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

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*

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Notice of Change of Officials

Domestic Business Corporation (AS 10.06)

- This Notice of Change of Officials form is only for Domestic Business Corporations and is used to report changes between biennial reporting periods in: officers, directors, alien affiliates, and shareholders.
- 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 10.06.813

Each Domestic Business Corporation is required to notify this office when there is a change of officials.
— *AS 10.06.813*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.
— *AS 10.06.633(5)(7)*

The Domestic Business Corporation is to keep and make available the records of the official(s) changes.
— *AS 10.06.430*

2. Fee: ☒ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.030(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 10.06.813

Entity Name: FSE, INC.

Alaska Entity Number: 10026238

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4. REMOVE from Record: AS 10.06.813(b)

The following officials (officers, directors, shareholders, and alien affiliates) will be completely removed from the record as a result of this filing. If necessary, use the following SUPPLEMENT page.

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 10.06.813(b) and AS 10.06.950

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

Domestic Business Corporations must have a President, Secretary, Treasurer, and at least one Director. The President and the Secretary cannot be the same person unless the President is 100% shareholder. The entity must also provide all shareholders who own 5% or more of the issued shares, and all alien affiliates.
— *AS 10.06.453 and 10.06.483*

List ALL officials and their current information to be on record.
BOLD fields are required.

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% Owned	Shareholder	PRESIDENT	Vice-President	SECRETARY	TREASURER	DIRECTOR	Assistant Secretary	Assistant Treasurer	Alien Affiliate
Michael Cervantes	607 Old Steese Hwy, Suite B #209, Fairbanks, AK 99701	0		x				x			
Frank Berardi	801 Pelican Way, Fairbanks, AK 99709	25	x					x			
Jeffrey Weltzin	3844 Ullrbahn Rd, Fairbanks, AK 99709	4.53	x								
Joanne Ellsworth	2581 Goldstream Rd, Fairbanks, AK 99709	.01	x								
Joshua Spence	2296 Outside Blvd, North Pole, AK 99705	1.25	x								

→ If necessary, use the following SUPPLEMENT page.

6. Required Signature: AS 10.06.813(b) and AS 10.06.825

The Notice of Change of Officials must be signed by the President or Vice-President of the corporation. 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: _____ Date: 12/16/19

Printed Name: Frank Berardi

Title of Authorized Signer: ☑ President — or — ☐ Vice-President

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Notice of Change of Officials SUPPLEMENT

If used, this supplement must be returned with Form 08-408

Entity Name: FSE, INC.

Alaska Entity Number: 10026238

4. REMOVE from Record (continued from Page 2): AS 10.06.813(b)

The following officials (officers, directors, shareholders, and alien affiliates) will be completely removed from the record as a result of this filing. If necessary, use the following SUPPLEMENT page.

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 (continued from Page 2): AS 10.06.813(b) and AS 10.06.950

The following is a list, continued from Page 2, of ALL remaining and new officials who will be on record as a result of this filing. Make additional copies as necessary to list ALL new officials.

List ALL officials and their current information to be on record.
BOLD fields are required.

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% Owned	Shareholder	PRESIDENT	Vice-President	SECRETARY	TREASURER	DIRECTOR	Assistant Secretary	Assistant Treasurer	Alien Affiliate
Billie Jo Gehring	PO Box 226, Unalaska, AK, 99685	3.12	x								
Brandon Emmett	1299 Lowbush Lane, Fairbanks, AK 99709	25	x		x	X		x			
Craig O'Donoghue	4740 Villanova Dr. #A, Fairbanks, AK 99709	6.39	x								
Curtis Franklin	2581 Goldstream Rd, Fairbanks, AK 99709	.63	x								
Dawson Carroll	163 Carlyle Way, Fairbanks, AK 99709	1.25	x								
Judy Bath	545 Freeman Road, North Pole, AK 99705	1.25	x								
Lynn Crane	PO Box 626, Unalaska, AK 99685	1.25	x								

If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.

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Notice of Change of Officials SUPPLEMENT

If used, this supplement must be returned with Form 08-408

Entity Name: FSE, INC.

Alaska Entity Number: 10026238

4. REMOVE from Record (continued from Page 2): AS 10.06.813(b)

The following officials (officers, directors, shareholders, and alien affiliates) will be completely removed from the record as a result of this filing. If necessary, use the following SUPPLEMENT page.

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 (continued from Page 2): AS 10.06.813(b) and AS 10.06.950

The following is a list, continued from Page 2, of ALL remaining and new officials who will be on record as a result of this filing. Make additional copies as necessary to list ALL new officials.

List ALL officials and their current information to be on record.
BOLD fields are required.

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% Owned	Shareholder	PRESIDENT	Vice-President	SECRETARY	TREASURER	DIRECTOR	Assistant Secretary	Assistant Treasurer	Alien Affiliate
Martin Tacke	1770 Donald Ave, Fairbanks, AK 99701	1.56	x								
Naomi Johnson	100 10th Ave, Apt 2B6, Fairbanks, AK 99701	.63	x								
Seth Hawkins	PO Box 70018, Fairbanks, AK 99707	2.5	x					x			
U.N.ME, LLC	607 Old Steese Hwy, Suite B #209, Fairbanks, AK 99701	.63	x								
Shaun Tacke	PO Box 82011, Fairbanks, AK 99709	25	x				x	x			

If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.

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THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
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(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

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January 17, 2020

JDW, LLC, C/O JANA WELTZIN
901 PHOTO AVE 2ND FL
ANCHORAGE, AK 99503

RE: FSE, Inc.
AK Entity Number 10026238

We cannot process your filing/documentation until additional information is provided:

Domestic Business / Professional Corporations must have a President, Secretary, Treasurer, and at least one Director. Please select a Secretary. NOTE: Officials may hold more than one title.

Please resubmit the complete, corrected filing(s) via fax or U.S. mail (do not e-mail). No additional fees are necessary.

If you have any questions, please email corporations@alaska.gov or call (907) 465-2550. For additional information including: FAQs, How To, forms, fees, statutes and regulations, resources, and contact information visit our website at corporations.alaska.gov.

PROCESSING TIME: Standard processing time from March-September is approximately 10-15 business days. During heavy filing seasons, October-February, the processing time will be delayed. We do not offer expediting services. We do not accept filings and/or payments by email.

Sincerely,

Aurora Bodine
Office Assistant II

Please be advised:
The official filing date for your documents will be the date all documentation and fees are received in statutory compliance. Any funds forwarded to the Division have been deposited and will be applied to the filing referenced above. If we have not received a response to this letter within 60 days from the date listed above, the filing of the document(s) will be considered abandoned. If you wish to withdraw your filing and receive a refund of the fees, where permitted, submit your request in writing within 60 days of the date listed above.

AMCO Received 2/24/2020

Alaska Entity #10026238

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

Certificate of Incorporation

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

FSE, Inc.

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **January 14, 2015**.

Fred Parady
Commissioner

AMCO Received 1/2/2020

Alaska Entity #10026238

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

Certificate of Correction

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

FSE, Inc.

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **April 11, 2016.**

Chris Hladick
Commissioner

AMCO Received 1/2/2020

FSE, INC.

Incorporated under the laws of the State of Alaska

BYLAWS

Adopted as of 1/16/15 BC

BYLAWS OF FSE, INC.

ARTICLE I

OFFICES

1.1 Registered Office.

The initial registered office of FSE, Inc. (the "Corporation") in the State of Alaska shall be at 4720 Drake Street Fairbanks, Alaska 99709, and the registered agent in charge thereof shall be Shaun Tacke.

1.2 Other Offices.

The Corporation may also have an office or offices at any other place or places within or outside the State of Alaska.

ARTICLE II

MEETING OF SHAREHOLDERS

2.1 Annual Meetings.

The annual meeting of shareholders of the Corporation (the "Shareholders") for the election of directors, and for the transaction of such other business as may properly come before the meeting, shall be held at such place, date and hour as shall be fixed by the board of directors of the Corporation (the "Board") and designated in the notice or waiver of notice thereof, except that no annual meeting need be held if all actions, including the election of directors, required by Alaska Business Corporation Act ("ABCA") to be taken at the annual meeting of Shareholders are taken by written consent in lieu of meeting pursuant to Section 2.11 of this Article II.

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2.2 Special Meetings.

Special meetings of the shareholders may be called at any time by the Board of Directors, by the Chairperson of the Board of Directors, by the CEO, CFO, COO, or by the holders of shares entitled *to* cast not less than 10% of the votes at the meeting, such meeting to be held on a date and at a time and place either within or without the state of Alaska as may be stated in the notice of the meeting.

