AK Entity #: 10047436
Date Filed: 12/22/2016
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 Organization

Domestic Limited Liability Company

Web-12/22/2016 9:02:34 AM

1 - Entity Name

Legal Name: Remedy Shoppe, LLC

2 - Purpose

Any lawful

3 - NAICS Code

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

4 - Registered Agent

Name: BAXTER BRUCE & SULLIVAN P.C.
Mailing Address: P.O. Box 32819, Juneau, AK 99803
Physical Address: 9309 Glacier Highway, Suite A-201, Juneau, AK 99801

5 - Entity Addresses

Mailing Address: P.O. Box 193, Skagway, AK 99840
Physical Address: 371 3rd Avenue, Skagway, AK 99840

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Gabriel Sassoon			Organizer

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 Official(s) listed above to act on behalf of this entity.

Name: Shirley Davenport

Alaska Entity #10047436

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

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Remedy Shoppe, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **December 22, 2016**.

Chris Hladick
Commissioner

AK Entity #: 10047436
Date Filed: 12/28/2016
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

Limited Liability Company

Initial Biennial Report

Web-12/28/2016 7:53:50 AM

Entity Name: Remedy Shoppe, LLC
Entity Number: 10047436
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: BAXTER BRUCE & SULLIVAN P.C.
Physical Address: 9309 GLACIER HIGHWAY, SUITE A-201, JUNEAU, AK 99801
Mailing Address: P.O. BOX 32819, JUNEAU, AK 99803

Entity Physical Address: 371 3RD AVENUE, SKAGWAY, AK 99840

Entity Mailing Address: P.O. BOX 193, SKAGWAY, AK 99840

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Tara Bass	P.O. Box 193, Skagway, AK 99840	100	Member

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

New NAICS Code (optional):

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: Shirley Davenport

OPERATING AGREEMENT OF

REMEDY SHOPPE, LLC
AN ALASKA LIMITED LIABILITY COMPANY

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (Agreement) is made and entered into effective December 22, 2016, by Tara Ann Bass.

ARTICLE I
Definitions

1.01. **Definitions.** The following terms used in this *Operating Agreement* shall have the following meanings (unless otherwise expressly provided herein):

a. "Act" means the Alaska Revised Limited Liability Company Act (AS 10.50.010 *et seq.*).

b. "Articles of Organization" shall mean the *Articles of Organization* of Remedy Shoppe, LLC as filed with the State of Alaska, Department of Commerce, Community & Economic Development, Division of Corporations, Business and Professional Licensing, as the same may be amended from time to time.

c. "Agreement" means this limited liability *Operating Agreement*, as amended from time to time.

d. "Capital Account" as of any given date shall mean the Capital Contribution to the Company by the Managing Member as adjusted up to the date in question pursuant to Article VII.

e. "Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by the the Managing Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this *Operating Agreement*.

f. "Company" shall refer to Remedy Shoppe, LLC.

g. "Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

h. "Manager" shall refer to Managing Member Tara Ann Bass or her successor.

i. "IRC" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

j. "Membership Rights" shall mean all of the rights of the Managing Member.

k. "*Operating Agreement*" shall mean this *Operating Agreement* as originally executed and as amended from time to time.

l. "Alaska Revised Limited Liability Company Act" shall mean AS § 10.50.010 *et seq*.

ARTICLE II
Organization and Purpose

2.01 **Formation.** On December 22, 2016, Gabriel E. Sassoon organized Remedy Shoppe, LLC by executing and delivering *Articles of Organization* to the State of Alaska, Department of Commerce, Community & Economic Development, Division of Corporations, Business and Professional Licensing ("Division") in accordance with and pursuant to the Act (AS 10.50).

2.02 **Name.** The name of the Company is Remedy Shoppe, LLC.

2.03 **Principal Place of Business.** The principal place of business of the Company within the State of Alaska shall be 371 3rd Avenue, Skagway, Alaska 99840. The Company may locate its places of business and registered office at any other place or places as the Managing Member may from time to time deem advisable.

2.04 **Registered Office and Registration Agent.** The Company's registered office shall be at the office of its registered agent at 9309 Glacier Highway, Suite A-201, Juneau, Alaska 99801, whose mailing address is P.O. Box 32819, Juneau, Alaska 99803 and whose name is Baxter Bruce & Sullivan P.C. The registered office and registered agent may be changed from time to time by filing a Statement of Change with the Division pursuant to the Act.

2.05 **Term.** The term of the Company shall continue from the effective date of filing *Articles of Organization* with the Division until dissolved in accordance with either the provisions of this Operating Agreement or the Act.

2.06 **Managing Member.** Tara Ann Bass is the sole Managing Member of the Company and her address is P.O. Box 193, Skagway, Alaska 99840.

2.07 **Purpose.** The Company's business and purpose shall consist of 453998 - All Other Miscellaneous Store Retailers (except Tobacco Stores). and such activities as are necessary or incidental in connection therewith.

2.08 **Single Managing Member Company.** The Company has been created as a single Managing Member Company with the operational duties of the Company to be handled by the Managing Member.

2.09 **New Members.** If the sole Managing Member elects to admit additional Members to the Company or sell an ownership interest in the Company, this *Operating Agreement* shall be amended to add terms appropriate for a multiple member limited liability company, including, but not limited to, buy-sell provisions, valuation of ownership interest, voting rights, capital contribution, loans and voting. Additionally, the Managing Member shall file all documents necessary to report the admission of any new members to the Division pursuant to the Act.

ARTICLE III
Capital

3.01 **Initial Capital Contributions.** The Managing Member shall contribute to the Company cash in the amount of $10,000 and formation and registered agent fees of $3,272.50 paid to Baxter Bruce & Sullivan P.C. for a total initial capitalization amount of $13,272.50. The amount of the initial contribution of the Managing Member shall be recorded by the Managing Member as a contribution to the capital of the Company.

3.02 **No Additional Capital Contributions Required.** The Managing Member shall not be obligated to contribute any additional capital to the Company.

ARTICLE IV
Power and Duties

4.01 **Management.** The business and affairs of the Company shall be managed by the Member who will be designated Managing Member of the Company. The Managing Member shall direct, manage and control the business of the Company to the best of her ability. The Managing Member shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Company's business.

4.02 **Managing Member, Tenure and Qualifications.** The Managing Member shall hold office as long as she is a Member or until a successor shall have been elected and qualified. Any subsequent Manager shall be elected by the affirmative vote of the Managing Member who is the sole owner of the Company.

4.03 **Powers and Duties.** The Managing Member shall not have authority to:

a. Do any act in contravention of this Agreement;

b. Do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement;

c. Possess the Property, or assign rights in the Property, for other than a Company purpose;

d. Knowingly perform any act that would subject the Managing Member to liability in any jurisdiction;

e. Borrow money on behalf of the Company other than in the ordinary course of business or grant consensual liens on the Company's property. Except, however, the Managing Member is hereby authorized to secure financing for the Company, that is secured by the Company Property ("Mortgage") and other indebtedness expressly permitted in the documents related to the Mortgage, and to grant a mortgage, lien or liens on the Company's Property to secure such Mortgage.

4.04 **Certain Powers of Managing Member.** The Managing Member shall have power and authority, on behalf of the Company:

a. To borrow money on behalf of the Company as long as said loan proceeds are to be used in the ordinary course of business;

b. To purchase liability and other insurance to protect the Company's property and business;

c. To enter into contracts for the performance of repairs, maintenance and modifications to the property;

d. To execute on behalf of the Company all instruments and documents, including, without limitation: checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements and operating agreements;

e. To employ accountants, legal counsel, managing agents, property managers or other experts to perform services for the Company and to compensate them from Company funds;

f. To enter into any and all other agreements on behalf of the Company, with any other Person in the ordinary course of business for any purpose, in such forms as the Managing Member may approve;

g. To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

4.05 **Title to Company Property.** All property owned by the Company shall be owned by the Company as an entity and insofar as permitted by applicable law.

