Division of Corporations, Business and Professional Licensing

Name(s)

Type	Name
Legal Name	The Fireweed Factory LLC
Previous Legal Name	Fireweed Farms LLC

Entity Details

Entity Type: Limited Liability Company

Entity #: 10032994

Status: Good Standing

AK Formed Date: 10/26/2015

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2017

Entity Mailing Address: 8393 N. DOUGLAS HWY, JUNEAU, AK 99801

Entity Physical Address: 8393 N. DOUGLAS HWY, JUNEAU, AK 99801

Registered Agent

Agent Name: Paul Disdier

Registered Mailing Address: 8393 N. DOUGLAS HWY, JUNEAU, AK 99801

Registered Physical Address: 8393 N. DOUGLAS HWY, JUNEAU, AK 99801

Officials

AK Entity#	Name	Titles	Percent Owned
	CALLAHAN DILLON	Member	2
	JAMES DISDIER	Member	3
	Joseph Lilly	Member	3
	KIMBERLY WEAR	Member	4
	MICHAEL STARK	Member	3
	PAUL DISDIER	Member, Manager	72
	ROBERT BANGHART	Member	3
	Shane Quigley	Member	5
	WILLIAM LOMAX	Member	5

Filed Documents

Date Filed	Type	Filing	Certificate
10/26/2015	Creation Filing		
11/25/2015	Initial Report		
12/17/2015	Amendment		
5/19/2016	Change of Officials		
5/19/2016	Amendment		

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE LAWS OF THE STATE OF ALASKA IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN AS 45.55.900(b)(5)(C) (issue to fewer than 10 persons) OF THE ALASKA SECURITIES ACT. THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 4(2) THEREOF. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT AND IN A TRANSACTION THAT IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

OPERATING AGREEMENT
THE FIREWEED FACTORY LLC

THIS OPERATING AGREEMENT ("Agreement") is entered into this 19 day of May, 2016, by and among the undersigned.

ARTICLE I
GENERAL PROVISIONS

1.1 Name. The name of the organization is The Fireweed Factory, LLC (the "Company"), formed when the executed Articles of Organization were filed with the Alaska Department of Commerce and Economic Development, in accordance with and pursuant to the Alaska Revised Limited Liability Company Act ("Act").

1.2 Principal Place of Business. The Company's principal place of business shall be located in Juneau, Alaska, and at any other or additional places the Members may from time to time determine.

1.3 Purpose. The purpose of the Company includes commercial production and sale of cannabis and cannabis products and any and all lawful purposes for which limited liability companies are allowed under the Act.

1.4 Property. The property of the Company shall be owned by and in the name of the Company as an entity. Such property and the credit of the Company shall be used solely for the benefit of the Company and not for the benefit of any individual Member. Insofar as permitted by the laws of Alaska, no Member shall have any ownership interest in such property in the Member's individual capacity. Each Member's interest in the Company shall be personal property.

1.5 Term. The Company is effective as of the date the Articles of Organization were filed with the State and shall continue until terminated as provided herein.

1.6 Members. The names and present mailing addresses of the initial Members are:

1. Paul V. Disdier, 8393 No. Douglas Hwy. Juneau, AK 99801
2. James F. Disdier, 9951 Stephen Richards Drive #29, Juneau AK 99802
3. Robert C. Banghart, 6615 No. Douglas Hwy. Juneau, AK 99801
4. Callahan Dillon, 2936 Douglas Hwy, Juneau, AK 99624
5. Kimberlee E. Wear, P.O Box 35165 Juneau, AK 99803
6. William Lomax, P.O Box 211635 Auke Bay 99821
7. Joseph Lilly, P.O. Box 240008. Juneau, AK 99801
8. Shane Quigley, 4449 Mountainside Juneau, AK 99801
9. Michael Stark, 8270 North Douglas Hwy. Juneau, AK 99801

ARTICLE II
MEMBERSHIP INTERESTS

2.1 Membership Interests. "Membership Interest" shall mean the Member's ownership interest in the Company. Each Member's Membership Interest is equal to such Member's capital account as set forth in Section 4.1 divided by the aggregate of the capital accounts of all Members and is expressed as a percentage. As of the date of this agreement, the Members' capital contributions and Membership Interests are as follows:

