

Alcohol & Marijuana Control Office

Initiating License Application

4/21/2021 10:49:31 AM

License Number: 17692**License Status:** Active-Operating**License Type:** Limited Marijuana Cultivation Facility**Doing Business As:** MR. HAPPY FARMS LLC.**Business License Number:** 1066543**Designated Licensee:** Matthew Shelton**Email Address:** msmatt02@gmail.com**Local Government:** Matanuska-Susitna Borough**Local Government 2:****Community Council:** North Lakes**Latitude, Longitude:** 61.625411, -149.344117**Physical Address:** 3900 N. Sierra St.
Wasilla, AK 99654
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10077535**Alaska Entity Name:** Mr. Happy Farms LLC.**Phone Number:** 907-854-2247**Email Address:** mrhappyfarmsak@gmail.com**Mailing Address:** 17851 Yellowstone Dr.
Eagle River, AK 99577
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Matthew Shelton**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-854-2247**Email Address:** msmatt02@gmail.com**Mailing Address:** 17851 Yellowstone dr.
Eagle River, AK 99577
UNITED STATES**Note:** No affiliates entered for this license.



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:	Mr. Happy Farms LLC	License Number:	17692		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Mr. Happy Farms LLC				
Premises Address:	3900 N Sierra St				
City:	Wasilla	State:	AK	ZIP:	99654

Section 2 – Individual Information

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

Name:	Matthew Shelton
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:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

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

Initials

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).



Form MJ-20: Renewal Application Certifications

Section 4 – Certifications & Waiver

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.

MS

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.

MS

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

MS

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

MS

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

MS

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.

MS

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.

MS

I, Matthew Shelton, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

MS

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.

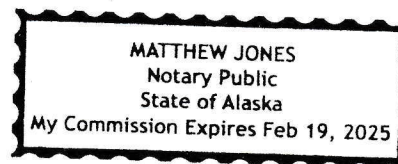
[Signature]
Signature of licensee

[Signature]
Notary Public in and for the State of Alaska

MATTHEW Shelton
Printed name of licensee

My commission expires: 02/14/2025

Subscribed and sworn to before me this 23rd day of April, 2021.



GROUND LEASE

THIS LEASE is made this 10th day of April, 2018, by and between Thomas & Taralyn Dicus, landowners ("Landlord"), and KLS Development LLC, an Alaska limited liability company ("Tenant").

1. Premises. Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed, and observed by Tenant, does hereby let, lease, and demise to Tenant the unimproved real estate located in the Palmer Recording District, Third Judicial District, State of Alaska, commonly known as 3900 N Sierra Street, Wasilla, Alaska 99654, and more particularly described as follows:

Shaw's Tri-Lks #4 Block 1, Lot 6 (partial – approximately 1200 sqft of the lot)

2. Appurtenances, Etc. Landlord leases and grants to Tenant all easements, parking and loading rights, right of ingress and egress during reasonable work hours, improvements, fixtures, and appurtenances now or hereafter belonging or appertaining to the leased premises.
3. Purpose. Landlord acknowledges that Tenant intends to sublease the leased property for a marijuana cultivation establishment and agrees to the use as such.
4. Term. Lease commencement date shall be the date that this Lease has been fully executed by the parties, but in no event later than May 1, 2018. Lease expiration date shall be May 31, 2028.
 - a) Holding Over. In the event that Tenant holds over at or after the end of the term, or any extended term, the tenancy shall be deemed a month-to-month tenancy commencing on the first day of the holding over period.
 - b) Early Termination. Tenant shall have the right to terminate this Lease by providing sixty (60) day written notice to Landlord.
5. Rental Amount. Beginning on the first of the month following the first product sale by Mr. Happy Farms LLC and continuing on the first day of each calendar month, Tenant shall pay Landlord monthly rent in an amount of \$1,000.00. Tenant shall also pay all charges for water, gas, sewer, electricity, power, or other public utility services for leased premises rendered during the term of this Lease, and any extended term, as such charges become due. Landlord shall pay the real property taxes for the leased premises.
 - a) Late Payment. If any rent or other sum due from Tenant is not received within ten (10) calendar days of the due date, Tenant shall pay to Landlord as a late charge an additional sum of five percent (5%) of such overdue payment.
 - b) Security Deposit. Landlord waives any requirement for Tenant to post a security deposit.
6. Compliance with Laws, Care of Premises. Tenant agrees that it shall keep the leased premises in good working order, condition, and repair appropriate for buildings of similar construction and class in the area.

