Alaska Entity #10308401

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

Dragon's Lair LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **April 11, 2025**.

Julie Sande
Commissioner

AK Entity #: 10308401
Date Filed: 04/11/2025
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

Articles of Organization

Domestic Limited Liability Company

Web-4/11/2025 9:27:07 AM

1 - Entity Name

Legal Name: Dragon's Lair LLC

2 - Purpose

cannabis cultivation in compliance with Alaska statutes

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Registered Agents Inc

Mailing Address: Registered Agents Inc #134290 821 N ST STE 102, Anchorage , AK 99501

Physical Address: Registered Agents Inc #134290 821 N ST STE 102, Anchorage , AK 99501

5 - Entity Addresses

Mailing Address: 3705 Arctic blvd #2486, anchorage, AK 99503

Physical Address: 21468 W Kobuk LN, Wasilla , AK 99623

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Jacob Robertson			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: Jacob Robertson

AK Entity #: 10308401
Date Filed: 05/22/2025
State of Alaska, DCCED

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THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
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Website: corporations.alaska.gov

Domestic Limited Liability Company

Initial Biennial Report

Entity Name: Dragon's Lair LLC

Entity Number: 10308401

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 21468 W KOBUK LN, WASILLA , AK 99623

Mailing Address: 3705 ARCTIC BLVD #2486, ANCHORAGE, AK 99503

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

Name: Registered Agents Inc

Physical Address: REGISTERED AGENTS INC #134290 821 N ST STE 102, ANCHORAGE , AK 99501

Mailing Address: REGISTERED AGENTS INC #134290 821 N ST STE 102, ANCHORAGE , AK 99501

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
Jacob Robertson	3705 Arctic blvd #2486, AK, AK 99503	51	X
Joseph Robertson	3705 Arctic blvd #2486, AK, AK 99503	49	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: Jacob Robertson

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OPERATING AGREEMENT
FOR
DRAGON'S LAIR LLC
AN ALASKA LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

This Operating Agreement (the "Agreement") of Dragon's Lair LLC, an Alaska limited liability company, effective as of April 11, 2025, is made by and among the parties listed on the signature page(s) (collectively, the "Members" or individually, a "Member").

INTRODUCTION

A. The Members have filed Articles of Organization (the "Articles") for Dragon's Lair LLC (the "Company"), a limited liability company formed under the laws of the State of Alaska on April 11, 2025.

B. The Members desire to adopt and approve an operating agreement for the Company under the Alaska Revised Limited Liability Company Act, Alaska Stat. § 10.50, *et seq.* (as amended from time to time, the "Act").

AGREEMENT

I. ORGANIZATIONAL MATTERS.

I.1. **Name.** The name of the Company shall be "Dragon's Lair LLC". The Company may conduct business under that name or any other name approved by the Members.

I.2. **Term.** The term of this Agreement shall be until the Company is dissolved as provided in this Agreement.

I.3. **Office and Agent.** The Company shall continuously maintain a registered office and registered agent in the State of Alaska as required by the Act. The principal office of the Company shall be at 21468 West Kobuk Lane, Wasilla, Alaska 99623, or such location as the Members may determine. The registered agent shall be as stated in the Articles of Organization or as otherwise determined by the Members.

I.4. **Business of the Company.** The purposes and character of the business of the Company shall be to transact any and all lawful business for which limited liability companies may be organized under the Act, including, but not limited to, licensed marijuana cultivation activities pursuant to AS 17.38 *et seq*.

II. CAPITAL CONTRIBUTIONS.

II.1. **Capital Contributions.** Each Member shall make a cash or other contribution to the Company's capital in the amounts and/or values shown opposite the Member's name on Exhibit A. to this Agreement. No Member shall be required to make any additional capital contributions to the Company. Additional contributions to the Company's capital shall be made only with the unanimous consent of the Members. Except as provided in this Agreement, no Member may withdraw his or her capital contribution.

