AK Entity #: 10036394
Date Filed: 06/14/2016
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-6/14/2016 5:54:25 PM

Entity Name: Good LLC
Entity Number: 10036394
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Christian Hood
Physical Address: 2101 CHARLIJO LOOP, FAIRBANKS, AK 99709
Mailing Address: PO BOX 83091, FAIRBANKS, AK 99708

Entity Physical Address: 356 OLD STEESE HWY, FAIRBANKS, AK 99701

Entity Mailing Address: 356 OLD STEESE HWY, FAIRBANKS, AK 99701

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
Linda Lewis	2535 Allen Adale Rd, Fairbanks, AK 99709	15	Member
Christian Hood, I	2101 Charlijo Lp, Fairbanks, AK 99709	85	Manager, Member

NAICS Code: 111422 - FLORICULTURE PRODUCTION

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: Christian Hood

Alaska Entity #10036394

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

Good LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 03, 2016**.

Chris Hladick
Commissioner

Alaska Business License # **1033300**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

GOOD LLC

356 OLD STEESE HWY FAIRBANKS AK 99701

owned by

GOOD LLC

is licensed by the department to conduct business for the period

February 16, 2017 through December 31, 2018
for the following line 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.

Chris Hladick

AK Entity #: 10036394
Date Filed: 03/03/2016
State of Alaska, DCCED

THE STATE
of ALASKA

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Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
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Articles of Organization

Domestic Limited Liability Company

Web-3/3/2016 9:33:25 AM

1 - Entity Name

Legal Name: Good LLC

2 - Purpose

Cultivation, manufacturing and retail sales of cannabis.

3 - NAICS Code

111422 - FLORICULTURE PRODUCTION

4 - Registered Agent

Name: Christian Hood
Mailing Address: PO BOX 83091, Fairbanks, AK 99708
Physical Address: 2101 Charlijo Loop, Fairbanks, AK 99709

5 - Entity Addresses

Mailing Address: 356 Old Steese Hwy, Fairbanks, AK 99701
Physical Address: 356 Old Steese Hwy, Fairbanks, AK 99701

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Christian Hood			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: Christian Hood

OPERATING AGREEMENT

The following document is the operating agreement of:

Good, LLC

Hereafter referred to in this document as "The Company."

The Company was formed on March 3, 2016, when articles of organization were filed with the state of Alaska. A copy of this document has been placed in The Company record book. All members of The Company hereby agree with its provisions. The Company will be managed by its member(s).

GENERAL PROVISIONS

Ownership Percentage—A member's ownership interest in The Company shall be calculated as a percentage based on the member's contribution. A member's "ownership percentage" shall be calculated as follows: the member's capital contribution divided by total contributed capital shown on the books of The Company. Transfer of a member's ownership of The Company, or a change in the member's ownership percentage in The Company may only take place upon approval of a majority of the members.

Voting—Each member shall be entitled to vote on matters affecting The Company at a meeting held to discuss such matters. A member's voting "power" shall be equal to the member's ownership percentage.

Compensation—Members will not be paid for their time in managing The Company. Members may, however, receive compensation in the form of salaries, bonuses, or any other gratuity allowed by law for services rendered to The Company as an employee, officer, or independent contractor. Also, members may be reimbursed for reasonable expenses incurred on behalf of The Company as evidenced by proper receipts.

Other Business Interests—A member may not own or be involved in any way with an activity or entity that competes with The Company, or otherwise might diminish the earning potential of The Company without the prior written approval of all members.

Meetings—At this time, The Company does not have scheduled meetings, but it may provide for such scheduled meetings upon the approval of a majority of members. A special meeting may be requested by a member at any time either verbally or in writing. The member making this call for a meeting shall provide a proposed date and time for the meeting. Agreement to have a meeting can be expressed by the members either verbally or in writing. If any member can not attend the meeting, then the member(s) unable to attend shall propose an alternative date and time for the meeting.

If all the members cannot attend the proposed meeting, then it shall be postponed until all members can attend. A requested meeting may not be postponed for more than six months. A meeting of The Company may be held without all members in attendance if the member(s) unable to attend provide in writing their approval of the meeting.

Minutes of all meetings shall be taken and a copy provided to all members. A copy shall also be placed in the Company minute book.

Membership Certificates—The Company shall provide membership certificates to each member, a sample of which shall be attached to this agreement. Each membership certificate shall be sequentially numbered and reflect the member's ownership percentage. It shall also bear the name of The Company and the name of the member. It shall be signed and dated by The Company's duly appointed secretary as provided in this agreement.

FINANCIAL PROVISIONS

Tax Classification—The members intend for The Company to be taxed as a Partnership. Officers are hereby granted authority to do whatever necessary to retain Partnership tax status with State and Federal agencies.

