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:	The Noble Dudes, LLC	**License Number:**		13659	
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	THE NOBLE DUDES, LLC				
Physical Address:	11740 E Weathervane Cir				
City:	Palmer	**State:**	AK	**Zip Code:**	99645
Designated Licensee:	Kristerfer Byers				
Email Address:	waparsley@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	The Noble Dudes, LLC Governing documents: - Certificate of Organization - Articles of Organization - Limited Liability Company Operating Agreement

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

Received by AMCO 8.24.17

Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Search & Database Download > Corp. > Corporation Details

NAME(S)

Type	Name
Legal Name	The Noble Dudes, LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10057372
Status: Good Standing
AK Formed Date: 4/27/2017
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2019
Entity Mailing Address: P.O. BOX 562, PALMER, AK 99645
Entity Physical Address: 11740 E WEATHERVANE CIR, PALMER, AK 99645

REGISTERED AGENT

Agent Name: Whitney Parsley
Registered Mailing Address: 3813 HAMPTON DR, ANCHORAGE, AK 99504
Registered Physical Address: 3813 HAMPTON DR, ANCHORAGE, AK 99504

OFFICIALS

☐ Show Former

AK Entity #	Name	Titles	Owned
	B Corey Ball	Member	10
	Brandon A Ross	Member	20
	Kristerfer T Byers	Member	70

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
4/27/2017	Creation Filing	Click to View	Click to View
4/27/2017	Initial Report	Click to View	
11/16/2017	Correction	Click to View	Click to View

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

State of Alaska © 2017

Alaska Entity #10057372

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

The Noble Dudes, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **April 27, 2017**.

Chris Hladick
Commissioner

Received by AMCO 8.24.17

AK Entity #: 10057372
Date Filed: 04/27/2017
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-4/27/2017 11:07:20 AM

1 - Entity Name

Legal Name: The Noble Dudes, LLC

2 - Purpose

The Company is organized with general business purposes, including the conduct of any or all lawful business for which a limited liability company may be organized.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Whitney Parsley
Mailing Address: 3813 Hampton Dr, Anchorage, AK 99504
Physical Address: 3813 Hampton Dr, Anchorage, AK 99504

5 - Entity Addresses

Mailing Address: P.O. Box 562, Palmer, AK 99645
Physical Address: 561 E 36th Avenue, 561 E 36th Avenue, Anchorage, AK 99503

6 - Management

The limited liability company is managed by its members.

Received by AMCO 8.24.17

7 - Officials

Name	Address	% Owned	Titles
Whitney Parsley			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: Whitney Parsley

Received by AMCO 8.24.17

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

THE NOBLE DUDES, LLC

The undersigned, being all the members of The Noble Dudes, LLC, an Alaska limited liability company (the "Company"), hereby adopts, executes and agrees to this Limited Liability Company Operating Agreement of the Company (this "Operating Agreement") effective April 27, 2017.

W I T N E S S E T H:

WHEREAS, the Company was formed under and pursuant to the provisions of the Alaska Revised Limited Liability Company Act (as amended from time to time, the "Act") upon the filing of the Articles of Organization (the "Articles") with the Department of Commerce, Community and Economic Development in the State of Alaska on April 27, 2017.

NOW, THEREFORE, the members hereby set forth and agree to the Operating Agreement pursuant to and in accordance with the Act as follows:

1. Name. The name of the limited liability company is **THE NOBLE DUDES, LLC.**

2. Principal Office; Registered Agent. The principal office of the Company is in the State of Alaska, and shall be located at 11740 E. Weathervane Circle, Palmer, Alaska 99645 (the "Principal Office"). The registered office of the Company is in the State of Alaska and shall be located at 11740 E. Weathervane Circle, Palmer, Matanuska-Susitna Borough, Alaska 99645. The registered agent of the Company in the State of Alaska is Whitney A. Parsley and the address of the registered agent of the Company in the State of Alaska is 3813 Hampton Drive, Anchorage, Anchorage Municipality, AK 99504.

3. Term of Existence. The term of the Company shall be perpetual unless dissolved, wound up and cancelled in accordance with the Act.

4. Purpose. The Company may carry on any lawful business, purpose or activity for which limited liability companies may be organized under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

5. Member(s). The following individuals shall be, and hereby are, admitted to the Company as the members of the Company (the "Members") with business addresses set forth opposite their respective names:

Received by AMCO 8.24.17

Members	Address	% Ownership
B. Corey Ball	P.O. Box 562, Palmer, AK 99645	10%
Brandon A. Ross	P.O. Box 562, Palmer, AK 99645	20%
Kristerfer T. Byers	P.O. Box 562, Palmer, AK 99645	70%

6. Quorum. A majority of the Members, as fixed by this Operating Agreement, shall constitute a quorum for the transaction of business at any meeting of the Members, but if less than majority is present at a meeting, a majority of the Members present may adjourn the meeting from time to time without further notice.

