

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

vanGreen's LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **December 13, 2017**.

A handwritten signature in cursive script that reads "Mike Navarre".

Mike Navarre
Commissioner



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

Articles of Organization

Domestic Limited Liability Company

Web-12/13/2017 4:41:45 PM

1 - Entity Name

Legal Name: vanGreen's LLC

2 - Purpose

Small Crop Agricultural Farming

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Anna Cleaver

Mailing Address: 100 Bahovec Court, Sitka, AK 99835

Physical Address: 100 Bahovec Court, Sitka, AK 99835

5 - Entity Addresses

Mailing Address: 107 Somer Drive, Sitka, AK 99835

Physical Address: 107 Somer Drive, Sitka, AK 99835

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Anna Cleaver			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: Anna Cleaver



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 of ALASKA

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Domestic Limited Liability Company

2021 Biennial Report

For the period ending December 31, 2020

Web-11/3/2020 11:34:53 AM

Due Date: This report along with its fees are due by January 2, 2021

Fees: If postmarked before February 2, 2021, the fee is \$100.00.
 If postmarked on or after February 2, 2021 then this report is delinquent and the fee is \$137.50.

Entity Name: vanGreen's LLC

Entity Number: 10073693

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 224 SMITH ST #D, SITKA, AK 99835

Mailing Address: 224 Smith Street, Unit E, SITKA, AK 99835

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: Eric vanVeen

Physical Address: 224 SMITH ST UNIT E, SITKA, AK 99835

Mailing Address: 224 SMITH ST UNIT E, SITKA, AK 99835

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
Eric vanVeen	224 SMITH ST #E, SITKA, AK 99835	74.71	X
Bae Olney-Miller	505 O'CAIN ST, SITKA, AK 99835	12.08	X
Lewis Schumejda III	PO BOX 2182, SITKA, AK 99835	6.04	X
BRIAN BLANKENSHIP	2166 HALIBUT PT RD, SITKA, AK 99835	7.16	X

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

Purpose: Small Crop Agricultural Farming

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: Jana Weltzin



THE STATE
of **AL**



Department of Commerce, Community and Economic Development
Division of Corporations, Business and Professional Licensing

COR

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

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Juneau

NOV 05 2020

CBPL

✓ 25 48

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
<p>Each Domestic Limited Liability Company is required to notify this office when there is a change of officials. — AS 10.50.765</p> <p>Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.</p> <p>The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes. — AS 10.50.860-.870</p>	

2. Fee:	<input checked="" type="checkbox"/> \$25 Nonrefundable Filing Fee (CORF)	3 AAC 16.065(b)
<p>Mall 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.</p>		

3. Entity Information:	AS 10.50.765
Entity Name:	vanGreen's LLC
Alaska Entity Number:	10073693

4. REMOVE from Record: AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be ~~completely removed from the record~~ **RECEIVED** as a result of this filing: Juneau

Name: _____ Name: _____ NOV 05 2020

Name: _____ Name: _____ CBPL

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
Eric vanVeen	224 Smith St., Unit E, Sitka, AK 99835	57.38	x	
Brian L. Blankenship	2166 Halibut Pt. Rd, Sitka, AK 99835	5.5	x	
Darby Ipock	707 B Lake St, Sitka, AK 99835	4.64	x	
Lewis M. Schumejda III	PO Box 2182, Sitka, AK 99835	4.64	x	
Virginia Olney	PO Box 2584, Sitka, AK 99835	9.28	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: 11-3-20

Printed Name: Eric vanVeen

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.

Notice of Change of Officials SUPPLEMENT

If used, this supplement must be returned with Form 08-491

RECEIVED
Juneau

Entity Name: vanGreen's LLC

NOV 05 2020

Alaska Entity Number: 10073693

CBPL

4. REMOVE from Record (continued from Page 2):

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:

Name: _____

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 (continued from Page 2):

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
Bae Olney-Miller	505 O'Cain St, Sitka, AK 99835	9.28	x
Anna M. Cleaver	100 Bahovec Ct., Sitka, AK 99835	9.28	x

If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.

**FIRST AMENDED OPERATING AGREEMENT
OF
VANGREEN'S, LLC**

THIS FIRST AMENDED OPERATING AGREEMENT (“Agreement”) is entered into this 28 day of May, 2020 by Eric vanVeen, a majority interest holder in the Company and Pursuant to Article 6.1 of the original Operating Agreement of the Company. This Agreement amends, modifies, and supersedes any prior Operating Agreement or Partnership Agreement of the Company.

**ARTICLE I
GENERAL PROVISIONS**

1.1 Organization. VanGreen’s, LLC (the “Company”) was formed when the executed Articles of Organization were filed with the Alaska Department of Community and Economic Development, according to the Alaska Revised Limited Liability Act (“Act”), on December 13, 2017, with the filing of Articles of Organization and issuance of a Certificate of Organization by the State of Alaska, both of which are incorporated herein and by this reference made a part of this Agreement, as entity number No. 10073693.