- a) All buildings, structures, and permanent improvements shall remain the property of Tenant until the termination of the Lease. At the expiration or termination of the term of the Lease, or any extended term thereof, Landlord may, at its option, become the owner of all buildings, structures, and improvements located on the premises without any obligation to pay therefor.
 - b) Upon termination by expiration of time or otherwise of this Lease, or of any renewal thereof, or at any prior time, Tenant shall have the right to remove all trade fixtures and other movable items of personalty, provided that any damage caused to the leased premises by reason of such removal shall be paid by Tenant.
7. Quiet Enjoyment. Provided Tenant is not in default hereunder, Landlord covenants that Tenant shall have peaceful and quiet enjoyment of the leased premises without hindrance on the part of Landlord, and that Landlord will warrant and defend Tenant in the peaceful and quiet enjoyment of the demised premises.
8. Default. In the event of a default on the lease terms by the Tenant, the Landlord agrees that it will not take possession of or remove marijuana from the premises. If this becomes necessary, Landlord will contact the Alcohol & Marijuana Control Office.
9. Assignment or Subletting. Tenant shall not sublet the leased premises, or any part thereof, or assign this Lease, or any part thereof, without the prior written consent of Landlord to such subletting or assignment, which shall not be unreasonably withheld. Tenant shall further have the right to sublease all or any portion of space in the building to be constructed upon the premises.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement the day and year first hereinabove written.

TENANT

KLS DEVELOPMENT LLC

By



LANDLORD

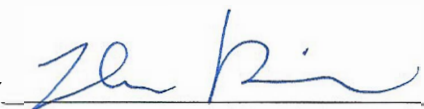
THOMAS J. DICUS

By



TARALYN DICUS

By



GROUND SUBLEASE

THIS LEASE is made this 10th day of April, 2018, by and between KLS Development LLC, an Alaska limited liability company and ground leaseholder ("Landlord"), and Mr. Happy Farms LLC, an Alaska limited liability company ("Tenant").

1. Premises. Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed, and observed by Tenant, does hereby let, lease, and demise to Tenant the unimproved real estate located in the Palmer Recording District, Third Judicial District, State of Alaska, commonly known as 3900 N Sierra Street, Wasilla, Alaska 99654, and more particularly described as follows:

Shaw's Tri-Lks #4 Block 1, Lot 6 (partial – approximately 1200 sqft of the lot)

2. Appurtenances, Etc. Landlord leases and grants to Tenant all easements, parking and loading rights, right of ingress and egress during reasonable work hours, improvements, fixtures, and appurtenances now or hereafter belonging or appertaining to the leased premises.
3. Purpose. Landlord acknowledges that Tenant intends to use the leased property for a marijuana cultivation establishment and agrees to the use as such.
4. Term. Lease commencement date shall be the date that this Lease has been fully executed by the parties, but in no event later than May 1, 2018. Lease expiration date shall be May 31, 2028.
 - a) Holding Over. In the event that Tenant holds over at or after the end of the term, or any extended term, the tenancy shall be deemed a month-to-month tenancy commencing on the first day of the holding over period.
 - b) Early Termination Due to Lack of License. If Tenant is unsuccessful in securing necessary approvals, licenses, and/or permits for legal marijuana cultivation, Tenant shall have the right to terminate this Lease by providing sixty (60) day written notice to Landlord.
 - c) Termination Due to Change in Law or License. In the event there are changes in state or federal law or policy that make the business of Tenant illegal under state law or otherwise not feasible to engage in or the Tenant's license becomes inactive with the State, Tenant may, upon ninety (90) days written notice to Landlord, terminate this lease.
5. Rental Amount. Beginning on the agreed upon rent commencement date and continuing on the first day of each calendar month, Tenant shall pay Landlord monthly rent in an amount of \$1,000. Tenant shall also pay all charges for water, gas, sewer, electricity, power, or other public utility services for leased premises rendered during the term of this Lease, and any extended term, as such charges become due. Land owner shall pay the real property taxes for the leased premises.
 - a) Late Payment. If any rent or other sum due from Tenant is not received within ten (10) calendar days of the due date, Tenant shall pay to Landlord as a late charge an additional sum of five percent (5%) of such overdue payment.

b) Security Deposit. Landlord waives any requirement for Tenant to post a security deposit.

6. Compliance with Laws, Care of Premises. Tenant agrees that it shall keep the leased premises in good working order, condition, and repair appropriate for buildings of similar construction and class in the area.

a) All buildings, structures, and permanent improvements shall remain the property of Tenant until the termination of the Lease. At the expiration or termination of the term of the Lease, or any extended term thereof, Landlord may, at its option, become the owner of all buildings, structures, and improvements located on the premises without any obligation to pay therefor.

b) Upon termination by expiration of time or otherwise of this Lease, or of any renewal thereof, or at any prior time, Tenant shall have the right to remove all trade fixtures and other movable items of personalty, provided that any damage caused to the leased premises by reason of such removal shall be paid by Tenant.

