



# Public Notice

## Application for Marijuana Establishment License

**License Number:** 14581

**License Status:** Active-Operating

**License Type:** Limited Marijuana Cultivation Facility

**Doing Business As:** AK BEST BUDS LLC

**Business License Number:** 1058200

**Email Address:** rthand@mtaonline.net

**Latitude, Longitude:** 61.470198, -149.737999

**Physical Address:** 9551 s Starlight Ln.  
Wasilla, AK 99623  
UNITED STATES

### Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10065253

**Alaska Entity Name:** AK Best Buds LLC

**Phone Number:** 907-841-3271

**Email Address:** rthand@mtaonline.net

**Mailing Address:** 1934 West Church Ridge Dr.  
Wasilla, AK 99654  
UNITED STATES

### Entity Official #1

**Type:** Individual

**Name:** Ronald Hand

**Phone Number:** 907-841-3271

**Email Address:** rthand@mtaonline.net

**Mailing Address:** 1934 West Church Ridge Dr.  
Wasilla, AK 99654  
UNITED STATES

*Note: No affiliates entered for this license.*

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

**POSTING DATE** \_\_\_\_\_

# Alcohol & Marijuana Control Office

**License Number:** 14581

**License Status:** Active-Operating

**License Type:** Limited Marijuana Cultivation Facility

**Doing Business As:** AK BEST BUDS LLC

**Business License Number:** 1058200

**Designated Licensee:** Ronald Hand

**Email Address:** rthand@mtaonline.net

**Local Government:** Matanuska-Susitna Borough

**Local Government 2:**

**Community Council:** Knik-Fairview

**Latitude, Longitude:** 61.470198, -149.737999

**Physical Address:** 9551 s Starlight Ln.  
Wasilla, AK 99623  
UNITED STATES

## Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10065253

**Alaska Entity Name:** AK Best Buds LLC

**Phone Number:** 907-841-3271

**Email Address:** rthand@mtaonline.net

**Mailing Address:** 1934 West Church Ridge Dr.  
Wasilla, AK 99654  
UNITED STATES

## Entity Official #1

**Type:** Individual

**Name:** Ronald Hand

**Phone Number:** 907-841-3271

**Email Address:** rthand@mtaonline.net

**Mailing Address:** 1934 West Church Ridge Dr.  
Wasilla, AK 99654  
UNITED STATES

## Affiliate #1

**Type:** Individual

**Name:** Ronald Hand

**Phone Number:** 907-841-3271

**Email Address:** rthand@mtaonline.net

**Mailing Address:** 1934 West Church Ridge Dr.  
Wasilla, AK 99654  
UNITED STATES



Alaska Marijuana Control Board

# Form MJ-20: Renewal Application Certifications

**What is this form?**

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office **by each licensee** (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

## Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	AK Best Buds, LLC	License Number:	14581		
License Type:	Limited Marijuana Cultivation				
Doing Business As:	AK Best Buds, LLC				
Premises Address:	9551 S. Starlight Lane				
City:	Wasilla	State:	Alaska	ZIP:	99623

## Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Ronald W. Hand
Title:	Owner

## Section 3 – Violations & Charges

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

- |   |                                      |
|---|--------------------------------------|
| I certify that I have <b>not</b> been convicted of any criminal charge in the previous two calendar years.                          | Initials<br><input type="checkbox"/> |
| I certify that I have <b>not</b> committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years. | <input type="checkbox"/>             |
| I certify that a notice of violation has <b>not</b> been issued to this license between July 1, 2019 and June 30, 2020.             | <input type="checkbox"/>             |

Sign your initials to the following statement **only if you are unable to certify one or more of the above statements**:

- |  |                                      |
|--|--------------------------------------|
| I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b). | Initials<br><input type="checkbox"/> |
|--|--------------------------------------|

## Section 4 – Certifications

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

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

*[Handwritten initials]*

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

*[Handwritten initials]*

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

*[Handwritten initials]*

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

*[Handwritten initials]*

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

*[Handwritten initials]*

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

*[Handwritten initials]*

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

*[Handwritten initials]*

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

*Ronald W. Hand*  
Signature of licensee

*Victoria V. Oberly*  
Notary Public in and for the State of Alaska

Ronald W. Hand  
Printed name of licensee

My commission expires: 04-18-2022

Subscribed and sworn to before me this 26<sup>th</sup> day of June, 2020.

