THE STATE of ALASKA

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

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ALCOHOL MARIJUANA CONTROL OFFICE
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Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 · Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to *www.Corporations.Alaska.Gov* and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important: AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
— *AS 10.50.765*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— *AS 10.50.860-.870*

2. Fee: ☒ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)

Mail this form and the non-refundable $25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information: AS 10.50.765

Entity Name: AK Best Buds, LLC

Alaska Entity Number: 10065253

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4. REMOVE from Record:

AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: Tracey S. Hand

Name:

Name:

Name:

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials:

AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
Ronald W. Hand	1934 W. Church Ridge Drive, Wasilla, AK 99654	100	x	x

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature:

AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: Ronald W Hand

Date: 8-10-17

Printed Name: Ronald W. Hand

Title of Authorized Signer: ☒ Member ☒ Manager ☐ Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

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Phone: (907) 465-2550 · Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

Entity Information	Enter your entity information as it appears on this filing.
Entity Name:	AK Best Buds, LLC
AK Entity #:	10065253

Contact Person	Whom may we contact with any questions or problems with this filing?
Company:	AK Best Buds, LLC
Contact:	Ronald W. Hand
Mailing Address:	Address: 1934 W. Church Ridge Drive
	City: Wasilla State: AK ZIP: 99654
Phone:	907-841-3271
Email:	rthand@mtaonline.net

Document Return Address	Provide an address for the return of your filed documents.
☒ Return my filings to the address provided **ABOVE**	
☐ Return my filings to this address provided **BELOW**	
Company:	
Contact:	
Mailing Address:	Address: 1934 W. Church Ridge Drive
	City: Wasilla State: ZIP: 99654

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Alaska Business License # **1058200**

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

AK BEST BUDS LLC

1934 WEST CHURCH RIDGE DR. WASILLA AK 99654

owned by

AK BEST BUDS LLC

is licensed by the department to conduct business for the period

August 03, 2017 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

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

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

Chris Hladick

THE STATE of ALASKA

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

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Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

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— *AS 10.50.765*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— *AS 10.50.860-.870*

2. Fee: ☒ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)

Mail this form and the non-refundable $25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information: AS 10.50.765

Entity Name: AK Best Buds, LLC

Alaska Entity Number: 10065253

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4. REMOVE from Record: AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: Tracey S. Hand Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials: AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

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- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
Ronald W. Hand	1934 W. Church Ridge Drive, Wasilla, AK 99654	100	x	x

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature: AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: Ronald W Hand Date: 8-10-17

Printed Name: Ronald W. Hand

Title of Authorized Signer: ☒ Member ☒ Manager ☐ Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC

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Notice of Change of Officials SUPPLEMENT

If used, this supplement must be returned with Form 08-491

Entity Name: AK Best Buds, LLC

Alaska Entity Number: 10065253

4. REMOVE from Record (continued from Page 2): AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: _____ Name: _____

Name: _____ Name: _____

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If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials (continued from Page 2): AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
				x

If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.

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STATE OF ALASKA

AK Entity #: 10065253
Date Filed: 08/03/2017
State of Alaska, DCCED

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*

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Limited Liability Company
Initial Biennial Report

Web-8/3/2017 4:41:03 PM

Entity Name: AK Best Buds LLC
Entity Number: 10065253
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Ronald Hand
Physical Address: 1934 W. CHURCH RIDGE DR., WASILLA, AK 99654
Mailing Address: 1934 W. CHURCH RIDGE DR., WASILLA, AK 99654

Entity Physical Address: 9551 STARLIGHT DR., WASILLA, AK 99623

Entity Mailing Address: 1934 W. CHURCH RIDGE DR., WASILLA, AK 99654

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Ronald Hand	1934 W Church Ridge, Wasilla, AK 99654	50	Manager, Member
Tracey Hand	1934 W Church Ridge, Wasilla, AK 99654	50	Manager, Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING
New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Ronald Hand

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Alaska Entity #10065253

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

AK Best Buds LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **August 03, 2017**.

