AK Entity #: 10244721
Date Filed: 09/05/2023
State of Alaska, DCCED

FOR DIVISION USE ONLY

THE STATE of ALASKA

AMCO
OCT 23 2023

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: Francis, LLC

Entity Number: 10244721

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 200 4TH AVE, SKAGWAY, AK 99840

Mailing Address: PO BOX 946, SKAGWAY, AK 99840-0946

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: Michael Healy

Physical Address: 410 SHOTGUN ALLEY, SKAGWAY, AK 99840

Mailing Address: PO BOX 316, SKAGWAY, AK 99840-0316

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
Michael Healy	PO Box 316, Skagway, AK 99840-0316	50	X
Dylan Healy	PO Box 473, Skagway, AK 99840-0473	50	X

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

NAICS Code: 459999 - ALL OTHER MISCELLANEOUS RETAILERS

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: Michael Healy

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THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE LAWS OF THE STATE OF ALASKA IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN AS 45.55.900(b)(5)(C) (initial issue to fewer than 10 persons) OF THE ALASKA SECURITIES ACT. THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 4(2) THEREOF. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT AND IN A TRANSACTION THAT IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

OPERATING AGREEMENT
Francis, LLC

THIS OPERATING AGREEMENT ("Agreement") is entered into this 5th day of September, 2023, by and among the undersigned.

ARTICLE I
GENERAL PROVISIONS

1.1 Name. The name of the organization is Francis, LLC (the "Company"), formed when the executed Articles of Organization were filed with the Alaska Department of Commerce and Economic Development, in accordance with and pursuant to the Alaska Revised Limited Liability Company Act ("Act").

1.2 Principal Place of Business. The Company's principal place of business shall be located in Skagway, Alaska, and at any other or additional places the Members may from time to time determine.

1.3 Purpose. The purpose of the Company includes owning and managing a marijuana retail store and any and all lawful purposes for which limited liability companies are allowed under the Act.

1.4 Property. The property of the Company shall be owned by and in the name of the Company as an entity. Such property and the credit of the Company shall be used solely for the benefit of the Company and not for the benefit of any individual Member. Insofar as permitted by the laws of Alaska, no Member shall have any ownership interest in such property in the Member's individual capacity. Each Member's interest in the Company shall be personal property.

1.5 Term. The Company is effective as of the date the Articles of Organization were filed with the State and shall continue until terminated as provided herein.

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1.6 Member. The name and present mailing addresses of the initial Members are:

Michael R. Healy
Dylan Healy

ARTICLE II
CAPITAL CONTRIBUTIONS

2.1 Original Contributions. The Members have contributed the following property to the Company:

Michael Healy: REDACTED
Dylan Healy: REDACTED

2.2 Member's Interest. Each Member's interest in the Company and in the profits and losses of the Company shall be in the same ratio as her capital account as set forth in Section 4.1. The "Membership Interest" shall mean the Member's ownership interest in the Company, which may be expressed as a percentage equal to such Member's capital account divided by the aggregate capital accounts of all Members.

2.3 Interest and Return of Capital. Except as otherwise provided for in this Agreement, no Member shall be entitled to withdraw or receive a return of any portion of their capital contribution.

2.4 Additional Contributions. In the event that additional capital shall be required, each member shall contribute equal amounts. These additional contributions shall not be required to be repaid by the Company.

ARTICLE III
OPERATIONS

3.1 Actions by Members. The Company shall be Member-managed. The Members will be entitled to participate in the day-to-day affairs and management of the Company. On those matters on which a Member is entitled to vote, each Member shall have a vote which is in proportion to the Member's relative interest in the Company at the time of the vote; for example, if a member holds a 10% interest in the Company, he or she has 10% of the total voting power.

3.1.1 Actions Requiring Approval of the Members. Notwithstanding any other provision of this Operating Agreement, the approval of 100% of the Members shall

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be required in order for any of the following actions to be taken on behalf of the Company:

(a) Amending the Company's Articles of Organization or this Operating Agreement in any manner that materially alters the preferences, privileges or relative rights of the Members, which shall be by unanimous consent.

(b) Taking any action that would make it impossible to carry on the ordinary business of the Company, including selling all or substantially all of the Company's assets.

(c) Dissolving the Company.