7. Quiet Enjoyment. Provided Tenant is not in default hereunder, Landlord covenants that Tenant shall have peaceful and quiet enjoyment of the leased premises without hindrance on the part of Landlord, and that Landlord will warrant and defend Tenant in the peaceful and quiet enjoyment of the demised premises.

8. Default. In the event of a default on the lease terms by the Tenant, the Landlord agrees that it will not take possession of or remove marijuana from the premises. If this becomes necessary, Landlord will contact the Alcohol & Marijuana Control Office.

9. Assignment or Subletting. Tenant shall not sublet the leased premises, or any part thereof, or assign this Lease, or any part thereof, without the prior written consent of Landlord to such subletting or assignment, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement the day and year first hereinabove written.

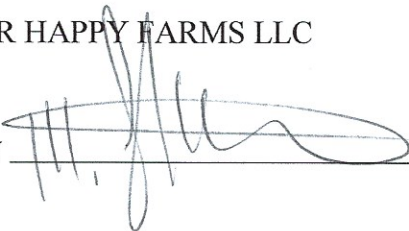
TENANT

LANDLORD

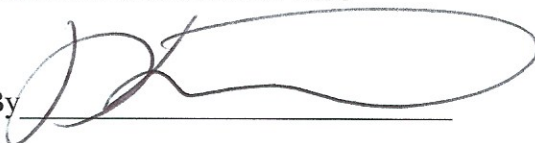
MR HAPPY FARMS LLC

KLS DEVELOPMENT LLC

By



By



**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
MR. HAPPY FARMS, LLC
(Revised April 20, 2020)**

**ARTICLE I
Company Formation**

1.1 **FORMATION.** The undersigned Members hereby form a Limited Liability Company ("Company") subject to the provisions of the laws of the state of Alaska as currently in effect as of this date or hereafter amended.

1.2 **NAME.** The name of the Company shall be: MR. HAPPY FARMS, LLC.

1.3. **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Matthew Shelton
17851 Yellowstone Drive
Eagle River, AK 99577

1.4 **TERM.** The Company shall continue for a perpetual period unless,

(a) The Members holding all of the Ownership Units (defined below) in the Company unanimously vote for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alaska.

1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member holding Ownership Units in the Company, said remaining Member(s) shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member(s) holding Ownership Units within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that Member desires.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to engage in a marijuana cultivation facility operation under the laws of the State of Alaska.

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

3900 N. Sierra Street
Wasilla, AK 99654

1.8 **THE MEMBERS.** The name and place of residence of each Member are contained in Exhibit A attached to this Agreement.

1.9 **MANAGER MANAGED.** The Company shall be manager-managed, with the initial Manager being Matthew Shelton.

1.10 **UNITS.** The Company shall originally issue 1000 (one thousand) units of ownership in the Company (the "Units"). Units shall be designated as either full ownership units "Ownership Units" or economic interest units "Economic Interest Units" at the time of issuance. A Member holding Ownership Units shall be entitled to vote those Units with regard to any matter(s) upon which the Company's Members are entitled to vote under this Agreement. A Member holding Economic Interest Units, however, shall be prohibited from voting on any such matters, and shall be limited to the distribution of economic profits and losses consistent with their ownership of Units in the Company as may be otherwise set forth in this Agreement. The determination as to whether Units issued hereunder shall be designated as Ownership Units or Economic Interest Units shall be made by a unanimous determination of the Members holding the outstanding Ownership Units upon the issuance of such Units or at any time thereafter.

1.12 **VOTING OF UNITS.** Except as otherwise provided in this Operating Agreement, or to the extent voting rights of units of any class or classes are limited or denied by the Operating Agreement or Articles of Formation, on each matter submitted to a vote at a meeting of Members, each Member shall have one vote for each unit of ownership registered in his/her name in the books of the Company. A Member may vote either in person or by written proxy executed by the Member or his/her duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

1.13 **ACTIONS BY UNITHOLDERS WITHOUT A MEETING.** Any action required or which may be taken at a Members' meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by all Members entitled to vote with respect to the subject matter thereof. Such consent shall be inserted in the minute book as if it were the minutes of a meeting of the Members.

ARTICLE II

Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit B attached to this Agreement along with the terms and conditions as set forth in this Agreement, Exhibit B inclusive.

2.2 **ADDITIONAL CONTRIBUTIONS.** No Member shall be obligated to make any additional capital contributions to the Company.

