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

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	The Grass Station, LLC

Entity Type: Limited Liability Company

Entity #: 10039869

Status: Good Standing

AK Formed Date: 7/8/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: P.O. BOX 71034, FAIRBANKS, AK 99707

Entity Physical Address: 1326 CUSHMAN ST STE A, FAIRBANKS, AK 99712

Registered Agent

Agent Name: Gary Evans

Registered Mailing Address: 814 GOLDMINE TRAIL, FAIRBANKS, AK 99712

Registered Physical Address: 814 GOLDMINE TRAIL, FAIRBANKS, AK 99712

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Gary Evans	Member	50
	Mason Evans	Member	50

Filed Documents

Date Filed	Type	Filing	Certificate
7/08/2016	Creation Filing	Click to View	Click to View
1/09/2017	Initial Report	Click to View	
2/13/2018	Biennial Report	Click to View	

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Alaska Business License # **1040267**

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

GRASS STATION 49

P.O. BOX 71034 FAIRBANKS AK 99707

owned by

THE GRASS STATION, LLC

is licensed by the department to conduct business for the period

January 04, 2018 through December 31, 2019
for the following line of business:

42 - Trade

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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Alaska Entity #10039869

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

The Grass Station, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **July 08, 2016**.

Chris Hladick
Commissioner

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

The Grass Station, LLC

A Member- Managed Limited Liability Company

Article One
Company Formation

1.1 Formation- The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 Name- The name of the Company shall be: **The Grass Station, LLC DBA "Grass Station 49".**

1.3 Registered Agent- The name and location of the register agent of company shall be:

Gary Evans
814 Goldmine Trail
Fairbanks, Alaska 99712

1.4 Term- The company shall continue for a perpetual period.

(A) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or

(B) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(C) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or

(D) Any other event causing dissolution of the Limited Liability Company under the laws of the State of Alaska.

1.5 Continuance of Company- Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining. Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 Business Purpose- The purpose of the company is retail sales of cannabis and cannabis products.

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1.7 Principal Place of Business- The location of the principal place of business of the company shall be:

The Grass Station, LLC DBA "Grass Station 49"
1326 Cushman Street
Fairbanks, Alaska 99701

Principal place of business may be changed at a location the Managers from time to time select.

1.8 The Members- The name and place of residence of each member are contained in Exhibit 2 attached to this agreement.

1.9 Admission of Additional Members- Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

Article Two
Capital Contributions

2.1 Initial Contributions- The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is Fifty Thousand Dollars ($50,000).

2.2 Additional Contributions- Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

Article Three
Profits, Losses and Distributions

3.1 Profits/ Losses- For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation1.704-1.

3.2 Distributions- The Members shall determine and distribute available funds annually or at more frequent intervals *as* they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-l(b)(2}(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation .704-l(b)(2)(ii)(d}.

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Article Four
Management

4.1 Management of Business- The name and place of residence of each Manager is attached as Exhibit 1of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.

4.2 Members- The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

4.3 Powers of Managers- The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security Interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets;(f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub- leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds;(c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 Chief Executive Manager- The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.

4.5 Nominee- Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.6 Company Information- Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.7 Exculpation- Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the

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accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 Members Accounts- The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation .704-l(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) any additional capital contribution made by him/her;

(b) credit balances transferred from his distribution account to his capital account; and decreased by:

(a) distributions to him/her in reduction of Company capital;

(b) the Member's share of Company losses if charged to his/her capital account.

6.3 Reports- The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

Article Seven
Transfers

7.1 ASSIGNMENT- If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the safe or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

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Exhibit One

Limited Liability Company Operating Agreement For

The Grass Station, LLC DBA "Grass Station 49"

Listing of Managers

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

GARY EVANS

Printed Name: Gary Evans
President

Address: 814 Goldmine Trail
Fairbanks, Alaska 99712

Mason Evans

Printed Name: Mason Evans
Vice President

Address: 814 Goldmine Trail
Fairbanks, Alaska 99712

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and agreed this day 8th day of July 2016.

Signature of Member

Printed Name: Gary Evans

Signature of Member

Printed Name: Mason Evans

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Exhibit Two

Limited Liability Company Operating Agreement for

The Grass Station, LLC DBA "Grass Station 49"

Listing of Members

As of the 8th day of July, 2016 the following is a list of Members of the Company:

Members:

Printed Name: **Gary Evans** Percent: 50%
Address: 814 Gold Mine Trail, Fairbanks, Alaska 99712

Printed Name: **Mason Evans** Percent: 50%
Address: 814 Gold Mine Trail, Fairbanks, Alaska 99712

Authorized by Member(s) to provide Member listing as of the 8th day of July, 2016.

GARY EVANS

Signature

Mason Evans

Signature

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Exhibit Three

Limited Liability Company Operating Agreement for

The Grass Station, LLC DBA "Grass Station 49"

Capital Contributions

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be Fifty Thousand Dollars ($50,000). The description and each individual portion of this initial contribution is as follows:

Gary Evans	$25,000
Mason Evans	$25,000

Signed and Agreed this 8th day of July, 2016.

GARY EVANS

Signature

Mason Evans

Signature

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