



Public Notice

Application for Marijuana Establishment License

License Number: 20561

License Status: Active-Operating

License Type: Retail Marijuana Store

Doing Business As: BADGER BUDS LLC

Business License Number: 1108077

Email Address: BadgerBudsLLC@gmail.com

Latitude, Longitude: 64.822735, -147.442080

Physical Address: 2008 Levado Ave. Unit A
North Pole, AK 99705
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10097268

Alaska Entity Name: Badger Buds LLC

Phone Number: 907-388-9725

Email Address: BadgerBudsLLC@gmail.com

Mailing Address: 2008 Levado Dr. Unit A
North Pole, AK 99705
UNITED STATES

Entity Official #1

Type: Individual

Name: Tammy Holland

Phone Number: 907-455-8922

Email Address: tammyrholland@yahoo.com

Mailing Address: PO Box 10611
Fairbanks, AK 99710
UNITED STATES

Entity Official #2

Type: Individual

Name: Joseph Eickholt

Phone Number: 907-388-9596

Email Address: joe.9211@gmail.com

Mailing Address: 1303 Rangeview Dr.
North Pole, AK 99705
UNITED STATES

Entity Official #3

Type: Individual

Name: Michelle Westlake

Phone Number: 907-388-9725

Email Address: eickholtminkak@yahoo.com

Mailing Address: 1340 Overhill Dr.
Fairbanks, AK 99709
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 or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE _____

Alcohol & Marijuana Control Office

License Number: 20561**License Status:** Active-Operating**License Type:** Retail Marijuana Store**Doing Business As:** BADGER BUDS LLC**Business License Number:** 1108077**Designated Licensee:** Michelle Westlake**Email Address:** BadgerBudsLLC@gmail.com**Local Government:** Fairbanks North Star Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 64.822735, -147.442080**Physical Address:** 2008 Levado Ave. Unit A
North Pole, AK 99705
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10097268**Alaska Entity Name:** Badger Buds LLC**Phone Number:** 907-388-9725**Email Address:** BadgerBudsLLC@gmail.com**Mailing Address:** 2008 Levado Dr. Unit A
North Pole, AK 99705
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Tammy Holland**Phone Number:** 907-455-8922**Email Address:** tammyrholland@yahoo.com**Mailing Address:** PO Box 10611
Fairbanks, AK 99710
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Joseph Eickholt**Phone Number:** 907-388-9596**Email Address:** joe.e.9211@gmail.com**Mailing Address:** 1303 Rangeview Dr.
North Pole, AK 99705
UNITED STATES**Entity Official #3****Type:** Individual**Name:** Michelle Westlake**Phone Number:** 907-388-9725**Email Address:** eickholtminkak@yahoo.com**Mailing Address:** 1340 Overhill Dr.
Fairbanks, AK 99709
UNITED STATES**Affiliate #1****Type:** Individual**Name:** Joseph Eickholt**Phone Number:** 907-388-9596**Email Address:** joe.e.9211@gmail.com**Mailing Address:** 1303 Rangeview Dr.
North Pole, AK 99705
UNITED STATES**Affiliate #2****Type:** Individual**Name:** Michelle Westlake**Phone Number:** 907-388-9725**Email Address:** eickholtminak@yahoo.com**Mailing Address:** 1340 Overhill Dr.
Fairbanks, AK 99709
UNITED STATES

Affiliate #3

Type: Individual

Name: Tammy Holland

[REDACTED]

[REDACTED]

Phone Number: 907-455-8922

Email Address: tammyrholland@yahoo.com

Mailing Address: PO Box 10611
Fairbanks, AK 99710
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:	Badger Buds LLC	License Number:	20561		
License Type:	Marijuana Retail				
Doing Business As:	Badger Buds LLC				
Premises Address:	2008 Levado Ave Unit A				
City:	North Pole	State:	Alaska	ZIP:	99705

Section 2 – Individual Information

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

Name:	Tammy Holland
Title:	Owner/Memeber

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.

JH

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.

JH

I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020.

JH

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).

[Blank]



Form MJ-20: Renewal Application Certifications

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.

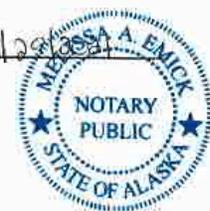
[Handwritten signature of Tammy Holland]
Signature of licensee

[Handwritten signature of Notary Public]
Notary Public in and for the State of Alaska

Tammy Holland
Printed name of licensee

My commission expires: 9/29/2021

Subscribed and sworn to before me this 24 day of June, 2020.





