



THE STATE  
*of* **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

**MEMORANDUM**

TO: Chair and Members of the Board

DATE: August 6, 2020

FROM: Glen Klinkhart, Interim Director  
Marijuana Control Board

RE: Fairbanks Fireweed, LLC  
#11092

This is a renewal application for a Standard Marijuana Cultivation Facility in the Fairbanks North Star Borough, by Fairbanks Fireweed, LLC DBA Fairbanks Fireweed, LLC.

Local Government Protest: No

LG Protest Period Ends: 9/15/2020

Objection(s) Received/Date: No

Notice of Violation(s): Yes

MJ-17a Temp Ownership Change Report: No

Staff questions for Board: No

# Notice of Violation

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records ACT AS 40.25

Date: 7/23/19

License #/Type: 11092 Standard Marijuana Cultivation Facilities

Licensee: Robert Ray

Address: 2101 Sheldon Ave, Unit 2, Fairbanks, AK

DBA: Fairbanks Fireweed

AMCO Case #: AM19-1141

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

**Note: This is not an accusation or a criminal complaint.**

You have an unapproved transfer of controlling interest. Details are as follows:

Change in ownership:

Robert Ray– originally 50%, changed to 100%

Taryn Nishino – originally 50%, removed.

Date of unreported change of officers/ownership: 3/26/2019

Your attention is referred to 3 AAC 306.045: Application for transfer of a license to another person.

**3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice of Violation. A licensee may respond, either orally or in writing to the Notice. 3 AAC 306.810 (2)(A)(B)(C) failed, within a reasonable time after receiving a notice of violation, to correct any defect that is the subject of the notice of violation of AS 17.8 or this chapter.**

**IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.**

**\*Please send your response to the address below and include your marijuana license number in your response.**

Alcohol & Marijuana Control Office

ATTN: Enforcement

550 W. 7<sup>th</sup> Ave, Suite 1600

Anchorage, Alaska 99501

[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)

Issuing Investigator: M. Chiesa

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:



Brenda Mills <brenda@jdwcounsel.com>

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## FW: Fairbanks fireweed, lic 11092, NOV.pdf

1 message

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**Con Ray** <rcray004@yahoo.com>

Tue, Jun 16, 2020 at 12:04 PM

To: Jana Weltzin <jana@jdwcounsel.com>, Brenda Mills <brenda@jdwcounsel.com>

Jana

This is the email chain regarding the violation last year.

Sent from [Mail](#) for Windows 10

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**From:** [Hamilton, Joe \(CED\)](#)

**Sent:** Thursday, July 25, 2019 6:33 AM

AMCO Received 6/16/2020

**To:** Con Ray  
**Cc:** Davies, Jason M (CED)  
**Subject:** Re: Fairbanks fireweed, lic 11092, NOV.pdf

I will make sure this get to the right person.

Sent from my iPhone

On Jul 24, 2019, at 6:55 PM, Con Ray <[rcray004@yahoo.com](mailto:rcray004@yahoo.com)> wrote:

Mr. Hamilton,

I mistakenly assumed that changes involving already approved entity members did not require notification as would bringing in a new member. I now fully understand my error and am in the process of correcting the matter by having the removed member reinstated to the same status as previously approved.

I apologize for the oversight and will in the future be much more diligent in adhering to the regulations.



Best Regards,

Robert Ray

Fairbanks Fireweed

License 11092

Sent from [Mail](#) for Windows 10

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**From:** [Hamilton, Joe \(CED\)](#)

**Sent:** Tuesday, July 23, 2019 2:02 PM

**To:** [rcray004@yahoo.com](mailto:rcray004@yahoo.com)

**Subject:** Fairbanks fireweed, lic 11092, NOV.pdf

Hard copy to follow

<image001.png>

***Joe Hamilton***

***Special Investigator 1***

***Enforcement Unit***

***Alcohol & Marijuana Control Office***

*550 W. 7<sup>th</sup> Ave, Suite 1600*

*Anchorage, AK 99501*

*Office (907) 269-0063*

*Cell (907) 441-2534*

[joe.hamilton@alaska.gov](mailto:joe.hamilton@alaska.gov)

<image001.png>



**image001.png**  
25K

# Alcohol & Marijuana Control Office

Initiating License Application

6/3/2020 2:41:54 PM

**License Number:** 11092**License Status:** Active-Operating**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** FAIRBANKS FIREWEED, LLC**Business License Number:** 1042467**Designated Licensee:** Robert Ray**Email Address:** rcray004@yahoo.com**Local Government:** Fairbanks North Star Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 64.480000, -147.460000**Physical Address:** 2101 Sheldon Avenue  
Unit 2  
Fairbanks, AK 99701  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10041487**Alaska Entity Name:** Fairbanks Fireweed, LLC**Phone Number:** 907-888-7270**Email Address:** rcray004@yahoo.com**Mailing Address:** 855 Ridgepointe Drive  
Fairbanks, AK 99709  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Robert Ray**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-458-9875**Email Address:** rcray004@yahoo.com**Mailing Address:** 855 Ridgepointe Drive  
Fairbanks, AK 99709  
UNITED STATES**Note:** No affiliates entered for this license.