Accounting—The Company shall have a tax year beginning January 1 and ending December 31 of each year. Accordingly, The Company shall be known as a calendar year taxpayer. The books of the Company shall be maintained on a cash basis.

Tax Matters Partner—The Company shall appoint a representative to handle tax and accounting matters. This person shall be the Secretary of The Company, and if the Secretary is unable to act in this position, then the President shall act instead.

Banking—The President and/or Secretary of The Company shall establish bank account(s) with a bank that meets the approval of all members. The President and Secretary shall sign on the account and have the authority to draft funds from said accounts for payment of company obligations. No officer of The Company shall have the authority to borrow money or obtain lines of credit without express written approval of all members. This does not, however, apply to credit accounts opened with suppliers. The officers may obtain credit from suppliers in due course of operating the business. Bank statements shall be available to all members at any time upon their request either verbally or in writing.

Property—Title to all property purchased or leased for The Company shall be titled in the name of The Company. Officers are hereby granted authority to lease equipment on behalf of The Company in due course of business.

Capital Contributions—In consideration for their percentage ownership in The Company, members shall contribute either cash, property, or services to The Company.

Cash received shall be deposited in The Company's bank account and no interest shall be paid on the amount. Title to any property given shall be transferred to The Company. Below is an accounting of consideration given by the members in exchange for their ownership in The Company.

Members may decide occasionally that additional capital must be contributed to The Company. This decision shall be made at a meeting of the members with all members in attendance. Since any change in the capital accounts will result in a change in the ownership percentage, the decision must be unanimous.

Capital Withdrawals—Members are not allowed to withdraw their capital contributions without written approval of all members. Members will not be able to "Draw" against their capital contributions without written approval of all members. Loans to members may be approved from time to time as circumstances arise. Loans must be approved by all members.

Distributions—From time to time distributions may be made from profits, sale of equipment, or other sources. Before payment, distributions shall be approved by all members and shall be paid to each member in proportion to their ownership percentage. In the event that The Company ceases operations, distributions of cash and property shall be made to the members after all creditors and suppliers are paid. Such a distribution shall be made to the members in proportion to their own percentage.

OWNERSHIP

Changes in Ownership—A member can withdraw from The Company at any time. The member wanting to withdraw must give written notice to the other members 60 days prior to the date of withdrawal.

Transfer of Membership—A member may not transfer, sell, assign, offer as collateral, or pledge his/her ownership in The Company without prior written approval of the other members. This transfer restriction also applies to the members voting rights.

DISSOLUTION

The Company shall be dissolved upon any of the following events:

- Death or other event that prevents a member from participating in the operation of The Company. In this event, the remaining members may vote not to dissolve The Company within 90 days. If the remaining members agree unanimously, The Company shall continue and not dissolve.
- Agreement of all members to dissolve The Company

OTHER PROVISIONS

Officers—Members may agree to appoint one or more officers to be responsible for representing The Company in its due course of business. It is agreed to appoint at least a President and a Secretary. Other offices and officers may be appointed as the need arises or at the pleasure of the members. Officers may be compensated for services rendered in their prospective positions. This compensation may be in addition to any other compensation received from The Company.

The following members shall be officers of the Company:

Christian Hood

Linda Lewis

Company Records—The Company Secretary must maintain all records for The Company that are required by law. This may include but not be limited to a list of all members including their addresses and ownership percentage, records of ownership transfers, minutes of all member meetings, bank statements and accounting records. These records are to be kept at the principal office of The Company and may be reviewed by any member by giving at least one day's notice to The Company's Secretary.

Authority—Officers of the Company and or any member of The Company has authority to transact any business or enter into any transaction or carry out any act to complete the formation of the Company or further its financial interest in the due course of business with one exception: No member has authority to obtain loans, lines of credit or commit The Company to any bank or lending institution without prior written approval of all members.

Disputes—In the event of a dispute between the members regarding this operating agreement or any matter regarding The Company, the dispute shall be settled by arbitration according to the rules of the American Arbitration Association. The arbitration or mediation service hearing the dispute shall be agreed upon by the members before proceeding. The cost of the arbitration/mediation shall be borne by The Company.

If the dispute cannot be settled by arbitration, the matter may go before a court with jurisdiction in such matters. If the matter goes before a court, then the members individually shall bear the cost of the proceedings. The prevailing party may seek reimbursement of expenses related to the proceedings.

Changes—This document is the only agreement between the members of The Company and replaces any verbal or written agreement between members. It cannot be

replaced, amended or altered in any way without the approval of the members of The Company that adopted and approved the agreement being replaced or amended. If any provision of this agreement is determined to be legally unenforceable, then that provision only shall be stricken from the agreement, leaving the remainder of the agreement in force.

As evidenced by their signatures below, the members hereby adopt this agreement in its entirety and agree to be bound by its terms. The signatures need not be notarized.

Date June 9th 2016

Signatures of all officers: