Limited Liability Company Operating Agreement

This Operating Agreement (the "Agreement") is entered into and shall be effective as of 12/22/24, by and among the following individuals/entities (the "Members"):

Keith Crocker, Jason Wood, and Patrick Oneal

Article I: Formation

1. **Formation of LLC**: The Members hereby modify a Limited Liability Company ("LLC") under the laws of the State of Alaska. The LLC shall be governed by the provisions of this Agreement and the laws of the State of Alaska.

2. **Name of LLC**: The name of the LLC shall be Northern Emerald LLC

3. **Principal Office**: The principal office of the LLC shall be located at 2083 S.Old Glenn Hwy Building #2, Palmer, AK 99645 with the mailing address being 600 N Eckert St Palmer. AK 99645

4. **Registered Agent**: The registered agent for the LLC shall be Keith Crocker, with an address at P.O. Box 22718, Juneau, AK 99802.

Article II: Purpose

The purpose of the LLC is to engage in any lawful business activity for which a limited liability company may be organized under the laws of the State of Alaska, as determined by the Members.

Article III: Membership Interests

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STATE OF ALASKA

1. **Initial Contributions**: Each Member shall make an initial contribution to the LLC as follows:

- No initial Contributions

2. **Ownership Interests**: The ownership interest of each Member shall be as follows:

- Keith Crocker 33.3 %
- Jason Wood 33.3%
- Patrick Oneal 33.3%

3. **Additional Contributions**: No Member shall be required to make additional contributions to the LLC unless unanimously agreed upon by all Members.

Article IV: Management

1. **Management Structure**: The LLC shall be managed by Keith Crocker.

2. **Powers of Managers**: The Manager shall have full authority to manage and control the business and affairs of the LLC, subject to the limitations set forth in this Agreement.

3. **Major Decisions**: The following actions require unanimous consent of the Members:

- Amending the Operating Agreement.
- Dissolving the LLC.
- Admitting new Members.

Article V: Distributions

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STATE OF ALASKA

1. **Profit and Loss Allocation**: Profits and losses shall be allocated among the Members in proportion to their ownership interests.

2. **Distributions**: Distributions shall be made to the Members at such times and in such amounts as determined by the Members, subject to applicable law and the LLC's financial needs.

Article VI: Membership Changes

1. **Transfer of Interests**: No Member may transfer their ownership interest in the LLC without the unanimous written consent of all Members.

2. **Withdrawal**: A Member may withdraw from the LLC upon providing 90 days written notice to the other Members. The LLC shall determine the value of the withdrawing Member's interest based on Agreed-Upon Value. A value agreed upon by all Members.

3. **Admission of New Members**: No new Members may be admitted to the LLC.

Article VII: Dissolution

1. **Events of Dissolution**: The LLC shall be dissolved upon the occurrence of any of the following:

- A unanimous decision by the Members.
- An event making the LLC's business illegal.
- A judicial decree of dissolution.

2. **Winding Up**: Upon dissolution, the LLC's assets shall be liquidated, and the proceeds shall be distributed in the following order:

- Payment of debts and liabilities.
- Return of capital contributions to Members.

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- Distribution of remaining assets to Members in proportion to their ownership interests.

Article VIII: Miscellaneous Provisions

1. **Amendments**: This Agreement may be amended only by a written agreement signed by all Members.

2. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

3. **Entire Agreement**: This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements or understandings.

4. **Severability**: If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of the date first written above.

**Member Signatures: **

Keith Crocker

Jason Wood

Patrick Oneal

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RECORDS MANAGEMENT OFFICE

Alaska Business License # **2153479**

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

Northern Emerald

600 N. Eckert Street, Palmer, AK 99645

owned by

Northern Emerald, LLC

is licensed by the department to conduct business for the period

January 11, 2024 to December 31, 2025
for the following line(s) of business:

44-45 - Retail Trade

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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