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Einstein Enterprises, Inc.
Buy-Sell Agreement

THIS EINSTEIN ENTERPRISES, INC. BUY-SELL AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2016, by and among Justin Roland, Kenneth Knight and Lucinda Mahoney (individually, each the "Shareholder" and collectively, the "Shareholders"), and Einstein enterprises, Inc., an Alaska corporation (the "Corporation"). For purposes of this Agreement, the term "Shareholder" or "Shareholders" shall also include any other person who becomes or is required to become a party to this Agreement, and the term "Founding Shareholder" or "Founding Shareholders" shall refer to Justin Roland.

The purpose of this Agreement is to provide for the purchase and sale of a Shareholder's interest in the Corporation.

Therefore, in consideration of the mutual promises and obligations set forth in this agreement, the parties agree as follows:

Article I
Corporation Ownership

Section 1.01. At this time, the outstanding capital stock of the Corporation consists of 10,000 outstanding shares that are owned as follows:

Justin Roland owns 4,900 shares of capital stock.

Kenneth Knight owns 4,700 shares of capital stock.

Lucinda Mahoney owns 400 shares of capital stock.

Section 1.02. The stock certificates have been or shall be endorsed with the following legend:

> The sale or transfer of this certificate is subject to the Einstein Enterprises, Inc. Buy-Sell Agreement dated July 1, 2016, as amended from time to time, a copy of which is on file with the Secretary of the Corporation.

Section 1.03. In the event of changes in the stock by reason of stock dividends, stock splits, transfers, additional acquisitions or combinations of shares, reclassification, recapitalizations, mergers, consolidations or reorganizations, this Agreement shall apply to all of the resulting equity securities, but not to any resulting debt obligations.

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Article II
Stock Transfer Restrictions

Section 2.01. While this Agreement is in effect, no Shareholder shall have any right to sell, gift, assign, encumber, transfer or otherwise dispose of his or her stock except as provided in this Agreement. Any sale, gift, assignment, encumbrance, transfer or other disposition of stock in contravention of the terms of this Agreement shall be null and void. This provision shall not prohibit or restrict the Corporation's right to issue shares of stock in the Corporation.

Section 2.02. A Shareholder shall not mortgage, pledge or otherwise encumber his or her stock without the prior unanimous written consent of all Shareholders, which consent may be granted or denied in the sole discretion of each Shareholder. Moreover, such consent shall not be deemed an amendment to this Agreement for purposes of **Article** XVI.

Section 2.03. Notwithstanding anything to the contrary contained in this Agreement, at any time that the Corporation has in effect an election to be treated as an "S" Corporation under the Internal Revenue Code (the "Code"), no Shareholder may transfer his or her shares, either during the Shareholder's lifetime or by operation of a will or other testamentary instrument, unless such transferee is qualified to be an "S" Corporation shareholder pursuant to the terms of the Code.

Article III
Death

Section 3.01. Upon the death of a Shareholder, the deceased Shareholder's legal representative shall sell to the Corporation or the surviving Shareholders, and the Corporation or the surviving Shareholders shall purchase from the deceased Shareholder's legal representative, all of the Corporation's shares of stock owned by the deceased Shareholder. The Corporation shall have the first right to purchase the shares of stock owned by the deceased Shareholder. If the Corporation fails to do so, then the surviving Shareholders shall purchase the shares.

a. In the event the surviving Shareholders purchase the deceased Shareholder's shares, the surviving Shareholders shall purchase the deceased Shareholder's stock on a "pro rata basis," under which each Shareholder shall purchase that portion of the deceased Shareholder's shares (the "Subject Shares") that equals the number of the Corporation's shares the Shareholder owns divided by the total number of the Corporation's shares that all Shareholders own (excluding the Subject Shares), all determined immediately prior to such purchase.

b. The purchase price for the shares owned by the deceased Shareholder shall be determined under Article VII. The purchase price shall be paid under the terms reflected in Article VIII.

c. Closing shall occur no later than 60 days after the Shareholder's death. Closing shall take place at the Corporation's primary place of business at a time and date

mutually agreed upon by the Corporation and the deceased Shareholder's legal representative. At the Closing, the deceased Shareholder's legal representative shall deliver certificates representing all of the shares being bought and sold, duly endorsed, free and clear of all encumbrances.

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Article IV
Disability

Section 4.01. In the event a Shareholder is "disabled," as defined in Section 4.02, and for so long as the disability continues, the remaining Shareholders shall have the option to purchase, on a pro rata basis, all, but not less than all, of the shares of the Corporation's stock owned by the disabled Shareholder. Alternatively, the remaining Shareholders may direct that the Corporation purchase the deceased Shareholder's shares. The purchase price for the shares shall be determined under Article VII. The purchase price shall be paid under the terms reflected in Article VIII.

Section 4.02. A Shareholder will be considered to be "disabled" when the Shareholder is deemed to be totally disabled under the Corporation's long-term disability policy. The disabled Shareholder will continue to be considered disabled until the insurance company ceases to recognize the Shareholder as being totally disabled under the policy. If disability insurance is not in place, the term "disabled" will refer to a condition resulting in a Shareholder's incapacitation for a period of no less than 90 days to such extent, due to a medically determinable physical or mental condition, that the Shareholder is unable to perform substantially all of his or her duties for the Corporation that were performed prior to such total disability.

Section 4.03. A life insurance policy owned by the Corporation on the life of a disabled Shareholder shall be kept in force following closing on the purchase and sale of the disabled Shareholder's stock for so long as any portion of the purchase price remains unpaid. If the disabled Shareholder dies prior to full payment for his or her stock, the death benefit under the policy shall be applied to the balance owing to the disabled Shareholder. If the death benefit exceeds the amount owed to the disabled Shareholder, the Corporation may retain the excess amount.