Alaska Marijuana Control Board

## Form MJ-20: Renewal Application Certifications

### What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

### Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Fairbanks Fireweed, LLC	License Number:	11092		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Fairbanks Fireweed, LLC				
Premises Address:	2101 Sheldon Avenue, Unit 2				
City:	Fairbanks	State:	Alaska	ZIP:	99701

### Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Robert Ray
Title:	Member

### Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

RR
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I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

RR
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I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020.

--

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

RR
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## Form MJ-20: Renewal Application Certifications

## Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

RR

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

RR

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

RR

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

RR

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

RR

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

RR

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

RR

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

Signature of licensee

  
Notary Public in and for the State of Alaska

Robert Ray

Printed name of licensee

My commission expires: May 1<sup>st</sup>, 2023Subscribed and sworn to before me this 12<sup>th</sup> day of June, 2020.

CHELIE A. BRUNER-SHAVER  
Notary Public  
State of Alaska  
My Commission Expires May 1, 2023

**AMMENDED LEASE**

**LESSEE**

**FROM: Taryn Nishino and Con Ray TO "Fairbanks Fireweed LLC"**

**LESSOR:**

**FROM: Juan Mendez TO "Mendez Enterprises LLC"**



# LEASE OF COMMERCIAL PREMISES

THIS LEASE, made and entered into this 15th day of December, 2016

By and between: **Fairbanks Fireweed LLC**

Hereinafter collectively known as "Lessee, " **Mendez Enterprises LLC**  
hereinafter collectively known as "Lessor."

## WITNESSETH:

1. **PROPERTY LEASED, TERM, RENT:** The Lessor, in consideration of the rents herein reserved and to be paid, and the other obligations of the Lessee herein undertaken, hereby demises and leases unto the Lessee, and the Lessee hereby takes of the Lessor, upon the terms and conditions herein set forth, the following described real property located at 2101 Sheldon Ave. unit 2 Fairbanks, AK 99701 specifically (1) LOT 6, BLOCK 3 of METRO INDUSTRIAL AIRPARK, according to the plat filed December 12, 1969 as Plat Number 69-12194; Records of the Fairbanks Recording District, Fourth Judicial District, State Of Alaska. 40x40 warehouse.

TO HAVE AND TO HOLD UNTO THE LESSEE, for the ten year term commencing on December 15<sup>th</sup>, 2016, and ending with the close of December 1<sup>st</sup> 2026; and with **First Right to Relet** said premises at the conclusion of the initial term of this Lease, as hereinafter further provided:

YEILDING AND PAYING UNTO THE LESSOR, a BASE RENT in the amount of \$3200.00 (three thousand six hundred dollars and no cents) per calendar month for the period of December 15<sup>th</sup>, 2016 through December 1, 2026 or the first day of the first month.

A deposit of \$10,000.00 has been received on December 15th, 2016. Tenant agrees that Landlord may retain deposit to the extent of unpaid rent (including late charge), cleaning or damages resulting from Tenants non-compliance with AS34.03.120.



It is the intent of this agreement that during the term of this agreement that the base rent on a monthly basis will not be any less than \$3,200.00 respectively per month. After ten years(120) months, or not before December 1, 2026. The Lessee may cease all rights of occupancy but continue to pay \$2000.00 monthly for the remaining lease payments as an "Opt Out Clause". The maximum "opt out" payment will be not more than the equivalent of sixty (60) months of rent and will cease as soon as the entire space is leased to a new tenant.

2. Payment of Rent: The Lessee covenants to pay the rents falling due hereunder, as and when due, without further notice of demand from the Lessor, at such address as from time to time directed by the Lessor. Unless and until otherwise directed by the Lessor, such rents shall be delivered to the Lessor personally, or remitted to the Lessor at the Lessor's aforesaid address of 2101 Sheldon Ave. unit 2 Fairbanks, AK 99701. When said rents are mailed to the Lessor, the same shall be deemed to be paid as of the postmark date of such mailing, subject to payments by personal check being honored upon presentment for payment in due course.

