



Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

Why is this form needed?

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review **Title 04** of **Alaska Statutes** and **Chapter 304** of the **Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

This form must be completed and submitted to AMCO's Anchorage office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to be licensed.

Licensee:	Rogue's Garden LLC				
License Type:	Restaurant or Eating Place	Statutory Reference:	04.11.100		
Doing Business As:	Rogue's Garden				
Premises Address:	354 Fairbanks Drive				
City:	Valdez	State:	AK	ZIP:	99686
Local Governing Body:	City of Valdez				
Community Council:	Valdez City Council				

Mailing Address:	PO Box 749				
City:	Valdez	State:	AK	ZIP:	99686

Designated Licensee:					
Contact Phone:			Business Phone:		
Contact Email:					

Seasonal License? Yes No If "Yes", write your six-month operating period: _____

OFFICE USE ONLY					
Complete Date:		License Years:		License #:	6192
Board Meeting Date:			Transaction #:	100772587	
Issue Date:			Examiner:		



Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

Section 2 – Premises Information

Premises to be licensed is:

- an existing facility a new building a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

It is .6 miles, or 3168 feet

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

It is .12 miles, or 633 feet

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4.
If more space is needed, please attach a separate sheet with the required information.
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	



Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

Section 4 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Bruce R Good				
Title(s):	member	Phone:	(907) 831-6153	% Owned:	50
Address:	633 Copper Drive, PO Box 2660				
City:	Valdez	State:	AK	ZIP:	99686

Entity Official:	Kathryn E Nielsen				
Title(s):	member	Phone:	(907) 831-1919	% Owned:	50
Address:	633 Copper Dr, PO Box 2660				
City:	Valdez	State:	AK	ZIP:	99686

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	



Alaska Alcoholic Beverage Control Board
Form AB-00: New License Application

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10185343	AK Formed Date:	1/27/2022	Home State:	Alaska
Registered Agent:	Susan I Love		Agent's Phone:	(907) 255-6002	
Agent's Mailing Address:	PO Box 962				
City:	Valdez	State:	AK	ZIP:	99686

Residency of Agent: Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

Section 5 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses: Yes No

Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Section 6 – Authorization

Communication with AMCO staff: Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:



Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

Section 7 – Certifications

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

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

KEN

I certify that all proposed licensees have been listed with the Division of Corporations.

KEN

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

KEN

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

KEN

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

KEN

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

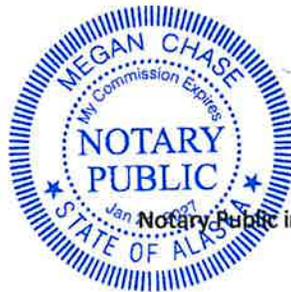
KEN



Signature of licensee

Kathryn E Nielsen

Printed name of licensee





Signature of Notary Public

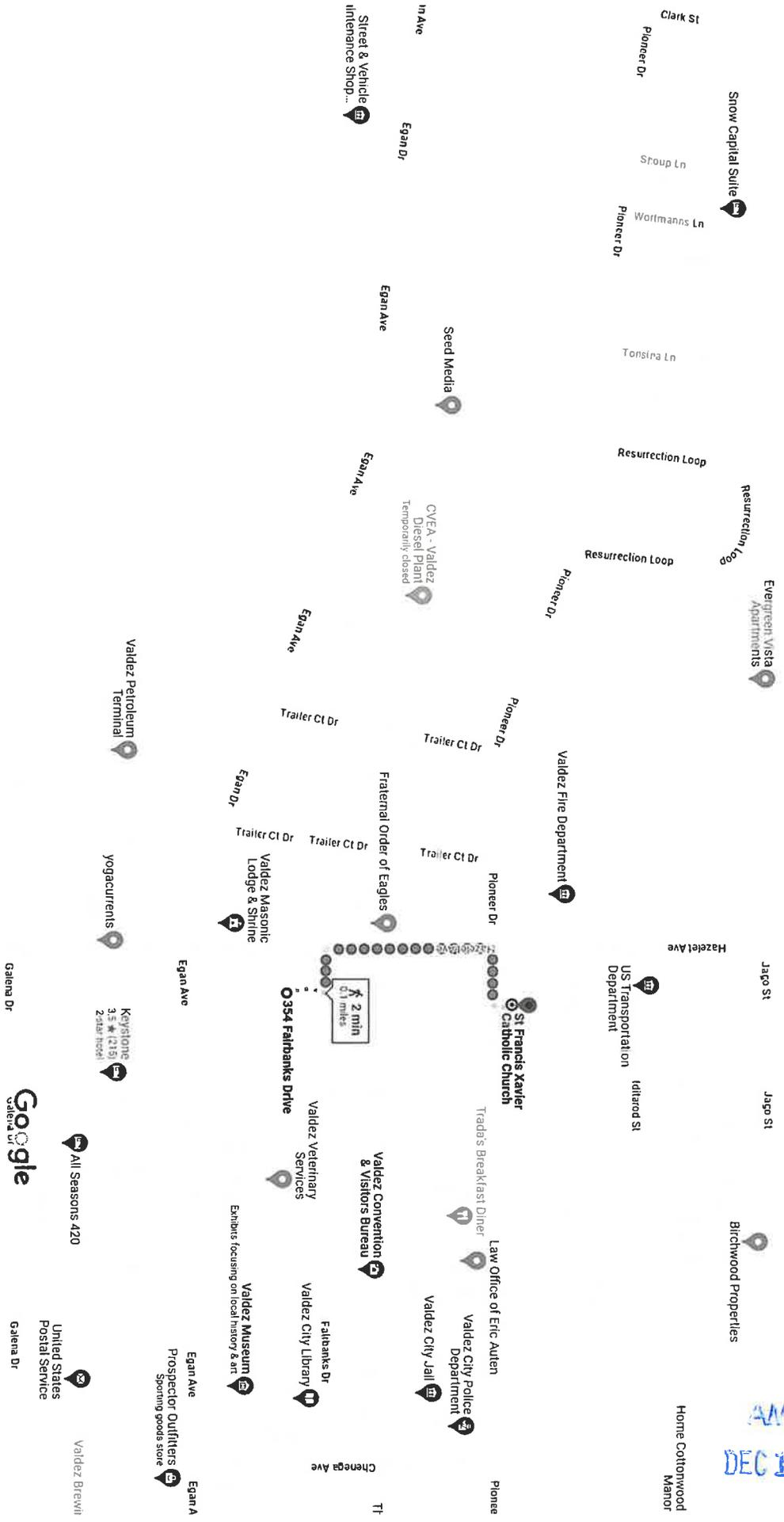
Notary Public in and for the State of Alaska

My commission expires: Jan 24, 2027

Subscribed and sworn to before me this 10th day of November, 2023.

