Alaska Entity #10039511

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

Alaska Cannabis Exchange, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **June 23, 2016.**

Chris Hladick
Commissioner

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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*

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Articles of Organization

Domestic Limited Liability Company

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1 - Entity Name

Legal Name: Alaska Cannabis Exchange, LLC

2 - Purpose

The lawful cultivation, processing and sale of cannabis and cannabis related products.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Andrea Hobbs
Mailing Address: 15930 Terracewood Lane, Anchorage, AK 99516
Physical Address: 15930 Terracewood Lane, Anchorage, AK 99516

5 - Entity Addresses

Mailing Address: 1807 West 47th Avenue, Anchorage, AK 99517
Physical Address: 1807 West 47th Avenue, Anchorage, AK 99517

6 - Management

The limited liability company is managed by its members.

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7 - Officials

Name	Address	% Owned	Titles
Andrea Hobbs			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: Andrea Hobbs

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Alaska Cannabis Exchange LLC Operating Agreement

This is a Limited Liability Company Operating Agreement (the "Agreement") made on July 1, 2016, revised on May 17, 2021. The Members in this agreement are as follows:

Aaron Ralph
Andrea Hobbs

The Members to this Agreement agree to the following:

Name:

This Limited Liability Company will be known as Alaska Cannabis Exchange LLC (the "LLC" or "Company").

The LLC:

a) The Members have formed a Limited Liability Company.

b) The terms and conditions of their LLC will be outlined in this Agreement.

c) If the Agreement is executed, the LLC Operating Agreement will be in effect on July 1, 2016.

d) The LLC will only be terminated as outlined in this Agreement.

e) The LLC's primary place of business will be 1807 West 47th Avenue, Anchorage, Alaska. 99517.

f) The LLC will be governed under the laws of the state of Alaska.

g) The LLC's primary purpose is to legally cultivate and sell cannabis and cannabis related products.

Registered Office and Agent:

The Company's initial registered agent shall be Andrea Hobbs, located at 15930 Terracewood Lane, Anchorage, Alaska, 99516. The Company's Managers may, in accordance with the voting authority established above, change the principal office, registered office, or registered agent of the Company, or establish additional agents, offices or places of business of the Company from time to time.

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Contributions:

The Members will make an initial contribution to the LLC as follows:
Andrea Hobbs: Required capital investment to open business
Aaron Ralph: Industry knowledge and expertise

Contributions will be submitted as needed. All capital contributions are final unless all Members give written consent of withdrawal.

Interest:

The Members' ownership interest in the LLC will be as follows:
Aaron Ralph: 50%
Andrea Hobbs: 50%

Costs:

The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

Profits & Losses:

a) The Members will share the net profits and losses of the LLC according to the following percentages:
Aaron Ralph: 50%
Andrea Hobbs: 50%

b) Cash distributions, if any, will be made according to the following percentages until the initial capital contribution is repaid:
Andrea Hobbs: 75%
Aaron Ralph: 25%

Following repayment of the initial capital contribution, cash distributions, if any, will be made according to the percentages identified in (a) above.

c) The Members' profit allocation will be accounted by Kimura and Associates (or alternate accounting firm) according to the above percentages after the costs of the LLC have been paid or calculated according to the above cost percentages.

d) Profit allocations will be distributed as determined by the Members.

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e) Each member must receive 0% of their profit allocation each year from the LLC, although percentages greater than the above listed may be distributed according to a member vote.

f) The members are not allowed to withdraw from their profit allocation at any time.

g) Members may not receive enough funds from the LLC to cover their income taxes for total profit allocation by the LLC.

Members and Managers:

a) The liability of the Members is limited according to the Limited Liability statutes for the state of Alaska.

b) No Member shall be an agent of any other Member by reason of being a Member of the Company.

c) All Members of the LLC, by majority vote of Member interest, will maintain 3 Manager(s) to be reelected as needed. All Members will vote in each election.

d) Members that are not elected as Managers shall not have any control or vote in the operation of the Company's affairs and shall have no power to bind the Company.

e) The Managers' voting authority will be defined by the following unless otherwise stated in the Agreement: All decisions for contract or otherwise will be made based on a majority vote of percent of ownership. Each Manager will have the authority based on their percent ownership outlined above in the Agreement. Notwithstanding the above, for all financial decisions greater than $2,500, including but not limited to purchases, guarantees, contracts or cash distributions, will required Andrea Hobbs' consent.

Proxies:

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Filing of Notices:

The Managers of the Company shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Alaska, the Members of the Company, and any other

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appropriate state or federal authorities or agencies. The Managers may delegate this responsibility to a single Manager in accordance with the voting authority established above.

Liability of Members and Managers:

All debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and no Member shall be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a Member. However, each Member remains personally liable for payment of his, her or its Capital Contribution as set forth in the Act or as otherwise provided in this Agreement. This section does not prevent an LLC Member, should they so choose, from separately agreeing to guaranty or otherwise become liable for a debt which is also of the LLC.

Indemnification:

The Company will indemnify the Members, Managers, and agents for all costs, losses, liabilities and damages paid or accrued by the Member, Manager or agent in connection with the Company's business, to the fullest extent provided or allowed by the laws of Alaska.

