AK Entity #: 10264855
Date Filed: 03/28/2024
State of Alaska, DCCED

FOR DIVISION USE ONLY

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

Domestic Limited Liability Company

Initial Biennial Report

Entity Name: APEX GROW, LLC

Entity Number: 10264855

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 200 WEST 68TH AVE, UNIT A2, ANCHORAGE, AK 99518

Mailing Address: 200 WEST 68TH AVE, UNIT A2, ANCHORAGE, AK 99518

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: MICHAEL KELLER

Physical Address: 16425 SANDPIPER DRIVE, ANCHORAGE, AK 99516

Mailing Address: 16425 SANDPIPER DRIVE, 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
MICHAEL KELLER	16425 Sandpiper Drive, Anchorage, AK 99516	50	X	X
WILLIAM YANCEY	1701 STANTON, ANCHORAGE, AK 99508	50	X	X

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

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: Michael Keller

COR

FOR DIVISION USE ONLY

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

Articles of Organization

Domestic Limited Liability Company

Web-3/28/2024 11:34:52 AM

1 - Entity Name

Legal Name: APEX GROW, LLC

2 - Purpose

CULTIVATION OF MISCELLANEOUS CROPS AND ANY OTHER LAWFUL PURPOSE

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: MICHAEL KELLER

Mailing Address: 16425 Sandpiper Drive, Anchorage, AK 99516

Physical Address: 16425 Sandpiper Drive, Anchorage, AK 99516

5 - Entity Addresses

Mailing Address: 200 WEST 68TH AVE, UNIT A2, Anchorage, AK 99518

Physical Address: 200 WEST 68TH AVE, UNIT A2, Anchorage, AK 99518

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Michael Keller			Organizer

Name of person completing this online application

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

Name: Michael Keller

Alaska Entity #10264855

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

APEX GROW, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 28, 2024**.

Julie Sande
Commissioner

FINAL LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

APEX GROW, LLC

This Company Agreement of this MULTIPLE-MEMBER, MEMBER-MANAGED LIMITED LIABILITY COMPANY organized pursuant to applicable state law, is entered into and shall become effective as of 03/28/2024_____ (the "Effective Date") by and among the Company and the persons executing this Agreement as Members. The Members have created a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore described intent of the Members. Accordingly, in consideration of the conditions contained herein, he/she/they agree as follows:

ARTICLE I

Company Formation

1.1 **FORMATION.** The Members formed a Limited Liability Company (the "Company") subject to the provisions of state law as currently in effect as of this date. Articles of Organization have been filed with the State of Alaska.

1.2 **NAME.** The name of the Company shall be: __APEX GROW, LLC.

1.3 **REGISTERED AGENT AND OFFICE.** The name and location of the registered agent of the Company shall be:

MICHAEL KELLER
16425 SANDPIPER DR.
ANCHORAGE, ALASKA 99516

1.4 **TERM.** The Company shall continue for a perpetual period unless

(a) members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or

(b) any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) any other event causing dissolution of this Limited Liability Company under the laws of the State of _ALASKA_____.

1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of the Company.

1.6 **BUSINESS PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

200 W. 68TH AVE., UNIT 2A
ANCHORAGE, AK 88518

1.8 **THE MEMBERS.** The name and place of residence of each member are listed below at Certification of Members. Members are the owners of this company.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 2 attached to this Agreement. The total value of such property and cash is __ZERO DOLLARS_____.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses, and Distributions

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-l(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-l(b)(2)(ii)(d).

3.3 **C CORPORATION ELECTION.** The Members may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Members.

ARTICLE IV

Management

4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Members. The Members do appoint one Chief Executive Member. The Chief Executive Member is the Member with the most responsibility and head of operations of the business.

4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members may take part in the control, management, direction, or operation of the Company's affairs and shall have powers to bind the Company. Any legally binding

agreement must be signed by all Members or present approval of all other Members for one specific Member to sign the binding agreement.

(a) Any decision that involves a sale of the business, a loan, an acquisition of another company, must have the unanimous consent of all member(s).

(b) All day to day decisions and management of the LLC will predominantly be made by the Chief Executive Member, but may be made by any Member(s) in compliance with their duties as Members.

(c) If a Member disagrees with the Chief Executive Member's decision or proposed decision, a Member may call a vote to decide the course of action. A simple majority vote must be completed to take an action on behalf of the LLC in accordance with ARTICLE 4.5. The vote must be in writing

4.3 **DUTIES OF MEMBERS.** Each Member must have a duty.

(a) If a Member fails to do the Member's duties for a period of 120 consecutive days, the Member will lose its Membership interest. The start date of failure must be documented.

