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

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Goldstream Grown, LLC

Entity Type: Limited Liability Company

Entity #: 10081414

Status: Good Standing

AK Formed Date: 3/30/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: 3875 GEIST RD STE E #272, FAIRBANKS, AK 99709

Entity Physical Address: 1300 WASHINGTON DR, STE 201, 1300 WASHINGTON DR, STE 201, FAIRBANKS, AK 99709

Registered Agent

Agent Name: Carolyn Dobbs

Registered Mailing Address: 3875 GEIST RD STE E #272, FAIRBANKS, AK 99709

Registered Physical Address: 1860 STEESE HWY, FAIRBANKS, AK 99712

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Carolyn Dobbs	Member	100

Filed Documents

Date Filed	Type	Filing	Certificate
3/30/2018	Creation Filing	Click to View	Click to View
3/30/2018	Initial Report	Click to View	

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Alaska Business License # **1082714**

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

GOLDSTREAM CANNABIS ANNEX

3875 GEIST RD STE E #272 FAIRBANKS AK 99709

owned by

GOLDSTREAM GROWN, LLC

is licensed by the department to conduct business for the period

October 08, 2018 through December 31, 2020
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.

Mike Navarre

Received by AMCO 11.15.18

LICENSE # 19473

Alaska Entity #10081414

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

Goldstream Grown, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 30, 2018**.

Mike Navarre
Commissioner

Received by AMCO 11.15.18

LICENSE # 19473

Department of Commerce, Community, and Economic Development
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Show Former

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Received by AMCO 11.15.18

LICENSE # 19473

	Carolyn Dobbs	Member	100

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Received by AMCO 11.15.18

LICENSE # 19473

State of Alaska
Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

DO NOT STAMP ABOVE THIS BOX

Office Use Only **CORP**

ARTICLES OF ORGANIZATION
Domestic Limited Liability Company
AS 10.50.075

☑ **$250.00 Filing Fee**

Pursuant to Alaska Statutes 10.50.075, the undersigned company applies for a Certificate of Organization and, for that purpose, submits the following articles:

Operating Agreement: An operating agreement is not required to be filed with this office; operating agreements are to be maintained by the entity. If you include your operating agreement, it will be returned without being filed for record.

ARTICLE 1: Name of the limited liability company must contain the words "limited liability company" or the abbreviation of "L.L.C" or "LLC."

Goldstream Grown, LLC

ARTICLE 2: Indicate the purpose for which the company is organized (may include "any lawful") and, the 6 digit NAICS Industry Grouping Code that most clearly describes the initial activities of the company:

Purpose: Any Lawful	NAICS code:	1	1	1	9	9	8

ARTICLE 3: Registered agent name and address (must include a physical and mailing address in Alaska):

Name: Carolyn Dobbs			
Physical address: 1860 Steese Hwy	City: Fairbanks	AK	Zip Code: 99712
Mailing address: 3875 Geist Rd Ste E #272	City: Fairbanks	AK	Zip Code: 99709

ARTICLE 4: Management.

☑ The limited liability company is managed by its members.
☐ The limited liability company is managed by a manager.

ARTICLE 5: **Optional Provisions and Additional Articles**
Attach additional pages for continuation of optional provisions and/or additional articles. Please indicate which article you are continuing and/or insert any desired additional provisions authorized by Alaska Statutes. Additional articles should be a continuation of the numbering as it appears on this form.

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Organizers: The printed name and signature of one or more organizer shall sign the Articles of Organization.

Signature of Organizer	Printed name of Organizer	Date
	Carolyn Dobbs	03/30/2018

Attach an additional sheet if necessary.

NOTE: Persons who sign documents filed with the commissioner that are known to the person to be false in material respects, is guilty of a class A misdemeanor.

Mail the Articles of Organization and the $250.00 filing fee in U.S. dollars to:
State of Alaska Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received. To file your application online for immediate processing, visit our website at: www.commerce.alaska.gov/occ.

INITIAL REPORT: After filing your Articles of Organization, visit the Corporations Section at on our website, select Online Filing, and file the initial report for this entity.

License 19473

Received by AMCO 11.15.18

OPERATING AGREEMENT

The following document is the operating agreement of:

Goldstream Grown, LLC

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

The Company was formed on March 30, 2018 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.

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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.

FINANCIAL PROVISIONS

Tax Classification—The members intend for The Company to be taxed as a S Corporation. Officers are hereby granted authority to do whatever necessary to retain "S Corporation" 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.

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.

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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:

Manager: Carolyn Dobbs

Member: Carolyn Dobbs

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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 03/30/2018

Signatures of all officers:

AMCO Received 3/27/2019

Signature Certificate

Document Reference: BJTKHUIUWK5V5ZY8GDH8M2

RightSignature
Easy Online Document Signing

Carolyn Dobbs
Party ID: ZTRTKMJS95X5ER4V63D2N7
IP Address: 216.67.19.19
VERIFIED EMAIL: gvpf907@gmail.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum 0d053dd3a54520c0fb3a508818222b357d28ba47

Timestamp	Audit
2018-03-30 13:08:01 -0700	All parties have signed document. Signed copies sent to: Carolyn Dobbs and Hayden Nilson.
2018-03-30 13:08:00 -0700	Document signed by Carolyn Dobbs (gvpf907@gmail.com) with drawn signature. - 216.67.19.19
2018-03-29 21:09:04 -0700	Document viewed by Carolyn Dobbs (gvpf907@gmail.com). - 216.67.19.19
2018-03-29 16:40:52 -0700	Document created by Hayden Nilson (hayden@rwcpaak.com). - 208.82.213.208

This signature page provides a record of the online activity executing this contract.

AMCO Received 3/27/2019