Chris Hladick
Commissioner

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OPERATING AGREEMENT

of

AK Best Buds, LLC
A Single Member Limited Liability Company

This Operating Agreement (the "Agreement") for AK Best Buds, LLC (the "Company"), a limited liability company organized pursuant to the Alaska Revised Limited Liability Act, AS 10.50. *et seq.* (the "Act"), is entered into and shall be effective as the Effective Date, by and among the Company and Phillip Schneider, the "Member".

1. Formation.

1.1. Organization - The Member hereby organizes the Company as an Alaska limited liability company pursuant to the provisions of the Act.

1.2. Agreement, Effect of Inconsistencies with Act.

1.2.1. For an in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Member executing this Agreement agrees to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms.

1.2.2. It is the express intention of the Member that this Agreement shall be the sole source of Agreement as to the operation of the Company, and, except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Internal Revenue Code of 1986 (the "IRC") or regulations thereto (or as both are amended or lawfully changed from time to time), or is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

1.2.3. The Member and Company agree that each shall be entitled to rely on the provisions of this Agreement, and the Member shall be liable to the Company for any action or refusal to act taken in good faith reliance on the terms of this Agreement. The Member and the Company agree that the duties and obligations

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imposed shall be those set forth in this Agreement, which is intended to govern the relationship among the Company and the Member, notwithstanding any provision of the Act or common law to the contrary.

1.3. Name - The name of the Company is AK Best Buds, LLC, and all business of the Company shall be conducted under that name.

1.4. Effective Date - This Agreement shall become effective upon the filing of the Articles of Organization with the State of Alaska, Department of Commerce.

1.5. Term - This Company shall dissolve automatically and cease to exist on the 31st day of December, 2060, unless the Member elects to dissolve the Company earlier or extends its duration.

1.6. Registered Agent and Office - The Company shall continuously maintain in the State of Alaska a registered agent and registered office. The registered agent for the service of process and the registered office shall be that person and location reflected in the Articles of Organization as filed in the Office of the State of Alaska, Department of Commerce. The Member may, from time to time, change the registered agent and registered office through appropriate filings with the State of Alaska, Department of Commerce. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. The initial Registered Agent shall be Ronald W. Hand, and the initial registered agent's address is 1934 West Church Ridge Drive, Wasilla, Alaska 99654.

1.7. Principal Office - The Principal Office of the Company shall be located at 1934 West Church Ridge Drive, Wasilla, AK 99654, and its mailing address shall be 1934 West Church Ridge Drive, Wasilla, AK 99654.

1.8. Single Member Entity - This Company is intended to be a single member limited liability company and this Agreement governs the relationship between the Member and the Company. If at any time additional members are added to the Company, this Agreement shall be amended as further provided herein.

2. Definitions. For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

2.1. Agreement - This Operating Agreement including all amendments adopted in accordance with this Agreement and the Act.

2.2. Articles - The Articles of Organization of the Company as properly adopted and amended from time to time by the Member and filed with the State of Alaska,

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Department of Commerce.

2.3. Assignee - A person to whom a Membership Interest has been transferred but who has not been admitted as a Member.

2.4. Company - AK Best Buds, LLC, a limited liability company, formed under the laws of the State of Alaska, and any successor limited liability company.

2.5. Contribution - Any contribution of Property made by or on behalf of the Member or Assignee as consideration for a Membership Interest.

2.6. Disposition (Dispose) - Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

2.7. Member - A person described in Exhibit "A" or who acquires a Membership Interest in the Company and has been admitted to all of the rights of membership pursuant to this Agreement.

2.8. Membership Interest - The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

2.9. Net Losses - The losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported for federal income tax purposes.

2.10. Net Profits - The income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported on the tax return of the Company filed for federal income tax purposes. Net Profits includes taxable income, capital gain and income exempt from taxation.

2.11. Organization - A person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

2.12. Person - An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of Alaska.

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2.13. Proceeding - Any judicial or administrative trial, hearing or other activity, civil, criminal or investigative, the result of which may be a court, arbitrator, or governmental agency may enter a judgment, order, decree or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other person subject to the jurisdiction of such court, arbitrator, or governmental agency.

2.14. Property - Any property real or personal, tangible or intangible (including goodwill), including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

3. Nature of Business. The purpose for which this Company is organized is to manufacture marijuana products and to engage in any lawful business permitted by the laws of the State of Alaska each jurisdiction in which the Company may do business. The Company may also conduct and engage in any or all lawful acts provided within AS 10.50 *et. seq.*, or the laws of any jurisdiction in which the Company is organized to do business. The Company shall have all the powers provided by law and may use those powers for any lawful purpose provided within AS 10.50., *et. seq.* The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in the Articles of Organization or this Section.

4. Accounting and Records. At the discretion of the Member, the Member may maintain the following records at the Principal Office.

4.1. A copy of the Articles and all amendments thereto;

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

4.3. Copies of this Agreement including all amendments thereto;

4.4. Any financial statements of the Company for the three most recent years; and

4.5. If not set forth in this Agreement, a writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the amount of cash and a description and statement of the agreed value of the other property or services contributed by the Member to the Company.

5. Names and Addresses of Member. The name and address of the Member is Ronald W. Hand, 1934 West Church Ridge Drive, Wasilla, Alaska 99645.

6. Rights and Duties of Member.

6.1. Management Rights - The ordinary and usual decisions concerning the

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management and business affairs of the Company shall be made by the Member.

6.2. Authority of Member to Bind the Company - The Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation those listed below.

6.2.1. The institution, prosecution and defense of any Proceeding in the Company's name;

6.2.2. The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealings with, Property, wherever located;

6.2.3. The sale, conveyance, mortgage, pledge, lease, exchange and other disposition of Property;

6.2.4. The entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;

6.2.5. The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning of money to, and otherwise helping Member, officers, employees and agents;

6.2.6. The conduct of the Company's business, the establishment of Company officers, and the exercise of the powers of the Company within or without the State of Alaska;

6.2.7. The appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;

6.2.8. The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for the Member, employees, and agents of the Company;

6.2.9. The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;

6.2.10. The payment or donation, or any other act that furthers the business and affairs of the Company;

6.2.11. The payment of compensation, or additional compensation to the Member, and employees on account of services previously rendered to the limited

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liability company, whether or not an Agreement to pay such compensation was made before such services were rendered;

6.2.12. The purchase of insurance on the life of the Member, or employees for the benefit of the Company;

6.2.13. The participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons; and,

6.2.14. The indemnification of the Member.

6.3. Liability of the Member - The Member shall not be liable as either a Member or as manager for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

6.4. Indemnification - The Company shall indemnify the Member, and agents for all costs, losses, liabilities, and damages paid or accrued by the Member (either as Member or as manager) or agent in connection with the business of the Company, to the fullest extent provided or allowed by the Act.

6.5. Conflicts of Interest.

6.5.1. A Member shall be entitled to enter into transactions that may be considered to competitive with, or a business opportunity that may be beneficial to the Company, it being expressly understood that the Member may enter into transactions that are similar to the transactions into which the Company may enter.

6.5.2. The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction.

6.6. Compensation of Member - The Member shall be reimbursed all reasonable expenses incurred in managing the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the Member in the Member's discretion.

6.7. Member's Standard of Care - The Member's duty of care in the discharge of

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the Member's duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, the Member shall be fully protect in relying in good faith upon the records required to be maintained under Section 4 and upon such information, opinions, reports or statements by any agents, or by any person, as to matters the Member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statement as to the value and amount of the assets, liabilities, profits or loses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Member might properly be paid.

7. Capital Contributions and Distributions.

7.1. Initial Contributions - The Member shall make the contribution described on Exhibit "A" to the Company. the value of the contribution shall be as set forth on Exhibit "A". No interest shall accrue on any contribution and the Member shall have no right to withdraw or be repaid any contribution except as provided in this Agreement.

7.2. Additional Contributions - In addition to the initial contributions, the Member may determine from time to time that additional contributions are needed to enable the Company to conduct its business. The Member shall not be required or obligated to make any additional contributions.

7.3. Certificate of Ownership - The Member's ownership interest in the Company may be represented by certificate of ownership.

7.4. Distributions - Except as provided in Section 11, the Company may make distributions as determined by the Member from time to time. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

8. Taxes.

8.1. Classification - As long as this Company only has one member, this Company shall be taxed as a sole proprietorship. It may operate under its own tax identification number.

