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

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	50 Shades of Green LLC.

Entity Type: Limited Liability Company

Entity #: 10067899

Status: Good Standing

AK Formed Date: 9/12/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2019

Entity Mailing Address: PO BOX 877848, WASILLA , AK 99687

Entity Physical Address: 14481 W MARGAINAL ACCESS RD , HOUSTON, AK 99694

Registered Agent

Agent Name: Gabrielle Petersen-Christensen

Registered Mailing Address: PO BOX 877848, WASILLA, AK 99687

Registered Physical Address: 14481 W MARGINAL ACCESS RD , HOUSTON, AK 99694

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Gabrielle Petersen-Christensen	Member	80

AK Entity #	Name	Titles	Owned
	Jeff Gresio	Member	10
	Pamela Thomas	Member	10

Filed Documents

Date Filed	Type	Filing	Certificate
9/12/2017	Creation Filing	Click to View	Click to View
6/14/2018	Initial Report	Click to View	

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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
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Website: *Corporations.Alaska.gov*

COR

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Limited Liability Company
Initial Biennial Report

Web-6/14/2018 12:46:21 PM

Entity Name: 50 Shades of Green LLC.
Entity Number: 10067899
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Gabrielle Petersen-Christensen
Physical Address: 14481 W MARGINAL ACCESS RD , HOUSTON, AK 99694
Mailing Address: PO BOX 877848, WASILLA, AK 99687

Entity Physical Address: 14481 W MARGAINAL ACCESS RD , HOUSTON, AK 99694

Entity Mailing Address: PO BOX 877848, WASILLA , AK 99687

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
Gabrielle Petersen-Christensen	PO Box 877848, Wasilla, AK 99687	80	Member
Jeff Gresio	PO Box 876642, Wasilla, AK 99687	10	Member
Pamela Thomas	PO Box 2166, Palmer, AK 99645	10	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING
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: Gabrielle Petersen Christensen

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

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

Confirmation

Your filing is complete. Please print and retain this page for your records.

Important entity responsibility information is available by clicking the following link: Entity Responsibilty.

The entity responsibility document should be printed or saved and retained for your records.

Print certificates and filed documents from the entity's detail page. Click here and scroll down to Filed Documents.

Entity Details

Entity Number:	10067899
Legal Name:	50 Shades of Green LLC.
Filing Type:	Initial Report - Domestic Limited Liability Company

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Alaska Entity #10067899

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

50 Shades of Green LLC.

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **September 12, 2017**.

Chris Hladick
Commissioner

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

Confirmation

Your filing is complete. Please print and retain this page for your records.

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The entity responsibility document should be printed or saved and retained for your records.

Print certificates and filed documents from the entity's detail page. Click here and scroll down to Filed Documents.

ENTITY DETAILS

Entity Number: 10067899
Legal Name: 50 Shades of Green LLC.
Filing Type: Creation Filing - Domestic Limited Liability Company

PAYMENT INFORMATION

Receipt Number: 10802860
Receipt Date: 9/12/2017 9:46:55 PM
Payer Name: Gabrielle Petersen
Payment Amount: $250.00

Juneau Mailing Address
P.O. Box 110806
Juneau, AK 99811-0806
Physical Address
333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770
Phone Numbers
Main Phone: (907) 465-2550
FAX: (907) 465-2974

Anchorage Mailing/Physical Address
550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567
Phone Numbers
Main Phone: (907) 269-8160
FAX: (907) 269-8156

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Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

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NAME(S)

Type	Name
Legal Name	50 Shades of Green LLC.

