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	PMBT, LLC

Entity Type: Limited Liability Company

Entity #: 10079736

Status: Good Standing

AK Formed Date: 3/7/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: 3255 NORTH MARS AVENUE, PALMER, AK 99645

Entity Physical Address: 3255 NORTH MARS AVENUE, PALMER, AK 99645

Registered Agent

Agent Name: Timothy Maley

Registered Mailing Address: 3255 NORTH MARS AVENUE, PALMER, AK 99645

Registered Physical Address: 3255 NORTH MARS AVENUE, PALMER, AK 99645

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Tim Maley	Member	100

Filed Documents

Date Filed	Type	Filing	Certificate
3/07/2018	Creation Filing	Click to View	Click to View
12/17/2018	Initial Report	Click to View	

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Alaska Entity #10079736

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

PMBT, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 07, 2018.**

Mike Navarre
Commissioner

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STATE OF ALASKA

Alaska Business License # **1068164**

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

LAZY MOUNTAIN CULTIVATION CO.

3255 NORTH MARS AVENUE PALMER AK 99645

owned by

PMBT, LLC

is licensed by the department to conduct business for the period

January 08, 2019 through December 31, 2019
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson

Alaska Business License # **1068164**

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

LAZY MOUNTAIN CULTIVATION CO.

3255 NORTH MARS AVENUE PALMER AK 99645

owned by

PMBT, LLC

is licensed by the department to conduct business for the period

March 07, 2018 through December 31, 2018
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Mike Navarre

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STATE OF ALASKA

AK Entity #: 10079736
Date Filed: 03/07/2018
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-3/7/2018 6:56:38 PM

1 - Entity Name

Legal Name: PMBT, LLC

2 - Purpose

The object and purpose of the Company and the general nature of the business it proposes to transact shall include all transactions of any or all lawful business for which limited liability companies may be formed under the laws of the State of Alaska.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Timothy Maley
Mailing Address: 3255 North Mars Avenue, Palmer, AK 99645
Physical Address: 3255 North Mars Avenue, Palmer, AK 99645

5 - Entity Addresses

Mailing Address: 3255 North Mars Avenue, Palmer, AK 99645
Physical Address: 3255 North Mars Avenue, Palmer, AK 99645

6 - Management

The limited liability company is managed by its members.

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7 - Officials

Name	Address	% Owned	Titles
Timothy Maley			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: Brad De Noble

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ONLINE BUSINESS LICENSING

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

Confirmation

STEP 1 - PRINT AND RETAIN THIS PAGE FOR YOUR RECORDS.

This page may be used as proof of licensure until you receive your business license by mail.

STEP 2 - SELECT THE METHOD TO RECEIVE YOUR LICENSE:

◉ Print your license immediately online.

- OR -

○ Receive your license in the mail (mailed within 2 - 3 business days).

STEP 3 - PROCEED

Business License Detail Page for License #1068164

Business License #1068164 has been issued

Expiration Date: 12/31/2018
Business Name: LAZY MOUNTAIN CULTIVATION CO.
Primary Line of Business: 11 - Agriculture, Forestry, Fishing and Hunting
Primary NAICS: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING
Professional Lic #(s): not required
Owner Name: PMBT, LLC
Entity Number: 10079736

Payment Information

Receipt Number: 201800058244
Receipt Date: 3/7/2018
Payor Name: Brad De Noble
Payment Amount: $50.00

Juneau Mailing Address
P.O. Box 110806
Juneau, AK 99811-0806
Physical Address
333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770
Phone Numbers
Main Phone: (907) 465-2550
FAX: (907) 465-2974

Anchorage Mailing/Physical Address
550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567
Phone Numbers
Main Phone: (907) 269-8160
FAX: (907) 269-8156

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

Confirmation

Your filing is complete. Please print and retain this page for your records.

Important entity responsibility information is available by clicking the following link: Entity Responsibilty.

The entity responsibility document should be printed or saved and retained for your records.

Print certificates and filed documents from the entity's detail page. Click here and scroll down to Filed Documents.

