THE STATE of ALASKA

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

COR

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: The Mason Jar LLC

Alaska Entity Number: 10059679

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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:

Name: Kenneth Rivest

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
Dennis Joseph Lavigne	4300 Marion Dr. Juneau, AK 99801	100%	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: 11-21-19

Printed Name: Dennis Lavigne

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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Alaska Business License # **1054744**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

THE MASON JAR LLC

2771 SHERWOOD LANE, JUNEAU, AK 99801

owned by

THE MASON JAR LLC

is license by the department to conduct business for the period

October 25, 2018 to December 31, 2020
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.

Julie Anderson
Commissioner

MAR - 5 2020

Alaska Business License # **1054744**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

THE MASON JAR LLC

2771 SHERWOOD LANE, JUNEAU, AK 99801

owned by

THE MASON JAR LLC

ENDORSEMENT: 1054744 - 1
Effective October 25, 2018 through December 31, 2020
This business license has an endorsement for the physical address shown below:

2771 SHERWOOD LANE UNIT E, JUNEAU, AK 99801

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.

Julie Anderson
Commissioner

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COPY

OPERATING AGREEMENT

OF

MASON JAR, LLC

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OPERATING AGREEMENT
OF
MASON JAR, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT is made effective as of the 1st day of January 2019, by the Company's Members, Dennis Lavigne and Economic Member Kenneth Rivest.

1. FORMATION AND TERM.

A. Formation.

The Members have formed a limited liability company pursuant to the Alaska Revised Limited Liability Company Act (AS 50, et seq) by filing a certificate of formation with the Alaska Secretary of State on May 23, 2017.

B. Term.

The Company shall have perpetual existence, unless sooner terminated in accordance with this Agreement.

2. DEFINITIONS.

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

A. Act.

The Alaska Revised Limited Liability Company Act (AS 50, et seq), as it may be amended or superseded from time to time.

B. Agreement.

This Limited Liability Company Agreement, as originally executed and as amended from time to time, as the context requires.

C. Capital Account.

As of any date the capital account maintained and adjusted in accordance with Section 5F.

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D. Capital Contribution.

The total amount of money and the agreed upon fair market value of property contributed to the Company by the Members on the date of contribution net of liabilities secured by that contributed property that the Company is considered to assume or to be subject to under Section 752 of the Code.

E. Code.

The 1986 Internal Revenue Code, as amended from time to time.

F. Company.

Mason Jar, LLC.

G. Members:

Dennis Lavigne is a full member and Kenneth Rivest is an Equity Member only.

H. Regulations.

The regulations issued under the Code, as amended from time to time.

3. NAME, OFFICE OF THE COMPANY AND REGISTERED AGENT.

A. Name.

The name of the Company is Mason Jar, LLC. The business of the Company may be conducted under such trade or fictitious names as the Members may determine.

B. Office of the Company.

The principal place of business of the Company shall be P.O. Box 35264, Juneau, AK, 99803-5264. The specified office of the Company at which shall be kept the records required to be maintained by the Company under the Act shall be the principal place of business of the Company, or such other place or places as the Members shall deem advisable.

C. Registered Agent.

The Company's agent for service of process shall be Dennis Lavigne, 2771 Sherwood Lane, Juneau, AK 99801, or such other person as the Members may designate from time to time.

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4. BUSINESS OF THE COMPANY.

The business of the Company shall be for the operation of a cannabis shop under a license issued by the State of Alaska. In addition, the Company may carry on any lawful business or activity that may be conducted by a limited liability company under the Act, and may exercise all other powers necessary to or reasonably connected with the Company's business that may be legally exercised by limited liability companies under the Act.

5. MEMBERS, INTERESTS AND CAPITAL.

A. Members and Interests.

The name of the Members and Interests of the Members are as follows:

Name	Full Interest
Dennis Lavigne	100%

Name	Equity Interest Only
Kenneth Rivest	100%

B. Initial Capital Contribution.

The Members agreed that they made the following initial contributions to the Company the amount of cash and property set forth below:

Name	Amount
Dennis Lavigne	$150,000
Kenneth Rivest	$50,000 cash and $100,000 in labor and construction materials.

C. Additional Capital Contributions.

The Members shall not be obligated to make any additional Capital Contributions to the Company.

D. Guaranty of Company Indebtedness.

The Members shall not be obligated to guarantee Company indebtedness unless it agrees to do so.