3. Possession: The Lessee shall have and take possession of said premises effective with the commencement of the term of this Lease, and shall be entitled to retain such possession so long as not in default of the obligations of the Lessee herein undertaken.

4. Utilities: The subject building is heated by (1) oil-fired forced air unit heater, (1) oil fired boiler, and is served by no municipal sewer or water utilities. The building is served by electric utilities provided by Golden Valley Electric Association, Inc. The Lessee shall provide necessary heating oil for such heating system. The Lessee is responsible for any damage including, but not limited to freeze and/ or fire damage to the building. The below ground fuel oil tank will NOT be filled prior to the Lessee moving onto the property by the Lessor, upon termination of this agreement the Lessee will NOT be reimbursed for the remaining fuel in the tank prior to vacating.



the premises. Electricity shall be paid by the Lessee based on a monthly reading of installed meters within the premises per the current cost of electricity at the time of billing.

\*\*\* See Septic System attachment and sign. Lessor is responsible for septic system, Lessee is responsible for following Prohibited items to protect the septic system/ leach field.

5. Condition & Use of Premises: The Lessee has examined into the physical condition of the subject premises prior to the execution hereof, is satisfied therewith, and accepts the same "as is" and without further representation or warranty from the Lessor as to such physical condition, unless the same is set forth in writing signed by the Lessor. The "as is" condition includes but is not limited to: brand new drywall, white paint throughout, and new concrete surfaces. The Lessee covenants not to use said premises, nor to permit others to use the same, in a manner that would be in violation of any statute, ordinance, reservation, restriction or easement which do now or shall hereafter regulate or control said premises, and the lawful use of the same. Vehicle parking for the Lessee and employees or agents thereof shall be on the demised premises at the front/ rear of the existing building, rather than on the adjoining land that is available for customer parking. It is represented and understood that the Lessee will be using said premises for the operation of business purposes only.

6. Repairs & Maintenance: The Lessee covenants to commit no waste upon the subject premises, as the same would be construed under the laws of Alaska; to preserve and maintain said premises in a reasonably neat, clean and orderly appearance, and in as good a condition as delivered to the Lessee at the commencement of the term of this Lease, normal wear and depreciation excepted, and at the termination or expiration of this Lease to surrender up said premises to the Lessor in such condition. Spillage, leakage or discharge of oil, solvents or lubricants on the grounds is expressly forbidden and shall not be construed as normal use, wear or depreciation; and the Lessee shall be responsible for any damage to the premises caused by the leaking or spilling of hazardous substances, including petroleum products, occurring during the continuance of this Lease, insofar as not the fault of the Lessor or Lessor's agents; and the Lessee covenants to save Lessor harmless therefrom. Lessee shall have the duty and responsibility to correct or clean up any damage thus occurring, including the removal and disposal of any soil thus contaminated, and in the manner required by federal, state or local laws and regulations. The Lessee covenants to promptly remove therefrom and dispose of garbage, refuse and junk generated in the use and occupancy of said premises; to attend to matters of snow removal as necessary or appropriate to the use and protection of said premises and its customers; to promptly repair in a good workmanlike manner all damage to said premises arising through the fault or neglect of the Lessee and those upon said premise with the express or implied consent of the Lessee; and to bear and accomplish all matters of ordinary, routine and general repair and maintenance necessary or appropriate to keep said premises in, or restore said premises to, a good tenantable condition, insofar as not covered by hazard insurance maintained by the Lessor. As concerns matters of appearance outside the building, grounds shall be kept free of trash. Lessee will remove trash from premises to transfer site on a weekly basis. Trash shall be kept in the back of building in trash receptacles completely covered. As concerns matters of appearance inside the building, it is expected that it will be accomplished to keep a professional and well-maintained appearance. Boiler, water heater, and air handling systems will be maintained by professionals in their respective fields, at the Lessee's expense. The boiler maintenance will be performed yearly by Lessee.

7. Improvements: The Lessee shall make no further improvements to the demised premises except with the written consent of the Lessor first had and obtained. Any permitted improvements made by the Lessee shall be accomplished in a good workmanlike manner, in accordance with any applicable building, electrical, plumbing and zoning codes, and at the Lessee's expense, and the same shall not diminish the fair market value of said premises. The Lessor reserves the right to post upon the premises and to record appropriate notices or non responsibility for any improvements undertaken by the Lessee. At the expiration or termination of this Lease, any permanent improvements made to said premises by the Lessee shall revert to the Lessor. Lessor has the option to have Lessee pay for the repairs to bring the building back to the original condition by removing improvements. "As is" condition includes but is not limited to new and clean concrete floors, new drywall and white paint throughout.