(b) If a Member fails to do its Member duties for a period of one hundred twenty (120) days out of two hundred thirty nine (239) days, the Member will lose its Membership interest in accordance with this article. The failure days must be documented.

(c) If a Member disputes the completion of another Members duties and is attempting to take over the Members interest, it must do so in writing and certified delivery to the Members residential address listed in exhibit 1. If certified delivery is not available, hand delivery is acceptable by a third party.

(d) Upon receipt of complaint, a Member in question of fulfilling the Members duties must remedy and fulfill the duties it has established within fourteen (14) days.

(e) If Members become in dispute of what the Members duties are; if they are being fulfilled; and have gone through the dispute process outlined in section (a) through (d) of this article, the Members agree to enter into binding mediation or arbitration to decide if the Member's duties are being performed in compliance with the outlined agreed duties of attachment 1. If there is failure to reach an agreement through arbitration or mediation of performed duties of Members, the Members in dispute agree to file a complaint in the appropriate Court to procure a decision by the appropriate Court as to the fulfillment of Members' duties. Upon decision of the Court that a Member has or is failing to meet the duties it has been prescribed to fulfill, the Member will loose and assign its Membership interest to the other Member(s) still remaining. The assignment of the non-compliant Member's membership interest will establish a debt owed by the LLC in accordance with ARTICLE 8.

(f) A value of the non-compliant Member's interest being transferred and assigned to the complaining Member must be made before the transfer can be completed. During the course of the transfer, the non-compliant Member will maintain complete powers of membership in the LLC.

(g) In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties.

4.4 **CHIEF EXECUTIVE MEMBER.** The Chief Executive Member shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Members

4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the _MEMBER'S_____ may designate. The _MEMBER'S_____ shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.6 **COMPANY INFORMATION.** Upon request, the __MEMBER'S_____ shall supply to any Member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records, and materials in the ___MEMBER's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.8 shall be at the requesting Member's expense.

4.7 **EXCULPATION.** Any act or omission of the _MEMBER'S_____, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the _MEMBER'S_____ to any liability to the Members.

4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.9 **RECORDS.** The _MEMBER'S_____ shall cause the Company to keep at its principal place of business or at another location agreeable by the Members, the following:

(a) A current list in alphabetical order of the full name and the last known street address of each Member;

(b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of any financial statements of the limited liability company for the __1__ most recent years.

ARTICLE V

Officers

5.1 **APPOINTMENT OF OFFICERS.** The __MEMBERS_____ may appoint individuals as officers ("officers") of the Company, which may include a President, a Chief Executive Officer, a Chief Financial Officer, a Secretary and such other officers (such as a Chief Operating Officer, a Treasurer or any number of Vice Presidents) as the _MEMBERS_____ deems advisable. No officer need be a Member. An individual may be appointed to more than one office. No officer of the Company shall have any rights or powers beyond the rights and powers granted to such officer in this Agreement. The officers of the Company as of the date hereof are listed on the attached Exhibit 3.

5.2 **DUTIES OF OFFICERS GENERALLY.** Under the direction of and, at all times, subject to the authority of the __MEMBERS_____, the officers shall have the discretion to manage the day-to-day business, operations and affairs of the Company in the ordinary course of its business, to make all decisions, except those expressly reserved or requiring the approval of the _MEMBERS_____ hereunder, affecting the day-to-day business, operations and affairs of the Company in the ordinary course of its business and to take all such actions as they deem necessary or appropriate to accomplish the foregoing, in each case, unless the __MEMBERS_____ shall have previously restricted (specifically or generally) such powers. In addition, the officers shall have such other powers and duties as may be prescribed by the __MEMBERS_____ or this Agreement. The President shall have the power and authority to delegate to any agents or employees of the Company rights and powers of officers of the Company to manage and control the day-to-day business, operations and affairs of the Company in the ordinary course of its business, as the President may deem appropriate from time to time, in each case, unless the _MEMBERS_____ shall have previously restricted (specifically or generally) such powers. Notwithstanding the foregoing, no officer shall enter into or consummate any of the following transactions without the prior approval of the _MEMBERS_____: (i) any transaction outside of the ordinary course of the Company's business consistent with past practice; (ii) the issuance of any Units or other security of the Company; including any security convertible into any security; (iii) any sale of any material portion of the Company's assets (whether by asset purchase, stock purchase, merger or otherwise), except in the ordinary course of the Company's business; (iv) declare or pay any dividend or make any other distributions in respect of any Units; (v) redeem or purchase or otherwise acquire any Units; (vi) incur any liabilities, obligations, including guarantees, or indebtedness in excess of $25,000 individually, or as otherwise expressly provided in the Company's employment agreement with the President of the Company; (vii) approve any material deviation from the then current operating budget as approved by the _MEMBERS_____; or (viii) any other acts requiring the consent or approval of the _MEMBERS_____ under this Agreement.