8.2. Elections - The Member may make any tax elections for the Company allowed under the IRC or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company as deemed necessary or desirable in the Member's sole discretion.

8.3. Cash Method of Accounting - The records of the Company shall be

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maintained on a cash receipts and disbursements method of accounting.

9. Transfer of Membership Interest.

9.1. The Member's Membership Interest - The Member's Membership Interest can be disposed or is transferrable in whole or in part without consent of any other person, and, only upon written approval of the Member, the assignee shall be admitted as a Member and admitted to all the rights of the Member who assigned the Membership Interest.

9.2. Death of a Member - On the death of the Member, the Member's interest shall pass to his estate or successor in interest.

9.3. Transfers Creating More Than One Membership Interest - In the event that the Member transfers all or a portion of the Member's interest in the Company to more than one person, this Agreement shall be amended prior to such transfer so it can be properly classified as a partnership for federal tax purposes.

10. Admission of Assignees and Additional Member.

10.1. Change in Classification - Upon the admission of an Assignee or new Members, the original Member shall cause this Agreement to be amended to reflect that the entity will then be taxed as a partnership for federal tax purposes or such other election as the member(s) may elect.

10.2. Rights of Assignees - the Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the distributions and return of capital, and to be allocated the net profits and net losses attributable to the Membership Interest in accordance with Subchapter K of the Internal Revenue Code.

10.3. Admission of Substitute Member - On the approval of the Member, an Assignee of a Membership Interest shall be admitted as a Member. The Member may grant or withhold the approval of such admission in its sole and absolute discretion. If so admitted, the substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a substitute Member shall not release the Member originally assigning the Membership Interest from any liability to the Company that may have existed prior to the approval.

10.4. Admission of Additional Member - Additional Member and the capital contributions of such new Member may be admitted only on the approval of the Member.

10.5. Other Provisions.

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10.5.1. As to the Company, an assignment of a Member's interest is effective only when the Company has received notice of the assignment and has noted the assignment in the books and records of the Company.

10.5.2. An Assignee of a Member's interest derives its rights exclusively through that Member/Assignor. Any Assignee takes the assignment subject to any claims or offsets the Company has against the Member, regardless of whether those claims or offsets exist at the time of the assignment or arise afterwards. An amendment to this Agreement may change a Member's rights and consequently affect the rights of an assignee, even if the amendment is made after the assignment.

11. Dissolution and Winding Up.

11.1. Dissolution - The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events:

11.1.1. The expiration of the term provided in Section 1.5; or

11.1.2. The written consent of the Member determining that the Company should dissolve.

11.2. Effect of Dissolution - Upon dissolution, the Company shall cease carrying on normal business operations (except as might be necessary to complete legitimate obligations of the Company), as distinguished from the winding up of the Company business; the Company is not terminated, but shall continue until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the State of Alaska, Department of Commerce. The Member shall make every effort to wrap up the affairs of the business as quickly as possible.

11.3 Distribution of Assets on Dissolution - Upon the winding up of the Company, the Company Property shall be distributed in the following order:

11.3.1. To creditors to the extent permitted by law, in satisfaction of Company Liabilities;

11.3.2. To the Member as a creditor, to the extent permitted by law, in satisfaction of Company Liabilities.

11.4. Winding Up and Certificate of Dissolution - The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property and assets of the limited liability company have been distributed to the Member. Upon the completion of winding up of the Company,

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a certificate of dissolution shall be delivered to the State of Alaska, Department of Commerce for filing. The certificate of dissolution shall set forth the information required by the Act.

12. Amendment.

12.1. Agreement May Be Modified - This Agreement may be modified as provided in this Section 12.

12.2. Amendment of Modification of Agreement - This Agreement may be amended or modified form time to time only by a written instrument adopted by the Member and Company.

12.3. Amendment or Modification of Articles of Organization - The Articles of Organization may be amended or modified from time to time only by a written instrument adopted by the Member.

