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

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Ace of Spades LLC

Entity Type: Limited Liability Company

Entity #: 10100546

Status: Good Standing

AK Formed Date: 2/20/2019

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: PO BOX 1122, KASILOF, AK 99610

Entity Physical Address: 29453 KALIFORNSKY BEACH RD, KASILOF, AK 99610

Registered Agent

Agent Name: Eric Ranguette

Registered Mailing Address: PO BOX 1122, KASILOF, AK 99610

Registered Physical Address: 34760 POPPYWOOD STREET, SOLDOTNA, AK 99669

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Eric Ranguette	Member, Manager	100

Filed Documents

Date Filed	Type	Filing	Certificate
2/20/2019	Creation Filing	Click to View	Click to View
2/20/2019	Initial Report	Click to View	

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Alaska Business License # **2084347**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

ODIN'S WAGON, LLC

29453 Kalifornsky Beach Road, Kasilof, AK 99610

owned by

Ace of Spades LLC

is licensed by the department to conduct business for the period

March 19, 2019 to December 31, 2019
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting

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

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

Julie Anderson
Commissioner

AMCO
APR - 1 2019

Alaska Entity #10100546

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

Ace of Spades LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **February 20, 2019.**

Julie Anderson
Commissioner

AMCO
MAR 12 2019

AK Entity #: 10100546
Date Filed: 02/20/2019
State of Alaska, DCCED

THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.gov*

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-2/20/2019 9:08:54 PM

1 - Entity Name

Legal Name: Ace of Spades LLC

2 - Purpose

The purpose of the Limited Liability Company is to engage in any lawful activity for which a Limited Liability Company may be organized in the state of Alaska.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Eric Ranguette
Mailing Address: PO Box 1122, Kasilof, AK 99610
Physical Address: 34760 Poppywood Street, Soldotna, AK 99669

5 - Entity Addresses

Mailing Address: PO Box 1122, Kasilof, AK 99610
Physical Address: 29453 Kalifornsky Beach Rd, Kasilof, AK 99610

6 - Management

The limited liability company is managed by a manager.

AMCO
MAR 12 2019

7 - Officials

Name	Address	% Owned	Titles
Eric Ranguette			Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Eric Ranguette

AMCO
MAR 12 2019

AK Entity #: 10100546
Date Filed: 02/20/2019
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-2/20/2019 9:25:42 PM

Entity Name: Ace of Spades LLC
Entity Number: 10100546
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Eric Ranguette
Physical Address: 34760 POPPYWOOD STREET, SOLDOTNA, AK 99669
Mailing Address: PO BOX 1122, KASILOF, AK 99610

Entity Physical Address: 29453 KALIFORNSKY BEACH RD, KASILOF, AK 99610

Entity Mailing Address: PO BOX 1122, KASILOF, AK 99610

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
Eric Ranguette	34760 Poppywood Street, Soldotna, AK 99669	100	Manager, Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING
New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Eric Ranguette

AMCO
MAR 12 2019

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
Ace of Spades LLC

This Single-member LLC Operating Agreement represents Ace of Spades LLC that was formed in the State of Alaska on February 20th 2019.

Eric Ranguette of 34760 Poppywood Street, Soldotna, Alaska, 99669 is recognized as the sole member of the Company (the "Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

Name and Principal Place of Business

The name of the Company is Ace of Spades LLC with a principal place of business at 29453 Kalifornsky Beach Road, Kasilof, Alaska, 99610. The mailing address shall be PO Box 1122, Kasilof, Alaska, 99610.

Registered Agent

The name of the Registered Agent is Eric Ranguette with a registered office located at 34760 Poppywood Street, Soldotna, Alaska, 99610 for the service of process as of February 20th 2019. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Alaska.

Formation

The company was formed on February 20th 2019, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statues governing limited liability companies in the State of Alaska (the "Statutes").

Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provision set forth herein.

Member(s) Capital Contributions

The Member(s) will not be making an initial Capital Contribution to the LLC.

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MAR 12 2019

Distributions

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may taken distributions of the capital from time to time in accordance with the limitations imposed by the Statues.

A "Capital Account" for the Member's shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

Books, Records, and Tax Returns

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statues and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records, and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December. The Member intends that the Company, as a single member LLC, shall be taxed as a S-Corporation in accordance with the provisions of the Internal Revenue Code.

Management of the Company

The business affairs of the Company shall be conducted and managed by a manager in accordance with this Agreement and the laws of the State of Alaska.

Eric Ranguette, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations, or liabilities of the Company, including under a judgement, decree, or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

Ownership of the Company Property

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

Dissolution and Liquidation

The Company shall dissolve and its affairs shall be wound up on the first to occur of (I) At a time, or

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upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

Indemnification

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, the the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts of omission found by a court of competent jurisdiction upon entry of a final judgement rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any such act which the Member reasonably believed to be consistent with the advice of attorneys, or accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend, and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgements, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relation to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitles to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation, or termination of the Company as well as the death, removal, incompetency, or insolvency of the Member.

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MAR 12 2019

The termination of any Claim or threatened Claim against the Member by judgement, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Alaska. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in constructing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statues, this Agreement shall govern even when inconsistent with, or in different form, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statues, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statues.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors, and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third part.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on February 20th 2019.

The Member(s) of Ace of Spades LLC

Eric Ranguette

AMCO

MAR 12 2019