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:	Badger Buds LLC	License Number:	20561		
License Type:	Marijuana Retail				
Doing Business As:	Badger Buds LLC				
Premises Address:	2008 Levado Ave Unit A				
City:	North Pole	State:	Alaska	ZIP:	99705

Section 2 – Individual Information

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

Name:	Michelle Westlake
Title:	Owner/Memeber

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, 2019 and June 30, 2020.



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).





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.

MW

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.

MW

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

MW

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

MW

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

MW

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.

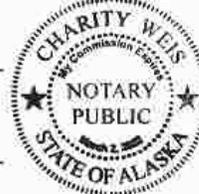
MW

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.

MW

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.

Michelle Westlake
Signature of licensee



Charity Weis
Notary Public in and for the State of Alaska

Michelle Westlake

Printed name of licensee

My commission expires: March 2, 2022

Subscribed and sworn to before me this 24 day of June, 2020.



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:	Badger Buds LLC	License Number:	20561		
License Type:	Marijuana Retail				
Doing Business As:	Badger Buds LLC				
Premises Address:	2008 Levado Ave Unit A				
City:	North Pole	State:	Alaska	ZIP:	99705

Section 2 – Individual Information

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

Name:	Joseph Eickholt
Title:	Owner/Member

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, 2019 and June 30, 2020.

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

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.

JE

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.

JE

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

JE

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

JE

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

JE

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.

JE

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.

JE

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

Joseph Eickholt

Printed name of licensee

My commission expires: 11-07-2021

Subscribed and sworn to before me this 20 day of June, 2020.



SUBLEASE AGREEMENT

This is an agreement to sublet real property (hereinafter known as the "sublease") between Michelle Westlake (hereinafter known as the "Sublessor") and Badger Buds LLC (hereinafter known as "Sublessee).

The Sublessor agrees to sublet to the Sublessee, and the Sublessee agrees to take possession of the property located at 2008 Levado Ave. Unit A, North Pole, Alaska 99705:

- I. **TERM.** Tenancy of this sublease shall begin with the sublessee taking possession on January 1st 2020 and end on January 1st 2021. Under no circumstances shall there be holdover by the Sublessee.
- II. **RENT.** The rent under this Sublease shall be \$2,000.00 payable the first (1st) of every month.
The rent shall be paid in the following manner: Deposited to Alaska USA to Michelle Westlake.
- III. **UTILITIES.** The Sublessor shall be responsible for the following utilities: electric, heating fuel, phone, and internet.
- IV. **SECURITY DEPOSIT.** The Sublessor shall not require a Security Deposit.
- V. **MASTER LEASE.** This Sublease must follow and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which the Sublessor agrees to give to the sublessee, and which is hereby referred to and incorporated as if it were set out here at length. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the original lease for the duration of the Sublease.
- VI. **DISPUTES.** If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they shall agree to hold negotiations amongst themselves before any litigation.
- VII. **WRITTEN AGREEMENT.** This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT

BINDING UPON EITHER PARTY).

VIII. LANGUAGE. The words "Sublessor" and "Sublessee" as used herein include the plural as well as the singular; the language in this Sublease tends no regard for gender.

IX. ORIGINAL COPIES. Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

X. LANDLORD'S CONSENT. The original lease between the landlord and Sublessor does allow the right to sublet the premises.

XI. GOVERNING LAW. The Sublease shall be bound to the laws in the State where the Premises is located.

XII. ADDITIONAL TERMS OR CONDITIONS. In addition, the Sublessee agree that: Premises may be used for the retail, cultivation or manufacturing of cannabis products.

XIII. DISCLAIMER. The landlord/lessor will not take possession of or remove any marijuana/marijuana products from the premises, and will contact AMCO for guidance if removal is necessary.

XIV. DATE & SIGNATURE. The parties hereby bind themselves to this agreement by their authorization affixed below on January 10th 2019.

Sublessor's Signature M. Westlake
Michelle Westlake

Sublessee's Signature M. Westlake, President
Badger Buds LLC Representative

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement on January 10th 2019 is between:

The **Lessee** is 1 individual(s) known as Daniel Sheridan with a mailing address of 1300 Range View Rd., North Pole, Alaska, 99705, hereinafter referred to as the "Lessor".

AND

The **Lessee** is 1 individual(s) known as Michelle Westlake with a mailing address of the Property's Address, hereinafter referred to as the "Lessee".