Member	Capital Contribution	Membership Interest
Paul V. Disdier	$252,000	72%
James F. Disdier	$10,500	3%
Robert C. Banghart	$10,500	3%
Callahan Dillon	$7,000	2%
Kimberlee E. Wear	$14,000	4%
William Lomax	$17,500	5%
Joseph Lilly	$10,500	3%
Shane Quigley	$17,500	5%
Michael Stark	$10,500	3%

2.2 No Interest, No Withdrawal of Capital. Capital contributions shall not earn interest. Except as otherwise provided for in this Agreement, no Member shall be entitled to withdraw or receive a return of any portion of his capital contribution.

2.3 Additional Contributions. No Member shall be required to contribute any additional capital to the Company unless determined necessary by vote of a Majority-In-Interest of the Members in order to enable the Company to conduct its business. Any additional capital contribution shall be made pro rata by all the Members unless all Members consent to a non-pro rata contribution.

2.4 Failure to Contribute. If any member fails to make a capital contribution as required by Section 2.3 at the time and in the amount specified (the "Defaulting Member"), the Defaulting Member's right to vote shall be suspended, and his share of any distributions from the Company shall be retained by the Company as a contribution until his obligation to make the additional contribution has been satisfied. The members other than the Defaulting Member may agree by vote of a Majority-In-Interest to make the additional contribution owed by the Defaulting Member in such proportions they choose. If the members other than the Defaulting Member agree to make such a contribution all Membership Interests shall be adjusted accordingly.

2.5 The fair market value of any property other than cash or publicly traded securities to be contributed as a capital contribution shall be (a) agreed upon by the contributing Member and a Majority-in-Interest of the Members before the contribution, or (b) determined by a disinterested appraiser selected by the Manager.

ARTICLE III
OPERATIONS AND MANAGEMENT

3.1 Actions by Members. The Company shall be Manager-managed. The Members will not be entitled to participate in the day-to-day affairs and management of the Company but instead, the Members' right to vote or otherwise participate in operation of the Company shall be limited to those matters on which Members are entitled to vote by the Act, the Articles, or this Agreement. On those matters on which a Members may act, each Member shall have a vote equal to his Membership Interest at the time of the vote; for example, if a Member holds a 10% Membership Interest, he has 10% of the total voting power. For matters on which the Members may act, the vote of more than 50% of all Membership Interests in the Company (a "Majority-In-Interest") shall be binding upon the Company unless a higher standard is required by this Agreement.

3.1.1 Actions Requiring Approval of the Members. Notwithstanding any other provision of this Operating Agreement, the approval of the Members shall be required in order for any of the following actions to be taken on behalf of the Company:

(a) Amending the Articles or this Operating Agreement in any manner that materially alters the preferences, privileges or relative rights of the Members, which shall be by unanimous consent.

(b) Taking any action that would make it impossible to carry on the ordinary business of the Company.

(c) Confessing a judgment against the Company.

(d) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.

(e) Loaning Company funds to a Member in excess of $1,000 or for a term in excess of one year.

3.1.2 Method of Action by Members. Members may take action either by meeting or by written consents. Meetings of Members may be called at any time by the Manager. Notice of meetings must be given to Members by the Manager calling the meeting at least 10 days but not more than 60 days before the meeting. Members may participate in meetings by telephone or video conference, or other similar method. In lieu of a meeting, Members may take action by all signing a written consent to the action.

3.2 Meetings. The Company shall have at least one annual meeting at a place and time as determined by the Members

3.3 Management by Managers. Except as otherwise expressly provided in the Act, the Articles of Organization or this Operating Agreement, the Managers are authorized and empowered on behalf of and in the name of the Company to carry out any and all of the purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings that they may, in their sole discretion, deem necessary, advisable or incidental thereto. Notwithstanding the foregoing, no member other than a Manager shall have authority to manage or specifically bind the Company except as specifically provided in this Operating Agreement. Managers have the power make all decisions affecting such business and affairs, either separately or together, including without limitation, for Company purposes, the power to:

(a) acquire by purchase, lease or otherwise, any real or personal property, tangible or intangible;

(b) construct, operate, maintain, finance and improve and to own, sell, convey, assign, mortgage or lease any property owned or held by the Company;

