THE STATE of ALASKA

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

COR

FOR DIVISION USE ONLY

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 Connoisseur, LLC

Alaska Entity Number: 10060562

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: Brian Hooks 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
Chad Aurentz	3330 W. 88th Avenue, Anchorage, AK 99502	33.33	×	
Chadford Roush	3050 W. Stone Ridge Circle, Wasilla, AK 99654	33.33	×	
Mathew Chambers	10400 E. Bradley Lakes Drive, Palmer, AK 99645	33.33	×	

→ 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: _____

Printed Name: Mathew Chambers, Member of The Connoisseur, LLC

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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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 Connoisseur, LLC
AK Entity #:	10060562

Contact Person	Whom may we contact with any questions or problems with this filing?
Company:	JDW, LLC
Contact:	Jana Weltzin
Mailing Address:	Address: 901 Photo Avenue, Second Floor
	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: 901 Photo Avenue, Second Floor
	City: Anchorage State: ZIP: 99503

ASSIGNMENT AGREEMENT AND
CONSENT TO REDEEM MEMBERSHIP INTERESTS
IN THE CONNOISSEUR LLC

WHEREAS, Brian Hooks is the owner of 25% of the membership interests in The Connoisseur LLC, Alaska Entity No. 10060562, an Alaska limited liability company (the "Company"); and

WHEREAS, the member of the Company has set forth the rights and responsibilities of the members, and the details about the Company's management, in a written Operating Agreement; and

WHEREAS, Brian Hooks, in accord with a Membership Interest Purchase and Redemption Agreement, desires to convey all of his right, title and membership interests in the Company to the Company for redemption; and

WHEREAS, the Company desires to purchase and redeem the Membership Interest held by Brian Hooks and have executed any resolutions or votes necessary to provide authority to purchase and redeem these membership interests; and

WHEREAS, Brian Hooks, is agreeable to the assignment of said membership interests in the Company, subject to the terms and provision of the Operating Agreement;

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the assignor, Brian Hooks, hereby assigns, transfers and conveys all of his 25% membership interests in The Connoisseur LLC, Alaska Entity No. 10060562, an Alaska limited liability company, to the Company, free and clear of any and all liens, claims, security interests and encumbrances of any kind or nature whatsoever, together with all of the assignor's rights as a member of the Company to his share of the profits and losses, cash flow, proceeds from sale, and capital gains and losses of or with respect to the Company which may accrue or be paid or become payable before and after the date hereof until the dissolution or termination of the Company, subject to the terms and provisions of the Operating Agreement, Mathew Chambers, as Member of the Company and pursuant to the authority provided him by the other Members, hereby accepts on behalf of the Company, said membership interests and rights in the Company, together with all of the rights, duties, responsibilities and obligations pertaining thereto, subject to the terms and provision of the Operating Agreement. The membership shall be distributed pro rata to the remaining members of the Company.

[*Signature page follows.*]

Received by AMCO 1.25.21

DATED this 31ST day of DECEMBER, 2020:

Brian Hooks, Assignor

ACCEPTED this 31ST day of DECEMBER, 2020:

CONSENTED TO AND ACCEPTED BY The Connoisseur LLC:

Date: 12/30, 2020

By: Mathew Chambers, Member

Received by AMCO 1.25.21

THE STATE of ALASKA

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Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

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— *AS 10.50.765*

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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)

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3. Entity Information: AS 10.50.765

Entity Name: The Connoisseur, LLC

Alaska Entity Number: 10060562

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: Brian Hooks 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)

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- 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
Chad Aurentz	3330 W. 88th Avenue, Anchorage, AK 99502	33.33	×	
Chadford Roush	3050 W. Stone Ridge Circle, Wasilla, AK 99654	33.33	×	
Mathew Chambers	10400 E. Bradley Lakes Drive, Palmer, AK 99645	33.33	×	

→ 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: _____

Printed Name: Mathew Chambers, Member of The Connoisseur, LLC

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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Entity Name:	The Connoisseur, LLC
AK Entity #:	10060562

Contact Person	Whom may we contact with any questions or problems with this filing?
Company:	JDW, LLC
Contact:	Jana Weltzin
Mailing Address:	Address: 901 Photo Avenue, Second Floor
	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: 901 Photo Avenue, Second Floor
	City: Anchorage State: ZIP: 99503

Alaska Entity #10060562

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 CONNOISSEUR, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective May 24, 2017.