Article V
Involuntary Transfers

Section 5.01. In the event of the bankruptcy or insolvency of a Shareholder, entry of a charging order against a Shareholder's shares in the Corporation, levy or attachment of a Shareholder's shares, transfer of a Shareholder's shares ordered by a Court in a divorce or marriage dissolution, or any other involuntary transfer of a Shareholder's shares (each event is referred to as an "Involuntary Transfer" and the Shareholder subject to the Involuntary Transfer is referred to as the "Selling Shareholder), the Selling Shareholder's shares shall immediately be deemed to be offered for sale to the Corporation and the remaining Shareholders for the price determined by operation of Article VII and under the terms reflected in Article VIII. The offer shall remain open for a period of six months

following the Involuntary Transfer. The Selling Shareholder shall not be allowed to vote on the purchase of any or all of the shares by the Corporation or the remaining Shareholders.

Section 5.02. The Corporation or the remaining Shareholders may accept the offer to purchase any or all of the Selling Shareholder's shares by giving notice of acceptance to the Selling Shareholder and any third party transferee within the six month time period. The Corporation shall have the first right and the remaining Shareholders shall have the second right to purchase any or all the Selling Shareholder's shares. If not so accepted, the offer shall terminate upon the expiration of six months following the Involuntary Transfer.

Section 5.03. Shares in the hands of a third party transferee following an Involuntary Transfer shall be non-voting and the third party transferee shall have no voting rights under this Agreement or under the laws of the State of Alaska in any matter relating to the Corporation.

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Article VI
Termination of Employment

Section 6.01. Except as provided in Section 6.02 below, if the employment of a Shareholder, other than a Founding Shareholder, with the Corporation is terminated by the Corporation for cause or if a Shareholder, other than a Founding Shareholder, voluntarily terminates employment with the Corporation, the terminating Shareholder shall sell and the remaining Shareholders shall purchase on pro rata basis, all of the terminating Shareholder's stock of the Corporation for the price determined by operation of Article VII and upon the other terms and conditions provided in this Agreement within sixty (60) days of the termination of employment.

Section 6.02. Notwithstanding anything to the contrary provided in this Agreement, this Article shall not apply to a Shareholder whose employment with the Corporation is terminated simultaneously with or subsequent to: (a) the Shareholder's death, (b) a sale of all of the Shareholder's shares triggered by an involuntary transfer, as that term is defined in Article V, or (c) while a Shareholder is suffering from a disabling injury or illness, i.e., a condition which, so long as it continues, meets the definition of "disability" under Article IV.

Article VII
Purchase Price

Section 7.01. The purchase price of each share may be based on a unanimous agreement of all shareholders at any regularly scheduled meeting of shareholders and shall be binding upon all shareholders and their assigns for use as to all purchases defined in this Agreement to be determined under this Article VII for as long as such unanimous agreement is effective. If such shareholder agreement as to purchase price is not then in place, the purchase price for each share of the Corporation's stock for which the price is to be determined under this Article VII shall be the product of (i) the fair market value of 100% of the Corporation's stock determined by mutual agreement of the purchaser(s) and

seller, divided by (ii) the number of outstanding shares. The purchase price shall not take into account any discount corresponding to the block of stock representing less than 100% of the Corporation's outstanding stock.

Section 7.02. If the purchaser(s) and seller are unable to agree upon the fair market value of 100% of the Corporation's stock within thirty (30) days following a triggering event, the purchaser(s) and seller shall mutually select a qualified business appraiser to prepare a valuation reflecting the appraiser's opinion of the fair market value of 100% of the Corporation's stock. If the purchaser(s) and seller are unable to agree upon a mutually acceptable business appraiser, either party may petition the Superior Court for the Third Judicial District, State of Alaska, to appoint an appraiser. The cost of the appraisal shall be paid 50% by the purchaser(s) and 50% by the seller. The appraiser's opinion of value shall be conclusive on the purchaser(s) and seller.

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Article VIII
Terms of Payment

Section 8.01. Except as otherwise provided in this Agreement, when a purchaser becomes obligated or entitled to purchase shares of stock pursuant to this Agreement, the purchaser shall pay the seller the purchase price for such shares by delivering to the seller at Closing a cash down payment in the amount set forth below (the "Down Payment") and a promissory note executed by the purchaser payable to the seller in an amount equal to the balance of the purchase price (the "Note"). Closing shall take place within 60 days after the date the purchaser accepts the offer.

Section 8.02. The Down Payment shall be equal to the greater of 10% of the purchase price or, in the case of a Shareholder's death on whose life the Corporation or one or more of the surviving Shareholders holds a life insurance policy, the amount of the death benefit under the policy; provided that the Down Payment shall not exceed the purchase price.

Section 8.03. Subject to the annual payment cap described in Section 8.04, the Note shall be payable in five equal, consecutive annual installments of principal and interest. The Note shall bear interest from the date of its execution at a rate 2% greater than the prime rate of interest as reported in the Wall Street Journal, adjusted annually. The Note shall be secured by a perfected security interest in all shares of stock transferred by the seller to the purchaser pursuant to the terms of this Agreement. The Note shall permit prepayment without penalty, but a prepayment shall not be deemed to satisfy any remaining annual payment falling due after the prepayment.

Section 8.04. The aggregate annual amount payable under one or more Notes delivered pursuant to this Agreement shall be capped at the greater of $250,000 or 40% of the Corporation's EBITDA (as defined below) for the calendar year immediately preceding the payment due date. If the Notes subject to the annual payment cap are payable to more than one holder, then payment of the capped payment shall be made pro rata to the holders. If the Notes subject to the annual payment cap are payable by more than one maker, then payment of the capped payment shall be made pro rata by the makers. The Corporation's

EBITDA shall mean the Corporation's earnings before interest, (income) taxes, depreciation and amortization, as determined by the Corporation's outside CPA in accordance and consistent with the Corporation's regular methods of accounting.

