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

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	WEST MADE, LLC

Entity Type: Limited Liability Company

Entity #: 10069191

Status: Good Standing

AK Formed Date: 9/27/2017

Duration/Expiration: Perpetual

Home State: ALASKA

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

Entity Mailing Address: 49190 TOTE ROAD, SOLDOTNA, AK 99669

Entity Physical Address: 50150 STERLING HIGHWAY, SOLDOTNA, AK 99669

Registered Agent

Agent Name: JONAS WEST

Registered Mailing Address: 49190 TOTE RD, SOLDOTNA, AK 99669

Registered Physical Address: 49190 TOTE RD, SOLDOTNA, AK 99669

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Fred West	Member	50
	Jonas West	Member	50

Filed Documents

Date Filed	Type	Filing	Certificate
9/27/2017	Creation Filing	Click to View	Click to View
10/26/2017	Initial Report	Click to View	

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AK Entity #: 10069191
Date Filed: 09/27/2017
State of Alaska, DCCED

3711703

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Office Use Only CORP

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Juneau
SEP 27 2017
CBPL

✓ 250

State of Alaska
Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

ARTICLES OF ORGANIZATION
Domestic Limited Liability Company
AS 10.50.075

☑ **$250.00 Filing Fee**

Pursuant to Alaska Statutes 10.50.075, the undersigned company applies for a Certificate of Organization and, for that purpose, submits the following articles:

Operating Agreement: An operating agreement is not required to be filed with this office; operating agreements are to be maintained by the entity. If you include your operating agreement, it will be returned without being filed for record.

ARTICLE 1: Name of the limited liability company must contain the words "limited liability company" or the abbreviation of "L.L.C" or "LLC."

West Made, LLC

ARTICLE 2: Indicate the purpose for which the company is organized (may include "any lawful") and, the 6 digit NAICS Industry Grouping Code that most clearly describes the initial activities of the company:

Purpose: Any lawful purpose - miscellaneous store retail	NAICS code:	4	5	3	9	9	8

ARTICLE 3: Registered agent name and address (must include a physical and mailing address in Alaska):

Name: Jonas West			
Physical address: 49190 Tote Road	City: Soldotna	AK	Zip Code: 99669
Mailing address: 49190 Tote Road	City: Soldotna	AK	Zip Code: 9669

ARTICLE 4: Management.

☑ The limited liability company is managed by its members.
☐ The limited liability company is managed by a manager.

ARTICLE 5: Optional Provisions and Additional Articles
Attach additional pages for continuation of optional provisions and/or additional articles. Please indicate which article you are continuing and/or insert any desired additional provisions authorized by Alaska Statutes. Additional articles should be a continuation of the numbering as it appears on this form.

K1954001

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Juneau
SEP 27 2017
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Organizers: The printed name and signature of one or more organizer shall sign the Articles of Organization.

Signature of Organizer	Printed name of Organizer	Date
	Jonas West	9-22-17
Fred M West	Fred West	9-21-17

Attach an additional sheet if necessary.

NOTE: Persons who sign documents filed with the commissioner that are known to the person to be false in material respects, is guilty of a class A misdemeanor.

Mail the Articles of Organization and the $250.00 filing fee in U.S. dollars to:
State of Alaska Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received. To file your application online for immediate processing, visit our website at: www.commerce.alaska.gov/occ.

INITIAL REPORT: After filing your Articles of Organization, visit the Corporations Section at on our website, select Online Filing, and file the initial report for this entity.

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AK Entity #: 10069191
Date Filed: 10/26/2017
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

Limited Liability Company

Initial Biennial Report

Web-10/26/2017 5:10:38 PM

Entity Name: WEST MADE, LLC
Entity Number: 10069191
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: JONAS WEST
Physical Address: 49190 TOTE RD, SOLDOTNA, AK 99669
Mailing Address: 49190 TOTE RD, SOLDOTNA, AK 99669

Entity Physical Address: 50150 Sterling Highway, Soldotna, AK 99669

Entity Mailing Address: 49190 Tote Road, Soldotna, AK 99669

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
Jonas West	49190 Tote Road, Soldotna, AK 99669	50	Member
Fred West	49190 Tote Road, Soldotna, AK 99669	50	Member

NAICS Code: 453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

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: Katie Elsner, Esq.

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Alaska Business License # **1064632**

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

MARY'S GARDEN

49190 TOTE ROAD SOLDOTNA AK 99669

owned by

WEST MADE, LLC

is licensed by the department to conduct business for the period

January 05, 2018 through December 31, 2019
for the following line of business:

42 - Trade

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

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

Mike Navarre

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Alaska Entity #10069191

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

WEST MADE, LLC

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

Chris Hladick
Commissioner

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OPERATING AGREEMENT
OF
WEST MADE LLC
An Alaska Limited Liability Company

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THIS **OPERATING AGREEMENT** (hereafter the "Agreement") of **WEST MADE LLC**, is made this 27th day of September, 2017, by and among

Fred West, 49190 Tote Road, Soldotna, AK 99669
Jonas West, 49190 Tote Road, Soldotna, AK 99669

Referred to herein individually as a "Member" and collectively as the "Members".

RECITALS

WHEREAS, the Company (as hereinafter defined) has been organized as an Alaska limited liability company by the filing of Articles of Organization with the Office of the Department of Commerce, Community, and Economic Development, Division of Corporations, Business, and Professional Licensing, Corporations Section of the State of Alaska in accordance with and pursuant to the Alaska Revised Limited Liability Company Act (Hereinafter the "Act"); and

WHEREAS, the Company and its Members desire to adopt this Operating Agreement so as to set forth the rights, duties and obligations of the Members of the Company in regards to the operation and management of the Company, and to provide for certain other matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Members agree as follows:

ARTICLE I
DEFINITIONS

1.01 **Definitions.** As used in this Agreement, the following terms have the following meanings:

"*Act*" means the Alaska Revised Limited Liability Company Act, and any successor statute, as amended from time to time.