(d) Purchasing real property on behalf of the Company.

(e) Contracting debt on behalf of the Company in excess of $5,000.

(f) Lending Company funds in excess of $5,000.

3.1.2 Action by Members. Members may take action either by meeting or by written consents. The Members will meet annually on 8th day of January of each year at the hour of 10:00 a.m. at the principal office of the Company. Additional meetings of Members may be called at any time by a Member. Notice of additional meetings must be given to Members by the Member calling the meeting at least 10 days but not more than 60 days before the meeting. Members may participate in meetings by telephone or video conference, or other similar method. In lieu of a meeting, Members may take action by all signing a written consent to the action.

3.2 Management by Managers. Except as otherwise expressly provided in the Act, the Articles of Organization or this Operating Agreement, the Managers are authorized and empowered on behalf of and in the name of the Company to carry out any and all of the purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings that they may, in their sole discretion, deem necessary, advisable or incidental thereto. No member shall have authority to manage or specifically bind the Company. Managers have the power make all decisions affecting such business and affairs, either separately or together.

3.2.1 Election etc. of Managers. The Company shall at all times have two Managers, who shall be elected by the Members at the annual meeting. Managers will continue as managers until replaced by the Members.

3.2.2 Duty of Care of the Managers. In exercising their powers and authority under, and otherwise carrying out the provisions of, this Agreement, the Managers shall perform the duties of management in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with the care,

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including reasonable inquiry, that an ordinarily prudent person in a like position would use under similar circumstances.

3.2.3 Compensation and Reimbursement. Each Manager shall be entitled to reasonable compensation for services rendered to the Company in that capacity as well as to be reimbursed for all expenses reasonably incurred by such manager in connection with the business and purposes of the Company.

3.2 Accounting. The Company shall be taxed as a partnership. Michael Healy will be named on the Company tax return or on a statement filed with the Internal Revenue Service as the "Tax Matters Member" as that term is defined in Section 6231(a) (7) (A) of the Internal Revenue Code of 1986, or its counterpart in any subsequently enacted Internal Revenue Code (the "Code"). The Tax Matters Member shall be authorized to file or revoke an election under Section 754 of the Code on behalf of the Company. References to specific Code sections herein shall not limit the Company's right to make elections as appropriate under provisions of the Code. Notwithstanding reference to specific Code sections in other sections of this Agreement, the Tax Matters Member shall at all times handle tax matters in accordance with the provisions of the Code as amended from time to time.

3.3 Books and Records. The Company's books and records shall be maintained by the Managers at the Company's principal place of business, and each Member shall at all times have access to and may inspect and copy any of them. The books shall be kept on a calendar year basis and shall be closed and balanced at the end of each calendar year. The Company will furnish annual financial statements to the Members and prepare tax returns in a timely manner, furnishing copies to all Members prior to filing.

3.4 Involvement in Outside Business Venture. Any member may engage in or possess an interest in any other outside business ventures of every kind and description, independently or with others. Neither the Company nor any member shall have any rights in or to such independent ventures, or the income or profits therefrom by virtue of this Agreement.

3.5 Reliance. The Members and Manager shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, prepared by (a) an employee of the company whom the person reasonably believes to be reliable and competent in the matters presented; or (b) counsel, public accountants, or other professionals or experts as to matters that the person reasonably believes to be within the professional's or expert's competence. However, a person is not entitled to reliance if the person has knowledge concerning the matter in question that makes reliance unwarranted.

ARTICLE IV

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MEMBERS' ACCOUNTS

4.1 Capital Accounts. Separate capital accounts shall be maintained for each member and each assignee pursuant to this section. Each separate capital account (a) shall be credited with such members' (1) original contribution of capital, (2) additional capital contributions, (3) such members' share of Company income and gain (including income and gain exempt from taxation), and (4) the amount of any Company liability assumed by such member or that is secured by any Company asset distributed to such member; and (b) shall be charged with (1) any distributions to such member in reduction of Company capital, (2) such members' share of Company deduction and loss computed and allocated in accordance with Section 4.1.3 of this Agreement, and (3) the amount of any liabilities of such member assumed by the Company or that are secured by any asset contributed to the Company by such member.

Each separate capital account shall be maintained throughout the term of the Company in accordance with this Article and the provisions of Treasury Regulations ("Regulations") Section 1.704-1(b)(2)(iv), the latter controlling in the event of a conflict between the two provisions.