(c) enter into agreements and contracts in connection with the Company's business;

(d) borrow money for and on behalf of the Company and execute any guaranty on behalf of a third party and pledge Company property to secure any such obligation;

(e) execute or modify agreements or contracts with respect to any part or all of the property owned or held by the Company;

(f) repay, in whole or in part, refinance, amend, modify or extend any mortgages or deeds of trust that may affect any property owned or held by the Company and, in connection therewith, to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or deeds of trust;

(g) make any and all expenditures that the Manager, in his sole discretion, deem necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all operating, capital, legal, accounting, investment advisory and other related expenses incurred in connection with the organization, financing and operation of the Company or in connection with its property;

(h) execute any and all other instruments and documents that may be necessary, or in the reasonable opinion of the Managers, desirable to carry out the intent and purpose of this Agreement;

(i) enter into any kind of activity necessary for, in connection with, or incidental to, the accomplishment of the purposes of the Company;

(j) open bank accounts, and invest and reinvest Company monies in short term instruments or money market funds or any securities or other investments, whether or not publicly traded or readily marketable;

(k) loan money on behalf of the Company;

(l) carry out the Company purposes through other limited liability companies, joint ventures, partnerships, corporations, trusts or other entities;

(m) purchase liability and other insurance to protect the Company's property and business, including policies of life insurance which insure the life of any Member;

(n) pay all Company debts, obligations and expenses;

(o) employ accountants, attorneys, appraisers or other professionals to perform services for or on behalf of the Company and to compensate them from Company funds;

(p) authorize any person to enter into and perform any agreement on behalf of the Company; and

(q) perform any and all other acts as the Managers may deem necessary or appropriate to the conduct of the Company's business.

3.3.1 Election and Removal of Managers. Paul V. Disdier will serve as the Manager of the Company until he resigns or is removed and replaced according to this Agreement. The Company must at all times have a minimum of one Manager but may

have more than one. If a Manager resigns or otherwise vacates the office of Manager, and the Company has no other Manager, the Members shall elect a replacement Manager by the vote of a Majority-In-Interest. Members may remove a Manager with or without cause by vote of a Majority-In-Interest. If a Manager is removed and the Company has no other Manager, the Members shall elect a replacement Manager by vote of a Majority-In-Interest. The Manager may, but shall not be required to, be elected from among the Members.

3.3.2 Duty of Care of the Manager. In exercising his powers and authority under, and otherwise carrying out the provisions of, this Agreement, the Manager shall perform the duties of management in good faith, in a manner he reasonably believes to be in the best interests of the company, and with the care, including reasonable inquiry, that an ordinarily prudent person in a like position would use under similar circumstances.

3.3.3 Compensation and Reimbursement. Each Manager shall be entitled to reasonable compensation for services rendered to the Company in that capacity as well as to be reimbursed for all expenses reasonably incurred by the Manager in connection with the business and purposes of the Company.

3.3.4 Incapacity of Manager. If the Manager becomes incapacitated, he will be deemed to have resigned as Manager. The existence of a Manager's incapacity shall be conclusively established by a determination of a court having jurisdiction of such matters, or by the written opinion of the Manager's physician.

3.4 Books and Records. The Company's books and records shall be maintained by the Managers at its principal place of business, and each Member shall at all times have access to and may inspect and copy any of them. The books shall be kept on a calendar year basis and shall be closed and balanced at the end of each calendar year. The Company will furnish annual financial statements to the Members and prepare tax returns in a timely manner, furnishing copies to all Members prior to filing.

3.5 Non-Competition and Non-Disclosure. While a Member of the Company or for three years after ceasing to be a Member, no Member may work as an employee of, engage in, or possess an interest in any other business venture that produces or sells cannabis or cannabis products in Juneau, Alaska. No member may at any time disclose to a party that is not a Member or employee of the Company any information regarding the methods, practices, or techniques used by the Company or its employees in the production and sale of cannabis or cannabis products. Due to the difficulty in proving damages, the Members agree that injunction is an appropriate remedy for violation of these restrictions on competition and disclosure.

