Limited Liability Company Operating Agreement
("Operating Agreement")

For

Timberline Cultivations LLC

ARTICLE I

Company Formation

1.1 FORMATION. The Member elected to form a Limited Liability Company ("Company") subject to the provisions of the Alaska Revised Limited Liability Company Act ("Act") as currently in effect on July 5, 2023. The Articles of Organization were filed with the State of Alaska on July 5, 2023 and the Certificate of Organization was issued by the State of Alaska on the same day.

1.2 NAME. The name of the Company is: Timberline Cultivations LLC

1.3 REGISTERED AGENT. The name and location of the registered agent of the Company is:

Brent Carse
P.O. Box 822
Girdwood, Alaska 99587

1.4 TERM. The Company shall continue for a perpetual period unless a Member whose capital interest exceeds 50 percent votes for dissolution.

1.5 BUSINESS PURPOSE. The purpose of the Company is to conduct any lawful business.

1.6 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company is:

Brent Carse
184 Ray Halla ln
Bird Creek, Alaska 99540

The principal place of business of the Company may be changed to any location selected by the Member.

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1.7 THE MEMBERS. The name and address of the Member is noted below. If additional Members are admitted to the Company pursuant to ARTICLE 1.8, an exhibit may be appended to this Agreement or in the Company records stating the name and address of the new Member.

1.8 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in this Agreement, no additional Members shall be admitted to the Company through issuance of a new interest in the Company without the written consent of the Member.

ARTICLE II

Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Member shall initially contribute to the Company one thousand dollars ($1 ,OOO.OO) and a promise to contribute money, property, or services in the future.

2.2 ADDITIONAL CONTRIBUTIONS. The Member may make additional capital contributions to the Company at any time. Such additional contributions may be described in an exhibit appended to this Agreement or in the Company records as the contributions are made.

ARTICLE III

Profits, Losses, and Distributions

3.1 PROFITS AND LOSSES. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis.

3.2 DISTRIBUTIONS OF AVAILABLE FUNDS. The Company shall determine available funds. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities (both actual and contingent) as determined by the Company. The Company may, but is not required to, distribute the available funds. The Company may retain the available funds in the Company. The decision to distribute available funds and/or the amount of the distribution, if any, are committed to the unfettered discretion of the Company. Distributions in liquidation of the Company or in liquidation of the Member's interest shall be made in accordance with applicable law in effect at that time.

3.3 NONLIABILITY OF MEMBER. No member of the Company shall be personally liable for the torts, contracts, debts, expenses, commitments, obligations, liabilities, and/or judgments of the Company or for any action, suit and/or proceeding asserted, brought and/or maintained against the Company.

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ARTICLE IV

Management

4.1 MANAGEMENT OF THE COMPANY. The Member, within the authority granted by the Act and the terms of this Agreement, shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

4.2 MEMBERS. Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by the Member.

4.3 THIRD PARTIES. Third Parties dealing with the Company are entitled to rely conclusively upon the power and authority of the Member to manage and operate the Company.

4.4 RECORDS. The Member of the Company may keep the following records at a location determined by the Member:

a. A current list of the full name and address of each Member including the capital interest of each Member; and

b. A copy of the Certificate of Organization and the Company Operating Agreement with all exhibits and amendments; and

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

d. Copies of any financial statements or bookkeeping records.

ARTICLE V

Compensation

5.1 ORGANIZATION EXPENSES. All expenses incurred in connection with organization of the Company shall be paid by the Company or reimbursed to the Member upon presentation of valid receipts.

5.2 SALARY. No salary shall be paid to the Member for the performance of the duties under this Agreement.

5.3 REIMBURSEMENTS. The Company shall reimburse the Member for all direct outof-pocket expenses incurred by him in managing the Company.

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ARTICLE VI

Bookkeeping, Capital, And Banking

6.1 LEGAL AND ACCOUNTING SERVICES. The Company may obtain legal and accounting services to the extent reasonably necessary to conduct the Company's business.

6.2 ACCOUNTING METHODS. The Member shall maintain complete and accurate books of account of the Company's affairs at a location determined by the Member. The Company shall use the cash method of accounting. The Company's accounting period shall be the calendar year.

6.3 TA)(CLASSIFICATION. The Company shall be initially classified as a Subchapter S corporation.

6.4 MEMBER'S ACCOUNT. The Company will maintain a capital account for the Member on a cumulative basis in accordance with federal income tax accounting principles. The capital of the Member shall consist of the Member's original contribution of capital, as described in ARTICLE II, and increased by additional capital contributions.

6.5 BANKING. All funds of the Company will be deposited in a separate bank account or accounts in the name of the Company. The type, location, and number of accounts will be determined by the Member. Company funds will be invested or deposited with an institution whose accounts or deposits are insured or guaranteed by an agency of the United States government.

ARTICLE Vil

Transfers

7.1 ASSIGNMENT. If at any time a Member proposes to sell, assign, or otherwise dispose of all or any part of the Member's interest in the Company and there is another Member, such Member shall first make a written offer to sell such interest to the other Member at a price determined by mutual agreement. If such other Member declines or fails to elect such interest within thirty (30) days of the written offer, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

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7.2 SALE OR ENCUMBRANCE PROHIBITED. No Member shall voluntarily or involuntarily sell, pledge, transfer, convey, assign or encumber or otherwise dispose of an interest in the Company without the prior written consent of the Member.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as a Member. It is the Member's express intention to create a Limited Liability Company in accordance with Alaska law as currently written or subsequently amended or redrafted.

The undersigned hereby agrees, acknowledges, and certifies that the foregoing Operating Agreement is adopted and approved by the Member. The Agreement, consisting of five (5) pages, constitutes the Operating Agreement of The Herbal Cache LLC, adopted by the Member effective as of August 10, 2018.

MEMBER:

Brent Carse, Member

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