"*Affiliate(s)*" means any individual, partnership, corporation, limited liability company, trust, or other entity directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control of a Member. The term "control", as used in the immediately preceding sentence, means, with respect to a corporation the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the controlled corporation, and, with respect to any individual, partnership, trust or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies thereof.

"*Agreement*" has the meaning given that term in the introductory paragraph.

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"*Business Day*" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations are closed.

"*Capital Contribution*" means any contribution by a Member to the capital of the Company.

"*Articles*" has the meaning given that term in Section 2.01.

"*Code*" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"*Company*" means **West Made LLC**, an Alaska limited liability company.

"*Interest Rate*" means a rate per annum equal to the prime commercial interest rate publicly quoted by the Company's primary lender or, if there is no such lender, the Company's primary deposit banking institution from time to time as its prime commercial or similar reference interest rate.

"*Involuntary Transfer*" shall mean a Transfer or attempted Transfer (other than to a Permitted Transferee) occurring by virtue of the bankruptcy of any Member, or by court order or attachment.

"*Membership Interest*" means the interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations and information.

"Net Distributable Cash" means with respect to any Company accounting year shall mean the taxable income for federal income tax purposes shown on the books of the Company, increased by (i) the amount of depreciation and amortization deductions taken in computing such taxable income, (ii) any non-taxable income or receipts of the Company (excluding Capital Contributions and the proceeds of any loans to the extent used to finance capital improvements and/or replacements), and (iii) any other funds (including amounts previously set aside as reserves by the Members, where and to the extent the Members no longer regard such reserves to be reasonably necessary to the efficient conduct of the Company's business) deemed available for distribution by the Members, reduced by (x) payments of principal of any loans or other obligations of the Company for borrowed money, excluding loans made by Members, (y) expenditures by the Company for the development of the Real Property or other property, for construction period interest and taxes which are capitalized and for capital improvements and/or replacements (except to the extent financed by Capital Contributions, loans or reserves previously set aside by the Company for such purposes), and (z) such reserves for capital improvements and/or replacements or repairs and to meet anticipated expenses as the Members shall deem to be reasonably necessary to the efficient conduct of the Company's business.

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"Percentage of Membership Interest" means as to any Member, the percentage in the Company shown opposite the name of such Member on Exhibit "A" attached hereto,

"*Person*" shall mean any individual, partnership, corporation, trust, or other entity.

"Property" means any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future. Real Property shall be described in Exhibit "B."

"Sharing Ratio" shall mean a Member's Units of Interest in the Company divided by the aggregate whole of all Members Units of Interest, all as set forth on Exhibit "A" and as subsequently adjusted in accordance with this Agreement.

"Substituted Member" means that Person or those Persons admitted to the Company as an additional or substitute Member(s), in accordance with Article VIII of this Agreement. A Substituted Member, upon his admission as such, shall succeed to the rights, privileges and liabilities of his predecessor in interest as a Member.

"*Transfer*", "*Transferred*" or "*Transferring*" means a sale, assignment, exchange, mortgage, pledge, gift, grant of a security interest or other transfer or encumbrance (including, without limitation, by operation of law), or the acts thereof.

"Unanimous Consent" means the complete and undisputed agreement of each Member, whether made in writing or otherwise.

"*Units of Interest*" shall mean the unit or units of Membership Interest granted to a Member, as set forth on Exhibit "A" of this Agreement, which units shall represent the Member's Membership Interest in the Company.

"*Voting Rights*" shall mean the number of votes that a Member has as a result of owning Units of Interest for the purpose of voting on any matter arising under this Agreement properly brought before the Members for a vote.

Other terms defined herein have the meanings so given them.

1.02 <u>Construction</u>. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof by their reference. The term "person" shall mean an individual, corporation, partnership, limited liability company, trust or other person or entity, as the context requires. The parties further intend that this Agreement shall be the sole source of agreement between them notwithstanding any inconsistencies between this Agreement and the Act, except to the extent this Agreement or a provision hereof is expressly prohibited by the Act.

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ARTICLE II
ORGANIZATION

2.01 **Formation.** The Company was organized as an Alaska limited liability company on September 27, 2017 by the filing of Articles of Organization (the "Articles") with the Department of Commerce under and pursuant to the Act.

2.02 **Name.** The name of the Company is "**West Made LLC**" and all Company business shall be conducted in that name or such other names as the Members may select from time to time, provided such other names comply with applicable law.

2.03 **Registered Office; Other Offices.** The registered address of the Company shall be **49190 Tote Road, Soldotna AK 99669**. The Company may have such other offices as the Members may designate from time to time.

2.04 **Business Purpose.** The business of the Company shall be to (i) engage in any lawful retail activities; and (ii) carry on any and all activities incidental or related thereto as may be lawfully conducted by a limited liability company under the laws of the State of Alaska.

2.05 **Term.** The existence of the Company commenced on the date the Articles were filed with the Department of Commerce of the State of Alaska and shall continue until it is dissolved, divided, converted, merged into another entity, or otherwise terminated in accordance with this Agreement or the Act.

ARTICLE III
MEMBERSHIP; TRANSFER OF INTERESTS

3.01 **Members.** The Members, their addresses, Capital Contributions, and Percentages of Membership Interest are set forth on Exhibit "A" attached hereto. Except as set forth on Exhibit "A" or in this Article III, or as may otherwise be required by law, no Member shall have any obligation to make any additional Capital Contributions to the Company.