3.6 Reliance on Advice. The Members and Manager shall be entitled to rely on information, opinions, reports or statements, including financial statements and other

financial data, prepared by (a) an employee of the company whom the person reasonably believes to be reliable and competent in the matters presented; or (b) counsel, public accountants, or other professionals or experts as to matters that the person reasonably believes to be within the professional's or expert's competence. However, a person is not entitled to reliance if the person has knowledge concerning the matter in question that makes reliance unwarranted.

ARTICLE IV
CAPITAL ACCOUNTS AND TAX MATTERS

4.1 Capital Accounts. Separate capital accounts shall be maintained for each Member pursuant to this section. Each separate capital account (a) shall be credited with such members' (1) original contribution of capital, (2) additional capital contributions, (3) such members' share of Company income and gain (including income and gain exempt from taxation) computed and allocated in accordance with Section 4.2, and (4) the amount of any Company liability assumed by such member or that is secured by any Company asset distributed to such member; and (b) shall be charged with (1) any distributions to such member in reduction of Company capital, (2) such members' share of Company deduction and loss computed and allocated in accordance with Section 4.2 of this Agreement, and (3) the amount of any liabilities of such member assumed by the Company or that are secured by any asset contributed to the Company by such member.

Each separate capital account shall be maintained throughout the term of the Company in accordance with this Article and the provisions of Treasury Regulations ("Regulations") Section 1.704-1(b)(2)(iv), the latter controlling in the event of a conflict between the two provisions.

4.2 Computation and Allocation of Income, Gain, Loss, Deduction, and Credit. The net profits or losses and all items of Company income, gain, loss, deduction, and credit, whether resulting from Company operations or from the dissolution of the Company, shall be computed in accordance with the provisions of Section 703(a) of the Internal Revenue Code of 1986, as amended, and shall be charged to the Members in the same proportion that their capital accounts bear to each other. The members, upon a unanimous vote, may change the allocation of profit and losses provided that any allocation shall be in accordance with the Internal Revenue Code and applicable regulations so that all such allocations comport with the economic interest of the Members in the Company.

4.2.1 Allocation with Respect to Contributed Property. If, on the formation of the Company, or if at any time during the term of the Company, any Member contributes to the Company property with an adjusted basis to the contributing Member which is more or less than the agreed fair market value of the contributed property and which is accepted by the Company at the time of its contribution, the taxable income, gain, loss, deduction, or credit with respect to such

contributed property for tax purposes only (but not for purposes of calculating the Members' respective Capital Accounts) shall be shared among the Members so as to take account of the variation between the basis of the property to the Company and its agreed fair market value at the time of contribution, pursuant to Section 704(c) of the Internal Revenue Code of 1986 as amended.

4.2.2 Varying Interests during Fiscal Year. In the event there is a change in any Membership Interest in the Company during a fiscal year (e.g., as a result of a valid transfer of all or part of a Membership Interest), net profits and net losses shall be appropriately allocated among the members to take into account the varying interests of the members so as to comply with Section 706(d) of the Internal Revenue Code of 1986 as amended.

4.3 Members Not Liable. No Member shall have personal liability for the losses, debts, claims, expenses or encumbrances of or against the Company or its property, unless the Member has individually guaranteed repayment of a Company obligation. No Member shall be obligated to restore a deficit balance, if any, in the Member's capital account, except to the extent such deficit balance shall have arisen as a result of the Member's receipt of a distribution in excess of the amount rightfully due him under this Agreement.

4.4 Rights of Creditors. In accordance with Alaska Stat. § 10.50.380, a judgment creditor of a Member shall be entitled only to a charging order and shall only be considered an assignee of the Member and shall have no right to become a Member or have rights to participate in the management of the Company. Alaska Stat. § 10.50.380 provides the exclusive remedy to a judgment creditor.

4.5 Distributions. Available Cash shall be distributed on a semi-annual or more frequent basis to the Members according to their Membership Interests in such amounts and at such times as the Manager shall determine consistent with the Manager's fiduciary duty to the Company and the Members of the Company. "Available Cash" means cash funds of the Company on hand (other than cash funds obtained as Capital Contributions and cash funds obtained from loans to the Company) after (i) payment of all operating expenses of the Company, (ii) reasonable provisions for payment of all obligations of the Company, and (iii) reasonable provisions for working capital and other reserves for identified future uses, including growth and expansion of the Company's business.