7. Manner of Acting. The acting of the majority of the Members present at a meeting at which a quorum exists shall be the act of the Members, unless the act of a greater number is required by law or the Operating Agreement, as amended.

8. Management.

(a) Management Vested in the Member(s). 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 or objectives. Unless authorized to do so by this Operating Agreement or by the Members, no employee, attorney-in-fact or other agent shall have any power or authority to bind the Company.

(b) Members Have No Exclusive Duty to Company. The Members shall not be required to manage the Company as its sole and exclusive function and it may have other business interests and may engage in other activities in addition to those relating to the Company. The Company shall not have any right, by virtue of this Agreement, to share or participate in other investments or activities of the Members or in the income or proceeds derived therefrom.

(c) Action by Written Consent. Any action by the Members may be taken in the form of a written consent rather than at a Members meeting. The Company shall maintain a permanent record of all actions taken by the Members.

(d) Officers and Agents.

(i) Election and Term of Office. To facilitate the transaction of business by the Company, the Company may have such officers and agents as the Members may from time to time elect or appoint, which may include a president, one or more vice presidents, a secretary, a treasurer, and such other officers as may be deemed appropriate or necessary, with such respective rights, powers and duties as the Members may from time to time determine and delegate. Each officer and agent shall hold office for the term for which he is elected or appointed and until his or her successor has been elected or appointed and qualified or until his earlier resignation or removal in accordance with this Agreement. Any number of offices may be held by the same person. An officer of the Company may resign at any time by giving written

Received by AMCO 8.24.17

notice to the Company. The resignation of an officer shall be effective upon receipt of such notice or at such later time as shall be specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make such resignation effective. Any individual officer may be removed from office by the Members at any time without assigning any cause. Any vacancy with respect to any officer occurring for any reason shall only be filled by the Members, unless the Members determines otherwise.

(ii) Rights, Powers, Responsibilities and Authority. The Members hereby delegate the following rights, powers, responsibilities and authority to the following officers of the Company; provided that the Members may, from time to time, delegate or assign such additional rights, powers, responsibilities and authority as it shall deem appropriate:

(A) Chief Executive Officer. The Chief Executive Officer, if one is appointed, shall preside at all meetings of the Company, and shall perform such other duties as may from time to time be assigned to him or her by the Members.

(B) President. In the absence of a Chief Executive Officer, the President shall be the ranking and chief executive officer of the Company and shall have the duties and responsibilities, and the authority and power, of the Chief Executive Officer. The President shall be the chief operating officer of the Company and, subject to the provisions of this Agreement and the Act and the control of the Members, shall have general supervision of the affairs of the Company and shall have general and active control over its business and operations. The President shall, in general, perform all duties incident to the office of president, and such other duties as from time to time may be assigned by the Members. The President shall see that all orders and resolutions of the Members are carried into effect. The President shall have general authority to execute all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, bonds, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies and any other contracts, instruments or documents necessary or advisable, in the opinion of the President, to the business of the Company; to purchase liability and other insurance to protect the Company's property and business; to cause the employment or appointment of such employees and agents of the Company as the proper conduct of operations may require, and to fix and pay their compensation, subject to the provisions of this Agreement; to remove or suspend any employee or agent who shall have been employed or appointed under his or her authority or under authority of an officer subordinate to him or her; to suspend for cause, pending final action by the authority which shall have elected or appointed him or her, any officer subordinate to the President; and, in general, to exercise all the powers and authority usually appertaining to the chief operating officer of a corporation, except as otherwise provided in this Agreement.

(C) Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their appointment) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the

Received by AMCO 8.24.17

restrictions upon the President. The Vice Presidents shall perform such other duties and have such other powers as the Members or the President may from time to time prescribe.

(D) Assistant Vice Presidents. In the absence of a Vice President or in the event of his inability or refusal to act, the Assistant Vice President (or in the event there shall be more than one, the Assistant Vice Presidents in the order designated by the Members, or in the absence of any designation, then in the order of their appointment) shall perform the duties and exercise the powers of that Vice President, and shall perform such other duties and have such other powers as the Members, the President or the Vice President under whose supervision he is appointed may from time to time prescribe.

(E) Secretary. The Secretary shall attend all meetings of the Company and record all the proceedings in a book or books to be kept for that purpose; shall see that notices are given and records and reports properly kept and filed by the Company as required by law; and, in general, shall perform all duties incident to the office of secretary, and such other duties as may from time to time be assigned by the Members or the President. The Secretary shall keep and account for all books, documents, papers, and records of the Company, except those for which some other officer or agent is properly accountable.

(F) Assistant Secretary. In the absence of the Secretary or in the event of his inability or refusal to act, the Assistant Secretary (or, if there shall be more than one, the Assistant Secretaries in the order designated by the Members, or in the absence of any designation, then in the order of their appointment) shall perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Members, the President or the Secretary may from time to time prescribe.

(G) Treasurer. The Treasurer shall have or provide for the custody of the funds, securities and other property of the Company; shall collect and receive or provide for the collection and receipt of moneys earned by or in any manner due to or received by the Company; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company; shall deposit in the name and to the credit of the Company all funds in his or her custody as Treasurer in such banks or other places of deposit as the Members may from time to time designate; shall disburse the funds of the Company as may be ordered by the Members, taking proper vouchers for such disbursements, whenever so required by the Members, shall render an account showing his or her transactions as Treasurer and the financial condition of the Company; shall have general authority to execute all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, bonds, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies and any other contracts, instruments or documents necessary or advisable, in the opinion of the Treasurer, to the business of the Company; and, in general, shall discharge such other duties as may from time to time be assigned by the Members, the President or the Vice President in charge of finance, if one is so designated.

Received by AMCO 8.24.17

(H) Assistant Treasurer. The Assistant Treasurer or Assistant Treasurers shall assist the Treasurer, and in the absence of the Treasurer or in the event of his inability or refusal to act, the Assistant Treasurer (or in the event there shall be more than one, the Assistant Treasurers in the order designated by the Members, or in the absence of any designation, then in the order of their appointment) shall perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Members, the President or the Treasurer may from time to time prescribe.

(I) Controller. The Controller, if one is appointed, shall have supervision of the accounting practices of the Company and shall prescribe the duties and powers of any other accounting personnel of the Company; shall cause to be maintained an adequate system of financial control through a program of budgets and interpretive reports; and shall initiate and enforce measures and procedures whereby the business of the Company shall be conducted with the maximum efficiency and economy. If required, he or she shall prepare a monthly report covering the operating results of the Company. The Controller shall be under the supervision of the Vice President in charge of finance, if one is so designated, and he shall perform such other duties as may be prescribed by the Members, the President or any such Vice President in charge of finance.

(J) Assistant Controller. The Assistant Controller or Assistant Controllers shall assist the Controller, and in the absence of the Controller or in the event of his inability or refusal to act, the Assistant Controller (or, if there shall be more than one, the Assistant Controllers in the order designated by the Members, or in the absence of any designation, then in the order of their appointment) shall perform the duties and exercise the powers of the Controller and perform such other duties and have such other powers as the Members, the President or the Controller may from time to time prescribe.

(iii) Subordinate Officers, Committees and Agents. The Members may from time to time appoint such committees, employees or other agents as it deems necessary, who shall hold their offices for such terms and shall exercise such rights and powers and perform such duties as are provided in this Agreement, or as the Members may from time to time determine and delegate. The Members may delegate to any officer or committee the right and power to elect or appoint subordinate officers and to retain or appoint employees or other agents, or committees thereof, and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents.

(iv) Salaries. The salaries, if any, of the officers and agents of the Company elected or appointed by the Members shall be fixed from time to time by the Members.

(v) Officers' Bonds. No officer of the Company need provide a bond to guarantee the faithful discharge of the officer's duties unless the Members shall by resolution so require a bond, in which event such officer shall give the Company a bond (which shall be renewed if and as required) in such sum and with such surety or sureties as shall be satisfactory to the Members for the faithful performance of the duties of office.

(vi) Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power of the officers as set forth herein.

Received by AMCO 8.24.17

(e) Liability for Certain Acts. The officers shall perform their duties in good faith, in a manner reasonably believed to be in the best interests of the Company, and with such care and business judgment as an ordinarily prudent person in a like position would use under similar circumstances, including the reliance in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by the Members, officers, employees or committees of the Company or by any other person, as to matters the Members or officers reasonably believe are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company. The officers do not, in any way, guarantee the return of the Member's capital contributions or a profit for the Members from the operations of the Company. The officers who so perform the duties of officers as set forth herein shall not be personally liable to the Company or to the Members for any loss or damage sustained by the Company or the Members, unless (i) the officer has breached or failed to perform the duties of his or her position under the Act, the Certificate or this Agreement and (ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness by such officer. Nothing in this paragraph shall apply to the liability of an officer pursuant to any criminal statute, or for the payment of taxes pursuant to federal, state or local law. Neither the Members nor any person bearing a title as an officer of the Company shall be obligated personally with respect to any debt, obligation or liability of the Company by reason of being a members, or acting as an officer, agent or otherwise on behalf of the Company.