Accounting:

a) All accounts related to the LLC, including contribution and distribution accounts will be audited upon a majority vote of the Members.

b) All Members will maintain a joint contribution account. All Members will maintain a joint distribution account. Members will keep accurate and complete books of account for all accounts related to the LLC. Any Member, whether majority or minority, will be allowed to review all books of account at any time they request.

c) Accounting records will be kept on a cash basis.

d) All financial records including tax returns and financial statements will be held at the LLC's primary business address and will be accessible to all members.

e) The fiscal year will be complete on the last day of December of each year. All Members will present their position on the state of the LLC within two weeks of the completion of each fiscal year.

f) The following Members will be able to sign checks from any joint Member account:

Aaron Ralph
Andrea Hobbs

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New Members:

The LLC will amend this agreement to include new Members upon the written and unanimous vote of all Members.

The name of the LLC may be amended if a new Member is added to the LLC upon the written and unanimous vote of all Members.

Withdrawal or Death:

The Members hereby reserve the right to withdraw from the LLC at any time. Should a Member withdraw from the LLC because of choice or death, the remaining Members will have the option to buy out the remaining shares of the LLC. Should the Members agree to buy out the shares, the shares will be bought in equal amounts by all Members. The Members agree to hire an outside firm to assess the value of the remaining shares. The Members will have 90 days to decide if they want to buy the remaining shares together and disperse them equally. If all Members do not agree to buy the shares, individual Members will then have the right to buy the shares individually. If more than one Member requests to buy the remaining shares, the shares will be split equally among those Members wishing to purchase the shares. If all Members agree by unanimous vote, the LLC may choose to allow a non-Member to buy the shares thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the LLC will be dissolved.

The name of the LLC may be amended upon the written and unanimous vote of all Members if a Member is successfully bought out.

Powers of Legal Representative:

If a Member who is an individual dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage his or her person or property, the Member's personal representative, administrator, guardian, conservator, trustee or other legal representative shall have all of the rights of an assignee of the Member's interest. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

Dissolution:

Should the LLC be dissolved by majority vote or otherwise, the LLC will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in this Agreement. An assignment or sale of a Members interest in the Company does not result in the dissolution of the Company. For the avoidance of doubt, the granting of a lien on any amount of Member interest is not deemed to be an assignment.

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Liquidation:

Upon dissolution of the Company, the Managers or one of their members that they select shall liquidate the Company's assets and shall do so as promptly as is consistent with obtaining fair value for them, and shall apply and distribute the assets of the Company as follows:

a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors of the Company other than the Members;

b) Second, to the payment and discharge of all of the Company's debt and liabilities to creditors of the Company that are Members;

c) Third, to the Members in accordance with their capital accounts, after giving effect to all contributions, distributions and allocation for all periods.

Amendments:

a) Amendments may be made hereto upon the unanimous and written consent of all Members.

b) Amendments must be expressly written and have the original signatures of all Members.

Settling Disputes:

All Members agree to enter into mediation before filing suit against any other Member or the LLC for any dispute arising from this Agreement or LLC. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Alaska.

Action Without Meeting:

Any action required or permitted to be taken by the Managers at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers.

No State Law Partnership:

The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager, for any purposes other than federal and state tax purposes, and this Operating Agreement may not be construed to suggest otherwise.

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Choice of Law and Severability:

This Agreement shall be construed in accordance with the internal law of the state of Alaska. If any provision of this Agreement shall be contrary to the internal laws of the state of Alaska or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such as way as will best serve the intention of the parties at the time of the execution of this Agreement.

Entire Agreement:

This Agreement constitutes the entire agreement among the Members regarding the terms and operations of the Company, except for any amendments to this Agreement adopted in accordance with the terms herein. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings, and representations of the parties regarding the terms and operation of the Company, except as provided in the preceding sentence.

All Members signed hereto agree to the above stated Agreement.

Signed this 26TH day of MAY, 2021

Signature: _____
Aaron Ralph

Signature: Andrea S Hobbs
Andrea Hobbs

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THE STATE of ALASKA

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

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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: Alaska Cannabis Exchange LLC

Alaska Entity Number: 10039511

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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: Thomas Cowen 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
Aaron Ralph	19855 Tulwar Drive Chugiak AK 99567	50%	×	
Andrea Hobbs	15930 Terracewood Lane Anchorage AK 99516	50%	×	

→ 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: 9-26-21

Printed Name: Aaron C. Ralph

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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THE STATE of ALASKA

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

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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*

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:	Alaska Cannabis Exchange LLC
AK Entity #:	10039511

Contact Person	Whom may we contact with any questions or problems with this filing?
Company:	ACE
Contact:	Aaron C. Ralph
Mailing Address:	Address: 19855 Tulwar Drive
	City: Chugiak State: AK ZIP: 99567
Phone:	907-440-3400
Email:	alaskacannabisexchange@gmail.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:	ACE
Contact:	Aaron C. Ralph
Mailing Address:	Address: 3705 Arctic Blvd #1203
	City: Anchorage State: AK ZIP: 99503

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