4.6 Tax Conformity; Reliance on Attorneys or Accountants. The Members and Managers may rely upon the written formal opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required to be made under this section or other provisions of this Agreement.

4.7 Tax Matters Member. If the Company operates as a partnership for income tax purposes, Paul V. Disdier shall be named on the Company tax return or on a statement filed with the Internal Revenue Service as the "Tax Matters Member" as that term is defined in Section 6231(a) (7) (A) of the Internal Revenue Code of 1986, or its counterpart in any subsequently enacted Internal Revenue Code (the "Code"). The Tax Matters Member shall be authorized to file or revoke an election under Section 754 of the Code on behalf of the Company. References to specific Code sections herein shall not limit the Company's right to make elections as appropriate under provisions of the Code. Notwithstanding reference to specific Code sections in other sections of this Agreement, the Tax Matters Member shall at all times handle tax matters in accordance with the provisions of the Code as amended from time to time

ARTICLE V
LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1 Limitation of Liability. No Member shall have personal liability for the losses, debts, claims, expenses or encumbrances of or against the Company or its property, unless the Member has individually guaranteed repayment of a Company obligation. The Members shall not be personally liable to the Company for monetary damages for conduct performed as a Member if the Member acted in a manner reasonably believed to be within the scope of the authority granted to him and in the best interest of the Company; provided that such act or omission did not constitute fraud, intentional misconduct, bad faith, gross negligence, or a knowing violation of law, or from which such Member personally received a benefit in money, property, or services to which such Member is not legally entitled. Any amendment to or repeal of this section shall not adversely affect any right or protection of a Member of the Company for or with respect to any acts or omissions of such Member occurring prior to such amendment or repeal.

5.2 Indemnification. The Company shall indemnify and hold harmless any Member or Manager acting on behalf of the Company, to the fullest extent allowed by the Act including, without limitation, all expenses (including attorneys' fees), costs, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person; provided that such act or omission did not constitute fraud, intentional misconduct, bad faith, gross negligence, or a knowing violation of law, or from which such Member or Manager personally received a benefit in money, property, or services to which such Member or Manager is not legally entitled. All expenses (including attorneys' fees), costs, judgments, fines and amounts paid in settlement of any action, suit or proceeding shall be paid by the Company as they are incurred by any Member or Manager in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Member or Manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Company. The provisions of this section do not affect any rights to advancement of expenses to which personnel of the

Company, other than Members and Manager, or any other person may be entitled under any contract or otherwise by law.

5.3 Exculpation of Managers. So long as a Manager acts in accordance with the duty of care required by the Act, the Manager shall not be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, for any other act or thing that the Manager may do or refrain from doing in connection with the business and affairs of the Company or for any act or omission performed or omitted, except for willful misconduct or gross negligence or breach of the duty of care, and further except for breaches of contractual obligations or agreements between the Manager and the Company.

ARTICLE VI
TRANSFER OF MEMBERSHIP INTEREST

6.1 Restrictions on Voluntary Transfers. Except as provided in Section 6.2 and 6.3, each Member agrees that he shall not transfer, including but not limited to, the sale, assignment, mortgage, pledge, hypothecation, encumbrance, lifetime gift, or bequest or devise upon death, all or any portion of his interest in the Company without first obtaining the unanimous written consent of all Members.

6.2 Permitted Transfers. Paul V. Disdier may transfer his Membership Interest, in whole or in part, by sale, assignment, lifetime gift, bequest or devise upon his death, or nontestamentary, nonprobate transfer upon his death to one or more Permitted Transferees. The "Permitted Transferees" shall be June Hall, Paul F. Disdier, and James F. Disdier, or a trust for the benefit of one or more of the forgoing. Upon transfer of all or any portion of Paul V. Disdier's Membership Interest to a Permitted Transferee, the Permitted Transferee shall become a member of the Company without the consent of any other Member by signing a counterpart signature page assenting to the terms of this Agreement. A nontestamentary, nonprobate transfer may be made by a written, signed, and acknowledged designation specifically referring to this section.

