Alaska Business License # **2193431**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

High-Mark

2521 E MTN Village, PMB 385, Wasilla, AK 99654

owned by

High-Mark Alaska LLC

is licensed by the department to conduct business for the period

February 9, 2024 to December 31, 2025
for the following line(s) of business:

44-45 - Retail Trade

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STATE OF ALASKA

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

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

Julie Sande
Commissioner

Alaska Entity #10259586

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

High-Mark Alaska LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **February 9, 2024**.

Julie Sande
Commissioner

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AK Entity #: 10259586
Date Filed: 02/09/2024
State of Alaska, DCCED

FOR DIVISION USE ONLY

THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

Articles of Organization

Domestic Limited Liability Company

Web-2/9/2024 6:15:35 PM

1 - Entity Name

Legal Name: High-Mark Alaska LLC

2 - Purpose

Any lawful purpose.

3 - NAICS Code

459999 - ALL OTHER MISCELLANEOUS RETAILERS

4 - Registered Agent

Name: Casey Wilkins
Mailing Address: 2521 E MTN Village, PMB 385, Wasilla, AK 99654
Physical Address: 2521 E MTN Village, PMB 385, Wasilla, AK 99654

5 - Entity Addresses

Mailing Address: 2521 E MTN Village, PMB 385, Wasilla, AK 99654
Physical Address: 3807 W Machen Rd, Wasilla, AK 99654

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Chase Mazzoli			Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Chase Mazzoli

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Domestic Limited Liability Company

Initial Biennial Report

Entity Name: High-Mark Alaska LLC

Entity Number: 10259586

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 3807 W MACHEN RD, WASILLA, AK 99654

Mailing Address: 2521 E MTN VILLAGE, PMB 385, WASILLA, AK 99654

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: Casey Wilkins

Physical Address: 2521 E MTN VILLAGE, PMB 385, WASILLA, AK 99654

Mailing Address: 2521 E MTN VILLAGE, PMB 385, WASILLA, AK 99654

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Member
Greg Miller	1125 West Gail Drive, Wasilla, AK 99654	25	X
Joey Bresser	9315 Commons Place, Anchorage, AK 99502	25	X
Casey Wilkins	2521 East Mountain Village, PMB 385, Wasilla, AK 99654	25	X
Chase Mazzoli	17690 East Idle Drive, Palmer, AK 99645	25	X

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

NAICS Code: 459999 - ALL OTHER MISCELLANEOUS RETAILERS

New NAICS Code (optional):

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Operating Agreement for High-Mark Alaska LLC

1. **Introduction**
- **Business Name:** High-Mark Alaska LLC
- **Principal Place of Business:** 3807 West Machen Rd, Unit A
  Wasilla, Ak 99654
- **Purpose of Business:** Marijuana retail
- **Effective Date:** 02/03/2024

2. **Members**
- **Group A Members:**
  - Greg Miller
  - Joey Bresser

- **Group B Members:**
  - Casey Wilkins
  - Chase Mazzoli

3. **Ownership and Capital Contributions**
- **Initial Capital Contributions:**
  - Greg Miller: $100,000
  - Joey Bresser: $100,000
  - Casey Wilkins: $0
  - Chase Mazzoli: $0

- **Ownership Shares:**
  - Greg Miller: 25% (Group A)
  - Joey Bresser: 25% (Group A)
  - Casey Wilkins: 25% (Group B)
  - Chase Mazzoli: 25% (Group B)

- **Future Capital Contributions:**
  - Procedures for additional capital contributions shall be determined by a majority vote of the members.

4. **Management and Voting**
- **Management Structure:**
  - The business shall be managed by its members (Member-Managed) or by appointed managers (Manager-Managed) as decided by a majority vote.

- **Voting Rights and Procedures:**
  - Each member shall have voting power proportional to their ownership interest.
  - Major decisions, including amendments to the operating agreement, the addition of new members, and capital expenditures over $10,000, require a unanimous vote.

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- Day-to-day operational decisions may be made by a majority vote.

5. **Duties and Responsibilities**
- **Defined Roles and Responsibilities:**
  - Greg Miller: Owner (Group A)
  - Joey Bresser: Owner (Group A)
  - Casey Wilkins: Owner (Group B) - Manage day-to-day operations, increase foot traffic, increase sales, provide an excess of product at a competitive rate. Responsible for operations and any excess debt that may arise that cannot be covered by High-Mark Alaska LLC.
  - Chase Mazzoli: Owner (Group B) - Manage day-to-day operations, increase foot traffic, increase sales, provide an excess of product at a competitive rate. Responsible for operations and any excess debt that may arise that cannot be covered by High-Mark Alaska LLC.

**management and operations. Casey Wilkins, and Chase Mazzoli, will be in charge of managing day to day operations.

- **Expectations and Obligations Over the Next 3 Years:**
  - Each Group B member is expected to meet specific performance milestones and contribute actively to the business's success.
  - Once the 3-year mark is reached and milestones are achieved, Group B members will then become Group A members.

- **Ability to Sell Products from Other Businesses:**
  - All members have the ability to bring and sell products to High-Mark Alaska LLC from their other businesses or businesses they are associated with, provided that the transactions are conducted in a fair and equitable manner.