2.3 Notice of Meetings.

Except as otherwise required by statute, the Corporation's Certificate of Incorporation (the "Certificate") or these bylaws of the Corporation (the "Bylaws"), notice of each annual or special meeting of the Shareholders shall be given to each Shareholder of record entitled to vote at such meeting not less than 10 nor more than 60 days before the day on which the meeting is to be held, by delivering written notice thereof to him personally, or by mailing a copy of such notice, postage prepaid, directly to him at his address as it appears in the records of the Corporation, or by transmitting such notice thereof to him at such address by telegraph, cable or other telephonic transmission. Every such notice shall state the place, the date and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who shall attend such meeting in person or by proxy, or who shall, in person or by his attorney thereunto authorized, waive such notice in writing, either before or after such meeting. Except as otherwise provided in these Bylaws, neither the business to be transacted at, nor the purpose of, any meeting of the Shareholders need be specified in any such notice or waiver of notice. Notice of any adjourned meeting of Shareholders shall not be required to be given, except when expressly required by law.

2.4 Quorum.

At each meeting of Shareholders, except where otherwise provided by the Certificate or these Bylaws, the holders of a majority of the issued and outstanding shares of Common Share entitled to vote at such meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority in interest of the Shareholders present in person or represented by proxy and entitled to vote, or, in the absence of all the Shareholders entitled to vote, any officer entitled to preside at, or act as secretary of, such meeting, shall have the power to adjourn the meeting from time to time, until Shareholders holding the requisite amount of share to constitute a quorum shall be present or represented. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

2.5 Place of Meetings.

Annual meetings or special meetings of Shareholders may be held at any place within or without the State of Alaska as may be selected from time to time by the Board, Chairman, CEO, CFO, or COO.

2.6 Organization.

Unless otherwise determined by the Board, at each meeting of the Shareholders, one of the following shall act as chairman of the meeting and preside thereat, in the following order of precedence:

(a) the COO;

(b) the CEO;

(c) the CFO;

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(d) any director, officer or Shareholder of the Corporation designated by the Board to act as chairman of such meeting and to preside thereat if the Chairman, CEO, CFO, COO shall be absent from such meeting; or

(e) a Shareholder of record who shall be chosen chairman of such meeting by a majority in voting interest of the Shareholders present in person or by proxy and entitled to vote there at.

The secretary of the Corporation (the "Secretary") or, if he shall be presiding over such meeting in accordance with the provisions of this Section 2.6 or if he shall be absent from such meeting, the person (who shall be an Assistant Secretary of the Corporation, if an Assistant Secretary has been appointed and is present) whom the chairman of such meeting shall appoint, shall act as secretary of such meeting and keep the minutes thereof.

2.7 Order of Business.

The order of business at each meeting of the Shareholders shall be determined by the chairman of such meeting, but such order of business may be changed by a majority in voting interest of those present in person or by proxy at such meeting and entitled to vote thereat.

2.8 Voting.

Except as otherwise provided by law, the Certificate or these Bylaws, at each meeting of Shareholders, each Shareholder shall be entitled to one vote in person or by proxy for each share of Common Share held by him and registered in his name on the books of the Corporation on the date fixed pursuant to Section 6.7 of Article VI of the Bylaws as the record date for the determination of Shareholders entitled to vote at such meeting. Persons holding share in a fiduciary capacity shall be entitled to vote the shares so held. A person whose share is pledged shall be entitled to vote, unless, in the transfer by the pledgor on the books of the Corporation, he has expressly empowered the pledgee to vote thereon, in which case only the pledgee or his proxy may represent such share and vote thereon. If shares or other securities having voting power stand in the record of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the secretary shall be given written notice to the contrary and furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect:

(a) if only one votes, his act binds all;

(b) if more than one votes, the act of the majority so voting binds all; and

(c) if more than one votes, but the vote is evenly split on any particular matter, such shares shall be voted in the manner provided by law.

If the instrument so filed shows that any such tenancy is held in unequal interests, a majority or even-split for the purposes of this Section 2.8 shall be a majority or even-split in interest. The Corporation shall not vote directly or indirectly any share of its own capital share. Any vote of share may be given by the Shareholder entitled thereto in person or by his proxy appointed by an instrument in writing, subscribed by such Shareholder or by his attorney thereunto authorized, delivered to the secretary of the meeting; provided, however, that no proxy shall be voted after three years from its date, unless said proxy provides for a longer period. At all meetings of the Shareholders, all matters (except where other provision is made by law, the Certificate or these Bylaws) shall be decided by the vote of a majority in interest of the Shareholders present in person or by proxy at such meeting and entitled to vote thereon, a quorum being present. Unless demanded by a Shareholder present in person or by proxy at any meeting and entitled to vote thereon, the vote on any question need not be by ballot. Upon a demand by any such Shareholder for a vote by ballot upon any question, such vote by ballot shall be taken. On a vote by ballot, each ballot shall be signed by the Shareholder voting, or by his proxy, if there be such proxy, and shall state the number of shares voted.

2.9 Inspection.

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The chairman of the meeting may at any time appoint one or more inspectors to serve at any meeting of the Shareholders. Any inspector may be removed, and a new inspector or inspectors appointed, by the Board at any time. Such inspectors shall decide upon the qualifications of voters, accept and count votes, declare the results of such vote, and subscribe and deliver to the secretary of the meeting a certificate stating the number of shares of share issued and outstanding and entitled to vote thereon and the number of shares voted for and against the question, respectively. The inspectors need not be shareholders of the Corporation, and any director or officer of the Corporation may be an inspector on any question other than a vote for or against his election to any position with the Corporation or on any other matter in which he may be directly interested. Before acting as herein provided, each inspector shall subscribe an oath faithfully to execute the duties of an inspector with strict impartiality and according to the best of his ability.

2.10 List of Shareholders.

It shall be the duty of the Secretary or other officer of the Corporation who shall have charge of its share ledger to prepare and make, at least 10 days before every meeting of the Shareholders, a complete list of the Shareholders entitled to vote thereat, arranged in alphabetical order, and showing the address of each Shareholder and the number of shares registered in the name of each Shareholder. Such list shall be open to the examination of any Shareholder, for any purpose germane to any such meeting, during ordinary business hours, for a period of at least 10 days prior to such meeting, either at a place within the city where such meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. Such list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any Shareholder who is present.

2.11 Shareholders' Consent in Lieu of Meeting.

Any action required by the ABCA to be taken at any annual or special meeting of the Shareholders of the Corporation, or any action which may be taken at any annual or special meeting of such Shareholders, may be taken without a meeting, without prior notice and without a vote, by a consent in writing, as permitted by the ABCA.

2.12 Action by Means of Conference Telephone or Similar Communications Equipment.

Any one or more of the Shareholders may participate in a meeting of the Shareholders by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

ARTICLE III

BOARD OF DIRECTORS

3.1 General Powers.

The business, property and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate directed or required to be exercised or done by the Shareholders.

3.2 Number and Term of Office.

The number of directors shall be fixed from time to time by the Board. Directors need not be Shareholders. Each director shall hold office until his successor is elected and qualified, or until his earlier death or resignation or removal in the manner hereinafter provided.

3.3 Election of Directors.

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At each meeting of Shareholders for the election of directors at which a quorum is present, the persons receiving the greatest number of votes, up to the number of directors to be elected, of the Shareholders present in person or by proxy and entitled to vote thereon shall be the directors; provided, however, that for purposes of such vote no Shareholder shall be allowed to cumulate his votes. Unless an election by ballot shall be demanded as provided in Section 2.8 of Article II, election of directors may be conducted in any manner approved at such meeting.

3.4 Resignation, Removal and Vacancies.

Any director may resign at any time by giving written notice to the Board, Chairman, CEO, CFO, COO or Secretary. Such resignation shall take effect at the time specified therein or, if the time be not specified, upon receipt thereof; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any director or the entire Board may be removed, with or without cause, at any time, by vote of the holders of a majority of the shares then entitled to vote at an election of directors or by written consent of the Shareholders pursuant to Section 2.11 of Article II.

Vacancies occurring on the Board for any reason may be filled by vote of the Shareholders or by a Shareholders' written consent pursuant to Section 2.11 of Article II, or by vote of the Board or by a directors' written consent pursuant to Section 3.6 of this Article III. If the number of directors then in office is less than a quorum, such vacancies may be filled by a vote of a majority of the directors then in office.

3.5 Meetings.

(a) Annual Meetings. As soon as practicable after each annual election of directors, the Board shall meet for the purpose of organization and the transaction of other business, unless it shall have transacted all such business by written consent pursuant to Section 3.6 of this Article III.

(b) Other Meetings. Other meetings of the Board shall be held at such times and at such places as the Board, Chairman, CEO, CFO, COO or any director shall from time to time determine.

(c) Notice of Meetings. Notice shall be given to each director of each meeting, including the time, place and purpose of such meeting. Notice of each such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least two days before the date on which such meeting is to be held, or shall be sent to him at such place by telegraph, cable, wireless or other form of recorded communication, or be delivered personally or by telephone not later than the day before the day on which such meeting is to be held. A written waiver of notice, signed by the person entitled thereto, whether before or after the time of the meeting stated therein, shall be deemed equivalent to notice.

(d) Place of Meetings. The Board may hold its meetings at such place or places within or outside the State of Alaska as the Board may from time to time determine, or as shall be designated in the respective notices or waivers of notice thereof.