AMCO

AMCO
DEC 1 2023



via Hazelet Ave

2 min

0.1 mile

Nearest dward's extra



Map data ©2023





Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form may not be required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's Anchorage office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Rogue's Garden LLC	License Number:	
License Type:	Restaurant or Eating Place		
Doing Business As:			
Premises Address:	354 Fairbanks Dr		
City:	Valdez	State:	AK ZIP: 99686

Rogue's Garden Building
354 Fairbanks Drive
Valdez, AK 99686

RENTAL UNITS/TENANTS

Unit #1

Intertek/Caleb Brett
2200 West Loop South
Houston, TX 77027
907-835-4331

Business type: Oil Industry support

Unit #2

Torie Young dba Salon Eclipse
354 Fairbanks Drive
Valdez, AK 99686
907-835-4247

Business type: Hair Salon

Unit #3

Merreley Donohue dba Radiant Wellness
PO Box 1105
Valdez, AK 99686
907-255-6367

Brad Arvidson dba Arvidson Chiropractic
PO Box 414
Valdez, AK 99686
907-835-5405

Business type: Massage Therapy, Chiropractic

Unit #4

Focus Outreach
16635 Centerfield Dr #103
Eagle River, AK 99577

Business type: Early Childhood Development

Unit #5

Rogue's Garden LLC
PO Box 749
Valdez, AK 99686
907-835-5880

Business type: Retail grocery, coffee shop and restaurant

AMCO

DEC 1 2023



A

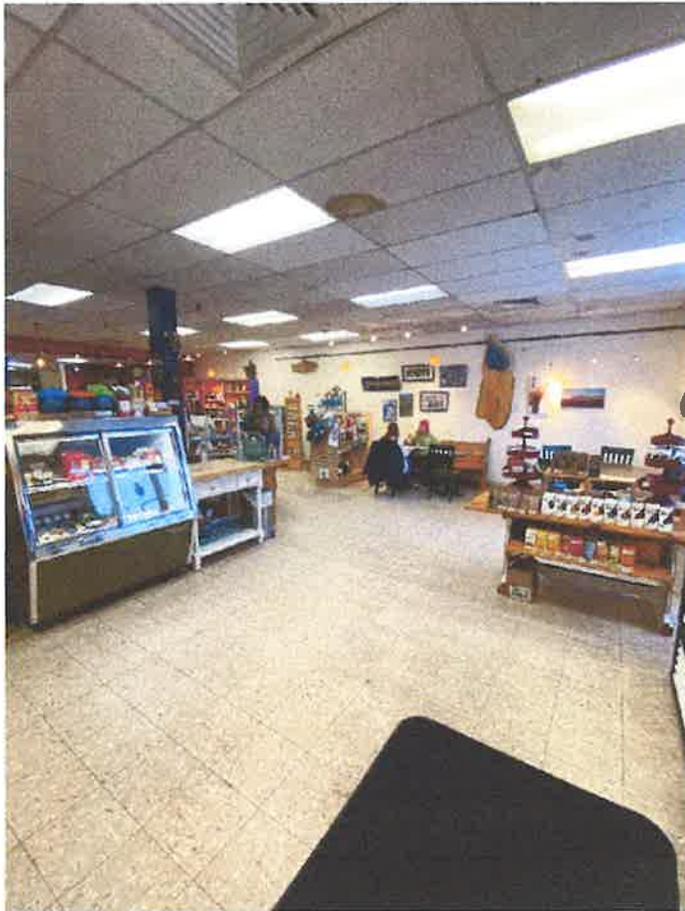


B

AMCO
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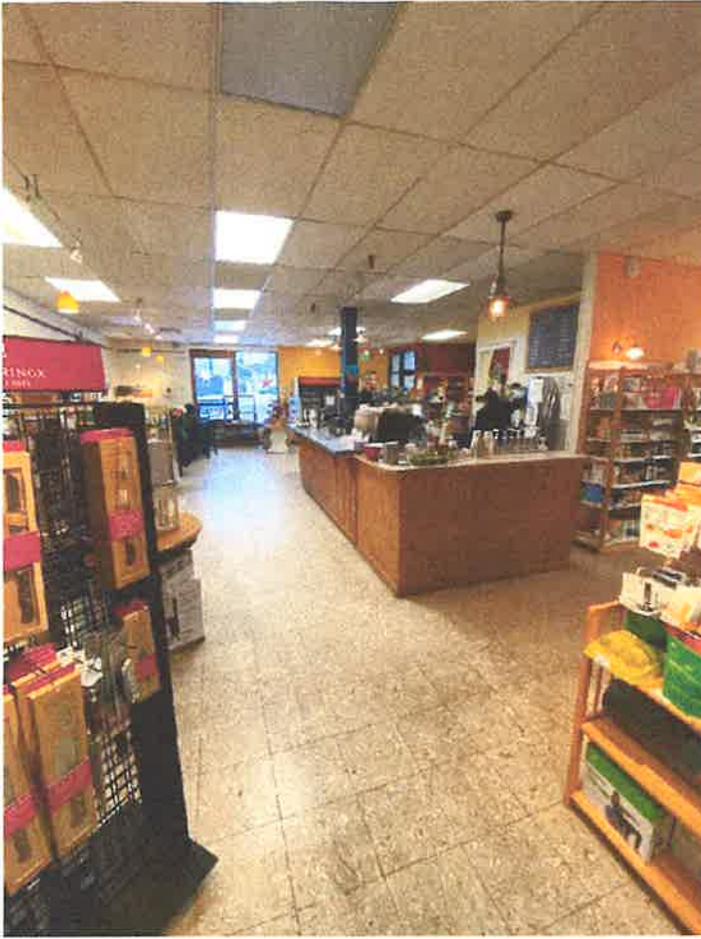


C



D

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DEC 1 2023



F



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DEC 1 2023



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Why is this form needed?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A menu or expected menu listing the meals, including entrées prepared on-site and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	Rogue's Garden LLC				
License Type:	Restaurant or eating place	License Number:			
Doing Business As:					
Premises Address:	354 Fairbanks Drive				
City:	Valdez	State:	AK	ZIP:	99686
Contact Name:	Kathryn Nielsen	Contact Phone:	907-831-1919		

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- Dining after standard closing hours: AS 04.16.010(c)
- Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- Employment for any persons under 21 years of age: AS 04.16.049(c)
 NOTE: Under AS 04.16.049(d), a Department of Labor and Workforce Development work permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Transaction #:	Initials:



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Minor Access

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

1. Minors will be allowed in the dining areas supervised by 21 and older staff.
2. Minor employees will be employed as cleaners in the kitchen, grocery store, and dining areas under supervision of 21 and older staff.