**VICTORIA V. OBERLY**  
 NOTARY PUBLIC  
 State of Alaska  
 My Commission Expires Apr. 18, 2022

September 16, 2020

Alaska Marijuana Control Board:

AK Best Buds, LLC #14581, received a total of 5 Notices of Violation (3AAC.306.805) for Delinquent Taxes, no other type of violations has ever been issued to date. The 5<sup>th</sup> Violation Notice issued on March 20, 2020 was addressed in my initial renewal application package. We established a payment plan with the Department of Revenue that began in October of 2019 for the months that Violations, 1, 2 and 3 were issued, July 2020, August 2020 and September 2020. That payment plan has been satisfied with the Department of Revenue. The Notice of Violation for February, of 2020 was included in our current payment plan with the Department of Revenue beginning July 15, 2020. As previously stated, the Cultivator is bearing an unfair tax burden. Up until a few months the price the cultivator was being paid, was substantially lower than I had planned for. After changing my business model, sales have been made to other cultivators who can take on the taxes and lower my obligations to the Revenue Department. AK Best Buds is current with the payment plan and all taxes due as of Sept. 16, 2020.

Sincerely,

A handwritten signature in blue ink that reads "Ronald W. Hand". The signature is fluid and cursive, with the first name "Ronald" being the most prominent part.

Ronald W. Hand

AK Best Buds, LLC #14581

Owner

## LEASE AGREEMENT

THE EFFECTIVE DAY OF THIS LEASE shall be the 1 day of January, 2020 by and between RYAN HAND, herein referred to as "Owner," and AK BEST BUDDS, LLC, an Alaska limited liability company, herein referred to as "Tenant." This Lease hereby nullifies any/all former lease agreements signed by Tenant for this property.

### WITNESSETH:

1. Premises. For and in consideration of the mutual covenants herein, Owner does lease/rent to Tenant and Tenant does hereby lease/rent from Owner the Premises legally described as:

9551 S. Starlight Lane  
Wasilla, AK 99623

2. Term. The term of this Lease shall be two (2) years, beginning January 1, 2020. After the term of the lease is up, the term shall continue month to month until 30 days advance notice of intent to vacate premises is provided in writing to Owner by Tenant or notice to quit is provided to Tenant by Owner. **Notice shall be given before the last day of the month prior to the last month of rental (i.e. if the last month of rental will be in December, notice to be given before end of November).** Owner and Tenant agree to review an extended term prior to the expiration of this Lease Agreement.

3. Rent.

(a) Monthly Rent. Tenant agrees to pay One Dollar (\$1.00) for rental of said Premises, on the first day of each calendar month.

(b) First Month. Rent shall begin on January 1, 2020.

4. Utilities. Tenant agrees to pay all charges for sewer, water, gas, electric and trash service. If Owner is required to pay for any utilities that are the responsibility of Tenant, Owner shall immediately be repaid by Tenant upon request.

5. Use. Tenant agrees to comply with all State and Federal laws regarding the use and occupancy of the Leased Premises.

6. Acceptance of Premises by Tenant. The Premises have been inspected and are accepted by Tenant in their present condition, and Tenant agrees to keep the Premises in a reasonably clean and sanitary condition. Any damage noted upon move-in inspection by Owner and Tenant shall be attached to this Lease Agreement and signed by all parties.

7. Yard/Snow Removal. Tenant shall maintain lawn in backyard and keep front dog yard cleaned up and maintained on a regular basis. Tenant shall also be responsible for snow and ice removal of the premises.

8. Maintenance and Repairs. Tenant shall be responsible for all maintenance, repairs and damages to the property and any improvements therein.

9. Alterations and Additions. Tenant shall not, without Owner's prior written consent, make any alterations, additions, or improvements to the Premises. Owner is not necessarily opposed to such, but Tenant *must* obtain prior written approval. Upon vacating the Premises, any repairs made necessary due to any alteration or addition to the premises to restore the space to its former appearance, unless specifically noted in Owner's written consent for alteration, shall be at Tenant's expense.

10. Assignment. Tenant shall not let or sublet the Residence, nor assign this Lease or any part thereof without the written consent of Owner. This Lease shall not be assignable by operation of law.

11. Multiple Tenants. Each Tenant is jointly and individually liable for all Lease Agreement obligations, including but not limited to rent monies. If any Tenant or their guest violates the Lease Agreement, all Tenant(s) are considered to have violated the Lease. Owner's requests and notices to any one Tenant constitute notice to all Tenants and guests. Notices and requests from any one Tenant (including repair requests and entry permissions) constitute notice from all Tenants. In eviction suits, each Tenant is considered the agent of all other Tenants in the Premise for service of process.

12. Access and Right of Entry. Owner and authorized representatives shall have the right to enter the Premises at reasonable times to perform necessary maintenance or make improvements to the Premises that Owner has the right or obligation to perform, and to serve or post any notices required or allowed under the provisions of this Lease. Owner shall provide Tenant with 24 hours notice for maintenance or repairs unless otherwise agreed upon, or unless immediate entry is necessary for the prevention of damage to the Premises.

13. Damage or Destruction. In the event of any damage to or destruction of the Premises resulting from any occurrence covered by the insurance provided in paragraph 14, Tenant shall promptly notify Owner of the nature and extent of such damage or destruction. Owner shall promptly restore, repair, replace, rebuild, or alter the same as near as possible to its value and character immediately prior to such damage or destruction; provided, however, that if the cost of restoring, repairing, or rebuilding any damage is in excess of the amount of insurance proceeds, then Owner shall have the right to rebuild at her expense, or to terminate the Lease; with the exception that if Owner so elects to terminate, Tenant may, at his/her option, require the Premises to be restored if he/she pays the cost which is in excess of the insurance proceeds.

14. Indemnity and Insurance.

(a) Insurance. Owner holds property insurance on 9551 S. Starlight Lane, Wasilla, Alaska to protect against its destruction or damage by fire, flood or other similar event and for liability claims subject to the limits of the policy. Owner does not maintain insurance covering Tenant's personal goods or earthquake insurance. Tenant shall be responsible for all losses of its personal property stored or kept at the premises and all losses to Tenant's personal property that are not covered by Owner's existing insurance policy. Tenant shall also assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect or accident during the tenure of this Lease that are not covered by Owner's existing insurance policy or which are in excess of policy limits.

(b) In case Owner shall, without fault on his part, be made a party to any litigation commenced by or against Owner, then Tenant shall protect and hold Owner harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Owner in connection with such litigation.

(c) Tenant agrees it will not permit any person or persons to use, exercise, carry on, or follow, in or upon the demised Premises, any common nuisance whatsoever, and that during the term covered by this Lease, they will not conduct or allow to be conducted on the demised premises, any business or occupation or activity whatsoever that would jeopardize the insurance carried by the Owner covering such property or that would increase in any way the premiums to be paid on the fire insurance covering such property.

15. Waiver of Subrogation. To the extent permitted by the applicable insurance carriers concerned, Owner, Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or casualty covered by insurance on the Premises or covered by insurance in connection with property on or activities conducted in or on the Premises regardless of the cause of the damage or loss.

16. Notices. Any notice required to be served in accordance with the terms of this Lease shall be sent electronically through email or text. If either party changes their email address or phone number, they must immediately notify the other party of the change. Under this Lease Owner may also post notices on the door of the premises at 9551 S. Starlight Lane, Wasilla, Alaska. This shall be deemed to be adequate alternative notice.

17. Termination. Tenant cannot terminate this Lease during the initial term absent material breach of this Lease by Owner. If Tenant moves prior to the end of the initial term, Tenant shall pay Owner the rent for the remainder of the term as well as any other sums due under the terms of this Lease. To terminate this lease after the initial term of this Lease, Tenant must give the Owner at least thirty (30) days prior written notice which must include a whole calendar month. If the Tenant does not give the full thirty (30) day notice, the Tenant shall be liable for rent up to the end of the thirty (30) day for which notice was required or to the date the Unit is re-rented, whichever date comes first.