(e) Quorum and Manner of Acting. A majority of the total number of directors then in office shall be present in person at any meeting of the Board in order to constitute a quorum for the transaction of business at such meeting, and the vote of a majority of those directors present at any such meeting at which a quorum is present shall be necessary for the passage of any resolution or act of the Board, except as otherwise expressly required by law or these Bylaws. In the absence of a quorum for any such meeting, a majority of the directors present thereat may adjourn such meeting from time to time until a quorum shall be present.

(f) Organization. At each meeting of the Board, one of the following shall act as chairman of the meeting and preside thereat, in the following order of precedence:

(i) the Chairman;

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(ii) the CEO (if a director);

(iii) the CFO or COO (if a director); or

(iv) any director designated by a majority of the directors present.

The Secretary or, in the case of his absence, an Assistant Secretary, if an Assistant Secretary has been appointed and is present, or any person whom the chairman of the meeting shall appoint shall act as secretary of such meeting and keep the minutes thereof.

3.6 Directors' Consent in Lieu of Meeting.

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the directors then in office and such consent is filed with the minutes of the proceedings of the Board.

3.7 Action by Means of Conference Telephone or Similar Communications Equipment.

Any one or more members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

3.8 Committees.

The Board may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, such committee or committees to have such name or names as may be determined from time to time by resolution adopted by the Board, and each such committee to consist of one or more directors of the Corporation, which to the extent provided in said resolution or resolutions shall have and may exercise the powers of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. A majority of all the members of any such committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. The Board shall have power to change the members of any such committee at any time, to fill vacancies and to discharge any such committee, either with or without cause, at any time.

ARTICLE IV

OFFICERS

4.1 Executive Officers.

The principal officers of the Corporation shall be, if appointed, a Chairman, CEO, CFO, COO, Secretary and Treasurer, and such other officers as the Board may appoint pursuant to Section 4.3 of this Article IV. Any two or more offices may be held by the same person.

4.2 Authority and Duties.

All officers, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these Bylaws or, to the extent so provided, by the Board.

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4.3 Other Officers.

The Corporation may have such other officers, agents and employees as the Board may deem necessary, including one or more Vice Presidents, Assistant Secretaries or Assistant Treasurers, each of whom shall hold office for such period, have such authority and perform such duties as the Board, Chairman, CEO, CFO, COO, or President and Secretary may from time to time determine. The Board may delegate to any principal officer the power to appoint and define the authority and duties of, or remove, any such officers, agents or employees.

4.4 Term of Office, Compensation, Resignation and Removal.

All officers shall be elected or appointed by the Board and shall hold office for such term as may be prescribed by the Board. Each officer shall hold office until his successor has been elected or appointed and qualified or until his earlier death or resignation or removal in the manner hereinafter provided. The Board may require any officer to give security for the faithful performance of his duties.

Any officer may resign at any time by giving written notice to the Board, Chairman, CEO, CFO, COO or Secretary. Such resignation shall take effect at the time specified therein or, if the time be not specified, at the time it is accepted by action of the Board. Except as aforesaid, the acceptance of such resignation shall not be necessary to make it effective.

All officers and agents elected or appointed by the Board shall be subject to removal at any time by the Board or by the Shareholders with or without cause.

The Founders of the Corporation, Brandon Emmett, Frank Berardi, and Shaun Tacke, will act as initial officers and board, and will run all aspects of the business operations, contributing at least 40 hours per a week of time exclusively dedicated to the Corporation's business activities. As such, the Founders are entitled to compensation, payment of which will commence once the Corporation has received its licenses from the state and locality (if applicable) to operate various marijuana establishments. Each founder shall receive an initial annual salary of $50,000.00 per year, which will be adjusted accordingly based on performance of the Corporation.

4.5 Vacancies.

If the office of Chairman, CEO, CFO, COO, President or Secretary becomes vacant for any reason, the Board shall fill such vacancy, and if any other office becomes vacant, the Board may fill such vacancy. Any officer so appointed or elected by the Board shall serve only until such time as the unexpired term of his predecessor shall have expired, unless reelected or reappointed by the Board.

4.6 The Chief Operating Officer.

Subject to the control of the Board and the CEO and CFO the Chief Operating Officer give counsel and advice to the Board and the officers of the Corporation on all subjects concerning the welfare of the Corporation and the conduct of its business and shall perform such other duties as the Board may from time to time determine. Unless otherwise determined by the Board, he shall preside at meetings of the Board and of the Shareholders at which he is present.

4.7 The Chief Executive Officer.

Subject to the control of the Board and the CFO and COO the CEO shall have general and active management and control of the business and affairs of the Corporation subject to the control of the Board and shall see that all orders and resolutions of the Board are carried into effect. The CEO shall from time to time make such reports of the affairs of the Corporation as the Board of Directors may require and shall perform such other duties as the Board may from time to time determine.

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4.8 The Chief Financial Officer.

Subject to the control of the Board and the CEO and COO shall in general supervise and control the financial business and affairs of the Corporation.

4.9 The Secretary.

The Secretary shall, to the extent practicable, attend all meetings of the Board and all meetings of the Shareholders and shall record all votes and the minutes of all proceedings in a book to be kept for that purpose. He may give, or cause to be given, notice of all meetings of the Shareholders and of the Board, and shall perform such other duties as may be prescribed by the Board, Chairman, CEO, CFO, COO under whose supervision he shall act. He shall keep in safe custody the seal of the Corporation and affix the same to any duly authorized instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or, if appointed, an Assistant Secretary or an Assistant Treasurer. He shall keep in safe custody the certificate books and Shareholder records and such other books and records as the Board may direct, and shall perform all other duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board, Chairman, CEO, CFO, or COO.

4.10 The Treasurer.

The Treasurer shall have the care and custody of the corporate funds and other valuable effects, including securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, shall render to the Chairman, CEO, CFO, COO and directors, at the regular meetings of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation and shall perform all other duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board, Chairman, CEO, CFO, or COO.

ARTICLE V

CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

5.1 Execution of Documents.

The Board shall designate, by either specific or general resolution, the officers, employees and agents of the Corporation who shall have the power to execute and deliver deeds, contracts, mortgages, bonds, debentures, checks, drafts and other orders for the payment of money and other documents for and in the name of the Corporation, and may authorize such officers, employees and agents to delegate such power (including authority to redelegate) by written instrument to other officers, employees or agents of the Corporation. Unless so designated or expressly authorized by these Bylaws, no officer, employee or agent shall have any power or authority to bind the Corporation by any contract or engagement, to pledge its credit or to render it liable pecuniarily for any purpose or amount.

5.2 Deposits.

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation or otherwise as the Board or Treasurer, or any other officer of the Corporation to whom power in this respect shall have been given by the Board, shall select.

5.3 Proxies with Respect to Share or Other Securities of Other Corporations.

The Board shall designate the officers of the Corporation who shall have authority from time to time to appoint an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of share or other securities

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in any other corporation, and to vote or consent with respect to such share or securities. Such designated officers may instruct the person or persons so appointed as to the manner of exercising such powers and rights, and such designated officers may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise, such written proxies, powers of attorney or other instruments as they may deem necessary or proper in order that the Corporation may exercise its powers and rights.

ARTICLE VI

SHARES AND THEIR TRANSFER; FIXING RECORD DATE

6.1 Certificates for Shares.

Every owner of share of the Corporation shall be entitled to have a certificate certifying the number and class of shares owned by him in the Corporation, which shall be in such form as shall be prescribed by the Board. Certificates shall be numbered and issued in consecutive order and shall be signed by, or in the name of, the Corporation by the Chairman, CEO, CFO, COO, President or any Vice President, and by the Treasurer (or an Assistant Treasurer, if appointed) or the Secretary (or an Assistant Secretary, if appointed). In case any officer or officers who shall have signed any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate had not ceased to be such officer or officers of the Corporation.

6.2 Record.

A record in one or more counterparts shall be kept of the name of the person, firm or corporation owning the shares represented by each certificate for share of the Corporation issued, the number of shares represented by each such certificate, the date thereof and, in the case of cancellation, the date of cancellation. Except as otherwise expressly required by law, the person in whose name shares of share stand on the share record of the Corporation shall be deemed the owner thereof for all purposes regarding the Corporation.

Shareholder Records. The Corporation shall keep at its principal executive office or at the office of its transfer agent or registrar a record of the names and addresses of all shareholders and the number and class of shares held by each shareholder.

Corporate Documents and Bylaws. The Corporation shall keep at its principal executive office the original or a copy of the Articles of Incorporation and bylaws as amended to which shall be open to inspection by the shareholders at all reasonable times during office hours. The Corporation shall, upon the written request of any shareholder, furnish to that shareholder a copy of the Articles of Incorporation or bylaws as amended to date.

Minutes and Accounting Records. The minutes of proceedings of the shareholders, the Board of Directors, and committees of the Board, and the accounting books and records will be kept at the principal executive office of the Corporation, or at such other place or places as designated by the Board of Directors. The minutes will be kept in written form, and the accounting books and records will be kept either in written form or in a form capable of being converted into written form.

