Department of Commerce, Community,
and Economic Development

Division of Corporations, Business and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806
Telephone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/web/cbpl/

Date
11/27/2018

Items Purchased

Item Name	Business or Last Name	Reference ID	Item Amount
CORF - CORPORATIONS FEES	BLACKSTONE INVESTMENTS, LLC	10083469	25.00
Items Total:			**25.00**

Payments

Receipt Number	Payer Name	Payment Type	Amount	Date Received
201820928358	JDW, LLC	Check or Warrant	25.00	November 27, 2018
Payment Total:				**25.00**

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NOV 27 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Thank you for your payment !

Received by AMCO 11.27.18

* 2 0 1 8 2 0 9 2 8 3 5 8 *

THE STATE of ALASKA

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

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✓ 25-

Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to *www.Corporations.Alaska.Gov* and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important: AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
— *AS 10.50.765*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— *AS 10.50.860-.870*

2. Fee: ☐ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)

Mail this form and the non-refundable $25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information: AS 10.50.765

Entity Name: Blackstone Investments, LLC

Alaska Entity Number: 100834169

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4. REMOVE from Record:

AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

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Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials:

AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
Seth Anderson	P.O Box 90801 Anchorage, AK 99509	5.0	X	
Kyle Denton	P.O. Box 90801 Anchorage, AK 99509	50.0	X	
Marc Eid	P.O Box 90801 Anchorage, AK 99509	5.0	X	
David McConnell	P.O Box 90801 Anchorage, AK 99509	2.5	X	
Carey Mills	P.O Box 90801 Anchorage, AK 99509	5.0	X	

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature:

AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: _____ Date: 11/26/18

Printed Name: Kyle Denton

Title of Authorized Signer: ☒ Member ☒ Manager ☐ Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

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Notice of Change of Officials SUPPLEMENT

If used, this supplement must be returned with Form 08-491

Entity Name: _____

Alaska Entity Number: _____

4. REMOVE from Record (continued from Page 2): AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

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Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials (continued from Page 2): AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
Todd Olson	P.O. Box 90801 Anchorage, AK 99509	2.5	X	
Harry Prichard	P.O Box 90801 Anchorage, AK 99509	5.0	X	
Kelly Wilmes	P.O Box 90801 Anchorage, AK 99509	2.5	X	
Scott Young	P.O Box 90801 Anchorage, AK 99509	10.0	X	
Todd Zietlow	P.O Box 90801 Anchorage, AK 99509	2.5	X	

If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.

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Notice of Change of Officials SUPPLEMENT

If used, this supplement must be returned with Form 08-491

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Anchorage
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Entity Name: _____

Alaska Entity Number: CBPL

4. REMOVE from Record (continued from Page 2): AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials (continued from Page 2): AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
Tom Zietlow	P.O Box 90801 Anchorage AK 99509	10.0	X	

If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.

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

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Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

Entity Information	Enter your entity information as it appears on this filing.
Entity Name:	Blackstone Investments, LLC
AK Entity #:	100834169

Contact Person	Whom may we contact with any questions or problems with this filing?
Company:	JDW, LLC
Contact:	Jana Wettzin
Mailing Address:	Address: 3003 Minnesota Dr. #201 City: Anchorage State: AK ZIP: 99503
Phone:	907-231-3750
Email:	jana@jdwcounsel.com

Document Return Address	Provide an address for the return of your filed documents.
☒ Return my filings to the address provided **ABOVE**	
☐ Return my filings to this address provided **BELOW**	
Company:	
Contact:	
Mailing Address:	Address: City: State: ZIP:

Received by AMCO 11.27.18

Alaska Entity #10083469

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

Blackstone Investments, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective May 01, 2018.

Mike Navarre
Commissioner

Received by AMCO 9.19.18

Alaska Business License # **1071338**

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

BLACKSTONE INVESTMENTS, LLC

P.O. BOX 90084 ANCHORAGE AK 99509

owned by

BLACKSTONE INVESTMENTS, LLC

is licensed by the department to conduct business for the period

May 01, 2018 through December 31, 2018
for the following line of business:

55 - Management of companies and enterprises

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.

Mike Navarre

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OPERATING AGREEMENT
OF
BLACKSTONE INVESTMENTS, LLC

AN ALASKA LIMITED LIABILITY COMPANY

DATED: MAY 1, 2018

The limited liability company interests of this Company have not been registered under the Securities Act of 1933, as amended, or under the Alaska Securities Act or the state securities laws of any other state, and may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under such Acts or the applicable state laws or satisfactory assurance to the Company that such registration is not required. In addition, the sale or transfer of any interests in the Company must be made in accordance with the provisions of this Agreement. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

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OPERATING AGREEMENT
OF
BLACKSTONE INVESTMENTS, LLC

This Operating Agreement is entered into on May 1, 2018 (the "Effective Date"), by and among the individuals executing the signature page of this Agreement or a joinder to this Agreement (collectively, the "Members," and each, individually, a "Member") and BLACKSTONE INVESTMENTS, LLC, an Alaska limited liability company (the "Company").

RECITALS

A. The Company was formed upon the filing of the Articles of Organization for BLACKSTONE INVESTMENTS, LLC with the State of Alaska on May 1, 2018.

B. The Company was organized to be a holding company of four (4) already existing limited liability companies, all of which are subchapter S corporations, namely AK Frost, LLC, AK Rime, LLC, Anser, LLC, and Isidore LLC, and all of which are or shall become qualified subchapter S subsidiaries of the Company.

C. The Members wish to enter into this Operating Agreement in order to set forth in writing the current terms and conditions upon which the Company will conduct its business and the relationship between themselves as Members of the Company and between the Company and its Members.

TERMS

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, agreements, and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

1. DEFINITIONS AND GOVERNING LAW

1.1. Definitions

All capitalized terms used in this Agreement are defined and shall have the meaning set forth in Exhibit 1.1 or as indicated in this Agreement.

1.2. Governing Law and Venue

This Agreement shall be construed and the rights, duties, and obligations of the parties shall be determined in accordance with the laws of the State of Alaska, without regard to any rules governing conflicts of laws. The place of venue for any litigation arising out of this Agreement shall be in the state or federal courts at Anchorage, Alaska.

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2. COMPANY INFORMATION

2.1. Name

The name of the Company is BLACKSTONE INVESTMENTS, LLC. All business of the Company shall be conducted under this name and under any variations of the name as the Members deem necessary or appropriate.

2.2. Articles of Organization

The Articles of Organization for BLACKSTONE INVESTMENTS, LLC were filed on May 1, 2018. The Members shall file, or cause to be filed, other certificates, notices, statements, amendments or other instruments required by law for the continued operation of the Company and as otherwise desirable in connection with its operation.

2.3. Principal Place of Business

The Company's principal place of business shall be located at 907 E. Dowling Road, Suite 29, Anchorage, Alaska, or such other location as the Members designate from time to time. The Company's mailing address shall be P.O. Box 90084, Anchorage, AK 99509, or such other address as the Members designate from time to time.

2.4. Registered Office and Registered Agent

The Company's registered office is 1409 G Street, Anchorage, AK 99501, and the Company's registered agent at that address is Jane Sauer. The Members may change the Company's registered agent or office from time to time, as provided in this Agreement.