(a) Representations and Warranties. Each Member represents and warrants to the Company and to each other Member that (i) the Member has duly executed and delivered this Agreement; (ii) the Member's execution, delivery, and performance of this Agreement does not conflict with any other agreement or arrangement to which the Member is a party or by which it is bound; and (iii) the Member has purchased, received or otherwise acquired its Membership Interest in the Company for investment purposes only and not with the expectation of resale.

3.02 **Membership Certificate.** Each Membership Interest in the Company may be represented by a separate membership certificate. Each such certificate shall be stamped with a legend in substantially the following form:

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"The membership interest represented by this certificate has not been registered under the Securities Act of 1933 or any state securities law (the "Securities Acts") and may not be transferred except (1) pursuant to a registration statement effective under the Securities Acts or (2) pursuant to and after delivery to the Members of WEST MADE LLC (the "Company") of an opinion of counsel reasonably satisfactory to the Members of the Company as to compliance with an exemption from the registration requirements of the Securities Acts.

The sale, transferability, right to pledge, hypothecate, assign or alienate this certificate and the membership interest represented hereby is restricted and controlled by the Company's Operating Agreement dated January 14, 2016 and shall not be transferred upon the books of the Company unless there has been full and complete compliance therewith."

3.03 General Restriction on the Transfer of an Interest.

(a) A Member may not transfer all or any part of his Membership Interest, or pledge, grant a security interest in, or otherwise encumber his Membership Interest unless all Members consent in writing. In addition, no assignment, transfer, sale, exchange or other disposition of the Membership Interest of a Member shall be made if such disposition would, in the opinion of the Members (i) cause the Company to be terminated for federal income tax purposes or to be treated as an association taxable as a corporation (rather than a limited liability company) for federal income tax purposes; (ii) violate the provisions of any federal or state securities laws; or (iii) violate the terms of (or result in a default or acceleration under) any law, rule, regulation, agreement or commitment binding on the Company.

(b) Notwithstanding the foregoing restrictions, a Member may assign all or any portion of his Membership Interest without the consent of the other Members to members of his "Family" during lifetime or at death. The term "Family" shall mean the spouse, children, and grandchildren of a Member, or any family partnership, trust, limited liability company or corporation composed solely of or owned beneficially by any of the foregoing individuals.

(c) A permitted assignee under this Section 3.03 shall only receive an Economic Interest in the Company and shall not be admitted as a Substituted Member unless all of the requirements of Section 3.05 hereof have been satisfied.

3.04 Right of First Refusal.

(a) A Member (the "selling Member") may not sell or assign such Member's Membership Interest without first offering to sell or assign all, and not less than all, of such Member's Membership Interest to all of the other Members. The selling Member shall notify all Members in writing of his intent to sell or assign such Member's interest and the price and terms thereof. Thereafter, all Members or any of them shall have thirty (30) days from the date of receipt of such notice to notify the selling Member of their desire to purchase such Membership Interest at the price and on the terms and conditions set forth in the Member's offer. If more than one Member accepts such offer, the Membership Interest shall be apportioned among the Members so accepting in proportion to their respective Percentage of Membership Interests in the Company or in such other proportion upon which they mutually agree. Settlement of any sale to the Members under this Section 3.04(a) shall be made by the selling Member and the

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applicable purchasing Members within (i) thirty (30) days after notice of desire to purchase or (ii) the time, if any, provided in the Member's offer, whichever is later.

(b) In the event none of the other Members notify the selling Member in writing that they intend to exercise their right to purchase such interest, the selling Member shall be free to seek a "bona fide offer" (as hereinafter defined) to purchase such Membership Interest from third parties. Upon receipt of a bona fide offer to purchase on terms more favorable or at a price lower than offered to the other Members, the selling Member shall offer in writing to sell and assign such Membership Interest to the other Members upon the terms and conditions set forth in the bona fide offer, with a complete copy of the bona fide offer attached. The other Members or any of them shall have fifteen (15) days from receipt of written notice of such bona fide offer within which to notify the selling Member of their intent to exercise their right of first refusal to purchase such Membership Interest upon the terms and conditions of the offer. If more than one Member accepts such offer, the Membership Interest shall be apportioned among the Members so accepting according to Section 3.04 (a) hereof. For purposes of this Section 3.04 (b), the term "bona fide offer" shall mean and constitute an offer in writing from an outside purchaser (i.e., a person who is not directly or indirectly related to or affiliated with the selling Member and who is financially capable of carrying out the terms of the offer) which (i) sets forth all relevant terms and conditions of the purchase, (ii) is to be accompanied by a good faith deposit equal to five percent (5%) of the proposed consideration to be paid for the Membership Interest, (iii) is in a form legally enforceable against the outside purchaser, and (iv) the consideration to be paid for the Membership Interest must be cash only, payable at settlement or on a deferred basis. Settlement of any sale to the other Members under this Section 3.04 (b) shall be made by the selling Member in accordance with those terms provided in Section 3.04 (a).

(c) In the event no Member exercises the right to purchase under Section 3.04(b) within the fifteen (15) day period, the selling Member may sell and assign such Membership Interest to the prospective purchaser but only in accordance with the terms of the bona fide offer. The prospective purchaser shall only receive an Economic Interest in the Company and shall not be admitted as a Substituted Member unless all of the requirements of Section 3.05 hereof have been satisfied.