II.2. **Capital Accounts.** The Company shall maintain for each Member a separate Capital Account in accordance with Treasury Regulations section 1.704-1(b). Upon a valid

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transfer of a Member's interest in the Company ("Membership Interest") in accordance with Article VI, such Member's Capital Account shall carry over to the new owner.

II.3. **No Interest.** No Member shall be entitled to interest on its Capital Account.

III. MEMBERS.

III.1. **Admission of Additional Members.** Additional Members may be admitted upon the consent of all Members. Additional Members will participate in the Company's management, Net Profits, Net Losses, and distributions on such terms as the Members determine. The Members shall amend Exhibit A on the admission of an additional Member to set forth such Member's name and capital contribution. "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions, and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting at the close of each fiscal year employed on the Company's information tax return filed for federal income tax purposes.

III.2. **Withdrawals or Resignations.** No Member may withdraw, retire, or resign from the Company except as provided for in this Agreement.

III.3. **Payments to Members.** No Member or person or entity controlled by, controlling or under common control with the Member (each such person or entity is defined as an "Affiliate"), is entitled to remuneration for services rendered or goods provided to the Company unless approved by the Members in writing. However, the Company shall reimburse the Members and their Affiliates for organizational expenses (including, without limitation, legal and accounting fees and costs) incurred to form the Company, prepare the Articles and this Agreement and, as approved by the Members, for the actual cost of goods and materials used by the Company.

IV. MANAGEMENT.

IV.1. **Management and Powers.**

(a) The Members shall have the sole and exclusive control of the management, business and affairs of the Company, and the Members shall make all decisions and take all actions for and on behalf of the Company.

(b) Except as otherwise provided in this Agreement, the affirmative vote or consent of a majority of the Members will be considered the vote or consent of the Company.

IV.2. **Member Meetings.**

(a) A meeting of the Members may be called by any Member.

(b) Meetings of the Members may be held in person or by means of conference telephone or similar communications equipment by which all Members participating in the meeting can hear each other. Another suitable electronic communications system may be used including video-conferencing technology or

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the Internet, but only if each Member entitled to participate in the meeting consents to the meeting being held by means of that system and the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant. Participation in such meeting shall constitute attendance and presence in Member at such meeting.

V. ALLOCATIONS OF NET PROFITS AND NET LOSSES AND DISTRIBUTIONS.

V.1. **Tax Allocations.** All items of Company income, gain, loss, or deduction shall be allocated for federal, state, and local income tax purposes to the Members, pro rata, in accordance with their respective Membership Interests.

V.2. **Qualified Income Offset.** If any Member unexpectedly receives an adjustment, allocation, or distribution that results in a deficit balance in that Member's Capital Account, there shall be allocated to that Member items of Company income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible.

V.3. **Distribution of Assets by the Company.** Subject to applicable law and any limitations contained elsewhere in this Agreement, Members holding a majority of the Membership Interests may elect from time to time to cause the Company to make distributions. Distributions shall be first to the Members in proportion to their unreturned capital contributions until each Member has recovered his or her capital contributions, and then to the Members in proportion to their Membership Interests.

V.4. **Tax Distributions.** In each instance in compliance with the Act and other applicable law, the Company shall distribute to each Member, at least five days prior to the applicable due dates for estimated tax payments, an amount of cash equal to the excess, if any, of (a) amounts estimated by the Members, in consultation with the Company's tax and accounting advisors, to represent the highest federal, state and local income tax liability (such liability, a "Tax Liability") that would be incurred by a Member with respect to such Member's allocable share of the Company's taxable net income for such fiscal year, minus (b) the amounts previously distributed to such Member in such fiscal year pursuant to Section 5.3 (any such distribution, and any other distribution under this Section 5.4, a "Tax Distribution"). In calculating the amount of each Tax Distribution, the Company shall assume that each Member's Tax Liability is equal to (i) the maximum federal, state, and local income tax rate (expressed as a percentage) that is applicable to any Member (or any direct or indirect partners or members of any Member) in respect of income recognized during such taxable year, taking into account the character of the income (e.g., ordinary or capital) recognized by the Company during such year (the "Tax Rate") (for the avoidance of doubt, the Tax Rate shall be the same for all Members), multiplied by (ii) such Member's allocable share of the Company's taxable income (including any tax items required to be separately stated under Section 703 of the Code) for such period. The Tax Rate may be adjusted by the Members to account for preferential rates of income tax applicable to certain kinds of income for individuals, provided that the same