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10067899
Status: Good Standing
AK Formed Date: 9/12/2017
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: N/A File Initial Report
Entity Mailing Address: PO BOX 877848, WASILLA , AK 99687
Entity Physical Address: 14481 W MARGAINAL ACCESS RD , HOUSTON, AK 99694

REGISTERED AGENT

Agent Name: Gabrielle Petersen-Christensen
Registered Mailing Address: PO BOX 877848, WASILLA, AK 99687
Registered Physical Address: 14481 W MARGINAL ACCESS RD , HOUSTON, AK 99694

OFFICIALS

☐ Show Former (None on file)

AK Entity #	Name	Titles	Owned
	Gabrielle Petersen-Christensen	Organizer	

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
9/12/2017	Creation Filing	Click to View	Click to View

Juneau Mailing Address
P.O. Box 110806
Juneau, AK 99811-0806

Physical Address
333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770

Phone Numbers
Main Phone: (907) 465-2550
FAX: (907) 465-2974

Anchorage Mailing/Physical Address
550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567

Phone Numbers
Main Phone: (907) 269-8160
FAX: (907) 269-8156

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Division of Corporations, Business and Professional Licensing

Confirmation

STEP 1 - PRINT AND RETAIN THIS PAGE FOR YOUR RECORDS.

This page may be used as proof of licensure until you receive your business license by mail.

STEP 2 - SELECT THE METHOD TO RECEIVE YOUR LICENSE:

◉ Print your license immediately online.
- OR -
○ Receive your license in the mail (mailed within 2 - 3 business days).

STEP 3 - PROCEED

Business License Detail Page for License #1059762

Business License #1059762 has been issued

Expiration Date: 12/31/2018
Business Name: 50 SHADES OF GREEN LLC
Primary Line of Business: 11 - Agriculture, Forestry, Fishing and Hunting
Primary NAICS: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING
Professional Lic #(s): not required
Owner Name: 50 SHADES OF GREEN LLC.
Entity Number: 10067899

Payment Information

Receipt Number: 10802864
Receipt Date: 9/12/2017
Payor Name: Gabrielle Petersen-Christensen
Payment Amount: $100

Juneau Mailing Address
P.O. Box 110806
Juneau, AK 99811-0806
Physical Address
333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770
Phone Numbers
Main Phone: (907) 465-2550
FAX: (907) 465-2974

Anchorage Mailing/Physical Address
550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567
Phone Numbers
Main Phone: (907) 269-8160
FAX: (907) 269-8156

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Matanuska-Susitna Borough Business License #: 31182

350 E. Dahlia Ave, Palmer, Alaska 99645

Effective Date: Sep 22, 2017 **Expiration Date:** Dec 31, 2018

This license must be prominently displayed.
It is not transferable or assignable.

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 of Alaska or the United States.

DEPARTMENT OF FINANCE

50 SHADES OF GREEN LLC
50 SHADES OF GREEN LLC
PO BOX 877848,
WASILLA, AK 99687

Business Location(s): 14181 W MARGINAL ACCESS ROAD

This is to certify that the licensee named above holds a Matanuska-Susitna Borough business license covering the period listed above.

Alaska Business License # **1059762**

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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

50 SHADES OF GREEN LLC

PO BOX 877848 WASILLA AK 99687

owned by

50 SHADES OF GREEN LLC.

is licensed by the department to conduct business for the period

September 12, 2017 through December 31, 2018
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

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
Commissioner

AK Entity #: 10067899
Date Filed: 09/12/2017
State of Alaska, DCCED

THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
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Website: *Corporations.Alaska.gov*

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Articles of Organization

Domestic Limited Liability Company

Web-9/12/2017 9:07:13 PM

1 - Entity Name

Legal Name: 50 Shades of Green LLC.

2 - Purpose

Marijuana Cultivation Facility

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Gabrielle Petersen-Christensen
Mailing Address: PO Box 877848, Wasilla, AK 99687
Physical Address: 14481 W Marginal Access Rd , Houston, AK 99694

5 - Entity Addresses

Mailing Address: PO Box 877848, Wasilla , AK 99687
Physical Address: 14481 W Margainal Access Rd , Houston, AK 99694

6 - Management

The limited liability company is managed by its members.