ARTICLE III
Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on a quarterly basis by the Manager(s), and those net profits or net losses shall be allocated to the Members in proportion to the number of Units each Member holds in the Company.

3.2 **DISTRIBUTIONS.** The Manager shall distribute all available funds of the Company on a quarterly basis within each calendar year subject to the Company's existing, ongoing and anticipated liabilities, obligations and responsibilities. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Manager, including obligations and liabilities owed to the individual Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV
Management

4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of the Manager is attached as Exhibit C of this Agreement. By a unanimous vote of the Members, the Members shall elect the Manager.

4.2 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to the management of all or any part of the Company's assets; *provide*, however, that the following company actions shall be engaged in or undertaken only upon the consent of the Members holding a majority of the Units entitled to be voted hereunder this Agreement: (a) the borrowing of money and the granting of security interests in the Company's assets; (c) the pre-payment, refinancing, extension or material modification of any loan affecting the Company's assets; and (d) the compromise or release of any of the Company's claims or debts. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing. No member of the Company shall be hired as an employee of the Company, without the unanimous written approval from all Members of the Company.

4.3 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Manager may designate. The Manager shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for claims arising from or related to the nominee's willful misconduct.

4.4 **EXCULPATION.** Any act or omission of the Manager, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

4.5 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he or she acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.8 **RECORDS.** The Manager shall cause the Company to keep the following:

(a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(c) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 **REIMBURSEMENT.** The Company shall reimburse the Manager or Members for all reasonable direct out-of-pocket expenses incurred by them for the benefit of the Company. If such expense incurred is to exceed \$250.00, any Member incurring such expense shall obtain in advance of incurring such expense the written approval from the Company's Manager.

ARTICLE VI

Bookkeeping

6.1 **BOOKS.** The Manager shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at such other place as the Manager shall determine from time-to-time. Such books shall be kept on such method of

accounting as the Manager shall select. The company's accounting period shall be the calendar year.

6.2 MEMBER'S ACCOUNTS. The Manager shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased or decreased by:

- (a) Any additional capital contribution made by him/her;
- (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
 - (i) Distributions to him/her in reduction of Company capital;
 - (ii) The Member's share of Company losses if charged to his/her capital account.

6.3 REPORTS. The Manager shall close the books of account after the close of each calendar year, and shall prepare and send to each member an annual accounting of the Company's financial matters, which accounting shall include, specifically, a statement of such Member's distributive share of income and expense for income tax reporting purposes.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by the Member/Manager, together with Exhibit A, Exhibit B and Exhibit C (if any), included constitutes the Operating Agreement of MR. HAPPY FARMS, LLC, adopted by the members effective as of this 20th day of April, 2020.

Members:

MATTHEW SHELTON



Signature of Member

EXHIBIT A

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
MR. HAPPY FARMS, LLC**

LISTING OF MEMBERS

Effective as of this 20th day of April, 2020, the following is a list of Members of the Company and their respective ownership interest – the number of Units held by each Member in the Company:

Name: MATTHEW SHELTON

Percent 100.00%

Address: 17851 Yellowstone Drive, Eagle River, AK 99577

MATTHEW SHELTON



Signature of Member

EXHIBIT B

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
MR. HAPPY FARMS, LLC**

CAPITAL CONTRIBUTION

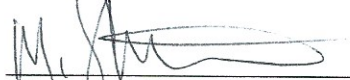
Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated as follows:

Matthew Shelton shall contribute the sum of approximately \$50,000 - \$75,000 as his initial Capital Contribution to the Company. Payments towards Matthew's contribution will be made on a regular basis as agreed by the members and shall continue until such time as Matthew's contribution is repaid in full. Such payments will be determined by the members and in consideration of disbursements made to members during the quarter and any amounts needed for upcoming expenses and agreed upon growth investments.

Each of the Members set forth below shall contribute to the Company his/her time, talents, resources and efforts.

SIGNED AND AGREED effective this 20th day of April, 2020.

MATTHEW SHELTON



Signature of Member

EXHIBIT C

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
MR. HAPPY FARMS, LLC**

LISTING OF MANAGER(S)

By a majority vote of the Members the following Manager was elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

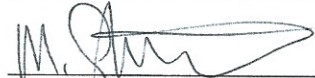
Name: Matthew Shelton

Address: 17851 Yellowstone Dr, Eagle River, AK 99577

The above listed Manager will serve in his capacity until he may be removed as set forth in this Agreement.

Signed and agreed effective this 20th day of April, 2020.

MATTHEW SHELTON

A handwritten signature in dark ink, appearing to read 'M. Shelton', is written over a horizontal line.

Signature of Member