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percentage shall apply to each Member. Notwithstanding anything herein to the contrary, Tax Distributions pursuant to this Section 5.4 shall be treated as advances of any distributions under Section 5.2 and Section 5.3 that would otherwise be made to such Member, and shall reduce or offset, dollar-for-dollar, subsequent amounts otherwise distributable pursuant to Section 5.3. No Tax Distributions shall be made in connection with the dissolution and liquidation of the Company.

VI. TRANSFER AND ASSIGNMENT OF INTERESTS.

VI.1. **Transfer and Assignment of Interests.** No Member shall be entitled to transfer, assign, convey, sell, encumber or in any way alienate all or any part of his or her Membership Interest (collectively, "transfer") except with the prior approval of all Members, which approval may be given or withheld in the sole discretion of the Members.

VI.2. **Substitution of Members.** A transferee of a Membership Interest shall have the right to become a substitute Member only if (a) Member consent is given in accordance with Section 6.1, (b) such person executes an instrument satisfactory to the Members accepting and adopting the terms and provisions of this Agreement, and (c) such person pays any reasonable expenses in connection with his or her admission as a new Member. The admission of a substitute Member shall not release the Member who assigned the Membership Interest from any liability that such Member may have to the Company.

VI.3. **Transfers in Violation of this Agreement and Transfers of Partial Membership Interests.** Upon a transfer in violation of this Article VI, the transferee shall have no right to vote or participate in the Company's management or to exercise any Member rights. Such transferee shall only be entitled to receive the share of Net Profits, Net Losses, and distributions of the Company's assets to which the transferor would otherwise be entitled. Notwithstanding the immediately preceding sentences, if, in the determination of the remaining Members, a transfer in violation of this Article VI would cause the Company's termination under the Act, in the sole discretion of the remaining Members, the transfer shall be null and void.

VII. ACCOUNTING, RECORDS, REPORTING BY MEMBERS.

VII.1. **Books and Records.** The Company's books and records shall be kept in accordance with the accounting methods followed for federal income tax purposes. The Company shall maintain at its principal office in Alaska all records required to be maintained by the Company pursuant to the Act.

VII.2. **Reports.** The Company shall cause to be filed, in accordance with the Act, all reports and documents required to be filed with any governmental agency. The Company shall cause to be prepared at least annually information concerning the Company's operations necessary for the completion of the Members' federal and state income tax returns. The Company shall send or cause to be sent to each Member within ninety (90) days after the end of each taxable year (i) such information as is necessary to complete the Members'

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federal and state income tax or information returns and (ii) a copy of the Company's federal, state, and local income tax or information returns for the year.

VII.3. **Bank Accounts.** The Members shall maintain the Company's funds in one or more separate bank accounts in the Company's name, and shall not permit the Company's funds to be commingled in any fashion with any other person's funds. Any Member, acting alone, is authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company's accounts. All checks, drafts, and other instruments obligating the Company to pay money in an amount of less than $5,000 may be signed by any one Member, acting alone. All checks, drafts, and other instruments obligating the Company to pay money in an amount of $5,001 or more must be signed on behalf of the Company by all Members acting together.

VII.4. **Tax Matters.**

(a) The Members shall designate a "Tax Representative," who shall be the "partnership representative" of the Company within the meaning of Section 6223(a) of the Internal Revenue Code of 1986, as amended (the "Code"). If any state or local tax law provides for a partnership representative or person having similar rights, powers, authority or obligations (including as a tax matters partner), the Tax Representative shall also serve in such capacity. The Tax Representative shall have all of the rights, authority and power, and shall be subject to all of the obligations, of a partnership representative to the extent provided in the Code and the Treasury Regulations, and the Partners hereby agree to be bound by any actions taken by the Tax Representative in such capacity; provided, that the Tax Representative shall not (i) settle any material tax claim or (ii) make an election under Section 6221(b) or 6226, in each case, without the consent of Members holding a majority of the outstanding Membership Interests. The initial Tax Representative shall be Jacob Robertson.