6. **Distributions**
- **Profit and Loss Allocation:**
  - Profits shall be distributed equally among all members.
  - All losses, including delinquent taxes, bills, nets, loans, etc., will be the sole responsibility of Casey Wilkins and Chase Mazzoli if the company cannot cover them. They agree to cover any excess liabilities out of pocket.

- **Distribution Frequency and Procedures:**
  - Distributions shall be made quarterly, or as otherwise decided by a majority vote.

7. **Buyout and Exit Provisions**
- **Buyout Clauses:**
  - Group B members: Casey Wilkins and Chase Mazzoli (Group B Members), cannot exit for the first 3 years. In the event a Group B member needs to exit early, Group A members have the option to claw back the shares at the value of the current contribution of the exiting Group B member.

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- Group A members: Greg Miller and Joey Bresser (Group A members) have the right to transfer ownership to family members without rights to purchase from remaining members, granted they qualify for all AMCO licensing requirements. In the event of a death, ownership will be transferred according to their legal will or to a family member.

- **Procedures for Member Withdrawal:**
  - Withdrawal procedures shall be determined by a majority vote, considering the best interest of the business.

- **Valuation of Membership Interest:**
  - Membership interest shall be valued based on an independent appraisal or a formula agreed upon by all members.

8. **Confidentiality and Fiduciary Responsibility**
- **Confidentiality Agreement:**
  - Members shall not disclose any proprietary or confidential information related to the business to any third party.

- **Fiduciary Responsibility:**
  - Members shall act in the best interest of the business and uphold their fiduciary duties, including the duty of care, loyalty, and good faith.

9. **Dispute Resolution**
- **Mediation and Arbitration Procedures:**
  - In the event of a dispute, members agree to first seek mediation. If mediation fails, disputes shall be resolved through binding arbitration in Alaska.

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

10. **Amendments**
- **Procedures for Amending the Operating Agreement:**
  - This operating agreement may be amended only by a unanimous vote of the members.

11. **Miscellaneous**
- **Notices:**
  - Any notices required under this agreement shall be in writing and delivered to the addresses provided by each member.

- **Entire Agreement:**
  - This document constitutes the entire agreement between the members and supersedes all prior agreements and understandings.

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- **Severability:**
  - If any provision of this agreement is found to be unenforceable, the remaining provisions shall continue in full force.

12. **Non-Disclosure Agreement (NDA) Clause**
1. **Confidential Information:**
   - For purposes of this Agreement, "Confidential Information" includes all written, electronic, or oral information, including but not limited to, technical data, trade secrets, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by one party to the other.

2. **Obligations of Confidentiality:**
   - Each member agrees to keep all Confidential Information disclosed to them by the other members or by the business in strict confidence. Members shall not disclose, disseminate, or otherwise make available any Confidential Information to any third party without the prior written consent of the disclosing party.
   - Members shall take all reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use of the Confidential Information. Such measures shall be at least the level of protection the receiving party uses to protect its own confidential information of similar importance.
   - Members shall not use any Confidential Information for any purpose other than in connection with their duties and responsibilities as members of High-Mark Alaska LLC.

3. **Exceptions:**
   - The obligations of confidentiality shall not apply to any information which:
     - Was known to the receiving party prior to receipt from the disclosing party;
     - Is or becomes generally known to the public through no fault or breach of the receiving party;
     - Is rightfully received by the receiving party from a third party without breach of any confidentiality obligation;
     - Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information;
     - Is required to be disclosed by law, regulation, or court order, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and cooperates with the disclosing party to seek an appropriate protective order.

4. **Prohibited Associations:**
   - Members agree that JDW, or anyone associated with these parties shall not be involved in any capacity with arbitration, mediation, or judicial proceedings related to High-Mark Alaska LLC

5. **Return of Materials:**

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- Upon termination of membership or at any time upon request by the disclosing party, the receiving party shall promptly return or destroy all documents and other tangible materials representing the Confidential Information and all copies thereof.

6. **No License:**
   - Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information except as expressly provided herein.

7. **Term:**
   - The obligations of this clause shall continue for a period of five (5) years following the termination of a member's membership in High-Mark Alaska LLC.

8. **Remedies:**
   - Each member acknowledges that any breach of this Non-Disclosure Agreement may cause irreparable harm to the disclosing party for which damages may not be an adequate remedy. Therefore, the disclosing party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

Group B Milestones
Performance Milestones and Penalties
```
```
Each Group B partner agrees to achieve the following milestones within the specified timeframes:
1. Milestone 1: $1,000 daily average by 2025
2. Milestone 2: $1,500 daily average by 2026
3. Milestone 3: $1500 daily average by 2027

Failure to achieve these milestones will result in the following penalties:
1. Penalty 1: Optional clawback
2. Optional clawback requires both group A party's to be in agreeance to claw back.

Capital Call Provisions

Additional capital contributions shall be required from Group B members Casey Wilkins and Chase Mazzoli in the event the company cannot cover liabilities.

Signature Section

By signing below, each member agrees to the terms and conditions outlined in this Operating Agreement for High-Mark Alaska LLC.

Group A Members:

Greg Miller

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Signature: _____
Date: 06/28/2024

Joey Bresser
Signature: _____
Date: 6/28/2024

Group B Members:

Casey Wilkins
Signature: _____
Date: 06-28-24

Chase Mazzoli
Signature: _____
Date: 6/28/24

This agreement has been executed as of the Effective Date first written above.

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