2.5. Term

The term of the Company commenced upon filing of its Articles of Organization and shall continue until dissolved in accordance with Section 9.

2.6. Purposes

The Company was organized to conduct any or all lawful acts that may be legally exercised by a limited liability company under the Act.

2.7. Title to Company Property

The Company as an Entity shall be the sole owner of the Property, and no Member individually shall have any direct ownership interest in the Property other than that arising by virtue of such Member's Membership Interest.

3. CONTRIBUTIONS AND OTHER FINANCIAL MATTERS

3.1. Membership Interests

Each Member, by executing this Agreement or a joinder to this Agreement, has been admitted to the Company as a Member and has acquired the number of Membership Units in the Company as set forth in Exhibit 3.1.

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3.2. Additional Capital Contributions

3.2.1. Call for Funds

The Members recognize that there might be a need from time to time for additional funds. When additional funds are required, the additional funds shall be called for by a vote of the Members and each Member and Transferee shall thereafter contribute such funds in proportion to such Member's or Transferee's Membership Interest. This right is exclusively for the benefit of the Members and may be exercised in the sole discretion of the Members without regard to the obligations and demands of creditors of the Company, and third-party creditors of the Company are not intended third-party beneficiaries of any call for fund rights in this Section 3.2.

3.2.2. Contributions for Non-Contributing Members or Transferees

If any Member or Transferee is unable or unwilling to make any or all of his or her proportionate contribution, then the remaining Members who are able and willing to do so may make a contribution in excess of their proportionate share, in such amounts as they may agree among themselves. If they are unable to agree, each Member who is able and willing to make a contribution shall have the primary right to contribute that portion of such excess equal to such Member's Membership Interest in the Company and a secondary right to contribute any remaining portion of such excess which is not desired to be contributed by any other Member in the exercise of his primary right. A Member's failure to contribute his or her proportionate contribution may constitute an event of default as described in Section 8.3.1.4 if the other Members do not loan sufficient funds to the non-contributing Member.

3.2.3. Excess Contributions (Loans)

Any excess contribution made by a Member shall be treated as a loan to the non-contributing Member. No adjustment (relating to the loan) shall be made to the lending Member's Capital Account and his Membership Interest shall remain the same. The Capital Account of the non-contributing Member shall reflect the amount of the loan, and a non-contributing Member's Membership Interest shall be adjusted as if the non-contributing Member had made a contribution to the capital of the Company in the amount of the loan. The amount advanced by the lending Member on behalf of the non-contributing Member shall be a debt of the non-contributing Member to the lending Member and shall bear interest at the then current Prime Rate, as defined in Exhibit 1.1, plus two percent ("Prime + 2%") per annum, or, if lower, the maximum amount allowed under law. Thereafter, all distributions of cash from the Company due to the non-contributing Member shall be paid to the lending Member (or pro rata to the lending Members) who have made excess contributions on behalf of the non-contributing Member, until such time as the principal and interest of the loan(s) are paid in full. Any such loan(s) shall be due within two (2) years from the date of the making of it. A Member's failure to repay a loan by the due date shall constitute an event of default as described in Section 8.3.1.4.

3.3. No Interest on Capital; No Withdrawal of Capital

No Member shall receive interest on the Member's Capital Contributions or on the balance of the Member's Capital Account. No Member shall be entitled to withdraw or demand the return of any part of such Member's Capital Contribution, except as provided in Section 9.

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3.4. Member Loans

The Company may obtain loans from one or more Members or Affiliates; provided, however, that the loans must be on commercially reasonable terms and approved in advance by the Members.

4. DISTRIBUTIONS AND ALLOCATION OF NET INCOME AND NET LOSSES

4.1. Tax Characterization and Returns

The Members acknowledge that the Company has elected or shall elect to be taxed as an electing small business corporation under the provisions of Subchapter S of the Code. All provisions of this Agreement and the Articles of Organization are to be construed to preserve that tax status. The Members shall cause the Company to take any and all necessary steps for the Company to be taxed as an "S" corporation for federal and state tax purposes and for its four (4) subsidiaries to be treated as qualified subchapter S subsidiaries ("Q-Subs"). No Member shall take any action that would cause the revocation or termination of the Company's "S" election and any attempt to take such an action shall be null and void and without effect. Notwithstanding tax treatment as an "S" corporation, the Members acknowledge and agree that the Company shall be a limited liability company for state law purposes, under the provisions of the Act, the Company's Articles of Organization, and this Agreement

4.2. Allocation of Net Income and Net Losses

Net Income or Net Losses of the Company for each fiscal period shall be allocated among the Members and any Transferees for federal and state tax purposes in accordance with the applicable provisions of the Code and state law as though the Members (and Transferees) were shareholders of an "S" corporation, owning the number of issued and outstanding shares from time to time corresponding to the number of Units owned by each such Member (and any Transferee) from time to time.

4.3. Distributions

Net income, if any, shall be distributed to the Members in accordance with the applicable provisions of the Code applicable to "S" corporations at the times and in the amounts as the Members from time to time approve. The Company is authorized to withhold from distributions, allocations, or payments to Members, and to pay over to the appropriate federal, state, or local governmental authority any amounts required to be withheld pursuant to the Code or provisions of applicable state or local law. All amounts withheld pursuant to the preceding sentence in connection with any distribution shall be treated as amounts distributed to such Member pursuant to this Section 4.3 for all purposes of this Agreement.

4.4. In-Kind Distributions

The Company shall not distribute any Property in kind except upon liquidation of the Company.

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4.5. Limitation on Distributions

Notwithstanding anything in this Agreement to the contrary, and except for distributions upon liquidation in accordance with Section 9, no distribution shall be made if (a) after the distribution, the Company would not be able to pay its debts as they become due in the usual course of business; or (b) all liabilities of the Company, other than liabilities to Members on account of their Membership Interest and liabilities for which the recourse of creditors is limited to specified property of the Company, exceed the fair value of the assets of the Company, except that the fair value of property that is subject to a liability for which the recourse of creditors is limited shall be included in the assets of the Company only to the extent that the fair value of that property exceeds that liability.

5. MANAGEMENT

5.1. Management of the Company

5.1.1. By Members

The Members hereby agree that the business, Property, and affairs of the Company shall be managed by the Company's Members, acting as provided in Section 5.3. Unless expressly and duly authorized to do so by the Members, no individual Member shall have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf, or to render it liable for any purpose.

5.1.2. Officers

5.1.2.1. The Members may designate one or more persons to be officers of the Company. One individual may hold the offices and perform the duties of any two or more offices. Any officer so designated shall have and may exercise, on behalf of the Company and in its name, such rights and powers as may be designated by the Members and the rights and powers as are otherwise necessary, advisable, or convenient to the discharge of the officer's duties. The Members may assign titles (including, without limitation, president, vice president, secretary, and treasurer) to any such officer. Subject to any specific delegation of duties to such officer by the Members, if the title is one commonly used for officers of a business corporation formed under the Alaska Corporations Code, the assignment of the title shall constitute delegation to the officer of the authority and duties that are normally associated with that office, subject to any specific authority and duties set forth in the delegation of the officer.

5.1.2.2. Each officer shall hold office until her successor is duly designated or until her death or until she resigns or is removed in accordance with this Section. Any officer may resign as such at any time. The resignation shall be made in writing and shall take effect at the time specified in the resignation, or if no time be specified, at the time of its receipt by the Members. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Members at any time; provided, however, that the removal shall be without prejudice to the contract rights, if any, of the person so removed. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Members.

