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

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

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Snow Capped Gardens 2, LLC

Entity Type: Limited Liability Company

Entity #: 10094566

Status: Good Standing

AK Formed Date: 11/13/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: 450 KLOUDA CIRCLE, WASILLA, AK 99654

Entity Physical Address: 3253 W. COGHLAN CIRCLE SUITE 101, WASILLA, AK 99654

Registered Agent

Agent Name: Martin Brown

Registered Mailing Address: 450 KLOUDA CIRCLE, WASILLA, AK 99654

Registered Physical Address: 450 KLOUDA CIRCLE, WASILLA, AK 99654

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Martin Brown	Manager, Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
11/13/2018	Creation Filing	Click to View	Click to View
10/07/2019	Biennial Report	Click to View	

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Alaska Business License # **1092306**

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

SNOW CAPPED GARDENS 2, LLC

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3253 W COGHLAN CIRCLE #B, WASILLA, AK 99623

owned by

SNOW CAPPED GARDENS 2, LLC

is licensed by the department to conduct business for the period

November 13, 2018 to December 31, 2020
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

Alaska Entity #10094566

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

Snow Capped Gardens 2, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **November 13, 2018.**

Mike Navarre
Commissioner

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

SOA / DCCED / BL / Online / Confirmation Page

ONLINE BUSINESS LICENSING

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

Confirmation

Step 1 - Print and retain this page for your records.

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

Step 2 - Select the method to receive your license:

- (selected) Print your license immediately online.

- OR -

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

Step 3 - Proceed

Business License Detail Page for License #1092306

Business License #1092306 has been issued

Expiration Date: 12/31/2020

Business Name: SNOW CAPPED GARDENS 2, LLC

Primary Line of Business: 11 - Agriculture, Forestry, Fishing and Hunting

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MAY 24 2019

Primary NAICS: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

Professional Lic #(s): not required

Owner Name: SNOW CAPPED GARDENS 2, LLC

Entity Number: 10094566

Payment Information

Receipt Number: 201800956019

Receipt Date: 11/13/2018

Payor Name: Martin Brown

Payment Amount: $100.00

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

Confirmation

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

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

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

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

Entity Details

Entity Number:	10094566
Legal Name:	Snow Capped Gardens 2, LLC
Filing Type:	Creation Filing - Domestic Limited Liability Company

Payment Information

Receipt Number:	201800956012
Receipt Date:	11/13/2018 10:58:12 AM
Payer Name:	Martin Brown

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MAY 24 2019

Payment Amount: 250.00

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SNOW CAPPED GARDENS 2, LLC
OPERATING AGREEMENT

This Operating Agreement (the "Agreement") for Snow Capped Gardens 2, LLC, an Alaska limited liability company (the "company") is entered into this 13th day of November, *2018*, by Martin Dean Brown ("Martin"). Martin is the initial Member of the Company and are hereinafter sometimes referred to separately as a "Member".

ARTICLE 1
FORMATION OF LIMITED LIABILITY COMPANY

1.1 **Formation of Limited Liability Company**. The Members have formed the Company pursuant to the Alaska Revised Limited Liability Company Act, AS 10.50.010-.995, (The "Act") by causing Articles of Organization conforming to the requirements of the Act to be filed with the Division of Banking, Securities and Corporations Section of the Department of Commerce and Economic Development for the State of Alaska.

1.2 **Name and Principal Place of Business**. Unless and until amended in accordance with the Agreement and the Act, the name of the Company will be "Snow Capped Gardens 2, LLC." The principal place of business of the Company shall be 3253 W Coghlan Circle, Wasilla, Alaska 99623.

