Department of Commerce, Community, and Economic Development
CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Cut Above LLC

Entity Type: Limited Liability Company

Entity #: 10071837

Status: Good Standing

AK Formed Date: 11/15/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2019 File Biennial Report

Entity Mailing Address: 3678 NAVAHO CT, NORTH POLE, AK 99705

Entity Physical Address: 1520 RAVEN LAKE, FAIRBANKS, AK 99709

Registered Agent

Agent Name: Conrad Schwartz

Registered Mailing Address: 3678 NAVAHO CT, NORTH POLE, AK 99705

Registered Physical Address: 3678 NAVAHO CT, NORTH POLE, AK 99705

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Conrad Schwartz	Member, Manager	32.50
	Michael Smith	Member	10
10071506	TMM Investments, Inc.	Member	25
	Zachery Craft	Member, Manager	32.50

AK Entity #	Name	Titles	Owned

Filed Documents

Date Filed	Type	Filing	Certificate
11/15/2017	Creation Filing	Click to View	Click to View
6/28/2018	Initial Report	Click to View	

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Alaska Entity #10071837

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

Cut Above LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **November 15, 2017**.

Mike Navarre
Commissioner

Received by AMCO 6.28.18

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*

COR

FOR DIVISION USE ONLY

Limited Liability Company

Initial Biennial Report

Web-6/28/2018 2:34:04 PM

Entity Name: Cut Above LLC
Entity Number: 10071837
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Conrad Schwartz
Physical Address: 3678 NAVAHO CT, NORTH POLE, AK 99705
Mailing Address: 3678 NAVAHO CT, NORTH POLE, AK 99705

Entity Physical Address: 1520 RAVEN LAKE, FAIRBANKS, AK 99709

Entity Mailing Address: 3678 Navaho Ct, North Pole, AK 99705

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
Conrad Schwartz	3678 Navaho Ct, North Pole, AK 99705	32.5	Manager, Member
Zachery Craft	3320 Hillary Ave, Fairbanks, AK 99709	32.5	Manager, Member
Michael Smith	P.O. Box 70474, Fairbanks, AK 99707	10	Member
TMM Investments, Inc.	1626 Kiana St, Fairbanks, AK 99709	25	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

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: Conrad Schwartz

Received by AMCO 6.28.18

Limited Liability Company Agreement of
Cut Above LLC,
a Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") of Cut Above LLC**, LLC** (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Cut Above LLC, a Membership-managed Alaska limited liability company (the "Company") formed under and pursuant to Alaska law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

1520 Raven Lake Street, Fairbanks, Alaska 99709, or such other location as shall be selected from time to time by the Members.

The Company's mailing address is:

3678 Navaho Ct, North Pole, Alaska 99705

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Conrad Schwartz. The Agent's registered office is 3678 Navaho Ct, North Pole, Alaska 99705. The Company may change its registered office, its registered agent, or both, upon filing a statement with the State of Alaska.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venture of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

1. To own and operate an establishment, licensed under Title 3, Chapter 306 of the Alaska Administrative Code, and for other lawful purposes; and

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2. To enter into any lawful transactions and engage in any lawful activities in furtherance of the foregoing purposes and to assist the company to carry out the purposes contemplated by this agreement.

B. Powers. The Company shall have all of the powers and responsibilities of a limited liability company as set forth under the Alaska Administrative Code and laws of the State of Alaska.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Alaska. The Company will operate until terminated as outlined by the terms of this Agreement.

III. Members.

A. Members. The Members of the Company (jointly the "Members"), and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Conrad Schwartz, 32.5%

Zachery Craft, 32.5%

TMM Investments Inc, 25%

Michael Smith, 10%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Alaska law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

D. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the

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option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for proportionately by the remaining Members, according to their existing Membership Interest and distributed proportionately among the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 90 days to decide if they want to buy the Membership Interest together and disperse it proportionately. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split proportionately among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 90 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer*. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

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F. Member Voting.

1. *Voting power*. The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

2. *Proxies*. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices. The Members shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Alaska, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Members may delegate this responsibility to an Officer or a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager or Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on a quarterly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

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V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-corporation or a Partnership at any time.

VI. Management.

A. Management of the Company. The Members shall manage, control, and conduct the business and affairs of the Company.

B. Managers. The Members may select a Manager or Officer to manage the business and other affairs of the Company upon unanimous vote of the Membership. The Manager or Officer shall hold office until their resignation, removal from office, or death. Upon the happening of any of these events , a successor shall be appointed upon unanimous approval of all members.

C. Compensation. Compensation, if any, of the Manager or Officers shall be set from time to time by the Members. The appointment as manager does not, nor is it intended to convey any contract rights.

D. Removal and Resignation of Manager. The Manager or Officers may be removed at any time, with or without cause, by a unanimous vote of the Membership Interests, or in the case of a Member/Manager, by a unanimous vote of the remaining non-manager members. The Manager may resign at any time, without prejudice to any rights of the Company, upon written notice to the Membership.

