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

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	MOOSE GARDEN, LLC.

Entity Type: Limited Liability Company

Entity #: 10101103

Status: Good Standing

AK Formed Date: 2/28/2019

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: PO BOX 190856, ANCHORAGE, AK 99519

Entity Physical Address: 5328 CARIBOU AVE, ANCHORAGE, AK 99508

Registered Agent

Agent Name: Angela Yinh

Registered Mailing Address: PO BOX 190856, ANCHORAGE, AK 99519

Registered Physical Address: 5328 CARIBOU AVENUE, ANCHORAGE, AK 99508

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Angela Yinh	Member, Manager	50.00
	Marius Yinh	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
2/28/2019	Creation Filing	Click to View	Click to View
2/28/2019	Initial Report	Click to View	
10/21/2020	Biennial Report	Click to View	
12/14/2020	Change of Officials	Click to View	

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Alaska Entity #10101103

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

MOOSE GARDEN, LLC.

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **February 28, 2019.**

Julie Anderson
Commissioner

AMCO
JUN 1 6 2021

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Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Angela Yinh	Member	50.00
	Marius Yinh	Manager, Member	50.00

Filed Documents

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2/28/2019	Initial Report	Click to View	

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AMCO
JUN 16 2021

AK Entity #: 10101103
Date Filed: 02/28/2019
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-2/28/2019 5:18:36 PM

Entity Name: MOOSE GARDEN, LLC.
Entity Number: 10101103
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Angela Yinh
Physical Address: 5328 CARIBOU AVENUE, ANCHORAGE, AK 99508
Mailing Address: PO BOX 190856, ANCHORAGE, AK 99519

Entity Physical Address: 5328 CARIBOU AVENUE, ANCHORAGE, AK 99508

Entity Mailing Address: PO BOX 190856, ANCHORAGE, AK 99519

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
Angela Yinh	PO Box 190856, Anchorage, AK 99519	50	Member
Marius Yinh	PO Box 190856, Anchorage, AK 99519	50	Manager, Member

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

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Lance C. Wells, Atty.

AMCO
JUN 16 2021

Limited Liability Company Agreement of
Moose Garden LLC
32273 Old Nash Rd
Seward, Alaska 99664

THIS OPERATING AGREEMENT (this "Agreement") of Moose Garden LLC, (the "Company"), is executed and agreed to, for the good and valuable consideration, by the undersigned members (the "members")

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement for Moose Garden LLC, a Member managed Alaska limited liability company form under and pursuant to Alaska Law

B. Operating Agreement Controls. To the extent that the right or obligations of the Members or the Company under provision of the Operating Agreement differ from what they would be under Alaska law absent such a provision, the Agreement , to the extent permitted under Alaska law, shall control.

C. Primary Business Address. The location of the primary place of buisiness of the Company is:

32273 Old Nash Rd. Seward, Alaska 99664

The Company Mailing Address is:

PO Box 190856, Anchorage, Alaska 99519

D. Registered Agents. The Company's initial agents for service of process is **Angela Yinh** and **Marius Yinh**.

II. Purpose and Powers

A. Purpose: The Company is created for the following business purposes:

Standard Marijuana Cultivation- Wholesale Only

B. Powers: The Company shall have all the powers of a Limited Liability Company set forth under Alaska Law.

C. Duration: The Company's term shall commence upon the filing of and Articles of Organization and all other such necessary materials with the State of Alaska. The Company will operate until terminated as outlined in the Agreement unless:

1. A majority of the Member vote to dissolve the Company

2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska Law

JUN 1 6 2021

3. It becomes unlawful for either Member of the Company to continue in business.

4. A judicial decree is entered that dissolves the Company

5. Any other event results in the dissolution of the Company under federal or Alaska Law.

III. Members

A. Members The Members of the Company and their Membership Interest at the time of adoption of this Agreement are as follows:

Angela Yinh 50%

Marius Yinh 50%

B. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Alaska Law, no Member shall be personally liable for and acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgement, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or Value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement.

C. The Members will have 90 days to decide if they want to buy the Membership interest together and disperse it equally should a Member die, be declared incompetent, or withdraw from the Company.

D. Voting power of the Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

E. Duties of the Members shall be:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks, cash and other Limited Liability Company documents and bank accounts.
2. At all times hold itself out of being a legal entity separate from the Members and any other person and conduct its business in its own name.
3. File its own tax returns, if an , as may be required under applicable law, and pay any taxes required to be paid under applicable law.
4. Pay its own liabilities only out of its own funds, except with respect to organizational expenses.
5. Pay salaries of its own employees, if any out of its own funds.

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6. Maintain adequate capital in light of its contemplated business purposes.
7. Not require any obligations or securities of the Members and observe all other Limited Liability formalities.

IV. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meeting of the Members, which may be a fixed sum. Members may agree upon a fixed compensation for their services. Members may elect not to seek compensation until the Company is in a financial status to start compensation.

A. Any non-cash asset distribution to one or more Members in or if liquidation of the Company shall first be valued at its fair market value to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this agreement. These assets may be appraised by an outside appraisal company for the benefit of fair market value.

B. The Company shall terminate when all of the assets of the Company, after payment of or due provision for the debts, liabilities and obligations of the Company have been extinguished in full. The Company will then register with the State of Alaska as being dissolved by the Member Angela Yinh.

V. Accounting and Distributions.

A. Fiscal Year of the Company shall end on the last day of December

B. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions shall be issues on annual basis, if needed, based upon the Company's fiscal year. The distribution will be agreed upon, if needed, by all Members.

D. All tax liabilities will be paid first prior to any Members compensation as agreed upon by the Members.

VI. Insurance.

The Company shall have the power to purchase and maintain insurance on all assets deemed necessary by the Members and to include building, flood, general liability, inventory and any other insurance as agreed upon by the Members.

VII. General Provisions

A. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

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JUN 16 2021

B. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska law.

C. This Agreement may be amended only by written content of all the Members. Upon obtaining the approval of any such amendments, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska Law.

D. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreement and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of July 15, 2019.

By: _____ Date: 7/15/2019
Angela Yinh

By: _____ Date: 7/15/2019
Marius Yinh

AMCC
JUN 1 6 2021