1.3 **Agent for Service of Process**. Until such time as the Members have appointed a different person to act in the State of Alaska as the agent of the Company for service of process and after the approval by the State Of Alaska, the Company's agent for service of process in the State of Alaska shall be Martin Brown, whose address is: *450 Klouda Circle, Wasilla, Alaska 99654.*

1.4 **Agreement**. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members executing this Agreement hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended. It is the express intention of the parties hereto that this Agreement shall be the sole statement of agreement among them, and, except to the extent a provision of this Agreement expressly incorporates federal tax rules by reference to sections of the Code or Treasury Regulations or is expressly prohibited or ineffective under the Act, the Agreement shall govern even when inconsistent with or different from the provisions of the Act or any other law or rule. To the extent any provision of the Agreement is prohibited or ineffective under the Act, the Agreement shall be considered amended but only to the degree necessary in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make valid any provision of the Agreement that was formerly invalid, such provision shall be considered to be a part of this Agreement from and after the date of such interpretation or amendment.

1.5 **Reliance by Third Parties**. This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assigns. This Agreement is not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any contributions or otherwise.

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1.6 **Formation and Purpose**. The purposes of the Company are: (i) Marijuana Cultivation and related services; and (ii) engaging in any other business or activity that now or hereafter may be entered into by the Company and that is not forbidden by the law of the jurisdiction in which the Company engages in that business.

1.7 **Definitions.** Terms not otherwise defined in this Agreement shall have the meanings set forth in Article 10.

1.8 **Term**. The term of the company shall begin upon the filing of the Articles of Organization, and shall continue in full force and effect until dissolved and terminated as provided in this Agreement or the terms of the Act.

ARTICLE 2
MEMBERSHIP

2.1 **Initial Members**. The initial Members of the Company are set forth on Exhibit A, each of whom is admitted to the Company as a Member as of the effective date of this Agreement.

2.2 **Representation and Warranties**. Each Member hereby represents and warrants to the Company each other Member as follows.

(a) Authorization. If the Member is an organization, that it is duly organized, validly existing and is in good standing under the law of its state of organization, that it has full power and authority to execute and enter into this Agreement and to perform its obligations hereunder, and that all actions necessary for the due authorization, execution, delivery and performance by that Member of this Agreement have been duly taken;

(b) Compliance with Other Instruments. The Member's authorization, execution, delivery and performance of this Agreement do not conflict with any other agreement or arrangement to which such Member is a party or by which it is bound;

(c) Purchase Entirely for Own Account. The Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to or for the resale, distribution, subdivision or fractionalization thereof, and has no contract, understanding, undertaking, agreement or arrangement of any kind with any Person to sell, transfer or pledge to any Person its interest or any part thereof, nor does such Member have any plans to enter into any such investment;

(d) Investment Experience. By reason of their business or financial experience, the Members have the capacity to protect their own interest in connection with the transactions contemplated hereunder, are able to bear the risks of an investment in the Company, and at the present time could afford a complete loss of such investment;

(e) Disclosure of Information. The Member is aware of the Company's business affairs and financial condition and has acquired sufficient information about the

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Company to reach an informed and knowledgeable decision to acquire an interest in the Company; and

(f) Federal and State Securities Laws. Assuming federal and state securities laws apply to the interests described herein, the Member acknowledges that the interests have not been registered under the Securities Act of 1993, the Alaska Securities Act of 1959, or any other state securities laws, inasmuch as they are being acquired in a transaction not involving a public offering, and, under such laws, may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements. The Member is also aware that prior to issuing Units the Company has applied for and received a confirmation letter from the State of Alaska, Department of Commerce and Economic Development, Division of Securities, indicating that the Company's sale of Units is exempt from registration under the Alaska Securities Act of 1959 in accordance with AS 45.55.900(b)(5) and agrees to company with the qualifying requirement of that statute to maintain exempt status. The Member also acknowledges that it is familiar with SEC Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act of 1933.

2.3 **Company Units**. Ownership of the Company shall be divided into and represented by units of the Company (the "Units"). The Company shall issue a single class of Units.

2.4 **Additional Members**. Upon the **Unanimous Consent of the Member(s)**, additional Persons may be issued Units of the Company and admitted to the Company as Members upon such terms and conditions as the Members may determine.