5.3 **AUTHORITY OF OFFICERS.** Subject to Section 5.2, any officer of the Company shall have the right, power and authority to transact business in the name of the Company or to act for or on behalf of or to bind the Company. With respect to all matters within the ordinary course of business of the Company, third parties dealing with the Company may rely conclusively upon any certificate of any officer to the effect that such officer is acting on behalf of the Company.

5.4 **REMOVAL, RESIGNATION, AND FILING OF VACANCY OF OFFICERS.** The __MEMBERS_____ may remove any officer, for any reason or for no reason, at any time, subject to the terms of any then-existing employment agreement. Any officer may resign at any time by giving written notice to the __MEMBERS_____, and such resignation shall take effect at the date of the receipt of that notice or any later time specified in that notice; provided, that unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any such resignation shall be without prejudice to the rights, if any, of the Company or such officer under this Agreement or any employment or unit repurchase agreement then in effect. A vacancy in any office because of death, resignation, removal or otherwise shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

5.5 **COMPENSATION OF OFFICERS.** The officers shall be entitled to receive compensation from the Company as determined by the __MEMBERS_____, subject to any limitations imposed thereon as provided in the Company's employment agreement with the President of the Company.

5.6 **PRESIDENT.** Under the direction of and, at all times, subject to the authority of the __MEMBERS_____ and the limitations imposed by Section 5.2, the President shall have general supervision over the day-to-day business, operations and affairs of the Company and shall perform such duties and exercise such powers as are incident to the office of president under the GCL. The President shall have such other powers and perform such other duties as may from time to time be prescribed by the _MEMBERS_____.

5.7 **CHIEF FINANCIAL OFFICER.** The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and Units, and, in general, shall perform all the duties incident to the office of the chief financial officer of a corporation organized under the GCL. The Chief Financial Officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company. The Chief Financial Officer shall have such other powers and perform such other duties as may from time to time be prescribed by the __MEMBERS_____ and/or the President, subject to the limitations imposed by Section 5.2.

5.8 **SECRETARY.** The Secretary shall (i) keep the minutes and resolutions of any meetings of the Members and of the __MEMBERS_____ in one or more books provided for that purpose; (ii) see that all notices to be given by the Company are duly given in accordance with the provisions of this Agreement and as required by law; (iii) be custodian of the company records; (iv) keep a register of the addresses of each Member which shall be furnished to the Secretary by such Member; (v) have general charge of the Members Schedule; and (vi) in general perform all duties incident to the office of the secretary of a corporation organized under the GCL. The Secretary shall have such other powers and perform such other duties as may from time to time be prescribed by the _MEMBERS_____ and/or the President, subject to the limitations imposed by Section 5.2.

5.9 **OTHER OFFICERS.** All other officers of the Company shall have such powers and perform such duties as may from time to time be prescribed by the __MEMBERS_____ and/or the President, subject to the limitations imposed by Section 5.2.

ARTICLE VI

Compensation

6.1 **MANAGEMENT FEE.** Any _MEMBERS_____ rendering services to the Company shall be entitled to compensation commensurate with the value of such services as all members unanimously agree upon.

6.2 **REIMBURSEMENT.** The Company shall reimburse the ___MEMBERS____ for all direct out-of-pocket expenses incurred by them in managing the Company if unanimously agreed upon by all Members.

ARTICLE VII

Bookkeeping

7.1 **BOOKS.** The _MEMBERS_____ shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the _MEMBERS_____ shall select.

7.2 **MEMBER'S ACCOUNTS.** The __MEMBERS_____ shall maintain separate capital and distribution accounts for each Member. Each Member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-l(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) Any additional capital contribution made by him/her;

(b) Credit balances transferred from his distribution account to his capital account;

and decreased by:

(a) Distributions to him/her in reduction of Company capital;

(b) The Member's share of Company losses if charged to his/her capital account.

7.3 **REPORTS.** The _MEMBERS_____ shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

7.4 **FISCAL YEAR.** The fiscal year of the Company shall end on __12/31_____.

ARTICLE VIII

Transfers

8.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, Member shall comply with the following procedures:

(a) First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting member may not make this intention publicly known. If such other Members decline or fail to elect such interest within _30__ days, the exiting member may advertise its membership interest for sale as it sees fit.

(b) If a member has a buyer of members interest, the other current member(s) have first right of refusal to purchase the exiting members interest for the agreed purchase price. If there are more than one current remaining members, remaining members may combine funds to purchase the exiting members interest. Exiting member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. Current members have _30__ days to buy exiting members interest if they so desire.