6.3 Sale of Membership Interest – Right of First Refusal. If a Member (the "Selling Member") desires to sell his Membership Interest other than in accordance with Section 6.1 or 6.2 and has received a bona fide offer in writing (the "Offer), the Selling Member may sell his interest only in accordance with the terms of this section.

6.3.1 The Selling Member shall first give written notice to the Manager and the other Members of the name of the person or entity that has made the Offer and a copy of the writing containing the terms of the Offer.

6.3.2 The Company shall have the first option to purchase and redeem the Selling Member's interest on the same terms and conditions as the Offer by written

notice to the Manager and the Selling Member within (30) days after receiving notice of the Offer. If the Company exercises its option by providing timely written notice, then the Selling Member shall be required to sell his interest to the Company under the same terms and conditions contained in the Offer.

6.3.3 If the Company does not exercise its option, the other Members shall have the option to purchase the Selling Member's interest on the same terms and conditions as the Offer. Each of the other Members shall initially be entitled to purchase a pro rata portion of the interest for sale. A member exercises his option by providing written notice to the Manager within thirty (30) days. If one or more Members exercises his option (the "Exercising Member") by providing timely written notice, then the Selling Member shall be required to sell the interest to the Exercising Member. If one or more Members does not exercise his option to purchase a pro rata portion of the interest for sale, the portions remaining shall be offered to the Exercising Members pro rata. This procedure shall be repeated until either the entire interest is sold or no Member exercises his option to purchase.

6.3.4 If any portion of the selling member's interest remains unsold, that interest may be sold to the third party on the same terms and conditions as in the initial Offer.

6.4 Admission of New Members. A person who acquires an interest in accordance with Section 6.1, 6.2, or 6.3 shall become a Member upon signing a counterpart to this Agreement assenting to the terms of this Agreement.

6.5 Unauthorized Transfers. Any purported transfer of all or any portion of a Membership Interest not in compliance with the provisions of Section 6.1-6.3 shall be null and void and of no force or effect.

6.5.1 Each member agrees that these provisions are specifically enforceable and agrees to indemnify the Company and each member from all costs, liabilities, attorney's fees or damages resulting from an attempted transfer in violation of this Agreement

6.5.2 If any purported transfer of all or any portion of a Membership Interest is deemed to be valid by a court of lawful jurisdiction despite the provisions of this Agreement to the contrary, the transferee shall not be admitted as a member without the written consent of all other Members and shall be mere assignee. The assignee shall have the right to receive such distributions to which the assignor was entitled to the extent assigned and shall be allocated the share of profits and losses attributable to such interest assigned to such person and shall otherwise be treated as a Member for Federal and state income tax purposes and for purposes of the distribution of cash or other assets to such person upon dissolution of the Company but shall have no right to vote or otherwise participate in the management or affairs of the Company or exercise any rights as a Member

under this Agreement, to require any information or account of Company transactions, or to inspect the Company books and records.

6.6 Additional Transfer Restriction. Notwithstanding any other provision contained herein, without the consent of the Members, a Member or an Unadmitted Assignee may not transfer his, her or its Interest in the Company if such transfer, when aggregated with any prior transfers of Interests in the Company results in a sale or exchange within a 12-month period of 50% or more of the Interests of the Company within the meaning of Code Section 708(b).

6.7 Death or Disability of Member. If a Member dies or becomes disabled, the Member's interest in the Company does not terminate.

6.7.1 In the event that a Member is disabled or adjudicated incapacitated, either the Member's agent under a duly executed durable power of attorney or court appointed guardian or conservator may act on the Member's behalf including, but not limited to, having the right to vote in the Company business. A Member shall be considered disabled if two physicians certify that he or she is unable to manage his affairs or property due to the inability to evaluate information or communicate decisions, or is adjudicated incapacitated to manage his affairs by a court of competent jurisdiction.

6.7.2 In the event that a Member dies, and to the extent his interest is not transferred pursuant to Section 6.2, his interest converts to an assignee interest until it is transferred and the new member is admitted pursuant to Section 6.1 or 6.3. For the purpose of a sale of a deceased Member's interest pursuant to Section 6.3, if no offer is made by a third party a value determined under Article VII shall take the place of a third party's offer. The deceased Member's assignee interest shall have the right to receive such distributions to which the deceased Member would be entitled and shall be allocated the share of profits and losses attributable to the interest and shall otherwise be treated as a Member for Federal and state income tax purposes and for purposes of the distribution of cash or other assets to such person upon dissolution of the Company but shall have no right to vote or otherwise participate in the Company.