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7 - Officials

Name	Address	% Owned	Titles
Gabrielle Petersen-Christensen			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: Gabrielle Petersen-Christensen

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STATE OF ALASKA

OPERATING AGREEMENT

of

50 Shades of Green llc. with Gabrielle Petersen-Christensen, Pamela Thomas AND Jeffrey Gresio

This Operating Agreement (the "Agreement") made and entered into this 08 day of September, 2017 (the "Execution Date"),

BY:

Gabrielle Petersen-Christensen, Pamela Thomas and Jeffrey Gresio of Wasilla, Alaska

(the "Members").

BACKGROUND:

A. The Members wish to be the only members of a limited liability company.

B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Member will be as stated in Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be 50 Shades of Green llc.

Sole Member

3. While the Company consists only three Members, any reference in this Agreement to three or more Members requires the majority consent or unanimous consent of Members, or that requires a

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certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the three Members.

Purpose

4. Cultivation growing and care.

Term

5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

6. The Principal Office of the Company will be located at 14481 West Marginal Access Road, Houston, Alaska 99694 or such other place as the Members may from time to time designate.

Capital Contributions

7. The following is the Initial Contributions of the Members Pamala Thomas and Jeffrey Gresio. The Members agree to make the Initial Contributions to the Company in full, according to the following terms: Wherein the members as agreed upon Pamela will contribute $50,000.00 by the last day of September 2017 and Jeffrey will contribute an initial amount of $60,000.00 no later than the last day of January 2018. If for any reason the company is denied licensing or the failure of the company the members shall not hold another member liable for the repayment of the investment or will make alternative arrangements. The repayment of the Investment shall be done upon the availability of the company to pay out any of the investment ,or the success of the company as all members knowingly enter with no guarantee that the company will either fail or succeed.

Alocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members: 10 percent of any net profit and loss being allocated to Pamela Thomas with 10 percent to Jeffrey Gresio and the remaining 80 percent of the net profit or loss being allocated to Gabrielle Petersen-Christensen. The allocation shall begin on or around the first quarterly meeting commencing after two rotations of cultivation,

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allowing for the company to reinvest the funds into the company for its growth of the planned warehouse and equipment, and its completion, the salaries to the sub-contracted employees, allowing for the growth of the value of the company, once the scheduled growth is completed, the following quarterly meeting set to begin on or around the Fall of 2018, but no later than November 2018 will be the date that the Net Profit and Loss shall begin with the distribution to the members and continue quarterly for 24 months thereafter.

9. Where the Company consists of three or more members no one will have priority over any other member for the distribution of Net Profits or Losses except for Gabrielle Petersen-Christensen being given 80 percent while the other members are given 10 percent.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Liability for Contribution

11. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of Gabrielle Petersen-Christensen or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he/she is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

12. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, and where the Company consists of three or more Members, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.

13. Any advance to the Company by any Member in excess of the time provided of two years in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at

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such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Management

14. Management of this Company is vested by Gabrielle Petersen-Christensen.

Authority to Bind Company

15. Only the following individual shall have authority to bind the Company in contract: Gabrielle Petersen-Christensen.

Duty of Loyalty

16. While a person is a Member of the Company, and for a period of at least one year after that person ceases to be a Member, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

Member Meetings

17. Where the Company consists of three or more Members, a meeting may be called by any Member providing that reasonable notice has been given to the other Members.

18. Regular meetings of the Members will be held Quarterly, beginning: March 2018 and every three months following until the end of this contract or the interest of a member has ended.

Voting

19. Each Member will have a single equal vote on any matter, if a tie the vote will go to Gabrielle Petersen-Christensen and she shall have the final say.

Admission of New Members

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20. No new Members may be admitted into the Company without the consent and contract made by Gabrielle Petersen-Christensen.

