Alaska Business License # **2195633**

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that

Next Level Labs

6570 W. Trevette Cir, Wasilla, AK 99645

owned by

Next Level Labs Corp

is licensed by the department to conduct business for the period

March 21, 2024 to December 31, 2025
for the following line(s) of business:

31-33 - Manufacturing

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

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

Julie Sande
Commissioner

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

Domestic Business Corporation

Initial Biennial Report

Entity Name: Next Level Labs Corp

Entity Number: 10262623

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 6570 W TREVETTE CIR, WASILLA, AK 99623

Mailing Address: 6570 W TREVETTE CIR, WASILLA, AK 99623

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: GD SERVICES COMPANY

Physical Address: 6570 W TREVETTE CIR, WASILLA, AK 99623

Mailing Address: 6570 W TREVETTE CIR, WASILLA, AK 99623

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 Officers (3) and Directors (1), who must be individuals:** this entity must have a President, Secretary, and Treasurer. The President and Secretary cannot be the same person unless the President is 100% Shareholder. This entity must have at least one (1) Director. Provide all the individuals who are directors.
- **Shareholders:** the entity must provide all Shareholders who own 5% or more of the Issued Shares. Shareholders may be an individual or another entity.
- **Alien Affiliates:** the entity must provide all Alien Affiliates (non-U.S.), which may be an individual or another entity.

Full Legal Name	Complete Mailing Address	% Owned	Alien Affiliate	Assistant Secretary	Assistant Treasurer	Director	President	Secretary	Shareholder	Treasurer	Vice President
Alaskan SunGrown LLC	2521 E MT VIEW, PMB 385, Wasilla, AK 99654	33.333						X	X		
HNP, Inc	6570 W TREVETT CIR, Wasilla, AK 99623	33.333					X		X		
LGM Corporation	1125 W GAIL DR, Wasilla, AK 99654	33.333				X			X	X	

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

NAICS Code: 339999 - ALL OTHER MISCELLANEOUS MANUFACTURING

New NAICS Code (optional):

Issued Shares: The entity must provide the number of Issued Shares

- Do not leave Issued Shares blank.
- If there are Shareholders then you must provide a number of Issued Shares. Do not exceed the number of Authorized Shares.
- If there are no Issued Shares (and no Shareholders) then provide "0" or "zero" or "none".
- To change Class, Series, Authorized Shares, or Par Value submit an amendment.

Class	Series	Authorized Shares	Par Value	Number of Issued Shares
Common		3	33.333000	1

Mandatory. Do not leave blank.

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: Johnny Furlong

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

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Next Level Labs Corp

Entity Type: Business Corporation

Entity #: 10262623

Status: Good Standing

AK Formed Date: 3/8/2024

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2026

Entity Mailing Address: 6570 W TREVETTE CIR, WASILLA, AK 99623

Entity Physical Address: 6570 W TREVETTE CIR, WASILLA, AK 99623

Registered Agent

Agent Name: GD SERVICES COMPANY

Registered Mailing Address: 6570 W TREVETTE CIR, WASILLA, AK 99623

Registered Physical Address: 6570 W TREVETTE CIR, WASILLA, AK 99623

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
10172926	Alaskan SunGrown LLC	Secretary, Shareholder	33.33
10117822	HNP, Inc	President, Shareholder	33.33
10253668	LGM Corporation	Director, Shareholder, Treasurer	33.33

Filed Documents

Date Filed	Type	Filing	Certificate
3/08/2024	Creation Filing	Click to View	Click to View
3/08/2024	Initial Report	Click to View	

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Alaska Entity #10262623

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

Certificate of Incorporation

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

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

Next Level Labs Corp

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 8, 2024**.

Julie Sande
Commissioner

Next Level Lab Corp.. OPERATING AGREEMENT - MEMBER-MANAGED

Date: 07/01/2023

Parties: HNP Inc, LGM Corp, Alaskan SunGrown LLC **Recital:** The undersigned members (hereafter referred to as "Members") hereby establish this Operating Agreement with the intent to form a member-managed corporation under the Corporation Act of Alaska (the "Act").

Article 1: Formation

1.1 **Name:** The corporation's name (the "Company") shall be Next Level Lab Corp.

1.2 **Articles of Organization:** The Company's Articles of Organization were duly filed with the Secretary of State of Alaska on 03/08/2024.

1.3 **Duration:** The Company shall continue indefinitely until dissolution as prescribed in this Agreement.

1.4 **Principal Office:** The Company's initial principal office is 6570 W Trevett Cir., Wasilla, AK 99623. The Members reserve the right to relocate this office as necessary.