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E. No Third Party Beneficiaries.

The foregoing provisions of Section 5(D) are not intended to be for the benefit of any creditor or other person to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Company or its Members; and no creditor or other person shall obtain any right under any of the foregoing provisions or shall by reason of any of the foregoing provisions make any claim in respect of any debt, liability or obligation (or otherwise) against the Company or its Members.

F. Capital Accounts.

A Capital Account shall be maintained for the Members consisting of that Member's Capital Contribution, increased by that Member's share of profits and decreased by that Member's share of losses and adjusted as required in accordance with applicable provisions of the Code and the Regulations.

6. Voting

Only full Members shall be allowed to vote based on the Member's Percentage Interest. Equity Members shall note be allowed to vote.

7. ALLOCATIONS AND DISTRIBUTIONS.

A. Net Income, Net Loss and Credits.

Net income, net loss and all items of Company income gain, loss, deductions or credit shall be allocated for Company book purposes and for tax purposes to the full Members. None of the net income, net loss and all items of Company income gain, loss, deductions or credit shall be allocated to the Equity Members.

B. Funds Available for Distribution.

All funds available for distribution shall be allocated and distributed to the Members at such time as the Members shall determine.

8. MANAGEMENT.

The Managing Member of the Company who shall manage the Company's business shall be Dennis Lavigne.

9. ACCOUNTS, BOOKS, RECORDS, ACCOUNTING, REPORTS AND TAX MATTERS.

A. Bank Accounts.

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The funds of the Company shall be deposited in the name of the Company in such bank or savings and loan accounts as may be designated by the Members, and the Members shall arrange for the appropriate conduct of such accounts, including the signatures to be required.

B. Books and Records.

The Managing Member shall keep or cause to be kept complete and accurate books of account, in which shall be entered fully and accurately each and every transaction of the Company, and the records required to be maintained by the Company pursuant to the Act. The Company's books and records shall be maintained at the principal office of the Company or at such other place as the Managing Member may from time to time designate, and the Members shall at all reasonable times have access thereto and the right to inspect and copy for purposes related to the Company's business.

C. Tax Elections.

The Members may make all elections for federal income tax purposes.

D. Tax Matters Partner.

Dennis Lavigne is designated as the "tax matters partner" for purposes of the Code. The Members may name a substitute or successor at any time.

10. TERMINATION.

A. Events Causing Dissolution and Winding Up.

Any of the following events shall cause the dissolution and winding up of the Company:

(1) Consent in writing by the Members.

(2) The sale or other disposition of all or substantially all of the Property and Assets of the Company.

(3) Expiration of the term set forth in Section 1B, if any.

(4) Any other event causing dissolution under the Act.

B. Winding Up Company Affairs.

(1) Upon the occurrence of any of the events specified in Section 10A, the Members shall wind up the affairs of the Company. After the payment of, or provisions for, all debts of the Company, the proceeds of the sale of the Company assets or the Company assets shall be distributed equally to the Members in accordance with their respective capital accounts and

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thereafter to the Full Members.

(2) If the Company is "liquidated" within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), then the liquidating distributions shall be made by the later of (i) the end of the Company taxable year in which liquidation occurs, or (ii) ninety (90) days after the date of liquidation.

(3) The Company shall terminate when all assets of the Company have been sold and/or distributed and all affairs of the Company have been wound up.

11. MISCELLANEOUS.

A. Governing Law.

This Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Alaska.

Captions.

Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

C. Severability.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the terms or provisions within this Agreement.

D. Entire Agreement.

This Agreement embodies the entire agreement and understanding of the Members with respect to the subject matter hereof and supersedes all prior agreements and understandings by such Members relating to the subject matter hereof. No amendment, modification, termination or wavier of any provision of this Agreement shall be effective unless the same shall be set forth in writing signed by the Members.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

MANSON JAR, LLC, an Alaska limited liability company

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By: _____ 11-19-19
Dennis Lavigne, Member

By: _____ 11-19-19
Kenneth Rivest, Equity Member

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COPY

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: The Mason Jar LLC

AK Entity #:

Contact Person — Whom may we contact with any questions or problems with this filing?

Company: The Mason Jar LLC

Contact: Dennis Lavigne

Mailing Address: PO Box 35264
Juneau, AK 99803

Phone: 907-723-6508

Email: denny@akmasonjar.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:

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