4.06 **Separateness/Operation Matters.** The Company shall conduct its business and operations in accordance with the following provisions:

a. None of the liabilities of the Company shall be paid from the funds of its Managing Member or any other person without the Company being obligated for such liabilities;

b. The Company shall not guarantee the debt or the performance of any obligation of the Managing Member, or any other person. The Company will not pledge any of the Company assets for the benefit of the Managing Member.

c. The Company shall conduct its affairs strictly in accordance with this Agreement and shall observe all necessary, appropriate, and customary limited liability company formalities, including, but not limited to, maintaining accurate and separate books, records and accounts (including, but not limited to, transaction accounts with any affiliate of the Company);

d. The books, records and accounts of the Company will at all times be maintained in a manner permitting the assets and liabilities of the Company to be easily separated and readily ascertained from those of any other person;

e. The Company will hold itself out to creditors and the public as a legal entity separate and distinct from any other entity, and will not hold itself out to the public or to any of its individual creditors as being a unified entity with assets and liabilities in common with any other person;

f. The Company shall not commingle its assets or funds with those of any other company or person;

g. In all dealings with the public, identify itself, and conduct its business, under its own name and as a separate and distinct entity;

h. Independently make decisions with respect to its business and daily operations;

i. Maintain an arm's length relationship with its "affiliates" approved by Managing Member;

j. Pay the salaries of its own employees;

k. Allocate fairly and reasonably any overhead for shared office and use separate stationery and checks;

l. File its own tax return, if necessary;

m. Maintain adequate capital sufficient to carry out these enumerated convenants and conduct its business as described herein; and

n. Not acquire obligations or securities of its Managing Member or any Manager.

4.07 **Liability for Certain Acts.** The Managing Member shall perform her managerial duties in good faith, in a manner she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Managing Member who so performs the duties of Managing Member shall not have any liability by reason of being or having been a Managing Member of the Company. The Managing Member shall not be liable to the Company for any loss or damage sustained by the Company, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Managing Member.

4.08 **Bank Accounts.** The Managing Member may from time to time open bank accounts in the name of the Company, and the Managing Member and designated representative of the Managing Member shall be the signatories on said accounts.

4.09 **Limitation on Liability; Indemnification.** Neither the Managing Member nor any affiliate of the Managing Member shall be liable, responsible or accountable in damages or otherwise to the Company or the Member for any act or omission by any such person performed in good faith pursuant to the authority granted to such person by this Agreement or in accordance with its provisions, and in a manner reasonably believed by such person to be within the scope of the authority granted to such person and in the best interest of the Company; provided that such act or omission did not constitute fraud, misconduct, bad faith or gross negligence. The Company shall indemnify and hold harmless the Managing Member and her employees or agent thereof, against any liability, loss, damage, cost or expense incurred by him/her/it on behalf of the Company or in furtherance of the Company's interest without relieving any such person of liability for fraud, misconduct, bad faith or negligence. The Managing Member shall not have any personal liability with respect to the satisfaction of any required indemnification of the above-mentioned persons.

Any indemnification required to be made by the Company shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the Company may advance funds to a person claiming indemnification under this § 4.09 for legal expenses and other costs incurred as a result of a legal action brought against such person only if (i) the legal action relates to the performance of duties or services by the person on behalf of the Company, (ii) the legal action is initiated by a party other than the Managing Member, and (iii) such person undertakes to repay the advanced funds to the Company if it is determined that such person is not entitled to indemnification pursuant to the terms of this Agreement.

4.10 **Indemnity of the Managers, Employees and Other Agents.** To the maximum extent permitted under the Act, the Company shall indemnify the Managing Member, her

employees and other agents to the fullest extent permitted by law, provided that the indemnification in any given situation is approved by the Managing Member.

4.11 **Resignation.** The Managing Member of the Company may resign at any time by giving written notice to the Company. The resignation of the Managing Member shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice.

If the Managing Member resigns as a Manager of the Company and elects a non-member Manager, this *Operating Agreement* shall be amended to add terms appropriate for a Manager managed limited liability company including, but not limited to, the requirement of the Manager to report to the Member regarding the financial aspects of his/her management of the Company. Additionally the Member shall file all documents necessary to report the election of a non-member manager to the State of Alaska, Department of Commerce, Community & Economic Development, Division of Corporations, Business and Professional Licensing pursuant to the Act.

4.12 **Reimbursement For Expenses.** The Managing Member shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred by the Managing Member in connection with the Company's business.

ARTICLE V
Rights and Obligations of Managing Member

5.01 **Limitation of Liability.** The Managing Member's liability shall be limited as set forth in this *Operating Agreement*, the Act and other applicable law.