6.8 No Withdrawal or Resignation. No Member may withdraw or retire from the Company except with the consent of all other Members. A Member's interest will terminate automatically upon the happening of any event listed in AS 10.50.225, .220 or .215.

ARTICLE VII
VALUATION AND PAYMENT OF INTEREST OF WITHDRAWING MEMBER

7.1 Payment for Member Interest. The amount paid to a withdrawing Member shall be the value of the Member's interest in the Company and the Member's proportionate share of the accrued net income or loss of the Company to the date of withdrawal.

7.2 Valuation. If all Members stipulate to a value, then that value shall be used for the purposes of this section. If a stipulated value is not reached, then the value of a Member's interest in the Company for purposes of this Agreement shall be determined by an independent third party to be chosen by a Majority-In-Interest of the Members. If a Majority-In-Interest of the Members cannot agree on an appraiser, an independent third party appraiser shall be selected by the Company's accountant and the value it determines will be binding upon the parties.

7.3 Cash or Note. Except as otherwise provided, the Company shall purchase a withdrawing Member's interest, at its option, in cash or by promissory note of the Company, or partly in cash and partly by note. Any promissory note shall be dated as of the effective date of the purchase, shall mature in not more than 10 years, shall be payable in installments that come due not less frequently than annually, shall bear interest at the prime rate as published by the Wall Street Journal on the date the loan is made plus 2%, adjusted annually during the life of the note, shall be unsecured, and may, at the Company's option, be subordinated to existing and future debts to banks and other institutional lenders for money borrowed.

7.4 Assumption of Outstanding Company Liabilities. Except as otherwise provided, the continuing Company shall pay, as they mature, all Company obligations and liabilities that exist on the effective date of a Member's termination and shall hold the withdrawing Member harmless from any action or claim arising or alleged to arise from those obligations or from liabilities accruing after that date.

ARTICLE IX
DISSOLUTION AND WINDING UP

8.1 Events of Dissolution. The Company shall dissolve and commence winding up and liquidating the Company's assets upon the occurrence of any of the following events ("liquidating event"):

(a) A written decision by the Majority-in-Interest of Members to dissolve or wind up the Company; or
(b) The happening of an event that makes it impossible or unlawful for the Company to carry on its business.

8.2 Winding Up. Upon the happening of a liquidating event, the Company shall conduct no business or engage in any activity that is not necessary or appropriate to winding up its business and liquidating the Company, and shall proceed promptly to wind up its affairs in an orderly manner, to liquidate its assets, to satisfy the claims of its creditors and Members, and to distribute its remaining assets to the Members. The Manager shall supervise the winding up and liquidation and shall dispose of the Company's property as promptly as is consistent with obtaining its fair market value. The proceeds of the disposition of the property and the other assets of the Company shall be applied in the following order of priority:

(a) To the payment, in order of priority, of all Company debts to creditors other than the Members;
(b) To the payment, in the order of priority, and thereafter pro rata, of the debts of the Company owed to its Members; and
(c) Any balance to the Members pro rata in accordance with the balances in their capital accounts.

8.3 Members' Rights. Except as otherwise specifically provided in this Agreement, each Member has the right to look only to the Company's assets for a return of his capital contribution, has no right to receive anything other than money in a distribution from the Company, and has no priority over any other Member with respect to distributions, allocations, or the return of capital contributions.

8.4 Notice of Dissolution. Within thirty (30) days of the happening of a liquidating event, the Manager shall give written notice to all creditors of the Company, to the banks and other financial institutions with which the Company normally does business, and to all other parties with whom the Company regularly conducts business. The Manager may also publish notice of dissolution in a newspaper of general circulation in each place in which the Company generally conducts business pursuant to Alaska Stat. § 10.50.440.

8.5 Filing of Articles of Dissolution. If the Company is dissolved, Articles of Dissolution may be filed with the State of Alaska as provided for in the Act.