E. Duties, Rights and Powers of the Manager. The Managers or Officer shall have the duties and powers as set out below;

I. Manage the business and affairs of the Company.
II. Exercise the authority and powers granted to the Company.
III. Take any and all actions necessary to perfect and maintain the status of the Company, including filing of such certificates and biennial reports and the taking of all other actions required for the continuance of the Company and this Agreement.
IV. Preside at meeting of the Membership.
V. Sign all bonds, deeds, mortgages, and any other agreements, and that such signature shall be sufficient to bind the Company.
VI. Prepare minutes of Membership Meetings and keep them available for review by Membership.
VII. Authenticate records of the Company.
VIII. See that all Notices are duly given in accordance with applicable law or this agreement.
IX. Be Custodian of the Corporate Record.
X. Keep a register of all Membership, addresses and contact information, as provided for by Membership.
XI. Keep general charge of the Membership interest and any changes or transfers of such.

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XII. Report quarterly to the Membership on the status of Company's finances, compliance with applicable rules and regulations, business plan and other relevant matters.

XIII. Otherwise act in any and all matters on behalf of the Company.

F. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.

VII. Officers.

A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers may be chosen by the Members. The Members may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by Alaska law. The Members may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Members. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members may be removed at any time, with or without cause, by the affirmative vote of a majority of the Members. Any vacancy occurring in any office of the Company shall be filled by the Members. Unless the Members decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Alaska law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman*. The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Membership, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Members are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:

i. where required or permitted by law or this Agreement to be otherwise signed and executed;

ii. where signing and execution thereof shall be expressly delegated by the Membership to some other Officer or agent of the Company.

2. *President*. In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform

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such other duties and have such other powers as the Membership may from time to time prescribe.

3. *Vice-Presidents*. In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Membership (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Membership may from time to time prescribe.

4. *Secretary and Assistant Secretary*. The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by Alaska law, and shall perform such other duties as may be prescribed by the Board or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Members (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

5. *Treasurer and Assistant Treasurer*. The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Membership. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Membership and shall render to the Chairman and to the Membership, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Membership forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Alaska law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Membership (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Membership may from time to time prescribe. act, perform the duties and exercise the powers of the Treasurer and shall perform

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such other duties and have such other powers as the Membership may from time to time prescribe.

B. Officers as Agents. Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Membership not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

VIII. Fiduciary Duties of the Board and Officers.

A. Loyalty and Care. Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Alaska.

B. Competition with the Company. The Managers and Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers and Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Membership excluding the interested Manager, consents thereto.

C. Duties Only to the Company. The Managers' and Officers' fiduciary duties of loyalty and care are to the Company and not to the other Managers or other Officers. The Managers and Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers, but shall owe no such duties to Officers unless the Officer is a Manager. A Manager or Officer who so performs their duties shall not have any liability by reason of being or having been a Manager or an Officer.

D. Reliance on Reports. In discharging the Manager's or Officer's duties, a Manager or Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.

2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.

3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

IX. Dissolution.

Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs wound up only upon the following provisions;

1. A majority of the Members vote to dissolve the Company;

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2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska law;

3. It becomes unlawful for either the Members or the Company to continue in business;

4. A judicial decree is entered that dissolves the Company; or

5. Any other event results in the dissolution of the Company under federal or Alaska law.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alaska shall have been canceled in the manner required by Alaska law.

E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

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F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Alaska Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alaska and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

X. Exculpation and Indemnification.

A. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person 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 person as to matters the Covered Person 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, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered

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Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article X shall survive any termination of this Agreement.

XI. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

XII. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Alaska.

XIII. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XIV. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

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D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska (without regard to conflicts of law principles thereof).

G. Application of Alaska Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alaska law.

H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of April 01, 2018.

Signature: _____
Conrad Schwartz

Signature: _____
Zachery Craft

Signature: _____ (Stephen Fidler) _____ (Lane Nichols)
TMM Investments Inc

Signature: _____ (Darren Resa)
Michael Smith

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ATTACHMENT A

Initial Contributions of the Members

The Initial Contributions of the Members of Cut Above LLC are as follows:

Conrad Schwartz
Contribution:
Cash: $85,000.00
Time and Effort valued at $240,000.00

Zachery Craft
Contribution:
Cash: $85,000.00
Time and Effort valued at $240,000.00

TMM Investments Inc
Contribution:
Cash: $120,000.00
Time and Risk valued at $130,000.00

Michael Smith
Contribution:
Cash: $100,000.00

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Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	TMM Investments, Inc.

Entity Type: Business Corporation

Entity #: 10071506

Status: Good Standing

AK Formed Date: 11/9/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2019 File Biennial Report

Entity Mailing Address: 1626 KIANA STREET, FAIRBANKS, AK 99709

Entity Physical Address: 1626 KIANA STREET, FAIRBANKS, AK 99709

Registered Agent

Agent Name: Darren Resa

Registered Mailing Address: 1626 KIANA STREET, FAIRBANKS, AK 99709

Registered Physical Address: 1626 KIANA STREET, FAIRBANKS, AK 99709

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Darren Resa	Director, President, Shareholder, Treasurer	41
	Lane Nichols	Director, Vice President, Shareholder	41
	Stephen Fidler	Director, Secretary, Shareholder	18

Filed Documents

Date Filed	Type	Filing	Certificate
11/09/2017	Creation Filing	Click to View	Click to View
12/04/2017	Initial Report	Click to View	

Close Details Print Friendly Version

Alaska Entity #10071506

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

Certificate of Incorporation

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

TMM Investments, Inc.