2.5 **Admission of Substitute Members**. An Assignee shall have only the right to receive the distributions and allocations of taxable income or loss to which the Member would have been entitled under this Agreement with respect to a transferred interest, and shall no have or enjoy any right to participate in the management of the Company, to receive any information or reports relating to the Company, or to have any other rights of a Member under the Act or this Agreement unless and until there is **Unanimous Consent of the Member(s)** to admit such Assignee as a Substitute Member. If so admitted, the Substitute Member shall have all the rights and powers and will be subject to all the restrictions and liabilities of the Member who originally assigned the Units of the Company. The admission of a Substitute Member shall not release any Member who assigned the Units from liability to the Company that may have existed prior to such substitution.

2.6 **Resignation or Withdraw of a Member**. No Member shall have the right to resign or withdraw from membership in the Company or withdraw its capital contribution to the Company.

2.7 **Dissociation of a Member**. The death, transfer upon divorce, expulsion, Bankruptcy or dissolution of a Member (i) will cause such Member to be disassociated from the Company (a "Dissociated Member"), (ii) will terminate the continued membership of such Member in the Company, and (iii) may or may not cause a dissolution of this Company pursuant to Article 5.

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2.8 **Rights of Dissociated Member**. In the event any Member becomes a Dissociated Member:

(a) If the dissociation causes a dissolution and winding up of the Company under Article 12, the Dissociated Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member;

(b) If the dissociation does not cause a dissolution and winding up of the Company under Article 12, the legal representative of the Dissociated Member may request admission to the Company as a Substitute Member pursuant to Section 2.5. If no request for Substitute Member status is made within ninety (90) days from the event causing dissociation, the legal representative of the Dissociated Member shall thereafter have only those rights of an Assignee under this Agreement. If such legal representative requests that it be admitted as a Substitute Member with ninety (90) days of the event causing dissociation and is denied Substitute Member status, the legal representative shall be entitled (i) to demand, within thirty (30) days from the date of such denial, that the Company agree to repurchase such Units or (ii) to continue in the status of an Assignee. In the event the legal representative demands the repurchase of such Units, the Company shall pay the fixed price (as hereinafter defined) for the Units as of the date of the event causing dissociation or, in the absence of a fixed price for such Units, the Company shall pay the fair market value for the Units as of the date of the event causing dissociation, determined by the Appraisal Method. The cost of any request fair market value appraisal shall be borne by the Dissociated Member. The "fixed price" for such Units shall mean a price which has been reduced to writing signed by all Members subject to this Agreement and which represents and reflects an agreed value for Units. Unless expressly renewed for a longer period, any fixed price shall only be effective for a period of three (3) years from the date of the writing or, if shorter, for the period specified in the writing. The Company's payment of either the fixed price or the fair market value for he Dissociated Member's Units shall be payable in monthly installments over five (5) years at the current Prime Rate plus two and one-half percent (P+2.5%) interest.

ARTICLE 3
CONTRIBUTIONS TO CAPITAL

3.1 **Initial Contributions**. Contemporaneously with the execution of this Agreement, each Member shall contribute to the capital of the Company as shown on Exhibit A.

3.2 **Issuance of Units**. In exchange for the initial contribution of the Members, the Members shall be issued that number of Units set forth opposite their names on Exhibit A.

3.3 **Additional Contributions**. Members shall be required to make additional contributions to the capital of the Company when the Members determine, upon **Unanimous Consent**, that the Company lacks sufficient capital for the continued conduct of its business. In the event additional capital contributions are necessary, the Members shall contribute capital on a pro rata basis equal to the pro rata ownership of the Units within ninety (90) days of the notice that additional capital contributions are necessary. In the event a Member fails to make an additional capital contribution, each contributing Member may elect to consider its capital contribution on the delinquent Member's behalf as a loan to the delinquent Member or may elect

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to have its Units and the delinquent Member's Units adjusted to match the new balances in their capital accounts. In the event the contribution Member elects loan treatment, (i) interest on the loan shall be at ten and one-half percent (10.5%) interest compounded monthly or, if lower, the highest rate allowable at law, (ii) the delinquent Member's distributions shall be applied against the repayment of the loan and shall be applied first against interest, and (iii) in the event the delinquent Member has not repaid the loan within six (6) months from the date of the loan, the lending Member may elect, at any time until repayment in full is made, to have its Units and the delinquent Member's Units adjusted to match the new balances in their capital accounts with such adjustments taking into consideration the current outstanding balance of principal and interest.

