Alaska Entity #10109683

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

canna get happy llc

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **July 16, 2019**.

Julie Anderson
Commissioner

RECEIVED
JUN 11 2024
Dept. of Commerce
AMCO

Alaska Business License # **2090055**

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

Canna Get Happy LLC

P.O. Box 874574, wasilla, AK 99687

owned by

canna get happy llc

is licensed by the department to conduct business for the period

November 10, 2021 to December 31, 2023
for the following line(s) of business:

42 - Trade

RECEIVED
JUN 1 1 2024
Dept. of Commerce
AMCO

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 Anderson
Commissioner

Amended Operating Agreement

Of

Canna Get Happy, LLC

Effective April 2, 2025

Date of Original Filing 7/7/2019

Operating Agreement
Of
Canna Get Happy, LLC

This Limited Liability Company Operating Agreement (this Agreement) is effective the 2nd day of April 2025 between Canna Get Happy, LLC and Alaska limited liability company (the Company) and the undersigned Members (the Member).

RECITALS

A. The Member has caused articles of organization for the Company to be filed with the State of Alaska, Division of Commerce, Community and Economic Development pursuant to the Alaska Revised Limited Liability Company Act (the "Act").

B. The Member and Company hereby agree that this Agreement shall set forth the duties and obligations of the Member and the Company, and that this Agreement shall govern the operations of the Company and the actions of the Member. In the event of any inconsistency between this Agreement and the Act, the terms of this Agreement shall control to the extent permitted by law.

TERMS

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, agreements and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member and Company agree as follows:

ARTICLE I
GENERAL INFORMATION

1.1 Incorporation of Recitals

The foregoing Recitals are hereby incorporated as terms of this Agreement.

1.2 Defined Terms

Terms that appear in this Agreement with their initial letters capitalized are defined upon their first use in this Agreement.

1.3 Name

The name of the Company is CANNA GET HAPPY, LLC. All business of the Company shall be conducted under this name and under any variations of the name as the Member deems necessary or appropriate.

1.4 Purpose

The purpose for which this Company is organized is to engage in the retail sales of cannabis and hemp products and transacting any other business deemed lawful under the laws of State of Alaska pursuant to AS 17.38. The Company recognizes that this purpose is legal under the State of Alaska but questionable as to federal law. 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.*

1.5 Principal Place of Business

The Company's principal place of business shall be 2321 E. Palmer Hwy, Wasilla, Alaska, 99654 or such other location as the Member designates from time to time.

1.6 Registered Office and Registered Agent

The Company's registered agent shall be Sandra D. Millhouse. The physical address for the registered office shall be 2339 E. Myrtle Ave. Wasilla, AK 99654 and the mailing address 2339 E. Myrtle Ave. Wasilla, AK 99654. The registered agent and registered office of the Company may be changed by the Member from time to time by filing a statement of change of registered agent in accordance with the Act.

1.7 Term

No election has been made for the existence of the Company to continue until a certain date or event. The Company shall have a perpetual duration unless terminated and dissolved pursuant to Article VII. Pursuant to AS 10.50.210, on the death of the Member: (i) the Membership interest of the member shall not terminate; (ii) the Company shall not be dissolved; and, (iii) the Member's interest in the Company shall pass to the Member's estate or other successor in interest.

1.8 Defects as to Formalities

No failure to observe any formalities or requirements of this Agreement, the Certificate or the Act shall be grounds for imposing personal liability on a Member for liabilities of the Company.

1.9 Liability of Member to Third Parties; Reliance by Third-Party Creditors

(a) Liability of Member

The Member shall not be personally liable for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

(b) Reliance by Third Parties

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company and the Member, and their successors and assigns. Specifically (but not by way of limitation), this Agreement is not intended for the benefit of any creditor of the Company or any other person. Except to the extent provided by applicable statute, and then only to that extent, no such creditor or third party shall have any rights under this Agreement or under any other agreement between the Company and the Members, either with respect to any contribution to the Company or otherwise.

1.10 S-Corporation Status

(a) Tax Status

The Member acknowledges that the Company will elect to be taxed as an electing small business corporation under the provisions of Subchapter S of the Internal Revenue Code. Notwithstanding such tax treatment, the Member acknowledges and agrees that the Company shall be a limited liability company for state law purposes, under the provisions of the Act, the Articles of Organization, and this Agreement.

(b) Maintenance of "S" Status

The Member hereby acknowledges that the Company has or will file a Form 2553 (Election by a Small Business Corporation) with the Internal Revenue Service and that the election made pursuant to the filing is or will be in force and effect for all periods. Except as otherwise provided herein, during the term of this Agreement and the continuation of the Company's S corporation election under § 1362 of the Internal Revenue Code, no Member shall take any action which would cause the revocation or termination of the Company's S election (under § 1362(a) of the Internal Revenue Code) and any attempt to take such an action shall be null and void and without effect. Any transfer to or attempt to transfer any Membership Units to any of the following shall be null, void and without effect:

(1) A person whose ownership of the Membership Units would cause the Company to have a number of Members (Members of an "S" corporation) in excess of the number permitted by § 1361(b)(1)(A) of the Internal Revenue Code;

(2) An individual who is not a United States citizen or resident;

(3) A trust (or the trustee thereof) which fails to satisfy the requirements of §§ 1361(c)(2)(A) or 1361(d) of the Internal Revenue Code; or

(4) A corporation or any other entity whose ownership would cause the termination or revocation of the Company's S election.