8. Liens: The Lessee covenants to pay and discharge, as and when due, all charges contracted by the Lessee for labor and materials in the maintenance, repair, alteration or



improvement of said premises; and covenants to do no act, nor to fail thereof, as a result of which said premises shall be encumbered by a labor or material lien under the laws of Alaska.

**9. Personal Property of Lessee on Premises:** Any personal property of the Lessee, including trade fixtures, placed upon or affixed to the subject premise, not in the nature of repairs, alterations or permanent improvements thereto, shall remain the personal property of the Lessee, shall not be considered a part of the realty, and may be removed therefrom by the Lessee at any time during the continuance of this Lease; provided always, that the Lessee shall be responsible for repairing any damage occasioned by the installation or removal of such property. Risk of loss or damage to such personal property shall be upon the Lessee, who shall maintain such insurance protection thereon as deemed appropriate.

**10. Liability of Personal Injury on Premises:** As between the parties, the Lessee shall be responsible for safeguarding the demised premises such that the same shall not cause injury to persons who are upon said premises during the term of this Lease; and the Lessee covenants to save the Lessor harmless from any claims of alleged injury while upon said premises during the term of this Lease. The Lessee shall maintain public liability insurance indemnifying against loss for personal injury or property damage occurring on the demised premises with combined single incident coverage in the amount of at least \$1,000,000.00. The Lessor shall be included as an additional insured party on such insurance, such policies shall contain or provide for a 30-day notice to Lessor by the insurer prior to any cancellation, and a copy of all such policies of insurance shall be provided to the Lessor as issued. **Lessee shall present proof of insurance prior to occupying the premises.**

**11. Property Taxes; Improvement Assessments:** The Lessor shall bear and discharge any property taxes levied upon the demised premises during the term of this Lease. If any municipal sewer and water improvement assessments are levied on said premises during the continuance of this Lease, the Lessor shall bear and discharge, as and when due, the periodic installment payments falling due thereon.

**12. Inspection by Lessor:** The Lessor, personally or through agent designated in writing, may enter upon the demised premises at reasonable times upon prior notice to the Lessee, for the purpose of inspecting the condition thereof or making any repair thereto reasonably necessary or appropriate to protect, preserve or safeguard the demised premises.

**13. Subletting & Assignment:** The Lessee may not sublet the demised premises nor assign this Lease, except with the written consent of the Lessor first had and obtained. In event of any subletting or assignment permitted by Lessor, the Lessee shall continue to be personally responsible for the due payment and performance of obligations herein undertaken by said Lessee.

**14. Quiet Enjoyment:** The Lessor covenants that the Lessee, upon paying the rents herein provided, as and when due, and upon otherwise abiding the obligations of the Lessee herein undertaken, shall peaceably hold and enjoy the demised premises during the term of this Lease, without interruption by any person lawfully claiming or to claim the same.

**15. Bankruptcy:** In the event the Lessee shall be adjudged a bankrupt, upon a voluntary or involuntary petition thereon before a court of competent jurisdiction, or in the event the rights of the Lessee hereunder shall pass to a third party by seizure or levy pursuant to operations of law, the Lessor may terminate this Lease, and all possessory rights herein afforded the Lessee, by written notice of termination for such stated reasons, delivered to the Lessee or to the successors in interest of said Lessee, subject however to such limitations upon such right as may arise under the bankruptcy laws of the United States. In event of any such termination, rents shall be pro-rated as of the effective date such premise are recovered back by the Lessor. In event of a bankruptcy proceeding, the Lessee covenants it will not oppose a motion by Lessor to have this property released from any automatic stay arising under 11 USCA, §362.

**16. Hazard Insurance:** During the term of this Lease the Lessor shall, at Lessor's expense, keep the existing building insured against loss by fire and with such extended coverage as deemed appropriate. The Lessee covenants not to utilize the subject premises, nor to permit others to utilize the same, in a manner that causes an increase in insurance rates because of



hazardous activities or substance on said premises. In the event the subject improvements are partially damaged by fire or other insured hazard, but not rendered untenantable, the same shall be repaired from insurance proceeds with due diligence. In the event the existing building is so substantially damaged or destroyed by fire or other insured hazard as to be untenantable, neither party shall be under a duty to repair or rebuild, and this Lease may thereupon be terminated by either party, with rents to be pro-rated as of the date the premises are surrendered back to the Lessor. Each party does hereby release and relieve the other from and waive his entire claim of recovery against the other for, any loss, damage or injury to person or property arising out of or incident to fire, lightning, smoke or water damage occurring on the premises, and any other perils covered by the extended coverage endorsement to any insurance policies on said premises, whether due to negligence of either party or their agents, employees, invitees or otherwise, but not hereby intending to release a party from any intentional wrongdoing. It is expressly understood that such insurance coverage does not insure against loss to the Lessee's equipment and inventory of merchandise on said premises; and that the Lessee should maintain separate insurance coverage on such matters.