1.5 **Designated Office and Agent for Service of Process:** The Company's initial designated office is 6570 W Trevette Cir., Wasilla, AK 99623. GD Services Company is the initial agent for service of process at this location. Any changes in the designated office or agent for service of process must be filed with the Secretary of State of the state where the Company's Articles of Organization were filed.

1.6 **Purposes and Powers:** The company was formed to manage manufacturing and retail ventures. It may enter other industries and ventures as agreed upon by Its owners, and it possesses all powers necessary, incidental, or conducive to achieving this purpose.

Article 2 Title to Assets: Company Asset Ownership and Entitlement

2.1 **Company Asset Title**: All assets utilized by the Company shall be held in the Company's name, and Members shall have no direct claim to these assets except through their indirect ownership interest.

2.2 **Restriction on Asset Partition**: Members shall not have the right to partition Company assets or claim specific assets in the event of Company liquidation or distribution.

2.3 **Appendix A—Equipment Ownership and Acquisition:** As outlined in Appendix A, the Company shall acquire specific equipment or resources as listed. This equipment, currently owned by LGM Corp and HNP Inc, shall be purchased by the Company based on replacement cost plus shipping. Until full payment is made, ownership of this equipment remains with LGM Corp and HNP Inc.

2.4 **Establishment of Payment Terms**: Members may establish mutually agreed-upon payment methods and plans for acquiring the equipment. Proper invoicing and documentation shall be provided to record and verify payments accordingly.

Article 3: Members, Contributions, and Interests

3.1 **Initial Members:** The following table details the initial Members and their Ownership Interests:

3.2 **Ownership Interest:**

Name	Ownership Interest in Next Level Lab Corp.
HNP, LLC	**%33.1/3**
LGM Corp	**%33.1/3**
Alaskan SunGrown LLC	**%33.1/3**

3.3 **Additional Members:** Additional Members may be admitted with the members' consent and per the terms outlined in this Agreement.

3.4 **Additional Contributions:** No Member is obliged to make additional capital contributions unless approved by the Members. Such contributions are subject to terms established by the Members.

3.5 **No Interest on Contributions:** No interest shall be paid on capital contributions.

3.6 **Capital Accounts:** Each Member shall have a capital account reflecting contributions, allocated income, and losses. These accounts must comply with federal income tax accounting principles as per Treasury Regulations §1.704-1(b)(2)(iv).

3.7 **Members' Commitment and Outside Activities and Non-Competition Clause:** Members are permitted to engage in external business pursuits, provided these activities do not conflict with or compete against the Company's interests. However, Members are strictly prohibited from engaging in any business or activity that competes directly with the Company **without prior written approval from the Membership majority**.

3.8 **Commitment to Company Objectives**: Each Member is expected to devote adequate time and resources to the Company's operations and business needs as defined by the Members. External pursuits must not interfere with the Company's goals, targets, or obligations.

3.9 **Non-Competition and Profit Protection**: Members must not engage in any business dealings that place them in direct competition with the Company, either personally or through a separate entity they own. Specifically, Members shall not:

(a) Take products manufactured or offered by the Company and independently sell these through an outside entity they own, keeping 100% of associated profits or costs without prior written approval from the Membership majority.
(b) Sell any Company products at wholesale or non-standard pricing through an entity they own or control without prior written approval from the Membership majority.

3.10 **Permitted Sales through Owned Entities**: Members may sell Company products through their own retail stores, provided these sales are made exclusively at standard menu pricing, without deviation or undercutting of Company-set prices with prior written approval from the Membership majority.

Article 4: Allocation of Profits and Losses

4.1 **Determination:** Net profits or losses shall be determined according to accounting principles for the Company's federal income tax return.

4.2 **Allocation Among Members:** Net profits or losses shall be allocated among the Members in proportion to their Ownership Interests.

4.3 **Tax Purposes Allocations:** Allocations concerning contributed property shall be made in accordance with IRC §704(c) and are solely for tax purposes. These allocations do not affect capital accounts or other rights.

4.4 **Prorates:** The net profit or loss allocation for Members who have not been in the Company for a full fiscal year or who have changed Ownership Interests during the year shall be prorated accordingly.

Article 5: Distributions

5.1 **Additional Distributions:** Subject to the Act's distribution regulations, the Company may make further distributions of cash or property as determined by the Members.

5.2 **Allocation of Distributions:** All distributions, whether for tax purposes or additional distributions, are to be allocated to Members in proportion to their Ownership Interests.

Article 6: Members

6.1 **Number and Qualifications:** The three Members shall manage the Company. Members can be individuals or entities.

6.2 **Initial Members:** The company's initial Members are HNP, LLC, Alaskan SunGrown, LLC, and LGM Corp.

6.3 **Authority of Members:** Members manage equally, and decisions are made by majority vote. They act as the Company's agents within ordinary business operations. However, specific actions like selling assets, merging, amending articles of organization, incurring debt, or changing the nature of the business require prior majority Member approval. Members are subordinate to the policies the Company puts in place within the ordinary operation of the business. No officer title with the Company has authority or decision-making powers.

6.4 **Other Agents:** The Members may appoint other agents to represent the Company, with either general or specific authority.

6.5 **Powers of Members:** Members acting solely as Members cannot represent the Company.

6.6 **Compensation and Reimbursement:** Members receive compensation as determined by the Members. They are also entitled to reimbursement for reasonable Company-related expenses as agreed upon by the Membership majority.

6.7 **Meetings of Members:** Managerial meetings require 24-hour notice and can be called by any Manager. A majority constitutes a quorum, and decisions are made by majority vote.

Article 7: Specially Called Member Meetings

7.1 **Calling Special Meetings:** Members can call meetings. Member-called meetings require written notice to Members. Electronic messaging or writing constitutes written notice.

7.2 **Notice of Special Meetings:** Members must be notified of meetings, including date, time, and place, at least ten but not more than sixty days in advance.

7.3 **Record Date:** The record date for determining Members entitled to vote is set by Members and falls between 10 and 70 days before the meeting.

7.4 **Quorum and Voting:** A quorum requires more than 50% of Ownership Interests, present in person or by proxy. A majority vote decides issues, barring other provisions.

7.5 **Member Self-Interest:** Engaging in self-interested conduct doesn't inherently violate the duty to the Company. Members may transact with the Company, subject to Manager or Member approval, and retain the same rights as non-Members in such transactions.

Article 8: Action by Members

8.1 **Meetings Without Notice:** Any meeting held by all or a majority of Members, regardless of location or time, is considered valid, even without notice, provided no Member objects to the lack of notice. Any decisions made at such meetings shall be deemed valid actions of the Members or Members.

8.2 **Actions Without Meeting:** Members may act without convening a meeting if all Members provide written consent detailing the action. These consents must be maintained in the Company's records.

8.3 **Meetings by Telephone:** Members or Members may conduct meetings via conference telephone or similar communication methods that allow all participants to communicate simultaneously. Participation in such a meeting equates to physical presence at the meeting.

Article 9: Accounting and Records

9.1 **Books of Account:** The Members shall maintain proper books and records for the Company, including, but not limited to, financial statements, tax returns, a register of Members, articles of organization, this agreement and its amendments, minutes of meetings, and written consents. All Members shall have continuous access to these records.

9.2 **Fiscal Year:** The Company's fiscal year shall align with the calendar year.

9.3 **Accounting Reports:** Within 90 days after the fiscal year-end, the Company shall provide each Member with an unaudited report of the Company’s annual activities, including a balance sheet and a profit and loss statement.

9.4 **Tax Returns:** The Company is responsible for filing all necessary tax returns promptly. Within 90 days of each fiscal year-end, the Company must provide each Member with a Schedule K-1 detailing their share of distributions, income, losses, and other relevant tax items.

Article 10: Dissociation

10.1 **Voluntary Dissociation**
Any Member of Next Level Lab Corp ("the Company") may not voluntarily dissociate from the Company.

10.2 **Involuntary Dissociation**
A Member may be involuntarily dissociated from the Company upon the occurrence of any of the following events:

(a) Death or incapacity.

(b) Assignment of the Member's interest for the benefit of creditors.

(c) Filing for bankruptcy by the Member.

(d) A court ruling determining that the Member cannot perform their duties due to mental or physical incapacity.

(e) Unanimous agreement by all remaining Members, excluding the dissociating Member, that such Member's conduct has become detrimental to the operations or reputation of the Company.

(f) Any event which disqualifies a Member from holding an Alaska Marijuana License.

10.3 **Dissociation Due to Risk of Financial Liens or Legal Action**

A Member may be involuntarily dissociated from Next Level Labs Corp if they are at documented risk of being subject to an IRS lien or any other significant legal or financial action that, in the sole discretion of the remaining Members, poses a substantial risk to the financial well-being or reputation of the Company. Documented risk includes, but is not limited to, the following:

(a) Receipt of an IRS Notice of Intent to Levy.
(b) Filing of a court action resulting in a judgment or lien that impacts the Member's financial interest in the Company.
(c) Filing for bankruptcy or any similar insolvency proceeding.