Any termination of this Lease by the Owner must be carried out in accordance with Alaska law. During the initial term of this Lease, Owner may only terminate this lease for: (1) Tenant's failure to timely pay the rent as required by this lease; (2) Tenant's material non-compliance with any other terms of this Lease; and (3) Tenant's material breach of Tenant's obligations as stated in the Alaska Uniform Owner and Tenant Act.

18. Surrender of Premises. Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within Owner's reasonable judgment; or (b) all keys have been turned in to Owner – whichever comes first. Upon the expiration of the term hereof, Tenant shall surrender the Premises empty of all Tenant's personal belongings. If the premises is not cleaned to Owner's satisfaction, a cleaning service will be hired, the cost of which shall be charged to Tenant, including charges for removal of items left in or outside the property and any damages sustained to the property.

19. Nonwaiver of Breach. The failure of Owner to insist upon strict performance of any of the covenants and agreements of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such breach, or any other covenants or agreements, and the same shall remain in effect.

20. Holdover. If Tenant shall, with the written consent of Owner, holdover after the expiration of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Alaska. During such tenancy, Tenant agrees to pay to Owner the rental set forth above unless a different rate is agreed upon and to be bound by all of the terms, covenants, and conditions as set forth herein so far as applicable.

21. Waiver. No delay or omission in the exercise of any right or remedy of Owner on any default by Tenant shall impair such right or remedy or be construed as a waiver.

22. Removal of Property. In the event of any entry in or taking possession of the Premises, Owner shall have the right, but not the obligation, to remove from the leased Premises all personal property located therein and may store the same in any place selected by Owner, including, but not limited to, a public warehouse at the expense and risk of the owners thereof with the right to sell such stored property without notice to Tenant after it has been stored for a period of fourteen (14) days or more, the proceeds of such sale to be applied first to the cost of such sale; second to the payment of the charges for storage, if any; and third to the payment of any other sums of money which may then be due from Tenant to Owner under any of the terms hereof; the balance, if any, to be paid to Tenant.

23. Alaska Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Alaska. Venue for purposes of this Lease shall be in the Superior Court of the Third Judicial District, Anchorage, Alaska.

24. Integrated Agreement; Modification. This Lease contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

25. Severability. The unenforceability and invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

26. Costs and Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable actual attorney's fees and costs of suit.

27. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties, their successors, and assigns. Except as heretofore provided, no assignment made by Tenant shall be valid without the written consent of Owner having first been given thereto.

28. Jurisdiction and Venue. Any dispute over any aspect of this lease shall be brought in the courts of the State of Alaska at Anchorage in the Third Judicial District.

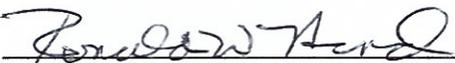
AGREED TO THIS 1 day of January 2020.

OWNER:

TENANT:

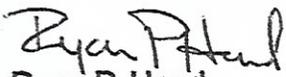
AK BEST BUDS, LLC,  
an Alaska limited liability company

  
\_\_\_\_\_  
Ryan Hand

  
\_\_\_\_\_  
Ronald W. Hand, Member-Manager

June 29, 2020

Tenant , AK Best Buds, LLC may use the garage as a limited grow facility, if for any reason the property must be seized by myself, I guarantee that I will not take into possession any marijuana and I will contact the Alaska Marijuana Control Enforcement Office for guidance immediately.



Ryan P. Hand

Landlord

(907) 841-5760

Department of Commerce, Community, and Economic  
Development

## CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database](#)

[Download / Corporations / Entity Details](#)

# ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	AK Best Buds LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10065253

**Status:** Good Standing

**AK Formed Date:** 8/3/2017

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2021

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

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

## Registered Agent

**Agent Name:** Ronald Hand

**Registered Mailing Address:** 1934 W CHURCH RIDGE DR, WASILLA, AK 99654

**Registered Physical Address:** 1934 W CHURCH RIDGE DR, WASILLA, AK 99654

## Officials

Show Former

AK Entity #	Name	Titles	Owned
	Ronald Hand	Manager, Member	100.00

## Filed Documents

Date Filed	Type	Filing	Certificate
8/03/2017	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
8/03/2017	Initial Report	<a href="#">Click to View</a>	
8/11/2017	Change of Officials	<a href="#">Click to View</a>	
12/19/2018	Biennial Report	<a href="#">Click to View</a>	

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**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

**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

December 20, 2019 to December 31, 2020  
for the following line(s) 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.

Julie Anderson  
Commissioner



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](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

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

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.

## 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

**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**.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick  
Commissioner



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](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

AK Entity #: 10065253  
Date Filed: 12/19/2018  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Limited Liability Company**

**2019 Biennial Report**

For the period ending December 31, 2018

Web-12/19/2018 2:02:24 PM

- This report is due on January 02, 2019
- \$100.00 if postmarked before February 02, 2019
- \$137.50 if postmarked on or after February 02, 2019

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 DR, WASILLA, AK 99654	100	Manager, Member

Purpose: Marijuana cultivation

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

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: Ronald Hand



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](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

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

FOR DIVISION USE ONLY

**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), here 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



THE STATE  
of **ALASKA**  
Department of Commerce, Community and Economic Development  
Division of Corporations, Business and Professional Licensing

**COR**

FOR DIVISION USE ONLY

**Corporations Section**

State Office Building, 333 Willoughby Avenue, 9<sup>th</sup> Floor  
PO Box 110806, Juneau, AK 99811-0806  
Phone: (907) 465-2550 • Fax: (907) 465-2974  
Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.Gov](http://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](http://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.

<b>1. Important:</b>	AS 10.50.765
<p>Each Domestic Limited Liability Company is required to notify this office when there is a change of officials. — AS 10.50.765</p> <p>Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.</p> <p>The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes. — AS 10.50.860-.870</p>	

<b>2. Fee:</b>	<input checked="" type="checkbox"/> \$25 Nonrefundable Filing Fee (CORF)	3 AAC 16.065(b)
<p>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.</p>		

<b>3. Entity Information:</b>	AS 10.50.765
<p>Entity Name: <u>AK Best Buds, LLC</u></p> <p>Alaska Entity Number: <u>10065253</u></p>	

**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.*

# 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: \_\_\_\_\_

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.



THE STATE  
of **ALASKA**  
Department of Commerce, Community and Economic Development  
Division of Corporations, Business and Professional Licensing

**COR**

FOR DIVISION USE ONLY

**Corporations Section**  
State Office Building, 333 Willoughby Avenue, 9<sup>th</sup> Floor  
PO Box 110806, Juneau, AK 99811-0806  
Phone: (907) 465-2550 • Fax: (907) 465-2974  
Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.Gov](http://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

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

<b>Contact Person</b>		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	

<b>Document Return Address</b>		Provide an address for the return of your filed documents.
<input checked="" type="checkbox"/> Return my filings to the address provided ABOVE <input type="checkbox"/> Return my filings to this address provided BELOW		
Company:		
Contact:		
Mailing Address:	Address: 1934 W. Church Ridge Drive	
	City: Wasilla	State: ZIP: 99654

Date/Time : 08-10-2017 05:18 PM  
 Model Name : X4250LX  
 Machine Serial Number : 28SXB1AG70001FV  
 Host Name : SEC30CDA7618706  
 Fax Name : Choquette & Farleigh  
 Fax Number : 907 274 9819

Job Information

Job No. : 5786 User : Local User  
 Submission Date/Time : 08-10-2017 05:15 PM Completed Time : 08-10-2017 05:18 PM  
 Total Destinations : 1

File Settings

Number of Images : 5 Page(s) Resolution : Standard  
 File Name : File Format :  
 Bytes Filed :

Destinations

Type	To	Duration	Pages	Status	Reason
Fax	19074652974	02'47"	5	Success	
	Total Duration :	02'47"			



CREDIT CARD PAYMENT

For priority purposes please do not attach credit card information. Fax or mail this credit card payment form to the Division. Completion of this form is not proof of payment until the Division processes the information. If any information on this form is illegible, the form will be rejected.