Chris Hladick
Commissioner

Received by AMCO 1.25.21

AK Entity #: 10060562
Date Filed: 06/05/2017
State of Alaska, DCCED

THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.gov*

FOR DIVISION USE ONLY

Limited Liability Company

Initial Biennial Report

Web-6/5/2017 9:50:38 AM

Entity Name: THE CONNOISSEUR, LLC
Entity Number: 10060562
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: MATHEW CHAMBERS
Physical Address: 10400 E BRADLEY LAKE AVE, PALMER, AK 99645
Mailing Address: 10400 E BRADLEY LAKE AVE, PALMER, AK 99645

Entity Physical Address: 3200 W Top of the World Circle, Wasilla, AK 99654

Entity Mailing Address: PO Box 873844, Wasilla, AK 99687-3844

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Chad Aurentz	3330 West 88th Avenue, Anchorage, AK 99502	25	Member
Mathew Chambers	10400 E Bradley Lake Avenue, Palmer, AK 99645	25	Member
Brian Hooks	12534 E Outer Springer Loop, Palmer, AK 99645	25	Member
Chadford Roush	3050 West Stoneridge Circle, Wasilla, AK 99654	25	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING
New NAICS Code (optional):

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: Chad Aurentz

Received by AMCO 1.25.21

AK Entity #: 10060562
Date Filed: 05/24/2017
State of Alaska, DCCED

3693444

State of Alaska
Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

DO NOT STAMP ABOVE THIS BOX
Office Use Only **CORP**
RECEIVED
Juneau
MAY 24 2017
CBPL
CO 250

ARTICLES OF ORGANIZATION
Domestic Limited Liability Company
AS 10.50.075

☑ **$250.00 Filing Fee**

Pursuant to Alaska Statutes 10.50.075, the undersigned company applies for a Certificate of Organization and, for that purpose, submits the following articles:

Operating Agreement: An operating agreement is not required to be filed with this office; operating agreements are to be maintained by the entity. If you include your operating agreement, it will be returned without being filed for record.

ARTICLE 1: Name of the limited liability company must contain the words "limited liability company" or the abbreviation of "L.L.C" or "LLC."

The Connoisseur, LLC

ARTICLE 2: Indicate the purpose for which the company is organized (may include "any lawful") and, the 6 digit NAICS Industry Grouping Code that most clearly describes the initial activities of the company:

Purpose: Marijuana cultivation facility, in compliance with AS 17.38	NAICS code:	1	1	1	9	9	8

ARTICLE 3: Registered agent name and address (must include a physical and mailing address in Alaska):

Name: Mathew Chambers			
Physical address: 10400 E Bradley Lake Avenue	City: Palmer	AK	Zip Code: 99645
Mailing address: 10400 E Bradley Lake Avenue	City: Palmer	AK	Zip Code: 99645

ARTICLE 4: Management.

☑ The limited liability company is managed by its members.
☐ The limited liability company is managed by a manager.

ARTICLE 5: Optional Provisions and Additional Articles
Attach additional pages for continuation of optional provisions and/or additional articles. Please indicate which article you are continuing and/or insert any desired additional provisions authorized by Alaska Statutes. Additional articles should be a continuation of the numbering as it appears on this form.

K1863087

Received by AMCO 1.25.21

Organizers: The printed name and signature of one or more organizer shall sign the Articles of Organization.

Signature of Organizer	Printed name of Organizer	Date
	Chad Aurentz	05/24/2017
		RECEIVED Juneau
		MAY 24 2017
		CBPL

Attach an additional sheet if necessary.

NOTE: Persons who sign documents filed with the commissioner that are known to the person to be false in material respects, is guilty of a class A misdemeanor.

Mail the Articles of Organization and the $250.00 filing fee in U.S. dollars to:
State of Alaska Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received. To file your application online for immediate processing, visit our website at: www.commerce.alaska.gov/occ.

INITIAL REPORT: After filing your Articles of Organization, visit the Corporations Section at on our website, select Online Filing, and file the initial report for this entity.

Received by AMCO 1.25.21

OPERATING AGREEMENT
OF
THE CONNOISSEUR, LLC

This Operating Agreement (the "Agreement") made and entered into this 1st day of June, 2017 (the "Execution Date"),

AMONGST:

Mathew Chambers of 10400 E Bradley Lake Avenue, Palmer, Alaska 99645,
Chad Aurentz of 3330 West 88th Avenue, Anchorage, Alaska 99502,
Chadford Roush of 3050 West Stoneridge Circle, Wasilla, Alaska 99654, and
Brian Hooks of 12534 E Outer Springer Loop, Palmer, Alaska 99645
(individually the "Member" and collectively the "Members").

BACKGROUND:

A. The Members wish to associate themselves as members of an Alaska limited liability company.

B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation and Recitals

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The Members have caused articles of organization for the Company to be filed with the State of Alaska, Department of Commerce, Community, and Economic Development pursuant to the Alaska Revised Limited Liability Company Act (the "Act").

