income taxes for each year;

    c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member;

    d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed; and

    e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

42. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

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

Banking and Company Funds

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

Audit

45. Any Member will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Where the Company consists of two or more Members, not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

46. This Company is intended to be treated as a disregarded entity for the purposes of Federal and State Income Tax.

Annual Report

47. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

    a. A copy of the Company's federal income tax returns for that fiscal year;

    b. A breakdown of the profit and loss attributable to each Member;

    c. Balance sheet;

    d. Income statement; and

    e. Cash flow statement.

Goodwill

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

Governing Law

49. The laws of the State of Alaska will govern the validity of this Agreement, the construction of its terms, and the interpretation of the stated rights and duties.

Forbidden Acts

50. No Member may do any act in contravention of this Agreement.

51. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

52. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

53. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

54. No Member may confess a judgment against the Company.

55. Where the Company consists of two or more Members, any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

Indemnification

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

Liability

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

Liability Insurance

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

Life Insurance

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

Amendment of Operating Agreement

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

Title to Company Property

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

Miscellaneous

62. Time is of the essence in this Agreement.

63. This Agreement may be executed in counterparts.

64. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

65. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

66. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.

67. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

68. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

69. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

70. For the purpose of this Agreement, the following terms are defined as follows:

    a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by a Member to the Company.

    b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

    c. "Initial Contribution" means Capital Contributions made by a Member to acquire an interest in the Company.

d. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

g. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the Member has duly affixed their signature under hand and seal on this 1st day of September, 2015.

Mark A. Oppegaard (Member)