(b) Each Member agrees to indemnify the Company to the extent of such Member's share of any imputed underpayment (or similar amount under local or state law) promptly upon written notice of the Company. Each Member agrees to provide promptly and to update as necessary at any times requested by the Tax Representative, all information, documents, self-certifications, tax identification numbers, tax forms, and verifications thereof, that the Tax Representative deems necessary in connection with any matter of the Company relating to taxation. Each Member covenants and agrees to take any action reasonably requested by the Company in connection with an election by the Company under Section 6221(b) or 6226 of the Code, or an audit or a final adjustment of the Company by a taxing authority (including, without limitation, promptly filing amended tax returns and promptly paying any related taxes, including penalties and interest). The provisions of this Section shall survive the termination of this Agreement.

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VIII. DISSOLUTION AND WINDING UP.

VIII.1. **Company Dissolution.** The Company shall dissolve upon the occurrence of any of the following events:

(a) Upon the unanimous vote of the Members; or

(b) Upon the entry of a decree of judicial dissolution.

VIII.2. **Winding Up.** If the Company is dissolved, the Members shall appoint a liquidator (the "Liquidator"), and the Liquidator shall cause the Company's business to be liquidated as promptly as is consistent with obtaining the fair market value of the Company's assets. The Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in the next sentence. The proceeds of the liquidation of the Company shall be distributed in the following order and priority:

(a) First, to the creditors of the Company, including any Member who is a creditor, to the fullest extent permitted by applicable law, in satisfaction of Company liabilities (whether by payment or by making reasonable provision for payment thereof, including the setting up of any reserves which are reasonably necessary therefor);

(b) Second, to the Members in an amount equal to any unreturned contributions; and

(c) Third, to the Members, pro rata, in accordance with their positive Capital Account balances.

VIII.3. **Payment of Liabilities upon Dissolution.** After determining that all of the Company's known debts and liabilities have been paid or adequately provided for, the Company shall distribute the remaining assets to the Members in accordance with their positive capital account balances, after taking into account income and loss allocations for the Company's taxable year during which liquidation occurs.

VIII.4. **Limitations on Payments Made in Dissolution.** Except as otherwise specifically provided in this Agreement, each Member shall (a) be entitled to look only to the Company's assets for the return of his or her positive Capital Account balance, and (b) have no recourse for his or her Capital Contribution and/or share of Net Profits against any other Member.

VIII.5. **Articles of Dissolution.** The Company shall file, as soon as possible after the occurrence of any event set forth in Section 8.1, Articles of Dissolution with the Alaska Department of Commerce, Community, and Economic Development which discloses the dissolution of the limited liability company and the commencement of winding up of its business and affairs.

IX. INDEMNIFICATION.

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IX.1. **Indemnification of Agents.** The Company shall indemnify any Member and may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding because he or she is or was a Company Member, officer, employee or other agent or that, being or having been such a Member, officer, employee or agent, he or she is or was serving at the Company's request as a manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to hereinafter as an "agent"), to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit.

X.**MISCELLANEOUS.**

X.1. **Complete Agreement.** This Agreement and the Articles constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter herein and therein and replace and supersede all prior written and oral agreements among the Members. To the extent that any provision of the Articles conflict with any provision of this Agreement, the Articles shall control.

X.2. **Binding Effect.** Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members, and their respective successors and assigns.

X.3. **Interpretation.** All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any Member relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Member or his or her counsel.