17. Late Charge: If any rent falling due hereunder, whether base rent or percentage rent, be not paid by the 10<sup>th</sup> day of the month in which due, a late charge of \$300.00 shall automatically be imposed and due, and the same shall be paid with such delinquent rent.

18. Default: Time is of the essence in this Lease. In the event the Lessee shall fail to make any rent payment falling due hereunder within five (5) days after the due date thereof; or in the event the Lessee shall fail to abide or perform any other obligation herein undertaken by the Lessee for a like period of days after written notice of such failure has been given to the Lessee by the Lessor; then and in either of such events the Lessee shall be in default of the Lessee's obligations hereunder; and at any time while such default continues, and without prejudice to any other remedy afforded at law or in equity for the enforcement of the Lessee's obligations hereunder or for recovery of damages for the breach thereof, the Lessor shall have and does hereby reserve the further right to terminate this Lease, and all possessory rights herein afforded the Lessee, by written notice of termination for such reasons stated, delivered to the lessee personally or sent to the Lessee at the Lessee's last known mailing address, and pursuant thereto the Lessor shall have the right to re-enter and retake the subject premises, or any portion thereof in the name of the whole, and to remove therefrom the Lessee and those claiming under said Lessee, with force if necessary.

19. Payments by Lessor in Behalf of Lessee: Should the Lessee fail to pay or perform any obligation herein by the Lessee undertaken, then the Lessor, but without being required so to do, may pay or perform the same to protect the security hereof, and in such event all out-of-pocket expenditures by the Lessor, with interest thereon at 10% per annum, shall be repaid by the Lessee to the Lessor, upon demand of the Lessor and submission to Lessee of a written accounting as to the nature and amount of such expenditures.

20. Notice of Lessor's Objections to Lessee's Use of Premises: First Right to Relet: It is understood that the Lessor has adjoining property which the Lessor intends to develop and put to commercial uses in the future, and that the Lessor has a special interest as to the Lessee's conduct of business on the leased premises and a special interest as to the care and attractiveness of such leased premises while in the Lessee's possession; as also that if this Lease proves to be mutually satisfactory and profitable to the parties, they would both like it to continue into the future under an extension or renewal of this Lease, or under some modification hereof or some reletting of the premise by the Lessor to the Lessee. To these ends it is agreed that if the Lessor shall find that any aspect of the Lessee's operations on the leased premise, or any aspect of the Lessee's use and care of the leased premise, are at any time unsatisfactory or upsetting to the Lessor, then and in such event the Lessor shall give the Lessee prompt written notice of the same so that the Lessee can consider such concerns and take such action as deemed appropriate in light thereof. The Lessee, upon paying the rents falling due hereunder, as and when due, and upon otherwise abiding the Lessee's obligations herein undertaken, and upon being found by the Lessor to be a satisfactory tenant in said leased premises, shall have and is hereby granted the first right and option to relet said premises at the conclusion of the term of this Lease, for such rents and upon such terms and conditions as shall be mutually agreed upon by the parties, it being understood that such reletting of said premise to the Lessee is contingent upon the Lessor finding this to be in the Lessor's best interest. If the Lessee so desires to relet



Said premise; the Lessee shall give the Lessor written notice to such effect at least sixty (60) days prior to expiration of the term of this Lease. If the Lessor is of the view that the Lessee is unacceptable as a continuing tenant in said premises, the Lessor shall so notify the Lessee in writing within ten (10) days. Otherwise the parties shall endeavor to negotiate and agree upon the rents and other terms of such reletting, and during such remaining period of the within Lease the Lessor covenants not to commit or conclude a future lease of said premises to any third party at rents or other terms and provisions more attractive to a tenant than those afforded to the within Lessee.

**21. Modifications:** No modifications hereof shall be binding upon the parties unless the same is in writing and signed at least by the party thereby surrendering an existing right or undertaking a further duty. Letter modifications are thus permitted, and notarization of signatures is not required.

**22. Expunging Record:** Upon the expiration of this Lease, or its earlier termination, the Lessee agrees to execute and deliver to Lessor, upon Lessor's request, an appropriate recordable quitclaim or other release instrument acknowledging or confirming that this Lease, and all possessory rights herein afforded the Lessee, are of no further force and effect.

**23. Successors: Joint and Several Obligations:** The benefit hereof shall inure to, and the burden hereof shall be binding upon, the heirs, executors, administrators, successors and lawful assigns of the respective parties. The obligations herein devolving upon a party shall be deemed and construed as joint and several obligations of the persons who are herein denominated as that party.

→ **24. Acknowledgement from Lessor of use of premises:** The Landlord/Lessor acknowledges that the Lessee will be using the property leased as a marijuana "Grow Only" establishment.

→ **25. Removal of property:** The Lessor will not remove or take possession of any marijuana or other property belonging to the Lessee. The A.MC.O will be contacted.

**AGREEMENT:**

**Fairbanks Fireweed LLC, (LESSEE) Agrees to the terms of this agreement.**

**Signed/Date:** *Taryn Nishino* 12/15/2016

**Printed name/Title** TARYN NISHINO CO-OWNER

**Signed/Date:** *Robert Con Ray* 12/15/2016

**Printed name/Title** ROBERT CON RAY CO-OWNER

**LESSOR: MENDEZ ENTERPRISES LLC**

**Signed/Date:** *Juan Francisco Mendez* 12/15/16

**Printed name/Title** Juan F Mendez

*owner of Mendez Enterprises LLC*



2101 Sheldon ave Fairbanks AK 99701

SAVE THE SEPTIC SYSTEM - DO NOT - THESE ITEMS DOWN THE TOILET & SINK © 1999-2000 Wastewater Technology Center	Unit B WHEN?
Cat Litter, Kitty Litter	Never
Chemicals - Ammonia, Bleach, Detergents (excess), Drain Cleaners (excess), Epsom Salts	Never
Cigarettes, cigarette butts, cigarette filters	Better Not
Clothes dryer sheets	Never
Coffee grounds	Never
Cooking Oil	Better Not
Cotton Swabs, Dental Floss	Better Not
Diapers, baby-wipes	Never
Dirt	Never
Drugs, Antibiotics, Prescription Medicines	Never
Fats, Oil, Grease	Better Not
Food Scraps, Ground Food	Better Not
Hair	Better Not
Latex: condoms, gloves, similar products	Better Not
Laundry Detergent - excessive	Better Not
Liquor, Whiskey	Better Not
Motor oil	Never
Panty Liners	Never
Paper Towels	Never
Pesticides	Never
Photo Chemicals	Better Not
Plastic bags	Never
Sanitary napkins	Never
Swimming pool chemicals	Never
Tampons	Better Not
Trash, Toys & Scrap	Never
Washing Machine Lint	Better Not
Water in large quantities	Never

Lessee initials RLM  
Date 12/15/2014

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	Fairbanks Fireweed, LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10041487

**Status:** Good Standing

**AK Formed Date:** 9/21/2016

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

**Entity Mailing Address:** 855 RIDGEPOINTE DR, FAIRBANKS, AK 99709

**Entity Physical Address:** 2101 SHELDON AVE UNIT B, FAIRBANKS, AK 99701

## Registered Agent

**Agent Name:** Robert Ray

**Registered Mailing Address:** 855 RIDGEPOINT DR, FAIRBANKS, AK 99709

**Registered Physical Address:** 855 RIDGEPOINT DR, FAIRBANKS, AK 99709

## Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Robert Ray	Member	100.00

## Filed Documents

Date Filed	Type	Filing	Certificate
9/21/2016	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
1/05/2017	Initial Report	<a href="#">Click to View</a>	
3/24/2018	Biennial Report	<a href="#">Click to View</a>	
3/26/2019	Change of Officials	<a href="#">Click to View</a>	
6/28/2019	Agent Change	<a href="#">Click to View</a>	
7/25/2019	Change of Officials	<a href="#">Click to View</a>	
10/04/2019	Biennial Report	<a href="#">Click to View</a>	
2/12/2020	Change of Officials	<a href="#">Click to View</a>	

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

## Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**Fairbanks Fireweed, LLC**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **September 21, 2016**.