3.4 **Interest**. No Member shall be entitled to any interest from the Company with respect to capital contributions to the Company.

ARTICLE 4
MANAGEMENT OF THE COMPANY

4.1 **Manager**. Manager shall mean one or more Managers. Specifically, Manager shall mean *Martin Dean Brown*, or any Person or Persons who succeeds his in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires be deemed to include the plural or the masculine or feminine reference, as the case may be. In the event there is more than one Manager, any action to be taken by the Manager under this Company Agreement may be taken by any one of the Managers. The Member in her discretion may dismiss the Manager or appoint an additional Manager at any time.

(a) The location or relocation of a place of business for the Company;
(b) The appointment of officers and agents, with such designation as the Manager may determine, to execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage, investment or disposition of property, including the licensing of intellectual property;
(c) The appointment and fixing of compensation for officers and other agents for the Company;
(d) The determination of the amount of, and the making of Distributions;
(e) The creation, acquisition, operation and disposition of limited liability companies or other entities to hold real estate;
(f) The purchase, sale, exchange, management, maintenance, leasing and mortgaging of real estate on such terms and conditions as the Manager shall deem reasonable;
(g) The acquisition of property from any Person as the Manager may determine. The fact that the Manager or Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person subject to other provisions of this Company Agreement;
(h) The borrowing of money for the Company from banks or other lending institutions;
(i) The purchase of liability and other insurance to protect the Company's property and business;

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(j) The investment of any Company funds (by way of example, but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investment;

(k) The confession of a judgment against the Company;

(l) The making of any capital expenditure;

(m) The employment of accountants, legal counsel, managing agents, craftsmen, or other experts to perform services for the Company and to compensate them from Company funds;

(n) The doing and performance of all other acts as may be necessary or appropriate to carry out the Company's business purpose.

4.3 **Authorized Agents**. The Manager, upon **Majority Consent**, may appoint one or more agents to act on behalf o the Company in all business matters, including, without limitation, the ability to enter binding contracts on behalf of the Company and execute notes, checks and other financial instruments. Such appointment shall be reflected in a separate writing, which writing shall specifically set forth the authority and powers granted therein.

4.4 **Liability of Members and Manager**. Neither the Members nor the Manager shall be liable as Members or Manager for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Company Agreement or the Act shall not be grounds for imposing personal liability on the Members or Manager for liabilities of the Company.

4.5 **Indemnification**. The Company shall indemnify the Members and the Manager for all costs, losses, liabilities, and damages paid or accrued by the Member (either as Member or as agent) or Manager in connection with the business of the Company or because such Person is a Member or Manager, to the fullest extent provided or allowed by the law of the State. In addition, the Manager shall cause the Company to advance costs of participation in any Proceeding to the Manager or Member. The Manager may, with the consent of the Members, indemnify all other employees and agents of the Company or because such Person is an agent or employee, to the fullest extent provided or allowed by the laws of the State.

4.6 **Conflicts of Interest**.

(a) The Member or Manager shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company it being expressly understood that the Member or Manager may enter into transactions that are similar to the transactions into which the Company may enter.

(b) A Member or Manager does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member or Manager may lend money to, and transact other business with, the Company. The rights and obligations of a Member or Manager who lends money to, or transacts business with, the Company are the same as those of a Person who is not a Member, subject ot other applicable law. No transaction with the Company shall be voidable solely because a Member or Manager has a direct or indirect interest in the transaction if either the transaction is fair to the Company or the Member (in the case of a transaction in which the Manager but not the Member is personally interested) or the Manager (in the case of a transaction in

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JAN 1 0 2020

which the Member but the Manager is personally interested) with knowledge of the interest of the Member or Manager as the case may be.

