Date Filed: 10/31/2023
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-10/31/2023 10:43:50 AM

1 - Entity Name

Legal Name: Flower Mountain LLC

2 - Purpose

The purpose for which this LLC is formed is for any and all lawful purposes and business activities permitted by limited liability companies according to the laws in the state of Alaska.

3 - NAICS Code

459991 - TOBACCO, ELECTRONIC CIGARETTE, AND OTHER SMOKING SUPPLIES RETAILERS

4 - Registered Agent

Name: Ethan Julian

Mailing Address: PO Box 1337, Haines, AK 99827-1321

Physical Address: 64 Anway Rd, Haines, AK 99827-1321

5 - Entity Addresses

Mailing Address: PO 1337, Haines, AK 99827-1321

Physical Address: 64 Anway Rd , Haines , AK 99827-1321

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Ethan Julian			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: Ethan Julian

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Domestic Limited Liability Company

Initial Biennial Report

Entity Name: Flower Mountain LLC

Entity Number: 10249819

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 64 ANWAY RD , HAINES , AK 99827-1321

Mailing Address: PO 1337, HAINES, AK 99827-1321

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: Ethan Julian

Physical Address: 64 ANWAY RD, HAINES, AK 99827-1321

Mailing Address: PO BOX 1337, HAINES, AK 99827-1321

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
Ethan Julian	PO Box 1337, Haines, AK 99827	21.25	X
Kelsey Gay	PO Box 1337, Haines, AK 99827	21.25	X
Emily Julian	PO Box 1538, Haines, AK 99827	21.25	X
Joel Stuk	PO Box 1538, Haines, AK 99827	21.25	X
Carol Waldo	PO Box 274, Haines, AK 99827	15	X

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

NAICS Code: 459991 - TOBACCO, ELECTRONIC CIGARETTE, AND OTHER SMOKING SUPPLIES 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

AK Entity #: 10249819
Date Filed: 01/29/2024
State of Alaska, DCCED

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Department of Commerce, Con
Division of Corporations, Business and Professional Licensing

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MO 25 MPQ

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: Flower Mountain LLC

Alaska Entity Number: 10249819

K4272684

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:

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Name: Carol Waldo 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
Kenneth Waldo	PO Box 274 Haines AK 99827	15	x	
Ethan Julian	PO Box 1337 Haines AK 99827	21.25	x	
Kelsey Gay	PO Box 1337 Haines AK 99827	21.25	x	
Emily Julian	PO Box 1538 Haines AK 99827	21.25	x	
Joel Stuk	PO Box 1538 Haines AK 99827	21.25	x	

→ 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: 1-16-24

Printed Name: Ethan Julian

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.

Alaska Business License # **2188641**

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

Flower Mountain

PO Box 1337 , Haines, AK 99827

owned by

Flower Mountain LLC

is licensed by the department to conduct business for the period

November 9, 2023 to December 31, 2025
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

AMCO Received 4.1.24

Alaska Business License # **2188641**

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

Flower Mountain

PO Box 1337 , Haines, AK 99827

owned by

Flower Mountain LLC

ENDORSEMENT: 2188641 - 1
Effective November 9, 2023 through December 31, 2025
This business license has an endorsement for the physical address shown below:

842 Main Street, Haines, AK 99827

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

AMCO Received 4-1-24

LLC Operating Agreement

This LLC Operating Agreement ("Agreement") is entered into on June 7, 2024.
The members in this Agreement are as follows:

Member Name: Ethan Julian
Address: PO Box 1337 Haines, AK 99827

Member Name: Kelsey Gay
Address: PO Box 1337 Haines, AK 99827

Member Name: Emily Julian
Address: PO Box 1538 Haines, AK 99827

Member Name: Joel Stuk
Address: PO Box 1538 Haines, AK 99827

Member Name: Kenneth Waldo
Address: PO Box 274 Haines, AK 99827

Above individuals are referred to herein individually as "Member" and together as "Members."

Recitals

This company will be known as Flower Mountain LLC with a formation date of 06/07/2024
The Company's primary place of business will be Haines, Alaska.
The Company will be governed under the laws of the state of Alaska.
The Company's primary purpose is to produce and sell marijuana and marijuana products.

Agreement

Now, therefore, in consideration of the respective covenants and agreements contained in this Agreement, Members agree as follows:

1. **INTEREST AND AUTHORITY**
   a. The Members ownership interest in the Company will be as follows:

Ethan Julian	: 21.25%
Kelsey Gay	: 21.25%
Emily Julian	: 21.25 %
Joel Stuk	: 21.25%
Kenneth Waldo	: 15%

   b. All Members will have voting powers in relation to their ownership interest in the company. No member is authorized to act on their own in obtaining contracts, financial, or other obligation on the Company. Decisions will be based on a interest majority vote.

2. **REGISTERED AGENT**
   a. Ethan Julian is currently listed as the Registered Agent.

   b. The Registered Agent may be appointed to another member or a third party agency.