10.4 **Process for Dissociation**
The Company shall notify the Member in writing of the risk of lien or legal action, and the Member shall have thirty (30) days from the date of notice to resolve the issue or provide a satisfactory plan to mitigate the risk to the Company. If the problem is not resolved within this period, the remaining Members may vote to dissociate the Member by a majority vote.

10.5 **Effect of Dissociation**
The dissociated Member's ownership interest shall be treated per Section 10 of this Agreement (Member Dissociation), including valuation and payment for their interest in the Company.

10.6 **Effect of Dissociation**
Upon dissociation, the dissociated Member shall no longer have any right to participate in the management or operations of the Company. The dissociated Member's economic interest in the Company shall be determined based on the fair market value of their ownership interest as of the date of dissociation. The following provisions shall govern the treatment of a dissociating Member's interest:

(a) **Valuation of Ownership Interest**
The Company shall engage an independent appraiser to determine the fair market value of the dissociating Member's ownership interest as of the date of dissociation. The Company and the Dissociating Member shall bear the appraisal costs equally.

(b) **Payment for Ownership Interest**
The Company shall purchase the dissociating Member's ownership interest or, if the remaining Members agree, by one or more remaining Members. Payment shall be made in full within ninety (90) days of the effective dissociation date unless otherwise mutually agreed.

10.6 **Continuing Liabilities**
A dissociating Member remains liable for any Company obligations or liabilities incurred before their dissociation. The dissociated Member shall not be liable for any obligations or liabilities incurred after the dissociation date.

10.7 **Non-Compete Clause**
For a period of two (2) years following the date of dissociation, the dissociated Member shall not engage in, own, or provide services to any business that competes directly with the Company within the State of Alaska unless otherwise agreed upon in writing by the remaining Members.

10.8 **Notice to Third Parties**
Upon dissociation of a Member, the Company shall notify all necessary third parties, including creditors, suppliers, and customers, as required by law.

Article 11: Winding Up and Liquidation

11.1 **Liquidation Upon Dissolution:** The Members will liquidate the Company's assets unless continuing operations are elected. Proceeds from liquidation will be distributed first to creditors, then to reserves for contingent liabilities, and finally to Members in proportion to their capital account balances.

11.2 **Distribution of Property in Kind:** Property may be distributed in kind during liquidation with Member approval. For accounting purposes, in-kind distributions are treated as if the property were sold at fair market value.

11.3 **Negative Capital Accounts:** Members with negative capital account balances upon liquidation are not required to contribute to the deficit, and such a deficit shall not be considered a debt.

Article 12: Transfer of Members' Interests

12.1 **General Restrictions:** Members are prohibited from transferring any part of their interest in the Company except as expressly permitted in this agreement. Unauthorized transfers are null and void. "Transfer" encompasses sales, exchanges, pledges, or dispositions, voluntary or by law.

12.2 **Permitted Transfers:** Members may transfer their interests with the written consent of all other Members, subject to securities law restrictions. If approval is not granted, a Member may transfer their interest after tendering it to the Company, provided the tender is not accepted within the specified timeframe, the transfer is within 180 days of effective notice, and terms are no more favorable than those in the tender notice.

12.3 **Tender of Interest:** A Member desiring to transfer their interest without consent must tender it to the Company, providing details of the proposed transfer. If a Member's interest is transferred by law, the successor must notify other Members. Other Members may then opt to have the Company purchase the tendered interest within 30 days of notice, either on the terms of the tender or as per the agreement's dissociation provisions.

12.4 **Effect of Tender:** Upon the Company's acceptance of a tender, the Member ceases to be a member concerning the tendered interest. They retain only the right to purchase the interest per this agreement.

12.5 **Substitution:** A transferee becomes a Member upon executing and delivering a written agreement to adhere to all terms of this agreement. Transferees not admitted as Members only receive distribution rights and lack Member privileges.

Article 13: Indemnification and Liability Limitation

13.1 **Indemnification:** The Company shall fully indemnify Members permissible under applicable law, covering all liabilities and costs incurred due to their role. This indemnification is not exclusive and does not cover breaches of loyalty, acts of bad faith, unlawful distributions, or personal benefit transactions.

13.2 **Limitation of Liability:** Members are not liable for monetary damages from their conduct, except as restricted by law. Amendments to this provision or the Act will not adversely affect rights for prior actions.

Article 14: Miscellaneous Provisions

14.1 **Amendment:** This agreement can only be amended or repealed in writing by the Members.

14.2 **Binding Effect:** The agreement binds and benefits Members' successors and assigns without altering transfer restrictions.