5.1.2.3. The salaries of officers and employees of the Company, if any, shall be fixed by the Members and may be changed from time to time by the Members.

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5.2. Banking

All Company funds shall be deposited in its name in such accounts as the Members shall from time to time designate by resolution. The Members may authorize any Officer or other Person to draw checks on such accounts, and each bank in which a Company account is maintained is relieved of any responsibility to inquire into the Officer's or other Person's authority to deal with the funds, and absolved of all liability with respect to withdrawals from the Company accounts by any such Officer or other Person.

5.3. Voting Rights of Members

On matters set forth in this Agreement or in the Act requiring an action or vote of Members, each Member shall have a vote equal to the Member's percentage Membership Interest. An affirmative vote of the Members holding at least seventy-five (75%) of the percentage Membership Interest shall be the vote or approval or action of the Members.

6. MEMBERS

6.1. Authorized Units

The Company is authorized to sell and issue a total of up to one hundred thousand (100,000) Membership Units, provided that no Units in addition to those set forth on Exhibit 3.1 may be issued without the consent of the Members.

6.2. Voting Rights of Members

On matters set forth in this Agreement or in the Act requiring a vote or act or the consent of Members, each Member shall have one vote per Membership Unit owned by such Member.

6.3. No Priority On Return of Capital

Except as expressly provided in this Agreement or by operation of a Member's percentage of ownership, no Member shall have priority over any other Member either as to the return of Capital Contributions or as to profits, losses, or other distributions. However, this Section 6.3 shall not apply to loans made by a Member to the Company.

6.4. Qualifications of Members

Each Member of the Company, including any new Member admitted after the date of this Agreement, shall be a natural person who is a resident of the State of Alaska and who has been approved by the Alaska Alcohol & Marijuana Control Office ("AMCO") in accordance with 3 AAC 306. Because the Company is a subchapter S corporation, the Company shall not allow a limited liability company or any other Entity to be a Member of Company. The Company shall not allow any Member to own less than a two and one-half percent (2.5%) Membership Interest in the Company, without the consent of the Members.

6.5. Additional Members

To be admitted as a Member, an individual must (a) be a natural person who is a resident of the State of Alaska; (b) deliver to the Company a fully executed joinder agreement, substantially in the form set forth in Exhibit 6.5; (c) deliver to the Company a fully executed unit purchase

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agreement in form and substance satisfactory to the Company in its sole discretion; (d) make a Capital Contribution as required by the Members; and (e) obtain the approval of the Members. In the event an additional member is admitted to the Company, the Members shall amend Exhibit 3.1 accordingly.

6.6. Accounting

No Member shall be entitled to any retroactive allocation of losses, income, or expense deductions incurred by the Company prior to his admission as a Member. At the time an additional Member is admitted, the Company's books may be closed (as though the Company's tax year had ended) or pro-rata allocations of loss, income, and expense deductions may be made to the additional Member for that portion of the Company's tax year in which such Member was admitted.

6.7. Issuance of Additional Membership Interests

The Members may offer to sell and issue additional Membership Units in the Company in such amounts, at such times, for such Capital Contributions, and upon such other terms and conditions as the Members determine. No issuance of Membership Units in the Company shall be effective and the Company shall not record or recognize any such additional Member until there has been compliance with the provisions of this Section 6.7. A Person who purchases a Membership Units in the Company pursuant to this Section 6.7 shall be admitted to the Company as a Member and shall acquire, as to the Membership Interest so purchased, the preferences, limitations, and relative rights applicable to the Membership Interest acquired.

6.8. Meetings of the Members

6.8.1. Frequency

Meetings of the Members shall be held annually and at such times and places as approved by the Members. Special meetings of the Members may be called by any Member, but not more frequently than monthly by any individual Member. The annual meetings of the Members and special meetings of the Members shall be held at the Company's principal place of business or registered office unless otherwise approved by the Members. The Members shall appoint a Member or a person to act as the secretary of each meeting of the Members. The Members shall keep regular minutes of their proceedings, which shall be placed in the minute book of the Company.

6.8.2. Notice of Meetings

Written notice stating the place, day, and hour of the meeting shall be delivered to each Member in accordance with Section 11.1 not less than one (1) week nor more than thirty (30) days before the date of the meeting, by or at the direction of the Members. Notice of a meeting need not be given to a Member who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting before or at its commencement the lack of notice.

6.8.3. Meetings by Communications Equipment

Members may participate in a meeting of the Members by, or conduct the meeting through, the use of any means of communication by which all Members participating in the meeting can communicate with each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

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6.8.4. Manner of Acting

For actions to be taken by "the Members" or matters requiring a vote or consent of the Members, the affirmative vote by Members holding at least seventy-five percent (75%) of the Membership Interest shall be the act of the Members, unless a different section of this Agreement specifically requires a greater or lesser number. A proposed action that does not receive the approval of Members holding at least 75% of the Membership Interest shall be considered defeated. A Member who is present at a meeting of the Members at which action on any corporate matter is taken shall be presumed to have assented to the action unless her dissent is entered in the minutes of the meeting or unless she files her written dissent to such action with the person acting as secretary of the meeting before the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of the action.

6.8.5. Conflicts of Interest

A contract or other transaction between the Company and a Member (an "Interested Member"), or between the Company and another Entity in which the Interested Member has a material financial interest, is not void or voidable because the Interested Member or such Entity are parties to the contract or transaction or because the Interested Member is present at the meeting that authorizes, approves, or ratifies the contract or transaction, if the material facts as to the transaction and as to the interest of the Interested Member are fully disclosed or known to the other Members and the contract or transaction is approved by the voting Members, with the Interested Member not being entitled to vote. The fact that an Interested Member is a member or managing member of another Entity involved in the transaction does not alone constitute a material financial interest within the meaning of this Section 6.8.5.

6.9. Action by Members Without a Meeting

Any action that could be taken at a meeting of the Members may be taken without a meeting if a written consent setting forth the action so taken is signed by Members holding at least seventy-five percent (75%) of the Membership Interest, unless a greater number is required by this Agreement or by law, either before or after the action is taken, provided that all Members must be given the opportunity to read and sign the written consent. As an alternative to signing the written consent, a Member's consent to the action may be evidenced by the Member sending an email indicating the Member's consent to the person collecting written consents.

7. LIMITATION UPON LIABILITY; INDEMNIFICATION

7.1. Limitation upon Liability

No Member or any Affiliate of a Member shall be liable, responsible, or accountable in damages or otherwise to the Company for any act or omission by a Member performed in good faith and in a manner reasonably believed by him to be within his scope of authority granted by this Agreement and in the best interests of the Company. Such Member shall be liable, however, for an act or omission that constitutes fraud, intentional misconduct, bad faith, gross negligence, or a knowing violation of law. The liability of the Members or Affiliates shall be further limited as set forth in the Act and other applicable law.

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7.2. Company's Debts

The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise (except for a Member's own torts), shall be solely the debts, obligations, and liabilities of the Company and a Member shall not be obligated personally for any such debts, obligations, and liabilities of the Company by reason of being a Member of the Company.