(f) Reliance on Reports and Information by Members. The Members of the Company shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of its officers, employees or committees of the Company, or by any other person, as to matters the Members reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

(g) Banking. The Treasurer may from time to time open bank accounts in the name of the Company, and the Treasurer, Assistant Treasurer and/or any other officer of the Company designated by the Members, as may be determined from time to time by the Members, shall be the sole signatory or signatories thereon, unless the Members determine otherwise.

9. Capital Contributions. Each Member owns the percentage (%) described in Section 5 of this Agreement, divided limited liability company "membership interest" in the Company. The Members may in the future, but are not required to, contribute additional capital it deems necessary for the operation of the Company. The Members may loan funds to the Company on such terms and conditions as the Members may desire. All capital contributions and loans made by the Members and any future Members shall be recorded on the books and records of the Company.

10. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Members. The Members intends that the Company be regarded as an S Corporation entity separate from its owners for U.S. tax purposes.

Received by AMCO 8.24.17

11. Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts as determined by the Members. Such distributions shall be allocated to the Members.

12. Books. The Company books shall be maintained at the Principal Office. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each such calendar year.

13. Authorization to Qualify to do Business as Foreign Limited Liability Company. The Members are hereby authorized, where it is necessary or expedient for the Company to transact business, to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and to execute and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein, and whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process, and to execute and file such certificates, reports, revocations of appointment or surrenders of authority as may be necessary to terminate the authority of the Company to do business in any such state, territory, dependency or country.

14. Transfers of Membership Interests in the Company. Membership interests in the Company shall be freely transferable and assignable in whole or in part, with unanimous consent of the Members. Notwithstanding any other provision of this Agreement, upon any assignment by a Members of all of its membership interests in the Company, at the effective date of such assignment, the assignee shall automatically be admitted to the Company as a member of the Company and, immediately following such admission of the assignee, the assigning Member(s) shall cease to be a member of the Company. Notwithstanding any other provision of this Agreement, upon any such assignment, the business of the Company shall continue without dissolution. Notwithstanding any other provision of this Agreement, upon such an assignment, the assignee shall be bound by this Agreement as a member of the Company.

15. Admission of Additional Members. One or more additional member of the Company may be admitted to the Company from time to time with unanimous consent of the Members.

16. Dissolution and Liquidation.

(a) Events Triggering Dissolution. The Company shall dissolve and commence winding up and liquidation upon the first to occur of any of the following ("Liquidating Events"):

(i) the written consent of the Members;

(ii) the election by the Members, at its sole option, to require the dissolution, winding up and liquidation of the Company; or

(iii) the entry of a decree of judicial dissolution under Section 10.50.405 of the Act.

Received by AMCO 8.24.17

The Company shall not be dissolved for any other reason, including without limitation, the Member's becoming bankrupt or executing an assignment for the benefit of creditors, and any such bankruptcy or assignment shall not effect a transfer of any portion of the Member's membership interest in the Company.

(b) Liquidation. Upon dissolution of the Company in accordance with Section 10.50.425 of the Act, the Company shall be wound up and liquidated by the Members or by a liquidating manager selected by the Members. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

(i) to creditors, including the Members if they are a creditor, in the order of priority as established by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Members under Section 10.50.425 of the Act; and then

(ii) to the setting up of any reserves in such amount and for such period as shall be necessary to make reasonable provisions for payment of all contingent, conditional or un-matured claims and obligations known to the Company and all claims and obligations known to the Company but for which the identity of the claimant is unknown; and then

(iii) to the Members, which liquidating distribution may be made to the Members in cash or in kind, or partly in cash and partly in kind.

(c) Articles of Dissolution. Upon the dissolution of the Company and the completion of the liquidation and winding up of the Company's affairs and business, the Members shall on behalf of the Company prepare and file articles of dissolution with office of the Department of Commerce, Community and Economic Development in the State of Alaska, as required by the Act. When such dissolution is filed, the Company's existence shall cease.

17. Indemnification.

(a) Definitions. For the purposes of this Section, the following terms shall have the following meanings:

(i) "Indemnified Capacity" means any and all past, present and future service by an indemnified representative in one or more capacities as a Members, officer, employee or agent of the Company, or, at the request of the Company, as a members, manager, officer, employee, agent, fiduciary or trustee of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise.