3.05 <u>Substituted Member</u>

(a) An assignee or successor to all or any portion of a Membership Interest of a Member shall become a Substituted Member in place of his assignor only upon satisfaction of the following conditions:

(i) Except as otherwise provided in Section 3.05(d) below, all of the nonassigning Members consent to the admission of the assignee as a Substituted Member;

(ii) The assignor and assignee file a Notice or other evidence of transfer and such other information reasonably required by each of the Members, including, without limitation, names, social security numbers or employer identification numbers, addresses and telephone numbers of the assignor and assignee;

(iii) The assignee agrees to be bound by the terms and conditions of the Articles and this Agreement and executes such other documents as may be reasonably requested by the Members including without limitation, all documents necessary to comply with applicable tax and/or securities rules and regulations; and

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(iv) The assignor or assignee pays all costs and fees incurred or charged by the Company to effect the transfer and substitution, including without limitation counsel fees in connection with any opinion the Members may determine to be prudent to obtain in connection with such transfer and substitution.

(b) If an assignee of a Member does not become a Substituted Member pursuant to this Section 3.05 the assignee shall not have any rights to require any information on account of the Company's business, to inspect the Company's books, to participate in the management or operation of the Company, or to vote or otherwise take part in the affairs of the Company.

(c) Unless named in this Agreement, or unless admitted to the Company as above provided in this Article III, no Person shall be considered a Member, and the Company, each Member, and any other Persons having business with the Company need deal only with Members so named or so admitted and shall not be required to deal with any other Person by reason of an assignment by a Member or by reason of the death of a Member, except as otherwise provided in this Agreement. In the absence of substitution of a Member for an assigning or deceased Member, any payment to a Member or to the successors, assigns, executors, administrators or personal representatives of a Member shall acquit the Company of all liability to any other Persons who may be interested in such payment by reason of an assignment by such Member, by reason of the dissolution or death of such Member, or otherwise

(d) Notwithstanding anything to the contrary in this Agreement, (i) the assignees of a Member as a result of such Member's death or total disability shall automatically become Substituted Members of the Company; and (ii) a Member of the Company and/or all assignees falling within the definition of his Family who are admitted as a Substituted Member under this Section 3.05 shall, in the aggregate, be entitled to only one (1) vote on all Company matters

3.06 <u>Rights of Assignee of Economic Interest.</u>

(a) An assignee of an Economic Interest shall be entitled to receive, to the extent assigned, only distributions to which the assignor otherwise would be entitled while such assignment remains in effect. Such assignee, however, will be responsible for all obligations, including, without limitation, the obligation to make additional Capital Contributions upon a call pursuant to Section 4.02 herein. An assignee of an Economic Interest shall not be entitled to participate in the management or affairs of the Company or to be admitted as a Member or exercise any rights of a Member unless admitted as a Substitute Member pursuant to Section 3.05 hereof.

(b) Except as otherwise expressly provided in this Article III or by applicable law, no assignment of an Economic Interest shall be effective for any purpose nor shall the Company be obligated in any manner to an assignee of an interest until the Company has received notice of such assignment.

(c) Whether or not admitted as a Substitute Member, each assignee of an Economic Interest shall be fully bound by all limitations set forth in this Article III with respect to any further assignment.

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3.07 Resignation of Member. A Member may resign upon not less than six (6) months prior written notice to each Member at his address on the books of the Company. Except as otherwise provided in this Article III, upon resignation, any resigning Member is entitled to receive any distribution to which he is entitled under this Agreement. If not otherwise provided in this Agreement, a resigning Member shall also be entitled to receive within reasonable time after resignation the fair value of his Membership Interest as of the date of resignation.

ARTICLE IV
MEMBER LOANS; CAPITAL CONTRIBUTIONS

4.01 Loans and Advances.

(a) In the event that at any time the Company must raise required additional funds in excess of Capital Contributions, then the Members, acting for and on behalf of and in the name of the Company, may cause the Company to borrow such required additional funds, at then prevailing interest rates, from commercial banks, savings and loan associations and/or other lending institutions.

(b) In the event the Company is unable to borrow such required additional funds, one or more of the Members may elect to loan such funds to the Company. Any such loan by a Member shall not increase such Member's Capital Contribution and shall not entitle such Member to any increase in its share of the distributions of the Company. The amount of any such loan shall be an obligation of the Company and shall bear interest at the Prime Rate, and the principal balance of such loan shall be repaid to such Member out of Net Distributable Cash in accordance with the provisions of Section 5.03 hereof.

4.02 Additional Capital Contributions.

(a) In the event that at any time funds in excess of (i) Capital Contributions made by the Members, (ii) available loan proceeds from lending institutions, (iii) loans from Members, and (iv) other receipts of the Company, are required to pay all or any part of the operating costs, obligations, liabilities or expenditures of the Company or to pay all or any part of the interest and principal due under any loan made to or for the benefit of the Company, then upon Unanimous Consent of the Members, each Member shall contribute to the capital of the Company his proportionate share of such required additional funds. Each Member's share of such required additional funds shall be in accordance with and pro rata in proportion to such Member's Percentage of Membership Interest in the Company.

(b) (i) The failure by any Member to make any additional capital contribution within fifteen (15) days after demand therefor has been given by the Company shall constitute an event of default by such Member under this Agreement. In case of a default by a Member, the nondefaulting Members shall each make an additional capital contribution to the Company in an amount computed as follows: (a) the proportion that a nondefaulting Member's Percentage of Membership Interest bears to the Percentage of Membership Interest of all nondefaulting Members, (b) multiplied by the amount of money that the defaulting Member failed to contribute.

