Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Shackleford Investments, LLC	**License Number:**	31826		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Shackleford Investments, LLC				
Physical Address:	8847 Kenai Spur Highway Buildings F,G,H				
City:	Kenai	**State:**	AK	**Zip Code:**	99611
Designated Licensee:	Nicholas Mann				
Email Address:	shacleford.investments.llc@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	SHACKLEFORD INVESTMENTS LLC ENTITY DOCUMENTS - ARTICLES OF ORGANIZATION - BUSINESS LICENSE - CERT. OF ORGANIZATION - IRS EIN - MEMBER LIST - OPERATING AGREEMENT

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

Received by AMCO 3.7.22

AK Entity #: 10180947
Date Filed: 12/01/2021
State of Alaska, DCCED

FOR DIVISION USE ONLY

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

Articles of Organization

Domestic Limited Liability Company

Web-12/1/2021 9:40:48 AM

1 - Entity Name

Legal Name: Shackleford Investments, LLC

2 - Purpose

Any lawful purpose.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Nicholas Mann

Mailing Address: 140 Bidarka St., #1342, Kenai, AK 99611

Physical Address: 36371 Kalifornsky Beach Rd., Kenai, AK 99611

5 - Entity Addresses

Mailing Address: 140 Bidarka St., #1342, Kenai, AK 99611

Physical Address: 8847 Kenai Spur Hwy, #F, Kenai, AK 99611

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Greg Stein			Organizer

Name of person completing this online application

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: Greg Stein

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Alaska Business License # **2144664**

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

Shackleford Investments, LLC

140 Bidarka St., #1342, Kenai, AK 99611

owned by

Shackleford Investments, LLC

is licensed by the department to conduct business for the period

December 1, 2021 to December 31, 2023
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting

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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Alaska Entity #10180947

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

Shackleford Investments, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **December 1, 2021**.

Julie Anderson
Commissioner

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AK Entity #: 10180947
Date Filed: 12/01/2021
State of Alaska, DCCED

FOR DIVISION USE ONLY

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

Domestic Limited Liability Company

Initial Biennial Report

Entity Name: Shackleford Investments, LLC

Entity Number: 10180947

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 8847 KENAI SPUR HWY, #F, KENAI, AK 99611

Mailing Address: 140 BIDARKA ST., #1342, KENAI, AK 99611

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Nicholas Mann

Physical Address: 36371 KALIFORNSKY BEACH RD., KENAI, AK 99611

Mailing Address: 140 BIDARKA ST., #1342, KENAI, AK 99611

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Member
Nicholas Mann	140 Bidarka St., #1342, Kenai, AK 99611	100	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

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: Greg Stein

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OPERATING AGREEMENT OF

SHACKLEFORD INVESTMENTS, LLC

This Operating Agreement ("Agreement") of SHACKLEFORD INVESTMENTS, LLC, an Alaska limited liability company (the "Company"), is made and entered into and effective as of this * day of December, 2021, by Nicholas Mann, as sole member (the "Member"), and the Company pursuant to and in accordance with the Limited Liability Company Law of the State of Alaska, as amended from time to time (the "Act"). Terms used in this Agreement which are not otherwise defined shall have the respective meanings given those terms in the Act.

RECITALS

The Member has formed a limited liability company named Shackleford Investments, LLC, an Alaska LLC, under the laws of the State of Alaska. The Articles of Organization were filed on the 1st day of December, 2021, with the State of Alaska.

In consideration of the covenants and promises made herein, the parties hereby agree as follows:

SECTION 1
DEFINITIONS

1.1 "Act" means the Limited Liability Company Law of the State of Alaska, as amended.

1.2 "Agreement" means this Limited Liability Company Operating Agreement, as amended.

1.3 "Articles of Organization" means the articles of organization which were filed on the 1st day of December, 2021 with the State of Alaska for the purpose of forming this Company.

1.4 "Capital Account" means the amount of a Member's Capital Contribution, as adjusted, including but not limited to increases due to profits or additional contribution and decreases due to losses and distributions.

1.5 "Capital Contribution" means any contribution of value, including but not limited to cash, property, assets, etc., by a Member to the capital of the Company.

1.6 "Financial Interest" means a Member's right to share in the profits, losses, incomes, expenses, or other monetary items and to receive distributions and allocations from the Company.