1.2 Name. The name of the Limited Liability Company is VanGreen’s, LLC.

1.3 Principal Place of Business. The principal place of business of the Company shall be located in Sitka, Alaska, or at such other additional places as the members may from time to time determine.

1.4 Purpose. The purpose of the company is to engage in agriculture and related services, do all things appropriate thereto, and to engage in any and all lawful activities that LLCs are allowed to engage in under the Act.

1.5 Property. The property of the Company shall be owned by and in the name of the Company as an entity. The 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. The member shall not have any ownership in any Company property in the member’s individual capacity. The member’s interest in the Company shall be personal property.

1.6 Term. The Company commenced on the date the Articles of Organization were filed with the State of Alaska and shall continue until terminated as provided in this Agreement.

1.7 Members. A Member is any person is admitted as a member of the Company by a majority vote of the Membership.

1.8 Management. The Company shall be Managed by its manager, namely Eric Van Veen.

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ARTICLE II ACCOUNTS

2.1 Member's Interests. The interests of the members in the Company and in the profits and losses of the Company shall be as set forth in **ARTICLE V**.

2.2 Additional Contributions. The members shall make such additional contributions to the capital of the Company at such time and in such amounts as from time to time shall be determined is appropriate by majority vote of the members of the Company. Any such additional capital contributions shall be payable by the members in proportion to their interest in the Company on the date fixed for the making of the contribution.

ARTICLE III OPERATIONS

3.1 Books and Records. The Company books and records shall be maintained at its principal place of business, which accurately represent all transactions of the Company. 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 shall furnish annual financial statements and prepare tax returns in a timely manner.

3.2 Accounting. The Company shall keep its accounting records and shall report its income for income tax purposes on the method of accounting in accordance with the laws, rules and regulations applicable to federal taxation of partnerships.

3.3 Tax Matters Member. The members hereby designate Eric VanVeen as the member who 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.

Eric VanVeen shall be the Partnership Representative (PR) who solely has the power to bind the Company for tax matters, including elect out of Centralized Partnership Audit Regime (CPAR).

3.4 Method of Accounting. The method of accounting of the Company shall be decided upon by the members, and may be changed from time to time as the members deem fit.

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3.5 Overall Management. All decisions with respect to the management and control of the Company shall be made by the Manager of the company.

3.6 Meetings. From time to time, the Manager may declare a meeting to be held in Sitka, Alaska, or in such other place designated by the Manager for the purpose of reviewing the operations of the Company for the next year. Members may attend meetings in person or by telephone. A member may give a proxy to any other Member to vote at a meeting or to execute consent to action in lieu of a meeting. The proxy must be in writing and must specify the matters or the meeting to which it applies and may be limited to a period of time.

3.7 Voting. Each member shall have the right to vote in matters presented to the Members by the Manager, with one vote given to each increment of his or her right to profit & losses as declared in Article V.

ARTICLE IV MEMBERS' ACCOUNTS

4.1 Capital Accounts. An individual capital account shall be maintained for each Member which (a) shall be credited with such Members' (1) allocations to such member of Company profits, and (2) 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) allocation to such Member of Company losses, and (3) the amount of any liabilities such Member assumed by the Company or that are secured by any asset contributed to the Company by such Member. Each Member's separate capital account shall be maintained throughout the term of the Company in accordance with the requirements of Section 704(b) of the Code and any of the Treasury Regulations (the "Regulations") promulgated from time to time thereunder. No Member shall make withdrawals from his capital account without prior approval of the Company.

4.2 Members Not Liable. No member shall have personal liability for the losses, debts, claims, expense 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 arising as a result of his receipt of a distribution in excess of the amount rightfully due him under this agreement.

ARTICLE V PROFITS, LOSSES, DISTRIBUTIONS, AND PAYMENTS

5.1 Profits & Losses. The profits and losses of the Company shall be allocated as follows:

Anna M. Cleaver	9.28%
Bae Olney-Miller	9.28%

Virginia Olney	9.28%
Brian Blankenship	5.5%
Lewis M. Schumejda	4.64%
Darby Ipock	4.64%
Eric VanVeen	57.38%

5.2 Guaranteed Payments. A Member shall be entitled to payments from the Company of the agreed upon rate or payment schedule of the Company as determined by the Manager of the Company.

5.3 Allocations to Reflect Contributed Property and Capital Account Revaluations. In accordance with Section 704(c) of the Code and the Regulations thereunder, taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for Federal income tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property for Federal income tax purposes and its fair market value, as recorded on the books of the Company. As provided in Section 1.704-1(b)(2)(iv)(f) of the Regulations, in the event that the Capital Accounts of the Members are adjusted to reflect the revaluation of Company property on the Company’s books, then subsequent allocations of taxable income, gain, loss and deduction with respect to such property shall take into account any variation between the adjusted basis of such property for Federal income tax purposes and its adjusted fair market value, as recorded on the Company’s books. Allocations under this paragraph shall be made in accordance with Section 1.704-1(b)(4)(i) of the Regulations, and, consequently, shall not be reflected in the Members’ Capital Accounts.