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(ii) After an event of default and payment by the nondefaulting Members as set forth above, the defaulting Member shall repay to the nondefaulting Members the amounts advanced on such Member's behalf, together with interest thereon at the Prime Rate plus three percent (3%) per annum. Repayment of such advances shall constitute the personal obligation of the defaulting Member and, if not sooner paid, shall be repaid from the amount of any payment otherwise available to be made to the defaulting Member from Net Distributable Cash or from any other distribution which would otherwise be made to the defaulting Member under the provisions of this Agreement, until all such amounts so advanced, with interest thereon at the rate set forth above, shall have been repaid in full. It is the intention of the Members that the Membership Interest of a defaulting Member shall serve as collateral to the nondefaulting Members for satisfaction by a defaulting Member of his obligations to the nondefaulting Members hereunder, and the nondefaulting Members shall be entitled to bring an action in law or in equity as a creditor of the defaulting Member to collect all amounts to which the nondefaulting Members are entitled hereunder, plus all costs and expenses of maintaining such suit, including, without limitation, reasonable attorney's fees.

4.03 **Member Intent.** With respect to Section 4.01 and 4.02 hereof, the Members acknowledge and agree as follows:

(a) To the extent that the Company must raise required additional funds for any reason, it is the Members' intent that such funds should generally be raised by borrowing funds in the following order of priority: (i) loans from financial institutions, and (ii) loans from Members, rather than from additional Capital Contributions, unless the Members elect to raise such funds under the other applicable provisions of Section 4.01 and 4.02.

(b) The interest rate of the Prime Rate plus three percent (3%) is a commercially reasonable rate of interest for all purposes of this Article IV.

(c) Interest on any loan between the Company and any Member and made pursuant to Section 4.02 shall be compounded semi-annually.

(d) The provisions of this Article IV are not intended to be for the benefit of any creditor or other person (other than the Members in their capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise has a claim against) the Company or the Members, and no such creditor or other person shall obtain any rights under any of such provisions or shall by reason of any such provisions make any claim in respect to any debt, liability or obligation (or otherwise) against the Company or the Members.

4.04 **No Increase of Percentage of Membership Interest.** Except as otherwise provided in this Agreement, no loan or loans made by any Member to the Company shall increase or decrease any such Member's Percentage of Membership Interest.

4.05 **Capital Accounts.** The Company shall establish and maintain a separate Capital Account for each Member in accordance with Exhibit "C" attached hereto and incorporated herein by reference.

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4.06 **Return of Capital Account.** Except as otherwise specifically provided in this Agreement, (i) no Member shall have any right to withdraw or reduce his Capital Contributions, or to demand and receive property other than cash from the Company in return for such Member's Capital Contribution, (ii) no Member shall have any priority over any other Members as to the return of their Capital Contributions, and (iii) any return of Capital Contributions or Capital Accounts to the Members shall be solely from the Company Assets, and no Member shall be personally liable for any such return.

ARTICLE V
ALLOCATIONS AND DISTRIBUTIONS

5.01 **Limited Liability.** Except as expressly provided in this Agreement, no Member (in his capacity as a Member) shall be personally liable for losses, costs, expenses, liabilities or obligations of the Company in excess of such Member's Capital Contribution required under Article IV hereof. The foregoing shall not affect any liability which a Member may incur if such Member undertakes additional obligations to the Company, to the Members or to third parties in a capacity other than as a Member.

5.02 **Allocations of Profits and Losses.** The allocation of profits and losses of the Company to the Members shall be made in accordance with the provisions of Exhibit "C" attached hereto.

5.03 **Distributions.**

(a) Net Distributable Cash. At the end of each Company accounting year (or more frequently if the Members so determine), the Members shall determine the amount of Net Distributable Cash available for distribution, if any, and shall distribute Net Distributable Cash in the following order of priority:

(i) In payment of loans of the Company owing to the Members. If more than one Member has loaned funds to the Company, the repayment of such loans by the Company out of Net Distributable Cash shall be made on a pari passu basis (i.e. proportionally) to the Members in the proportion that the then principal and interest balance of a Member's loan bears to the then principal and interest balance of all Member loans.

(ii) In payment to all Members in accordance with and pro rata in proportion to their respective Percentage of Membership Interests in the Company.

(b) Notwithstanding the provisions of Section 5.03(a) hereof, in the event Net Distributable Cash shall result from the dissolution or liquidation of the Company, any such Net Distributable Cash shall be distributed to the Members in the following order of priority:

(i) In payment of loans of the Company owing to the Members. If more than one Member has loaned funds to the Company, the repayment of such loans by the Company out of Net Distributable Cash shall be made on a pari passu basis (i.e. proportionally) to the Members in the proportion that the then principal and interest balance of a Member's loan bears to the then principal and interest balance of all Member loans.

(ii) In payment to all Members in accordance with and pro rata in proportion to their respective Capital Account balances in the Company.

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(c) Each partner shall be entitled to reimbursement for the reasonable and necessary expenses incurred by the partner on behalf of the partnership. In order to receive reimbursement, a partner must submit a written itemized report of all expenses for which reimbursement is sought, submit the expense reports to the other partners and enter the expense report with partnership books and records.

5.04 Restrictions on Distribution.

(a) No distribution may be made by the Company if after giving effect to the distribution: (i) the Company would not be able to pay its debts as they became due in the usual course of business, or (ii) the Company's total assets would be less than the sum of its total liabilities plus, unless this Agreement provides otherwise, the amount that would be needed if the Company were to be dissolved at the time of the distribution to satisfy the preferential rights upon dissolution of Members, whose preferential rights are superior to the rights of Members receiving the distribution.

(b) The Company may base a determination that a distribution is not prohibited under this Section 5.04(A) either on: (i) financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances or (ii) a fair evaluation or other method that is reasonable in the circumstances.

(c) The effect of a distribution under this Section 5.04(A) is measured as of (i) the date the distribution is authorized if the payment occurs within one hundred twenty (120) days after the date of authorization or (ii) the date the payment is made if it occurs more than one hundred twenty (120) days after the date of authorization.