4.7 **Authority of Manager to Bind the Company**. Only the Manager and agents of the Company authorized by the Manager shall have the authority to bind the Company. The Manager has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

(a) The institution, prosecution and defense of any Proceeding in the Company's name;
(b) The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;
(c) The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Company Property;
(d) The entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any Company Property or income;
(e) The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning money to, and otherwise helping the Member, officers, employees, and agents;
(f) The conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State;
(g) The appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;
(h) The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;
(i) The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;
(j) The payment or donation, or any other act that furthers the business and affairs of the Company;
(k) The payment of compensation, or additional compensation to the Member, and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;
(l) The purchase of insurance on the life of the Members, the Manager or employees for the benefit of the Company;
(m) The participation in partnership agreements, joint ventures, or other associations of any kind with any Person or Persons;
(n) The indemnification of Member or any other Person.

4.8 **Meetings.** The Members of the Company may hold meetings, both regular and/or special, either within or without the State of Alaska. The meetings may be held at such time and place as shall be specified in a notice given either verbally or in writing at such a place as shall from time to time be determined by the Manager.

4.9 **Compensation of the Manager**. The Manager shall be reimbursed all reasonable expenses incurred on behalf of the Company and may be entitled to reasonable compensation in such amount, if any, to be determined from time to time by the Members.

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4.10 **Standard of Care of Member and Manager.** The Manager's duty of care in the discharge of his or her duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging his or her duties, the Member shall be fully protected in relying in good faith upon the records required to be maintained under Article 4 and upon such information, opinions, reports or statements by any of his or her agents, or by any other person, as to matters the Manager reasonably believes are within such other person's professional or expert competence and who has been selected with responsible care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

ARTICLE 5
DISSOLUTION

5.1 **Dissolution**. The Company shall be dissolved and its affairs wound up upon the happening of any of the following events:

(a) Upon the entry of a decree of judicial dissolution; or

(b) Upon written consent of the Member(s).

5.2 **Liquidation**. The Company shall not be wound up until the Company's Articles of Organization have been cancelled and the assets of the Company have been distributed as provided herein. Upon the dissolution of the Company, the Member(s) shall liquidate the assets of the Company, apply and distribute the proceeds thereof as provided by this Operating Agreement and cause the cancellation of the Company' s Articles of Organization.

5.3 **Distribution in Liquidation**. Upon the dissolution of the Company and incident to the winding-up of the Company's business and affairs, the Member(s) shall pay or make provision for the payment of all liabilities and obligations of the Company, actual or contingent, and all expenses of liquidation. Any amounts deemed necessary by the Manager to provide a reserve for any unforeseen liabilities and obligations may, in the Manager's discretion, be deposited in a bank or trust company upon such terms and for such period of time as the Manager may determine. Following the payment of or provision for the liabilities of the Company as provided above, the remaining assets of the Company shall be distributed in the following order of priority: (i) to the payment of the Member(s) of any amounts then distributable to them under Article 3 of this Operating Agreement; and (ii) any remaining assets shall then be allocated to the Member(s).

ARTICLE 6
INDEMNIFICATION

6.1 **Indemnification of Members**. The Company may indemnify and hold harmless the Member(s) and Manager from and against any and all losses, expenses, claims and demands sustained by reason of any acts or omissions or alleged acts or omissions as Member or Manager, including judgments, settlements, penalties, fines or expenses incurred in a proceeding to which the Member(s) or Manager is a party or threatened to be made a party because he or she is or was a Member or Manager. However, the Company may not indemnify

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JAN 10 2020

the Member or Manager if, after a factual determination by a competent court, it is determined that the Member or Manager:

(a) Received a financial benefit to which the Member or Manager was not entitled either under the Act or under this Operating Agreement;
(b) The Member or Manager voted for or assented to a distribution in violation of the Act or this Operating Agreement; or
(c) The Member(s) or Manager willfully violated the law.

6.2 **No Liability**. Neither the Members nor the Manager shall incur liability to the Company as a result of engaging in any other business or venture regardless of whether such other business or venture competes with the Company or whether the Member(s) or Manager is active in the management or business of such other business or venture. The Company and the Member(s) shall not have any right by virtue of this Operating Agreement or any applicable law in or to the other business ventures of the Member(s) or Manager or to the income, gains, losses, deductions and credits derived there from by the Member(s) or Manager.