Name of Applicant or Licensee: AK Best Buys, LLC

Type of License: \_\_\_\_\_ License Number (if applicable): 12066252

I wish to make payment by credit card for the following license or fee type: Annual

Application Fee: Change of Officer (C/O) Amount: \$25.00

License or Renewal Fee: \_\_\_\_\_

Other (name change, seal certificate, fee, duplicate forms, exam, etc.): \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

Total: \$25.00

Name (as shown on credit card): Richard W. Adams

Mailing Address: 1034 W. Church Ridge Dr., Wasilla, AK 99584

Phone: 907-861-3271 Email (optional): \_\_\_\_\_

Credit Card Type:  VISA  MasterCard

Signature of Credit Card Holder: Richard W. Adams

VISA or Mastercard Number: 476424886647150 Expiration Date: 03/14

This system will not be responsible for processing of the payment.

MINUTES OF THE ORGANIZATIONAL MEETING

OF

AK Best Buds, LLC

The organizational meeting of AK Best Buds, LLC, (herein the "Company") was held on August 10, 2017, at the offices of Choquette & Farleigh, LLC, 629 L Street, Suite 101, Anchorage, Alaska for the purpose of adopting the Operating Agreement and performing other business as shall be deemed necessary to complete the organization of the Company and carrying on any other business brought before the meeting.

Present was Ronald W. Hand, who will be member of the Company. Also present was: William L. Choquette, counsel for the Company.

William L. Choquette reported that the Department of Commerce & Economic Development of the State of Alaska had filed the Articles of Organization for the Company on August 3, 2017, and returned the document copy with the Certificate of Organization and the filing fee receipt.

William L. Choquette, presented a proposed Operating Agreement. Ronald W. Hand duly

RESOLVED: That the Operating Agreement be approved and signed by the Members and that it be inserted in the Company's book of minutes.

Ronald W. Hand suggested that he manage the affairs of the company consistent with the terms of the Operating Agreement. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED: That Ronald W. Hand, would be the Manager of the Company.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED: That the Company would not issue Certificates of Ownership at this time. Ownership of the Company shall be as stated in the Operating Agreement.

Ronald W. Hand, duly

RESOLVED: That an initial contribution as stated on Exhibit A of the Operating Agreement would be made by the Member the Company.

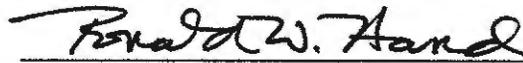
Ronald W. Hand, duly noted that Denali Federal Credit Union was chosen for the bank of the Company. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED: That Denali Federal Credit Union is designated as the bank of, and depository for, the funds of the corporation, which funds may be withdrawn on checks, drafts, receipts or advices of debit given or signed in the company name by the following individuals: Ronald W. Hand, Member-Manager. Said Bank is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any person or persons signing the same.

The Member shall consult with his accountant and shall make the election of how the Company will be taxed.

There being no further business to conduct, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Dated: August 10, 2017.

  
\_\_\_\_\_  
Ronald W. Hand, Member-Manager

# 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

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 31<sup>st</sup> 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,

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.

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

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

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

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

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.

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,

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 from 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

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

EXHIBIT A

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



**Matanuska-Susitna Borough Business License #: 30922**

**350 E. Dahlia Ave, Palmer, Alaska 99645**

**Effective Date: DEC 19 2018**

**Expiration Date: DEC 31 2020**

**This license must be prominently displayed.  
It is not transferable or assignable.**

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 of Alaska or the United States.

DEPARTMENT OF FINANCE

**AK BEST BUDS LLC  
RONALD W. HAND  
1934 West Church Ridge Dr.  
Wasilla, AK 99654**

**Business Location(s): Wasilla**

This is to certify that the licensee named above holds a Matanuska-Susitna Borough business license covering the period listed above.

Detach Here

Alaska Business License # 1058200

**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

**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

December 20, 2019 to December 31, 2020  
for the following line(s) 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.

Julie Anderson  
Commissioner



Received by MICO 6/23/20