7.3. Member's Debts

The personal debts, obligations, and liabilities of any Member or Affiliate whether arising in contract, tort, or otherwise, shall be solely the personal debts, obligations, and liabilities of the Member or Affiliate and the Company shall not be obligated for such debts, obligations, or liabilities.

7.4. Failure to Observe Formalities

A failure to observe any formalities or requirements of this Agreement, the Articles of Organization, or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

7.5. Indemnification

The Company shall defend, indemnify and hold harmless all Members and their Affiliates, directors and officers (each, an "Indemnitee") against any liability, loss, damage, cost, or expense (including attorneys' fees and costs) incurred by an Indemnitee on behalf of the Company or in furtherance of the Company's interests; provided, that the Company shall not defend, indemnify, and hold harmless an Indemnitee in any of the circumstances identified in Section 7.1 under which a Member would be liable to the Company. The Members may, in their sole discretion, extend this indemnification to any agent of the Company through a separate agreement to be signed by the Company and such agent of the Company. No Member shall have any personal liability with respect to the satisfaction of any required indemnification of an Indemnitee. Any indemnification required under this Section 7.5 shall be made promptly as the liability, loss, or expense is incurred or suffered, and such that the indemnification provided by this Section 7.5 shall be in addition to any other rights to which those indemnified may be entitled under any agreement, as a matter of law or equity.

8. TRANSFERABILITY OF MEMBERSHIP UNITS

8.1. Transfers Generally Prohibited

For a period of up to one (1) year following the Effective Date of this Agreement, David McConnell may sell all or part of his Membership Units to Seth Anderson, Carey Mills, Scott Young, Todd Zietlow, and/or Tom Zietlow, or any other natural person approved by the foregoing individuals. A Member may not otherwise Transfer all or any part of the Member's Units unless (i) the Member first offers the Units for sale to the other Members and then the Company as provided in Section 8.2 or Members collectively holding at least 75% of the then outstanding Membership Units consent to the Transfer; and (ii) the Member provides satisfactory evidence to the Company that the Transfer will not violate applicable securities laws. Any other Transfer of a Membership Interest by a Member shall be void, except as provided in Section 8.3 (in the event of a purchase from a Defaulting Member) or Section 8.4 (in the event of the death of a Member).

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8.2. Right of First Refusal

8.2.1 Offering Notice by Selling Member

In the event a Member (the "Selling Member") wishes to sell all or any part of the Selling Member's Units (the "Offered Interest"), the Selling Member shall make an offer in writing (the "Offering Notice") to the other Members (the "Non-Selling Members") to sell to each of them the Offered Interest in proportion to each Non-Selling Member's Membership Interest, at a price that is the lesser of (i) the Fair Market Value, as defined in Exhibit 1.1, as of the last day of the most recently completed calendar quarter (the "Valuation Date") that is on or before the date of the Offering Notice, and upon the terms set forth in Section 8.5, or (ii) the price offered by a third party purchaser, and upon the terms offered by such third party purchaser. The Offering Notice shall specify all material purchase terms of the third party offer.

8.2.2 Non-Selling Members' First Election to Purchase

After receiving the Offering Notice, any Non-Selling Member shall have thirty (30) days to elect in writing to purchase such Non-Selling Member's proportionate share of the Offered Interest at the price and terms set forth in the Offering Notice. Such election shall be delivered to the Selling Member and the Company.

8.2.3 Purchasing Members' Second Election to Purchase

If a Non-Selling Member elects not to purchase all of such Non-Selling Member's proportionate share of the Offered Interest, then the Company shall notify each Non-Selling Member who elected to purchase all of his proportionate share of the Offered Interest (each, a "Purchasing Member") and each such Purchasing Member shall have ten (10) days after receipt of such notice to elect in writing to purchase such Purchasing Member's proportionate share of such re-offered Interest (taking into account the Interest such Purchasing Member elected to purchase under Section 8.2.2).

8.2.4 Company's Right to Purchase Remaining Interest

If the Non-Selling Members elect to purchase less than all of the Offered Interest within the foregoing time periods, then the Company shall thereafter have thirty (30) days to elect in writing to purchase the remaining Offered Interest at the price and terms set forth in the Offering Notice.

8.2.5 Selling Member's Right to Sell

If the Non-Selling Members and Company together elect to purchase less than all of the Offered Interest within the periods specified above, then the Selling Member shall have the right to sell the balance of the Offered Interest to any third party or parties subject to the requirements in Section 8.1(ii); provided, that the price and purchase terms are identical to those offered to the Non-Selling Members and the Company and, provided further, that such sale is made subject to this Agreement and subject to the Transferee delivering to the Company a fully executed joinder agreement substantially in the form set forth in Exhibit 6.5. Such right to sell to a third party shall continue for a period of ninety (90) days after the expiration of the 30-day period described in Section 8.2.4 above. If no binding agreement of sale has been entered into at the end of such 90-day period, then the right to sell to a third party shall lapse and the right of first refusal contained in this Section 8.2 shall again apply.

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8.3. Purchase of Defaulting Member's Interest

8.3.1. Events of Default

A Member shall be in default ("Defaulting Member") and be immediately deemed a Defaulting Member under this Agreement upon the occurrence of any of the following events:

8.3.1.1. If that Member makes an assignment for the benefit of creditors or applies for the appointment of a trustee, liquidator, or receiver of any part of his assets (including his Membership Interest) or commences any proceedings relating to such Member under any federal or state law relating to bankruptcy, insolvency, reorganization, or similar laws;

8.3.1.2. If that Member has a proceeding commenced against such Member relating to the appointment of a trustee, liquidator, or receiver or pursuant to any proceedings under any federal or state law relating to bankruptcy, insolvency, reorganization, or similar laws, which proceeding is not dismissed within 90 days after the filing of such proceeding;

8.3.1.3. If that Member's Membership Interest becomes the subject of any attachment, levy, execution, or other judicial seizure;

8.3.1.4. If that Member fails to contribute capital to the Company as provided in Section 3 and the other Members do not loan sufficient funds to such non-contributing Member as contemplated by Section 3.2.2, or if the non-Contributing Member fails to repay any loan(s) by the due date in accordance with Section 3.2.3;

8.3.1.5. If that Member transfers such Member's Interest in violation of any section of this Section 8; or

8.3.1.6. If that Member moves out of the State of Alaska or willfully or repeatedly breaches or fails to perform any other material provision of this Agreement and such breach or failure under this subsection 8.3.1.6 has not been fully cured within thirty (30) days after written notice.

8.3.2. Remedies Upon Default

Upon any Member becoming a Defaulting Member, the Company may, without waiver (a) purchase the Interest of the Defaulting Member pursuant to Section 8.3.3; and/or (b) pursue any remedy arising out this Agreement at law or in equity against the Defaulting Member.

8.3.3. Purchase of Defaulting Member's Interest

In the event any Member becomes a Defaulting Member as provided in Section 8.3.1 above, the Company may thereafter have a continuing right to purchase the Defaulting Member's Membership Interest (the "Offered Interest") by delivering written notice of such election to the Defaulting Member. Unless the Company and the Defaulting Member agree otherwise, the purchase price payable for the Offered Interest shall be equal to its Fair Market Value, as defined in Exhibit 1.1, as of the last day of the most recently completed calendar quarter (the "Valuation Date") that is on or before the date the Defaulting Member receives the notice of election to purchase, and shall be paid in accordance with Section 8.5.