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

1. Presenting legal I.D. when ordering.
2. Vigilant oversight of dining area which has close proximity to staff at all times.
3. Storage of beer/wine back stock in storage area under supervision of 21 and older staff. Door to public area remains locked.
4. Front stock of beer/wine inventory in one area behind counter, easily observed by 21 and older staff

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours? Yes No

Section 4 – DEC Food Service Permit

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>
Please follow this link to the Municipality Food Safety Website:
<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

IF you are unable to certify the below statement, please discuss the matter with the AMCO office: _____ Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval. KEN

**Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.*



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Hours of Operation

Review AS 04.16.010(c).

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

Dining hours: Tuesday - Wednesday 11-5, Thurs - Fri 11-8, Saturday 12-8
Sunday and Monday closed except for reservation only dining events.

Section 6 – Entertainment & Service

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes No

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

Individual or small ensemble music between the hours of 3-8 pm, and only on occasion.

Food and beverage service offered or anticipated is:

table service buffet service counter service other

If "other", describe the manner of food and beverage service offered or anticipated:

Ordering is at counter, served by staff to table

AMCO
DEC 1 2023



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 7 – Certifications and Approvals

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

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.

KEN

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons. This menu includes entrées that are regularly sold and prepared by the licensee at the licensed premises.

KEN

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

KEN

I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted.

(AB-03 applications that accompany a new or transfer license application will not be required to submit an additional copy of their premises diagram.)

KEN

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

KEN

Kathryn E Nielsen

Printed name of licensee

Signature of licensee

Local Government Review (to be completed by an appropriate local government official):

Approved

Denied

Signature of local government official

Date

Printed name of local government official

Title

DEC 1 2023



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Enforcement Recommendation:

Approve

Deny

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Date

Enforcement Recommendations:

AMCO Director Review:

Approved

Denied

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:



Alaska Food Code 2023 Establishment Permit

Division of Environmental Health
Food Safety & Sanitation Program

Permit Number: 5102
Issued to: **Kathy Nielson**
For: **Rogue's Garden FS**
For Operation of: **FF-1 Food Service**
Located at: **354 Fairbanks ST Valdez, AK 99686**

This permit, issued under the provisions of 18 AAC 31, is valid until the noted expiration date or unless suspended or revoked by the department.

This permit is not transferable for change of ownership, facility location, or type of operation. It must be posted in plain view in the establishment and is the property of the State of Alaska.

Expiration Date:
December 31, 2023

Program Manager:

A handwritten signature in black ink, appearing to read "Kathy Nielson", is written over the printed name of the Program Manager.

**If you have questions or concerns regarding
safe food handling practices call toll free:**

1-87-SAFE-FOOD

(in Anchorage call 334-2560)



AMCO
DEC 1 2023

Receipt from Alaska DEC

dec.adec.userfees@alaska.gov <dec.adec.userfees@alaska.gov>
To: roguesgarden@gmail.com

Wed, Nov 29, 2023 at 11:07 AM



Alaska Department of Environmental Conservation
Sale 563714

Items

Description	Applicant	Identifier	Quantity	Unit Price	Total
Retail Food Renewal - 5102 - FF1-6 Annual (<26)	Kathryn Nielsen	5102	1	400.00	400.00
Retail Food Renewal - 5103 - FM-1 Annual	Kathryn Nielsen	5103	1	125.00	125.00

Payments

Receipt #	Effective	Authorized	Remitter	Contact	Method	Amount
FRHJ4GG3	11/29/2023	11/29/2023 11:07:03 AM	Kathryn Nielsen PO Box 2660 Valdez, AK 99686 US	roguesgarden@gmail.com 9078355880	Credit Card (Online) Account ***** Auth Code	525.00

Total

Items \$ 525.00
 Payments \$ 525.00
 Amount Due \$ 0.00

Phone 1 (907) 269-0484
 Fax 1 (907) 465-5070
 TDD 1 (800) 770-8973

Mailing Address Department of Environmental Conservation
 P.O. Box 111800
 Juneau, AK 99811-1800

Website <https://dec.alaska.gov/>
 Email dec.adec.userfees@alaska.gov

AMCO
 DEC 1 2023

SMOOTHIES

Our fruit smoothies are blended in a base of organic berries and organic unfiltered apple juice

16 oz

THE BASIC includes plain Nancy's organic yogurt \$7.00

GREEN BLISS has the addition of spirulina \$7.25

SUPER CHARGE with yogurt, spirulina, flax oil, and power-pak \$8.50

LEMON SURGE has fresh lemon & fresh ginger \$8.50

Extra ingredients add \$1.00
Split cup charge .25

PROTEIN SHAKES

Our protein shakes are blended in a base of non-dairy milk, organic bananas & organic dates. We use hemp protein, though whey is available on request.

BRAIN FOOD protein and hemp hearts \$7.50

BIG SHAKE protein, fhemp hearts, spirulina \$8.00

TOTALLY NUTS protein, your choice of peanut or almond butter \$9.00

BREAKFAST BLAST cocoa powder, espresso, peanut or almond butter..... \$11.00
with protein \$11.75

Extra ingredients add \$1.00
Shot of espresso \$2.00
Split cup charge .25

COFFEE

We serve a double shot on all sizes

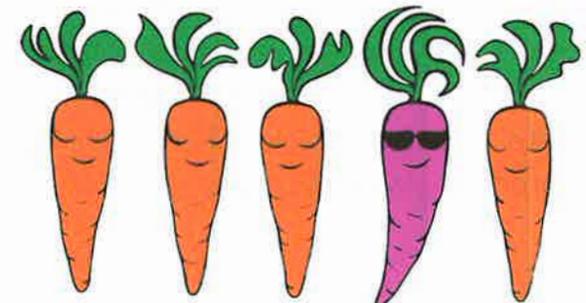
	8 oz	12 oz	16oz
coffee (drip).....	\$2.00	\$2.50	\$3.00
espresso	\$3.25		
americano	\$3.25		
cafe au lait.....	\$3.50	\$3.75	\$4.00
latte or cappucino..	\$3.50	\$4.00	\$4.50
mocha or breve.....	\$4.00	\$4.50	\$5.00
sludge cup.....	\$3.50	\$4.00	\$4.50
natural syrups.....	\$.50		
extra shot.....	\$1.00		

Cocoa/Steamer.....	\$3.25	\$3.75	\$4.25
Chai tea	\$3.75	\$4.25	\$4.75
Dirty Chai	\$4.25	\$4.75	\$5.25
Matcha	\$3.75	\$4.25	\$4.75
Matcha Latte.....	\$4.00	\$4.50	\$5.00
London Fog	\$3.50	\$4.00	\$4.50
Hot tea		\$2.50	\$3.00
Milk or apple juice	\$2.25	\$2.75	\$3.25
Iced Tea			\$3.50

A full line natural foods store, coffee bar and cafe, featuring your favorite vitamin and herbal supplements. Specialty foods, books, gifts and kitchen items provide a unique shopping experience

We are located at 354 Fairbanks Drive in beautiful Valdez, Alaska
Come by or give us a call
(907) 835-5880

AMGO
DEC 1 2023





Alaska Alcoholic Beverage Control Board

Form AB-07: Public Notice Posting Affidavit

Why is this form needed?