Inspection by Directors. Subject to applicable Alaska law, every director shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations for purposes relating to his or her status as director. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 6.5. Annual Report to Shareholders. Subject to the Alaska Business Corporation Act, for as long as the Corporation has fewer than the number of shareholders specified in the applicable statute, if any, any requirement of an annual report to shareholders is expressly waived. However, nothing in this provision shall

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be interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to the shareholders, as the Board considers appropriate.

At the annual meeting of shareholders, or the meeting held in lieu thereof, the Corporation shall lay before the shareholders a financial statement consisting of:

a) A balance sheet containing a summary of the assets, liabilities, stated capital, if any, and surplus (showing separately any capital surplus arising from unrealized appreciation of assets, other capital surplus, and earned surplus) of the Corporation as of the end of the Corporation's most recent fiscal year, except that, if consolidated financial statements are laid before the shareholders, the consolidated balance sheet shall show separately or disclose by a note the amount of the consolidated surplus that does not constitute earned surplus of the Corporation or any of its subsidiaries and that is not classified as stated capital or capital surplus on the consolidated balance sheet; and

b) A statement of profit and loss and surplus, including a summary of profits, dividends or distributions paid, and other changes in the surplus accounts of the Corporation for the period commencing with the date marking the end of the period for which the last preceding statement of profit and loss required under this Section was made and ending with the date of said balance sheet, or in the case of the first statement of profit and loss, from the incorporation of the Corporation to the date of said balance sheet. Financial Statements. The Corporation shall keep a copy of each annual financial statement, quarterly or other periodic income statement, and accompanying balance sheets prepared by the Corporation on file in the Corporation's principal office for 3 years. These documents shall be exhibited at all reasonable times, or copies provided, to any shareholder within 30 days after demand of shareholder.

Form of Records. Any records maintained by the Corporation in the regular course of its business, with the exception of minutes of the proceedings of the shareholders, and of the Board of Directors and its committees, but including the Corporation's share ledger and books of account, may be kept on, or be in the form of magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

6.3 Transfer and Registration of Share.

Share of the Corporation is non-transferable without a super-majority approval from all shareholders of the Corporation. The Founders of the Corporation (Shaun Tacke, Brandon Emmett, and Frank Berardi) have the first right to purchase share from shareholders. In the event the Founders do not exercise their first right of purchase, the share shall be offered to existing shareholders for purchase. In any event, no transfer of share shall occur without super-majority approval of all Corporation shareholders.

Registration of transfers of shares of the Corporation shall be made only on the books of the Corporation upon request of the registered holder thereof, or of his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and upon the surrender of the certificate or certificates for such shares properly endorsed or accompanied by a share power duly executed.

6.4 Addresses of Shareholders.

Each Shareholder shall designate to the Secretary an address at which notices of meetings and all other corporate notices may be served or mailed to him, and, if any Shareholder shall fail to designate such address, corporate notices may be served upon him by mail directed to him at his post-office address, if any, as the same appears on the share record books of the Corporation or at his last known post-office address.

6.5 Lost, Destroyed and Mutilated Certificates.

The holder of any shares of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of the certificate therefor, and the Board may, in its discretion, cause to be issued to him a new certificate or certificates for such shares, upon the surrender of the mutilated certificates or, in the

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case of loss or destruction of the certificate, upon satisfactory proof of such loss or destruction, and the Board may, in its discretion, require the owner of the lost or destroyed certificate or his legal representative to give the Corporation a bond in such sum and with such surety or sureties as it may direct to indemnify the Corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate.

6.6 Regulations.

The Board may make such rules and regulations as it may deem expedient, not inconsistent with these Bylaws, concerning the issue, transfer, restrictions, and registration of certificates for share of the Corporation.

6.7 Fixing Date for Determination of Shareholders of Record.

(a) In order that the Corporation may determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall be not more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board, the record date for determining Shareholders entitled to notice of or to vote at a meeting of Shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of Shareholders of record entitled to notice of or to vote at a meeting of Shareholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the Shareholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall be not more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining Shareholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by the ABCA, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Alaska, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Shareholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board and prior action by the Board is required by the ABCA, the record date for determining Shareholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the Shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the Shareholders entitled to exercise any rights in respect of any change, conversion or exchange of share, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining Shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

(d) As the Corporation is a "start-up" business, subject to unpredictable regulatory costs and barriers to entry, the Corporation shall automatically re-invest 100% of its profits back into the Corporation for the first three (3) years of operation for purposes of solidifying the Corporation's market share and expanding the business activities of the Corporation. Thereafter, upon a majority vote of the shareholders, the Corporation will commence issuance of dividends to shareholders in an amount to be determined by the board based on the profit margins and expense of business operations.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

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7.1 Indemnification.

(a) As provided in the Certificate, to the fullest extent permitted by the ABCA as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its Shareholders for breach of fiduciary duty as a director.

(b) Without limitation of any right conferred by paragraph (a) of this Section 7.1, each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer or employee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity while serving as a director, officer or employee or in any other capacity while serving as a director, officer or employee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the ABCA, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes or amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer or employee and shall inure to the benefit of the indemnitee's heirs, testators, intestates, executors and administrators; provided, however, that such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and with respect to a criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided further, however, that no indemnification shall be made in the case of an action, suit or proceeding by or in the right of the Corporation in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such director, officer, employee or agent is liable to the Corporation, unless a court having jurisdiction shall determine that, despite such adjudication, such person is fairly and reasonably entitled to indemnification; provided further, however, that, except as provided in Section 7.1(c) of this Article VII with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) initiated by such indemnitee was authorized by the Board. The right to indemnification conferred in this Article VII shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the ABCA requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise.

(c) If a claim under Section 7.1(b) of this Article VII is not paid in full by the Corporation within 60 days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of any undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the ABCA. Neither the failure of the Corporation (including the Board, independent legal counsel, or the Shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of

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conduct set forth in the ABCA, nor an actual determination by the Corporation (including the Board, independent legal counsel or the Shareholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Section or otherwise shall be on the Corporation.

(d) The rights to indemnification and to the advancement of expenses conferred in this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Certificate, agreement, vote of Shareholders or disinterested directors or otherwise.

7.2 Insurance.

The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was a director, officer, employee or agent of the Corporation or any person who is or was serving at the request of the Corporation as a director, officer, employer or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the ABCA.

ARTICLE VIII

8.1 Fiscal Year.

The fiscal year end of the Corporation shall be December 31 unless otherwise determined by the Board.

8.2 Amendment.

Any bylaw (including these Bylaws) may be adopted, amended or repealed by the vote of the holders of a majority of the shares then entitled to vote or by the Shareholders' written consent pursuant to Section 2.11 of Article II, or by the vote of the Board or by the directors' written consent pursuant to Section 3.6 of Article III.

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CERTIFICATE BY SECRETARY OF ADOPTION OF BYLAWS BY SOLE INCORPORATOR

OF FSE, Inc.

The undersigned, Brandon Emmett, as Secretary of FSE, Inc., an Alaska corporation (the "Corporation"), hereby certifies the attached document is a true and complete copy of the bylaws of the Corporation and that such bylaws were duly adopted by the sole incorporator of the Corporation on the date set forth below.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of January 16, 2015.

Brandon Emmett Secretary 1/16/15

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ACTION BY UNANIMOUS WRITTEN CONSENT IN LIEU OF FIRST MEETING BY THE BOARD OF DIRECTORS OF FSE, Inc.,
an Alaska Corporation

The undersigned, constituting all of the members of the board of directors (the "Board") of FSE, Inc., an Alaska corporation (the Corporation), in lieu of holding a meeting of the Board, hereby consent to the taking of the actions set forth herein, and the approval and adoption of the following resolutions by this unanimous written consent ("Written Consent") pursuant to Section 10.06.475 of the Alaska Business Corporation Act:

Articles of Incorporation

RESOLVED, that the Articles of Incorporation of the Corporation filed with the Alaska Secretary of State hereby are adopted, ratified and affirmed in all respects.

RESOLVED FURTHER, that the Secretary of the Corporation is authorized and directed to insert a certified copy of the Articles of Incorporation in the Corporation's minute book.

Stock Issuance

RESOLVED, that the officers of the Corporation are hereby authorized to issue and sell shares of common stock of the Corporation, $0.01 par value (the "Shares"), which the Board hereby determines to be the fair market value of the Corporation's common stock as of the date hereof, to each person named below (the "Shareholder"), in the amounts specified opposite each name in exchange for cash or contributed property as follows:

Name of Shareholder	Number of Shares	Total Purchase Price($)
Frank Berardi	10,000	$500.00
Shaun Tacke	10,000	$500.00
Brandon Emmett	10,000	$500.00

RESOLVED FURTHER, that the Board hereby determines that the consideration to be received for the above-mentioned Shares is adequate for the Corporation's purposes, and that the sale and issuance of the Shares to each of the above-named persons shall be conditioned upon receipt by the Corporation of the purchase price of said Shares and final copies of all appropriate documentation required by Corporation.

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RESOLVED FURTHER, that upon the issuance and sale in accordance with the foregoing resolutions, such Shares shall be validly issued, fully paid and non-assessable shares of common stock of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are hereby authorized and directed, for and on behalf of the Corporation, (i) to take all actions necessary to comply with applicable laws with respect to the sale and issuance of the Shares, (ii) to thereafter execute and deliver on behalf of the Corporation, pursuant to the authorization above, share certificates representing the Shares set forth above, and

(i) to take any such other action as they may deem necessary or appropriate to carry out the issuance of the Shares and intent of these resolutions.

Corporate Records and Minute Book

RESOLVED, that the officers of the Corporation are hereby authorized and directed to procure all corporate books, books of account and stock books that may be required by the laws of Alaska or of any foreign jurisdiction in which the Corporation may do business or which may be necessary or appropriate in connection with the business of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are authorized and directed to maintain a minute book containing the Articles of Incorporation, as filed with and certified by the office of the Alaska Secretary of State and as may be amended from time to time, its Bylaws and any amendments thereto, and the minutes of any and all meetings and actions of the Board, Board committees and the Corporation's shareholders, together with such other documents, including this Written Consent, as the Corporation, the Board or the Corporation's shareholders shall from time to time direct and to ensure that an up to date copy is also kept at the principal executive office of the Corporation (as designated below) .

Corporate Seal

RESOLVED, that the Corporation shall have a corporate seal in the form of two concentric circles with the name of the Corporation between the two circles and the year of incorporation and "Alaska" within the inner circle.

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Shares Certificates

RESOLVED, that the form of Shares certificate attached hereto has been presented to the Board for review and is hereby approved and adopted as the form Shares certificate of the Corporation and the Secretary of the Corporation is directed to insert such form Shares certificate in the minute book of the Corporation.

Annual Accounting Period

RESOLVED, that until otherwise determined by the Board the fiscal year of the Corporation shall end on December 31.

Principal Executive Office

RESOLVED, that the principal executive office of the Corporation shall initially be located at 801 Pelican Way, Fairbanks, Alaska 99709.

Bank Accounts

RESOLVED, that the officers of the Corporation are hereby authorized and directed to establish, maintain and close one or more accounts in the name of the Corporation for the funds of the Corporation with any federally insured bank or similar depository; to cause to be deposited, from time to time, insuch accounts, such funds of the Corporation as such officer deems necessary or advisable, and to designate, change or revoke the designation, from time to time, of the officer or officers or agent or agents of the Corporation authorized to make such deposits and to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Corporation against any funds deposited in any of such accounts; and to make such rules and regulations with respect to such accounts as such officers may deem necessary or advisable, and to complete, execute and deliver any documents as banks and similar financial institutions customarily require to establish any such account and to exercise the authority granted by this resolution including, but not limited to, customary signature card forms and form banking resolutions.

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RESOLVED FURTHER, that all form resolutions required by any such depository, if any, are adopted in such form used by such depository by this Board, and that the Secretary is authorized to certify such resolutions as having been adopted by the Board and directed to insert a copy of any such form resolutions in the minute book of the Corporation.

RESOLVED FURTHER, that any such depository to which a certified copy of these resolutions has been delivered by the Secretary of the Corporation is entitled to rely upon such resolutions for all purposes until it shall have received written notice of the revocation or amendment of these resolutions, as adopted by the Board.

Qualification to do Business

RESOLVED, that the officers of the Corporation are hereby authorized and directed for and on behalf of the Corporation to take such action as they may deem necessary or advisable to effect the qualification of the Corporation to do business as a foreign corporation in each state that the officers may determine to be necessary or appropriate, or to withdraw from or terminate the Corporation's qualification to do business in any such state.

RESOLVED FURTHER, that any resolutions which in connection with the foregoing shall be certified by the Secretary of the Corporation as having been adopted by the Board pursuant to this Written Consent shall be deemed adopted pursuant to this Written Consent with the same force and effect as if presented to the Board and adopted thereby on the date of this Written Consent, and shall be included in the minute book of the Corporation.

Payment of Expenses

RESOLVED, that the officers of the Corporation are hereby authorized and directed to pay all expenses of the incorporation and organization of the Corporation, including reimbursing any person for such person's verifiable expenses therefor.

Agent for Service of Process in Alaska

RESOLVED, that Shaun Tacke shall be appointed the Corporation's agent for service of process in Alaska.

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Authorization of Further Actions

RESOLVED, that the officers of the Corporation are, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Corporation, to execute all documents and to take all further actions they may deem necessary, appropriate or advisable to effect the purposes of each of the foregoing resolutions .

RESOLVED, that any and all actions taken by any officer of the Corporation in connection with the matters contemplated by the foregoing resolutions are hereby approved, ratified and confirmed in all respects as fully as if such actions had been presented to the Board for approval prior to such actions being taken.

IN WITNESS WHEREOF, each of the undersigned, being all the directors of the Corporation, has executed this Written Consent as of the date set forth below.

Date: January 16, 2015 Directors & Officers:

Frank Berardi
Director
CEO

Shaun Tacke
Director
CFO

Brandon
Emmett
Director
COO

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EXHIBIT B
FORM OF SHARE CERTIFICATE

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OPERATING AGREEMENT OF
U.N.ME, LLC

THIS OPERATING AGREEMENT OF U.N.ME, LLC (the "Operating Agreement"), is entered into effective as of the Effective Date, by Melissa Cervantes, the sole Member and Manager of the company.

The undersigned has agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned, intending legally to be bound, agrees as follows:

1. Definitions. Unless the context otherwise specifies or requires, capitalized terms used in this Operating Agreement shall have the respective meanings assigned to them in this Section 1 for all purposes of this Operating Agreement (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references in this Operating Agreement to Sections are to Sections of this Operating Agreement.

1.1 "**Act**" means the Alaska Limited Liability Company Act, Alaska Statutes § 10.50.010, *et seq.*, as in effect and hereafter amended, and, unless the context otherwise requires, applicable regulations thereunder. Any reference herein to a specific section or sections of the Act shall be deemed to include a reference to any corresponding provisions of future law.

1.2 "**Additional Capital Contribution**" means any Capital Contribution made by any Member after the Initial Capital Contribution pursuant to Section 3.2.

1.3 "**Articles of Organization**" or "**Articles**" means the Articles of Organization filed for the Company in accordance with the Act.

1.4 "**Bankruptcy**" means, and a Member shall be deemed "**Bankrupt**" upon, (i) the entry of a decree or order for relief of the Member by a court of competent jurisdiction in any involuntary case involving the Member under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (iii) the ordering of the winding up or liquidation of the Member's affairs; (iv) the filing with respect to the Member of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law); (v) the commencement by the Member of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (vi) the consent by the Member to the

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entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (vii) the making by the Member of any general assignment for the benefit of creditors; or (viii) the failure by the Member generally to pay his or her debts as such debts become due.

1.5 "**Capital Account**" means the separate account established and maintained for each Member pursuant to Section 3.3.

1.6 "**Capital Contribution**" means any property, including cash, contributed to the Company by or on behalf of a Member.

1.7 "**Code**" means the Internal Revenue Code, as in effect and hereafter amended, or any corresponding provision of any succeeding law.

1.8 "**Company**" means U.N.ME, LLC.

1.9 "**Dollars**" and "**$**" mean the lawful money of the United States.

1.10 **"Effective Date"** means the date of governmental or regulatory approval of any required licensure of the corporations or business entities in which the Company possesses shares or other ownership interests.

1.11 "**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect from time to time.

1.12 "**Initial Capital Contribution**" means the initial contribution of capital to the Company made by the Members as set forth in Section 3.1 and on Exhibit "A" attached hereto and incorporated herein.

1.13 **"Manager"** means any person or his or her successor as may be appointed pursuant to the terms of this Operating Agreement.

1.14 **"Member"** or "**Members**" means Melissa Cervantes, and any other Person who shall in the future execute this Operating Agreement pursuant to the provisions of this Operating Agreement.

1.15 "**Membership Interest**" means the Percentage Interest of a Member in the Company.

1.16 "**Operating Agreement**" means this Operating Agreement, as this Operating Agreement may be amended or modified from time to time, together with all

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addenda, exhibits, and schedules attached to this Operating Agreement from time to time.

1.17 "**Percentage Interest**" means a Member's percentage share of ownership of the Company, which shall be equal to the percentage that such Member's Capital Contributions bears to the sum of all Capital Contributions.

1.18 "**Person**" or "**Persons**" means any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization.

2. Organization and Purpose.

2.1 Name of Company. The name of the Company shall be U.N.ME, LLC.

2.2 Purpose. The Company is organized to hold shares in other corporations incorporated under the laws of the State of Alaska, and to conduct any or all lawful affairs for which a limited liability company is organized under AS 10.50. The Company shall have the power to do any and all lawful acts for the furtherance of the purposes of the Company and this Operating Agreement.

2.3 Term. The term of the Company shall begin upon the acceptance of the Articles of Organization by the State of Alaska, Department of Commerce, Community, and Economic Development, Corporations Section. The term of the Company shall continue until terminated pursuant to Section 10 of this Agreement or the mandatory provisions of the Act.

2.4 Principal Office. The principal office of the Company in the state of Alaska shall be located at 607 Old Steese Highway, Suite B209, Fairbanks, AK 99701, or at any other place within the state of Alaska as the Manager determines. The Manager may, in the Manager's sole and absolute discretion, establish and maintain such other offices and additional places of business of the Company, either within or without the state of Alaska, as the Manager deems appropriate.

2.5 Registered Office and Registered Agent. The street address of the initial registered office of the Company is 607 Old Steese Highway, Suite B209, Fairbanks, AK 99701, and the Company's registered agent at such address shall be Melissa Cervantes.

3. Capital.

3.1 Initial Capital Contributions of the Members. Concurrently with the execution of this Operating Agreement, each Member shall contribute to the Company property in the form of cash in the amounts set forth on Exhibit "A." Concurrently with the Effective Date: (i) the Manager shall cause the Company to purchase fifty

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(50) shares of FSE, Inc. ("Shares"); and (ii) the Members shall agree to assign the Shares to the Company. The amount of the initial contribution of the Members shall be recorded as a contribution to the capital of the Company, after such assignment.

3.2 Additional Capital Contributions of the Members. A Member's share of the total Additional Capital Contribution shall be equal to the product obtained by multiplying the Member's Percentage and the total Additional Capital Contribution required.

3.3 Capital Accounts. A separate Capital Account shall be established and maintained for each Member. The Capital Account of each Member shall be (i) increased by the amount of any Capital Contributions made to the Company by the Member, (ii) increased or decreased by items of Net Income or Net Loss allocated to the Member pursuant to Section 4.1, and (iii) decreased by any distributions made from the Company to the Member.

3.4 No Interest on Capital Contributions or Capital Accounts. No Member shall be entitled to receive any interest on such Member's Capital Contributions or outstanding Capital Account balance.

3.5 Advances to Company. No Member shall advance funds or make loans to the Company in excess of the amounts required hereunder to be contributed by such Member to the capital of the Company without the express written consent of the Manager. Any such approved advances or loans by a Member shall not result in any increase in the amount of such Member's Capital Account or entitle such Member to any increase in its Percentage Interest. The amounts of such advances or loans shall be a debt of the Company to such Member and shall be payable or collectible only out of the Company's assets in accordance with terms and conditions agreed upon by the Manager.

3.6 Liability of Members and Manager. Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member or the Manager. 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 the Act or this Operating Agreement shall not be grounds for imposing personal liability on the Members or the Manager for debts, obligations, and liabilities of the Company.

3.7 Return of Capital. Except upon the dissolution of the Company or as may be specifically provided in this Operating Agreement, no Member shall have the right to demand, or to receive the return of, all or any part of the Member's Capital Account or the Member's Capital Contributions to the Company.

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4. Allocation of Profits and Losses; Distributions; Taxes.

4.1 Allocation of Net Income or Net Loss. Except as otherwise provided in Section 4.2, the net income or net loss, other items of income, gains, losses, deductions, and credits, and the taxable income, gains, losses, deductions, and credits of the Company, if any, for each fiscal year (or portion thereof) shall be allocated to the Members in proportion to their Percentage Interests.

4.2 Allocation of Income and Loss With Respect to Company Interests Transferred. If any interest is transferred during any fiscal year, the net income or net loss (and other items referred to in Section 4.1) attributable to such interest for such fiscal year shall be allocated between the transferor and the transferee by closing the books of the Company as of the date of the transfer.

4.3 Distributions. Distributions to the Members may be made at times and in amounts as are determined by the Manager in the Manager's sole discretion. Approved distributions shall be made to the Members in proportion to their Percentage Interests. Distributions may be made in cash or by distributing property in kind.

4.4 Taxes.

4.4.1 Reports. As soon as practicable after the end of each fiscal year, the Company shall prepare and mail to each Member a report containing all information necessary for the Member to include such Member's share of taxable income or loss (or items thereof) in an income tax return.

4.4.2 Nonrecourse Loans.

(a) For federal income tax purposes, any loss attributable to a nonrecourse loan made to the Company by a Member (*i.e.*, any loss that would be economically borne by such Member in the capacity as lender) shall be allocated to such Member in accordance with Treas. Reg. §1.704-1(b)(4)(iv)(g). If any allocation of loss is made pursuant to the preceding sentence, subsequent income and gain of the Company shall first be allocated to such Member until the amount of income and gain so allocated equals the amount of loss previously allocated to the Member pursuant to the preceding sentence.

(b) For federal income tax purposes, any loss attributable to a nonrecourse loan made to the Company other than by a Member shall be allocated pursuant to Treas. Reg. §1.704-1(b)(4)(iv) according to the Percentage Interests in the Company.

4.4.3 Contributions of Property. In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, depreciation, amortization, gain, and loss, as determined for tax purposes, with respect to any contributed property the book value of which differs from its adjusted basis for federal income tax purposes,

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shall, for tax purposes, be allocated between the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its book value.

4.4.4 Purpose of Tax Allocations. Allocations pursuant to this Section 4.4 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, the Capital Account of any Member or such Member's share of profit, loss, other items, or distributions pursuant to any provision of this Operating Agreement. The provisions of this Section 4.4 relating to federal income tax treatment of an item shall apply for state and local income tax purposes to the extent permitted under applicable law. Any elections or other decisions relating to such allocations shall be made by the Manager pursuant to Section 4.1 of this Operating Agreement.

4.4.5 Modifications. If the Manager determines that any of the provisions of this Section 4.4 do not comply with the rules of Treas. Reg. §1.704-1(b)(3) for allocating income, gain, loss, and deductions of the Company in accordance with the Percentage Interests in the Company, the Manager may make any modifications required to cause such provisions to comply with such rules.

5. Management of Company.

5.1 Manager. The Members agree that the Company shall be managed by a Manager, who initially shall be Melissa Cervantes. The Manager shall hold office until her resignation, removal from office, or death. Upon the happening of any of these events, a successor Manager shall be appointed to fill the vacancy by a majority vote of the Members.

5.2 Management of Company. Except as specifically limited in this Operating Agreement, or under applicable law, the Manager shall have the sole and exclusive right to manage, control, and conduct the business and affairs of the Company. Accordingly, the Manager shall: (i) manage the affairs and business of the Company; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on behalf of the Company. The Manager shall take all actions necessary or appropriate to accomplish the Company's purposes in accordance with the terms of this Operating Agreement.

5.3 Rights and Powers of Manager. In addition to the rights and powers which the Manager may have in accordance with Section 5.2, and except as otherwise specifically limited in this Operating Agreement or under applicable law, the Manager shall have specific rights and powers required for the management of the business of the Company, including, the right to do the following:

5.3.1 Establish overall policy decisions with respect to the business and affairs of the Company;

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5.3.2 Review and approve annual budgets and operating guidelines;

5.3.3 Approve contracts, agreements, and commitments of the Company in an amount not to exceed the value of the assets then owned by the Company;

5.3.4 Approve the choice of bank depositories, and approve arrangements relating to signatories on bank accounts;

5.3.5 Approve the choice of the Company's attorneys, independent accountants, and any other consultants, including, without limitation, market consultants, leasing agents, management agents, and advertising and public relations agents;

5.3.6 Approve any change to the Company's fiscal year;

5.3.7 Approve all distributions to the Members;

5.3.8 Approve the conveyance, sale, transfer, assignment, pledge, encumbrance, or disposal of, or the granting of a security interest in, any assets of the Company;

5.3.9 Incur indebtedness or loan or extend credit to any Person in an amount not to exceed the value of the assets then owned by the Company;

5.3.10 Employ, appoint, and remove any Company employee who is involved in the day-to-day management or business of the Company;

5.3.11 Change any accounting principles used by the Company, except to the extent required by GAAP;

5.3.12 Notify entities owned in whole or in part by the Company of any changes in ownership of the Company; and

5.3.13 Approve any tax elections of the Company.

5.4 Extraordinary Transactions. Notwithstanding anything to the contrary in this Operating Agreement, the Manager shall not undertake any of the following without the approval of the Members:

5.4.1 The admission of additional Members to the Company;

5.4.2 Discontinuance of the Company's business;

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5.4.3 Sale of the Company's business or substantial portion thereof, or the sale, exchange, or other disposition of all, or substantially all, of the Company's assets;

5.4.4 Any merger, reorganization, or recapitalization of the Company;

5.4.5 Settlement or confession of judgment in any legal matter;

5.4.6 Taking or effecting any action that would render the Company bankrupt or insolvent or, except as expressly provided in this Operating Agreement, cause the termination, dissolution, liquidation, or winding-up of the Company; and

5.4.7 Such other matters and decisions as the Members may from time to time designate.

5.5 Third Party Reliance. Third parties dealing with the Company shall be entitled to rely upon the power and authority of the Manager as set forth herein.