5.4 Varying Partnership Interests during Fiscal Year. In the even there is a change in any Member’s interest in the Company during a fiscal year (e.g., as a result of a valid transfer of all or part of a Member’s interest), net profits and net losses shall be approximately allocated among the Members to take into account the varying interests of the Members so as to comply with Section 706(d) of the Code.

5.5 Regulatory Allocations. Notwithstanding any other provision in this Section 5 to the contrary, in order to comply with the rules set forth in the Regulations for (i) allocations of income, gain, loss and deductions attributable to nonrecourse liabilities, and (ii) partnership allocations where partners are not liable to restore deficit capital accounts, the following rules shall apply:

- (1) “Partner nonrecourse deductions” as described and defined in Section 1.704-2(i)(1) and (2) of the Regulations attributable to a particular “partner nonrecourse liability” (as defined in Section 1.704-2(b)(4); e.g., a Company liability which one or more Members have guaranteed) shall be allocated among the Members in the ratio in which the Members bear the economic risk of loss with respect to such liability;

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(2) Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the minimum gain chargeback rules for nonrecourse liabilities set forth in Sections 1.704-2(f) and 1.704-2(i)(4) of the Regulations; and

(3) Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the qualified income offset provisions set forth in Section 1.704-1(b)(2)(ii)(d) of the Regulations, relating to unexpected deficit capital account balances (after taking into account (i) all capital account adjustments prescribed in Section 1.704-1(b)(2)(ii)(d) of the Regulations and (ii) each Member's share, if any, of the Company's partnership minimum gain and partner nonrecourse minimum gain as provided in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations. Since the allocations set forth in this Section 5.4 (the "Regulatory Allocations") may effect results not consistent with the manner in which the Members intend to divide Company distributions, the Members may divide other allocations of net profits, net losses, and other items among the Members so as to prevent the Regulatory Allocations from distorting the manner in which distributions would be divided among the members but for application of the Regulatory Allocations. The Members may accomplish this result in any reasonable manner that is consistent with Section 704 of the Code and the related Regulations. The Members may agree, by unanimous written consent, to make any election permitted by the Regulations under Section 704 of the Code that may reduce or eliminate any Regulatory Allocation that would otherwise be required.

5.6 Tax Conformity; Reliance on Accountants. The determination of each Member's share of each item of income, gain, loss, deduction or credit of the Company for any period or fiscal year shall, for purposes of Sections 702 and 704 of the Code, be made in accordance with the allocation set forth in this **Article 5**. The Members may rely upon the written opinion of accountant retained by the Company with respect to all matters (including disputes) relating to computations and determinations required to be made under this Section or other provisions of the Agreement.

ARTICLE VI ADMINISTRATIVE PROVISIONS

6.1 Majority Vote. A majority vote shall be the affirmative vote of the members of the Company. No Member may take any of the following actions without a majority vote of the membership interest:

- (a) Borrow or lend money on behalf of the Company;
- (b) Execute any mortgage, bond, pledge of assets, lease, sale or transfer of Company property;
- (c) Assign, transfer, or pledge any debts due by the Company, or release any such debts except on payment in full thereof;

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- (d) Compromise any claim due to the Company or submit to arbitration any dispute or controversy involving the Company;
- (e) Select an option concerning the portion of a payment to a departing member to be made by cash or by a promissory note;
- (f) Purchase real property;
- (g) Sell, assign, or pledge a Member's interest;
- (h) Admit new members;
- (i) Amend Operating Agreement;
- (j) Amend Articles of Organization;
- (k) Merge or consolidate with another business or entity.

6.2 Conflict of Interest. No member will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive of the business of the Company or that would be in direct conflict to the Company without the written consent of the majority interest of the members. Any and all business, ventures or transactions with any appearance of conflict of interest must be fully disclosed to all other Members. Failure to comply with the terms of this clause will result in the withdrawal and mandatory sale of the member.

6.3 Non-Compete. All members agree that he or she will not carry on a similar business to the business of the Company within any established or contemplated market or regions of the Company for a period of at least one (1) year after the date of withdrawal of membership in the Company.

ARTICLE VII LIMITATION OF LIABILITY

No Member of the Company shall be personally liable to the Company or its members for monetary damages for conduct as a Member performed in a manner reasonably believed by such Member to be within the scope of the authority granted to such member 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 **Article VII** 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.

To the extent permitted by law, any liability imposed to the Company shall be limited to the activity or to the location upon which it occurred. Under no circumstances shall additional or unrelated Company property be attributable to liabilities to which there is no reasonable relation.

ARTICLE VIII INDEMNIFICATION

The Company shall indemnify and hold harmless any person acting as a member, employee or agent of the Company or other persons 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 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. 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 in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Member 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 **Article VIII** do not affect any rights to advancement of expenses to which personnel of the Company, other than members, or any other person may be entitled under any contract or otherwise by law.