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **November 09, 2017**.

Mike Navarre
Commissioner

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BY-LAWS

OF

TMM INVESTMENTS, Inc.

ARTICLE I

OFFICE: The principal office of TMM Investments, Inc., a corporation in the State of Alaska, shall be located at 1626 Kiana Street, Fairbanks, Alaska. The corporation may have such other offices, either within or without the State of Alaska, as the Board of Directors may designate, or as the business of the corporation may require from time to time.

ARTICLE II

STOCK: Certificates of stock shall be issued in numerical order to each stockholder of record whose stock has been paid in full, signed by the President and signed and sealed by the Secretary with the corporate seal. A record of each certificate issued shall be kept on the stub thereof, and the stubs as they may remain in the stock books shall constitute the stock book of the corporation.

1. The corporation shall have a first lien upon the shares of its capital stock and upon all dividends declared upon the same for any indebtedness of the respective holders thereof to the corporation.

2. All stock, after having been fully paid up, shall be non-assessable and shall so state upon the face of the certificate of stock.

3. The corporation shall have a right to acquire and to dispose of its own shares of stock in accordance with the provisions of A.S. 10.06.010(7), providing such

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rights to acquire and to dispose of are not in conflict with any of the By-Laws set forth herein.

ARTICLE III

STOCKHOLDERS: The annual meeting of the stockholders of this corporation shall be held at the corporate offices at 1626 Kiana Street, Fairbanks, Alaska, or other mutually agreeable place, on the 10th day of October, at 11 A.m., and annually every year thereafter at the same time and place, if not a legal holiday, then on the next business day following.

1. Special meeting of the stockholders may be called at the principal corporate office of the corporation at any time by Resolution of the Board of Directors, or upon written request of stockholders holding one-third (1/3) of the outstanding stock.

2. Notice of annual meetings and notice of special meetings, written or printed, shall be mailed to each stockholder not less than ten (10) days, or more than fifty (50) days before the date of such meeting, and the purpose or purposes of the special meeting shall be given in the notice. All notices shall be addressed to each stockholder at his place of residence, or business, as the same appears in the list of addresses in the possession of the Secretary, or as it appears on the stock transfer books of the corporation. If such notice is mailed, it shall be deemed to be delivered when deposited in the United States mail.

3. A quorum at any meeting of the stockholders shall consist of a majority of the voting stock of the corporation represented in person or by proxy. A majority of such quorum shall decide in person or by proxy any question that may come before the meeting. If less than a majority of the outstanding shares are represented at a meeting,

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a majority of the shares so represented may recess the meeting from time to time without further notice. At such recessed meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the shareholders remaining leave less than a quorum.

4. At all meetings of shareholders, a shareholder may vote by proxy, executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specially provided in the proxy.

5. Each outstanding share shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

6. Any action required to be taken at a meeting of the shareholders may be taken without a meeting if they consent in writing, setting forth the action so taken, and shall be signed by all of the shareholders with respect to the subject matter thereof.

7. The election of the Board of Directors shall be held at the annual meeting of the stockholders.

8. The order of business at the annual meeting, and, as far as possible, at all other meetings of the stockholders, shall be:

(1) Call the roll;
(2) Proof of due notice of meeting;
(3) Reading and disposal of any unapproved minutes;
(4) Annual reports of officers and committees;
(5) Election of directors;
(6) Unfinished business;

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(7) New business; and
(8) Adjournment.

ARTICLE IV

DIRECTORS: The business and affairs of the corporation shall be managed by its Board of Directors.

1. The number of Directors of the corporation shall not be less than one (1) nor more than seven (7), who shall be elected at an annual meeting by ballot for a term of one (1) year, and shall serve until the election and acceptance of their duly qualified successors. Directors need not be residents of the State of Alaska. The Board of Directors shall have the general management and control of all the property, business and concerns of the corporation; they shall define and limit the powers and duties of all committees, officers, agents and employees of the corporation not otherwise provided for by these By-Laws; and they shall fix all salaries and may require such bonds as they deem proper.

2. Vacancies in the Board of Directors, caused by their resignation or otherwise, except as otherwise provided by law, may be filled by the Board of Directors at any meeting called therefor at which a quorum is present; provided, however, that if by reason of such vacancies only one (1) Director remains, the said vacancies may be filled by him or her, to serve temporarily until such vacancy or vacancies are filled by the election of such Director or Directors by the stockholders at a meeting regularly called as herein set forth. Should there be a complete vacancy in the Board of Directors, the vacancies may be filled at any meeting of the stockholders regularly called as herein set forth, whether or not at such meeting there shall be a quorum.

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3. The regular meeting of the Board of Directors shall be held at the principal corporate office of the corporation at 1626 Kiana Street, Fairbanks, Alaska, or other mutually agreeable place, immediately after the adjournment of each annual stockholders meeting.

4. Special meetings of the Board of Directors, for the transaction of any and all business, shall be held at such time and place, within or without the State of Alaska, as the Board itself may elect, and may be called at any time by either the President, or the Secretary. Notice of such meeting need not state the object therefore. The unanimous written consent of all members of the Board, or the presence of all members at any meeting of the Board, will excuse notice of such meeting.

5. A majority (50% plus 1) of the Directors shall be present to constitute a quorum.

6. By motion of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors. By Resolution of the Board of Directors they may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Directors. No such payment shall preclude any Director from serving the corporation in any capacity and receiving compensation therefore.

7. At any regular or special meeting of the Board of Directors at which a quorum is not present, those present may recess the meeting to a date certain in the future, which recessed meeting may be held at any place, either within or without the State of Alaska, as may be specified in the motion to recess, and such meeting may be recessed from time to time without further notice.

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8. The order of business at any regular or special meeting of the Board of Directors shall be:

(1) Reading and disposal of any unapproved minutes;
(2) Reports of officers and committees;
(3) Unfinished business;
(4) New business; and
(5) Adjournment

ARTICLE V

OFFICERS: The Officers of this corporation shall consist of the President, Vice President, Secretary and Treasurer.

1. The Officers of the corporation, to be elected by the Board of Directors, shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

2. Any of the Officers elected or appointed by the Board of Directors may be removed at any time by a majority vote of the Directors in attendance. Any and all vacancies that may occur in any of the said offices may be filled by the Directors at any meeting of the Board.

3. The President shall preside at all meetings, shall have general supervision of the affairs of the corporation, shall-sign or countersign all certificates of stock, contracts, or other instruments of the corporation required by the Board of Directors, except as otherwise directed by the Board; shall make such reports to the Directors and

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stockholders as he may deem necessary or as may be required of him, and perform all such other duties as are incident to this office or are properly required of him by the Board of Directors. The president shall consult with the Board before undertaking transactions in excess of $5,000 or the sale or purchase of equipment or real property.

4. The Vice President shall act in the President's absence and shall perform all duties as required of him by the Board of Directors.

5. The Secretary shall issue notices of all meetings of the stockholders and Directors, shall keep their minutes, shall have charge of the seal and corporate books, shall sign, with the President, such instruments as require such signature, and shall make such reports and perform such other duties as are incidental to his office, or are properly required of him by the Board of Directors, or by the President.

6. The Treasurer shall have the custody of and shall keep regular books of account and balance the same each month.

7. The Board of Directors may elect or appoint such other officers, agents and employees of the corporation as they may, from time to time, deem best, upon such terms as they may in each case prescribe, and eliminate and discontinue the same at any time.

8. Salaries or wages of the Officers shall be set by the Board of Directors, and nothing herein contained shall preclude any stockholder from becoming an employee of the corporation.

ARTICLE VI

CONTRACTS, LOANS, CHECKS AND DEPOSITS: The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or

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execute and deliver any instrument, in the name of, and on behalf of, the corporation and such authorization may be general or confined to specific instances.

1. All checks, drafts or other orders for payment of money, notes or other evidences issued in the name of the corporation must contain the signature of one (1) Officer; unless otherwise provided on Corporate Resolution to the corporation's bank.

2. All funds of the corporation, not otherwise employed, shall be deposited from time to time to the credit of the corporation in such bank, trust companies or other depositories as the Board of Directors may select.

3. The president shall establish a stock option program to offer to key management on terms and conditions deemed appropriate by the president.

ARTICLE VII

FISCAL YEAR: The fiscal year of the corporation shall begin on the first day of January and end on the last day of December of each year.

ARTICLE VIII

DIVIDENDS: Dividends shall be declared from surplus profits of the corporation at such times as the Board of Directors shall direct, and no dividends shall be declared that will impair the capital of the corporation.

The Board of Directors is hereby authorized to fix a day in advance of any stockholders meeting, not less than ten (10) days, nor more than thirty (30) days preceding the date of such meeting, or preceding the date for the payment of any dividend, or for the allotment to stockholders of any rights, or the date when any change or conversion or exchange of capital stock shall become effective, as the date upon which a record shall be taken for the determination of the stockholders entitled to notice

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of, and to vote at, such meeting, or entitled to receive payment of such dividend or to such allotment or right, or to exercise any rights in respect to such change, conversion, or exchange of capital stock; and only stockholders of record on that date shall be entitled to notice of, and to vote at, such a stockholders meeting, or to receive payment of such dividend, or be allotted, or to exercise such rights, notwithstanding any transfer of stock on the books of the corporation after the record date so fixed.

The monies of the corporation shall be deposited in the name of the corporation in such bank, or banks, or trust companies as the Board of Directors shall designate, and shall be drawn out only by check to be signed by such Officers as the Board of Directors may, by Resolution, select.

ARTICLE IX

TRANSFER OF STOCK: The stock of this corporation is subject to a Shareholder Agreement. All current and future stockholders shall be bound by the Shareholder Agreement, a copy of which is on file in the corporate records.

ARTICLE X

SEAL AND CERTIFICATE OF STOCK: The Board of Directors shall provide a suitable common seal containing the name of the corporation, the year of its creation, and other appropriate words in conformity with the laws and statutes of the State of Alaska, and shall adopt forms of stock certificates. The form of stock certificates may be changed by the Board of Directors at any time.