(ii) "Indemnified Representative" means the Members and the officers of the Company and any other person designated as an indemnified representative by the Members (which may, but need not, include any person serving at the request of the Company, as a member, manager, officer, employee, agent, fiduciary or trustee of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise).

Received by AMCO 8.24.17

(iii) "Liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense of any nature (including, without limitation, attorneys' fees and disbursements).

(iv) "Proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Company, its Members or otherwise.

(b) Indemnification by the Company.

(i) To the fullest extent permitted by law, the Company shall indemnify an Indemnified Representative against any Liability incurred in connection with any Proceeding in which the Indemnified Representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an Indemnified Capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:

(A) where such indemnification is expressly prohibited by applicable law;

(B) where the conduct of the Indemnified Representative has been finally determined:

(1) to constitute willful misconduct or recklessness sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or

(2) to be based upon or attributable to the receipt by the Indemnified Representative from the Company of a personal benefit to which the Indemnified Representative is not legally entitled; or

(C) to the extent such indemnification has been finally determined in a final adjudication to be otherwise unlawful.

(ii) If an Indemnified Representative is entitled to indemnification in respect of a portion, but not all, of any Liabilities to which such person may be subject, the Company shall indemnify such Indemnified Representative to the maximum extent for such portion of the Liabilities.

(iii) The termination of a Proceeding by settlement shall not create a presumption that the Indemnified Representative is not entitled to indemnification.

(iv) To the extent that an Indemnified Representative of the Company has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including

Received by AMCO 8.24.17

attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

(c) Proceedings Initiated by Indemnified Representatives. Notwithstanding any other provision of this Section, the Company shall not indemnify under this Section an Indemnified Representative for any liability incurred in a Proceeding initiated (which shall not be deemed to include counterclaims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless such initiation of or participation in the Proceeding is authorized, either before or after its commencement, by the Members in office. This paragraph does not apply to reimbursement of expenses incurred in successfully prosecuting or defending the rights of an Indemnified Representative granted by or pursuant to this Section.

(d) Advancing Expenses. To the fullest extent permitted by law, the Company shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an Indemnified Representative in advance of the final disposition of a Proceeding described in Section 10.50.148 of the Act or the initiation of or participation in which is authorized pursuant to Section 10.50.148(e) of the Act, upon receipt of an undertaking by or on behalf of the Indemnified Representative to repay the amount if it is ultimately determined that such person is not entitled to be indemnified by the Company pursuant to this Section. The financial ability of an Indemnified Representative to repay an advance shall not be a prerequisite to the making of such advance.

(e) Securing of Indemnification Obligations. To further effect, satisfy or secure the indemnification obligations provided in this Section or otherwise, the Company may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fond or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Company, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Members shall deem appropriate. Absent fraud, the determination of the Members with respect to such amounts, costs, terms and conditions shall be conclusive against the Members and officers and shall not be subject to voidability.

(f) Payment of Indemnification. An Indemnified Representative shall be entitled to indemnification within 30 days after a written request for indemnification has been delivered to the secretary of the Company. The indemnification pursuant to this Section shall be made only from the assets of the Company and the Members shall be personally liable therefor.

(g) Contribution. If the indemnification provided for in this Section or otherwise is unavailable for any reason in respect of any liability or portion thereof, the Company shall contribute to the liabilities to which the Indemnified Representative may be subject in such proportion as is appropriate to reflect the intent of this Section or otherwise.

(h) Contract Rights: Amendment or Repeal. All rights under this Section shall be deemed a contract between the Company and the Indemnified Representative pursuant to which the Company and each Indemnified Representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

Received by AMCO 8.24.17

(i) Scope of this Section. The rights granted by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement or otherwise, both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this Section shall continue as to a person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

(j) Reliance on Provisions. Each person who shall act as an Indemnified Representative of the Company shall be deemed to be doing so in reliance upon the rights of indemnification, contribution and advancement of expenses provided by this Section.

18. Amendments. This Agreement may be amended in writing from time to time by the Members.

19. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Alaska (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Received by AMCO 8.24.17

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Operating Agreement as of the date first written above.

BARTTON COREY BALL,
as a Member of The Noble Dudes, LLC

By: _____
Name: Bartton Corey Ball
Title: Member

BRANDON A. ROSS,
as a Member of The Noble Dudes, LLC

By: _____
Name: Brandon Ross
Title: Member

KRISTERFER T. BYERS,
as a Member of The Noble Dudes, LLC

By: _____
Name: Kristerfer thomas Byers
Title: member

Received by AMCO 8.24.17