Alaska Business License # **1032945**

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

RASPBERRY ROOTS

12651 SCHOONER DRIVE ANCHORAGE AK 99515

owned by

RASPBERRY ROOTS, LLC

is licensed by the department to conduct business for the period

March 13, 2017 through December 31, 2018
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting
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

Received by AMCO 8.22.18

THE STATE of ALASKA

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

COR

FOR DIVISION USE ONLY

Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to *www.Corporations.Alaska.Gov* and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important: AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
— *AS 10.50.765*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— *AS 10.50.860-.870*

2. Fee: ☒ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)

Mail this form and the non-refundable $25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information: AS 10.50.765

Entity Name: Raspberry Roots, LLC

Alaska Entity Number: 10036166

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4. REMOVE from Record:

AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials:

AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
Kimberley Kole	12651 Schooner Dr. Anchorage AK 99515	45	X	X
Jerry Workman	501 Raspberry Rd. Anchorage AK 99518	55	X	X

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature:

AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: Kimberley A Kole Date: 7/5/18

Printed Name: Kimberley A. Kole

Title of Authorized Signer: ☒ Member ☒ Manager ☐ Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

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

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State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

Entity Information	Enter your entity information as it appears on this filing.
Entity Name:	Raspberry Roots, LLC
AK Entity #:	10036166

Contact Person	Whom may we contact with any questions or problems with this filing?
Company:	JDW, LLC
Contact:	Jana Weltzin
Mailing Address:	Address: 3003 Minnesota Dr. #201
	City: Anchorage State: AK ZIP: 99503
Phone:	907-231-3750
Email:	jana@jdwcounsel.com

Document Return Address	Provide an address for the return of your filed documents.
☒ Return my filings to the address provided **ABOVE**	
☐ Return my filings to this address provided **BELOW**	
Company:	
Contact:	
Mailing Address:	Address:
	City: State: ZIP:

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Alaska Entity #10036166

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

Raspberry Roots, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **February 25, 2016**.

Chris Hladick
Commissioner

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The AMENDED and RESTATED Operating Agreement of Raspberry Roots, LLC

An Alaska Limited Liability Company

Raspberry Roots, LLC
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Operating
Agreement of
Raspberry Roots,
LLC

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Securities Law Disclosure

The Membership Interests or percentages of ownership of Raspberry Roots LLC *(Company)* have not been and will not be registered under the Securities Act of 1933, as amended *(Securities Act);* under any other federal securities laws; or under the securities laws of any state. The Membership Interests or percentages of ownership are offered and sold without registration based on exemptions from the registration requirement of the Securities Act and laws and regulations enacted by the Securities and Exchange Commission .

The Company will not be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, and will not file reports, proxy statements, or other information with the Securities and Exchange Commission or with any state securities commission.

The Limited Liability Company Membership Interests of the Company may not be offered for sale, sold , pledged, or otherwise transferred unless registered or qualified under applicable securities laws , or unless exempted from registration or qualification. Counsel for the owner of the Interest must appropriately register or qualify that Interest or establish any applicable exemption from registration or qualification; this opinion of counsel must be reasonably satisfactory to the Company.

No Member may register any Interest in the Company under any federal or state securities law without the express written consent of all Members.

The Members understand that some of the restrictions inherent in this form of business, and specifically set forth in this Agreement, may have an adverse impact on the fair market value of the Membership Interests if a Member attempts to sell or borrow against the Membership Interest in the Company.

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Member Acknowledgment

By signing this Agreement, each Member agrees to the following provisions.

Exempt from Registration

Investment in the Member's Interest *(Interest)* in the Company involves a high degree of risk and is suitable only for sophisticated investors . Interests are being offered in reliance upon one or more exemptions from registration under the Securities Act, and any Securities Act of Alaska.

Member's Personal Investment

The Member is purchasing the Interest for the Member's own investment and with no intent to distribute or resell to any other person.

Registration or Opinion of Counsel before Transfer

In addition to other prohibitions and restrictions on transfer under this Agreement, the Interest will not be sold publicly without registration under the Securities Act and any applicable state securities law. Before any public sale, the selling Member must first obtain opinion of counsel that registration is not required in connection with any transaction; this opinion must be satisfactory to the Company. In no event may any Interest be sold within twelve (12) months of original issue to that Member.

Member's Principal Address

This Agreement notes each Member ' s principal address. Each Member shall notify the Company in writing within five (5) days of any change to this address.

Access to Facts

Each Member has had and continues to have access to all material facts regarding the Interest and is satisfied as to the advisability of making this investment.

No Right to Registration

No Member may require the Company to register any Interest under federal or state securities laws at any time, or to join in any future registration.

