THE STATE of ALASKA

201820928256

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

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Anchorage
JAN 28 2019
CBPL

CC 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: Higher by Bad Grammer, LLC

Alaska Entity Number: 10082379

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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: Higher by Bad Grammar 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
Teresa C. Zell	5850 E. Alder Circle	100%	✓	✓
	Wasilla, AK 99654			

→ 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: [signature] Date: 1/28/19

Printed Name: Teresa C. Zell

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

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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:

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

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

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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:	Higher by Bad Gramm3r, LLC
AK Entity #:	10082379

Contact Person	Whom may we contact with any questions or problems with this filing?
Company:	n/a
Contact:	Teri Zell
Mailing Address:	Address: 5850 E Aldu Circle
	City: Wasilla State: AK ZIP: 99654
Phone:	907.232.7624
Email:	teri@badgramm3r.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:

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AK Entity #: 10082379
Date Filed: 04/13/2018
State of Alaska, DCCED

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PO Box 110806, Juneau, AK 99811-0806
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Website: *Corporations.Alaska.gov*

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EXHIBIT B

Articles of Organization

Domestic Limited Liability Company

Web-4/13/2018 2:31:57 PM

1 - Entity Name

Legal Name: Higher by Bad Gramm3r, LLC

2 - Purpose

Purpose of the corporation is to open a retail recreational cannabis and paraphernalia store.

3 - NAICS Code

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

4 - Registered Agent

Name: Teresa Zell
Mailing Address: 5850 East Alder Circle, Wasilla, AK 99654
Physical Address: 5850 East Alder Circle, Wasilla, AK 99654

5 - Entity Addresses

Mailing Address: 5850 East Alder Circle, Wasilla, AK 99654
Physical Address: 1204 North Hyer Spur Road, Palmer, AK 99645

6 - Management

The limited liability company is managed by a manager.

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7 - Officials

Name	Address	% Owned	Titles
Teresa Zell	5850 East Alder Ci Wasilla, AK 99654	100	Organizer

Name of person completing this online application

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

Name: Teresa Zell

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Alaska Entity #10082379

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

Higher by Bad Gramm3r, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective April 13, 2018.

Mike Navarre
Commissioner

SINGLE MEMBER LLC OPERATING AGREEMENT
OF
Higher By Bad Gramm3r, LLC

THIS OPERATING AGREEMENT, is formed this 13th day of April, 2018, by Teresa C. Zell to establish a limited liability company whose name is **Higher By Bad Gramm3r, LLC** (the "Company"), pursuant to the Alaska Revised Limited Liability Company Act (the "Act").

WITNESSETH

WHEREAS, the Original Member has established or intended to be established, a limited liability company by filing on the date hereof a Certificate of Organization (the "Certificate") (Exhibit I) under and pursuant to the Act in the office of the Secretary of State for the purpose of conducting business of miscellaneous retail store and for any lawful business, promoting any lawful purpose and engaging in any lawful act or activity for which limited liability companies may be formed under the act; and

WHEREAS, the Original Member agrees that her respective rights, powers, duties and obligations as an Original Member of the Company, and the management, operations and activities of the Company, shall be controlled by this Agreement;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Original Member hereby agrees as follows:

ARTICLE I
Formation of the LLC; Original Member

1.01 *Effective Date of Agreement.* This Agreement shall be effective on April 13, 2018 on which the Original Member shall have signed and dated it.

1.02 *Formation of the LLC.* The Original Member shall cause to be filed such Certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the operation of a limited liability company in accordance with the laws of the State of Alaska and any other jurisdictions in which the Company shall conduct its business and operations and shall continue to do so for so long as the Company conducts business therein.

1.03 *Admission of Original Member.* Immediately upon the formation of the LLC, the sole member shall be the Original Member.

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ARTICLE II
General

2.01 *Name of the Limited Liability Company.* The name of the limited liability company formed hereby is **"Higher By Bad Gramm3r, LLC"** pursuant to the Act.

2.02 *Purpose.* The purpose of the Company is to engage in operating a retail store or for any lawful act or activity for which limited liabilities may be formed under the Act.

2.03 *Office of the Limited Liability Company; Agent for Service of Process.* The address of the registered office of the Company for purposes of the Act is 5850 E. Alder Circle, Wasilla, Alaska 99654. The name and address of the resident agent for service of process for the Company is Teresa C. Zell, 5850 E. Alder Circle, Wasilla, AK 99654.

2.04 *Principal Place of Business; Offices.* The principal place of business for the Company shall be 1204 North Hyer Spur Road, Palmer, AK 99645.

ARTICLE III
Capital Contributions

3.01 *Initial Capital Contribution.* The initial Capital Contribution of the Original Member as of the date of this Agreement will be $2,000.00.