A public notice posting affidavit is required for all liquor license applications. An applicant must give notice of a liquor license application to the public by posting a true copy of the **Form AB-00** (new licenses) or **Form AB-01** (license transfers) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per AS 04.11.310 and 3 AAC 304.125. The public notice must be given within the 60 days immediately preceding filing of the application.

This form must be completed and submitted to AMCO's Anchorage office before any license application will be considered

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Rogue's Garden LLC				
License Type:	Restaurant or Eating Place				
Doing Business As:					
Premises Address:	354 Fairbanks Dr				
City:	Valdez	State:	AK	ZIP:	99686

Section 2 – Certification

I certify that I have met the public notice requirement set forth under AS 04.11.310 by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 10/15/23 End Date: 10/28/2023

Other conspicuous location: Radiant Wellness (adjacent office space)

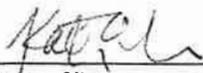
Read the statement below, and then sign your initials in the box to the right of the statement:

Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

KEN

Kathryn E Nielsen
 Printed name of licensee


 Signature of licensee



Alaska Alcoholic Beverage Control Board Form AB-09: Statement of Financial Interest

Why is this form needed?

A statement of financial interest is required for all liquor license applications, per 3 AAC 304.105(b)(3). A person other than a licensee may not have a direct or indirect financial interest (as defined in AS 04.11.450(f)) in the business for which a liquor license is issued, per AS 04.11.450.

This form must be completed and submitted to AMCO's Anchorage office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Rogue's Garden LLC				
License Type:	Restaurant or Eating Place License	EIN:			
Doing Business As:					
Premises Address:	354 Fairbanks Drive				
City:	Valdez	State:	AK	ZIP:	99686

Section 2 – Certifications

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

Initials

The sole proprietor or entity listed above certifies that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f), in the business for which a liquor license is being applied for.

KEN

The sole proprietor or entity listed above additionally certifies that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

KEN

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

KEN

Kathryn Elizabeth Nielsen

Printed name of licensee

Signature of licensee

AMCC



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

Date Filed: 10/26/2023
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Limited Liability Company

2024 Biennial Report
For the period ending December 31, 2023

Web-10/26/2023 4:09:45 PM

Due Date: This report along with its fees are due by January 2, 2024

Fees: If postmarked before February 2, 2024, the fee is \$100.00.
If postmarked on or after February 2, 2024 then this report is delinquent and the fee is \$137.50.

Entity Name: Rogue's Garden, LLC

Entity Number: 10185343

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 354 FAIRBANKS DR, VALDEZ, AK 99686-0749

Mailing Address: PO BOX 749, VALDEZ, AK 99686

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: Susan Love

Physical Address: 354 FAIRBANKS DR, VALDEZ, AK 99686-0749

Mailing Address: PO BOX 749, VALDEZ, AK 99686

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.

Table with 4 columns: Full Legal Name, Complete Mailing Address, % Owned, Member. Rows include Bruce Good and Kathryn Nielsen.

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

Purpose: The purpose of the Company includes retail sales, an eating establishment and any and all lawful purposes for which limited liability companies are allowed under the Act.

NAICS Code: 445298 - ALL OTHER SPECIALTY FOOD RETAILERS

New NAICS Code (optional): [Empty box]

AMCC
DEC 1 2023

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

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE LAWS OF THE STATE OF ALASKA IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN AS 45.55.900(b)(5)(C) (initial issue to fewer than 10 persons) OF THE ALASKA SECURITIES ACT. THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 4(2) THEREOF. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT AND IN A TRANSACTION THAT IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

**OPERATING AGREEMENT OF
ROGUE'S GARDEN, LLC
AN ALASKA LIMITED LIABILITY COMPANY**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT ("Agreement") made and entered into this 16th day of Feb, 2021, by and among the undersigned.

**ARTICLE I
GENERAL PROVISIONS**

1.1 Name. The name of the organization is Rogue's Garden, LLC (the "Company"), formed when the executed Articles of Organization were filed with the Alaska Department of Commerce and Economic Development, in accordance with and pursuant to the Alaska Revised Limited Liability Company Act ("Act").

1.2 Principal Place of Business. The Company's principal place of business shall be located at 354 Fairbanks Drive, Valdez, Alaska, 99686 and at any other or additional places the Members may from time to time determine.

1.3 Registered Office and Registration Agent. The Company's initial registered office shall be at the office of its registered agent, Susan Isabel Love, whose street address is 354 Fairbanks Drive, Valdez, Alaska 99686, and the mailing address of the registered agent is P.O. Box 749, Valdez, Alaska 99686. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the State of Alaska, Department of Commerce, Community & Economic Development, Division of Corporations, Business and Professional Licensing pursuant to the Alaska Limited Liability Act.

1.4 Purpose. The purpose of the Company includes retail sales, an eating establishment and any and all lawful purposes for which limited liability companies are allowed under the Act.

1.5 Property. The property of the Company shall be owned by and in the name of the Company as an entity. Such property and the credit of the Company shall be used solely for the benefit of the Company and not for the benefit of any individual Member. Insofar as permitted by the laws of Alaska, no Member shall have any ownership interest in such property in the Member's individual capacity. Each Member's interest in the Company shall be personal property.

1.6 Term. The Company is effective as of the date the Articles of Organization were filed with the State of Alaska and shall be perpetual from the date of filing unless the Company is dissolved in accordance with either the provisions of this Operating Agreement or the Alaska Limited Liability Act.