4.2 Computation and Allocation of Income, Gain, Loss, Deduction, and Credit. All items of Company income, gain, loss, deduction, and credit, whether resulting from Company operations or from the dissolution of the Company, shall be computed in accordance with the provisions of Section 703(a) of the Internal Revenue Code of 1986, as amended, and shall be allocated among the Members' Capital Accounts in proportion to the Members' respective ownership interests.

4.3 Members Not Liable. No Member shall have personal liability for the losses, debts, claims, expenses or encumbrances of or against the Company or its property, unless the Member has individually guaranteed repayment of a Company obligation. No Member shall be obligated to restore a deficit balance, if any, in the Member's Capital Account, except to the extent such deficit balance shall have arisen as a result of the Member's receipt of a distribution in excess of the amount rightfully due him or her under this Agreement.

4.4 Rights of Creditors. In accordance with Alaska Stat. § 10.50.380, a judgment creditor of a Member shall be entitled only to a charging order and shall only be considered an Assignee of the Member and shall have no right to become a Member or have rights to participate in the management of the Company. Alaska Stat. § 10.50.380 provides the exclusive remedy to a judgment creditor.

4.5 Distributions. Provided the Company has sufficient cash on hand (determined by the Managers), the Company will distribute cash to each Member within sixty days after the end of the tax year in sufficient amounts to pay federal income taxes

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on the net distributive share of income, losses, deductions and credits that have passed through to the Members. For purposes of determining the amount of the distribution, each Members is assumed to be taxable at the highest marginal tax rates applicable to married individuals filing a joint tax return and to fully utilize any losses, deductions, and credits passed through under IRC §1366.
The Managers may, in their sole discretion, authorize the distribution of dividends in excess of the minimum amount required by this section.

ARTICLE V
LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1 Limitation of Liability. No Member shall have personal liability for the losses, debts, claims, expenses or encumbrances of or against the Company or its property, unless the Member has individually guaranteed repayment of a Company obligation. The Members shall not be personally liable to the Company for monetary damages for conduct performed as a Member if the Member acted in a manner reasonably believed to be within the scope of the authority granted to her and in the best interest of the Company; provided that such act or omission did not constitute fraud, intentional misconduct, bad faith, gross negligence, or a knowing violation of law, or from which such Member personally received a benefit in money, property, or services to which such Member is not legally entitled. Any amendment to or repeal of this section shall not adversely affect any right or protection of a Member of the Company for or with respect to any acts or omissions of such Member occurring prior to such amendment or repeal.

5.2 Indemnification. The Company shall indemnify and hold harmless any Member or Manager acting on behalf of the Company, to the fullest extent allowed by the Act including, without limitation, all expenses (including attorneys' fees), costs, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person; provided that such act or omission did not constitute fraud, intentional misconduct, bad faith, gross negligence, or a knowing violation of law, or from which such Member or Manager personally received a benefit in money, property, or services to which such Member or Manager is not legally entitled. All expenses (including attorneys' fees), costs, judgments, fines and amounts paid in settlement of any action, suit or proceeding shall be paid by the Company as they are incurred by any Member or Manager in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Member or Manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Company. The provisions of this section do not affect any rights to advancement of expenses to which personnel of the Company, other than Members and Manager, or any other person may be entitled under any contract or otherwise by law.

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5.3 Exculpation of Managers. So long as a Manager acts in accordance with the duty of care requited by the Act, the Manager shall not be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, for any other act or thing that the Manager may do or refrain from doing in connection with the business and affairs of the Company or for any act or omission performed or omitted, except for willful misconduct or gross negligence or breach of the duty of care, and further except for breaches of contractual obligations or agreements between the Manager and the Company.

ARTICLE VI
TRANSFER OF INTEREST AND WITHDRAWAL OF MEMBER

6.1 Restrictions on Transfers. Except as specifically provided in this Agreement, a Member shall not transfer, including, but not limited to, the sale of, assignment, pledge, or encumbering of, all or any portion of his or her interest in the Company. Any purported transfer not in compliance with the provisions of this Agreement shall be null and void and of no force or effect. Each Member agrees that these provisions are specifically enforceable and agrees to indemnify the Company and each member from all costs, liabilities, attorney's fees or damages resulting from an attempted transfer in violation of this Agreement.