Section 8.05. At closing, the seller shall deliver to the purchaser an assignment of the shares of stock, together with all instruments necessary to accomplish the transfer including, but not limited to, powers of attorney or letters testamentary or of administration. Transfer of the shares of stock shall be made free and clear of all taxes, debts, claims or other encumbrances whatsoever.

Section 8.06. In the event of default of payment of amounts due under a Note, the seller, or the seller's successors or assigns, shall, upon 15 days' written notice to the Secretary of the Corporation, have the right to examine the books and records of the Corporation during reasonable business hours and in a manner which will not unreasonably interfere with the business of the Corporation, and to receive copies of all accounting reports and tax returns prepared for or on behalf of the Corporation. The seller or the seller's successors or assigns shall keep confidential all information disclosed by any examination of the books, records, accounting reports and tax returns of the Corporation provided for in this section.

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Article IX
Right of First Refusal

Section 9.01. If a Shareholder receives a bona fide offer for the purchase of all or any of the Shareholder's shares of the Corporation's stock and desires to accept the offer, the Shareholder must first offer the shares for sale by written notice to the Corporation and the remaining Shareholders for the same price and on the same terms and conditions as the bona fide offer. The offer shall remain open for a period of 90 days following the giving of the notice. The Shareholder offering his or her shares for sale may not vote, as a Shareholder, on the issue of the purchase of the shares by the Corporation.

Section 9.02. An offeree may accept the offer by giving written notice to the Shareholder offering his or her shares for sale within the time provided. The Corporation will have the first right to purchase any offered shares, and then the remaining Shareholder will have the right to purchase any remaining shares. If not so accepted, the offer shall terminate upon expiration of the 90 day period.

Section 9.03. Any shares offered for sale pursuant to this Article that are not purchased pursuant to such offer within the time allowed may be sold to the bona fide offeror for the price and upon the terms and conditions set forth in the bona fide offer for a period of 90 days commencing upon the termination of the offer period. As a condition of the sale, the selling Shareholder shall require that the third party becomes a party to this Agreement at Closing so that after the consummation of the sale the third party shall be subject to all of the terms and conditions of this Agreement.

Article X
Release from Indebtedness

Section 10.01. Upon transfer of all of the shares of a Shareholder to the Corporation or the other Shareholders pursuant to the terms of this Agreement, the Corporation and the remaining Shareholders agree to use their reasonable efforts to release from liability (i) any property of such selling Shareholder which is used as security for any indebtedness of the Corporation and (ii) such selling Shareholder for any indebtedness (other than that owed to the Shareholder) which was incurred for a corporate purpose. The Corporation and the remaining Shareholders shall also use their best efforts to release the withdrawing Shareholder from any liability which the withdrawing Shareholder has on any notes or contracts which the withdrawing Shareholder has personally guaranteed or executed individually for the Corporation. Such releases shall occur, to the extent practicable, within 12 months after the date of such transfer.

Section 10.02. Notwithstanding the above, the Corporation and the remaining Shareholders agree to indemnify and hold harmless the withdrawing Shareholder, the withdrawing Shareholder's estate and/or his successors or assigns from any and all such liabilities which he incurs in the event of a default by the Corporation with respect to any such obligations.

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Article XI
Restrictions on Corporate Action

Section 11.01. While the Corporation is in default of payment on a Note given to a Shareholder for the purchase of shares of the Corporation's stock pursuant to this Agreement, the Note holder may give written notice to the Corporation, and in that case the parties agree that the following restrictions apply unless the Note holder consents in writing to such action, which consent may not be unreasonably withheld.

Section 11.02. In the event that the Corporation pays a dividend or dividends to the remaining Shareholders in excess of the amount equal to the income tax that the remaining Shareholders owe or will owe on the income of the Corporation for the tax year with respect to which the dividend is paid (determined using the highest combined federal and state rates applicable to each Shareholder based solely on the Shareholder's state of residency), the excess dividends so received by the remaining Shareholders shall be paid over to the Note holder as payment on the remaining Shareholders' obligations under any such Note.

Section 11.03. If after application of the preceding paragraph, there remains any unapplied amount and if the Corporation remains obligated to make payments on a Note executed or to be executed pursuant to this Agreement, then all remaining excess amounts shall be paid over to the Note holder as payment of the Corporation's obligation under any such Note. The amounts so applied to payment of the obligation of the Corporation shall be considered a loan to the Corporation.

Section 11.04. Notwithstanding anything in this Article to the contrary, the remaining Shareholders shall have the right to retain any dividend so received in excess of the total amount owed the Note holder by such Shareholders and the Corporation on any Notes executed or to be executed pursuant to this Agreement.

Section 11.05. The Corporation may not increase the base compensation of any Shareholder, or of any spouse, child or other relative of a Shareholder, annually, or hire or employ the spouse, descendants or other relatives of any Shareholder unless such person is employed by the Corporation prior to the point in time at which amounts shall become in arrears under any such Note.

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Article XII
Insurance Policies

Section 12.01. The Corporation or a Shareholder shall have the right, without obligation, to purchase life insurance policies on the life of a Shareholder in order to provide a source of funds to pay for shares purchased from the legal representative of a deceased Shareholder under this Agreement. The Corporation or a Shareholder also shall have the right, without obligation, to purchase disability buy-out insurance policies on a Shareholder in order to provide a source of funds to pay for shares purchased from a disabled Shareholder under this Agreement. The party purchasing such policy or policies shall be the owner and beneficiary of each such policy. The Shareholders shall cooperate in the acquisition of any such policy by performing all reasonably necessary acts, including, but not limited to, submitting to medical examinations, supplying truthful information for applications for insurance, and executing insurance applications.

Section 12.02. The insured under any life insurance policy or policies purchased pursuant to this Agreement shall have the right to purchase such policy or policies on his or her own life as follows:

a. From the estate of a deceased Shareholder within forty-five (45) days after the appointment of a Personal Representative for the deceased Shareholder;

b. From a withdrawing Shareholder within thirty (30) days after the sale or disposition of all of such withdrawing Shareholder's stock under this Agreement;

c. From the policy owner within thirty (30) days after the termination of this Agreement under Section 16.02;

d. Except as otherwise provided in subsection (e), from the policy owner within thirty (30) days after the sale of disposition or all of the insured's stock during his lifetime as provided in this Agreement; and

e. With respect to those policies which must be kept in effect during the term of a buy-out pursuant to Section 4.03, from the policy owner within thirty (30) days after receipt of full payment of the deferred purchase price.

Section 12.03. The foregoing right of purchase shall be exercised as to each policy by paying to the policy owner, in cash, within the time specified, an amount equal to the cash value on the date of the transfer of ownership plus the amount of any unused premiums, as determined by the insurance company which issues the policy, less any indebtedness secured by the policy. The policy owner shall cooperate in obtaining and supplying such information and executing such documents as are reasonably necessary to transfer ownership of the policy.

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Article XIII
Covenant Not to Compete

Section 13.01. Each Shareholder agrees that, for a period of 24 months after his or her termination of employment with the Corporation or the sale or transfer of all of his or her shares of the Corporation's stock, the Shareholder shall not, in any manner, whether with or without cause, directly or indirectly, in the Anchorage Bowl, Girdwood or Eagle River areas, without the prior written consent of the Corporation:

a. provide any services to a customer of the Corporation, whether as an employee, independent contractor, agent, partner, consultant or otherwise (the term "customer" means persons or entities who or which were customers of the Corporation during the Shareholder's term of employment with Corporation or with whom the Corporation negotiated for the sale of its services within 365 days prior or subsequent to the Shareholder's termination of employment);

b. engage in or hold a financial interest in a business, or a subsidiary or division of any business, which interest was not held at least 12 months prior to their termination of employment or the sale or transfer of all of his or her shares of the Corporation's stock, which operates within the state of Alaska and which provides marijuana or marijuana derived products, provided that merely working for a business as an employee without holding any ownership or equity interest in the business shall not be prohibited; or

c. induce or take any action that could be reasonably expected to induce any employee, contractor or consultant of the Corporation to leave its employ or breach an existing employment, contractor or consulting agreement or arrangement with the Corporation.

Section 13.02. Each Shareholder agrees that the covenants he or she has made in this Article are reasonable with respect to their duration, geographical area and proscription. Each Shareholder further agrees that the covenants he or she has made in this Article shall be construed as an agreement independent of any other provision of this Agreement. The covenants made in this Article shall survive the sale of a Shareholder's stock and termination of this Agreement. Moreover, the existence of any claim or cause of action of a Shareholder against the Corporation, whether or not predicated upon the terms of this Agreement, shall not constitute a defense to the enforcement by the Corporation of these covenants.

Section 13.03. In the event of a Shareholder's actual or threatened breach of the provisions of this Article, the Corporation and any other purchaser of such Shareholder's stock pursuant to this Agreement shall have the right to obtain injunctive relief, specific performance, and/or liquidated damages in the form of a forfeiture of any payments due and owing to the Shareholder under this Agreement or any promissory note executed pursuant to this Agreement, and to seek any other remedy available to them. The Corporation and Shareholders agree that because of the nature of the Corporation's business that it would be difficult to ascertain with any reasonable degree of certainty the amount of damages that might be suffered by a violation of the Covenant not to Compete, but the amount of liquidated damages imposed by this section is reasonable.

Section 13.04. Notwithstanding anything to the contrary in this Agreement, if the Corporation reasonably believes that a Shareholder is in breach of the provisions of this Article, any purchaser of such Shareholder's stock pursuant to this Agreement may withhold payments for such stock until a final determination is made as to whether the selling Shareholder has in fact violated the provisions of this Article. If the final determination is that the selling Shareholder did breach the provisions of this Article, the purchaser may forward all remaining payments to the Corporation (or if the purchaser is the Corporation, it may retain the payments) to the extent of any damages calculated as part of the final determination. If the final determination is that the selling Shareholder did not breach the provisions of this Article, the purchaser shall promptly deliver all withheld payments to the selling Shareholder, although no interest shall be payable with respect to the withholding period.

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Section 13.05. If any provision of this Article becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Article legal and enforceable, and then second, if necessary, severed from the remainder of the Article to allow the remainder of the Article to remain in full force and effect.

Section 13.06. The restrictive covenants under this Article shall also apply to any affiliate of a Shareholder, which for these purposes shall mean a parent or subsidiary or any other related entity in which more than 50% of the voting, economic and other beneficial interests are held directly or indirectly by a Shareholder or by an person holding, directly or indirectly, more than 50% of the voting, economic and other beneficial interests of a Shareholder.

Section 13.07. The restrictive covenants under this Article shall terminate as to all Shareholders and former Shareholders upon the dissolution of the Corporation.

Section 13.08. The harm to the Corporation from any breach of the restrictive covenants under this Article may be difficult to determine and may be wholly or partially irreparable. Therefore, the Corporation may enforce such obligations by seeking an injunction as well as damages and other appropriate relief. If the Corporation is required to post a bond in connection with such enforcement, the parties agree that a reasonable value of such bond shall be $5,000. Each Shareholder agrees that any profits made in

violation of the restrictive covenants in this Article shall be held in constructive trust for the Corporation.

Article XIV
Confidential Information

Section 14.01. Each Shareholder acknowledges that he or she has received or may receive, or has contributed or will contribute to the production of, Confidential Information. For purposes of this Agreement, each Shareholder agrees that "Confidential Information" shall mean information or material proprietary to the Corporation, considered confidential by the Corporation, or created by the Corporation or its employees in the ordinary course of business and not generally known by non-Corporation personnel.