1.7 "Company" means Shackleford Investments, LLC, an Alaska LLC under the laws of the State of Alaska.

1.8 "Company Interest" or "Interest" means an ownership interest in the Company, which

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includes the Financial Interest, the right to vote, the right to participate in management, and the right to obtain information concerning the Company and any other rights granted to a Member under the Articles of Organization or this Agreement.

1.9 "Member" means any person or entity who owns an Company Interest.

1.10 "Property" means any and all assets, in whole or in part, of the Company, both tangible and intangible.

SECTION 2
FORMATION

2.1 **Formation of the Company**. The Member has formed the Company pursuant to the laws of the State of Alaska by filing the Articles of Organization with the State of Alaska, Corporations Division.

2.2 **Name**. The name of the Company is "Shackleford Investments, LLC." The Member shall operate the business of the Company under such name or use such other names as the Member deem necessary provided that such names do not violate the Act.

2.3 **Principal Office**. The Company's principal place of business will be located at 8847 Kenai Spur Hwy, # F, G, and H Kenai, Alaska 99611.

2.4 **Term**. The Company shall continue until terminated or dissolved in accordance with its Articles of Organization or this Agreement.

2.5 **Business Purpose**. The purpose of the Company is to engage in the business of marijuana cultivation and any other business or activity necessary and proper to accomplish the above purpose.

2.6 **Registered Agent**. The Company's registered agent will be Nicholas Mann.

2.7 **Registered Office**. The Company's registered office will be the office of the registered agent located at 8847 Kenai Spur Hwy, # F, G, and H Kenai, Alaska 99611.

SECTION 3
MEMBERSHIP

3.1 **Initial Member**. The name and mailing address of the Member of the Company is as follows:

Name	Address
Nicholas Mann	140 Bidarka St. Kenai, AK 999611

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3.2 **Additional Member**. Additional persons or entities may be admitted to the Company as Members, and Company Interests may be issued to those additional Members, only upon the unanimous consent of the current Member or Members and on such terms and conditions as determined by the Member or Members and in accordance with the Articles of Organization and this Agreement. All new Members must sign a copy of this Agreement and agree to be bound by the terms of this Agreement.

3.3 **Liability to Third Persons**. No member shall be liable for the debts, obligations or liabilities of the Company to a third party unless the Member agrees in writing to be liable.

3.4 **Authority**. In the event two or more Members constitute the membership, no Member has the authority or power to act for or on behalf of, to bind, or to incur any liability on behalf of the Company except as provided in this Agreement.

3.5 **Withdrawal**. No Member has the *right* to withdraw from the Company as a Member except as provided in this Agreement. However, a Member has the *power* to withdraw but such withdrawal shall be deemed a breach of this Agreement. If a Member does exercise such power of withdrawal in breach of this Agreement, the Member shall be liable to the Company and the other Member for all monetary damages as a result of the breach, including but not limited to direct, indirect, incidental, and consequential damages. The Company and the other Member shall not have the right to prevent the withdrawing Member from withdrawing through the use of an injunction or otherwise.

3.6 **Compensation.** No Member shall receive compensation for services rendered to the Company except as expressly permitted by this Agreement or any other written agreement. However, the Company shall reimburse Member for any expense paid by them that is properly an expense of the Company.

SECTION 4
CAPITAL ACCOUNTS

4.1 **Initial Contributions**. The initial Member shall contribute to the Company the following Capital Contributions and receive the following Company Interest:

Member	Contribution	Company Interest
Nicholas Mann	$50,000.00	100%

4.2 **Additional Contributions**. If the Member or Members agree that additional Capital Contributions are necessary, upon written notice to all Members, each Member shall contribute to the Company his or her pro rata share, based upon the Member's Capital Account, of the additional contribution.

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4.3 **Failure to Contribute**. If a Member fails to timely provide a required Capital Contribution, the Company may take such action as it deems necessary and appropriate including but not limited to instituting a court proceeding to obtain payment, canceling the Member's Company Interest, or exercising any other right or remedy available at law or equity.

4.4 **Advances by Member**. A Member may, at any time, advance moneys to the Company. An advance is a loan from a Member to the Company and shall bear interest at the prevailing interest rate. An advance is not a Capital Contribution.