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described retail space located at 2008 Levado Ave., North Pole, Alaska, 99705

Tax Map: Endecott Lot: 02 Tract C

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal Laws. Lessee also has permission to use the premises for a marijuana retail, cultivation or manufacturing facility.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of the Lease Agreement.

EXCLUSIVE USE. The Lessee shall hold exclusive rights to operate on the Premises with the following use: retail, cultivation, or manufacturing of cannabis products.

TERM OF LEASE. This Lease shall commence on January 1st 2020 and expire on Midnight of January 1st 2021 ("1st renewal").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of 2,000.00 for the 1st Renewal of this Lease Agreement hereinafter referred to as the "Rent".

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later the 1st of every month.

Rent shall be paid by the Lease to the Lessor's Bank Account

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to any NSF fee in addition to any late fee.

LATE FEE. The Lessor shall charge a late fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of \$50.00 per occurrence if the rent is not paid after the 5th day payment is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 3 renewal periods which will continue to abide by the same covenants, conditions and provisions in the Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on January 1st 2020 and end on January 1st 2021 with the Rent to be paid per month in the amount of 2,000.00.

The first (2nd) renewal period shall begin on January 1st 2021 and 4end on January 1st 2022 with the Rent to be paid per month in the amount of 2,000.00.

The first (3rd) renewal period shall begin on January 1st 2022 and 4end on January 1st 2023 with the Rent to be paid per month in the amount of 2,000.00.

EXPENSES. In accordance with a Triple Net (NNN) Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they herby agree, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

OPERATING EXPENSES. The Lessor shall have no obligation to provide any services, perform any acts or pay any. expenses, charges, obligations or costs of any kind

whatsoever with respect to the premises, and Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the lease and any renewals thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses: shall include all costs to Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, ,management fee(s), heating, air conditioning, HVAC, electricity, water, disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restricting, repairs, repaving, cleaning and custodial, security, insurance, the cost of sin testing the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

TAXES. Lessee shall pay, during the term this Lease, the real state taxes and special taxes and assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. The Lessee will pay taxes annually. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event Lessee Does not make any tax payment required hereunder, Lessee shall be in default of this Lease.

INSURANCE. The Lessee shall provide and maintain personal liability and property damage insurance. The Lessee will designate the Lessor as an "also named insured". The insurance shall protect and indemnify the Lessor of any injury, death, or property damage to occur on the property to the limits of \$1,000,000.00.

UTILITIES. The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the premises. There is no set number of parking spaces provided to the Lessee.

RIGHT OF FIRST REFUSAL. Lessor grants to Lessee throughout the Initial Term, along with any renewal periods, a right of first refusal to purchase pursuant to any offer received and accepted by the Lessor. Lessor must notify Lessee in writing and offer to purchase all or part of the Premises with Lessee having 15 calendar days after receipt of the notice to exercise its right of first refuel and notify Lessor of its decision whether or not to purchase the Premises under the same or similar terms under the offer accepted by the Lessor.

If financing is needed by the Lessee, the Lessee will be allowed the time-frame as stated in the offer accepted that was accepted by the Lessor. If the offer accepted by the Lessor is not contingent on financing then the Lessee shall be granted a maximum of 30 days to secure financing for the purchase of the Premises.

OPTION TO PURCHASE. The Lessee shall have the right to purchase the Premises described heron for \$300,000.00 at any time during the course of Term, along with any renewal periods, by providing written notice to the Lessor along with a deposit of \$0

that is only refundable to the Lessee if the Lessor and Lessee cannot agree, in "good faith", to a signed Purchase and Sale Agreement. This Option to Purchase may not be assigned or transferred.

If the right to purchase the Premises is exercised by the Lessee this Lease along with the Rent paid to the Lessor shall remain separate from any and all deposits, considerations, or payments made to the Lessor in regards to the purchase of the Premises.

RECORDING. The Lessee shall be withholding from recording this Option to Purchase Agreement unless the Lessee has the written consent of the Lessor.

LICENSE AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials up demand.

MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state, or federal laws, rules regulations or ordinances.

In the event that the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of as a result of Lessee's use and occupancy of the premises, the the Lessee shall be primarily responsible for seeing that the proper claims are made with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor conferring the premises, attend to purchaser and recognize such purchaser as Lessor under this Lease.

SUBLET/ASSIGNMENT. The Lessee may transfer or assign this lease, or any right or interest hereunder or sublet said leased premises or any part thereof without restriction our conflict from the Lessor.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupant of the leased premises, then in every such cause, the rent herein set fourth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in a good condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect of Acts of Lessee or h4r guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by the federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazards waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 30 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated but will not take possession of or remove marijuana/marijuana products from the premises, and will contact AMCO for guidance if removal is necessary.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties for obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default th Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its

signature on this Lease that the premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellations expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 day's notice by either party.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Alaska.

NOTICES. Notices shall be addressed to the following:

LESSOR

Daniel Sheridan
1300 Range View Rd., North Pole, Alaska, 99705

LESSEE

Michelle Westlake
2008 Levado Ave., North Pole, Alaska, 99705

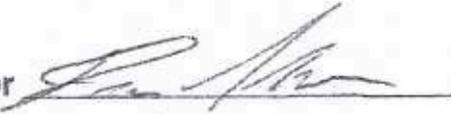
ADDITIONAL TERMS AND CONDITIONS. Lessee has permission to run a marijuana retail, cultivation, or manufacturing facility at the premises.

DISCLAIMER. Lessor will not take possession of or remove marijuana/marijuana products from the premises, and will contact AMCO for guidance if removal is necessary.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this lease. All other terms and provisions of this Lease Agreement shall remain in full force.

BINDING EFFECT. This Lease and any amendment thereto shall be binding upon the Lessor and Lessees and/or their respective successors, heirs, assigns, executors and administrators.

Signature Lessor
Daniel Sheridan



Date 1/3/20

Signature Lessor
Michelle Westlake



Date Jan. 3, 2020

Department of Commerce, Community, and Economic
Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Badger Buds LLC

Entity Type: Limited Liability Company

Entity #: 10097268

Status: Good Standing

AK Formed Date: 1/3/2019

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 2008 LEVADO AVE, NORTH POLE , AK 99705

Entity Physical Address: 2008 LEVADO AVE, NORTH POLE , AK 99705

Registered Agent

Agent Name: Theodore Westlake

Registered Mailing Address: 1340 OVERHILL , FAIRBANKS, AK 99709

Registered Physical Address: 1340 OVERHILL , FAIRBANKS, AK 99709

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Joseph Eickholt	Member	30.00
	Michelle Westlake	Member	62.50
	Tammy Holland	Member	7.50

Filed Documents

Date Filed	Type	Filing	Certificate
1/03/2019	Creation Filing	Click to View	Click to View
1/22/2019	Initial Report	Click to View	

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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

Badger Buds LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **January 03, 2019**.

A handwritten signature in cursive script, appearing to read "Julie Anderson".

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
Website: Corporations.Alaska.gov

COR

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-1/22/2019 6:50:40 PM

Entity Name: Badger Buds LLC
Entity Number: 10097268
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: Theodore Westlake
Physical Address: 1340 OVERHILL, FAIRBANKS, AK 99709
Mailing Address: 1340 OVERHILL, FAIRBANKS, AK 99709

Entity Physical Address: 2008 LEVADO AVE, NORTH POLE, AK 99705

Entity Mailing Address: 2008 LEVADO AVE, NORTH POLE, AK 99705

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
Michelle Westlake	1340 Overhill Dr., Fairbanks, AK 99709	62.5	Member
Joseph Eickholt	1303 Rangeview Dr., North Pole, AK 99705	30	Member
Tammy Holland	PO Box 10611, Fairbanks, AK 99710	7.5	Member

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

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: Michelle Westlake

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
Badger Buds LLC**

This Multi-member LLC Operating Agreement represents Badger Buds LLC that was formed in the State of Alaska on January 3rd 2019, hereinafter known as the "Company".

There are a total of Three (3) Members in the Company known as:

Michelle Westlake, of 1340 Overhill Dr. , Fairbanks, Alaska, 99709 and has 62.5% percent ownership-interest in the Company;

Joseph Eickholt, of 1303 Rangeview Dr., North Pole, Alaska, 99705 and has 30% percent ownership-interest in the Company;

Tammy Holland, of PO BOX 10611, Fairbanks, Alaska, 99712 and has 7.5% ownership-interest in the Company;

hereinafter known as the "Member(s)".

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Alaska and set forth the terms herein of the Company's operation and the relationship between Member(s).

THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

1. Name and Principal Place of Business

The name of the Company is Badger Buds LLC with a principal place of business at 2008 Levado Ave. , North Pole, Alaska, 99705. The mailing address shall be 1340 Overhill Dr. , Fairbanks, Alaska, 99709.

2. Registered Agent

The name of the Registered Agent is Theodore Westlake with a registered office located at 1340 Overhill Dr., Fairbanks, Alaska, 99709 for the service of process as of January 3rd 2019. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Alaska.

3. Formation

The Company was formed on January 3rd 2019, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Alaska (the "Statutes").

4. Purpose

The purpose of the Company is A Marijuana Retail Store

5. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions

Contributions to the Company shall be made by following: three (3) members:

Michelle Westlake shall be contributing \$75,000.00;

Joseph Eickholt shall be contributing Construction of Retail Store;

Tammy Holland shall be contributing \$15,000.00;

Hereinafter known as the "Contributor(s)".

The Contributor(s) shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. The Contributor(s) shall have no right to demand and receive any distribution from the Company in any form other than cash and Member(s) shall not be entitled to interest on their capital contributions to the Company.

The liability of the Contributor(s) for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution plus any distributions paid to such Contributor(s) individually, such as the Contributor's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Contributor(s) by the Company.

7. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "Cash Receipts" shall mean all Cash Receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "Capital Transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

The "Capital Account" for each Member shall mean the account created and maintained for the Member(s) in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth with the name of each Member.

During each quarterly period the net profits and net losses of the Company (other than from Capital Transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Member(s) in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Member(s) are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

The Cash Receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member(s), costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Member(s) to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member(s). Thereafter, the Cash Receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts of the Company, other than from Capital Transactions, shall be allocated among the Member(s) in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts from Capital Transactions shall be allocated in the following order or priority: (a) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

It is the intention of the Member(s) that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8. Books, Records and Tax Returns

The Member(s), or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Member(s) intends that the Company shall be taxed as a Limited Liability Corporation in accordance with the provisions of the Internal Revenue Code. The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Member(s) of the Company, and any other persons or entities having any financial interest in the Company.

9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company

The business and affairs of the Company shall be conducted and managed by a manager in accordance with this Agreement and the laws of the State of Alaska.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by Michelle Westlake who is president of the company and has controlling interest.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior authorization of The president of the company. to sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The Members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

11. Meetings of Members

The annual meeting of the Members shall be held on the 1st of August (day/month) at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

12. Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions without the vote consisting of the majority Members' ownership percentage interest in the Company.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has permitted to the assignment of such interest in the allocations and distributions of the Company in accordance with Section 14 of this Agreement. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

The Members agree that a Member may voluntarily withdraw from the Company without the approval, vote, or consent of the Members. Unless the withdrawing member's ownership interest was sold it shall be transferred to the remaining Member(s) in the Company at the same ownership interest percentage ratio that exists at the time of withdrawal. After being removed from the Company the withdrawing Member shall be unequivocally released from any legal or financial liability that is related to the Company unless otherwise agreed upon.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

13. Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members of the Company before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty (60) days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen (15) days after the delivery of said offer, the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price, therefore, shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member, within one-hundred and twenty (120) days after the delivery of the offer, may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said one-hundred and twenty (120) days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

14. Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into by the purchase of another Member's ownership interest and a vote for adding the new Member consisting of the majority Members' ownership percentage interest in the Company.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation,

filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

15. Sale of Company

The sale of the Company, either partially or in its entirety, shall only be approved Michelle Westlake president of the company. Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Members and put up to a vote within a seven (7) day period thereafter. At the option of any Member, the vote may be delayed by up to thirty (30) days to review the details of the purchase.

If an agreement to sell the Company is approved by the Members, then all sale proceeds shall first be paid to the debt of the Company unless the Buyer is accepting some or all of the debt as part of the purchase. All remaining proceeds shall be dispersed in relation to each Member's percent ownership-interest in the Company.

16. Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty-day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy,

insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstated and in effect for thirty (30) days.

17. Dissolution and Liquidation

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by over fifty percent (50%) of the Members' ownership-interest; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

18. Representation of Members

Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is of legal age; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

19. Certificates Evidencing Membership

Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of Badger Buds LLC dated effective as of January 3rd 2019, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

20. Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Agreement.

21. Arbitration

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the

party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

22. Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

23. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Alaska. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on January 3rd 2019.

The Member(s) of Badger Buds LLC



Michelle Westlake



Joseph Eickholt



Tammy Holland