13. Miscellaneous Provisions.

13.1. Entire Agreement - This Agreement represents the entire Agreement between the Member and the Company.

13.2. Taxable Year - The taxable year of the Company shall be January 1 to December 31.

13.3. Notice - Notices shall be in writing. Notices to the Company shall be considered given when mailed by first class mail, postage prepaid, addressed to the Company at the address of Principal Office. Notice to the Member shall be considered given when mailed by first class mail, postage prepaid, addressed to the Member at the address reflected in this Agreement unless the Member has delivered in writing to the Company a notice of a different address.

13.4. Entity Classification - The Company shall be classified as a "sole proprietorship" for purposes of federal income taxation.

13.5. Rights of Creditors and Third Parties Under Agreement - This Agreement is entered into among the Company and the Member for the exclusive benefit of the Company, its Member, and its successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement.

13.6. Rule of Construction - All parties have had a full opportunity to have

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independent tax and legal advice, and this document is drawn up by an attorney for one of the parties with the consent of all parties and as a matter of convenience to all parties. Accordingly, the rule of construction that a document is construed most strictly against the drafter of the document shall not apply in construction nor in interpretation of this instrument.

13.7. Applicable Law - This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Alaska, and the parties agree that the Superior Court in the Third Judicial District for the State of Alaska shall have exclusive jurisdiction of any suit or proceeding brought with respect to this document.

13.8. Heirs and Assigns - This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns.

13.9. Prior Agreements - This Agreement contains the entire agreement between the parties. Any prior representation, promise or condition, oral or written, not incorporated herein shall not be binding upon the parties.

13.10. Headings for Convenience - The headings used in this Agreement are inserted for convenience only and shall be disregarded in construing this Agreement.

13.11. Attorney's Fees - In the event of litigation arising out of or in any way pertaining to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to statutory court costs.

IN WITNESS WHEREOF, we have signed and dated this Agreement and agree to the terms herein.

AK Best Buds, LLC,
an Alaska limited liability company

Dated: 8/10/17

By Ronald W Hand
Ronald W. Hand
Its Member

Ronald W Hand
Ronald W. Hand, Member

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EXHIBIT A

Member	Initial Contribution and Value	Interests
Ronald W. Hand 1934 West Church Ridge Drive Wasilla, AK 99654	$2,000.00	100%

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Ronald

MATANUSKA-SUSITNA BOROUGH

Please verify the address you have indicated below is the correct billing address for your credit card!

Checkout (Step 1 of 2)

Credit Card Billing Address

ADD / SELECT ADDRESS

Ronald
1934 west Church Ridge Dr.
Wasilla, AK 99654

Invoice Number	Invoice Date	Invoice Total	Invoice Created By
New-LicenseApplication-30922-Ak Best Buds LLC-1514	8/11/2017 10:59:59 AM	$100.00	Ronald

Product	Price Charged	Quantity	Line I

+ Add Order Notes

Cart Subtotal: $100.00
Shipping and Handling: $0.00

Total: $100.00

PAY WITH CREDIT CARD

Contact Us
Matanuska-Susitna Borough
Finance Department
350 East Dahlia Avenue,
Palmer, Alaska 99645-6411

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Alaska Business License # **1058200**

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

AK BEST BUDS LLC

1934 WEST CHURCH RIDGE DR. WASILLA AK 99654

owned by

AK BEST BUDS LLC

is licensed by the department to conduct business for the period

August 03, 2017 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

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

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

Chris Hladick

AK Entity #: 10065253
Date Filed: 08/03/2017
State of Alaska, DCCED

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*

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-8/3/2017 4:26:43 PM

1 - Entity Name

Legal Name: AK Best Buds LLC

2 - Purpose

Marijuana cultivation

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Ronald Hand
Mailing Address: 1934 W. Church Ridge Dr., Wasilla, AK 99654
Physical Address: 1934 W. Church Ridge Dr., Wasilla, AK 99654

5 - Entity Addresses

Mailing Address: 1934 W. Church Ridge Dr., Wasilla, AK 99654
Physical Address: 9551 Starlight Dr., Wasilla, AK 99623

6 - Management

The limited liability company is managed by a manager.

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7 - Officials

Name	Address	% Owned	Titles
Ronald Hand			Organizer
Tracey Hand			Organizer

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Ronald Hand

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