(c) Pursuant to the applicable law, current members may unanimously approve the sale of exiting members' interests to grant full membership benefits and functionality to the new member. The current remaining members must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

Exiting member must disclose to buyer or assignee if current members will not approve the sale.

8.2 **VALUATION OF EXITING MEMBERS INTEREST.** If a Member wants to exit the LLC, and does not have a buyer of its membership interest, exiting member will assign its interest to current members according to the following set forth procedures:

(a) A value must be placed upon this membership interest before assigned.

(b) If exiting member and current members do not agree on the value of this membership interest, exiting member must pay for a certified appraiser to appraise the LLC company value, and the exiting members' value will be assigned a value according to the exiting members' interest percentage.

(c) The current members must approve the certified appraiser used by exiting member. Current members have _10__ days to approve the exiting members certified appraiser. If current members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to make the LLC business appraisal. Current members may not stall the process by disapproving all certified appraisers.

(d) Upon completion of a certified appraiser placing a value on the LLC, a value will be placed on exiting members' interest according to exiting members' percentage of membership interest.

(e) If current members disagree with the value placed on exiting members' interest, current members must pay for a certified appraiser to value the LLC and exiting members' interest according to the same terms.

(f) Current members' appraiser must be completed within _10_ days or right of current members to dispute the value of exiting members interest expires.

(g) Upon completion of current members certified appraiser, the exiting member must approve the value placed on exiting members' interest. Exiting member has _10_ days to approve this value.

(h) If exiting member does not approve current members' appraiser value, the value of the LLC will be determined by adding both parties' values, then dividing that value in half, then creating the value of the exiting members' interest according to the exiting members' percentage of membership interest.

8.3 **DISTRIBUTION OF EXITING MEMBERS INTEREST.** Upon determination of exiting members' interest value, the value will be a debt of the LLC. The exiting member will only be able to demand payment of this debt at dissolution of the LLC or the following method:

(a) LLC will make timely payments.

(b) LLC will only be required to make payments towards exiting members' debt if LLC is profitable and passed income to current members.

(c) LLC must make a debt payment to exiting member if LLC passed income of 50% of the total determined value of the exiting members' interest in one taxable year. (Example: If exiting members' value was $100,000 and current member(s) received $50,000 taxable income in the taxable year, the LLC would owe a debt payment to exiting member. If current member(s) only received $90,000 in passed income, there would be no payment due.)

(d) Debt payment must be at least 10% of the value of the passed income to current LLC members.

(e) LLC must make payment to exiting member within _30__ days of the end of the taxable year for the LLC.

(f) Payment schedule will continue until exiting members debt is paid by LLC.

(g) If LLC dissolves, exiting member will be a regular debtor and payment will follow normal LLC dissolution payment statutes.

(h) Exiting members' value of membership interest it assigned current members may NOT accrue interest.

(i) LLC can pay off amount owed to exiting member at any time if it so desires.

Certificate of Formation

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members' express intention to create a limited liability company in accordance with applicable law of the State of __ALASKA_____, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each Member, the agreement consisting of _12_ pages, constitutes, together with Exhibit 1, Exhibit 2, and Exhibit 3 (if any), the Operating Agreement of ___APEX GROW, LLC_____, adopted by the member as of _____OCTOBER, 29TH_____ _____, 2024_____.

EXHIBIT 1

Certification of Members

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this _29TH____ day of __OCTOBER_____, 2024___.

_____

Signature

MICHAEL KELLER_____

Printed Name

Chief Executive Member __50____ Percent

Address: 16425 SANDPIPER DR._____

ANCHORAGE, AK 99516_____

Duties:

MANAGEMENT OF ALL OPERATIONS

_____

Signature

WILLIAM YANCEY_____

Printed Name

Member __50____ Percent

Address: 1701 STANTON AVE._____

ANCHORAGE, AK 99508_____

Duties:

MANAGEMENT OF ALL OPERATIONS

EXHIBIT 2

Capital Contributions

Pursuant to ARTICLE 2, _MICHAEL KELLER_____'s initial contribution to the Company capital is stated to be $___ZERO_____. The description and each individual portion of this initial contribution are as follows:
____CASH_____ $_0_____

Pursuant to ARTICLE 2, _WILLIAM YANCEY_____'s initial contribution to the Company capital is stated to be $_____ZERO_____. The description and each individual portion of this initial contribution are as follows:
____CASH_____$_0

EXHIBIT 3

Officers

The Officers of __APEX GROW, LLC_____, as of ___OCTOBER 29TH_____ _____, 2024___, are as follows:

Officer Name	**Officer Title**
_NONE_____	President
_NONE_____	Chief Financial Officer
_NONE_____	Secretary
_NONE_____	Treasurer