2. The Members and Company hereby agree that this agreement shall set forth the duties and obligations of the Members and the Company and that this Agreement shall govern the operations of the Company and the actions of the Members. In the event of any inconsistency between this Agreement and the Act, the terms of this Agreement shall control to the extent permitted by law.

Received by AMCO 1.25.21

Name

3. The name of the Company will be The Connoisseur, 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.

Purposes

4. The purposes of this Company are to cultivate and manufacture regulated commercial marijuana and marijuana concentrate, in compliance with AS 17.38 and 3 AAC 306, provided that the Company may engage in any lawful business as determined by the Members from time to time and exercise all powers necessary and convenient to conduct the Company's business under the Act.

Term

5. The Company commenced on June 1, 2017, and shall continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

6. The Principal Office of the Company will be located at 3200 W Top of the World Circle, Unit A, Wasilla, Alaska 99654 or such other place as the Members may from time to time designate.

Capital Contributions

7. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Capital Contribution	Value	Membership Units	Membership Percentage
Chad Aurentz	$1,000	$1,000	1,000	25%
Mathew Chambers	$1,000	$1,000	1,000	25%
Brian Hooks	$1,000	$1,000	1,000	25%
Chadford Roush	$1,000	$1,000	1,000	25%
Total	**$4,000**	**$4,000**	**4,000**	**100%**

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Allocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.

9. Distributions to Members will be made in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.

10. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

11. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

12. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

13. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

14. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.

Received by AMCO 1.25.21

15. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

16. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

17. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

18. Management of this Company is vested in the Members.

Authority to Bind Company

19. Only the following individuals have authority to bind the Company in contract: Any Member, with the written consent (including by e-mail) of the majority.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Received by AMCO 1.25.21

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.

22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. A new Member may only be admitted to the Company with a majority vote of the existing Members.

25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

26. The Members will report any new Member to the Alcohol & Marijuana Control Office, as required by AS 17.38 and 3 AAC 306.

Voluntary Withdrawal of a Member

27. Any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least one month prior to withdrawal.

28. The Members will report any voluntary withdrawal of any Member to the Alcohol & Marijuana Control Office, as required by AS 17.38 and 3 AAC 306.

29. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

Received by AMCO 1.25.21

30. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

31. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

32. The Members will report any involuntary withdrawal of any Member to the Alcohol & Marijuana Control Office, as required by AS 17.38 and 3 AAC 306.

33. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

34. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.

Received by AMCO 1.25.21

35. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

36. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

37. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

38. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

39. Where a Member's financial interest in the Company is assigned to another party who is not an existing Member, that party will be treated as a new Member. An assignment of full membership status inclusive of all duties, obligations, and rights held by the previous Member will be governed by the conditions described under the Admission of New Members section of this Agreement.

40. In the event that a Member’s interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and

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interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

41. The Members will report any change of the Members or in the financial interest of the Company, including percentage of ownership, to the Alcohol & Marijuana Control Office, as required by AS 17.38 and 3 AAC 306.

Valuation of Interest

42. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.

43. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

44. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

45. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

46. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Company obligations to current Members;

    b. in satisfaction of Company debt obligations to current Members; and then

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c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

47. The Company will at all times maintain accurate records of the following:

a. Information regarding the status of the business and the financial condition of the Company.

b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.

d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

48. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

49. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of

the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

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Banking and Company Funds

50. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

51. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

52. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Tax Matters Partner

53. The tax matters partner will be Mathew Chambers (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members may deem advisable.

54. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

Annual Report

55. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

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a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

56. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

57. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

58. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

59. No Member may do any act in contravention of this Agreement.

60. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

61. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

62. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

63. No Member may confess a judgment against the Company.

64. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

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Indemnification

65. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

66. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

67. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

68. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

69. The following actions will require the unanimous consent of all Members:

    a. Incurring Company liabilities over $20,000.00.

    b. Incurring a single transaction expense over $20,000.00.

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c. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

d. Releasing any Company claim except for payment in full.

Amendment of this Agreement

70. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

71. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

72. Time is of the essence in this Agreement.

73. This Agreement may be executed in counterparts.

74. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

75. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

76. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some

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way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

77. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

78. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

79. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

80. For the purpose of this Agreement, the following terms are defined as follows:

a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

c. "Distributions" means a payment of Company profits to the Members.

d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

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g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 1st day of June, 2017.

Mathew Chambers (Member)

Chad Aurentz (Member)

Chadford Roush (Member)

Brian Hooks (Member)

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