1.7 Members. The names and present mailing address of the Members are:

Bruce Robert Good
P.O. Box 2660
Valdez, Alaska 99686

Kathryn Elizabeth Nielsen
P.O. Box 2660
Valdez, Alaska 99686

ARTICLE II CAPITAL CONTRIBUTIONS

2.1 Original Contributions. The Members contributions percentages are as follows:

Bruce Robert Good: 50%
Kathryn Elizabeth Nielsen: 50%

2.2 Members' Interests. Each Member's interest in the Company and in the profits and losses of the Company shall be in the same ratio as his/her capital account as set forth in Section 4.1. The "Membership Interest" shall mean the Member's ownership interest in the Company, which may be expressed as a percentage equal to such Member's capital account divided by the aggregate capital accounts of all Members.

2.3 No Interest, No Return of Capital. Capital contributions shall not earn interest. Except as otherwise provided for in this Agreement, no Member shall be entitled to withdraw or receive a return of any portion of his/her capital contribution.

2.4 Additional Contributions. No member shall be required to contribute any additional capital to the Company unless determined necessary by unanimous vote of the members in order to enable the Company to conduct its business and, except as set forth in the Act, no member shall have any personal liability for any obligations of the Company. Any such additional capital contribution shall be payable by the members in proportion to their interest in the Company on the date fixed for the making of the contribution.

Each member's signature on this Agreement constitutes his/her written promise, in conformance with AS 10.50.280(a), to contribute cash or property to the Company as required by this section.

2.5 Failure to Contribute. If any member ("defaulting member") fails to make a capital contribution after voting to do so under Section 2.3 at the time and in the amount agreed, the defaulting member's right to vote shall be suspended, and his/her share in the profits of the Company shall be allocated to his/her capital account until the capital account is made current. The other members may, but are not required to, make the contribution owed by such defaulting member in such ratio among them as they shall agree, and having made such contribution shall be entitled to a voting interest proportionate to the contribution made. Any such contribution of the share of a defaulting member by any of the members shall be considered a loan by the contributing members to the defaulting member and shall bear interest at the rate of the prime rate as published by the Wall Street Journal on the date the loan is made plus 2%, such interest to be paid by the Company and charged to the defaulting member's share of profit or loss.

ARTICLE III OPERATIONS

3.1 Management and Voting. The Company shall be Member-managed. Each Member shall have a vote which is in proportion to the Member's relative interest in the Company at the time of the vote; for example, if a member holds a 10% interest in the Company, he or she has 10% of the total voting power. Except where a larger vote is required by the Act or by the terms of this Agreement, the vote of the majority of the membership interests shall be the act of the Company.

3.2 Accounting. The Company shall keep its accounting records and shall report its income for income tax purposes on the method of accounting in accordance with the laws, rules and regulations applicable to federal taxation of partnerships.

3.2.1 Tax Matters Member. Kathryn Elizabeth Nielsen shall be named on the Company tax return or on a statement filed with the Internal Revenue Service as the “Tax Matters Member” as that term is defined in Section 6231(a) (7) (A) of the Internal Revenue Code of 1986, or its counterpart in any subsequently enacted Internal Revenue Code (the “Code”). The Tax Matters Member shall be authorized to file or revoke an election under Section 754 of the Code on behalf of the Company. References to specific Code sections herein shall not limit the Company’s right to make elections as appropriate under provisions of the Code. Notwithstanding reference to specific Code sections in other sections of this Agreement, the Tax Matters Member shall at all times handle tax matters in accordance with the provisions of the Code as amended from time to time.

3.3 Books and Records. The Company’s books and records shall be maintained at its principal place of business, and each Member shall at all times have access to and may inspect and copy any of them. The books shall be kept on a calendar year basis and shall be closed and balanced at the end of each calendar year. The Company will furnish annual financial statements to the Members and prepare tax returns in a timely manner, furnishing copies to all Members prior to filing. All checks to be drawn in the regular course of Company business may be signed by any one of the Members.

3.4 Meetings. The Company shall have at least one annual meeting at a place and time as determined by the Members.

3.5 Compensation and Out-of-Pocket Expenses. The Company shall reimburse Members for out-of-pocket expenses incurred with respect to any assignment or special project approved by the Company. Each Member shall submit documentation of such expenses to the Company within 15 days of completion of the assignment or special project. Except as specifically agreed to by all of the Members, the Company shall not compensate Members in their capacity as a Member.

3.6 Salaries. The salaries and other compensation of the Managers and/or Members shall be fixed from time to time by an affirmative vote of Members holding at least a Majority Interest, and no Manager shall be prevented from receiving that salary because the Manager is also a Member of the Company.

3.7 Unanimous Vote. A unanimous vote shall be the affirmative vote of all the Members of the Company. No Member may take any of the following actions without a unanimous vote:

- (a) Borrow or lend money on behalf of the Company in excess of \$10,000;
- (b) Execute any mortgage, bond, pledge of assets, lease, sale or transfer of Company property;
- (c) Assign, transfer, or pledge any debts due the Company, or release any such debts except on payment in full thereof;

- (d) Compromise any claim due to the Company or submit to arbitration any dispute or controversy involving the Company;
- (e) Select an option concerning the portion of a payment to a withdrawing Member to be made by cash or by a promissory note;
- (f) Purchase real property;
- (g) Sell, assign, or pledge Members' interest;
- (h) Amend the Articles of Organization or Operating Agreement; or
- (i) Merge or consolidate with another business or entity.

3.8 Involvement in Outside Business Venture. Any member may engage in or possess an interest in any other outside business ventures of every kind and description, independently or with others. Neither the Company nor any member shall have any rights in or to such independent ventures, or the income or profits therefrom by virtue of this Agreement.

ARTICLE IV MEMBERS' ACCOUNTS

4.1 Capital Accounts. Separate capital accounts shall be maintained for each member and each assignee pursuant to this section. Each separate capital account (a) shall be credited with such members' (1) original contribution of capital, (2) additional capital contributions, (3) such members' share of Company income and gain (including income and gain exempt from taxation), and (4) the amount of any Company liability assumed by such member or that is secured by any Company asset distributed to such member; and (b) shall be charged with (1) any distributions to such member in reduction of Company capital, (2) such members' share of Company deduction and loss computed and allocated in accordance with Section 4.3 of this Agreement, and (3) the amount of any liabilities of such member assumed by the Company or that are secured by any asset contributed to the Company by such member.

Each separate capital account shall be maintained throughout the term of the Company in accordance with this Article and the provisions of Treasury Regulations ("Regulations") Section 1.704-1(b)(2)(iv), the latter controlling in the event of a conflict between the two provisions.

4.2 Computation and Allocation of Income, Gain, Loss, Deduction, and Credit. All items of Company income, gain, loss, deduction, and credit, whether resulting from Company operations or from the dissolution of the Company, shall be computed in accordance with the provisions of Section 703(a) of the Internal Revenue Code of 1986, as amended, and shall be allocated among the Members' Capital Accounts in proportion to the Members' respective ownership interests.