ARTICLE 7
ACCOUNTING RECORDS

7.1 **Financial and Tax Reporting.** The Company shall prepare its financial statements in accordance with generally accepted accounting principles that are in affect from time to time and shall prepare its income tax information returns using such methods of accounting and tax year from January 1 to December 31.

ARTICLE 8
AMENDMENTS

8.1 **Amendments**. Amendments to this Operating Agreement may be made by the Manager or jointly by the Members but must be in writing and adopted by the members in order to be effective.

ARTICLE 9
MISCELLANEOUS

9.1 **Government Law**. This Operating Agreement shall be governed by, and construed in accordance with, the laws of the State of Alaska, without regard to any conflict of law provisions.

9.2 **Severability**. If any provision of this Operating Agreement or their application to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Operating Agreement and the application of that provision to other persons or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

9.3 **Notices**. Notices to the Member(s) or Manager or the Company shall be deemed to have been given when mailed, by prepaid registered or certified mail, addressed as set forth in the Company records or as set forth in any notice or change of address previously given in writing by the addressee to the addresser.

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9.4 **Captions**. The section titles or captions contained in this Operating Agreement are provided for the sake of convenience only and shall not be deemed part of the context of this Operating Agreement.

9.5 **Number and Gender**. All of the terms and words used in this Operating Agreement, regardless of the number and gender in which they are used, shall be deemed an construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, that the context or sense of this Operating Agreement may require, as if the words had been fully and properly written in the number and gender.

ARTICLE 10
DEFINITIONS

10.1 **Definitions.** The following terms shall have the meanings set forth for purposes of the Agreement.

(a) "Agreement" shall mean this Agreement as the same shall be amended from time to time.

(b) "Fiscal Year" shall mean the period from January 1 to December 31 of each calendar year, or as otherwise required by law.

(c) "Members" shall mean each person that acquires at least one Unit and (i) is admitted to the company as a Member pursuant to Article 2 or (ii) is admitted to the Company as a Member.

(d) "Person" shall mean a natural person or any other individual or entity in its own or representative capacity.

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

Martin Dean Brown

AMCO

JAN 10 2020

EXHIBIT A

Member Name	Percentage Ownership	Initial Capital Contribution
Martin Brown	100%	

Snow Capped Gardens 2, LLC
3253 W. Coghlan Circle Suite 101
Wasilla, AK. 99623
License # 19874

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JAN 10 2020

Matanuska-Susitna Borough Business License #: 35709

350 E. Dahlia Ave, Palmer, Alaska 99645

Effective Date: NOV 19 2019 **Expiration Date:** DEC 31 2021

This license must be prominently displayed.
It is not transferable or assignable.

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 of Alaska or the United States.

DEPARTMENT OF FINANCE

SNOW CAPPED GARDENS 2, LLC
MARTIN BROWN SR.
3253 W COGHLAN CIRCLE #B
WASILLA, AK 99623

Business Location(s): 3253 W COGHLAN CIRCLE - SUITE 101

This is to certify that the licensee named above holds a Matanuska-Susitna Borough business license covering the period listed above.

Detach Here

SNOW CAPPED GARDENS 2, LLC
MARTIN BROWN SR.
3253 W COGHLAN CIRCLE #B
WASILLA, AK 99623

Fee Paid: $100
License No.: MBL **35709**
Effective: NOV 19 2019 To DEC 31 2021

AMCO
JAN 10 2020

The above business has been licensed to conduct business in the Matanuska-Susitna Borough. The borough business license must be prominently displayed. When a business has more than one location, the original license shall be displayed at the main location and a copy of the license shall be displayed at each branch location. If the business is continued at the same location but there is a change in its form of organization, such as from a single proprietorship to a partnership or a corporation, the admission or withdrawal of a partner, or any other change, the seller making the change shall surrender his old borough business license to the borough for cancellation. When there is a change of location for the sellers place of business, a new business license is required showing the new address. Application for renewal of license shall be made before February 1 of the license year.