ARTICLE IX TRANSFERS

9.1 Restrictions on Transfers. Except as otherwise specifically provided in this Agreement, a Member shall not transfer, including, but not limited to, the sale of, assignment, pledge, or encumbering, all or any portion of his interest in the Company without written consent of the majority of membership interests and any purported transfer not in compliance with the provisions of this Agreement shall be null and void and of no force or effect. Regardless of whether the other members have given their written consent to a proposed transfer, no transfer of a Member's interest shall be permitted if the proposed transfer, when taken together with any other transfer(s) in a given twelve (12) month period ending with the date of the proposed transfer, would cause the termination or dissolution of the Company. 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. A Member's interest in the Company shall not terminate if a court of competent jurisdiction enters an order adjudicating the Member incompetent to manage the Member's person or property.

9.2 Status of Transferee. As provided in **Section 9.1** above, a transferee shall be admitted to the Company as a Member only on the majority consent of the membership interests and only if the transferee as assignee becomes a party to this Agreement by signing a counterpart signature page to this Agreement and by executing such other documents as the Company reasonably determines necessary. Consent to admit a new Member may be given or withheld in the sole and absolute discretion of each Member. A transferee who is not admitted as a member shall be entitled only to receive

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allocations and distributions from the Company with respect to such interest as provided in this Agreement, and shall have no right to participate in the management of the business and affairs of the Company.

ARTICLE X DEATH OR WITHDRAWAL

10.1 Withdrawal and Mandatory Sale. Upon occurrence of any of the following events (“Triggering Events”), the interest of a Member shall be sold to the Company by the member or the personal representative of a deceased member, and purchased by the Company;

- (a) The institution of any bankruptcy proceeding by the Member, the appointment of a receiver for the administration of the affairs of the Member, the making of an assignment of the assets of the Member for the benefit of creditors, or the institution of any involuntary bankruptcy proceeding against the Member which is not discharged within thirty (30) days after its filing, or upon the occurrence of any event which makes any or all of the membership interest of the Member subject to involuntary sale;
- (b) Upon the death of the Member, however this section does not apply to an interest held as tenants by the entirety, whereupon the other spouse will be the sole owner of the interest;
- (c) Upon the member’s attempted transfer of all or any portion of his interest in the company;
- (d) Upon the voluntary sale of the membership interest of the member to the Company;
- (e) Upon any member engaged in a business, venture, or transaction, whether directly or indirectly, that is in competition with the Company, without the prior written consent of the Company.
- (f) Upon failure to complete a AMCO Renewal Application Certification, as requested by the Company within ten (10) days of written request.

10.2 Terms of Purchase and Sale. Any membership interest that becomes subject to a mandatory purchase and sale shall be sold by the Member or the Member’s estate on the following terms and conditions:

(a) **Purchase Price.** The purchase price of the membership interest shall be equal to the value of the interest based upon the “Estimated Fair Market Value” of the Member’s interest as of the Company’s fiscal year-end preceding the date of the Triggering Event.

(b) **Estimated Fair Market Value.** The Estimated Fair Market Value of the membership interest shall be based upon an appraisal for real estate of comparable value and an assessment of comparable sales for personal property items. However, in determining the Estimated Fair Market Value, (1) no value shall be attributed to good will or other intangible assets, and (2) liens or other encumbrances against Company assets shall be taken into account in determining the Estimated Fair Market Value of the Company.

(c) **Payment of Purchase Price.** At the option of the Company, and subject to financial institution and/or bank approval, the purchase price for the membership interest shall be paid either;

(i) in cash in one lump sum within ninety (90) days following the closing; or

(ii) in sixty (60) equal successive monthly installments of principal and interest of unpaid principal from the date of transfer. The rate of interest shall be the prime rate of interest in effect at Sitka, Alaska, as of the date of the Triggering Event. The first payment shall be due on one (1) month after the closing date. Any deferred payments shall be evidenced by a promissory note of the purchaser, which shall also provide for prepayment of principal at any time without penalty, and the right to acceleration by the holder upon default in any payment.

(d) **Closing.** The membership interest shall be transferred to the Company by the close of business on the day of the Triggering Event (“Transfer Date”). The member and the members’ representatives, executors or successors in interest shall use their best efforts to cause the Transfer to occur.

At the closing, the purchasing member shall deliver to the selling member or his representatives a release of all personal liability of the selling member as a guarantor of any indebtedness for borrowed money or other contractual obligation of the company to any person or entity or, if any such release cannot be reasonably obtained, an agreement from a person or entity whose creditworthiness is reasonably acceptable to the selling member that fully indemnifies the selling member for such liabilities and obligations.

(e) **Company Actions.** The Company shall take all reasonable actions necessary to repurchase any membership interest that it is required to purchase from a Member.

(g) **Assignment of Interest.** Upon the transfer of the membership interest to the Company, the Member shall execute and deliver assignments legally sufficient to transfer title to the membership interest free and clear of all liens and encumbrances.

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(h) **Additional Assurances.** Upon the transfer of any membership interest, the parties to the transfer shall execute, acknowledge and deliver any further documents and assurances reasonably requested by the other party and the Company consistent with reasonable and prudent business practices, the terms of the Agreement and the terms of any other agreements between the selling Member and the Company or any other Member of the Company.

(i) **Other Payments.** The purchase price to be paid for the membership interest shall be in addition to any other payments due to the Member under any other agreement to which the Company and the Member are parties.

10.3 Conditions to Transfer. No sale of other Transfer of any membership interest subject hereto shall be valid until the proposed transferee shall have executed and become a party to this Agreement. The Company shall have the right to withhold the recording of the proposed Transfer of any membership interest on its records until the proposed transferee has become a party to this Agreement.

10.5 Continuation of the Company. The remaining members shall have the right to continue the Company business under its present name following the withdrawal or death of a Member provided that they elect to purchase the interest of the withdrawing or deceased member and to cause the Company to make the payments specified above.

10.6 Winding up. If the remaining members after withdrawal or death of a member do not elect to liquidate the interest of such Member, the company shall be wound up and all of its properties distributed in liquidation as provided in **Article XI**.

ARTICLE XI DISSOLUTION AND WINDING UP

11.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following events (“liquidating event”):

- (a) The sale of all or of substantially all of the Property;
- (b) A majority vote to dissolve, wind up, and liquidate the Company;
- (c) The happening of an event that makes it impossible or unlawful for the Company to carry on its business; or
- (d) The death, withdrawal, or bankruptcy of a Member unless the remaining members unanimously agree to continue the Company.

This section does not apply to the death of member who holds an

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interest with a spouse as tenants by the entirety. Thereupon, the surviving spouse becomes the sole owner of the interest.

11.2 Winding Up. Upon the happening of a liquidating event, the Company shall conduct no business nor engage in any activity that is not necessary or appropriate to winding up its business and liquidating, 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 its members. The members shall by majority vote choose a liquidating member, and if they cannot agree on who shall serve in that role, they shall refer the dispute to mediation as provided in this Agreement. The liquidating member shall be responsible for supervising the winding up and liquidation and shall dispose of the 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) First, to the payment, in order of priority, of all Company debts to creditors other than the members;
- (b) Next, to the payment, in the order of priority, and thereafter pro rata, of the debts of the Company owed to members; and
- (c) Any balance to the members pro rata in accordance with the balances in their capital accounts.

11.3 Special Provisions. Any and all distributions to members upon the liquidation of the Company shall be made in accordance with IRS Code Section 704(b) and the Regulations promulgated thereunder. Notwithstanding the foregoing, if a Member has a deficit balance in his capital account at any time, such member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other person or entity for any purpose whatsoever.

11.4 Members' Rights. Except as otherwise specifically provided in this Agreement, a Member has the right to look only to the assets of the Company for a return of his or her 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.

11.5 Notice of Dissolution. Within thirty (30) days of the happening of a liquidating event, the liquidating member shall give written notice thereof to each of the members, 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 businesses, and shall publish notice of dissolution in a newspaper of general circulation in each place in which the Company generally conducts business.

ARTICLE XII MISCELLANEOUS

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12.1 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 registered or 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.

12.2 Amendment. This agreement may be amended only by unanimous vote of the members.

12.3 No Third Party Beneficiaries. This Agreement shall be binding upon, and inure to the benefit of, the parties here to and their respective successors and permitted assigns, and no other party shall be entitled to rely on this Agreement as a third party beneficiary hereof.

12.4 Headings. Headings of Articles and sections in this Agreement are only for convenience or reference and do not define, limit, extend, or describe the scope or intent of this Agreement.

12.5 Number and Gender. Whenever required by the context, the singular number shall include the plural, any gender shall include all genders, and the word "person" shall include individuals, corporations, companies, and other entities.

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

12.7 Dispute Resolution or Deadlock. The parties shall endeavor in good faith to resolve any disputes which may arise regarding this Agreement. If they cannot resolve a dispute among themselves, they shall initially submit their dispute to mediation by a mutually acceptable third party who is familiar with business issues in the Sitka, Alaska community. If they cannot agree on such a person or, following such mediation remain in disagreement, then either party may submit all controversies, claims and disputes arising from this Agreement to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in force, or pursuant to such other rules or procedures to which the parties may agree. Each party shall bear its own costs and attorneys' fees associated with referenced mediation and any arbitration proceeding. Venue for any dispute shall be in Sitka, Alaska, unless the parties agree otherwise.

IN WITNESS WHEREOF, the members ^{majority} have signed this Agreement effective as of the day first above written.