Chris Hladick  
Commissioner





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](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

AK Entity #: 10041487  
Date Filed: 09/21/2016  
State of Alaska, DCCED

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

Web-9/21/2016 5:13:30 PM

### 1 - Entity Name

**Legal Name:** Fairbanks Fireweed, LLC

### 2 - Purpose

Any lawful

### 3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

### 4 - Registered Agent

**Name:** Taryn Nishino

**Mailing Address:** 855 Ridgepointe Drive, Fairbanks, AK 99709

**Physical Address:** 855 Ridgepointe Drive, Fairbanks, AK 99709

### 5 - Entity Addresses

**Mailing Address:** 855 Ridgepointe Drive, Fairbanks, AK 99709

**Physical Address:** 855 Ridgepointe Drive, Fairbanks, AK 99709

### 6 - Management

The limited liability company is managed by its members.

## 7 - Officials

Name	Address	% Owned	Titles
Robert Ray			Organizer
Taryn Nishino			Organizer

### Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

**Name:** Taryn Nishino



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

AK Entity #: 10041487  
Date Filed: 10/04/2019  
State of Alaska, DCCED

FOR DIVISION USE ONLY

## Domestic Limited Liability Company

### 2020 Biennial Report

For the period ending December 31, 2019

Web-10/4/2019 7:50:55 AM

**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:** Fairbanks Fireweed, LLC

**Entity Number:** 10041487

**Home Country:** UNITED STATES

**Home State/Prov.:** ALASKA

**Physical Address:** 2101 Sheldon Avenue, Unit B,  
FAIRBANKS, AK 99701

**Mailing Address:** 855 RIDGEPOINTE DRIVE, FAIRBANKS,  
AK 99709

**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:** Robert Ray

**Physical Address:** 855 RIDGEPOINT DR, FAIRBANKS, AK  
99709

**Mailing Address:** 855 RIDGEPOINT DR, FAIRBANKS, AK  
99709

**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	Member
Taryn Nishino	855 RIDGEPOINT DR, FAIRBANKS, AK 99709	50.00	X
Robert Ray	855 RIDGEPOINT DR, FAIRBANKS, AK 99709	50.00	X

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

**Purpose:** Any lawful

**NAICS Code:** 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

**New NAICS Code (optional):**

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make



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

**Name:** Robert Ray



THE STATE  
of **ALASKA**



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

**COR**

FOR DIVISION USE ONLY

RECEIVED  
Anchorage

FEB 12 2020

CBPL

✓ 25 - *Sm*

**Corporations Section**

State Office Building, 333 Willoughby Avenue, 9<sup>th</sup> Floor

PO Box 110806, Juneau, AK 99811-0806

Phone: (907) 465-2550 • Fax: (907) 465-2974

Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)

Website: [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov)

RECEIVED  
Juneau

FEB 18 2020

Division of Corporations, Business  
and Professional Licensing

**Notice of Change of Officials**

**Domestic Limited Liability Company (AS 10.50)**

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

**1. Important:**

AS 10.50.765

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

— AS 10.50.765

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

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.

— AS 10.50.860-.870

**2. Fee:**

☒ \$25 Nonrefundable Filing Fee (CORF)

3 AAC 16.065(b)

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

**3. Entity Information:**

AS 10.50.765

Entity Name: Fairbanks Fireweed, LLC

Alaska Entity Number: 10041487



**4. REMOVE from Record:**

AS 10.50.765(b)

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

Name: Taryn Nishino

RECEIVED  
Juneau

RECEIVED  
Anchorage

Name: \_\_\_\_\_

FEB 18 2020

FEB 12 2020

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

Division of Corporations, Business  
and Professional Licensing

CBPL

**5. ALL Current Officials:**

AS 10.50.765(b)

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

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

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

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER		Manager
Robert Ray	855 Ridgepointe Drive, Fairbanks, Alaska 99709	100	*		

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

**6. Required Signature:**

AS 10.50.840

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

Signature: Robert Ray

Date: 2-12-2020

Printed Name: Robert Ray

Title of Authorized Signer:

☒ Member☐ Manager☐ Attorney-in-fact

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

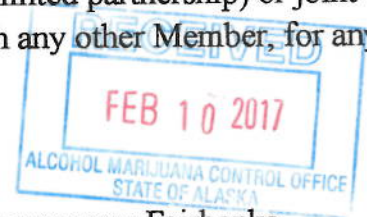
**Limited Liability Company Agreement of  
Fairbanks Fireweed, LLC ,  
a Limited Liability Company**