5.6 Standard of Care. The Manager shall not be liable to the Company or its Members for monetary damages for breach of fiduciary duty or otherwise liable, responsible, or accountable to the Company or its Members for monetary damages or otherwise for any acts performed, or for any failure to act. However, this provision shall not eliminate or limit the liability of the Manager: (i) for any breach of her duty of loyalty to the Company or its Members; (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, gross negligence, or fraud; (iii) for any transaction from which the Manager received any improper personal benefit; or (iv) if proven in court to have knowingly and actively acted against the financial interest of a Member.

5.7 Management Fee; Reimbursement of Expenses.

5.7.1 The Manager shall not be compensated for her services without the consent of the Members.

5.7.2 All expenses incurred by the Manager with respect to the organization, operation, and management of the Company may be paid or reimbursed upon submission of a request for reimbursement accompanied by appropriate receipts and documentation of the business purposes of the expense.

5.8 Conflicts of Interest. The Manager need not devote full time to the Company's business, but shall devote such time as she in her discretion, deems necessary to manage the Company's affairs in an efficient manner. Subject to the limitations of AS 10.50.140, the Manager, at any time, may engage in and possess interests in other business ventures of any and every type independently or with others,

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with no obligation to offer to the Company or any Member the right to participate therein. The Company may transact business with any Member or the Manager subject to the limitations of AS 10.50.140.

5.9 Agents. The Manager may designate one or more individuals as agents of the Company for any purpose. No agent need be a Member. Each agent shall have the authority and shall perform the duties designated by the Manager. Vacancies may be filled or new offices created and filled by the Manager. Any agent appointed by the Manager may be removed by the Manager whenever, in her sole judgment, the best interests of the Company would be served. However, such removal shall be without prejudice to the contract rights, if any, of the person so removed.

5.10 Removal and Voluntary Resignation of Manager. The Manager may be removed by a majority vote of the Members at a meeting of the Members called for that purpose, provided that notice has been given as required by this Operating Agreement. The Manager may resign at any time, without prejudice to any rights of the Company, by giving written notice to the Members.

6. Members.

6.1 Meetings. Meetings of the Members may be called by any Member or by the Manager. The meeting shall be held at the principal place of business of the Company or as designated in the notice or waivers of notice of the meeting.

6.2 Notice. Notice of any meeting of the Members shall be given no fewer than five (5) days and no more than thirty (30) days prior to the date of the meeting. Notices shall be delivered in the manner set forth in Section 11.3 and shall specify the purpose or purposes for which the meeting is called. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.3 Quorum. The holders of a majority of the Membership Interests, present in person or represented by proxy, shall constitute a quorum for transaction of business at any meeting of the Members, provided that if the holders of less than a majority of the Membership Interests are present at said meeting, the holders of a majority of the Membership Interests may adjourn the meeting at any time without further notice.

6.4 Manner of Acting. The act of the holders of a majority of the Membership Interests present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by statute, this Operating Agreement, or the Articles.

6.5 Action Without Meeting. Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the

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Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the Members were present and voting. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who were entitled to vote but did not consent in writing.

6.6 Telephonic Meetings. The Members may participate in and act at any meeting of the Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Person or Persons so participating.

6.7 Proxies. Each Member entitled to vote at a meeting of the Members, or to express consent or dissent to action in writing without a meeting, may authorize another Person or Persons to act for such Member by proxy. Such proxy shall be deposited at the principal offices of the Company not less than forty-eight (48) hours before a meeting is held or action is taken, but no proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.8 Voting of Interests. Each Member shall be entitled to vote according to the Member's Membership Interest in the Company upon each matter submitted to a vote of the holders thereof.

6.9 Other Activities of Members; Restrictions on Competition. Any Member, or any affiliate thereof, may have other business interests or may engage in other business ventures of any nature or description whatsoever, whether currently existing or hereafter created, and may compete, directly or indirectly, with the business of the Company, subject to the limitations of AS 10.50.140, to the extent applicable to such Member. No Member, or affiliate thereof, shall incur any liability to the Company as a result of his, her, or its pursuit of such other permitted business interests, ventures, and competitive activity, and neither the Company nor the other Members shall have any right to participate in such other business ventures or to receive or share in any income or profits derived therefrom, subject to the limitations of AS 10.50.140, to the extent applicable to such Member.

6.10 All expenses incurred with respect to the organization or operation of the Company shall be paid or reimbursed by the Company.

6.11 No Member may participate in the management and operation of the Company's business and its investment activities or bind the Company to any obligation or liability whatsoever; however, a Member may exercise any power authorized by the Act that a Member may exercise without being considered to be taking part in the control of the business of the Company.

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7. Indemnification.

7.1 Right of Indemnification. In accordance with the Act and this Operating Agreement, the Company shall indemnify, defend, and hold harmless any Member, the Manager, or other officers, directors, partners, joint venturers, employees, or agents of the Company (individually, in each case, an "Indemnitee") to the fullest extent permitted by law, from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative, or investigative, in which the Indemnitee may be involved or threatened to be involved, as a party or otherwise, arising out of or incidental to the business or activities of or relating to the Company, regardless of whether the Indemnitee continues to be a Member, Manager, or officer, director, partner, joint venturer, employee, or agent of the Company, at the time any such liability or expense is paid or incurred; provided, however, that this provision shall not eliminate or limit the liability of an Indemnitee (i) for any breach of the Indemnitee's duty of loyalty to the Company or the Members, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, gross negligence, or fraud, or (iii) for any transaction from which the Indemnitee received any improper personal benefit.

7.2 Advances of Expenses. Expenses incurred by an Indemnitee in defending any claim, demand, action, suit, or proceeding subject to this Section 7 shall, from time to time, upon request by the Indemnitee, be advanced by the Company prior to the final disposition of such claim, demand, action, suit, or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined in a judicial proceeding or a binding arbitration that such Indemnitee is not entitled to be indemnified as authorized in this Section 7.

7.3 Other Rights. The indemnification provided by this Section 7 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, vote of the Members, as a matter of law or equity, or otherwise, both as to an action in the Indemnitee's capacity as a Member, officer, or any affiliate thereof, and as to an action in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of the Indemnitee.

7.4 Insurance. The Company may purchase and maintain insurance on behalf of the Manager, the Members, and such other Persons as the Manager shall determine, against any liability that may be asserted against or expense that may be incurred by such Members or Persons in connection with the offering of interests in the Company or the business or activities of the Company, regardless of whether the Company would have the power to indemnify such Members or Persons against such liability under the provisions of this Operating Agreement.

8. Bank Accounts; Books and Records; Taxes; Fiscal Year.

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8.1 Bank Accounts. All funds of the Company shall be deposited in the Company's name in such checking and savings accounts, time deposits, certificates of deposit, or other accounts in such Alaska banking or brokerage houses or invested in such mutual funds or money market instruments as shall be designated by the Manager from time to time, and the Manager shall arrange for the appropriate conduct of such account or accounts.

8.2 Books and Records. The Manager shall keep, or cause to be kept, accurate, full and complete books and accounts, showing assets, liabilities, income, operations, transactions, and the financial condition of the Company, copies of the Company's financial statements and the federal, state, and local tax returns of the Company for at least the last six (6) fiscal years. Such books and accounts shall be prepared on the accrual basis of accounting. Any Member or its designee shall have access thereto at any reasonable time during regular business hours and shall have the right to copy said records at such Member's expense.

8.3 Where Maintained. The books, accounts, and records of the Company at all times shall be maintained at the Company's principal office.

8.4 Financial Statements and Information.

8.4.1 Periodic Reports. The Company shall report to the Members on the significant transactions affecting the Company.

8.4.2 Other Reports. The Company shall provide to the Members such other reports and information concerning the business and affairs of the Company as may be required by the Act, other law or regulation of any regulatory body applicable to the Company or the Members, and this Operating Agreement.

8.5 Accounting Decisions. All decisions as to accounting matters, except as specifically provided to the contrary in this Operating Agreement, shall be made by the Manager.

9. Transfer and Conversion of Membership Interests and the Addition, Substitution, and Withdrawal of Members.

9.1 Transfer of Company Interests.

9.1.1 Definition of Transfer. The term "transfer," when used in this Section 9 with respect to a Membership Interest, shall include any sale, assignment, gift, pledge, hypothecation, mortgage, exchange, or other disposition, except that such term shall not include any pledge, mortgage, or hypothecation of or granting of a security interest in a Membership Interest in connection with any financing obtained on behalf of the Company.

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9.1.2 Void Transfers. No Membership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section 9. Any transfer or purported transfer of any Membership Interest not made in accordance with this Section 9 shall be void *ab initio*.

9.2 Restrictions of Transfers.

9.2.1 Consent Required. No Member may transfer all or any portion of such Member's Membership Interest or such Member's Capital Account without the express written consent of the nontransferring Members.