ARTICLE XI

WAIVER OF NOTICE: Any stockholder, Director or other Officer or person interested, may waive notice of the time and place of holding any meeting, or the object

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thereof, and may waive any notice provided for by the laws and statutes of the State of Alaska, or by these By-Laws or otherwise.

ARTICLE XII

AMENDMENTS: Amendments to these By-Laws may be made by vote of the stockholders representing a majority of all the stock issued and outstanding at any annual stockholders meeting, or at any special stockholders meeting, when the proposed amendment has been set out in the notice of such meeting.

Amendments to these By-Laws may be made by the Board of Directors at any meeting thereof, subject, however, to the right of the stockholders having power to amend, repeal, alter or modify such By-Laws so made and adopted by such Board of Directors at any regular meeting or any special meeting called for such purposes.

We, the undersigned, by virtue of our signatures hereto, agree on a contractual binding basis to be bound by all the provisions of these By-Laws, and as they may be from time to time amended.

DATED this 22nd day of January, 2018.

DARREN RESA, Shareholder and Director

LANE NICHOLS, JR., Shareholder and Director

STEPHEN FIDLER, Shareholder and Director

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BUY–SELL AGREEMENT BETWEEN THE SHAREHOLDERS OF TMM INVESTMENTS, INC.

1. *Purpose.*

This is an agreement between the Shareholders of TMM Investments, Inc. The purpose of the Buy-Sell Agreement (the "Agreement") is as follows: (a) to provide for the purchase of a Shareholder's interest in the Corporation in the event of death or disability; and, (b) to provide for the opportunity to purchase a Shareholder's shares of stock during his lifetime by the company or other shareholder(s) for any purpose, and, (c) to ensure that funds are available to complete such a purchase. This Agreement is intended to promote the interest of TMM Investments, Inc. (the "Corporation") and its Shareholders by providing for continuity and harmony in the management and policies of the Corporation and to assure that the Shareholders' heirs and beneficiaries will receive a fair value for the Shareholders' stock interests.

2. *Adoption and Administration of Agreement.*

The Agreement shall become effective as of the 9th day of November, 2017 ("the effective date") and shall remain in effect until terminated as herein provided, or until it is superceded by another Buy-Sell Agreement. This Agreement constitutes the entire agreement between the parties as to redemption of shares upon death of a Shareholder, disability of a Shareholder or sale by a Shareholder, and supercedes any previous written or oral understanding, agreements or conditions, pertaining to share redemption. Absent contrary action by the Corporation's Shareholders, with respect to the Agreement's implementation, interpretation, or administration, this Agreement shall be final, conclusive and binding, and no change, modification, addition or amendment shall be valid unless in writing and signed by the party against whom enforcement is sought. The terms of this Agreement shall survive the transfer of stock from seller to buyer.

3. *Stock Subject to Agreement.*

All currently issued shares, and all shares to be issued during the life of this Agreement, are subject to the Agreement's terms and conditions. Shares currently issued are listed on Exhibit "A," attached hereto and by this reference made a part hereof. Such list will be updated as necessary throughout the life of this Agreement.

4. *Voluntary and Involuntary Transfer of Shares.*

The Shareholders shall not transfer, assign, encumber or dispose of any portion of their respective stock interests in the Corporation by sale or otherwise, voluntarily or involuntarily, except:

a) Right of First Refusal to the Corporation. If any Shareholder should desire to voluntarily dispose of any of his stock in the Corporation during his lifetime, or be

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required to involuntarily transfer his shares, the Corporation at all times shall have the right of first refusal as to any sale of the Shareholder's stock in the Corporation, according to the following terms and conditions:

i) The Shareholder shall give the Corporation written notice of his desire to sell such stock.

ii) The offer shall be based on a price determined in accordance with provisions of Paragraph 6(a) hereof.

iii) The Corporation shall have sixty (60) days following receipt of the written notice to accept the offer and purchase the Shareholder's stock.

b) Second Right of Refusal to the Shareholders. If the offer is not accepted by the Corporation within sixty (60) days of receipt thereof and Shareholder shall then offer the shares to the other Shareholders according to the following terms and conditions:

i) The Shareholder shall give the other Shareholders written notice of his desire to sell such stock.

ii) The offer shall be based on a price determined in accordance with provisions of Paragraph 6(a) hereof.

iii) The Shareholders shall have sixty (60) days following receipt of the written notice to accept the offer and purchase the Shareholder's stock.

iv) In the event that not all the Shareholders exercise the right to purchase, then the Shareholders that do exercise that right shall purchase shares prorata to the total shares that they own in the Corporation.

c) In the event that neither the corporation nor the other shareholders elect to purchase the shares according to the terms set forth above, the shareholder desiring to sell or transfer his shares shall be free to do so to any other person or corporation free of any restrictions provided herein; provided however, that such sale or transfer shall not be at a price less than that indicated in Paragraph 6(a) unless the lower price is first offered to the Corporation and other Shareholders as provided herein.