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Section 14.02. "Confidential Information" shall include information that the Shareholder develops, of which the Shareholder may obtain knowledge, or to which the Shareholder may have access through or as a result of the Shareholder's relationship with the Corporation or its affiliates (including information conceived, originated, discovered or developed in whole or in part by the Shareholder), and all trade secrets of the Corporation. Confidential Information also includes, but is not limited to, the following types of information and any other information of a similar nature (whether or not reduced to writing) related to the Corporation's current or future business: the Corporation's business strategies, record-keeping systems, computerized operating systems (for use by either the Corporation or its customers), internally-developed software, intellectual property, other proprietary information, system manuals, operating methods, variations on or combinations of products and/or services, business plans, marketing and promotional programs, sales techniques, customer lists, personnel management and control systems, and computer, accounting and inventory systems, together with certain other proprietary information, standards, specifications, procedures, processes, plans and methods of operation, price lists, pricing policies, and financial information. Confidential Information also includes any information described above which the Corporation has obtained or will obtain from a third party and which the Corporation treats as proprietary or designates as Confidential Information, whether or not owned by or developed by the Corporation, including Confidential Information acquired by the Corporation from any of its affiliates. Information publicly known without breach of this Agreement or that is generally employed by the industry at or after the time the Shareholder first learns of such information, shall not be deemed part of the Confidential Information.

Section 14.03. Each Shareholder agrees that while holding shares of the Corporation's stock, and at all times thereafter, the Shareholder will hold in confidence and not directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, nor utilize any of the Confidential Information for any purpose, except in the course of the Shareholder's work for the Corporation.

Section 14.04. In the event of a Shareholder's actual or threatened breach of the provisions of this Article, the Corporation or any other purchaser of such Shareholder's stock pursuant to this Agreement shall have the right to obtain injunctive relief, specific performance, and/or liquidated damages in the form of a forfeiture of any payments due

and owing to such Shareholder under this Agreement or any promissory note executed pursuant to this Agreement, and to seek any other remedy available to them.

Section 14.05. Notwithstanding anything to the contrary in this Agreement, if the Corporation reasonably believes that a Shareholder is in breach of the provisions of this Article, any purchaser of such Shareholder's shares of the Corporation's stock pursuant to this Agreement may withhold payments for such shares until a final determination is made as to whether the selling Shareholder has in fact violated the provisions of this Article. If the final determination is that the selling Shareholder did breach the provisions of this Article, the purchaser may forward all remaining payments to the Corporation (or if the purchaser is the Corporation, it may retain the payments) to the extent of any damages calculated as part of the final determination. If the final determination is that the selling Shareholder did not breach the provisions of this Article, the purchaser shall promptly deliver all withheld payments to the selling Shareholder, although no interest shall be payable with respect to the withholding period.

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Section 14.06. If any provision of this Article becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Article legal and enforceable, and then second, if necessary, severed from the remainder of the Article to allow the remainder of the Article to remain in full force and effect.

Article XV
Subchapter "S" Provisions

Section 15.01. In the event that the Corporation has elected as of the date of this Agreement or in the future elects tax treatment under Subchapter "S" of the Code, the Shareholders agree not to revoke the election, nor take any action or refuse to take any action which would result in the automatic termination of the election, unless all Shareholders agree in writing to revoke or terminate the election. In addition, if all Shareholders determine to revoke or terminate the "S" Corporation election, then all Shareholders shall agree to comply with any Code requirement necessary to effect the revocation or termination and shall jointly specify the effective date of the revocation.

Section 15.02. If a Shareholder terminates his or her interest in the Corporation while it retains its "S" Corporation status, then the remaining Shareholders shall have the sole discretion to determine whether items of income (including tax exempt income), loss, deduction or credit shall be allocated to the withdrawing Shareholder on a pro rata basis in the manner set forth in Section 1377(a)(1) of the Code or whether such items shall be applied as if the taxable year consisted of two taxable years, the first of which ends on the date of such Shareholder's termination of interest, in the manner set forth in Section 1377(a)(2) of the Code. If the latter alternative is elected, all persons who were Shareholders during the subject taxable year shall consent to the election. All persons who were Shareholders at any time during the taxable year shall therefore promptly execute and deliver to the Corporation all documents necessary to make said election.

Section 15.03. If subsequent to the Corporation's election to be treated as an "S" Corporation the election is terminated through inadvertence by reason of its ceasing to be a "small business corporation" or its receipt of passive income in excess of 25% of its gross receipts, then the Corporation and the Shareholders, including each person who was a Shareholder of the Corporation at any time during the period in which the Corporation inadvertently ceased to be a small business corporation, whether or not any such Shareholder subsequently transferred his or her shares, agree to take all such corporate and other action as they may reasonably take in order to preserve the "S" Corporation status. To this end, within a reasonable period of time after discovery of the event resulting in such termination the Corporation shall take appropriate steps so that it is once more a small business corporation under the Code. Further, the Corporation and each person who was a Shareholder of the Corporation at any time during the period in which the Corporation inadvertently ceased to be a small business corporation, whether or not such Shareholder subsequently transferred his or her shares, shall agree to make all adjustments required by the Internal Revenue Service to preserve the "S" Corporation status.

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Article XVI
Amendment and Termination of this Agreement

Section 16.01. Except as otherwise provided in this Agreement, this Agreement may be amended at any time by a written instrument signed by all parties.

Section 16.02. This Agreement shall terminate upon:

a. The written agreement of all parties;

b. The dissolution, bankruptcy or insolvency of the Corporation;

c. Upon the simultaneous death of all Shareholders, or upon the death of the first Shareholder to die if all Shareholders die within thirty (30) days of each other;

d. The sale of all of a Shareholder's stock pursuant to this Agreement, but only with respect to the selling Shareholder and except to the extent that this agreement governs the terms and conditions of such sale; or

e. When all of the stock in the Corporation is owned by one person or entity, except to the extent that this Agreement governs the terms and conditions of any sale occurring prior to that time.