X.4. **Confidentiality.** Each Member hereby agrees and acknowledges that, by reason of their relationship with each other under this Agreement, they will have access to confidential and proprietary information of both the Company and of the other Members ("Confidential Information"). The Members agree to: (a) protect the Confidential Information by using at least the same degree of care as such Member uses to protect its own confidential information of similar nature to prevent any unauthorized access, use, dissemination, or publication of such Confidential Information, but in no event less than reasonable care; (b) not use the Confidential Information except solely for the purpose of its performance under this Agreement; and (c) not disclose, disseminate, distribute, or transfer such Confidential Information to any third party without the express written consent of the other Members. Each Member shall limit the dissemination of Confidential

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Information to only those Member employees, attorneys or shareholders, who have a need to know in order to perform their duties related to the obligations of such Member pursuant to this Agreement. Confidential Information shall not include information which: (i) is known to the receiving party without any confidentiality restriction at the time of disclosure; (ii) is publicly known or becomes publicly known and made generally available through no wrongful act of such receiving party; (iii) has been rightfully received by the receiving party, without any confidentiality restriction, from a third party who is authorized to make such disclosure and not otherwise in violation of this Agreement; or (iv) was independently developed by the receiving party without any use of the Confidential Information and by receiving party's employees or consultants who did not have access to the Confidential Information.

X.5. **Dispute Resolution.** If a dispute of any kind or nature arises in any way relating to this Agreement, or breach or interpretation thereof, and if said dispute cannot be settled through direct discussions, the Members agree to first endeavor to settle the dispute in an amicable manner by mediation. It is expressly understood and agreed that no party to this Agreement may commence any manner of legal action or proceeding arising out of or relating in any way to this Agreement until termination of the mediation. This provision is intended to provide a continuing mechanism for resolving disputes and will survive a Member's sale or transfer of his or her membership interests and the termination of his or her employment with the Company.

X.6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alaska, excluding its conflicts of law principles.

X.7. **Severability.** If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

X.8. **Notices.** Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing (which may include facsimile) and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address specified in Exhibit A. hereto. Any party may, at any time by giving three (3) days' prior written notice to the other Members, designate any other address in substitution of the foregoing address to which such notice will be given.

X.9. **Amendments.** All amendments to this Agreement will be in writing and signed by all of the Members.

X.10. **Remedies Cumulative.** The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

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THE SECURITIES REFERENCED BY THIS OPERATING AGREEMENT AND REPRESENTING THE OWNERSHIP INTERESTS IN THIS COMPANY HAVE NOT BEEN REGISTERED UNDER THE ALASKA SECURITIES ACT OR FEDERAL SECURITIES LAWS, AND CANNOT BE RESOLD WITHOUT REGISTRATION UNDER, OR EXEMPTION FROM, THOSE LAWS.

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INTENDING TO BE BOUND, the Members have executed this Agreement as of the date first written above.

MEMBER:

Jacob Robertson

MEMBER:

Joseph Robertson

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EXHIBIT A. CAPITAL CONTRIBUTION AND ADDRESSES OF MEMBERS AS OF APRIL 11, 2025.

Member's Name	Member's Address	Member's Capital Contribution	Member's Membership Interest
Jacob Robertson	_____	_____	51%
Joseph Robertson	_____	_____	49%

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Dropbox Sign

Audit trail

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Document History

SENT	**08 / 27 / 2025** 22:51:08 UTC	Sent for signature to Dragon's Lair LLC (akjakester@yahoo.com) and Joseph Robertson (ak2fiji@gmail.com) from brenda@jdwcounsel.com IP: 24.237.42.39
VIEWED	**08 / 27 / 2025** 22:51:34 UTC	Viewed by Dragon's Lair LLC (akjakester@yahoo.com) IP: 72.35.97.11
SIGNED	**08 / 27 / 2025** 22:52:05 UTC	Signed by Dragon's Lair LLC (akjakester@yahoo.com) IP: 72.35.97.11
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SIGNED	**08 / 28 / 2025** 21:27:36 UTC	Signed by Joseph Robertson (ak2fiji@gmail.com) IP: 209.165.171.12
COMPLETED	**08 / 28 / 2025** 21:27:36 UTC	The document has been completed.