Date: 5-28-20

By: Eric VanVeen
Eric VanVeen, Majority Member

AMCO



Alcohol and 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

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	vanGreen's LLC	License Number:	16738		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	vanGreen's LLC				
Premises Address:	224 Smith Street #D & #E				
City:	Sitka	State:	Alaska	ZIP:	99835

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Darby Ipock
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

- I certify that I have **not** been convicted of any criminal charge in the previous two calendar years. Initials
- I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years. Initials
- I certify that a notice of violation has **not** been issued for this license. Initials

Sign your initials to the following statement **only if you are unable to certify one or more of the above statements:**

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b). Initials



Form MJ-20: 2022-2023 Renewal Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.



I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.



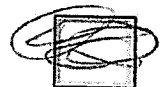
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.



I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.



I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.



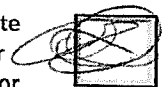
By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.



If multiple licenses are held, list all license numbers below:

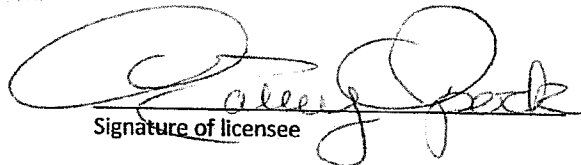
[Empty rectangular box for listing license numbers]

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.



Darby Ipock

Printed name of licensee


Signature of licensee



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Alaska Marijuana Control Board

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This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	vanGreen's LLC	License Number:	16738
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	vanGreen's LLC		
Premises Address:	224 Smith Street #D & #E		
City:	Sitka	State:	Alaska
		ZIP:	99835

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Eric vanVeen
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued for this license.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Section 4 - Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

EV

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

EV

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

EV

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

EV

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

EV

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

EV

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

If multiple licenses are held, list all license numbers below:

16184, 16738

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

EV

Eric vanVeen

Printed name of licensee

Eric vanVeen

Signature of licensee



Alaska Marijuana Control Board
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This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

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Enter information for the licensed establishment, as identified on the license application.

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License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	vanGreen's LLC				
Premises Address:	224 Smith Street #D & #E				
City:	Sitka	State:	Alaska	ZIP:	99835

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Lewis Schumejda
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have not been convicted of any criminal charge in the previous two calendar years.

I certify that I have not committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has not been issued for this license.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

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Form MJ-20: 2022-2023 Renewal Application Certifications

Section 4 – Certifications

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Initials

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LS

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

LS

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

LS

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

LS

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

LS

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

LS

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

LS

If multiple licenses are held, list all license numbers below:

N/A

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

LS

Lewis Schumejda

Printed name of licensee

Signature of licensee



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Doing Business As:	vanGreen's LLC				
Premises Address:	224 Smith Street #D & #E				
City:	Sitka	State:	Alaska	ZIP:	99835

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Virginia Olney
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have not been convicted of any criminal charge in the previous two calendar years.

I certify that I have not committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has not been issued for this license.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

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Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

If multiple licenses are held, list all license numbers below:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Virginia Olney

Printed name of licensee

Signature of licensee
POA for Virginia Olney



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Doing Business As:	vanGreen's LLC		
Premises Address:	224 Smith Street #D & #E		
City:	Sitka	State:	Alaska
		ZIP:	99835

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Bae Olney-Miller
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have not been convicted of any criminal charge in the previous two calendar years.

I certify that I have not committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has not been issued for this license.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Section 4 – Certifications

Read each line below, and then sign your Initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

[Handwritten initials]

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

[Handwritten initials]

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

[Handwritten initials]

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

[Handwritten initials]

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

[Handwritten initials]

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

[Handwritten initials]

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

[Handwritten initials]

If multiple licenses are held, list all license numbers below:

N/A

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

[Handwritten initials]

Bae Olney-Miller

Printed name of licensee

[Handwritten signature]

Signature of licensee



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License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	vanGreen's LLC				
Premises Address:	224 Smith Street #D & #E				
City:	Sitka	State:	Alaska	ZIP:	99835

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Anna Cleaver
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

AMC

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

AMC

I certify that a notice of violation has **not** been issued for this license.

AMC

Sign your initials to the following statement **only if you are unable to certify one or more of the above statements:**

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Section 4 - Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

AMC

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

AMC

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

AMC

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

AMC

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

AMC

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

AMC

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

AMC

If multiple licenses are held, list all license numbers below:

16738, 10220

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

AMC

Anna Cleaver

Printed name of licensee

Signature of licensee: Anna Cleaver



Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	vanGreen's LLC	License Number:	16738		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	vanGreen's LLC				
Premises Address:	224 Smith Street #D & #E				
City:	Sitka	State:	Alaska	ZIP:	99835

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Brian Blankenship
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

Initials

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued for this license.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

BB

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

BB

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

BB

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

BB

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

BB

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

BB

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

BB

If multiple licenses are held, list all license numbers below:

N/A

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

BB

Brian Blankenship

Printed name of licensee

Signature of licensee

Alcohol & Marijuana Control Office

License Number: 16738

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: VANGREEN'S LLC

Business License Number: 1063448

Designated Licensee: Eric vanVeen

Email Address: vangreen907@gmail.com

Local Government: Sitka (City and Borough of)

Local Government 2:

Community Council:

Latitude, Longitude: 57.051394, -135.307136

Physical Address: 224 Smith Street #D & #E
Sitka, AK 99835
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10073693

Alaska Entity Name: vanGreen's LLC

Phone Number: 907-738-9554

Email Address: vangreen907@gmail.com

Mailing Address: 224 Smith Street
Suite E
Sitka, AK 99835
UNITED STATES

Entity Official #1

Type: Individual

Name: Eric vanVeen

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: vangreen907@gmail.com

Mailing Address: 224 Smith Street #D/E
Sitka, AK 99835
UNITED STATES

Entity Official #2

Type: Individual

Name: Bae Olney-Miller

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: boeolneymiller@yahoo.com

Mailing Address: 505 O'Cain St.
Sitka, AK 99835
UNITED STATES

Entity Official #3

Type: Individual

Name: Lewis Schumejda

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: lewdawg121@gmail.com

Mailing Address: PO Box 2182
Sitka, AK 99835
UNITED STATES

Entity Official #4

Type: Individual

Name: Brian Blankenship

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: bblankenship794@gmail.com

Mailing Address: 2166 Halibut Point Road
Sitka, AK 99835
UNITED STATES

Entity Official #5

Type: Individual

Name: Anna Cleaver

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: amtsitka@gmail.com

Mailing Address: 100 Bahovec Court
Sitka, AK 99835
UNITED STATES

Entity Official #6

Type: Individual

Name: Darby Ipock

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: dipock10@live.com

Mailing Address: 707 B Lake St.
Sitka, AK 99835
UNITED STATES

Entity Official #7

Type: Individual

Name: Virginia Olney

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: ginnyolney@gmail.com

Mailing Address: P.O. Box 2456
Sitka, AK 99835
UNITED STATES

Note: No affiliates entered for this license.

Commercial Lease Agreement

Steven and George Skannes (property owner/lessor) hereby own the following commercial property, located at 224 Smith Street, Sitka, Alaska. This commercial property consists of five bays; The property also contains a residence located on the second level of bay A.

By this agreement, effective the 31st day of May, 2021, Steven and George Skannes (property owner/lessor) leases to VanGreen's, LLC (Tenant/Lessee), and Tenant/Lessee hereby leases from property owner/landlord the commercial property (including dwelling, outbuilding and lot, if applicable) located at 224 Smith Street, Sitka, Alaska, upon the following terms and conditions.

1. **TERM:** This agreement shall be for a lease term of ten (10) years, beginning the 12th day of November, 2020, and concluding the 31st day of November, 2030. The term is automatically renewable unless one of the parties provides written notice of termination of the lease no later than six months prior to the end of the term date.
2. **RENT:** The monthly rent consists of \$ 12,275.00 per month for Bays ABCDE & Apartment . Such rent is due on the first day of every month, and received by the property owner/landlord no later than the 10th day of each month. Monies paid to Property Owner/Landlord will be applied to the tenants account in the following order. 1.) Any monies owed resulting from Tenant related repairs or other amounts stated in this agreement. 2.) Late fees and NSF charges. 3.) The rental amount. Landlord/Lesser may, in writing, direct payment to another location. Future payments are to be personal check, money order, wire transfer, or cashier's check only. In the event rent is not paid within ten (10) days after due date, tenant agrees to pay a late charge of \$ 100.00, and \$ 100.00 per day for every day thereafter – retroactive from the 10th of the month. Tenant further agrees to pay \$35.00 for each dishonored bank check (NSF). If two (2) NSF checks are presented during tenancy guaranteed funds will be required by money order or cashier check only.
3. **ADVANCE PAYMENT:** The parties acknowledged receipt of \$3600.00 (paid when initially moved into premises) as a damage deposit. Deposit will be refundable at end of lease after all necessary repairs and maintenance is completed. See addendum below for full deposit stipulations.
4. **SMOKE DETECTORS:** The parties will acknowledge that the premises contain a smoke detector device in compliance with Alaska Laws, that the detector is in working order, and that the tenant/lessee shall maintain the

smoke detectors in working order.

5. PROPERTY OWNER/LESSOR OBLIGATIONS:

- a. Property owner/lesser agrees that during the lease period, they will continue to provide maintenance to the building, which includes pressure washing the building once every three (3) years, and painting when needed.
- b. Property owner/lesser shall have no obligation to repair any defective condition, nor shall any defense or remedy be available to Tenant/Lessee, where the defective condition complained of was caused by the Tenant, Tenant's family, invitee, licensee, or other person acting under control or direction of Tenant, or where Tenant unreasonably fails to notify the property owner/lesser of the condition or allow property owner/lesser access to the premises for the purpose of repair.