ENTITY DETAILS

Entity Number: 10079736
Legal Name: PMBT, LLC
Filing Type: Creation Filing - Domestic Limited Liability Company

PAYMENT INFORMATION

Receipt Number: 201800058242
Receipt Date: 3/7/2018 6:57:32 PM
Payer Name: Brad De Noble
Payment Amount: 250.00

Juneau Mailing Address
P.O. Box 110806
Juneau, AK 99811-0806
Physical Address
333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770
Phone Numbers
Main Phone: (907) 465-2550
FAX: (907) 465-2974

Anchorage Mailing/Physical Address
550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567
Phone Numbers
Main Phone: (907) 269-8160
FAX: (907) 269-8156

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OPERATING AGREEMENT

FOR

PMBT, LLC

THIS OPERATING AGREEMENT is made and entered into as of March 8, 2018 by and between PMBT, LLC, an Alaska Limited Liability Company ("Company") and Timothy Maley, its sole Member ("Member").

WITNESSETH:

1. Whereas, the Member desires to enter into this Operating Agreement ("Agreement") for the purpose of governing the Company, to and for the purpose described herein;

2. Whereas the Member intends to operate the business and to provide for the operation of Company;

NOW, THEREFORE, in consideration of the mutual premises below, and other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged, it is agreed as follows:

ARTICLE I. FORMATION

Section 1.1. Organization

The parties hereto hereby organize the Company pursuant to the provisions of the Alaska Revised Limited Liability Company Act, AS 10.50.010 et seq (the "Act").

Section 1.2. Agreement

The parties hereto hereby agree to the terms and conditions of the Agreement, as it may from time to time be amended. To the extent that any provision of the Agreement is prohibited, invalid, or ineffective under the Act, the Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of the interpretation or amendment.

Section 1.3. Name of Company

The name of the Company is PMBT, LLC and business of the Company shall be conducted under that name or any authorized and other properly licensed name.

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Section 1.4. Effective Date of Agreement

The Agreement shall become effective upon the filing of the Articles of Organization and acceptance by the Secretary of State for the State of Alaska.

Section 1.5. Term of Company Existence

The duration of the Company shall be perpetual.

Section 1.6. Principal Executive Office of Company

The principal executive office of the Company shall be at:

3255 North Mars Avenue
Palmer, Alaska 99645

Section 1.7. Registered Agent and Registered Office of Company

The registered agent for service of process and the registered office of the Company is:

Timothy Maley
3255 North Mars Avenue
Palmer, Alaska 99645
(physical and mailing)

Section 1.8. Other Company Offices

The Company may have other offices at such places within and without the State of Alaska as it may determine from time to time.

Section 1.9. Company Business

The object and purpose of the Company and the general nature of the business it proposes to transact shall include all transactions of any or all lawful business for which limited liability companies may be formed under the laws of the State of Alaska. At this time, the Company plans to cultivate miscellaneous crops.

Section 1.10. Company Member

The name and address of the Company's sole Member is:

Timothy Maley
3255 North Mars Avenue
Palmer, Alaska 99645

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Section 1.11. Additional Company Members

The Company's sole member, Timothy Maley, may, in his complete discretion, admit additional members to the Company. Any additional member shall agree to the terms and provisions set forth in the Agreement and shall sign a document memorializing such agreement.

ARTICLE II. MANAGEMENT OF COMPANY

Section 2.1. Management Vested in Member

The Company shall be managed by its Member.

Section 2.2. Appointment of Substitute Manager

The Member shall have the right to appoint a Substitute Manager to operate the Company in the event of illness, disability, or death. The Substitute Manager shall have the rights, powers, and obligations granted or created herein to the Member, except as the Member shall otherwise restrict or limit herein or in the document appointing the Substitute Manager.

Section 2.3. Binding Authority of Manager

The parties hereto hereby agree that only the Member named in Article I, Section 1.10, or the Substitute Manager as set forth herein or the document appointing the Substitute Manager, shall have the authority to bind the Company. The Member shall have the power to do all things necessary or convenient to carry out the business and affairs of the Company.

Section 2.4. Accounting Method

The books and records of account of the Company shall be maintained in accordance with the cash method of accounting.

Section 2.5. Accounting Period

The Company's accounting period shall be the calendar year.