5.05 Liability for Distribution. At the time a Member becomes entitled to a distribution such Member has the status of and is entitled to all remedies available to a creditor of the Company with respect to the distribution.

ARTICLE VI
MANAGEMENT

6.01 Management By Members

(a) Subject to and limited to the provisions of this Agreement, including but not limited to Section 6.03, the Members (i) shall have the authority, discretion, obligation and responsibility to manage and control the affairs of the Company to the best of their ability, (ii) shall use their reasonable best efforts to carry out the business of the Company, and (iii) shall oversee the day-to-day affairs of the Company and shall make all decisions and take all actions with respect thereto.

(b) Subject to Section 6.03, Unanimous Consent of the Members shall be required prior to any action by any Member or agent with respect to all decisions affecting the business of the Company, including, but not limited to, the following: (i) amendment, modification, termination or waiver of rights under this Agreement; (ii) executing a recourse or a confessed judgment promissory note or otherwise confessing a judgment against the Company in

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connection with any threatened or pending legal action; (iii) admitting any other person as a Member; or (iv) commencement of any litigation or arbitration proceedings involving the Company and settlement of any such proceedings. In the event that any Member shall fail to respond within ten (10) days to a request for such consent, such Member shall conclusively be deemed to have acquiesced to the proposed action.

(c) Subject to the Unanimous Consent requirement set forth in Section 6.01 (b), either of the Members may execute, for and on behalf of the Company, deeds absolute, mortgages, (including, without limitation, deeds of trust, financing statements, chattel mortgages, pledges, conditional sales contracts, and similar security instruments), leases, contracts, dedications of or easements on all or any part of the Real Property, promissory notes, or other legal documents, all of which instruments when so executed by either of the Members shall be valid and binding upon the Company without any liability or obligation on the part of any purchaser, lender, title company or other third party to see the application of any money or property paid or delivered or the authority of the signatory Members to so act.

6.02 Authority to Bind the Company. Except as otherwise provided by this Agreement or by Unanimous Consent of the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by Unanimous Consent of the Members to act as agent of the Company in accordance with the previous

6.03 Limitations on Authority. No Member shall have any authority to perform (i) any act in violation of any applicable law or regulation thereunder, (ii) any act in contravention of this Agreement or failing to do any act required by this Agreement, (iii) any act which would make it impossible to carry on the ordinary business of the Company, or (iv) any act without any consent or ratification which is required to be consented to or ratified by the Members pursuant to any provisions of this Agreement.

6.04 No Compensation; Reimbursement for Expenses. No Member shall be paid any direct salary or other compensation for managing or supervising the affairs of the Company unless the salary has been approved in writing by a Majority of the Members. Except as otherwise set forth in this Agreement, the Members shall be fully and entirely reimbursed by the Company for any and all direct and indirect costs and expenses incurred in connection with the formation of the Company, the operation of the Real Property and the management and supervision of the Company's business. With respect to any such reimbursement, such Member shall present the Company with such invoices as are necessary to substantiate such costs and expenses.

6.05 Liability for Acts and Omissions.

(a) The Members shall not be liable, responsible or accountable in damages or otherwise to the Company or any of the other Members for any act or omission performed or omitted in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority granted by this Agreement and in the best interests of the Company, but shall be so liable, responsible or accountable for fraud, gross negligence,

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intentional misconduct or any breach of their fiduciary duty with respect to such acts or omissions.

(b) The Company shall indemnify the Members (to the extent of available assets, but without the requirement that any Member make additional Capital Contributions for this purpose) against any loss or damage incurred by the Members by reason of any act or omission performed or omitted by them (or their employees or agents) in good faith on behalf of the Company and in a manner reasonably believed by the Members to be within the scope of the authority granted to them by this Agreement and in the best interests of the Company (but not, in any event, any loss or damage incurred by reason of fraud, gross negligence, intentional misconduct or breach of the Members' fiduciary duty with respect to such act or omission).

6.06 Indemnification of Employees and Agents. The Company, by adoption of a resolution consented to by the Members, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Members under this Agreement.

6.07 Cross Indemnification Rights Among Members.

(a) To the extent that any Member (the "Member Guarantor") expressly undertakes individual, joint and several liability for any debt, liability or other obligation of the Company (a "Guaranteed Obligation") the Members agree to assume and undertake liability for such guaranteed obligation in the same proportions that the Percentage of Membership Interest owned by each Member bears to the total Percentage of Membership Interests owned by all Members (a Member's "Proportionate Share").

(b) The following contribution rights shall govern among the Members with respect to any amounts incurred or paid by or collected from a Member Guarantor or other value given by or recovered from a Member Guarantor but only to the extent incurred, paid, collected, given or recovered in accordance with and as required by the terms of the Guaranteed Obligation regardless of whether the aggregate of all such amounts or value results in full satisfaction or discharge of the Guaranteed Obligation. (i) Each Member (in any applicable circumstances the "Indemnitor") shall indemnify, save and hold harmless each Member Guarantor (the "Indemnitee") from and against (and will pay when and as due and payable but in any event upon demand made) all liabilities, debts, claims, demands, judgments or other obligations paid, incurred, threatened or collected from the Indemnitee in excess of the Indemnitee's Proportionate Share of such liabilities, debts, claims, demands, judgments or other obligations. (ii) It is the purpose and intent of this Section 6.07 that each Member bear whatever sums or other value are paid or incurred by or collected from any Member Guarantor in the aggregate incidental to the Guaranteed Obligation in proportion to such Member's respective Proportionate Share regardless of whether the amount paid or incurred by or collected from any Indemnitee is discharged as against the Indemnitor as a result.