3. PROFIT AND LOSSES

a. Allocations are made in proportion of each members percentage of ownership interest.

b. The profits will be accounted by the Company and distributed on a quarterly basis on the 15th of the following month after the expenses of the Company have been paid. Members can unanimously vote to not take a distribution and allow the profits to remain in the Company with the understanding that all profits and losses will be distributed upon the end of the calendar year for tax purposes.

4. MEMBER ROLLS AND REQUIREMENTS

a. Members shall devote their best efforts and energy working to achieve the business objectives and financial goals of the Company.

b. Members shall not be paid as members of the company for performing any duties associated with such membership. Members may be paid for any services rendered in any other capacity for the Company, whether as officers, employees, independent contractors or otherwise.

c. Members must meet all requirements to hold a marijuana establishment license in the state of Alaska, including eligibility for the Permanent Fund Dividend.

d. An annual meeting will be held within 30 days of notice to all Members.

5. ACCOUNTING AND TAXATION

a. All accounts related to the Company including the contributions and distributions of accounts will be audited on a quarterly basis or upon a majority vote of the Members.

b. All Members agree to maintain a joint account related to the Company. The Company will keep accurate and complete books or account for all accounts related to the Company. Any Member, whether majority or minority, will be allowed to review all books of account at any time they request. Such requests should be honored within 10 business days.

c. Each member will be responsible for his or her own taxes owed from their interest in the company.

d. Accounting records will be kept on a accrual basis.

e. The fiscal year will be complete on the last day of December of each year. The Company shall prepare all Federal, state, and local income tax and information returns for the Company and shall cause such tax and information returns to be timely filed. All Members will receive all necessary tax documents by February 15 of the following year.

6. BOOKKEEPING

a. The Company's books are kept on a calendar year. At the end of the year, the books are closed and statement for each member is prepared.

b. Members must be responsible for keeping their own financial records including capital and distribution accounts.

7. MANAGEMENT

a. The Company will be Member-managed.

8. NEW MEMBERS

a. The Company will amend this Agreement to include new members upon the written and unanimous vote of all members.

9. WITHDRAWAL, DEATH OR DISABILITY

a. The Members hereby reserve the right to withdrawal from the Company at any time. Should a member withdraw from the Company because of choice, death, or permanent disability that prevents said Member from performing their duties under this Agreement, the individual Member will have the option to sell their shares to the other Members or transfer membership to another person.

b. Should the Members agree to buy out the shares, the shares will be bought in equal amounts. Only upon the Members' unanimous agreement with outside firm's valuation of the shares considered final. The Members shall have 30 business days to decide if they want to buy and secure the funds for purchasing the shares.

c. 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 spilt equally among those Members wishing to purchase the shares. Said Members shall have 30 business days to decide if they want to buy and secure the funds for purchasing the shares.

d. Should all Members agree by unanimous vote, the Company may choose to allow a non-member to buy the shares thereby replacing the previous Member.

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

f. All transfers of financial interest must be disclosed to the Alaska Alcohol and Marijuana Control Board in adherence to the law.

10. DISSOLUTION

a. Should the Company be dissolved by unanimous vote, the Company will be liquidated, and the debts will be paid. All remaining funds after the debts have been paid will be distributed within 15 business days based on the percentage of ownership interest outlined in this Agreement.

11. COMPENSATION OF SERVICE AND EXPENSES THE LLC OWES MEMBERS

a. The Company may owe members for out-of-pocket expenses and provide compensation.

b. Valuation of service must be unanimously agreed upon.

c. Documentation such as receipts, invoices, or financial statements should be submitted for accounting of debts paid to members.

12. AMENDMENTS

a. Amendments to this Agreement may be made upon the unanimous and written consent of all Members. Said Amendments must be in writing and signed by all Members.

b. All amendments, notices, requests, claims, demands, and other communications between the Members shall be in writing and provided to all Members.

13. DISPUTE RESOLUTION

a. The Members will attempt to resolve any dispute arising out of or relating to the Company or this Agreement through friendly negotiations. If the matter is not resolved by negotiation, the Members will resolve the dispute as follows:
Any controversies or disputes arising out of or relating to this Agreement by any Member will be submitted to mediation in accordance with any statutory rules of mediation in the state of Alaska.

b. If mediation is not successful in resolving the matter the entire dispute or the unresolved issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

c. Venue for mediation and arbitration will be in the defendant Members jurisdiction. If there are multiple defendant Members, the defendant Members will agree on venue. Venue must be provided to the plaintiff Member within 10 business days otherwise venue will be at the discretion of the plaintiff Member.

SIGNATURES

members agree to abide by the terms of the agreement

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed as of the Effective Date first written above.

Print	Sign	Date
Kenneth E Walb	Kenneth E Walb	06/07-24
Ethan Julian		06-07-24
Kelsey Gay	Kelsey Gay	06-07-24
Emily Julian		6-7-24
Joel Stuk		6-7-24