5. Life Insurance.

The Corporation or Shareholders, at their option, and with no obligation to do so, may purchase life insurance on the life of the Shareholder for the purpose of paying to the estate of the Shareholder, at the death of the Shareholder, funds to repurchase the shares in the Corporation owned by the Shareholder at his death. In the event that the Corporation exercises its right to purchase that insurance, the amount of insurance purchased shall be approximately equal to the estimated current value of the

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Shareholder's interest in the Corporation, calculated according to Paragraph 6(a) of this agreement, together with the estimated appreciation in the value of those shares, if any, over the term of the insurance policy. Nothing in this Section shall prohibit the Corporation from purchasing a life insurance policy in excess of the fair market value of the Shareholder's interest in the Corporation and establishing that excess as key person insurance, in an amount determined by the Corporation.

6. Purchase Price of Shares.

a) ***Purchase Price***. The purchase price of the redemption for shares of a Shareholder shall be determined by a commercial assessor who shall determine the total value of the corporation. The total value of the corporation shall then be multiplied by the Shareholder's percentage of stock issued to determine the Purchase Price.

OR

a) ***Purchase Price***. The purchase price of the redemption for shares of a Shareholder shall be the fair market value determined as follows. Such value shall be determined as of the time that the Shareholder desires to sell his units, or at the Shareholder's withdrawal or death. The purchase price shall be determined on a yearly basis as set by the Shareholder at the annual meeting. Should the Shareholders fail to set a price at its annual meeting, the last value set by the Shareholders shall be the value. The current value of the corporation as of the date if this Agreement is $ 120,000.

OR

a) ***Purchase Price***. The purchase price of the redemption for shares of a Shareholder shall be the BOOK VALUE OR APPRAISED VALUE as determined as of the time that the Member desires to sell his units, or at the Member's withdrawal or death.

[THESE ARE JUST EXAMPLES OF WAYS TO VALUE. PLEASE LET US KNOW HOW YOU WOULD LIKE THE PURCHASE PRICE DETERMINED.]

b) ***Purchase of Shares Without Life Insurance or When Life Insurance Does Not Cover Purchase Price.*** In the event the purchase price of the shares of stock exceeds the amount of insurance available, upon the death, disability, or withdrawal of a Shareholder(s), the balance of the purchase price shall be paid in One Hundred Twenty (120) consecutive monthly payments beginning one month after the date of the Shareholder(s)' death, disability or withdrawal. The unpaid balance of the purchase price shall be evidenced by a promissory note(s)[1] made by the Corporation or surviving Shareholders to the order of the deceased Shareholder's estate or Shareholder with interest at the rate of four percent (4%) per annum. Said note(s) shall provide for acceleration upon default and shall give the makers the option of

[1] A sample promissory note and Stock Pledge Agreement are attached to this Agreement.

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prepayment in whole or in party at any time without penalty. The purchase price shall be secured by a Stock Pledge Agreement.

c) ***Shareholder Acknowledgment of Fair Value.*** By executing this Agreement, the Shareholders acknowledge their agreement that the purchase price of shares, as established in Paragraph 6(a), shall be the conclusive purchase price of shares upon a Shareholder's death and disability. This price represents the fair market value of the interest of each Shareholder, including the Shareholder's interest in the good will and going concern value of the Corporation. Shareholders further acknowledge that their agreement hereto binds their heirs, beneficiaries, devisees, legal representatives, successors and assigns.

d) ***Failure to make Re-determination.*** If the Shareholders fail to re-determine share purchase price for a particular period as scheduled, the last stipulated purchase price shall control.

[INCLUDE (d) IF PURCHASE PRICE IS DETERMINED AT AN ANNUAL MEETING]

e) ***Revaluation of Purchase Price.*** The price established in Paragraph 6(a) of this Agreement is intended to be the fair market value of the Stock.

7. *Purchase of Shares as Result of Death or Disability.*

a) ***Death.*** Upon the death of a Shareholder, the Shareholder(s) stock shall be purchased by the Corporation or other Shareholders, in accordance with this Agreement. The estate of the decedent shall sell the stock interest now owned or hereafter acquired by the Shareholder(s) who died. The purchase price of such interest shall be computed in accordance with Paragraph 6(a) of this Agreement.

b) ***Disability.*** The Corporation or non-disabled Shareholder(s) shall purchase, in accordance with the Agreement, the complete ownership interest of a totally disabled Shareholder for the value of said ownership interest. The disabled Shareholder shall convey all such ownership interest to the Corporation or non-disabled Shareholder(s). The purchase price of such interest shall be computed in accordance with Paragraph 6(a) of this Agreement.

Disability Defined and Purchase Date of Buy Out. Disability is defined as a mental, emotional or physical condition, which by accepted medical standards makes it impossible for the Shareholder to continue to work for and participate in the Corporation. The Corporation or Shareholder(s) shall purchase the disabled Shareholder(s) entire ownership interest in the Corporation when the disabled Shareholder has been continuously totally disabled for a period of six (6) months.

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8. *Notification by Personal Representative or other Legal Representative upon Death or Permanent Disability of Shareholder.*

The personal representative or other legal representative of the deceased or permanently disabled Shareholder shall, within thirty (30) days of the Shareholder's death or disability, notify the other Shareholder(s) of the death or disability of the Shareholder.