(c) An Indemnitee shall be entitled to recover from Indemnitor all legal costs or expenses, including attorneys' fees incurred by him to enforce such Member's rights hereunder, or to collect any sums due from Indemnitor hereunder.

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(d) The rights and obligations set forth in this Section 6.07 may be varied with the express written agreement of the Member Guarantors with respect to any Guaranteed Obligation. Absent such written agreement, the terms of this Section 6.07 shall govern.

ARTICLE VII
ACCOUNTING AND REPORTS

7.01 Books and Records. The Members shall maintain at the office of the Company full and accurate books of the Company showing all receipts and expenditures, assets and liabilities, profits and losses, names and current addresses of Members, and all other records necessary for recording the Company's business and affairs. All Members and their duly authorized representatives shall have the right to inspect and copy any or all of the Company's books and records, including books and records necessary to enable a Member to defend any tax audit or related proceeding, during reasonable hours upon three (3) business days notice to the other Members, and shall have, on demand, true and full information of all matters affecting the Company.

7.02 Annual Audit and Tax Matters.

(a) The books and records of the Company shall be kept on the accrual basis or such other accounting method selected by the Members. The accounts of the Company shall be audited or reviewed by the Company's accountants at such time that the Members may deem it necessary or desirable. Any Member shall further have the right at any time to a private audit of the books and records of the Company, provided the audit is made at the expense of the Member desiring it and is made at a reasonable time after due notice.

(b) Jonas West, or such other Member as he shall designate in writing, is hereby designated as the Member over tax matters for purposes of Section 6231 of the Code and she shall prepare or cause to be prepared, all tax returns required of the Company at the Company's expense.

7.03 Reports and Notices.

(a) The Members shall each be provided with the following reports no later than the dates indicated or as soon thereafter as circumstances permit: (i) by March 31 of each calendar year, a complete copy of IRS Form 1065 and all Schedule K-ls attached thereto, or similar forms as may be required by the IRS, stating each Member's allocable share of income, gain, loss, deduction or credit for the prior Fiscal Year; and (ii) to the extent authorized to be prepared by the Members, by May 31 of each calendar year, a balance sheet and the related statements of income, cash flow, Members' capital and changes in financial position.

(b) The Members shall also be given prompt notice of any and all notices received from the Internal Revenue Service concerning the Company, including, without limitation, any notice of audit, any notice of action with respect to a revenue agent's report, any notice of a 30-day appeal letter and any notice of a deficiency in tax concerning the Company's federal income tax return and will furnish each Member with status reports regarding any negotiation between the Internal Revenue Service and the Company.

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7.04 Company Funds. The Members shall have total fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in their direct or indirect possession or control. The funds of the Company shall not be commingled with the funds of any other Person, and no Member shall employ such funds in any manner except for the benefit of the Company. All funds of the Company not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the Members shall determine, and withdrawals shall be made only in the regular course of Company business by the Members.

ARTICLE VIII
RESTRICTIVE COVENANTS

8.01 Confidential Information. As used this Article IX, "*Confidential Information*" shall mean any non-public and confidential information from or about the Company and any subsidiary of the Company, or the business of the Company including, but not limited to financial, sales, operations and marketing information, product and service information, technical information, contracts, personnel data, customer lists and information regarding current or prospective customers, vendor lists and information regarding current or prospective vendors, business plans, know-how, and any other information disclosed by the Company or any of its Members, Managers, officers, employees, contractors, agents, or representatives, to the Restricted Party (as that term is hereinafter defined), regardless of whether such information is reduced to writing and irrespective of the form of the communication, and also includes all notes, analyses, compilations, studies, or other material prepared by any party containing, or based in whole or in part on, any Confidential Information. "*Confidential Information*" shall also include the fact that such non-public and confidential information has been disclosed by the Company or received by the Restricted Party. Failure of the Company to identify or mark any information disclosed to any Restricted Party as "confidential," "proprietary," "secret," or with other words of similar import shall not result in such information being deemed not "*Confidential Information*" for purposes of this Agreement.

Notwithstanding the foregoing, "*Confidential Information*" shall not include information that: (a) is or becomes part of the public domain other than through a breach of the restrictive covenants of this Article; (b) the Restricted Party can demonstrate was lawfully in his possession at the time of its disclosure; or (c) is required to be disclosed by law or legal process (provided that, prior to any such disclosure, Restricted Party complies with the requests of Section 9.11 hereof).

8.02 Restricted Party. For purposes of this Article, the term "*Restricted Party*" shall mean any Member of the Company and their Affiliates, successors, assigns, agents, and/or representatives.

8.03 Non-Disclosure and Use. The Restricted Party shall maintain all Confidential Information disclosed to him or her by the Company or any other party, in strict confidence, and shall use such Confidential Information only in furtherance of the business of the Company. The Restricted Party shall use the same degree of care to avoid unauthorized disclosure and

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unauthorized use of such Confidential Information as he or she employs with respect to his or her own confidential information, but in no event less than reasonable care.

8.04 **Ownership; No License.** All Confidential Information, including all tangible manifestations of Confidential Information and all copies and reproductions thereof, shall remain solely the property of the Company and shall be returned upon demand, and, in any event, immediately upon the Restricted Party's ceasing to be a Member of the Company. The Restricted Party shall not, by virtue of this Agreement or the provision of Confidential Information, acquire any right or license, express or implied, with respect to any patent, copyright, trademark, discovery or improvement, or any application therefore, of the Company. All materials containing or incorporating Confidential Information into analyses, compilations, comparisons, studies or other documents prepared by the Restricted Party or his representatives shall constitute Confidential Information and shall be the sole property of the Company.