Article XVII
Further Assurances / Attorney in Fact

Section 17.01. Each party agrees that, from time to time upon the written request of any other party of this Agreement, he or she will execute and deliver such further documents and do or cause to be done such further acts and things as any other party to this Agreement may reasonably request in order to fully effect the purpose of this Agreement.

Section 17.02. In the event a Shareholder is required to sell or offer his or her shares of the Corporation's stock to either the Corporation or the other Shareholders, and the Corporation or the other Shareholders are required or agree to purchase such shares, upon the happening of the event that triggers such an obligation such selling Shareholder and such purchaser hereby appoint each Officer of the Corporation as attorney-in-fact for such selling Shareholder and such purchaser, respectively, for the purpose of signing documents or instruments and taking any other action that the Officer of the Corporation determines to be necessary to effectuate the sale and purchase of shares pursuant to this Agreement including, without limitation, endorsement of certificates, execution of stock powers and other instruments. As a result of any such sale by such selling Shareholder and purchase by the Corporation or the other Shareholder, provided that the purchase price for such selling Shareholder's shares is deposited in a bank or with an escrow agent for delivery to such selling Shareholder, such selling Shareholder shall for all purposes be deemed to no longer be a shareholder of the Corporation. Such appointment of the Officers of the Corporation as attorney-in-fact shall be irrevocable and coupled with an interest. Except to the extent caused by an Officer's gross negligence or willful misconduct, each party hereby releases the Officers from any claims, causes of action and demands at any time arising out of or with respect to any actions taken by the Officers pursuant to this Section.

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Section 17.03. Nothing in Section 17.02 shall be deemed to require any Officer to take any action or to assume any responsibility for or obligation or duty with respect to the transactions contemplated by this Agreement. In addition, prior to taking any such action the Officers of the Corporation may give written notice to all parties that such action will be taken, and giving them the right to object or to complete the transaction without the Officer's involvement. However, failure to give such notice or to take action regardless of any objections or other requirements stated by a party shall not affect the Officer's rights pursuant to this Article.

Section 17.04. Nothing in Section 17.02 shall be deemed to allow any Officer of the Corporation to act as attorney-in-fact for any Shareholder for any purpose other than to effectuate a sale and purchase as provided herein. Therefore, for example, no Officer shall have any power to agree to any purchase price for such Shareholder's stock, or to waive any rights of such Shareholder.

Article XVIII
Miscellaneous

Section 18.01. Corporation Inability to Purchase. If the Corporation becomes obligated to purchase shares of its stock pursuant to this Agreement: (i) the Corporation shall purchase and make payment for as many of the shares as it may do so legally; and (ii) the Corporation and the remaining Shareholders agree to take all such corporate action as they may reasonably take in order to maximize the number of shares that the Corporation may purchase and to maximize the Corporation's ability to pay for such shares. The obligations under this Section shall survive the closing of the Corporation's purchase of the shares.

Section 18.02. Agreement Binding. This Agreement shall be binding upon the Shareholders, their legal representatives, successors and assigns. The Shareholders, the Personal Representative of any deceased Shareholder, and all other parties bound by this Agreement shall promptly execute and deliver any and all papers or instruments necessary or desirable to carry out the provisions of this Agreement.

Section 18.03. Interest. In the event that the Internal Revenue Service ("IRS") determines that any interest rate pursuant to any provision of this Agreement or any Note granted under this Agreement is so low as to result in the imputation of interest pursuant to any provision of the Code, the parties agree to adjust such rate to the lowest rate which will avoid the imputation of such interest, and to execute any and all documents reasonably necessary to evidence such change. Such adjustment shall be effective as of the earlier to occur of the date of agreement of the parties to such adjustment or the date the IRS issues a 30-day letter with respect to any such interest rate. This agreement to adjust shall survive execution of this Agreement and the closing of any sale or transfer of stock pursuant to this Agreement.

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Section 18.04. Governing Law. This Agreement and all matters and issues collateral to this Agreement shall be construed according to Alaska law.

Section 18.05. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 18.06. Severability. If any provision of this Agreement or its application to any person or circumstance is found to be or becomes invalid, illegal or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 18.07. Jurisdiction and Venue. The parties agree that the Superior Court for the Third Judicial District, State of Alaska, shall have exclusive jurisdiction, including *in personam* jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to this Agreement or a breach of this Agreement, except as otherwise unanimously agreed by the parties involved in the controversy.

Section 18.08. Attorneys' Fees. If any party shall commence any action or proceeding against another party in order to enforce the provisions of this Agreement, or to recover damages as the result of the alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with the action or proceeding, including, but not limited to, reasonable attorneys' fees.

Section 18.09. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered or if sent by certified or registered mail to the addresses set forth below, or to such other addresses the sending

and claims arising out of or relating to this Agreement or a breach of this Agreement, except as otherwise unanimously agreed by the parties involved in the controversy.

Section 18.08. Attorneys' Fees. If any party shall commence any action or proceeding against another party in order to enforce the provisions of this Agreement, or to recover damages as the result of the alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with the action or proceeding, including, but not limited to, reasonable attorneys' fees.

Section 18.09. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered or if sent by certified or registered mail to the addresses set forth below, or to such other addresses the sending party shall have had prior written notification. Such notices shall be effective as of the date of such personal delivery or as of the date of delivery shown on the receipt for delivery. The addresses for delivery of such notices shall be as follows:

If to the Corporation, at:

18621 N. Lowrie Loop
Eagle River, Alaska 99577

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If to Justin Roland, at:

18621 N. Lowrie Loop
Eagle River, Alaska 99577

If to Kenneth Knight, at:

10424 Loudermilk Circle
Anchorage, Alaska 99501

If to Lucinda Mahoney, at:

3420 Southbluff Cir
Anchorage Alaska 99515

Section 18.10. Gender and Number. As used in this Agreement, the masculine gender shall include the feminine and neuter genders, and the singular shall include the plural, and vice versa, where the context requires.

