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

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

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	NOMO Gold LLC

Entity Type: Limited Liability Company

Entity #: 10042291

Status: Good Standing

AK Formed Date: 10/10/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020 File Biennial Report

Entity Mailing Address: 12015 WILDERNESS RD, ANCHORAGE, AK 99516

Entity Physical Address: 12015 WILDERNESS RD, ANCHORAGE, AK 99516-5069

Registered Agent

Agent Name: Registered Agents Inc

Registered Mailing Address: 12015 WILDERNESS RD, ANCHORAGE, AK 99516

Registered Physical Address: 12015 WILDERNESS RD, ANCHORAGE, AK 99516

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Susan Nowland	Manager, Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
10/10/2016	Creation Filing	Click to View	Click to View
12/10/2017	Initial Report	Click to View	
3/26/2018	Biennial Report	Click to View	

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Alaska Business License # **2100881**

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that

Denali Grass Company

12015 WILDERNESS RD 9072305069, ANCHORAGE, AK 99516

owned by

NOMO Gold LLC

is licensed by the department to conduct business for the period

March 11, 2020 to December 31, 2021
for the following line(s) of business:

42 - Trade

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

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

Julie Anderson
Commissioner

Received 4/15/2020

AK Entity #: 10042291
Date Filed: 12/30/2019
State of Alaska, DCCED

RECEIVED
Juneau
JAN 0 9 2020
Division of Corporations, Business and Professional Licensing

THE STATE of ALASKA

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

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Anchorage
DEC 3 0 2019
CBPL
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20192122460 3

Domestic Limited Liability Company

2020 Biennial Report

For the period ending December 31, 2019

Due Date: This report along with its fees are due by January 2, 2020

Fees: If postmarked before February 2, 2020, the fee is $100.00.
If postmarked on or after February 2, 2020 then this report is delinquent and the fee is $137.50.

Entity Name: NOMO Gold LLC

Entity Number: 10042291

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Registered Agents Inc

Physical Address: 12015 WILDERNESS RD, ANCHORAGE, AK 99516

Mailing Address: 12015 WILDERNESS RD, ANCHORAGE, AK 99516

Entity Physical Address:	12015 Wilderness Rd Anchorage AK 99516
Entity Mailing Address:	12015 Wilderness Rd Anchorage AK 99516

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Susan Nowland	12015 Wilderness Rd Anch. AK 99516	100	X	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

K2684331

Received 4/15/2020

Purpose: Speculation and prospecting in the gold mining industry throughout the State of Alaska, but not limited to the State of Alaska

RECEIVED
Juneau
JAN 09 2020
Division of Corporations, Business and Professional Licensing

NAICS Code: 212221-GOLD ORE MINING

New NAICS Code (optional): 453998 Other Misc. Retail Store

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

Signature _____ Print Name Susan Nowland Date 12-30-19

Received 4/15/2020

OPERATING AGREEMENT

NOMO Gold LLC

THIS OPERATING AGREEMENT ("Agreement") is made and entered into effective as of the close of business on November 17, 2019, by the undersigned Member of the Limited Liability Company.

ARTICLE 1

Formation of the Company

1.1 Filing Articles of Organization. NOMO Gold LLC ("the Company") was formed when executed Articles of Organization were filed with the Alaska Department of Commerce & Economic Development on October 10, 2016, in accordance with and pursuant to the Alaska Limited Liability Act (the "Act"). The Company is automatically added as a party to this agreement upon its formation.

1.2 Effect of Articles. The Company is a legal entity separate and distinct from the member(s). The Company's purpose is as stated in its articles of organization. The Company has the power to pursue this purpose as permitted under the LLC Act. Its owns its assets in its own name and capacity with no member having any direct interest in those assets.

1.3 Limited Liability. The member(s) and/or manager are not personally obligated to any; third party for the Company's debts, obligations, or liabilities.

1.4 Principal Place of Business. The principal place of business of the Company shall be Healy Alaska, and the mailing address of the Company shall be 12015 Wilderness Road, Anchorage, Alaska 99516-5069, or such other mailing address or principal place of business as the Company may from time to time select.