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8.4. Death of Member

Upon the death of a Member, the deceased Member's Membership Interest shall be transferred to the deceased Member's heirs, devisees, or other successors designated by the deceased Member or in accordance with law who meet the qualifications for membership set forth in Section 6.4. Any such heir, devisee, or successor (the "Selling Member") may elect to sell all or any part of the deceased Member's Membership Interest (the "Offered Interest") to the Company by delivering written notice of such election to the Company. Unless the Selling Member and the Company agree otherwise, the purchase price payable for the Offered Interest shall be equal to its Fair Market Value, as defined in Exhibit 1.1, as of the last day of the most recently completed calendar quarter (the "Valuation Date") that is on or before the date the Company receives the notice of election to sell, and shall be paid in accordance with Section 8.5. The Company shall purchase any portion of a deceased Member's Membership Interest (the "Offered Interest") that would otherwise be transferred to a Person who does not meet the qualifications for membership; the purchase price payable for such Offered Interest shall be equal to its Fair Market Value, as defined in Exhibit 1.1, as of the last day of the most recently completed calendar quarter (the "Valuation Date") that is on or before the date of death of the deceased Member, and shall be paid in accordance with Section 8.5.

8.5. Payment Terms

8.5.1. Any sale and purchase of a Member's Membership Interest under Section 8.2, Section 8.3, or Section 8.4 shall close within ninety (90) days following (i) the delivery of the last notice delivered under Section 8.2, or (ii) within 90 days following the delivery of written notice to the Defaulting Member under Section 8.3, or (iii) within 90 days following the delivery of written notice to the Company, or the date of the deceased Member's death, as the case may be, under Section 8.4, or (iv) if later, within thirty (30) days following the determination of the purchase price. Interest shall accrue on the purchase price beginning as of the Valuation Date at the then current Prime Rate, as defined in Exhibit 1.1, plus two percent ("Prime + 2%") per annum, or, if lower, the maximum amount allowed under law.

8.5.2. At Closing, all interest accrued from the Valuation Date until Closing shall be paid in cash.

8.5.3. The purchase price for the Offered Interest shall be evidenced at Closing by delivery of a promissory note bearing interest at Prime + 2% per annum, or, if lower, the maximum amount allowed under law, amortized over three (3) years with quarterly payments due beginning on the last day of the first full calendar quarter following the Closing Date. All payments made under the note shall be applied first against any cost of collection incurred by the holder, then to accrued and unpaid interest, and then to principal. The note may be prepaid at any time in whole or in part without penalty.

9. DISSOLUTION

9.1. Dissolution

The Company shall be dissolved only upon the affirmative vote of the Members in accordance with Section 5.3.

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9.2. Distribution Upon Dissolution

9.2.1. In the event the Company is dissolved, the Company's affairs shall be wound up as expeditiously as possible, the Property sold or distributed, and the Company terminated. Any Member may be a purchaser of any or all of the assets. After taking into account the allocation of profit or loss pursuant to Section 4.2, the assets of the Company shall be applied in the following order of priority:

9.2.2. To debts, liabilities, and expenses of the Company, owing to creditors, including Members who are creditors, to the extent otherwise permitted by law; then

9.2.3. For any Member or Transferee who has a positive stock basis, to such Members or Transferees in proportion to and to the extent of their positive stock basis; and finally

9.2.4. To the Members and Transferees in proportion to their Membership Interests.

The Members shall make reasonable provisions to pay all claims and obligations, including all contingent, conditional, or unmatured claims and obligations, known to the Company and all claims and obligations which are known to the Company but for which the identity of the claimant is unknown.

9.3. Certificate of Cancellation

When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made for such obligations and all of the remaining Property and assets have been distributed to the Members and Transferees, the Members shall file a certificate of cancellation. Upon filing the certificate of cancellation, the existence of the Company shall cease, except as otherwise provided in the Act.

9.4. Return of Contribution Nonrecourse to Other Members

Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member and Transferee shall look solely to the assets of the Company for the return of his Capital Contribution. If the property remaining after the payment or discharge of liabilities of the Company is insufficient to return the contributions of Members and Transferees, no Member or Transferee shall have recourse against any other Member.

9.5. Winding-Up

The winding up of the Company's affairs and the liquidation and distribution of its assets shall be conducted by the Members, whom are hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Company's assets.

10. ACCOUNTING, BOOKS, AND RECORDS

10.1. Fiscal Year End

The fiscal year end of the Company shall be December 31.

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10.2. Accounting Principles

The books and records of the Company shall be kept in accordance with sound accounting principles used by similar companies and applied on a consistent basis from year to year.

10.3. Financial Information

The Company shall cause any income tax returns for the Company to be delivered to each Member following the close of the Company's taxable year. Members may request additional periodic financial reports at any time and upon reasonable notice.

10.4. Records and Reports

The Company shall maintain all records required by the Act at the Company's principal place of business or at the Company's accountant's or attorney's office. The records and accounts may be maintained in other than written form if such form is capable of conversion into written form within a reasonable time. All Members, and their duly authorized representatives, shall at all reasonable times have access to such books and the right to make copies of the books and records.

10.5. Tax Elections

The Members may make such elections for federal, state, local, or foreign tax purposes as they deem necessary or desirable to carry out the business of the Company or the purposes of this Agreement.

11. MISCELLANEOUS PROVISIONS

11.1. Notices

Any notice, demand, or communication required or permitted under this Agreement shall be deemed to have been duly given if (i) emailed to the party at the most recent email address in the Company's records; (ii) delivered personally to the party to whom directed, or (iii) mailed by registered or certified mail, postage and charges prepaid, addressed (a) if to a Member, to the Member's address specified on attached Exhibit 3.1 or to the most current address in the Company's records for such Member, and (b) if to the Company, to the address specified in Section 2.3. Any such notice shall be deemed to be given when emailed, personally delivered, or, if mailed, three (3) business days after the date of mailing. Any party may change his, her, or its address for receiving notice by giving written notice of such change to the other parties in accordance with this Section.

11.2. Waivers

The failure of any Person to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

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11.3. Entire Agreement/Amendments

This Agreement contains all understandings and agreements between the Members and the Company with regard to the subject matter of this Agreement. This Agreement may be amended only with the affirmative vote of the Members in accordance with Section 5.3.

11.4. Waiver of Right of Partition

The Members hereby irrevocably waive any and all right that each may have to maintain any action for partition with respect to the Property, which is now held by the Company or is hereafter acquired, or to compel any sale of the Property under any law now existing or subsequently enacted.

11.5. Rights and Remedies

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. These rights and remedies are given in addition to any other rights, other than the right of partition, the parties may have by law, statute, ordinance, or otherwise.

11.6. Severability

If any provision of this Agreement or the application thereof to any Person or circumstance shall be 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.

11.7. Heirs, Successors and Assigns

Each of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

11.8. Creditors

None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party or creditors of either a Member or the Company.

