

License Number: 19277

License Status: Active-Operating

License Type: Retail Marijuana Store

Doing Business As: THE HERBAL CACHE LLC

Business License Number: 1078189

Designated Licensee: Brent Carse

Email Address: Ak.powder@hotmail.com

Local Government: Anchorage (Municipality of)

Local Government 2:

Community Council: Girdwood

Latitude, Longitude: 60.963400, -149.135900

Physical Address: 158 Holmgren Place Suite 101
Girdwood, AK 99587
UNITED STATES

Licensee #1	Entity Official #1
Type: Entity	Type: Individual
Alaska Entity Number: 10089476	Name: Brent Carse
Alaska Entity Name: The Herbal Cache LLC	SSN: [REDACTED]
Phone Number: 907-764-7108	Date of Birth: [REDACTED]
Email Address: Ak.powder@hotmail.com	Phone Number: 907-764-7108
Mailing Address: PO Box 822 Girdwood, AK 99587 UNITED STATES	Email Address: Ak.powder@hotmail.com
	Mailing Address: PO Bo 822 Girdwood, AK 99587 UNITED STATES

Affiliate #1
Type: Individual
Name: Brent Carse
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-764-7108
Email Address: Ak.powder@hotmail.com
Mailing Address: PO Bo 822 Girdwood, AK 99587 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:	The Herbal Cache, LLC	License Number:	19277		
License Type:	Marijuana Retail				
Doing Business As:	The Herbal Cache LLC				
Premises Address:	158 Holmgren pl Ste 101				
City:	Girdwood	State:	Ak	ZIP:	99587

Section 2 – Individual Information

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

Name:	Brent Carse
	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).

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**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.

BC

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.

BC

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

BC

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

BC

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

BC

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.

BC

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.

BC

I, Brent Carse, 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.

BC

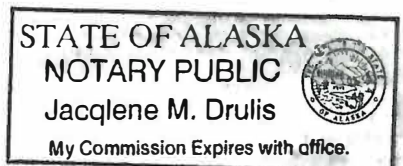
As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide 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 of licensee

Notary Public in and for the State of Alaska

Brent Carse

Printed name of licensee

My commission expires: with officeSubscribed and sworn to before me this 13 day of May, 2021.

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MAY 13 2021

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective NOVEMBER 15, 2018, by and between GIRDWOOD COMMUNITY NEEDS CENTER, LLC (GCNC), ("Landlord"), AND THE HERBAL CACHE LLC ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as THE LAUNDROMALL. 158 HOLMGREN PLACE, GIRDWOOD, ALASKA 99587 and legally described as follows (the "Building"): Block 1, Lot 11, New Girdwood Townsite, Girdwood, Alaska 99587.

Landlord makes available for lease a portion of the Building designated as Suite 101 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of THREE (3) YEARS, beginning NOVEMBER 15, 2018 and ending MARCH 14, 2022 or sooner. Subsequently, the lease commencement date will start earlier if and when the lease premises are available. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of THREE (3) YEARS. Tenant shall exercise such renewal option, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

- A. Tenant shall pay to Landlord during the Initial Term rental of Twenty-Eight Thousand Two hundred (\$28,200.00) dollars per year, payable in installments of Two Thousand Three Hundred Fifty (\$2,350.00) per month for the first lease year. Second year rent beginning NOVEMBER 15, 2019 shall be \$2400 per month and year three monthly rent shall be \$2,450. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at PO BOX 501, Girdwood, Alaska, 99587 or hand deliver or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.
- B. If option to renew is elected, monthly rent for the option period shall be a mutually agreed amount six (6) months prior to the expiration of the lease term.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall not have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not

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sublease all or any part of the Leased Premises or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises and shall pay twenty two percent (22%) of any increases in real estate property taxes over the base amount over 2017 tax bill of \$3,878.00. Landlord to submit copies of Municipal Property Tax bills if there is a chargeable tax increase.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to

notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Landlord shall pay all charges for water, sewer and electricity. Tenant shall be responsible for gas. Tenant shall not use equipment or devices that utilize excessive electrical energy which would cause a substantial increase in electricity costs or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Excessive energy costs shall be borne by Tenant.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Common Area Maintenance (C.A.M.)

Tenant shall be responsible for one third (33%) of the cost for snow removal and shall purchase one (1) box of toilet paper and one box (1) hand towels per year.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

Tenant shall be responsible for damaged incurred to the building if such damage is directly related to a break-in or an attempted break-in to the leased space.

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15. Default and Possession.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter and take possession said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

Landlord agrees that The Herbal Cache, LLC retains sole rights to any marijuana or its derivatives in said premises that might be subject to repossession. The Landlord agrees that he shall not take possession of or remove any marijuana from the premises for any reason. The Landlord and Lessee acknowledge and agree that AMCO will be contacted in the event this is necessary.

Any default notice sent to Lessee shall be sent simultaneously to AMCO at 550 W. 7th Ave., #1600, Anchorage, AK 99501.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or atoning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit and Additional Deposit.