ARTICLE II
CAPITAL CONTRIBUTIONS AND MEMBERSHIP INTEREST

2.1 Initial Capital Contribution

The current Member has made any capital contribution required by the Company and holds all of the outstanding Membership Units of the Company representing 100% of the ownership interest in the profits, losses, capital, deductions, credits, gains, proceeds, voting power and voting rights, and all other interests of the Company (collectively, the "Membership Interest") as set forth on Schedule A. No person shall be considered a member until they have made their complete capital contribution.

2.2 Additional Capital Contributions; No Deficit Restoration Obligation

The Member shall not be required to make any additional capital contributions or advance funds to the Company. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not be construed to create a deficit restoration obligation or otherwise personally obligate any Member to make a capital contribution in excess of such Member's initial capital contribution.

2.3 Company Capital

(a) The Member shall not be paid interest on the Member's Capital Contributions.

(b) The Member shall not have the right to withdraw from the Company, or to receive any return on the Member's Capital Contributions, except as specifically provided for in this Agreement.

(c) A creditor that makes a loan to the Company shall not, as a result of making such a loan, have or acquire at any time any direct or indirect interest in the profits, capital or property of the Company, except that, if security is given for such a loan, then the creditor may be a secured creditor.

ARTICLE III
TRANSACTIONS WITH THE MEMBER

3.1 Loans

The Company may borrow money from or lend money to the Member upon such terms and conditions as may be approved by the Member.

3.2 Reimbursement of Expenses of Member

The Member shall be reimbursed for such reasonable costs and expenses as the Member may request; provided that all expenses must be documented according to standards for deductibility set forth by the Internal Revenue Service.

3.3 Other Business of Member

The Member may engage in business ventures and activities of any nature and description, independently or with others, and whether or not in competition with the business of the Company.

3.4 Right of Company to Deal With Member

The Company may enter into agreements, contracts or arrangements with the Member or parties related to such Member pursuant to which such Member or related parties provide goods or services to the Company in connection with the Company's activities.

ARTICLE IV
MANAGEMENT

4.1 Member

The business and affairs of the Company shall be managed by the Member. Unless otherwise provided in elsewhere in this Agreement, all decisions regarding the management and operations of the Company and the property of the Company shall be made by the Member.

4.2 Authority of Member

(a) In General

The Member shall have the sole and exclusive right to manage the business of the Company. The Member is the Company's agent and shall have authority to take all actions on behalf of the Company, including but not limited to incurring debt, entering contracts, acquiring and transferring assets of the Company (including but not limited to real property), and executing and delivering any deed of trust, mortgage, guarantee, note or other evidence of indebtedness, lease agreement, security agreement, financing statement, contract of sale, or other instrument purporting to convey or encumber, in whole or in part, any or all of the assets of the Company, at any time held in its name, or any receipt or compromise or settlement agreement with respect to the accounts receivable and claims of the Company.

(b) Officers

(1) **Appointment.** The Member may, by written action upon unanimous approval, designate one or more persons to be officers of the Company. One person may hold the offices and perform the duties of any two or more of said offices. Any officer so designated shall have and may exercise, on behalf of the Company and in its name, such rights and powers as may be designated by the Member and such rights and powers as are otherwise necessary, advisable, or convenient to the discharge of such officer's duties. The Member may assign titles (including, without limitation, president; vice president; secretary and treasurer) to any such officer. Subject to any specific delegation of duties to such officer by the Member, if the title is one commonly used for officers of a business corporation formed under the Alaska Corporations Code, the assignment of such title shall constitute delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific authority and duties set forth in the delegation.

(2) **Term; Resignation; Removal.** Each officer shall hold office until his or her successor shall be duly designated and shall qualify, or until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified in the resignation, or if no time is specified, at the time of its receipt by the Company. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in such resignation. Any officer may be removed as such, either with or without cause, upon the unanimous

consent of the Member at any time; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. Designation of an officer shall not of itself create contract rights.

(3) **Salaries.** The salaries of officers and employees of the Company, if any, shall be fixed by, and may be changed from time to time by the Member.

4.3 Bankruptcy Filing By Company

Only the Member shall have the right, power or authority to authorize the commencement or to commence any voluntary proceeding or consent to any involuntary proceeding under any provision of any federal, state or foreign law relating to bankruptcy, insolvency, receivership or similar legal or equitable proceeding with respect to the Company.