9. *Control of Corporation During Disability.*

In the event a Shareholder is totally disabled for a continuous period of three (3) months he shall relinquish all control over the operation of the Corporation to the remaining Shareholder(s). They shall then exercise complete control of the Corporation, in accordance with their percentage of ownership, therein calculated, as if the ownership interest of the disabled Shareholder did not exist, until such time as the Shareholder is not longer totally disabled or until the purchase date of this Agreement, whichever is first.

10. *Limitation on Organic Changes.*

New shareholders may not be admitted to the corporation while the corporation or another shareholder is making payments on a promissory note for the redemption or purchase of shares pursuant to this agreement.

11. *Binding Effect of Provision.*

The personal representative or legal representative of the deceased or disabled Shareholder shall make, execute and deliver any documents necessary to carry out this provision of the Agreement. This provision shall be binding upon the Corporation and the Shareholders, their heirs, beneficiaries, devisees, legal representatives, successors and their assigns.

12. *Simultaneous Death of Remaining Shareholders.*

In the event of the simultaneous deaths of the last remaining Shareholders, or in the event of the death of the surviving Shareholder, thirty (30) days after the death of the second to the last Shareholder to die, the estate of each Shareholder shall retain its respective interest in the Corporation, along with the proceeds of the insurance owned by such estate notwithstanding any other requirements under this provision to the contrary (unless within such time settlement for the interest of the Shareholder first to die shall have been made by the surviving Shareholder as provided for herein).

13. *Liability of Corporation.*

The liabilities of the Corporation under this Agreement and any purchase made hereunder, are limited to the obligations set forth with respect to such purchase and

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nothing in this Agreement will be construed to impose any additional liabilities on the Corporation in favor of the Seller with in connection with, or arising out of, any transaction hereunder.

14. *Indemnification of the Corporation and the Board.*

The Shareholders will provide indemnity to the Corporation and the Board against all costs and expenses reasonably incurred by them or any of them in connection with: any action, suit, or proceeding to which they or any of them may be a party by reason of any action taken, or failure to act, under or in connection with the Agreement or any award granted pursuant thereto and against all amounts paid by them in settlement thereof (provided such settlement is approved by legal counsel and such approval is not unreasonably withheld) or paid by them in satisfaction of a judgment in any action, suit or proceeding; provided that upon institution of any such action, suit, or proceeding, the Corporation gives the Shareholders an opportunity, at its own expense, to handle and defend the same.

15. *Amendment and Termination of Agreement.*

This Agreement may be altered, amended or terminated by a writing signed by all the Shareholders. The Agreement shall automatically terminate on bankruptcy, receivership, dissolution of the Corporation or a simultaneous death of all Shareholders or death of all Shareholders within a period of thirty (30) days.

16. *No Agreement to Employ.*

Nothing in the Agreement will be construed to constitute, or provide evidence of, an agreement or understanding, express or implied, by the Corporation to employ or retain the Shareholder for any specific period of time.

17. *Notices.*

Any notice or other communication required or permitted to be made or given hereunder will be sufficiently made or given if sent by certified mail addressed to the Shareholder at such individual's address as set forth in the Corporation's regular books and records and if to the Corporation, addressed to it as its principal office.

18. *Governing Law and Jurisdiction.*

The laws of the State of Alaska shall govern this Agreement. Any dispute arising from this Agreement shall be brought in the Superior Court, Fourth Judicial District, State of Alaska.

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In witness whereof the parties have executed this Agreement at Fairbanks, Alaska on the 22 day of January 2018.

TMM INVESTMENTS, INC.

By: _____
Darren Resa
President

SHAREHOLDERS OF TMM INVESTMENTS, INC.

_____
Darren Resa
Shareholder

_____
Stephen Fidler
Shareholder

_____
Lane Nichols, Jr.
Shareholder

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EXHIBIT "A"
OUTSTANDING SHARES AS ISSUED BY
TMM INVESTMENTS, INC.

	Shares
Darren Resa	41
Lane Nichols, Jr.	41
Stephen Fidler	18
	100

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NUMBER
1

SHARES
41

INCORPORATED UNDER THE LAWS OF THE STATE OF ALASKA

TMM INVESTMENTS, INC.

The Corporation is authorized to issue 10,000 Common Shares – No Par Value

This Certifies that Darren Resa is the owner of Forty-one (41) fully paid and non-assessable Shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers of the Corporation.

Dated 1/22/18

President

Secretary

AMCO Received 11/30/2018

The transfer of the Shares represented by this certificate is restricted by the terms and conditions of the corporate by-laws dated as of 1/22/18, as amended from time to time. A transferee, pledgee, or mortgagee of the Shares represented by this certificate shall be deemed to have notice of and to be bound by the terms of the corporate by-laws. A copy of the corporate by-laws is on file at the registered office of the Corporation. Upon written request of the record holder of this certificate to the Corporation at its principal place of business or registered office, the Company will furnish to such record holder a copy of the corporate by-laws. This Security is not registered under A.S. 45.55.070 and cannot be resold without registration under this chapter or exemption from it.