The Security Deposit or one month rent (\$2350) and an Additional Deposit for a last month's rent (\$2350) shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's

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covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental but may be used as a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Other. Tenant shall provide a copy of a \$1,000,000 general liability policy listing Girdwood Community Needs Center, LLC

21. Non-Sufficient Funds. Tenant shall be charged \$35.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all Late Payments provisions included in this lease. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Lease.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three returned checks in any twelve month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

22. Late Payments. For any payment that is not paid within three (3) days after its due date, Tenant shall pay a late fee of \$35.00.

23. Termination upon Sale of Premises. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 180 day written notice to Tenant that the Premises have been sold.

24. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, or hand delivered, addressed as follows:

If to Landlord:

Daniel Pfister
GCNC
PO Box 501
Girdwood, AK

If to Tenant:

Brent Carse
The Herbal Cache, LLC
PO Box 822
Girdwood, AK 99587

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

25. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

26. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default

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other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

27. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

28. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

29. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

30. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

31. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un reimbursed balance plus accrued interest to Tenant on demand.

32. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

33. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

34. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska.

35. Hold Harmless.

Lessee shall save and hold Lessor, its officers, directors, employees, agents, contractors and subcontractors harmless for any and all injuries, damages, claims, costs and expenses arising out of the Lessee's operations or

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caused by the Lessee's officers, directors, employees, agents, contractors, or subcontractors, and arising out of the premises occupied by the Lessee and not attributable to the sole negligence of Lessor.

36. ATM Restrictions.


Tenant shall be restricted from operating an ATM machine in the leased premises during the term of this lease.

37. Escapement Clause

If Tenant fails to receive an application approval for a marijuana dispensary, the lease term shall terminate after one year on November 14, 2019.

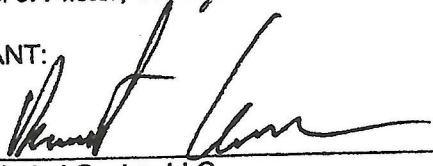
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:


Girdwood Community Needs Center, LLC (GCNC)
Daniel J. Pfister, 100% Member

11/14/18
DATE

TENANT:


The Herbal Cache, LLC
Brent Carse, 100% Member

Limited Liability Company Operating Agreement ("Operating Agreement")

For

The Herbal Cache LLC

ARTICLE I Company Formation

1.1 FORMATION. The Member elected to form a Limited Liability Company ("Company") subject to the provisions of the Alaska Revised Limited Liability Company Act ("Act") as currently in effect on August 10, 2018. The Articles of Organization were filed with the State of Alaska on August 10, 2018 and the Certificate of Organization was issued by the State of Alaska on the same day.

1.2 NAME. The name of the Company is: The Herbal Cache LLC

1.3 REGISTERED AGENT. The name and location of the registered agent of the Company is:

Brent Carse
P.O. Box 822
Girdwood, Alaska 99587

1.4 TERM. The Company shall continue for a perpetual period unless a Member whose capital interest exceeds 50 percent votes for dissolution.

1.5 BUSINESS PURPOSE. The purpose of the Company is to conduct any lawful business.

1.6 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company is:

Brent Carse
158 Holmgren Place
Girdwood, Alaska 99587

The principal place of business of the Company may be changed to any location selected by the Member.

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1.7 THE MEMBERS. The name and address of the Member is noted below. If additional Members are admitted to the Company pursuant to ARTICLE 1.8, an exhibit may be appended to this Agreement or in the Company records stating the name and address of the new Member.

1.8 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in this Agreement, no additional Members shall be admitted to the Company through issuance of a new interest in the Company without the written consent of the Member.

ARTICLE II

Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Member shall initially contribute to the Company one thousand dollars (\$1,000.00) and a promise to contribute money, property, or services in the future.

2.2 ADDITIONAL CONTRIBUTIONS. The Member may make additional capital contributions to the Company at any time. Such additional contributions may be described in an exhibit appended to this Agreement or in the Company records as the contributions are made.

ARTICLE III

Profits, Losses, and Distributions

3.1 PROFITS AND LOSSES. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis.

3.2 DISTRIBUTIONS OF AVAILABLE FUNDS. The Company shall determine available funds. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities (both actual and contingent) as determined by the Company. The Company may, but is not required to, distribute the available funds. The Company may retain the available funds in the Company. The decision to distribute available funds and/or the amount of the distribution, if any, are committed to the unfettered discretion of the Company. Distributions in liquidation of the Company or in liquidation of the Member's interest shall be made in accordance with applicable law in effect at that time.

3.3 NONLIABILITY OF MEMBER. No member of the Company shall be personally liable for the torts, contracts, debts, expenses, commitments, obligations, liabilities, and/or judgments of the Company or for any action, suit and/or proceeding asserted, brought and/or maintained against the Company.

ARTICLE IV

Management

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4.1 MANAGEMENT OF THE COMPANY. The Member, within the authority granted by the Act and the terms of this Agreement, shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

4.2 MEMBERS. Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by the Member.

4.3 THIRD PARTIES. Third Parties dealing with the Company are entitled to rely conclusively upon the power and authority of the Member to manage and operate the Company.