4.3 Members Not Liable. No Member shall have personal liability for the losses, debts, claims, expenses or encumbrances of or against the Company or its property, unless the Member has individually guaranteed repayment of a Company obligation. No Member shall be obligated to restore a deficit balance, if any, in the Member's Capital Account, except to the extent such deficit balance shall have arisen as a result of his/her receipt of a distribution in excess of the amount rightfully due his/her under this Agreement.

4.4 Rights of Creditors. In accordance with Alaska Stat. § 10.50.380, a judgment creditor of a Member shall be entitled only to a charging order and shall only be considered an Assignee of the Member and shall have no right to become a Member or have rights to participate in the management of the Company. Alaska Stat. § 10.50.380 provides the exclusive remedy to a judgment creditor.

4.5 Distributions. The Members may, upon unanimous approval, make distributions to the Members. Any distributions shall be made in accordance with the Members' percentage interests.

ARTICLE V PROFITS AND LOSSES

5.1 General. Except as otherwise specifically provided in this Article, the net profits or losses and each item of income, gain, loss, deduction, or credit of the Company shall be credited or charged to the Members in the same proportion that their capital accounts bear to each other. Such interests are subject to adjustment upon the transfer of part or all of a Member's interest in the Company in accordance with the terms of this Agreement.

5.2 Allocation of Profits and Losses; Allocation of Tax Items. Except as otherwise provided in this Operating Agreement, all items of Company profits and all items of Company income, gain, loss, deduction, and credit shall be allocated among the members for Company purposes and for federal, state and local income tax purposes in proportion to their ownership interests; provided, however, that all such items shall in all events be allocated in accordance with the Regulations so that all such allocations comport with the economic interest of the Members in the Company. The members, upon a unanimous vote, may change the allocation of profit and losses to comply with the relevant provisions of the Internal Revenue Code and applicable regulations.

5.3 Allocation with Respect to Contributed Property. If, on the formation of the Company, or if at any time during the term of the Company, any Member contributes to the Company property with an adjusted basis to the contributing Member which is more or less than the agreed fair market value of the contributed property and which is accepted by the Company at the time of its contribution, the taxable income, gain, loss, deduction, or credit with respect to such contributed property for tax purposes only (but not for purposes of calculating the Members' respective Capital Accounts) shall be shared among the Members

so as to take account of the variation between the basis of the property to the Company and its agreed fair market value at the time of contribution, pursuant to Section 704(c) of the Internal Revenue Code of 1986 as amended.

5.4 Varying Interests during Fiscal Year. In the event there is a change in any Membership Interest in the Company during a fiscal year (e.g., as a result of a valid transfer of all or part of a Membership Interest), net profits and net losses shall be appropriately allocated among the members to take into account the varying interests of the members so as to comply with Section 706(d) of the Code.

5.5 Tax Conformity; Reliance on Attorneys or Accountants. The determination of each member's share of each item of income, gain, loss, deduction or credit of the Company for any period or fiscal year shall, for purposes of Sections 702 and 704 of the Code, be made in accordance with the allocations set forth in this Section 5. The members may rely upon the written formal opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required to be made under this section or other provisions of this Agreement.

ARTICLE VI LIMITATION OF LIABILITY AND INDEMNIFICATION

6.1 Limitation of Liability. No Member shall have personal liability for the losses, debts, claims, expenses or encumbrances of or against the Company or its property, unless the Member has individually guaranteed repayment of a Company obligation. The Members shall not be personally liable to the Company for monetary damages for conduct performed as a Member if the Member acted in a manner reasonably believed to be within the scope of the authority granted to his/her and in the best interest of the Company; provided that such act or omission did not constitute fraud, intentional misconduct, bad faith, gross negligence, or a knowing violation of law, or from which such Member personally received a benefit in money, property, or services to which such Member is not legally entitled. Any amendment to or repeal of this section shall not adversely affect any right or protection of a Member of the Company for or with respect to any acts or omissions of such Member occurring prior to such amendment or repeal.

6.2 Indemnification. The Company shall indemnify and hold harmless any Member acting on behalf of the Company, to the fullest extent allowed by the Act including, without limitation, all expenses (including attorneys' fees), costs, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person; provided that such act or omission did not constitute fraud, intentional misconduct, bad faith, gross negligence, or a knowing violation of law, or from which such Member personally received a benefit in money, property, or services to which such Member is not legally entitled. All expenses (including attorneys' fees), costs, judgments, fines and amounts paid in settlement

of any action, suit or proceeding shall be paid by the Company as they are incurred by any Member in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Member to repay the amount if it is ultimately determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Company. The provisions of this section do not affect any rights to advancement of expenses to which personnel of the Company, other than Members, or any other person may be entitled under any contract or otherwise by law.

ARTICLE VII TRANSFER OF INTEREST AND WITHDRAWAL OF MEMBER

7.1 Restrictions on Transfers. Except as otherwise specifically provided in this Operating Agreement a Member shall not have the right to sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration, (collectively, “sell”) all or any part of his/her Membership Interest without majority Member approval. Expressly reserved and excluded from this “Transfer” restriction is the ability of a Member to transfer his or her interest to himself or another individual or entity as Trustee for the Member’s revocable living trust. A Member may gift or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or part of his/her Membership Interest with the consent of a majority of the Members.

7.2 Death or Disability of Member. If a Member dies or becomes disabled, the Member’s interest will be bought out by the Company according to the terms for buy-out of a Withdrawing Member in Article VIII. A Member shall be considered disabled if two physicians certify that she is unable to manage his/her affairs or property due to the inability to evaluate information or communicate decisions or is adjudicated incapacitated to manage his/her affairs by a court of competent jurisdiction.

7.3 No Withdrawal or Resignation. No Member may withdraw or retire from the Company without the unanimous consent of the Members. If withdrawal or resignation is permitted, the Company shall purchase the Member’s interest in accordance with Article VIII.

7.4 Sales to Third-Parties. No Member shall have any right to sell, transfer, assign or otherwise convey all or a portion of his/her interest in the Company without the unanimous consent of all Members. If a Member sells his/her interest to a third-party with the unanimous consent of all Members, the purchaser shall automatically become a Member of the Company upon signing a counterpart signature page to this Agreement, and by executing any other documents the Company reasonably determines necessary. Any purported sale without the unanimous consent of the Members shall be null and void and of no force or effect.

**ARTICLE VIII
VALUATION AND PAYMENT OF
INTEREST OF WITHDRAWING MEMBER**

8.1 Payment for Member Interest. The amount paid to a withdrawing Member shall be the value of the Member's interest in the Company and the Member's proportionate share of the accrued net income or loss of the Company to the date of withdrawal.