For value received, the undersigned hereby sells, assigns and transfers unto Darren Resa of 1602e Kiana St. Fairbanks, Ak 99709 41 Shares represented by the within Certificate, and does hereby irrevocably constitute and appoint _____ Attorney to transfer the said Shares on the books of the within-named Corporation with full power of substitution in the premises.

Dated, 1/22/18

In presence of

AMCO Received 11/30/2018

NUMBER
2

SHARES
41

INCORPORATED UNDER THE LAWS OF THE STATE OF ALASKA

TMM INVESTMENTS, INC.

The Corporation is authorized to issue 10,000 Common Shares – No Par Value

This Certifies that Lane Nichols, Jr. is the owner of Forty-one (41) fully paid and non-assessable Shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers of the Corporation.

Dated 1/22/18

President

Secretary

AMCO Received 11/30/2018

The transfer of the Shares represented by this certificate is restricted by the terms and conditions of the corporate by-laws dated as of 1/22/18, as amended from time to time. A transferee, pledgee, or mortgagee of the Shares represented by this certificate shall be deemed to have notice of and to be bound by the terms of the corporate by-laws. A copy of the corporate by-laws is on file at the registered office of the Corporation. Upon written request of the record holder of this certificate to the Corporation at its principal place of business or registered office, the Company will furnish to such record holder a copy of the corporate by-laws. This Security is not registered under A.S. 45.55.070 and cannot be resold without registration under this chapter or exemption from it.

For value received, the undersigned hereby sells, assigns and transfers unto Lane Nichols Jr. of 20066 Van Horn Ct. Fairbanks, AK 99701 41 Shares represented by the within Certificate, and does hereby irrevocably constitute and appoint _____ Attorney to transfer the said Shares on the books of the within-named Corporation with full power of substitution in the premises.

Dated, 1/22/18

In presence of

Darren Rega

AMCO Received 11/30/2018

NUMBER
3

SHARES
~~XI~~ FS SP

INCORPORATED UNDER THE LAWS OF THE STATE OF ALASKA

TMM INVESTMENTS, INC.

The Corporation is authorized to issue 10,000 Common Shares – No Par Value

This Certifies that Stephen Fidler is the owner of Eighteen (18) fully paid and non-assessable Shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers of the Corporation.

Dated 1/22/18

President

Secretary

AMCO Received 11/30/2018

The transfer of the Shares represented by this certificate is restricted by the terms and conditions of the corporate by-laws dated as of 1/22/18, as amended from time to time. A transferee, pledgee, or mortgagee of the Shares represented by this certificate shall be deemed to have notice of and to be bound by the terms of the corporate by-laws. A copy of the corporate by-laws is on file at the registered office of the Corporation. Upon written request of the record holder of this certificate to the Corporation at its principal place of business or registered office, the Company will furnish to such record holder a copy of the corporate by-laws. This Security is not registered under A.S. 45.55.070 and cannot be resold without registration under this chapter or exemption from it.

For value received, the undersigned hereby sells, assigns and transfers unto Stephen Fidler of 1750 Persinger Dr. North Pole, AK 99705 18 Shares represented by the within Certificate, and does hereby irrevocably constitute and appoint _____ Attorney to transfer the said Shares on the books of the within-named Corporation with full power of substitution in the premises.

Dated, 1/22/18

Stephen Fidler

In presence of

AMCO Received 11/30/2018

AK Entity #: 10071506
Date Filed: 12/04/2017
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

Business Corporation

Initial Biennial Report

Web-12/4/2017 8:51:47 AM

Entity Name: TMM Investments, Inc.
Entity Number: 10071506
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Darren Resa
Physical Address: 1626 KIANA STREET, FAIRBANKS, AK 99709
Mailing Address: 1626 KIANA STREET, FAIRBANKS, AK 99709

Entity Physical Address: 1626 KIANA STREET, FAIRBANKS, AK 99709

Entity Mailing Address: 1626 KIANA STREET, FAIRBANKS, AK 99709

Please include all officials. Check all titles that apply. Must use titles provided. All domestic business corporations must have a president, secretary, treasurer and at least one director. The secretary and the president cannot be the same person unless the president is 100% shareholder. The entity must also list any alien affiliates and those shareholders that hold 5% or more of the issued shares.

Name	Address	% Owned	Titles
Darren Resa	1626 Kiana Street, Fairbanks, AK 99709	41	Director, President, Shareholder, Treasurer
Lane Nichols, JR	2066 Van Horn Ct., Fairbanks, AK 99701	41	Director, Shareholder, Vice President
Stephen Fidler	1750 Persinger Drive, North Pole, AK 99705	18	Director, Secretary, Shareholder

NAICS Code: 523999 - MISCELLANEOUS FINANCIAL INVESTMENT ACTIVITIES

New NAICS Code (optional):

Complete the below stock information on record with the Department. You may not change your authorized shares with this form. An amendment is required. Fill in number of shares issued.

Class	Series	Authorized	Par Value	Amount Issued
Common		10000	$0.00	100

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: Danielle Gardner

AMCO Received 11/30/2018