3.02 *Additional Capital Contributions.* The Members shall have the right, but shall not be obligated, to contribute any additional funds essential to conducting Company operations in such amounts and proportions as the Original Member determines.

3.03 *No Interest; No Return of Contributions.* The Original Member is not entitled to interest on any contribution to the LLC. The Original Member shall not be entitled to the return of any contributions except in connections with the LLC's dissolution.

ARTICLE IV
Allocations and Distributions

Profits and Losses, Distributions. Until the admission of additional Members, the Original Member shall be entitled to all allocations of LLC profits and losses and to allocations of distributions.

ARTICLE V
Management of the LLC

5.01 *Participation in LLC Management.* The LLC shall be member managed.

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5.02 *Allocation of Votes.* The Original Member shall have the exclusive right to vote on LLC matters; provided that upon admission of additional Members, each Member shall have the right to vote on each LLC matter in accordance with his/her Percentage Interest in the LLC.

5.03 *Agency.* The Original Member shall have the power, right and authority to act as agent for the LLC on all LLC matters.

ARTICLE VI
Assignments and New Members

6.01 *Restrictions on Assignment of Interests.* No member shall make or effect an Assignment of all, or any part of, such Original Member's Interest, except with the consent of the Original Member. A creditor shall only obtain an assignment in membership interest, not the actual transfer of Membership in the LLC.

6.02 *Admission of New Members.* No person or entity shall be admitted as a new Member of the LLC except with the consent of the Original Member, issuance of a new interest in the Company and/or a sale of a current percentage of the Original Member's interest.

ARTICLE VII
Duties of Members

7.01 *Duties of Members.* Each Member shall use his or her best efforts to promote the business of the LLC.

7.02 *Duties of Care, Good Faith and Loyalty.* In their actions as member of the LLC, each Member

(i) shall use the same care as she/he would use in conducting their own affairs;
(ii) shall act in good faith;
(iii) shall act with the utmost loyalty toward the LLC.

ARTICLE VIII
Records and Reports

8.01 *Books of Accounts.* The LLC shall maintain proper books of account, which shall comply with all applicable federal income tax regulation and with generally accepted accounting practices as applicable to limited liability companies.

8.02 *Annual Reports Relating to Tax Return Preparation.* The LLC shall prepare and deliver to the Members written reports which shall contain all information that is reasonably necessary to enable the Members to prepare their federal income tax returns.

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ARTICLE IX
Dissolution

9.01 *Dissolution.* The Original Member may dissolve the LLC at any time. Upon dissolution, the LLC must pay its debts first before distributing cash, assets, and/or initial capital to members or member's interests. The dissolution may only be ordered by a Member, not by the owner of the Member's interests.

9.02 *Filing.* Upon dissolution of the Company, the Original Member shall cause to be executed and filed with the Secretary of the State articles of dissolution in accordance with the Act.

ARTICLE X
Miscellaneous

14.01 *Amendments.* This Agreement may be amended only by the consent of the Original Member.

14.02 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the Original Member and his respective heirs, administrators, executors, legal representatives, successors and assigns.

14.03 *Entire Agreement.* This Agreement and the schedules attached hereto constitute the entire agreement of the Original Member with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, and understandings of the parties with respect to the Company.

14.04 *Third Parties.* Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

14.05 *Governing Law.* This Agreement shall be governed by and construed under the substantive laws of the State of Alaska without regard to its choice-of-law provisions.

14.06 *Titles and Subtitles; Form of Pronouns; Construction and Definitions.* The titles of the sections and paragraphs of this Agreement are for convenience only and are not to be considered in construing the Agreement. All pronouns used in this Agreement shall be deemed to include masculine, feminine and neuter forms; the singular number includes the plural and the plural number includes the singular. Unless the context otherwise requires, the term "including" shall mean "including, without limitation."

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14.07 *Severability.* If one or more provisions of this Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed and the balance of this Agreement shall be enforceable in accordance with its terms.

14.08 *Notices.* Any and all notices or elections permitted or required to be made as provided in this Agreement shall be in writing, signed by the Original Member giving such notice or making such election, and shall be delivered by hand or by nationally recognized overnight courier service or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested,.

14.09 *No Waiver.* The failure of any Member to insist upon strict performance of any covenant or obligation under this Agreement shall not be deemed a waiver or relinquishment of such Member's right to demand strict compliance in the future with respect to such covenant or obligation or any other covenant or obligation. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall be deemed to constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation under this Agreement.

14.10. *Counterparts.* This Agreement may be executed upon an original and one or more duplicate originals, all of which together shall constitute on agreement.

IN WITNESS WHEREOF, the Original Member hereby executes this Limited Liability Company Agreement as of the date first written in this Agreement.

ORIGINAL MEMBER:

Teresa C. Zell

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JAN 30 2015