11.9. Dispute Resolution

Any controversy, dispute, or claim arising out of or relating to this Agreement or its breach that cannot be settled by mutual agreement shall be initially submitted to non-binding mediation as follows: Any party who is aggrieved shall deliver a notice to the other parties hereto setting forth the specific points in dispute (the "Mediation Notice"). Any points remaining in dispute five (5) days after the giving of such notice shall be submitted to non-binding mediation in Anchorage, Alaska, before a single mediator appointed in accordance with American Arbitration Association Rules, modified as expressly provided in this Agreement. All discovery conducted by the parties will be informal and, unless extended by agreement of the parties, the mediation proceedings must be completed within thirty (30) days after delivery of the Mediation Notice. In the event such mediation fails to resolve all issues in dispute, the parties irrevocably consent to the jurisdiction and venue of the state and federal courts located in Anchorage, Alaska in connection with any action relating to this Agreement.

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11.10. Attorneys' Fees

In the event of a dispute between the Members arising out of this Agreement that is arbitrated or litigated, the non-prevailing party shall pay the reasonable costs and attorneys' fees of the prevailing party.

11.11. Withdrawal

Except as provided in this Agreement, no Member may withdraw from the Company without the affirmative vote of Members holding at least 51% of the Membership Interest, not counting the Membership Interest of the Member wishing to withdraw.

11.12. Investment Intent

Each Member hereby warrants that she has acquired or is acquiring her Membership Interest for purposes of investment only, for her own account and not with the view to resell or to distribute the same or any part of it, and that no other Person has any interest in the Membership Interest or in the rights of the Member under this Agreement.

11.13. Relationship of Operating Agreement to Articles of Organization

If a provision of this Agreement differs from a provision of the Articles of Organization, then, to the maximum extent allowed by law, this Agreement will govern.

11.14. Counterparts

This Agreement may be executed in any number of counterparts, including by facsimile signature, with the same effect as if all the parties to this Agreement had signed the same counterpart.

Executed by the Company and the Members on or as of May 1, 2018.

COMPANY:
BLACKSTONE INVESTMENTS, LLC

By: _____
David McConnell, Member

By: _____
Kyle Denton, Member

MEMBERS:

_____
David McConnell

_____
Kyle Denton

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EXHIBIT 1.1

DEFINITIONS

"Act" means the Alaska Revised Limited Liability Company Act, as amended (Alaska Statute 10.50).

"Affiliate" means, with respect to any Person, a Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. An Affiliate of a Member also shall include any Person that is an officer, director, employee, or trustee of the Member.

"Agreement" means this Operating Agreement, as originally executed and as amended from time to time.

"Articles of Organization" means the Articles of Organization, pursuant to which the Company was organized, filed with the State of Alaska on May 1, 2018, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of other property contributed to the Company by a Member pursuant to the terms of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means BLACKSTONE INVESTMENTS, LLC, formed and operated in accordance with the terms and conditions of this Agreement.

"Entity" means any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, estate, business trust, cooperative, or association or any other organization that is not a natural Person.

"Fair Market Value" of an Offered Interest shall be:

(A) The Offered Interest's proportionate share of the fair market value of the Company on the Valuation Date, determined by the Company's regular accountant. For purposes of the foregoing, the "fair market value of the Company" shall be equal to the Company's gross revenue for the twelve (12) month period ending on the Valuation Date.

(B) The Fair Market Value so determined by the Company's regular accountant pursuant to paragraph (A) above shall be binding on both parties unless the Selling Member or the Company objects in good faith to such determination and delivers written notice of such objection to the other party within fifteen (15) days after being notified of the value so determined. In the event of such good faith objection, the Fair Market Value of the Offered Interest shall be determined as follows:

(i) The non-objecting party shall nominate to the objecting party a list of no fewer than three (3) independent Persons, each of whom has experience in valuing companies similar to Company and who holds appropriate professional credentials. Within

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fifteen (15) days of receiving such nominations, the objecting party shall choose one of the nominated Persons as the valuation expert who shall perform and provide a Conclusion of Value report of the fair market value of the Offered Interest. The valuation engagement agreement with the new valuation expert shall designate both the Selling Member and the Company as the "client," shall designate the property to be valued as the Offered Interest, shall designate the Valuation Date, and shall designate that "fair market value" shall have the meaning defined in the International Glossary of Business Valuation Terms, namely:

> *the price, expressed in terms of cash equivalents, at which property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm's length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts.*

(ii) If the valuation of the Offered Interest set forth in the Conclusion of Value report is within ten percent (10%) of the value of the Offered Interest determined by the Company's regular accountant, then the value determined by the Company's accountant shall constitute the Fair Market Value of the Offered Interest, shall be binding and conclusive on all parties, and the objecting party shall pay the full cost of the valuation. If the valuation set forth in the Conclusion of Value report varies by more than ten percent (10%) from the value of the Offered Interest determined by the Company's regular accountant, then the valuation set forth in the Conclusion of Value report shall constitute the Fair Market Value of the Offered Interest, shall be binding and conclusive on all parties, and the cost of the new valuation shall be paid 50% by the Selling Member and 50% by the Company.

"Fiscal Year" has the same meaning as set forth in Section 10.1.

"LLC" means "limited liability company" as defined by the Act.

"Member" or **"Members"** means each Person who makes his, her, or its required Capital Contribution, executes this Agreement or a counterpart to this Agreement as a Member, and meets all other requirements under this Agreement to become a Member. Only a Member has the right to vote or otherwise participate in any decision subject to approval by the Members. The names and addresses of the Members are set forth in Exhibit 3.1, as amended or restated.

"Membership Interest" means, with respect to a Member, the number of Membership Units owned by the Member over the total number of Membership Units issued and outstanding by the Company, expressed as a percentage. The Membership Interest of each Member is set forth on Exhibit 3.1, as amended or restated.

"Membership Unit" or **"Units"** means the basic share of limited liability company interest entitling the holder to all rights and benefits of a Member under this Agreement. The authorized interests in the Company consist of one hundred thousand (100,000) Units as described in Section 6.1.

"Net Income" and **"Net Losses"** mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with the rules relating to Subchapter S corporations.

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"Officer" means an individual appointed by the Members under Section 5.1.2.

"Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

"Prime Rate" means for any day a per annum rate of interest equal to the "prime rate," as published in the "Money Rates" column of the *Wall Street Journal,* from time to time.

"Property" means any real, personal, tangible, or intangible property contributed to, purchased, developed, or otherwise acquired by, the Company.

"Regulations" means proposed, temporary and final Treasury Regulations promulgated under the Code and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

"Transfer" means any sale, assignment, gift, exchange, pledge, encumbrance, devise, bequest, intestate transfer, change in beneficial interest of any trust or estate, distribution from any trust or estate, or any other disposition of an Interest, whether voluntary or involuntary.

"Transferee" means the holder of any Interest who has not been admitted as a Member.