Section 18.11. Captions. All captions, titles, headings and divisions in this Agreement are for purposes of convenience and reference only, and shall not be construed to limit or affect the interpretation of this Agreement.

Section 18.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Section 18.13. Representation by Manley & Brautigam, P.C. Each party acknowledges that the Agreement was prepared by Manley & Brautigam, P.C., legal

CORPORATION:
Einstein Enterprises, Inc.

By: _____
Justin Rolland, President JR

SHAREHOLDERS:

_____
Justin Rolland JR

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_____
Kenneth Knight

_____
Lucinda Mahoney

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

FOR

Einstein Enterprises, Inc.

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Pursuant to the provisions of the Alaska Corporations Code, AS 10.06.205, .208, .210 and .510, Alaska Entity Number 10035891, adopts the following Amended and Restated Articles of Incorporation. The restated articles 1, 2, 3, 4, 5 and 7- correctly set out without change the corresponding provisions of the articles as amended up to March 15, 2016. Articles 6, 8, 9, 10, 11, and 12 are amended and added.

The name of the Corporation is Einstein Enterprises, Inc.

These Amended and Amended and Restated Articles of Incorporation are adopted March 15, 2016.

These Amended and Amended and Restated Articles of Incorporation are approved March 15, 2016 by unanimous vote of the Board of Directors.

No shares have been issued or are outstanding.

ARTICLE 1
Entity Name

The Legal Name of the Corporation is Einstein Enterprises, Inc.

ARTICLE 2
Purpose

To own and operate the manufacturing and production of miscellaneous food and related products, and all other business matters associated with same.

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ARTICLE 3

NAICS Code

311999 - ALL OTHER MISCELLANEOUS FOOD MANUFACTURING

ARTICLE 4
Registered Agent

Name: Law Firm of Ernouf & Coffey, PC
Mailing Address: 3606 Rhone Circle, Suite 110, Anchorage, AK 99508
Physical Address: 3606 Rhone Circle, Suite 110, Anchorage, AK 99508

ARTICLE 5
Entity Addresses

Mailing Address: 18621 North Lowrie Loop, Eagle River, AK 99577
Physical Address: 18621 North Lowrie Loop, Eagle River, AK 99577

ARTICLE 6
Shares

6.1 Common Shares. The Corporation shall have one class of **Common Stock** of **100,000 Authorized Shares** with a **Par Value of $1.00** per share.

6.2 Transfer Restrictions: Other than as a result of the death of a Shareholder, no Shareholder may sell, assign, pledge, encumber, or otherwise transfer his Shares or his rights and obligations thereunder, in whole or in part, to any person without the prior written consent of the majority of Shareholders. Any attempted transfer of a Shares in contravention of the foregoing provisions shall be void and of no force of effect.

6.3 Involuntary Encumbrance and Sale to Shareholders: In the event any Shareholder's shares are seized to satisfy any debts of that Shareholder, the remaining Shareholder(s) shall have the option to purchase that Shareholder's interest in the

manner described in the bylaws of the Company.

6.4 Successors in Interest: Anyone who takes or acquires any shares from a Shareholder's shall, as a condition thereof, personally and individually assume all obligations of the Company, which have been personally and individually guaranteed by the remaining Shareholders.

ARTICLE 7
Officials

Justin Roland Incorporator

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ARTICLE 8
Management

8.1 Management: The management and structure of the Company is outlined in the Bylaws and within this Agreement.

8.2 Conflict of Interest: Each Shareholder, at any time may engage in and possess interests in any non-cannabis related venture of any and every type and description, independently or with others with no obligation to offer the Company or any other Shareholder the right to participate therein. Shareholders holding more than 10,000 shares of stock may not own other Cannabis related ventures unless otherwise approved by the Shareholders and Board of Directors.

8.3 Confidentiality: No Shareholder shall disclose, other than as may be required and approved by the Board of Directors, in the performance of the business of the Company, and then only on a need-to-know basis, any confidential or proprietary information related to the Company's business.

8.4 Non-compete Clause: The Shareholders holding more than 10,000 shares of stock are prohibited from entering into any other agreement related to the acquisition, development, ownership, lease, rental or sale of real property in Alaska related to a cannabis business until after 2025.

ARTICLE 9
Indemnification

9.1 Policy of Indemnification and Advancement of Expenses: To the full extent permitted by Alaska law, as amended from time to time, and only to the extent that the assets of the Company are sufficient therefore, the Company shall indemnify any Shareholder of the Company, against judgements, penalties, fines, settlements, and reasonable expenses actually incurred by any such person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a Shareholder of the Company. No person shall be entitled to indemnification under this article IV for liabilities or expenses arising as a result of the gross negligence or willful misconduct of such person.

9.2 Indemnification of Employees and Agents: The Company may indemnify an employee or agent who is not a Shareholder to such extent, consistent with law, as may be agreed by contract.

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ARTICLE 10
Contributions of Capital

10.1 Repayment of Capital Contribution: No Shareholder with ownership shares will have the right to receive a return of all or any part of his contribution unless in the event of dissolution or liquidation of the Company, and then only to the extent net assets are available for distribution. Investments and loans that are not commensurate with ownership share will be paid according to loan agreements

10.2 Withdrawal or Reduction of Shareholders' Contributions to Capital:

a) A Shareholder shall not receive out of the Company's property any part of his Capital Contributions until all liabilities of the Company have been paid or there remains sufficient assets to pay such liabilities.

b) No Shareholder shall have the right to withdraw all or any part of his or her Capital Contribution.

c) Subject to provisions of these Articles, under circumstances involving a return of any Capital Contributions, no Shareholders shall have the right to receive property other than cash.