5.02 **Company Debt Liability.** The Managing Member will not be liable for any debts or losses of the Company beyond the Managing Member's Capital Contributions.

5.03 **Company Books.** In accordance with § 7.05 below, the Managing Member shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books and other relevant Company documents.

ARTICLE VI
Company Meetings

6.01 **Special Meetings.** Special meetings of the Company, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managing Member.

6.02 **Place of Meetings.** The Managing Member may designate any place, either within or outside the State of Alaska, as the place of meeting for any meeting of the Company. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State of Alaska.

6.03 **Action by Managing Member Without a Meeting.** Action required or permitted to be taken at a meeting of Managing Member may be taken without a meeting if the action is evidenced by written consent describing the action taken and signed by the Managing Member.

ARTICLE VII
Accounting Procedures

7.01 **Allocation of Net Profit or Loss.** After giving effect to any special allocations set forth in this Agreement, the Net Profit or Net Loss for any fiscal year of the Company shall be allocated to the Member.

7.02 **Accounting Principles.** The Company's books and records shall be kept and its income tax returns prepared under such permissible method of accounting, consistently applied, as the Managing Member determines is in the best interest of the Company and its Managing Member.

7.03 **Loans to Company in the Company's Ordinary Course of Business.** Nothing in this *Operating Agreement* shall prevent the Managing Member from making secured or unsecured loans to the Company in the Company's ordinary course of business by agreement with the Company.

7.04 **Accounting Period.** The Company's accounting period shall be a fiscal year ending December 31.

7.05 **Records, Audits, and Reports.** The Company shall maintain records and accounts of all operations and expenditures of the Company.

7.06 **Returns and Other Elections.** The Managing Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the IRC and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business.

ARTICLE VIII
Miscellaneous

8.01 **Counsel to the Company**. Legal counsel to the Company may also from time to time serve as counsel to the Managing Member or a person affiliated with a Managing Member. The Managing Member may execute on behalf of the Company any consent to the representation of the Company that counsel may request pursuant to rules of professional conduct. By execution of this *Operating Agreement*, the Managing Member specifically acknowledges that Baxter Bruce & Sullivan PC has acted as counsel to the Company for purpose of preparing the documents necessary for the formation of the Company, and also has in the past, is presently or may in the future represent the Managing Member, or her affiliates. The Managing

Member agrees to waive any conflict which is created by the representation of Baxter Bruce & Sullivan PC of the Managing Member, her affiliates, and the Company.

8.02 **General.** As long as Remedy Shoppe, LLC is a single Member limited liability company, the Managing Member may sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration, (collectively, "sell") all or any part of her Membership Interest or Economic Interest.

8.03 **Application of Alaska Law.** This *Operating Agreement*, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Alaska, and specifically the Act.

8.04 **Execution of Additional Instruments.** The Managing Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney, and other instruments necessary to comply with any laws, rules or regulations.

8.05 **Headings.** The headings in this *Operating Agreement* are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this *Operating Agreement* or any of its provisions.

8.06 **Severability.** If any provision of this *Operating Agreement* or its application to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this *Operating Agreement* and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.

8.07 **Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements contained in this *Operating Agreement* shall be binding upon and inure to the benefit of the Managing Member and her successors and assigns.

8.08 **Creditors.** None of the provisions of this *Operating Agreement* shall be for the benefit of or enforceable by any creditors of the Company.

CERTIFICATE

The undersigned hereby agrees, acknowledges and certifies that the foregoing *Operating Agreement*, consisting of ten pages, constitutes the *Operating Agreement* of **Remedy Shoppe, LLC** adopted by the Managing Member of the Company and effective as of the 22nd day of December 2016.

MEMBER:

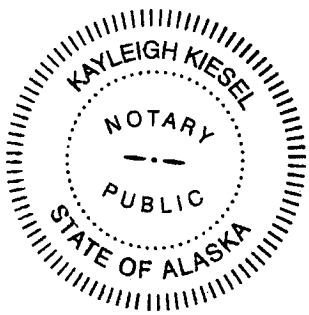
Tara Bass

Tara Ann Bass

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22 day of December 2016, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Tara Ann Bass,** to me known and known to me to be the person named in and who executed the within and foregoing instrument, and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Notary Public, State of Alaska
My commission expires: 9.18.18