ARTICLE III. MEMBER RIGHTS AND DUTIES

Section 3.1. Limitation of Liability

The Member's liability for debts and obligations of the Company shall be limited as set forth in the Act and other applicable law.

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Section 3.2. Member's Management Rights

The following actions require written consent of the Member:

(i) The sale of all or substantially all assets of the Company;
(ii) A mortgage or encumbrance upon all or substantially all assets of the Company;
(iii) Disposal of the goodwill of the Company;
(iv) Submission of a claim of the Company to arbitration;
(v) Confession of a judgment;
(vi) Commission of any act which would make it impossible for the Company to carry on its ordinary course of business;
(vii) Amendment of the Agreement;
(viii) Amendment of the Articles of Organization to change the management of the Company from Members to Managers; and
(ix) The continuation of the Company after an event causing dissolution.

Section 3.3. Company Books

The Member shall maintain and preserve at the Company's registered office, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents, including, but not limited to, a copy of the Articles of Organization initially filed with the Secretary of State for the State of Alaska, copies of the Agreement, together with any supplements, modifications, or amendments thereto, any prior operating agreements no longer in effect, written agreements by the Member to make a capital contribution or a loan to the Company, copies of the Company's income tax returns and reports, and copies of all financial statements.

Section 3.4. Meetings

The Member is not required to hold meetings.

ARTICLE IV. DISSOLUTION, TERMINATION AND WINDING UP

Section 4.1. Events Causing Dissolution

The Company shall be dissolved upon, but not before, the first to occur of the following:

(i) the death, bankruptcy, adjudication of incompetency or insanity, or withdrawal of the Member;
(ii) the decision by the Member; or
(iii) an order to dissolve from a court of competent jurisdiction or government agency.

Section 4.2. Continued Existence for Purposes of Winding Up

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The Company shall continue after the happening of any event set forth in Section 4.1 of this Article solely for the purpose of winding up its affairs in accordance with the Act.

Section 4.3. Procedure Upon Liquidation

Upon the dissolution of the Company, the Member shall liquidate the Company's assets and apply the liquidation proceeds in the order provided in Section 4.4 of this Article.

A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities to minimize losses that might otherwise occur in connection with the liquidation. Upon liquidation and winding up of the Company, unsold Company property shall be valued to determine the gain or loss that would have resulted if the property were sold, and the capital accounts of the Member that have been maintained in accordance with the Agreement shall be adjusted to reflect the manner in which the gain or loss would have been allocated if the property had been sold at its assigned values. Upon completion of the liquidation of the Company and distribution of the proceeds, the Member shall file articles of dissolution with the Secretary of State's Office in and for the State of Alaska.

Section 4.4. Proceeds of Liquidation

The proceeds from the liquidation of the assets of the Company, the proceeds from the collection of the receivables of the Company, and the assets distributed in kind shall all be distributed in the following order of priority:

(i) to the payment of debts and liabilities of the Company which are properly due and owing;
(ii) to the settling up of reserves to disburse in payment of contingent liabilities or obligations of the Company; and
(iii) to the Member.

ARTICLE V. ADDITIONAL PROVISIONS

Section 5.1. Complete Agreement

This Agreement and the Articles of Organization of the Company constitute the complete and exclusive agreement with respect to the subject matter hereof.

The Agreement and the Articles of Organization supersede all prior written and oral statements or agreements and no representation, statement, or condition or warranty not contained in the Agreement or the Articles of Organization shall be binding on the Member or have any force or effect whatsoever.

Section 5.2. Governing Law

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The Agreement and the rights of the parties hereunder will be governed, interpreted, and enforced in accordance with the laws of the State of Alaska.

Section 5.3. Terms

Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to the Act or other statutes or laws will include all provisions concerned.

Section 5.4. Headings

All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of the Agreement.

Section 5.5. Severability

Every provision of the Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Section 5.6. Amendments

The Agreement may be amended or modified from time to time only by a written instrument adopted by the Member.

Section 5.7. Heirs, Successors and Assigns

Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by the Agreement, their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Company and the Member have hereunto executed the Agreement as of the day and year first above written.

By: Timothy Maley
Timothy Maley, Manager
PMBT, LLC

By: Timothy Maley
Timothy Maley, Member
PMBT, LLC

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