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EXHIBIT 3.1
MEMBERS – AS OF MAY 10, 2018

MEMBERS ADDRESSES	# OF UNITS	MEMBERSHIP INTEREST
Seth Anderson P.O. Box 90801 Anchorage, AK 99509	1,000	5.0%
Kyle Denton P.O. Box 90801 Anchorage, AK 99509	10,000	50.0%
Marc Eid P.O. Box 90801 Anchorage, AK 99509	1,000	5.0%
David McConnell P.O. Box 90801 Anchorage, AK 99509	500	2.5%
Carey Mills P.O. Box 90801 Anchorage, AK 99509	1,000	5.0%
Todd Olson P.O. Box 90801 Anchorage, AK 99509	500	2.5%
Harry Prichard P.O. Box 90801 Anchorage, AK 99509	1,000	5.0%
Kelly Wilmes P.O. Box 90801 Anchorage, AK 99509	500	2.5%
Scott Young P.O. Box 90801 Anchorage, AK 99509	2,000	10.0%
Todd Zietlow P.O. Box 90801 Anchorage, AK 99509	500	2.5%
Tom Zietlow P.O. Box 90801 Anchorage, AK 99509	2,000	10.0%
Total	20,000	100.0%

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EXHIBIT 3.1

INITIAL MEMBERS – MAY 1, 2018

INITIAL MEMBERS ADDRESSES	INITIAL CAPITAL CONTRIBUTION	# OF UNITS	MEMBERSHIP INTEREST
David McConnell P.O. Box 90801 Anchorage, AK 99509	50% membership interest in AK Frost, LLC 50% membership interest in AK Rime, LLC 50% membership interest in Isadore, LLC 50% membership interest in Anser, LLC	10,000	50.0%
Kyle Denton 8521 Emerald Street Anchorage, AK 99502	50% membership interest in AK Frost, LLC 50% membership interest in AK Rime, LLC 50% membership interest in Isadore, LLC 50% membership interest in Anser, LLC	10,000	50.0%

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CONSENT IN LIEU OF MEETING OF MEMBERS
OF
BLACKSTONE INVESTMENTS, LLC

Kyle Denton and David McConnell, being all of the Members of Blackstone Investments, LLC, an Alaska limited liability company (the "Company"), hereby consent to the following actions in lieu of holding a meeting.

McConnell's Sale of Membership Interests

The proposed Membership Interest Purchase and Sale Agreement by and between David McConnell, as Seller, and Seth Andersen, Marc Eid, Carey Mills, Todd Olson, Harry Prichard, Kelly Wilmes, Scott Young, Todd Zietlow, and Tom Zietlow (each and together as "Buyer"), and the Company, which Agreement is attached to this Consent as Exhibit A, is ratified and approved by the Company and its Members. Member David McConnell hereby affirms that the contemplated sales are exempt from the Securities and Exchange Act and the Alaska Securities Act. The Company and its Members are authorized and directed to execute the Agreement and consummate the transactions contemplated by it.

This Consent shall serve as a waiver of any notice required under law or the Company's Operating Agreement.

May 10, 2018

Kyle Denton
Member

May 10, 2018

David McConnell
Member

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MEMBERSHIP INTEREST

PURCHASE AND SALE AGREEMENT

This Membership Interest Purchase and Sale Agreement is dated May 10, 2018, by and between David McConnell ("Seller") and Seth Andersen, Marc Eid, Carey Mills, Todd Olson, Harry Prichard, Kelly Wilmes, Scott Young, Todd Zietlow, and Tom Zietlow (each and together as "Buyer"), and Blackstone Investments, LLC ("Blackstone").

RECITALS

A. Blackstone is an Alaska limited liability company taxed as a subchapter-S corporation that wholly owns four subsidiary limited liability companies, each a qualified subchapter-S subsidiary. The four (4) subsidiaries operate marijuana cultivation, manufacturing, and retail, and management businesses in Anchorage, Alaska.

B. Seller is a 50% member of Blackstone and a party to its Amended and Restated Operating Agreement dated May 1, 2018 (the "Operating Agreement'). All capitalized terms used but not defined in this Agreement shall have the meaning ascribed to them in the Operating Agreement.

C. Seller currently owns 10,000 Membership Units, comprising a 50% Membership Interest, in Blackstone. Under the Operating Agreement, Seller is authorized to sell all or part of his Membership Units to Buyers.

D. Each of the Buyers wishes to purchase Membership Units from Seller and to become a Member of Blackstone, in accordance with and pursuant to the terms and conditions of this Agreement.

TERMS

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth in this Agreement, the parties agree as follows:

1. Purchase and Sale of Units. At Closing and effective on or as of May 10, 2018 (the "Effective Date"), Seller hereby agrees to sell to each Buyer the following number of Membership Units, representing the following Membership Interest, in Blackstone for a Purchase Price equal to $315 per Unit, and each Buyer agrees to purchase from Seller at Closing the following number of Units, representing the following Membership Interest, at such Purchase Price:

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Buyer	# of Units Purchased	Membership Interest Purchased	Buyer's Purchase Price
Seth Andersen	1,000	5.0%	$315,000
Marc Eid	1,000	5.0%	$315,000
Carey Mills	1,000	5.0%	$315,000
Todd Olson	500	2.5%	$157,500
Harry Prichard	1,000	5.0%	$315,000
Kelly Wilmes	500	2.5%	$157,500
Scott Young	2,000	10.0%	$630,000
Todd Zietlow	500	2.5%	$157,500
Tom Zietlow	2,000	10.0%	$630,000
Total	9,500	47.5%	$2,992,500

2. Closings.

a. The closing of the purchases and sales described in Section 1 ("Closing") shall occur on or around May 10, 2018, at a mutually convenient time and place. At Closing, each Buyer shall deliver to Seller the Buyer's Purchase Price in immediately available funds for the Units being purchased by such Buyer, and Seller shall deliver to each Buyer an assignment separate from certificate for the Units being purchased by such Buyer from Seller.

b. The parties acknowledge that Units in Blackstone are uncertificated. At Closing, Blackstone shall reflect on its books and records the transfer of the Units from Seller to each Buyer as of the Effective Date. As of the Effective Date, the outstanding Units in Blackstone shall be owned as follows:

Name	# of Units	% Membership Interest
Kyle Denton	10,000	50.0%
David McConnell	500	2.5%
Seth Andersen	1,000	5.0%
Marc Eid	1,000	5.0%
Carey Mills	1,000	5.0%
Todd Olson	500	2.5%
Harry Prichard	1,000	5.0%
Kelly Wilmes	500	2.5%
Scott Young	2,000	10.0%
Todd Zietlow	500	2.5%
Tom Zietlow	2,000	10.0%
	20,000	100.0%

3. Admission as a Member at Closing. Subject to the terms of this Agreement and effective as of the Effective Date, each Buyer hereby acknowledges and agrees that Buyer and the Membership Units being purchased under this Agreement are and shall be bound by the terms of Blackstone's Operating Agreement. At Closing, each Buyer shall execute and deliver to Blackstone a joinder agreement by which Buyer agrees to be bound by Blackstone's Operating Agreement.

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4. Representations by Seller. Seller represents and warrants and covenants to each Buyer that the following statements are and/or shall be true and correct as of the Effective Date of this Agreement and as of Closing:

a. Seller has all requisite power and authority to enter into this Agreement and to carry out the contemplated transactions.

b. This Agreement is binding upon Seller and enforceable against Seller in accordance with its terms.

c. Seller is not a party to any agreement or subject to any restriction that materially and adversely affects the Units being sold, except for the Operating Agreement. The execution and delivery of this Agreement does not, the fulfillment of or compliance with the terms and provisions of this Agreements will not, and the consummation of the contemplated transactions will not result in a breach, default or event of default (with due notice, lapse of time or both) under any agreement or restriction to which Seller is subject or result in the creation of a lien upon the Units being sold.

d. Seller owns the Units being sold and has good and marketable title to them. Title to the Units being sold is not encumbered by any security interest, charge, or other encumbrance of any nature. At Closing, each Buyer will be vested with the full right, title, and interest in and to the Units, subject to the terms of this Agreement and Blackstone's Operating Agreement. There is no existing, contingent or threatened liability, obligation, lien, or claim of any nature that relates to the Units being sold that has been asserted or threatened to be asserted against Seller.