4.5 **Return of Capital**. No Member shall have the right to withdraw or obtain a return of his or her Capital Contribution except as provided in this Agreement. A Member's Capital Contribution may not be withdrawn or returned in the form of property other than cash except as provided in this Agreement.

SECTION 5
ALLOCATION OF PROFITS AND LOSSES AND DISTRIBUTIONS

5.1 **Allocation of Profits and Losses**. The Company's profits and losses will be allocated pro-rata in accordance with a Member's Company Interest.

5.2 **Distributions**. Distribution of Company assets and property shall be made at such times and in such amounts as the Members determine subject to any restrictions in this Agreement. Distributions shall be made among the Members in proportion to the Member's Company Interests.

SECTION 6
MANAGEMENT

6.1 **Member Management**. The Company shall be managed by its Members.

6.2 **Voting**. A Member shall have one vote.

SECTION 7
TRANSFER AND ASSIGNMENT OF Company INTEREST

7.1 **Transfer or Assignment of Member's Interest**. Except as otherwise provided in this Agreement, no Member may transfer and/or assign, in whole or in part, his or her Company Interest at any time. For purposes of this Agreement, "transfer" shall include sale, exchange, assignment, alienation, disposition, gift, pledge, hypothecation, encumbrance, and grant of security interest in the Company Interest.

7.2 **Consent to Transfer to Non-Member**. No transfer or assignment of a Company Interest, or any part thereof, will be valid without the unanimous express written consent of all Members. If a Company Interest is transferred or assigned without the consent of all

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Members, the transferee shall have no rights in, and may not participate in, the management or operation of the business and affairs of the Company, nor may the transferee become a Member of the Company. Any transfer or assignment of a Company Interest without the proper consent shall only effect a transfer or assignment of the Member's Financial Interest, and the transferring Member shall still be bound to the terms of this Agreement. Only upon unanimous consent of all Members will a transferee or assignee be admitted as an additional Member pursuant to this Agreement.

SECTION 8
BOOKS, RECORDS, TAXATION

8.1 **Maintenance of Books and Records**. The Company shall establish and maintain appropriate books and records of the Company in accordance with generally accepted accounting principles.

8.2 **Tax Matters**. The Member and the Company intend the Company to be treated as a Sole Proprietorship for all income tax purposes, and will file all necessary and appropriate forms in furtherance of that position.

SECTION 9
INDEMNIFICATION

9.1 **Indemnification**. To the fullest extent permitted by law, the Company shall indemnify and hold harmless, and may advance expenses to, any Member, manager or other person, or any testator or intestate of such Member, manager or other person (collectively, the "Indemnitees"), from and against any and all claims and demands whatsoever, provided, however, that no indemnification may be made to or on behalf of any Indemnitee if a judgment or other final adjudication adverse to such Indemnitee establishes: (a) that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. The provisions of this section shall continue to afford protection to each Indemnitee regardless of whether he or she remains a Member, manager, employee or agent of the Company.

SECTION 10
DISSOLUTION

10.1 **Dissolution**. The Company shall be dissolved upon the occurrence of any of the following events:

(a) The unanimous written consent of the Company Members;

(b) The death, withdrawal, resignation, expulsion, bankruptcy or dissolution of a

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Member, or the occurrence of any other event which terminates the Member's continued Membership in the Company, unless the business of the Company is continued by the consent of all of the remaining Company Members within ninety (90) days of the happening of that event.

SECTION 11
GENERAL PROVISIONS

11.1 **Entire Agreement**. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement, and it supersedes all prior understandings and agreements and dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. Further, no consent or waiver to or of any breach or default shall constitute a consent or waiver to or of any other breach.

11.2 **Severability**. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11.3 **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. The Agreement may not be assigned by any party without the unanimous express written consent of the other parties.

11.4 **Governing Law**. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alaska. The parties hereby agree that any legal action or proceeding shall be brought in the courts of the State of Alaska. The parties further agree to submit to the jurisdiction of the State of Alaska and consent to the service of process with applicable procedures and rules of said jurisdiction.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed as of this 1ST day of December, 2021.

SHACKLEFORD INVESTMENTS, LLC

By: _____
*

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