14.3 **Notice:** Written notices must be sent via certified mail. Notices are deemed given three days after mailing.

14.4 **Litigation Expense:** In legal proceedings involving this agreement, the prevailing party is entitled to reasonable attorney fees and costs.

14.5 **Additional Documents:** Members shall execute documents and act as needed to complete transactions under this agreement.

14.6 **Counterparts:** This agreement may be executed in multiple counterparts, collectively representing one agreement.

14.7 **Governing Law:** The agreement is governed by the law of the state where the Company's articles of organization are filed.

14.8 **Severability:** Invalid or unenforceable provisions do not affect the remaining provisions.

14.9 **Authority:** Individuals executing on behalf of entities warrant their authorization, binding the entity to this agreement.

Article 15: Confidentiality Clause

15.1 **Confidentiality Obligation**: Each Party shall treat all information provided or disclosed by the other Party as confidential and proprietary, including but not limited to information relating to Technology, Technology Improvements, Derivative Works, Intellectual Property Rights, processes, procedures, pricing, costs, product development, marketing plans, and any other proprietary or sensitive information (collectively, "Confidential Information"). Each Party agrees to maintain the confidentiality of such information, prevent unauthorized use or disclosure, and apply no less than reasonable care to protect the Confidential Information, consistent with industry standards.

15.2 **Permitted Disclosures**: Confidential Information may only be disclosed to those employees, agents, contractors, or consultants of the receiving Party who have a legitimate business need to know such information, provided such individuals are bound by obligations of confidentiality at least as restrictive as those set forth herein.

15.3 **Use Restriction**: The receiving Party shall use Confidential Information solely for the purposes authorized by the disclosing Party. The receiving Party shall not use or exploit any Confidential Information, including any Technology, Technology Improvements, Derivative Works, or Intellectual Property Rights for any purpose other than the execution of this Agreement or as expressly permitted by the disclosing Party in writing.

15.4 **Derivative Works**: "Derivative Works" are works based upon one or more pre-existing works. This includes:

(a) For copyrightable or copyrighted material: any translation, partition, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment, revision, or other form in which such material may be recast, transformed, or adapted;

(b) For patentable or patented material: any improvement thereon;

(c) For material protected by trade secret: any new material derived from such existing trade secret material, including material that may qualify for protection under copyright, patent, or trade secret law.

15.5 **Intellectual Property Rights**: "Intellectual Property Rights" refers to all rights, whether patent, copyright, trademark, trade secret, know-how, trade dress, or other intellectual, industrial, or proprietary rights, including but not limited to claims for infringement, misappropriation, violation thereof, and rights to all registrations, applications, and renewals. These rights are valid now and, in the future, worldwide or in specified jurisdictions.

15.6 **Technology**: "Technology" encompasses materials, packaging, products, know-how, and manufacturing methods provided by either Party and all associated Intellectual Property Rights and Derivative Works. Technology includes but is not limited to designs, materials, methods, formulae, processes, technology, devices, techniques, systems, flowcharts, plans, drawings, proprietary information, software, samples, studies, data, reports, testing methods, pricing information, product development plans, compositions of matter, inventions, works of authorship, and any related developmental results.

15.7 **Technology Improvements**: "Technology Improvements" refer to proprietary information, know-how, trade secrets, programs, designs, methods, formulae, compositions, technology, data, Intellectual Property Rights, or Derivative Works developed independently or collaboratively by either Party. Technology Improvements are defined as those advancements that

(a) are based on, derived from, or improve upon existing Technology,

(b) can be incorporated into or assist in the production of Technology, or

(c) provide alternatives for use in production that may
    i. enhance Technology capabilities or improve Technology efficiency or quality,
    ii. reduce manufacturing or associated costs, or
    iii. streamline Technology production.

15.8 **Non-Disclosure Duration**: This obligation of confidentiality shall survive the termination or expiration of this Agreement for a period of five (5) years, or as otherwise extended under applicable laws governing trade secret protection, and shall not expire for trade secrets until they become public knowledge through no fault of the receiving Party.

15.9 **Return or Destruction of Confidential Information**: Upon termination or expiration of this Agreement or upon written request from the disclosing Party, the receiving Party shall promptly return or destroy all Confidential Information, including any copies thereof, and certify in writing that it has complied with this obligation.

Next Level Lab Corp.. OPERATING AGREEMENT - MEMBER-MANAGED

X Kerby Coman 10/30/2024

Name and Title Date
Kerby Coman
President

X 10/30/2024

Name and Title Date
Casey Wilkins
Secretary

X 10/30/2024

Name and Title Date
Greg Miller
Director