8.2 Valuation. If all Members stipulate to a value, then that value shall be used for the purposes of this section. If a stipulated value is not reached, then the value of a Member's interest in the Company for purposes of this Agreement shall be determined by an independent third party to be agreed upon by the Members. If the Members cannot agree on an independent third-party appraiser, the parties agree that an appraiser selected by the Company's accountant will be binding upon the parties.

8.3 Cash or Note. Except as otherwise provided, the Company shall purchase a withdrawing Member's interest, at its option, in cash or by promissory note of the Company, or partly in cash and partly by note. Any promissory note shall be dated as of the effective date of the purchase, shall mature in not more than 10 years, shall be payable in installments that come due not less frequently than annually, shall bear interest at the prime rate as published by the Wall Street Journal on the date the loan is made, adjusted annually during the life of the note, shall be unsecured, and may, at the Company's option, be subordinated to existing and future debts to banks and other institutional lenders for money borrowed.

8.4 Assumption of Outstanding Company Liabilities. Except as otherwise provided, the continuing Company shall pay, as they mature, all Company obligations and liabilities that exist on the effective date of a Member's termination and shall hold the withdrawing Member harmless from any action or claim arising or alleged to arise from those obligations or from liabilities accruing after that date.

**ARTICLE IX
DISSOLUTION AND WINDING UP**

9.1 Events of Dissolution. The Company shall dissolve and commence winding up and liquidating the Company's assets upon the occurrence of any of the following events ("liquidating event"):

- (a) A written decision by the Members to dissolve or wind up the Company;
or
- (b) The happening of an event that makes it impossible or unlawful for the Company to carry on its business.

9.2 Winding Up. Upon the happening of a liquidating event, the Company shall conduct no business or engage in any activity that is not necessary or appropriate to winding up its business and liquidating the Company, and shall proceed promptly to wind up its affairs in an orderly manner, to liquidate its assets, to satisfy the claims of its creditors and Members, and to distribute its remaining assets to the Members. A Member, designated by the Company, shall supervise the winding up and liquidation and shall dispose of the Company's property as promptly as is consistent with obtaining its fair market value. The proceeds of the disposition of the property and the other assets of the Company shall be applied in the following order of priority:

- (a) To the payment, in order of priority, of all Company debts to creditors other than the Members;
- (b) To the payment, in the order of priority, and thereafter pro rata, of the debts of the Company owed to its Members; and
- (c) Any balance to the Members pro rata in accordance with the balances in their capital accounts.

9.3 Members' Rights. Except as otherwise specifically provided in this Agreement, each Member has the right to look only to the Company's assets for a return of his/her capital contribution, has no right to receive anything other than money in a distribution from the Company, and has no priority over any other Member with respect to distributions, allocations, or the return of capital contributions.

9.4 Notice of Dissolution. Within thirty (30) days of the happening of a liquidating event, the liquidating Member shall give written notice to all creditors of the Company, to the banks and other financial institutions with which the Company normally does business, and to all other parties with whom the Company regularly conducts business. The liquidating Member may also publish notice of dissolution in a newspaper of general circulation in each place in which the Company generally conducts business pursuant to Alaska Stat. § 10.50.440.

9.5 Filing of Articles of Dissolution. If the Company is dissolved, Articles of Dissolution may be filed with the State of Alaska as provided for in the Act.

ARTICLE X DEFINITIONS

10.1. Definitions. The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

- a. "Act" means the Alaska Limited Liability Company Act (AS 10.50).
- b. "Articles of Organization" shall mean the Articles of Organization of

ROGUE'S GARDEN, LLC, as filed with the State of Alaska Department of Commerce, Community & Economic Development, Division of Corporations, Business and Professional Licensing as the same may be amended from time to time.

c. "Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VIII.

d. "Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by a Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement.

e. "Capital Interest" shall mean the proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances as may be adjusted from time to time.

f. "Company" shall refer to **Rogue's Garden, LLC**.

g. "Distribution Cash" means all cash, revenues, and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company:

i. All principal and interest payments on indebtedness of the Company and all other sums paid to lenders;

ii. All cash expenditures incurred incident to the normal operation of the Company's business;

iii. Such Reserves as the Manager(s) deem reasonably necessary to the proper operation of the Company's business.

h. "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association, or any foreign trust, or foreign business organization.

i. "Fiscal Year" shall mean the Company's fiscal year, which shall end December 31.

j. "IRC" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

k. "Gifting Member" shall mean any member who gifts, bequeaths, or

otherwise transfers for no consideration (by operation of law or otherwise, except for bankruptcy) all or any part of his/her Membership Interest.

l. "Majority Interest" shall mean one or more Interests of Members which taken together exceed 50 percent of the aggregate of all Capital Interests entitled to vote on a matter.

m. "Manager" shall mean one or more managers. Specifically, "Managers" shall mean Bruce Robert Good or Kathryn Elizabeth Nielson or any other persons that succeed them in that capacity. References to the Manager in the singular or as his/her, it, itself, or other like references shall also, when the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

n. "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased Membership Interests in the Company, he or she will have all the rights of a Member with respect to such Membership Interests, and the term "Member" as used in this Operating Agreement shall include a Manager to the extent he or she has purchased such Membership Interests in the Company. If a Person is a Member immediately before the purchase or other acquisition by such Person of a Membership Interest, that Person shall have all the rights of a Member with respect to the purchased or otherwise acquired Membership Interest.

o. "Membership Interest" shall mean a Member's entire interest in the Company and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement and the Alaska Limited Liability Act (AS 10.50).

p. "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 generally accepted accounting principles employed under the method of accounting at the close of each fiscal year on the Company's information tax return filed for federal income tax purposes.

q. "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

r. "Persons" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of the "Person" when the context so permits.

s. "Reserves" shall mean, for any fiscal period, funds set aside or

amounts allocated during such period to reserves that shall be maintained in amounts deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service, or other costs or expenses incident to the ownership or operation of the Company's business.

t. "Selling Member" shall mean any Member who sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of his/her Membership Interest.

u. "Transferring Member" shall collectively mean a Selling Member and a Gifting Member.

v. "Treasury Regulations" shall include proposed, temporary, and final regulations promulgated under the IRC in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede those regulations.

ARTICLE XI MISCELLANEOUS

11.1. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed received by the party to whom addressed when delivered to such party, or when posted if sent by certified mail with postage prepaid, or three business days after posting in the regular United States mail, in each case directed to the party for whom intended at the address of such party then on file with the Company.