ARTICLE V
PROFITS AND LOSSES; DISTRIBUTIONS AND ALLOCATIONS

5.1 Profits and Losses

Net income or net losses of the Company for each fiscal period shall be allocated to the Member for federal and state tax purposes in accordance with the applicable provisions of the Internal Revenue Code and state law as though the Member was a shareholder of an "S" corporation owning all of the issued and outstanding shares of such corporation.

5.2 Fiscal and Tax Year

The fiscal year end of the Company shall be December 31.

5.3 Distributions

Distributions to the Member shall be made in such amounts and at such times as may be determined by the Member.

Distributions from the Company may only be made if, after giving effect to the distribution, the Company would be able to pay its debts as they become due in the usual course of conducting its affairs, and the Company's assets are not less than the sum of its liabilities. The Member may authorize proportionate distributions to the Member.

5.4 Limitations on Distributions

No distribution shall be made pursuant to Section 5.3 if, at the time of distribution, after giving effect to the distribution, all liabilities of the Company, other than liabilities to the Member on account of his or her membership Interest and liabilities for which the recourse of creditors is limited to specified property of the Company, exceed the fair value of the assets of the Company, except that the fair value of property that is subject to a liability for which the recourse of creditors is limited shall be included in the assets of the Company only to the extent that the fair value of the property exceeds that liability.

ARTICLE VI
INDEMNIFICATION

6.1 Indemnification of Member

The Company shall defend, indemnify and hold harmless a Member from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Member may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to any business of the Company transacted or occurring while the Member was a member of the Company, regardless of whether the Member continues to be a Member of the Company at the time any such liability or expense is paid or incurred.

6.2 Nonexclusivity of Rights

The indemnification provided by this Section 6 shall be in addition to any other rights to which the Member may be entitled under any agreement or vote of the Member, as a matter of law or equity, or otherwise, and shall continue as to a Member that has ceased to serve in that capacity, and shall inure to the benefit of the successors and assigns of the Member so indemnified.

6.3 Indemnification of Officers, Employees and Agents

The Member may cause the Company to indemnify any officer, employee, or agent of the Company, to the same extent and subject to the same conditions under which it may indemnify the Member under this Article VI.

ARTICLE VII
DISSOLUTION AND LIQUIDATION OF COMPANY

7.1 Events Causing Dissolution

The Company shall dissolve upon the occurrence of any of the following events:

(a) the sale or other disposition of all or substantially all of the assets of the Company other than in the ordinary course of its business;

(b) by the written statement of dissolution of the Member; or

(c) by the entry of a decree of judicial dissolution pursuant to the Act.

7.2 Dissolution

(a) Upon dissolution of the Company, the Member or a court-appointed trustee shall take full account of the Company's assets and liabilities, and the Company's property shall be liquidated as promptly as is consistent with obtaining its fair value. The proceeds from the liquidation, to the extent they are sufficient, shall be applied and distributed in the following order and priority:

(1) first, to the payment and discharge of all of the Company's debts and liabilities (other than those to the Member), including the establishment of any necessary reserves;

(2) second, to the payment of any debts and liabilities to the Member; and

(3) third, any remaining property and assets of the Company shall be distributed to the Member.

(b) The Member shall look solely to the assets of the Company for all distributions with respect to the Company, including the return of his or her Capital Contributions and the Member's share of cash, and shall have no recourse therefore, upon dissolution or otherwise, against the Company.

7.3 Certificate of Cancellation

When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets have been distributed to the Member, a certificate of cancellation shall be filed as prescribed by the Alaska Commissioner of Commerce, Community & Economic Development.

ARTICLE VIII
ADDITIONAL MEMBERS

The Member may admit additional Members and determine the Membership Interest and Capital Contribution for each additional Member. Prior to the admission of an additional Member, this Agreement shall be amended to address the relative rights and obligations of the Members.

ARTICLE IX
AMENDMENT

This Agreement may be amended, restated or modified from time to time upon the unanimous consent of the Member.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Application of Alaska Law

This Agreement, and the application and interpretation hereof shall be governed exclusively by its terms and by the laws of the State of Alaska without regard to its choice of law or conflict of laws principles, and specifically by the Act.

10.2 Construction

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

10.3 Headings

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of it.

10.4 Successors and Assigns

All of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their respective successors and assigns.

10.5 Severability

If any provision of this Agreement or the application of that provision to any person, entity or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

10.6 Waivers

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

10.7 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10.8 Schedules

Schedule A is attached to and by this reference made part of this Agreement.

Executed by the Company and the Member effective as of the date first above written.

Canna Get Happy, LLC

_____
Troy Millhouse, Member

_____
Trout Millhouse, Member

_____ 4/2/25
Sandra D Millhouse, Member

Schedule A
Member and Contribution

Member	Capital Contribution	Value.	Membership Units	Membership%
Troy Millhouse 2339 E. Myrtle Ave. Wasilla, AK 99654	$25	$25	25	25%
Trout Millhouse 2339 E. Myrtle Ave. Wasilla, AK 99654	$25	$25	25	25%
Sandra Millhouse 2339 E. Myrtle Ave. Wasilla, AK 99654	$50	$50	50	50%