4.4 RECORDS. The Member of the Company may keep the following records at a location determined by the Member:

- a. A current list of the full name and address of each Member including the capital interest of each Member; and
- b. A copy of the Certificate of Organization and the Company Operating Agreement with all exhibits and amendments; and
- c. Copies of the Company's federal and state income tax returns and reports, if any, for the three most recent years; and
- d. Copies of any financial statements or bookkeeping records.

ARTICLE V

Compensation

5.1 ORGANIZATION EXPENSES. All expenses incurred in connection with organization of the Company shall be paid by the Company or reimbursed to the Member upon presentation of valid receipts.

5.2 SALARY. No salary shall be paid to the Member for the performance of the duties under this Agreement.

5.3 REIMBURSEMENTS. The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by him in managing the Company.

ARTICLE VI

Bookkeeping, Capital, And Banking

6.1 LEGAL AND ACCOUNTING SERVICES. The Company may obtain legal and accounting services to the extent reasonably necessary to conduct the Company's business.

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6.2 ACCOUNTING METHODS. The Member shall maintain complete and accurate books of account of the Company's affairs at a location determined by the Member. The Company shall use the cash method of accounting. The Company's accounting period shall be the calendar year.

6.3 TAX CLASSIFICATION. The Company shall be initially classified as a Subchapter S corporation.

6.4 MEMBER'S ACCOUNT. The Company will maintain a capital account for the Member on a cumulative basis in accordance with federal income tax accounting principles. The capital of the Member shall consist of the Member's original contribution of capital, as described in ARTICLE II, and increased by additional capital contributions.

6.5 BANKING. All funds of the Company will be deposited in a separate bank account or accounts in the name of the Company. The type, location, and number of accounts will be determined by the Member. Company funds will be invested or deposited with an institution whose accounts or deposits are insured or guaranteed by an agency of the United States government.

ARTICLE VII

Transfers

7.1 ASSIGNMENT. If at any time a Member proposes to sell, assign, or otherwise dispose of all or any part of the Member's interest in the Company and there is another Member, such Member shall first make a written offer to sell such interest to the other Member at a price determined by mutual agreement. If such other Member declines or fails to elect such interest within thirty (30) days of the written offer, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

7.2 SALE OR ENCUMBRANCE PROHIBITED. No Member shall voluntarily or involuntarily sell, pledge, transfer, convey, assign or encumber or otherwise dispose of an interest in the Company without the prior written consent of the Member.

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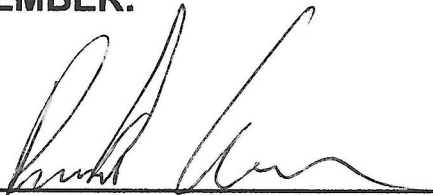
MAY 13 2021

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 person executing this Agreement as a Member. It is the Member's express intention to create a Limited Liability Company in accordance with Alaska law as currently written or subsequently amended or redrafted.

The undersigned hereby agrees, acknowledges, and certifies that the foregoing Operating Agreement is adopted and approved by the Member. The Agreement, consisting of five (5) pages, constitutes the Operating Agreement of The Herbal Cache LLC, adopted by the Member effective as of August 10, 2018.

MEMBER:

A handwritten signature in black ink, appearing to read "Brent Carse", is written over a horizontal line.

Brent Carse, Member



THE STATE
of **ALASKA**

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

AK Entity #: 10089476
Date Filed: 10/07/2019
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Limited Liability Company

2020 Biennial Report

For the period ending December 31, 2019

Web-10/7/2019 5:27:10 PM

Due Date: This report along with its fees are due by January 2, 2020

Fees: If postmarked before February 2, 2020, the fee is \$100.00.

If postmarked on or after February 2, 2020 then this report is delinquent and the fee is \$137.50.

Entity Name: The Herbal Cache LLC

Entity Number: 10089476

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 158 Holmgren Pl, GIRDWOOD, AK 99587

Mailing Address: P.O. BOX 822, GIRDWOOD, AK 99587

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Brent Carse

Physical Address: 317 TIMBERLINE DR, GIRDWOOD, ALASKA, AK 99587

Mailing Address: P.O. BOX 822, GIRDWOOD, AK 99587

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

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

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Brent Carse	P.O. BOX 822, AK, AK 99587	100.00	X	X

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

Purpose: Any Lawful Purpose

NAICS Code: 453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

New NAICS Code (optional):

AMGO

MAY 13 2021

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

Department of Commerce, Community, and Economic Development
CORPORATIONS, BUSINESS & PROFESSIONAL
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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	The Herbal Cache LLC

Entity Type: Limited Liability Company

Entity #: 10089476

Status: Good Standing

AK Formed Date: 8/10/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: P.O. BOX 822, GIRDWOOD, AK 99587

Entity Physical Address: 158 HOLMGREN PL, GIRDWOOD, AK 99587

Registered Agent

Agent Name: Brent Carse

Registered Mailing Address: P.O. BOX 822, GIRDWOOD, AK 99587

Registered Physical Address: 317 TIMBERLINE DR, GIRDWOOD, AK 99587

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Brent Carse	Manager, Member	AMCO 100.00

Filed Documents

MAY 13 2021