Hold Harmless

Each Member agrees to hold the Company and its Members, Member Principals, Organizers, controlling Persons (as defined in the Securities Act), and any persons affiliated with any of them or with the distribution of the Interest, harmless from all expenses, liabilities , and damages (including reasonable attorneys' fees) arising from a disposition of the Interest **in** any manner that violates the Securities Act, any applicable state securities law, or this Agreement.

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Raspberry Roots, LLC

an Alaska Limited Liability Company

Article One
Company Formation

Section 1.01 The Limited Liability Company

This Agreement, dated _____, supersedes any previous operating agreements for this company and sets forth the rights, duties, obligations, and responsibilities of the Members regarding the Company. The Company became effective upon the filing of Articles of Organization, as required by the State of Alaska, on February 25, 2016. The Members and their percentages of ownership are identified in the schedule attached to this Agreement as Exhibit A

In consideration of the mutual promises, obligations, and agreements set forth in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

Section 1.02 The Company's Name

The Company's name is Raspberry Roots, LLC. The Members may change the name of the Company or operate the Company under different names.

Section 1.03 Tax Classification as a Partnership

The Members intend to establish an entity that is subject to taxation as a partnership or as directed by the majority of the members.

Section 1.04 Company's Purpose and Scope

The Company is organized to conduct any lawful purpose permitted under the Act.

In order to accomplish these purposes, the Company may:

> own, acquire, manage, manufacture, cultivate, retail, develop, operate, buy, sell, exchange, finance, refinance, and otherwise deal with real, personal, tangible, and intangible property, and any type of business, as the Members determine from time to time to be in the best interests of the Company; and
>
> conduct any lawful business and investment activity permitted under the laws of Alaska and in any other jurisdiction in which the Company may have a business or investment interest in order to accomplish these objectives.

The Company may engage in any other activities that are related or incidental to these purposes, as the Members may determine with sole and absolute discretion.

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Section 1.05 The Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is:

501 Raspberry Road
Anchorage, Alaska 99518

or where the Members otherwise determine . The records maintained by the Company must include all records that the law requires the Company to maintain. The Company must maintain a records office in any jurisdiction that requires a records office and the Company must maintain all records required by applicable law at each records office.

Section 1.06 Registered Agent and Registered Office

The Company's registered agent is Jana Weltzin (JDW, LLC), JDW LLC and the Company's registered office is located at the same agent's office:

3003 Minnesota Drive Suite 201
Anchorage, Alaska 99503

Section 1.07 The Company's Term

The Company' s duration is perpetual. The Company began on February 25, 2016 and continues until terminated or dissolved by this superseding Agreement.

Section 1.08 Venue

Venue for any dispute arising under this Operating Agreement or any disputes among any Members or the Company will be in the county of the Company's Registered Office.

Article Two
Tax Matters

Section 2.01 Tax Classification

Unless the Members elect not to be treated as a partnership for federal income tax purposes, the federal income tax basis of a Member's Membership Interest and all other matters relating to the distributive share and taxation of items of income, gain, loss, deduction, depreciation, and credit will be as established by Internal Revenue Code Subchapter K.

Section 2.02 Legal and Accounting Costs for Tax Matters

The Company must pay all legal and accounting costs associated with any Internal Revenue Service proceeding regarding the Company's tax returns.

(a) Discretion as to Tax Matters

The Company shall notify all of the Members upon receipt of any notice regarding any examination by any state, federal, or local authority regarding the Company's tax compliance . Subject to its fiduciary duty to the Members, the Company may determine whether to contest any

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proceedings, how to pursue any proceedings, and whether and on what terms to settle any dispute with the Internal Revenue Service.

(b) Tax Classification as a Partnership

Unless the Members unanimously elect not to be treated as a partnership for federal income tax purposes, the Company shall take all steps reasonably necessary to classify the Company as a partnership for tax purposes under the Code and Regulations.

The Company shall, if appropriate, prepare and file any forms necessary or appropriate to classify the Company as a partnership under the laws of any jurisdiction in which the Company transacts business.

Section 2.03 Tax Elections

The Members must make any applicable or available tax elections on behalf of the Company by unanimous vote-including any decision to change the tax classification of the company from partnership to corporation, or from corporation to partnership.

Article Three
Membership Interests

Section 3.01 Membership Interest in the Company

Each Member's Membership Interest is the percentage interest in the attached Exhibit A. The Company shall maintain a correct record of all Members and their Membership Interests together with amended and revised schedules of ownership caused by changes in the Members and changes in Membership Interests.

Section 3.02 Valuing Membership Interests in the Company

For all purposes, the value of the Company as an entity and of Membership Interests will be their respective fair market values. Any dispute, contest, or issue of fair market value will be resolved by a written Qualified Appraisal by a Qualified Appraiser selected by the Members.