6.2 Sale or Transfer to Current Member. A Member may transfer (including by sale or gift) shares to an existing Member freely at any time.

6.3 Sale to A Third Party After Right of First Refusal. A Member may transfer all or part of his or her membership interest in the Company to a third party only in accordance with this section. First, a Member must receive a "bona fide offer" for the Member's interest. A "bona fide offer" is a legally binding written offer from a third party to purchase all or a portion of a Member's membership interest in the Company, accompanied by written evidence of the third party's financial ability to purchase the membership interest on the terms in the offer. Upon receiving a bona fide offer, the Member must notify all other Members in writing, including providing a copy of the offer. The Member with the largest membership interest in the Company will first have the opportunity to purchase the membership interest on the same terms as are in the offer. If the Member with the largest membership interest declines, the Member with the next largest membership interest will have the opportunity to purchase the membership interest on the terms in the offer, and so on until all Members have been offered and declined the opportunity to purchase the membership interest. In that case, the Member may sell the membership interest to the third party who first made the bona fide offer on the terms in the bona fide offer.

All communication regarding this process, including communications making, declining, or accepting the right of first refusal must be in writing and sent to all Members.

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If any Member fails to accept the opportunity to purchase the shares within thirty days of being offered it in writing, the opportunity is declined.

6.4. Buy-Out By the Company Upon Certain Events. This section will be triggered if any of the following occur: (i) a Member declares bankruptcy, (ii) a Member's Membership interest is subject to execution to satisfy a judgment, (iii) a Members' Membership interest is subject to transfer pursuant to a division of property in divorce, (iv) a Member dies without designating a beneficiary under Section 6.6 below, (v) a Member's membership interest is subject to transfer by involuntary operation of law for any other reason or (iv) a Member breaches this agreement and fails to cure the breach within thirty days of notice. Operation of this section does not limit, and is not in lieu of, any other legal or equitable claims the Company or Members may have against the Member to be bought out.

If this section is triggered, the Member (or the Member's personal representative or trustee) must immediately give written notice to the Managers and the Managers will give written notice to all Members. The Company will then have sixty days in which to exercise the option to redeem the shareholder's shares, which decision shall be made in the discretion of the Managers. The Managers must give notice of the intent to redeem to the Member (or personal representative or trustee) in writing.

The redemption price will be the fair market value of the membership interest being redeemed as of the last day of the calendar month in which the triggering event occurred, as determined by an independent appraiser selected by the Company. Any required tax or income distributions that have not been made by the valuation date and that relate to the Company's net income through the valuation date will be treated as a liability. This appraisal may occur before or after the Company exercises the option to redeem the shares, but shall be binding on the parties even it occurs after the Company exercises the option.

If the Company does not have sufficient cash on hand (in excess of operating capital and a reasonable reserve) to pay cash for redeemed shares, the Company may purchase the membership interest by executing a promissory note for a term not more than five years and at an interest rate equal the rate offered by the Company's primary bank for commercial loans on the date of the purchase. The promissory note may be secured only by pledge of the membership interest.

If the Company does not redeem the membership interest, the other Members will have the right to purchase the membership interest. The process will work in the same way as the right of first refusal in Section 6.3 above, except that the purchase price will be the value established by the appraiser.

If the Members do not purchase the membership interest, it may be transferred according to law.

6.5 Transfer upon Death. Members may designate an immediate family member (spouse, child, sibling or parent) as a beneficiary of his or her membership interest in the Company pursuant to AS 13.33.301-.310. In case of the Member's death, the Member's membership interest will transfer automatically to the designated beneficiary

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pursuant to Alaska law, provided that the designated beneficiary signs a counterpart to this Agreement. Designation can be made by upon signing this Operating Agreement, below, and can be changed at any time by providing written notice to the Company.

ARTICLE VII
DISSOLUTION AND WINDING UP

7.1 Events of Dissolution. The Company shall dissolve and commence winding up and liquidating the Company's assets upon the occurrence of any of the following events ("liquidating event"):

(a) A unanimous written decision by the Members and Managers to dissolve or wind up the Company; or
(b) The happening of an event that makes it impossible or unlawful for the Company to carry on its business.