Voluntary Withdrawal of a Member

21. A Member may withdraw from the Company with the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.

22. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

23. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

24. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Members mental incapacity; Members disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

25. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

26. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, Gabrielle Petersen-Christensen would receive the dissociated

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members remaining interest and elect to add another member at her discretion, the remaining Member will serve written notice of such election, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. If a Member is dissociated their distribution of the net profit and loss of this contract will cease by the next quarterly meeting.

27. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.

28. Any remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

29. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

30. Where any remaining Members not dissociated the interest of the dissociated member will automatically be received back to the company by allotting the dissociated members interest back to Gabrielle Petersen-Christensen. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

31. Where the Company consists of three or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, Gabrielle Petersen-Christensen will have a right of first purchase of that Member's Interest.

Valuation of Interest

32. Where the Company consists of three or more Members, a Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.

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33. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members.

34. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

35. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

36. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Company obligations to current Members;

    b. in satisfaction of Company debt obligations to current Members; and then

    c. to the Member.

Records

37. The Company will at all times maintain accurate records of the following:

    a. Information regarding the status of the business and the financial condition of the Company.

    b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

    c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.

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d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

38. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

39. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member commencing the opening of the company on or before April 2018. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

40. The funds of the Company will be placed in such secure safes located at a secret location by the Member Gabrielle Petersen-Christensen and one other person to be mentioned, in case of death or dismemberment.

Audit

41. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

42. This Company is intended to be treated as a disregarded entity, for the purposes of Federal and State Income Tax.

Annual Report

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43. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

    a. A copy of the Company's federal income tax returns for that fiscal year.

    b. A breakdown of the profit and loss attributable to each Member.

Goodwill

44. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

45. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

46. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

47. No Member may do any act in contravention of this Agreement.

48. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

49. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

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50. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

51. No Member may confess a judgment against the Company.

52. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

53. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

54. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

55. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

56. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

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57. The following actions will require the unanimous consent of Gabrielle Petersen-Christensen:

    a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

Amendment of this Agreement

58. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by Gabrielle Petersen- Christensen.

Title to Company Property

59. Title to all Company property will remain in the name of Gabrielle Petersen-Christensen she shall retain her eighty percent of ownership in the Company.

Miscellaneous

60. Time is of the essence in this Agreement.

61. This Agreement may be executed in counterparts.

62. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

63. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

64. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be

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inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

65. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

66. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

67. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

68. For the purpose of this Agreement, the following terms are defined as follows:

    a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

    b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

    c. "Distributions" means a payment of Company profits to the Members.

    d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

    e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the Company.

    f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

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g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

SUBSCRIBED TO AND SWORN BEFORE ME Gabrielle Petersen-Christensen has afixed her signature under hand and

seal on this ~~17~~ 14 day of ~~Otober~~ June ~~2017~~ 2018.

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

OFFICIAL SEAL
Samantha MacCracken
Notary Public-State of Alaska
My Comm. Expires 06/30/2021

Gabrielle Petersen-Christensen, Owner
of 50 Shades of Green llc

Samantha MacCracken
Notary Public in and for Alaska
My Commission Expires 6.30.2021

SUBSCRIBED TO AND SWORN BEFORE ME Pamela Thomas has affixed her signature under hand and seal on this 18 day of October 2017.

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

Pamela Thomas, Member

Notary Public in and for Alaska

ALICIA SHELTON
My Commission Expires
NOTARY PUBLIC
Sep. 25, 2021
STATE OF ALASKA

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STATE OF ALASKA

My Commission Expires

SUBSCRIBED TO AND SWORN BEFORE ME Jeffrey Gresio has affixed her signature under hand and seal on this ~~17~~ 14th day of ~~October 2017.~~ June 2018

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

Jeffrey Gresio, Member

Notary Public in and for Alaska
My Commission Expires 6.30.2021

OFFICIAL SEAL
Samantha MacCracken
Notary Public-State of Alaska
My Comm. Expires 06/30/2021

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