ARTICLE IX
MISCELLANEOUS

9.1 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed received by the party to whom addressed when delivered to such party, or when posted if sent by certified mail with postage prepaid, or three business days after posting in the regular United States mail, in each case directed to the party for whom intended at the address of such party then on file with the Company.

9.2 Binding Effect. This Agreement shall be binding upon the estate, legal representative, heirs, devisees, successors, and assigns of the Members and Manager.

9.3 Not for Benefit of Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or of any Member.

9.4 Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

9.5 Amendment. Amendments to this Agreement shall only be made by a writing signed by all of the Members.

9.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

9.7 Waiver of Partition. Each Member agrees that irreparable damage would be done to the Company if any Member brought an action in court to dissolve the Company. Therefore, each Member agrees not to, either directly or indirectly, take any action to require partition of the Company or of any of the assets or properties of the Company. The Members accept the provisions of this Agreement as the sole source of entitlement on termination, dissolution or liquidation of the Company and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or other liquidation with respect to his Interest, in or with respect to, any assets or properties of the Company.

9.8 Non-Waiver. The failure of any Member to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance in the future. No consent or waiver, expressed or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

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

IN WITNESS WHEREOF, the Members have signed this Agreement effective as of the day first above written.

Dated: 5/19/, 2016

Paul V. Disdier

Dated: 5/18, 2016 James F. Disdier

Dated: 5/18, 2016 Robert C. Banghart

Dated: 5/18, 2016 Callahan Dillon

Dated: 5/19, 2016 Kimberlee E. Weal

Dated: 5/18, 2016 William Lomax

Dated: 5/18, 2016 Joseph Lilly

Dated: 5/19, 2016 Shane Quigley

Dated: 5/18, 2016 Michael Stark

State of Alaska
Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

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ARTICLES OF AMENDMENT
Domestic Limited Liability Company
AS 10.50.100

☐ **$25.00 Filing Fee (non-refundable)**

Pursuant to Alaska Statutes 10.50.100, the undersigned corporation adopts the following amended Articles of Organization.

ITEM 1: Name of the Entity: The Fireweed Factory LLC
Alaska Entity #: 10032994

ITEM 2:
Date the original Articles of Organization were filed: 10-26-2015

ITEM 3: List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

Article 4: Management
change from member managed to a manager managed LLC.

Attach a separate sheet if needed.

ITEM 4: The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

Signature	Printed name	Title	Date
Paul V. Disdier	Paul V. Disdier	Manager	5/19/16

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.

5598396

State of Alaska
Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
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Juneau, AK 99811-0806
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NOTICE OF CHANGE OF OFFICIALS
Domestic Limited Liability Company
AS 10.50.765

☐ **$25.00 Filing Fee (non-refundable)**

Pursuant to Alaska Statutes 10.50.765, the following will apply to the members and/or managers on record:

ITEM 1: Name of the Entity: | Alaska Entity #:

The Fireweed factory LLC.	10032994

ITEM 2: Prior and new information:

Prior member/manager	New (replacement) member/manager	New (replacement) mailing address	X if Member	X if Manager	% of interest held
Paul V. Disdier	Paul V. Disdier	8393 N. Douglas Hwy Juneau, AK 99801	X		72%
June E Hall	James F. Disdier	9951 Stephen Richards Drive #29 Juneau, AK	X		3%
Paul Disdier	Robert Banghart	6615 N. Douglas Hwy Juneau, AK 99801	X		3%
" "	Callahan Dillon	2936 Douglas Hy Juneau, AK 99624	X		2%
" "	Kimberly E. Wear	PO. Box 35165 Juneau AK 99803	X		4%

Attach an additional sheet if necessary. (over)

ITEM 3: The Statement must be signed by a manager, member, or Attorney-in-Fact.

Signature	Printed name	Title	Date
Paul V. Disdier	Paul V. Disdier	MEMBER	5/19/16

NOTE: Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Mail the Notice of Change of Officials and non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.

Member
William Lomax Po. Box 211635 Auke Bay 99210 5%
Joseph Lilly P.O. Box 240008 Juneau AK 99801 3%
Shane Quigley 4449 Mountainside Juneau, AK 5%
Michael Stark 8270 N. Douglas Hwy Juneau, AK 3%

Prior For all of above

Paul V. Disdier