7.2 Winding Up. Upon the happening of a liquidating event, the Company shall conduct no business or engage in any activity that is not necessary or appropriate to winding up its business and liquidating the Company, and shall proceed promptly to wind up its affairs in an orderly manner, to liquidate its assets, to satisfy the claims of its creditors and Members, and to distribute its remaining assets to the Members. The Managers shall supervise the winding up and liquidation and shall dispose of the Company's property as promptly as is consistent with obtaining its fair market value. The proceeds of the disposition of the property and the other assets of the Company shall be applied in the following order of priority:

(a) To the payment, in order of priority, of all Company debts to creditors other than the Members;
(b) To the payment, in the order of priority, and thereafter pro rata, of the debts of the Company owed to its Members; and
(c) Any balance to the Members pro rata in accordance with the balances in their capital accounts.

7.3 Members' Rights. Except as otherwise specifically provided in this Agreement, each Member has the right to look only to the Company's assets for a return of their capital contribution, has no right to receive anything other than money in a distribution from the Company, and has no priority over any other Member with respect to distributions, allocations, or the return of capital contributions.

7.4 Notice of Dissolution. Within thirty (30) days of the happening of a liquidating event, the Managers shall give written notice to all creditors of the Company, to the banks and other financial institutions with which the Company normally does business, and to all other parties with whom the Company regularly conducts business. The

Managers may also publish notice of dissolution in a newspaper of general circulation in each place in which the Company generally conducts business pursuant to Alaska Stat. § 10.50.440.

7.5 Filing of Articles of Dissolution. If the Company is dissolved, Articles of Dissolution may be filed with the State of Alaska as provided for in the Act.

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ARTICLE VIII
MISCELLANEOUS

8.1. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed received by the party to whom addressed when delivered to such party, or when posted if sent by certified mail with postage prepaid, or three business days after posting in the regular United States mail, in each case directed to the party for whom intended at the address of such party then on file with the Company.

8.2 Binding Effect. This Agreement shall be binding upon the estate, legal representative, heirs, devisees, successors, and assigns of the Members and Managers.

8.3 Not for Benefit of Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or of any Member.

8.4 Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

8.5 Amendment. Amendments to this Agreement shall only be made by a writing signed by all of the Members.

8.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

8.7 Waiver of Partition. Each Member agrees that irreparable damage would be done to the Company if any Member brought an action in court to dissolve the Company. Therefore, each Member agrees not to, either directly or indirectly, take any action to require partition of the Company or of any of the assets or properties of the Company. The Members accept the provisions of this Agreement as the sole source of entitlement on termination, dissolution or liquidation of the Company and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or other liquidation with respect to his or her Interest, in or with respect to, any assets or properties of the Company.

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8.10 Non-Waiver. The failure of any Member to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance in the future. No consent or waiver, expressed or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

IN WITNESS WHEREOF, the Members have signed this Agreement effective as of the day first above written.

_____
Michael Healy

Transfer on Death to _____ (_____)

_____
Dylan Healy

Transfer on Death to _____ (_____)

Alaska Business License # **2185730**

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

BoomTown Buds

PO Box 946, Skagway, AK 99840-0946

owned by

Francis, LLC

is licensed by the department to conduct business for the period

September 6, 2023 to December 31, 2023
for the following line(s) of business:

44-45 - Retail Trade

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner

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OCT 23 2023

BoomTown Buds
PO Box 946
Skagway, AK 99840-0946

AK Entity #: 10244721
Date Filed: 09/05/2023
State of Alaska, DCCED

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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-9/5/2023 10:52:58 AM

1 - Entity Name

Legal Name: Francis, LLC

2 - Purpose

Retail

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3 - NAICS Code

459999 - ALL OTHER MISCELLANEOUS RETAILERS

4 - Registered Agent

Name: Michael Healy

Mailing Address: PO Box 316, Skagway, AK 99840-0316

Physical Address: 410 Shotgun Alley, Skagway, AK 99840

5 - Entity Addresses

Mailing Address: PO Box 946, Skagway, AK 99840-0946

Physical Address: 200 4th Ave, Skagway, AK 99840

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Michael Healy			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: Michael Healy

Alaska Entity #10244721

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

Francis, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **September 5, 2023**.

Julie Sande
Commissioner

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