AK Entity #: 10086839
Date Filed: 07/31/2018
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-7/31/2018 1:20:43 PM

Entity Name: Petrichor LLC
Entity Number: 10086839
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Grant Anderson
Physical Address: 3780 LEASURE ST, FAIRBANKS, AK 99701
Mailing Address: 3780 LEASURE ST, FAIRBANKS, AK 99701

Entity Physical Address: 3780 LEASURE ST, FAIRBANKS, AK 99701

Entity Mailing Address: 3780 LEASURE ST, FAIRBANKS, AK 99701

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
Grant Anderson	3780 Leasure St, Fairbanks, AK 99701	100	Manager, Member

NAICS Code: 311821 - COOKIE AND CRACKER MANUFACTURING

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Grant Anderson

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PETRICHOR LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

(Member-Managed Limited Liability Company)

THIS OPERATING AGREEMENT is made and entered into effect on 06 April 2016, by Grant Anderson who is the sole owning member. (Referred to throughout this document as the Owning Member)

1.

THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective 06 July 2018, the Owning Members form a limited liability company under the name Petrichor L.L.C. (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Rules and Laws of the State of Alaska and the Marijuana Control Board. The Owning Member agrees to file with the appropriate agencies within the State of Alaska charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the rules and laws of the Sate except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name Petrichor, L.L.C., or such other name upon which the Owning Member may create for the purpose of marketing and will be registered with, and approved by the MCB.

1.3 *Purpose.* The purpose of the Company is to engage in the Lawful cultivation of Cannabis within the State of Alaska.

1.4 *Office.* The Company will maintain its principal business office within the State of Alaska at the following address: 721 Cloud Road, North Pole, AK, 99709.

1.5 *Registered Agent.* Grant Anderson is the Company's initial registered agent in the State of Alaska, and the registered office is 3780 Leisure ST, Unit A, Fairbanks, AK, 99709.

1.6 *Term.* The term of the Company commences on 06 July 2018 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* Grant Anderson is the sole member of the company d can be reached at 302 Cowles st, Fairbanks, AK, 99705. (253)310-5127, grant.anderson2006@hotmail.com

1.8 *Admission of Additional Members.* Admission of additional members will be wholly contingent on the prospective members' ability to pass a criminal background check and there residency status within the state of Alaska. Additionally all prospective members must be approved by the Alaska Marijuana control Board.

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SECTION2

CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

SECTION3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Owning Member as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Owning Member shall determine and distribute available funds annually or at more frequent intervals as he sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Owning Manager. To the extent there shall be a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.l(b)(2)(ii)(d).

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment , order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTIONS

POWERS AND DUTIES OF MANAGERS

5.1 *Management of Company.*

5.1.1 The Owning Member, within the authority granted by the Governing rules and regulations of the State of Alaska and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

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SECTION6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* Salary will be determined by the different between expenses and 30 percent reinvestment profit margin. The hiring of employees will be contingent upon the same and will be incurred as an expense.

6.3 *Legal and Accounting Services.* The Company shall obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 *Method of Accounting.* The Company will retain services of professional accounting professionals to maintain its books and records.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Holding.* Cash receipts and the costs of doing business will be held at an undisclosed location in a safe that is not attached with the name of the company or its owner.

SECTIONS

TRANSFER OF MEMBERSHIP INTEREST

8.1 *Transfer: of Membership.* Transfer of membership will be contingent entirely on the approval of the owning member. Ownership of the company will be transferred to the owner's daughter (Loretta Anderson) in the case of his death.

SECTION9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 dissolution of the company is solely at the discretion of the owning member.

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9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than the Owning Members;

Validation

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

Grant Anderson
Owning Member
Petrichor LLC

Schedule 1. List of Members:

1.1 Owning Member
Grant Anderson
302 Cowles st
Fairbanks, AK, 99705
(253)310-5127
grant.anderson2006@hotmail.com
1.2 Nothing Follows

Schedule 2. Capital Contributions with Sources

1.1 *Grant Anderson:*
(In some cases contributions are estimates)(Some contributions are aggregate over time)

Contributions from income:	12,000
Contributions from sales of other assets	10,000
Total *(Estimate),(Aggregate)*	49,000

1.2 *Nothing Follows*

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