8.05 **Severability.** The covenants, provisions and sections of this Article and this Agreement are severable, and in the event that any portion of this Article or this Agreement is held to be unlawful or unenforceable, the same will not affect any other portion of this Agreement, and the remaining terms and conditions or portions thereof will remain in full force and effect. The provisions of this Article will be construed in such case as if such unlawful or unenforceable portion had never been contained in this Article or this Agreement, in order to effectuate the intentions of the parties in executing this Agreement.

8.06 **Compliance with Legal Process.** In the event that the Restricted Party or any of his representatives become legally compelled to disclose any Confidential Information, such Restricted Party shall promptly notify the Company in writing of such compelled disclosure prior to such disclosure so that the Company may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Article. The Restricted Party agrees to cooperate with and assist the Company in connection with any such proceedings. In the event that such protective order or other remedy is not obtained, or that the Company waives compliance with the provisions of this Agreement, the Restricted Party and his representatives shall furnish only that portion of the Confidential Information that it is legally required to disclose, and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

ARTICLE IX
TAXES

9.01 **Tax Returns.** The Members shall cause to be prepared and filed all federal and state income tax returns for the Company, including making the elections described in Section 10.02. Each Member shall furnish all pertinent information in its possession relating to Company operations, if any, which is necessary to enable the Company's income tax returns to be prepared and filed.

9.02 **Tax Elections.** To the extent permitted by applicable tax law, the Company shall make the following elections on the appropriate tax returns:

(a) to adopt such tax year as the Member-Managers may select;

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(b) to adopt such accounting method as the Member-Managers may select and to keep the Company's books and records in accordance with such method;

(c) to elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company as the Member-Managers may select so long as such election is permitted by the Code, and

(d) any other election, including whether to elect to have the Company treated as a S-Corporation, the Members may deem appropriate and in the best interests of the Members.

ARTICLE X
DISSOLUTION, LIQUIDATION, AND TERMINATION

10.01 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

(a) the vote of a majority of the Members;

(b) the expiration of the period, if any, fixed for the duration of the Company in this Agreement or the Articles; or

(c) entry of a decree of judicial dissolution of the Company pursuant to the Act.

10.02 Liquidation and Termination. On dissolution of the Company, one or both Members shall act as liquidator or may appoint one or more other persons as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties and assets with all of the power and authority of a Member-Manager. The steps to be accomplished by the liquidator are as follows:

(a) as promptly as possible after final liquidation, the liquidator shall cause a proper accounting of the Company's assets, liabilities, and operations through the last day of the calendar month in which the final liquidation is completed to be performed by a certified public accounting firm of the liquidator's choosing;

(b) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation and any advances described in Section 4.05) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator

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may reasonably determine), all in accordance with such provisions of the Act as may be applicable; and

(c) all remaining assets of the Company shall be distributed to the Members in proportion to their Sharing Ratios.

10.03 Certificate of Dissolution. On completion of the distribution of Company assets as provided herein, one or both Member-Managers (or such other person or persons as the Act may require or permit) may file a Certificate of Dissolution with the Department of Commerce, Corporations Section, State of Alaska, cancel any other filings made pursuant to Section 2.05, and take such other actions as may be necessary, to terminate the Company.

ARTICLE XI
GENERAL PROVISIONS

11.01 Right of Offset. Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

11.02 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission with proof of receipt; and a notice, request, or consent given under this Agreement is effective on receipt by the person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit "A", or such other address as that Member may specify by notice to the other Members, or to such other address as may be required in this Agreement. Any notice, request, or consent to the Company must be given to the Company at 10672 Kenai Spur Hwy, Kenai, AK 99611, or such other address as the Company may direct from time to time. Whenever any notice is required to be given by law, the Articles or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.03 Entire Agreement; Supersedure. This Agreement constitutes the entire agreement of the Members and their Affiliates relating to the operation of the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

11.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare

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any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

11.05 Amendment or Modification. This Agreement may be amended or modified from time to time only by written agreement adopted by a majority vote of the Members; provided, however, that (a) an amendment or modification reducing a Member's Voting Rights (other than to reflect changes otherwise provided by this Agreement) is effective only with that Member's consent; (b) an amendment or modification reducing the required Voting Rights or other measure for any consent or vote in this Agreement is effective only with the consent or vote of all of the Members having the applicable Voting Rights or other measure theretofore required; and (c) an amendment or modification to all or any part of Articles III, VI, VII and VIII is effective only with the unanimous consent or vote of all of the Members.

11.06 Binding Act. Subject to the restrictions on Transfers set forth in this Agreement, this Agreement is binding on and inures to the benefit of the Members and their respective heirs, executors, personal representatives, successors, and permitted assigns.

11.07 Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ALASKA EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT WOULD REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

11.08 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

11.09 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

11.10 No Third Party Benefit. The provisions hereof are solely for the benefit of the Company and its Members and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the Company or any other person.

11.11 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of the property of the Company.

11.12 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

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WEST MADE LLC
OPERATING AGREEMENT
EXHIBIT "A"

MEMBER INFORMATION

Member Name and Address	Capital Contribution	Units of Interest Percent	Voting
Fred West 49190 Tote Road, Soldotna, AK 99669	**$25,000** **In contribution and services**	**50.0**	**50%**
Jonas West 49190 Tote Road Soldotna, AK 99669	**$25,000** **In contribution and services**	**50.0**	**50%**

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date and year first written above.

Company:

WEST MADE, LLC

By: _____
Fred West, Member

By: _____
Jonas West, Member

Members:

ALL SIGNATURES NEED WITNESSED

_____
Fred West

_____
Witness

_____
Jonas West

_____
Witness

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