9.2.2 Substitution. Any transferee of a Membership Interest shall become a substituted Member upon (i) the express written consent of the nontransferring Members in the exercise of their sole and absolute discretion; (ii) the transferee agreeing to be bound by all the terms and conditions of the Certificate and this Operating Agreement as then in effect; (iii) documentation satisfactory to the nontransferring Members that the proposed substituted Member is a resident of the State of Alaska, as defined by any and all applicable Alaska laws, and is otherwise permitted to own the Membership Interests and have ownership of the Shares pursuant to Alaska law; and (iv) receipt of any necessary regulatory approvals. Unless and until a transferee is admitted as a substituted Member, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder. A Member who has transferred such Member's Membership Interest shall cease to be a Member upon transfer of the Member's entire Membership Interest and thereafter shall have no further powers, rights, and privileges as a Member hereunder except as provided in Section 9.

9.2.3 Dealing with Members. The Company, each Member, and any other Person or Persons having business with the Company need deal only with Members who are admitted as Members or as substituted Members of the Company, and they shall not be required to deal with any other person by reason of transfer by a Member, except as otherwise provided in this Operating Agreement.

9.3 No Right to Withdraw. No Member shall have any right to resign or otherwise withdraw from the Company without the express written consent of all the other Members.

9.4 Admission by Consent of Members. No person, firm, corporation, trust, partnership, limited liability company, or other legal entity shall be admitted to the Company as an additional Member without the consent of a majority of all of the Membership Interests; and documentation satisfactory to the Members that the proposed additional Member is a resident of the State of Alaska, as defined by any and all applicable Alaska laws, and is otherwise permitted to own the Membership Interests and have ownership of the Shares pursuant to Alaska law

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9.4.1 Capital Contributions and Fair Market Value. The fair market value of any property other than cash or publicly-traded securities to be contributed by an additional Member as its initial Capital Contribution shall be agreed upon by the additional Member and the holders of a majority of the Membership Interests before contribution, or, alternatively, shall be determined by a disinterested appraiser selected by the Manager.

9.4.2 Limitations. Notwithstanding the provisions of Section 9.4.1, no additional Member shall be admitted until such prospective Member also completes the following actions: (i) provides evidence satisfactory to the Manager that such an admission will not violate any applicable securities law or cause a termination of the Company under applicable provisions of the Code; (ii) pays all reasonable expenses connected with such admission; and (iii) agrees to be bound by all of the terms and provisions of this Agreement by becoming a signatory hereto.

9.4.3 Admissions in Violation of this Section. Any admission of an additional Member in violation of this Section 9 shall be null and void and of no force or effect whatsoever.

10. Dissolution, Liquidation, and Termination.

10.1 Events Causing Dissolution. The Company shall be dissolved and shall commence winding up its affairs upon the first to occur of any of the following events:

10.1.1 The consent in writing to dissolve and wind up the affairs of the Company by all of the Members;

10.1.2 The sale or other disposition by the Company of all or substantially all of the Company's assets and the collection of all amounts derived from any such sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidence of indebtedness taken by the Company and the satisfaction of contingent liabilities of the Company in connection with such other disposition (unless the Members shall elect to distribute such indebtedness to the Members in liquidation);

10.1.3 The Bankruptcy, dissolution, or liquidation of a Member;

10.1.4 The time fixed in this Operating Agreement or the Articles as the expiration of the term of the Company; or

10.1.5 The occurrence of any default that, under the Act or other applicable Alaska laws, would cause the dissolution of the Company or that would make it unlawful for the business of the Company to be continued.

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10.2 Winding Up. Upon the dissolution of the Company, the Manager, or, if there is no Manager, the Members, shall wind up the Company's affairs and satisfy the Company's liabilities. If there is no Manager, the Members shall liquidate all of the Company property and assets as quickly as possible consistent with obtaining the full fair market value of said property and assets. During this period, the Members, if there is no Manager, shall continue to operate the Company property and assets, and all of the provisions of this Operating Agreement shall remain in effect. The Members, if there is no Manager, shall notify all known creditors and claimants of the dissolution of the Company in accordance with the provisions of the Act.

10.3 Final Distribution. The proceeds from the liquidation of the Company shall be distributed as follows:

10.3.1 First, to creditors, including any Member who is a creditor, until all of the Company's debts and liabilities are paid and discharged (or provision is made for payment thereof); and

10.3.2 The balance, if any, to the Members, in proportion to their Percentage Interests as of the date of such distribution, after giving effect to all contributions, distributions, and allocations for all periods.

10.4 Distributions in Kind. In connection with the termination and liquidation of the Company, the Members, if there is no Manager, shall attempt to sell all of the Company property and assets. To the extent that property or assets are not sold, each Member will receive such Member's Percentage Interest of any distribution in kind. Any property or assets distributed in kind upon liquidation of the Company shall be valued on the basis of an independent appraisal and treated as though the property or assets were sold and the cash proceeds distributed.

10.5 No Recourse against the Manager. The Members shall look solely to the assets of the Company for the return of their investment, and, if the property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return such investment, the Members shall have no recourse against the Manager or any other Member.

10.6 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member upon dissolution of the Company shall not be an asset of the Company, and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

10.7 Articles of Dissolution. On completion of the distribution of Company property and assets as provided herein, the Company is terminated, and the Members (or such other Person or Persons as the Act may require or permit) shall file articles of dissolution with the appropriate state agency, cancel any other filings made

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pursuant to the Act, and take such other actions as may be necessary to terminate the Company.

11. General Provisions.

11.1 Compliance with Act. The Members agree not to take any action or fail to take any action which, considered alone or in the aggregate with the other actions or events, would result in the termination of the Company under the Act.

11.2 Additional Actions and Documents. The Members agree to take, or cause to be taken, such further actions to execute, acknowledge, deliver, and file, or cause to be executed, acknowledged, delivered, and filed, such further documents and instruments, and to use their best efforts to obtain such consents, as may be necessary or as may be reasonably requested to fully effectuate the purposes, terms, and conditions of this Operating Agreement, whether before, at, or after the closing of the transactions contemplated by this Operating Agreement.

11.3 Notices. Any notice hereunder to any Member shall be in writing, may be sent by facsimile, and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class postage prepaid, and addressed to any Member at the addresses shown below or at such other address as a Member may have designated by written notice received by the other Members as the address for this purpose.

If to Melissa Cervantes:

607 Old Steese Highway, Suite B209
Fairbanks, Alaska 99701

11.4 Severability. If a court of competent jurisdiction finds any provisions of this Operating Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Operating Agreement in all other respects shall remain valid and enforceable.

11.5 Survival. It is the express intention and agreement of the Members that all covenants, agreements, statements, representations, warranties, and indemnities made in this Operating Agreement shall survive the execution and delivery of this Operating Agreement.

11.6 Waiver. No delay on the part of a Member or the Manager in the exercise of any right, power, or remedy shall operate as a waiver thereof, nor shall any

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single or partial exercise of any right, power, or remedy preclude other or further exercise of any other right, power, or remedy.

11.7 Amendments. This Agreement may be amended by a vote of the majority of the Members. No amendment, or waiver of, or consent with respect to, any provision of this Operating Agreement shall be effective unless it shall be in writing and signed and delivered by the Members. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a Member or the Company would otherwise have at law or in equity or otherwise.

11.8 Computations. When the character or amount of any asset, liability, or item of income or expense is to be determined or any calculation or other accounting computation is to be made for the purpose of this Operating Agreement, that determination or calculation, to the extent applicable and except as otherwise specified in this Operating Agreement, shall be made in accordance with GAAP in effect at the time.

11.9 Binding Effect. Subject to any provisions hereof restricting assignment, this Operating Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors and assigns.

11.10 Limitation on Benefits of this Operating Agreement. Subject to Section 9, it is the explicit intention of the Members that no Person other than the Members and the Company is or shall be entitled to bring any action to enforce any provision of this Operating Agreement against any Member or the Company, and that the covenants, undertakings, and agreements set forth in this Operating Agreement shall be solely for the benefit of, and shall be enforceable only by the Members (or their respective successors and assigns as permitted hereunder), and the Company.

11.11 Captions. Section captions used in this Operating Agreement are for convenience only and shall not affect the construction of this Operating Agreement.

11.12 Governing Law. This Operating Agreement is a contract made under and governed by the laws of the State of Alaska. All obligations and rights of the parties stated herein shall be in addition to, and not in limitation of, those provided by applicable law.

11.13 Integration. This Operating Agreement (including the Exhibits hereto) and the Articles of Organization represent the entire agreement between the Members with respect to the transactions contemplated herein, and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

11.14 Counterparts. This Operating Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute

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but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Operating Agreement to form one document.

11.15 Strict Construction. It is the intent of the Members upon execution hereof that this Operating Agreement shall be deemed to have been prepared by all of the parties to the end that no Member shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

IN WITNESS WHEREOF, following adoption of this Operating Agreement by the Members, the Members have executed this Operating Agreement as of the date first set forth above.

MEMBERS: **MELISSA CERVANTES**

Melissa Cervantes (digital signature)

Melissa Cervantes

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EXHIBIT "A"

INITIAL CAPITAL CONTRIBUTIONS OF MEMBERS
[Section 3.1]

	Capital Contribution	Percent Interest
Melissa Cervantes	$10,000	100%

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