ARTICLE 11
Allocations, Dividends, Elections and Reports

11.1 Dividends: Subject to other provisions of these Articles, the revenues of the Company, after payment of all past and current operating expenses, and after set-aside of a reasonable sum for working capital, contingencies and future liabilities of the Company, will be distributed to the Shareholders in proportion to their respective Shareholder Interests, at least annually, on or before the last day of the month following the end of the third (3rd) quarter; provided however, without the consent of the Shareholders, the amount of the annual dividend (if funds are available for distribution) shall never be less than the product of the net income of the Company that is taxable to the Shareholders for Federal income tax purposes multiplied by the sum of the maximum marginal Federal and state income tax rates.

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11.2 Allocation of Profits and Losses: Profits and losses for any fiscal year shall be determined by the accountants of the Company and allocated annually among the Shareholders in proportion to their Shareholder Interests.

11.3 Limitation on Dividends: The Company may not make a dividend to its Shareholders to the extent that such distribution is prohibited under the Articles of the Organization.

11.4 Records and Reports: At the expense of the Company, the Board of Directors shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the company shall keep at the office of its registered agent, the following records which shall be available for inspection by Shareholders during regular business hours including:

a) Federal and state income tax returns

b) Copies of the bylaws

c) Complete books & records of account of the company

d) Documents required to be maintained under these Articles.

ARTICLE 12
Amendments

These Articles may be altered or repealed and new ones may be adopted by the Shareholders at any regular or special meeting by vote of 67% of the then outstanding shares of the Company.

The foregoing Amended and Restated Articles of Incorporation amend and supersede the original articles and all amendments to and restatements of the Corporation's original articles. The foregoing Amended and Restated Articles of Incorporation were adopted by a unanimous vote of the Board of Directors of the Corporation a meeting of the board held on March 15, 2016.

Date: 7-1-2016

By: _____
President

Date: 7/1/2016

By: _____
Secretary

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STATE OF ALASKA

Alaska Business License # **1032730**

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

EINSTEIN LABS

18621 NORTH LOWRIE LOOP EAGLE RIVER AK 99577

owned by

EINSTEIN ENTERPRISES, INC.

is licensed by the department to conduct business for the period

February 23, 2016 through December 31, 2016
for the following line of business:

31 - Manufacturing

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STATE OF ALASKA

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Chris Hladick

Alaska Entity #10035891

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

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STATE OF ALASKA

Certificate of Incorporation

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

EINSTEIN ENTERPRISES, INC.

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **February 19, 2016**.

Chris Hladick
Commissioner

AK Entity #: 10035891
Date Filed: 02/19/2016
State of Alaska, DCCED

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*

FOR DIVISION USE ONLY

Articles of Incorporation

Domestic Business Corporation

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1 - Entity Name

Legal Name: EINSTEIN ENTERPRISES, INC.

2 - Purpose

To own and operate the manufacturing and production of miscellaneous food and related products, and all other business matters associated with same.

3 - NAICS Code

311999 - ALL OTHER MISCELLANEOUS FOOD MANUFACTURING

4 - Registered Agent

Name: Law Firm of Ernouf & Coffey, PC
Mailing Address: 3606 Rhone Circle, Ste 110, Anchorage, AK 99508
Physical Address: 3606 Rhone Circle, Ste 110, Anchorage, AK 99508

5 - Entity Addresses

Mailing Address: 18621 North Lowrie Loop, Eagle River, AK 99577
Physical Address: 18621 North Lowrie Loop, Eagle River, AK 99577

6 - Shares

Complete the below stock information on record with the Department. You may not change your authorized shares with this form. An amendment is required. Fill in number of shares issued.

Class	Series	Authorized	Par Value	Amount Issued
Preferred		10000	$25.00	

7 - Officials

Name	Address	% Owned	Titles
Justin Roland			Incorporator

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Incorporator(s) listed above to act on behalf of this entity.

Name: Justin Roland

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STATE OF ALASKA

AK Entity #: 10035891
Date Filed: 08/02/2016
State of Alaska, DCCED

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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*

Business Corporation

Initial Biennial Report

Web-8/2/2016 12:00:31 PM

Entity Name: EINSTEIN ENTERPRISES, INC.
Entity Number: 10035891
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Law Firm of Ernouf & Coffey, PC
Physical Address: 3606 RHONE CIRCLE, STE 110, ANCHORAGE, AK 99508
Mailing Address: 3606 RHONE CIRCLE, STE 110, ANCHORAGE, AK 99508

Entity Physical Address: 18621 NORTH LOWRIE LOOP, EAGLE RIVER, AK 99577

Entity Mailing Address: 18621 NORTH LOWRIE LOOP, EAGLE RIVER, AK 99577

Please include all officials. Check all titles that apply. Must use titles provided. All domestic business corporations must have a president, secretary, treasurer and at least one director. The secretary and the president cannot be the same person unless the president is 100% shareholder. The entity must also list any alien affiliates and those shareholders that hold 5% or more of the issued shares.

Name	Address	% Owned	Titles
Justin Roland	18621 N. Lowrie Loop, Eagle River, AK 99577	49	Director, President, Shareholder
Lucinda Mahoney	3420 Southbluff Circle, Anchorage , AK 99515	4	Shareholder, Treasurer
Kenneth Knight	10424 Loudermilk Circle , Anchorage , AK 99501	47	Secretary, Shareholder

NAICS Code: 311999 - ALL OTHER MISCELLANEOUS FOOD MANUFACTURING

New NAICS Code (optional):

Complete the below stock information on record with the Department. You may not change your authorized shares with this form. An amendment is required. Fill in number of shares issued.

Class	Series	Authorized	Par Value	Amount Issued
Preferred		10000	$25.00	10000

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Justin Rolad

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