11.2 Binding Effect. This Agreement shall be binding upon the estate, legal representative, heirs, devisees, successors, and assigns of the Member.

11.3 Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

11.4 Amendment. Amendments to this Agreement shall only be made by a writing signed by all of the Members.

11.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

IN WITNESS WHEREOF, the Members have signed this Agreement effective as of the day first above written.

Dated: 2/16/22

Bruce R. Good
Bruce Robert Good, Member

Dated: 2/16/22

Kathryn Elizabeth Nielsen
Kathryn Elizabeth Nielsen, Member



SPECIAL WARRANTY DEED

The Grantor, **BRUCE ROBERT GOOD** shown of record as **BRUCE R. GOOD**, of 633 Copper Drive, Valdez, Alaska 99686, and **KATHRYN ELIZABETH NIELSEN**, shown of record as **KATHRYN E. NIELSEN**, of 633 Copper Drive, Valdez, Alaska 99686, husband and wife, for and in consideration of one dollar (\$1.00) and other valuable consideration, in hand paid, hereby bargains, grants, conveys and warrants to Bruce Robert Good and Kathryn Elizabeth Nielsen, Trustees, or their successors in trust, under the **BRUCE GOOD AND KATHRYN NIELSEN LIVING TRUST**, dated **February 10, 2021**, and any amendments thereto, Grantee, of P.O. Box 2660, Valdez, Alaska 99686, any and all interest in the following described real estate, located in the Valdez Recording District, Third Judicial District, State of Alaska:

LOT FIVE (5), BLOCK ONE (1), of **BLACK GOLD SUBDIVISION NO. 1, DIVISION 2**, according to Plat 78-8, filed in the Valdez Recording District, Third Judicial District, State of Alaska.

The warranty in this special warranty deed is limited to Grantor's warranting and defending against any and all claims or causes of action by all persons claiming by, through and under the Grantor.

70400310120

Property Information	
Address	354 Fairbanks Dr
Subdivision	MINERAL CREEK
Legal Description	LT 12 BK 31 MINERAL CREEK
Area (sq.ft.)	11584 Sq.Ft.
Plat Number	73-4
DNR Plat Link	Link to Recorded Plat
Zoning	Central Business District
Owner (1)	GOOD BRUCE
Owner (2)	NIELSEN LIVING TRUST KATHRYN
Mail Address	PO BOX 2660
City	VALDEZ
State	
Zip Code	99686-2660
Tax Year	2023
2023 Land Value	\$46300
2023 Non-Land Value	\$289000
2023 Total Value	\$335300
Last Update	9-8-2023

[Zoom to](#)

0
100
200ft

COV Public Parcel Viewer

Copy of Advertisement submitted to KVAK radio. Affidavit attached.

Applicants must advertise once each week for three consecutive weeks by newspaper of general circulation in the area of the license; or if by radio, two times each week during triple A advertising time, for three consecutive weeks. ***Per Alaska Regulation, notice by radio MAY NOT substitute for newspaper notice in the following areas: Municipality of Anchorage, City and Borough of Juneau, and Fairbanks North Star Borough.***

Rogue's Garden LLC is making application for a new Restaurant or Eating Place License AS 04.11.100. liquor license doing business as Rogue's Garden located at 354 Fairbanks Drive, Valdez, AK. Interested persons should submit written comment to their local governing body, the applicant, and to the Alcoholic Beverage Control Board at 550 West 7th Ave. Suite 1600 Anchorage AK 99501 or alcohol.licensing@alaska.gov.

AMCO
DEC 1 2023



Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

Why is this form needed?

This authorization of records release form is required for all liquor license applications. Each licensee and affiliate who is required to be listed on an application for a liquor license under AS 04.11.260 must provide written authorization for release of conviction and arrest records, as required by 3 AAC 304.105(a)(1).

The following individuals must complete this form:

- If the applicant is a sole proprietor, this form must be completed by the *applicant* and the applicant's *spouse*.
- If the applicant is a **corporation**, this form must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a **limited liability organization**, this form must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a **partnership**, including a **limited partnership**, this form must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

This form must be completed and submitted to AMCO's Anchorage office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	Rogue's Garden LLC				
License Type:	Restaurant & Eating Place License	License Number:			
Doing Business As:	Rogue's Garden				
Premises Address:	354 Fairbanks Drive				
City:	Valdez	State:	AK	ZIP:	99686
Email:	roguesgarden@gmail.com	Phone:	(907) 835-5880		

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Kathryn E Nielsen				
Title:	Member				
Date of Birth:	[REDACTED]				
Email:	roguesgarden@gmail.com				
Phone:	(907) 831-1919				

#100772587

AMCO
 DEC 1 2023



Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

Section 3 – Certifications and Approvals

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

Initials

I certify that I have **never** been convicted of an act that constitutes a crime involving moral turpitude.

I certify that I have **never** been convicted of a violation of AS 04 or regulations adopted by the ABC Board.

I certify that I have **never** been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.

I certify that I have **not** been convicted of a felony in this state, the United States, or another state or territory, including a suspended imposition of sentence, during the 10 years immediately preceding the date of this form.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements: I have been convicted of one or more of the above offenses, and I have attached a written explanation that includes the type of offense and why it would be in the public interest for the ABC Board to approve me as a licensee.

I understand that by signing this form, I am providing written authorization for release of my conviction and arrest records to the Alaska Alcoholic Beverage Control Board through the Alaska Alcohol & Marijuana Control Office under AS 04.11.295 and 3 AAC 304.105. I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Kathryn E Nielsen

Printed name of licensee/affiliate

Signature of licensee/affiliate



Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

Why is this form needed?

This authorization of records release form is required for all liquor license applications. Each licensee and affiliate who is required to be listed on an application for a liquor license under AS 04.11.260 must provide written authorization for release of conviction and arrest records, as required by 3 AAC 304.105(a)(1).

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Enter information for licensed establishment.

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License Type:	Restaurant & Eating Place License	License Number:			
Doing Business As:	Rogue's Garden				
Premises Address:	354 Fairbanks Drive				
City:	Valdez	State:	AK	ZIP:	99686
Email:	roguesgarden@gmail.com	Phone:	(907) 835-5880		

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Bruce Robert Good
Title:	Member
Date of Birth:	[REDACTED]
Email:	bgoodak@gmail.com
Phone:	(907) 831-6153



Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

Section 3 – Certifications and Approvals

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

Initials

I certify that I have **never** been convicted of an act that constitutes a crime involving moral turpitude.

BRG

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BRG

I certify that I have **never** been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.

BRG

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BRG

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

BRG

Bruce Robert Good

Printed name of licensee/affiliate

Signature of licensee/affiliate

DEC 1 2023