**I. Formation.**

- A. State of Formation . This is a Limited Liability Company Operating Agreement (the "Agreement") for Fairbanks Fireweed, LLC, a Member-managed Alaska limited liability company (the "Company") formed under and pursuant to Alaska law.
- B. Operating Agreement Controls . To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.
- C. Primary Business Address . The location of the primary place of business of the Company is:
- 2101 Sheldon Avenue, Unit 2, Fairbanks, Alaska 99701, or such other location as shall be selected from time to time by the Members.
- D. Registered Agent and Office . The Company's initial agent (the "Agent") for service of process is Fairbanks Fireweed. The Agent's registered office is 2101 Sheldon Avenue, Unit 2, Fairbanks, Alaska 99701. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alaska Secretary of State.
- E. No State Law Partnership . No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

**II. Purposes and Powers.**

- A. Purpose . The Company is created for the following business purpose: Fairbanks Fireweed, LLC will cultivate and wholesale various strains of cannabis within the State of Alaska.
- B. Powers . The Company shall have all of the powers of a limited liability company set forth under Alaska law.
- C. Duration . The Company's term shall commence upon the filing of Articles of





Organization and all other such necessary materials with the state of Alaska. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Alaska law.

### III. Members.

- A. Members . The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Robert Con Ray, 50%

Taryn Marie Nishino, 50%

- B. Initial Contribution . Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members .

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

- C. Limited Liability of the Members . Except as otherwise provided for in this Agreement or otherwise required by Alaska law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement.



- D. Withdrawal or Death of a Member . Should a Member die or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 60 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III(E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is dissolved or terminated.

- E. Creation or Substitution of New Members . Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III(D) above.

1. *Entire transfer* . If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
2. *Partial transfer* . If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.





3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting .

1. *Voting power* . The Company's Members shall each have one Vote equal to the Vote of each other Member, regardless of the Member's share of Membership Interest in the Company.
2. *Proxies* . At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members . The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the





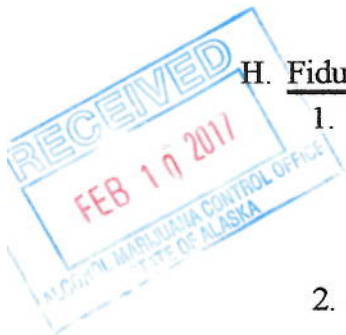
amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alaska limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

#### H. Fiduciary Duties of the Members .

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Alaska.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party

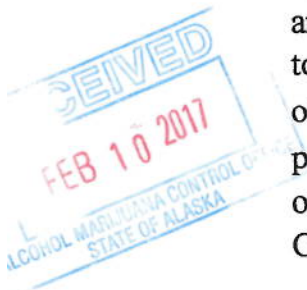


having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.

3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
  - i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
  - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
  - iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

I. Waiver of Partition: Nature of Interest . Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

J. Compensation of Members . The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude





any Member from serving the Company in any other capacity and receiving compensation therefor.

- K. Members as Agents . All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

#### **IV. Accounting and Distributions.**

- A. Fiscal Year . The Company's fiscal year shall end on the last day of December.
- B. Records . All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions . Distributions shall be issued on a monthly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

#### **V. Tax Treatment Election.**

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation at any time.

#### **VI. Dissolution.**

- A. Limits on Dissolution . The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up . Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- C. Distributions in Kind . Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination . The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alaska shall have been canceled in the manner required by Alaska law.
- E. Accounting . Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution . Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.



- G. Notice to Alaska Authorities . Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alaska and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

## **VII. Exculpation and Indemnification.**

- A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.





- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

### **VIII. Insurance.**

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law.

### **IX. Settling Disputes.**

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Alaska.

### **X. General Provisions.**

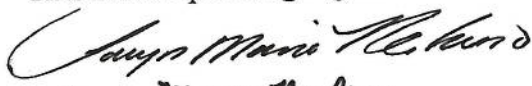
- A. Notices . All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days . In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts . This Agreement may be executed in any number of



counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

- D. Severability . The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings . The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law . This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska (without regard to conflicts of law principles thereof).
- G. Application of Alaska Law . Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alaska law.
- H. Amendment . This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska law.
- I. Entire Agreement . This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

This LLC Operating Agreement is executed and agreed to by:

  
Taryn Marie Nishino

Taryn Marie Nishino  
nishinot001@yahoo.com  
November 23, 2016 at 08:16 pm  
Recorded at IP 107.152.125.154

Scan this code with your  
smartphone to manage  
your LLC Operating  
Agreement online.



AMCO Received 6/16/2020

**ATTACHMENT A**  
**Initial Contributions of the Members**

The Initial Contributions of the Members of Fairbanks Fireweed, LLC are as follows:

Robert Con Ray

Contribution:

Cash: \$10,000.00

Taryn Marie Nishino

Contribution:

Cash: \$10,000.00

Other Property: Agricultural equipment and supplies valued at \$30,000.00