Article Four
Company Management

Section 4.01 Management by its Members

The Company is a manager-managed Alaska limited liability company. As such, it shall be governed, operated and managed pursuant to the unanimous consent and authority of its Managers.

The Managers must act in good faith; with the care that an ordinarily prudent person in a similar position would exercise under similar circumstances, and in a manner each Manager reasonably believes to be in the best interests of the Company.

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Section 4.02 Signing Documents

The Manager of the Company shall be required to accept and execute any instruments, contracts, agreements, or other documents for the acquisition, encumbrance, or disposition of the Company's property.

Section 4.03 Voting

The unanimous consent and approval of the Managers shall be required when voting on any matter affecting, binding or otherwise having to do with the Company and its business.

Section 4.04 No Authority of Individual Members

No individual Member is an agent of the Company, and no Member may make any contracts, enter into any transactions, or make any commitments on the Company's behalf The consent and approval of the Managers of the Company is required to act on behalf of or bind the Company.

Section 4.05 Non-Liability of Members for Acts, Omissions, or Forbearances in Their Managerial Capacity

To the extent permitted by Alaska law, all Members are released from liability for damages and other monetary relief because of any act, omission, or forbearance in their capacity as a Manager of the Company. This release does not protect any Member from being required by a court to purchase the Membership Interest of another Member who successfully contends that the Member committed actionable oppressive acts to the prejudice of the other Member. No amendment or repeal of this provision affects any liability or alleged liability of any Member for acts, omissions, or forbearances that occurred before the amendment or repeal.

Section 4.06 Powers

In pursuing its lawful purposes, the Company may do all things that limited liability companies are permitted to do under the Act.

Article Five
The Members

Section 5.01 Members' Names and Addresses

The Company shall maintain an updated list of all past and present Members of the Company, and their last known mailing addresses. The list must be kept as part of the Company records.

Section 5.02 Limited Liability of Members

No Member will be required to contribute capital to the Company for the payment of any losses or for any other purposes, and no Member will be responsible or obligated to any third party for any debts or liabilities of the Company in excess of the amount of:

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that Member's unpaid required contributions to the Company's capital;

unrecovered contributions to the Company's capital; and

that Member's share of any undistributed Company profits.

Section 5.03 Access to Information

Subject to the provisions of this Section, each Member is entitled to all information regarding the Company under the circumstances and subject to the conditions stated in this Agreement and the Act.

All Members who obtain any information are subject to the confidentiality provisions of this Section. The Members acknowledge that they may receive confidential information regarding the Company, the release of which may be damaging to the Company or to persons with whom it does business. Each Member shall hold in strict confidence any information regarding the Company that is confidential, and may not disclose it to any person other than another Member, except if any such Member is compelled by law, but the Member must notify the other Members promptly of any request for that information before making any such disclosure.

Article Six
General Matters

Section 6.01 Definitions

For purposes of this Agreement, the following terms have the following meanings .

(a) Act

Act means the A.S. § 32 et seq., as amended from time to time.

(b) Affiliated Person

Affiliated Person means a Member, a member of an individual Member's Immediate Family, a Legal Representative, or trust for the benefit of a Member and members of the Immediate Families of the individual Member, and any corporation or other legal entity of which a majority of the voting interest is owned by any one or more Affiliated Persons.

(c) Agreement

Agreement means this Operating Agreement as amended from time to time.

(d) Articles of Organization

Articles of Organization means the Articles of Organization filed with the Alaska Corporation Commission as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

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(e) Company

Company means Raspberry Roots, LLC, an Alaska limited liability company.

(t) Delivery

Delivery means :

personal delivery to a party;

mailing by certified United States mail to the last known address of the party to whom delivery is mad e, with return receipt requested to the party making delivery;

facsimile transmission to a party when receipt is confirmed in writing or by electronic transmission back to the sending party; or

electronic mail transmission to a party when receipt is confirmed in writing or by electronic mail transmission back to the sending party.

The effective date of delivery is the date of personal delivery or the date of the return receipt, if received by the sending party. If no return receipt is provided, then the effective date will be the date the transmission would have normally been received by certified mail if there is evidence of mailing .

(g) Immediate Family

Immediate Family means any Member's spouse (but not a spouse who is legally separated from the person under a decree of divorce or separate maintenance), parents, parents-in-law, descendants (including descendants by adoption), brothers, sisters, brothers-in-law, sisters-in-law, and grandchildren-in-law.

(h) Including and Includes

In this Agreement, the words *include*, *includes*, and *including* mean *include* without limitation , *includes* without limitation, and *including* without limitation, respectively . *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity .

(i) Independent Person

Independent Person means an individual who is not related to or subordinate to a claimant or respondent of any controversy concerning the Company, is not a Member of the Company, and has no financial stake in the resolution of the controversy other than fair and reasonable compensation for services provided to resolve the controversy.

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(j) Internal Revenue Code

References to the *Internal Revenue Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations . References to the *Treasury Regulations* are to the Treasury Regulations under the Internal Revenue Code in effect. If a particular provision of the Internal Revenue Code is renumbered or a subsequent federal tax law supersedes the Internal Revenue Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law , unless the result would be clearly contrary to the Members' intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

(k) Legal Representative or Personal Representative

The terms *Legal Representative* and *Personal Representative* mean a person's guardian, conservator, executor, administrator, Trustee, or any other person or entity personally representing a person or the person' s estate.

For purposes of this Agreement, Jason Brandeis represents Member Kim Kole and Jana Weltzin represents Jerry Workman.

(l) Market Rate of Interest or Market Rate

The terms *market rate of interest* and *market rate* mean the rate of interest identified as the *prime rate* by the *Wall Street Journal* in its "Money Rates" column ; or, if two or more rates are reported as the prime rate, the average of the two or more. If Internal Revenue Code Sections 483 and 1274A apply to this transaction, the minimum rate of interest of the purchase money obligation will be fixed at the rate of interest then required by those Sections.

(m) Member

Member means any person or legal entity designated in this Agreement as a Member or any person or legal entity who becomes a Member under this Agreement as identified and described in Exhibit A attached and incorporated herein by reference.

(n) Members

The term *Members* means all of the Members of the Company as identified and described in Exhibit A attached and incorporated herein by reference.

(o) Membership Interest

Membership Interest means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses , the distributions, and the property of the Company and the right to consent or approve Company actions. All Membership Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member's Interest is personal property and no Member

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will acquire any interest in any of the assets of the Company.

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Each holder of a Membership Interest will have the right to vote the holder' s proportionate interest in the Company regarding all matters that Members have a right to vote on under this Agreement or by law .

(p) Person

Person has the same broad meaning as defined in Internal Revenue Code Section 7701(a)(l). The term specifically includes the Company; its successors and assigns; each Member or Assignee, and their successors, assigns, heirs, and personal representatives. The phrase *each other person* identifies any individual, corporation, partnership, limited liability company, trust, or other party whose interest may be affected, adversely or otherwise, by the resolution of any dispute, contest, or claim.

(q) Property

Property means all Company property and rights as described herein and any property, real or personal, tangible or intangible, otherwise acquired by the Company.

(r) Qualified Appraiser and Qualified Appraisal

A *Qualified Appraiser* means an appraiser who is a Member of the American Society of Appraisers, Business Valuations Division and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants. A *Qualified Appraisal* means any appraisal performed by a Qualified Appraiser.

(s) Securities Act

Securities Act refers to the Securities Act of 1933, as amended.

(t) Taxable Year

Taxable Year means the calendar year or any other accounting period selected by the Members. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

(u) Unanimous Consent

Unanimous Consent shall mean the consent and approval of all the Members of the Company.

Section 6.02 Changing the Company's Situs

The Company's situs may be changed only by the unanimous written consent of all of the Members.

Section 6.03 No Duty to Mail Articles of Organization

The Company does not have an obligation to deliver or mail copies of the Articles of Organization or any amendments to the Members unless required to do so by the Act.

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Section 6.04 General Matters

The following general provisions and rules of construction apply to this Agreement:

(a) Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original .

Any person may rely on a copy of this Agreement that the Manager certifies to be a true copy to the same effect as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits .

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

(d) Governing Law

This Agreement is governed, construed, and administered according to the laws of Alaska, as from time to time amended, except as to trust property required by law to be governed by the laws of another jurisdiction, and unless the situs of administration is changed.

(e) Notices

Unless otherwise stated, whenever this Agreement calls for notice, the notice must be in writing and must be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested , to the last known address of the party requiring notice. Notice is effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received by certified mail. If notice is required to be given to a minor or incapacitated individual, notice must be given to the minor or incapacitated individual's parent or Legal Representative e.

(f) Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any

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provision is invalid , the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

(g) Acceptance

Each Member has reviewed this Agreement, accepts all its provisions, and agrees to be bound by all the terms, conditions, and restrictions contained in this Agreement.

ACCEPTED AND APPROVED:

_____
Jerry Workman – dated _____

_____
Kimberly Kole – dated_____

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EXHIBIT A

(Member Names and Membership Interests)

Member Names	Membership Interests
Kimberley A. Kole an Individual	45%
Jerry Workman, an individual	55%
	-
	-
	-
	-
	-
TOTAL:	100.00%

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