6. TENANT'S OBLIGATIONS:


- a. Tenant shall keep said premises in good order, condition and repair as they are on the date of commencement of the Agreement (normal wear and tear resulting from ordinary use of the premises excepted);
- b. Tenant/Lessee will surrender the premises to property owner/lesser in a neat, clean and orderly condition;
- c. Tenant/Lessee shall make payment of rent on time, as outlined in Section 3 above;
- d. Tenant/Lessee shall pay all utility charges in accordance with this Agreement, including electricity, water, sewer, gas/heat, etc.;
- e. Tenant shall be responsible to repair any damage to the premises;
- f. Tenant shall surrender to Agent the keys to the premises at time of termination of Agreement or vacation of premises, whichever is earlier; Tenant fully understands that the keys are not to be left in or on the premises and must be returned to the property owner/lesser. Surrender of keys to property owner/lesser shall constitute the vacating of the premises.
- g. Tenant will obtain and maintain property insurance to protect landlord/lesser from damage caused, including from loss from fire, etc. Tenant will provide Landlord with a certificate of insurance showing Landlord as additional insured.

7. **ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal (with the exception of federal marijuana laws) authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
8. **ASSIGNMENTS AND SUBLETTING:** Tenant shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Property Owner/Lesser.
9. **ENTRY AND INSPECTION:** Tenant/Lessee shall permit Property Owner/Lesser to enter premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs, or show the premises to future prospective tenants, purchasers, or mortgagees. However, Landlord shall comply with the Visitor Policy required by the Alcohol and Marijuana Control Office ("AMCO").
10. **INDEMNIFICATION:** To the extent permitted by law, Property Owner/Lesser shall not be liable for any damage or injury to Tenant or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof. Resident accepts premises in its present condition and will not hold the property owner/Lesser liable in any manner for, or on account of, any loss or damage sustained by actions of a third party, fire, water, theft or the elements of, for loss of any articles from any cause, from said premises or any part of said building or grounds. **TENANT/LESSOR SHALL INSURE THE PROPERTY AND THEIR OWN PERSONAL PROPERTY WITH AN INSURANCE POLICY.**
11. **POSSESSION:** Tenant is currently in possession of the Premises.
12. **PURCHASE OPTION:** VanGreen has the option to purchase the building at any time during the lease, and must express their intent to purchase the property in writing, and be secured by a down payment as outlined:
 - a. Purchase price is one million two hundred thousand dollars (\$1,200,000.00).
 - b. Purchase will require a down payment of one-third (\$400,000.00) of the total purchase price. On or about June 1, 2022, the parties shall meet and negotiate in good faith, a payment schedule for the down payment;
 - c. Remaining balance will held at an annual 6.5% interest rate;
 - d. The term of the purchase contract is ten (10) years, by which the remaining balance must be paid in full;
 - e. Upon purchase agreement, all yearly property tax to the city and

Borough of Sitka, maintenance and upkeep, will be the sole responsibility of VanGreen.

13. **DEFAULT ON PURCHASE:** If, during the purchase period, VanGreen's defaults on payment, or defaults on any condition stated above, the down payment is forfeit.
14. **WAIVER:** No failure of the Property Owner/Lessor to enforce any terms hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of the Property Owner's/Lessor's right to the full amount.
15. **NON-REFUNDABLE FEES:** There are no outstanding charges or fees.
16. **DEFAULT AND RE-ENTRY:** If any rents, deposits or charges above reserved, or an part thereof, shall remain unpaid when the same shall become due, or if Tenant shall violate any of the obligations required by law, and re-enter said premises, but notwithstanding the re-entry by Owner/Agent, the liability of the tenant for the rents provided herein shall not be extinguished for the balance of the term of this lease, and tenant covenants and agrees to make good to the Owner/Agent any deficiency arising from an entry and re-letting of the premises at a lesser rental than herein agreed upon. In the event of Default, Landlord shall contact Enforcement Division of AMCO to remove any marijuana or marijuana products/plants. Landlord shall not remove from the Premises any marijuana or marijuana products/plants from the Premises without AMCO's approval to do so.
17. **ATTORNEY FEES:** If any legal action is brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee, process fee, and a reasonable collection fee.

Dated this 31st day of MAY, 2021.



Tenant/Lessee (VanGreen's, LLC) authorized agent

St SK 5/31/2021
Property Owner/Lessor Steve Skannes

Jan Skannes for George Skannes
Property Owner/Lessor George Skannes

(Shoulder surgery today)

Addendum # 1

Pertaining to balloon payments to be made on property.

Balloon payments of \$50,000.00 must be started no later than December 31, 2022. If not, the owners have the right to entertain offers on the property and sell to another buyer. At that point Vangreen's agree's to move in 90 days. This agreement will be discussed, and changes could be made by owners only if another agreement is made.

Signed Stu Sk 5/31/2021

Signed Jim Skannes for George Skannes

Signed Eric Valle authorized agent