1.5 Other Offices. The Company may have other offices at such places within and without the State of Alaska as the Company may determine from time to time.

ARTICLE 2

Taxation and Accounting

2.1 Federal Taxation. As a single member LLC at the time of its formation the Company is classified as a "disregarded entity" by the IRS, subject to taxation as a Sole Proprietorship and required to report the Company's profit using Schedule C for the individual member's personal tax return. The Company may also make an election to be taxed as an S Corporation by filing IRS Form 2553. The decision of what tax treatment will be most beneficial to the Company and

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its member will be made consistent with the IRS Code in its present form and after consultation with a qualified tax advisor. It is acknowledged that this calculus may change from time to time due to modifications to the U.S. Tax Code and/or changes in the Company's circumstances in any given tax year and that any change in the tax treatment for the Company will be made only if and as provided for by law.

2.2 Accounting. The Company's annual accounting period for financial and tax purposes is the calendar year. The Company uses the cash basis in determining when to recognize income, expenses and other tax items.

2.3 Tax Advisor. The Company and its member represent that they have or will consult with a tax advisor before filing any S election to make sure the members estate planning arrangements or other personal or business affairs will not jeopardize the Company's S election.

ARTICLE 3

Capital Contributions

3.1 Members and Membership Interests. "Members" shall mean the undersigned and any additional persons who are admitted as Members in accordance with this Agreement, but excluding any person whose Membership Interest has been transferred in accordance with Article 7, or who has withdrawn from the Company. "Membership Interest" shall mean the ownership interest of the Members in the Company based upon the total number of units of Membership Interest outstanding at the particular time.

3.2 Initial Capital Contributions. The following Members shall make the following initial capital contributions and shall receive the following percentage of Membership Interest in exchange for their initial capital contributions:

MEMBER	PERCENTAGE OF INTEREST	AMOUNT OF CONTRIBUTION
Susan Nowland	100%	To be determined

3.3 Profit and Loss Allocations. The Members agree to share in all profits, losses and surplus of the Company according to the percentage of Membership Interest in the Company they hold, as such percentages may change from time to time. All profits and losses shall be allocated to the Members in accordance with Internal Revenue Code Section 704(b) and the alternate test for economic effect set forth in Treas. Reg.§1.704-1(b) (2) (ii) (d), if and as applicable.

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3.4 No Right to Return of Contribution. No Member shall have the right to withdraw or to demand the return of all or any part of such Member's capital contribution, except as otherwise authorized. The Company shall not be liable to the Members for repayment of their capital contributions.

3.5 Additional Capital Contributions and Loans. The Members shall not be liable to contribute additional capital to the Company. Upon approval of the Member(s), the Company may borrow funds from Members or third parties on commercially reasonable terms.

ARTICLE 4

Capital Accounts

If and as applicable a separate capital account shall be maintained for each Member in accordance with Internal Revenue Code Section 704(b) and the regulations issued thereunder. No Member shall make any withdrawal from such Member's capital account without prior approval of the Company.

ARTICLE 5

Management

The Company shall be managed by its Member(s) who shall have full and complete authority, power and discretion, to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the company's business in accordance with their respective Membership Interest.

ARTICLE 6

Meetings of Members

6.1 Meetings. Meetings of Members for the transaction of such business as may properly come before the meeting shall be held at the discretion of Members. A meeting of the Members, for any purpose or purposes, may be called by Members holding at least ten percent (10%) of the outstanding units of Membership Interest on such date or dates and at such hour as may be set forth in the notice.

6.2 Place of Meetings. The Member (s) calling the meeting may designate any place, either within or outside the State of Alaska, as the place of meeting.

6.3 Telephonic Meetings. The Members may participate in a meeting by means of a telephonic conference call or similar means of communication via the internet or otherwise by

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which all persons participating in the meeting can simultaneously hear each other. Participation in a meeting pursuant to this section shall constitute in person presence at such meeting.

6.4 Notice of Meetings. Written notice to each Member stating the place, day and hour of any special meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally, by mail, electronic mail, confirmed facsimile, or by other such method for which a delivery receipt is obtained, by or at the direction of the Members calling the meeting.

6.5 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A proxy executed by a Member shall automatically revoke any prior proxy the Member may have made.

6.6 Action by Members Without a Meeting. Any action which may be taken at a meeting of Members may be taken without a meeting if the action is authorized in writing signed by Members holding the Membership Interest percentage required to approve the action and after notice of the proposed action has been given to all Members.

6.7 Waiver of Notice. When any notice is required to be given to a Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. A Member's attendance at a meeting waives any notice required.

ARTICLE 7

Transfer of Membership Interest

7.1 Right of First Refusal. Except as provided under Section 7.2 below, a Member must first offer to the Company and to the remaining Members, under terms set forth below, any units of Membership Interest the ownership of which such Member proposes to sell.

7.2 Notice. A Member who desires to sell all or some of such Member's Membership Interest ("Selling Member") shall give written notice to the Company and all of the other Members of such Member's intention no less that thirty (30) days in advance of the date of the proposed sale. The notice shall state the date of the proposed sale, the percentage interest proposed to be sold, the name of the proposed purchaser and the price and terms of the proposed sale.

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7.3 Company's Right. The Company shall have the right, but not the obligation, to purchase such percentage of Membership Interest of the Selling Member during a period of fifteen (15) days after receipt of the notice.

7.4 Member's Right. If the Company does not exercise its right to purchase, then the remaining Members shall have the right, but not the obligation, to purchase such percentage interest of the Selling Member during a period of fifteen (15) days after the Company's right has expired or been waived. Each remaining Member desiring to join in the purchase shall have the right to purchase a portion of the membership interest proposed to be sold by the Selling Member. The portion shall be equivalent to a fraction the numerator of which is that Membership Interest percentage held by such remaining Member and the denominator of which is the total percentage interest held by all of the remaining Members desiring to join in the purchase. Notwithstanding the foregoing, the purchasing Members may allocate the Selling Member's interest in any other manner so long as the entire interest proposed to be sold by the Selling Member is purchased.

7.5 Exhaustion of Right. If neither the Company nor the remaining Members acquire such Membership Interest of the Selling Member, the Selling Member shall be free to sell such interest to the proposed purchaser so long as the price and terms of the sale are substantially the same as those reflected in the notice. If a lower price or substantially better terms are extended to the proposed purchaser, the Selling Member's interest shall not be sold to the purchaser until it has again been offered to the Company and the remaining Members in accordance with the terms and conditions of this Section 7.1.

7.6 Exercise of Right. The right of the Company and the remaining Members to purchase the Selling Member's interest shall be exercised, if at all, by written notice of exercise to the Selling Member. Each purchase permitted by the terms of Section 7.1 shall be closed within thirty (30) days after the Company or remaining Members, as applicable, has given notice of exercise. The purchase price and payment terms shall be the same as set forth in the Selling Member's notice.

7.7 Effect of Transfer. A transferee of a Membership Interest, other than in an involuntary transfer described in Section 7.3 below, that otherwise complies with this Article 7 shall be admitted as a Member only if a majority by Membership Interest of the Members (excluding the transferor Member) consent to the admission of the transferee as a Member. A transferee that is

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not admitted as a Member shall have no right to participate in the management of the business and affairs of the Company.

7.8 Involuntary Transfer. A transferee of units of Membership Interest in an involuntary transfer shall become admitted as a Member only if all of the non-transferring Members consent to the admission of the transferee as a Member. A transferee in an involuntary transfer that is not admitted as a Member shall have no right to participate in the management of the business and affairs of the Company. An involuntary transfer shall mean any transfer other than a voluntary gift or sale or a transfer at death. An involuntary transfer shall include, but not be limited to, a transfer associated with a bankruptcy filing, assignment for the benefit of creditors, appointment of receiver, divorce proceeding, or judgment creditor execution.

ARTICLE 8

Additional Members

The Company may issue, to existing or new Members, units of Membership Interest in addition to those provided for in this Agreement at such price and under such terms as may be determined from time to time by the Members provided, however, each Member shall have a preemptive right to purchase, as such price and under such terms as has been proposed by the Members, so many of the units to be issued necessary for such Member to maintain the Member's percentage interest held prior to the issuance of such new units of Membership Interest. Any person or entity that acquires units of Membership Interest consistent with the terms of this Article 8 shall make such contribution as is determined by the members as a condition of receipt of such units. Notwithstanding the foregoing, a person or entity receiving such additional units who is not then a Member shall not become a Member until such person or entity becomes a party to this Agreement by signing a counterpart signature page to this Agreement and executing such similar documents as the Company reasonably determines necessary. Upon the admission of an additional Member or the issuance of additional units to an existing Member, the percentages of units of Membership Interest held by each Member shall be recalculated to reflect the transaction.

ARTICLE 9

Distribution

Distributions may be made to the Members only if authorized by the Members. An authorized distribution shall be made to each Member based upon such Member's Membership

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Interest. Withdrawal from Membership or transfer of all or some of a Member's units of Membership Interest shall not entitle such withdrawing or transferring Member to receive a distribution from the Company except as may otherwise be authorized by the Members.

ARTICLE 10

Dissolution and Termination

The Company shall dissolve and commence winding up and liquidating upon: (i) the occurrence of any of the events specified in the Act; or (ii) the unanimous agreement of the Members. Distributions to Members upon the liquidation of the Company shall be made in accordance with Internal Revenue Code Section 704(b) and the regulations promulgated thereunder. Notwithstanding the foregoing, if a Member has a deficit balance in such Member's capital account at anytime, the Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other person or entity for any purpose whatsoever.

ARTICLE 11

Limitation of Liability

No Member of the Company shall be personally liable to the Company, its Members or third parties for monetary damages associated with the activities of the Company or for the Member's actions performed in a manner reasonably believed by such Member to be within the scope of the authority granted to such Member and in the best interest of the Company; provided that such act or omission did not constitute fraud, intentional misconduct, bad faith, gross negligence, or a knowing violation of law, or from which such Member personally received a benefit in money, property, or services to which such Member is not legally entitled. Any amendment to or repeal of this Article 11 shall not adversely affect any right or protection of a Member of the Company for or with respect to any acts or omissions of such Member occurring prior to such amendment or repeal.

ARTICLE 12

Books and Records

The Company's books shall be maintained at the principal place of business of the Company. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each fiscal year. The Company will furnish quarterly internal financial statements and

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annual audited financial statements to the Member(s) upon request, and prepare and file tax returns in a timely manner, furnishing copies to all Members.

ARTICLE 13

Miscellaneous Provisions

13.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska.

13.2 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.3 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.4 Heirs, Successors and Assigns. Each of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representative, successors and assigns.

13.5. Amendment. This Agreement may be amended only by the affirmative vote of the members.

13.6 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company.

13.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

13.8 Company's Disclaimer of Representations. The Company makes no representation concerning the suitability of an investment in the Company by any Member. An investment in the Company requires careful and informed study with respect to a Member's personal tax and financial positions. The investment involves a high degree of risk and offers no assurance of any return. The Company disclaims having made any representation regarding an assurance of return on a Member's investment or upon the tax implications of such an investment. By executing this Agreement, each Member signifies an understanding of the foregoing and represents that the

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Member has undertaken such inquiry as the Member deems appropriate for such Member's level of investment, in light of the Member's personal tax and financial positions.

13.9 Member's Investment Representations. The Membership Interest have not been registered under the Securities Act of 1933, the Securities Act of Alaska or any other state securities laws (collectively, the "Securities Acts") because the Company is issuing the Membership Interests in reliance upon the exemptions from the registration requirements of the Securities Acts. The Company is relying upon the fact that the Membership Interests are to be held by each Member for investment and not with a view to the resale or distribution thereof. By executing this Agreement, each Member signifies an understand of and warrants compliance with the foregoing.

SUSAN NOWLAND, OWNER

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