5. Buyers' Representations and Warranties. To induce Seller to sell Units to Buyer, each Buyer represents and warrants to Seller and to Blackstone the following matters effective as of the signing of this Agreement and as of the Effective Date and Closing:

a. Buyer acknowledges that all documents and other materials pertaining to this investment that Buyer has requested to examine have been made available for inspection by Buyer. Buyer, or a person or persons acting on Buyer's behalf, has had a reasonable opportunity to ask questions of and receive answers from Seller and Blackstone concerning the Units and Blackstone and its subsidiaries and all such questions have been answered to the full satisfaction of Buyer. No representations (oral or otherwise) upon which Buyer is relying have been made to Buyer in connection with the sale of the Units other than as set forth in this Agreement.

b. Buyer recognizes that Buyer's investment in the Units involves substantial risks, and Buyer has considered and understands all of the risk factors related to the purchase of the Units. Buyer acknowledges and understands that any financial projections that may have been provided to Buyer are based upon assumptions of future operating results developed by Blackstone and its subsidiaries. Buyer acknowledges and understands that any financial projections provided merely represent an estimate by Blackstone of future results that it hopes can be achieved by Blackstone and its subsidiaries based upon assumptions as to certain events (many of which are beyond Blackstone's or any Seller's control). Buyer further acknowledges and understands that no assurances or

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representations can be given that the actual results of the operations will conform to the projected results for any or all of the indicated years.

c. Buyer recognizes that: (i) the Units are a speculative investment and involve substantial risks; (ii) the Units will constitute "restricted securities" within the meaning of Rule 144 promulgated under the Act, and there are substantial restrictions on the transferability of the Units; (iii) there will be no public market for the Units, they can be resold only to extent allowed by Blackstone's Operating Agreement and applicable securities laws, and it may not be possible for Buyer to liquidate the investment in the Units when Buyer wants to do so; (iv) Buyer understands that there can be no guarantee that the investment will perform in any particular manner and that there is no guarantee, warranty, or representation that there will be profits or that there will be losses from the operation of Blackstone or its subsidiaries.

d. In entering into the contemplated transactions, Buyer is not relying upon any information other than the results of Buyer's own knowledge, experience and investigation. Buyer has carefully considered and has, to the extent Buyer believes appropriate, discussed with Buyer's professional legal, tax, and financial advisors the suitability of an investment in Blackstone for Buyer's particular tax and financial situation and has determined that the Units are a suitable investment for Buyer. In making the investment decision, Buyer has relied solely on Buyer's own advisors, and not on the advice of Seller, Blackstone, or Blackstone's legal counsel.

e. Buyer is acquiring the Units for Buyer's own account, for investment purposes only, and not for, with a view to or in connection with any resale or other distribution of the Units, in whole or in part.

f. Buyer has not received any general solicitation or general advertising concerning Blackstone or the Units, nor is Buyer aware that any such solicitation or advertising was received by anyone else. Buyer has not employed or dealt with a broker or finder, or any other similar person or entity that may be entitled to compensation in connection with this proposed purchase of the Units.

g. Buyer understands (i) that the Units have not been registered under the Alaska Securities Act, the Securities Act of 1933, as amended (the "Securities Act"), or under any state blue sky or securities law, in reliance on exemptions under those laws; (ii) that the Units have not been approved or disapproved by the Securities and Exchange Commission or by any other federal or state authority or agency of any jurisdiction; and (iii) that no such authority or agency has passed on the accuracy or adequacy of any information received by Buyer.

h. Buyer: (i) has adequate means of providing for current needs and possible personal contingencies; (ii) has no need for liquidity in this investment; (iii) is able to bear the full economic risk of an investment in the Units; (iv) is able to hold the Units indefinitely; and (v) can afford a complete loss of Buyer's investment in the Units.

i. Buyer hereby agrees that within five (5) days after receipt of written request from Blackstone or Seller, Buyer will provide such information and execute and deliver such documents as Blackstone or Seller may reasonably request to comply with any

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and all laws and ordinances to which Blackstone or any Seller may be subject, including, without limitation, the securities laws of the United States of America or any other jurisdiction.

j. All information that Buyer has provided to Seller and Blackstone concerning Buyer is correct and complete as of the date set forth on the signature page.

6. Indemnification. Each Buyer acknowledges that he or she understands the meaning and legal consequences of the representations and warranties contained in Section 5 and that Blackstone intends to rely upon them. Each Buyer hereby agrees to defend, indemnify, and hold harmless Blackstone and each member, manager, director, officer, or agent of Blackstone from and against any and all losses, damages, liabilities, and expenses arising out of or in connection with any breach of, or inaccuracy in, any representation or warranty of such Buyer, whether contained in this Agreement or otherwise.

7. Compliance with Alaska Securities Act. Each Buyer represents that his or her purchase of the Units is being made for such Buyer's own account for investment purposes only and with no present intention of resale. The sale and purchase contemplated by this Agreement is expressly subject to, conditioned upon, and, as applicable, contingent upon the laws or regulations of the State of Alaska and the United States. The parties acknowledge that the Units are not registered under the Alaska Securities Act or the U.S. Securities Act and cannot be resold without registration or exemption from registration under those Acts.

8. Rule of Construction. All parties have had a full opportunity to have independent tax and legal advice, and this Agreement has been negotiated at arms' length, and is drawn by an attorney for one of the parties with the consent of all parties and as a matter of convenience to all parties. Accordingly, the rule of construction that a document is construed most strictly against the drafter of the document shall not apply in the construction or interpretation of this Agreement.

9. Further Assurances. The parties shall deliver or cause to be delivered at such future time and places as shall be reasonably agreed upon, such additional instruments as any party may reasonably request for the purposes of carrying out this Agreement.

10. Successors and Assigns. This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns.

11. Modification. No change or modification of this Agreement shall be valid unless that modification is in writing and signed by all parties to this Agreement.

12. Severability. If any provision of this Agreement is held to be invalid and unenforceable, then, to the fullest extent permitted by law, the remaining provisions shall remain in full force and effect and shall be construed to carry out the intentions of the parties as nearly as may be possible.

13. Prior Agreements. This Agreement contains the entire agreement between the parties and any prior representation, promise, or condition, oral or written, not incorporated into this Agreement shall not be binding upon the parties.

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14. Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

15. Attorney's Fees. In the event of litigation arising out of or in any way pertaining to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to statutory court costs.

16. Jurisdiction & Applicable Law. This Agreement shall be construed, interpreted and enforced, pursuant to the laws of the State of Alaska, and the parties agree that the Anchorage Superior Court in the Third Judicial District for the State of Alaska shall have exclusive jurisdiction of any suit or proceeding brought with respect to this document.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date first above written.

SELLER

David McConnell

BUYERS

Seth Andersen

Marc Eid

Carey Mills

Todd Olson

Harry Prichard

Kelly Wilmes

Scott Young

Todd Zietlow

Tom Zietlow

BLACKSTONE INVESTMENTS, LLC

By: Kyle Denton, Member

By: David McConnell, Member

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