



Public Notice

Application for Marijuana Establishment License

License Number: 10043

License Status: Active-Operating

License Type: Limited Marijuana Cultivation Facility

Doing Business As: ALASKAN GREENERY

Business License Number: 1032622

Email Address: alaskangreenery@icloud.com

Latitude, Longitude: 61.095362, -146.213546

Physical Address: 3250 Richardson Highway
Valdez, AK 99686
UNITED STATES

Licensee #1

Type: Individual

Name: MICHAEL R LILJEDAHL

Phone Number: 907-831-2196

Email Address: alaskangreenery@icloud.com

Mailing Address: PO Box 1964
Valdez, AK 99686
UNITED STATES

Note: No entity officials entered for this license.

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at

<https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE _____



Alaska Marijuana Control Board
Marijuana Establishment
Form MJ-17c: License Transfer Application

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

What is this form?

This form must be used to initiate a transfer of ownership of a marijuana establishment license under 3 AAC 306.045. This transfer application must be completed and submitted to AMCO's main office, along with all necessary supplemental documents and fees listed in **Form MJ-17b: License Transfer Application Checklist**, before a transfer of ownership, including a change that affects the controlling interest of an entity, will be considered by the Marijuana Control Board.

Please note that licensees seeking to change controlling interest of an entity that owns multiple licenses must submit a separate completed copy of this form and the required supplemental documents and fees for each license.

Section 1 – Transferor Information

Enter information for the *current* licensee and licensed establishment.

Licensee:	Michael Liljedahl	License Number:	10043		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Alaskan Greenery				
Premises Address:	3250 Richardson Highway				
City:	Valdez	State:	Alaska	ZIP:	99686
Email:	alaskangreenery@icloud.com				
Local Government:	City of Valdez				



Regular ownership transfer



Transfer of controlling interest in the licensed entity

Section 2 – Transferee Information

Enter information for the *new* applicant seeking to be licensed. The business license # should be issued for the DBA listed below, and held by the transferee.

Licensee:	East Peak Holdings, LLC	Alaska Entity #	10101509		
Mailing Address:	PO Box 1964				
City:	Valdez	State:	Alaska	ZIP:	99686
Doing Business As:	Alaskan Greenery				
Business License #:	2083957	Business Phone:	907-831-2196		
Designated Licensee:	Michael Liljedahl				
Contact Email:	alaskangreenery@icloud.com	Phone #	907-831-2196		



Form MJ-17c: License Transfer Application

Section 3 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 4. If any entity official is another entity, you must include the AK Entity # of that entity in the Entity Official Name field, attach a separate completed copy of this page that breaks down the ownership information for that entity, and submit the supplemental documents and fingerprint fees listed on Form MJ-17b required for each individual entity official. Entity documents must be submitted for each entity listed on this form.

If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, list each *officer or director, and owner of any of the corporation's stock*.
- If the applicant is a limited liability company, list each *member holding any ownership interest and each manager*.
- If the applicant is a partnership or limited partnership, list each *partner holding any interest and each general partner*.

Entity Official Name:	Michael Liljedahl				
Title(s):	Manager/Member	Phone:	907-831-2196	% Owned:	50
Email:	alaskangreenery@icloud.com				
Mailing Address:	PO Box 1964				
City:	Valdez	State:	Alaska	ZIP:	99686
Entity Official Name:	Nia Liljedahl				
Title(s):	Manager/Member	Phone:	907-831-2196	% Owned:	50
Email:	alaskangreenery@icloud.com				
Mailing Address:	PO Box 1964				
City:	Valdez	State:	Alaska	ZIP:	99686
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	



Form MJ-17c: License Transfer Application

Section 4 - Other Licenses

Ownership and financial interest in other marijuana establishments:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

Section 5 - Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

Jana Weltzin - Attorney and staff of JDW, LLC

Section 6 - Transferee Certifications

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

Initials

I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application.

NL

Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form.

NL

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

NL

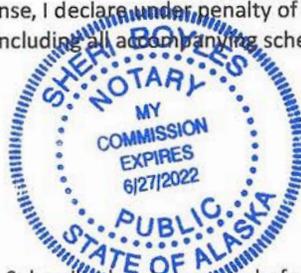
I agree to provide all information required by the Marijuana Control Board in support of this application.

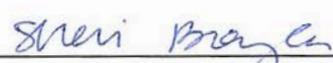
NL

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of transferee

Nia Liljedahl
Printed name of transferee




Notary Public in and for the State of Alaska.

My commission expires: 6/27/22

Subscribed and sworn to before me this 14 day of April, 2020

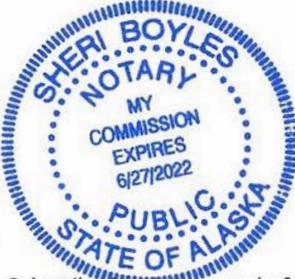


Section 7 - Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of unsworn falsification that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) approve of the transfer of this license, and that the information on this form is true, correct, and complete.

Signature of transferor
Michael Liljedahl
Printed name of transferor



Signature of Notary Public in and for the State of Alaska.

My commission expires: 6/27/22

Subscribed and sworn to before me this 14 day of April, 2020

Signature of transferor
Printed name of transferor

Notary Public in and for the State of Alaska.

My commission expires:

Subscribed and sworn to before me this ___ day of ___, 20__.

Signature of transferor
Printed name of transferor

Notary Public in and for the State of Alaska.

My commission expires:

Subscribed and sworn to before me this ___ day of ___, 20__.



Alaska Marijuana Control Board
Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

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

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	East Peak Holdings, LLC	License Number:	10043		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Alaskan Greenery				
Premises Address:	3250 Richardson Highway				
City:	Valdez	State:	AK	ZIP:	99686

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Nia Liljedahl				
Title:	Manager, Member				

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?



Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



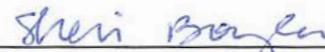
All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Nia Liljedahl
Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 6/27/22

Subscribed and sworn to before me this 14 day of April, 2020.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

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

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	East Peak Holdings, LLC	License Number:	10043		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Alaskan Greenery				
Premises Address:	3250 Richardson Highway				
City:	Valdez	State:	AK	ZIP:	99686

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Michael Liljedahl
Title:	Manager, Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?



Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee



Notary Public in and for the State of Alaska

Michael Liljedahl
Printed name of licensee

My commission expires: 6/27/22

Subscribed and sworn to before me this 14 day of April, 2020.



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	East Peak Holdings, LLC	License Number:	10043
License Type:	Limited Marijuana Cultivation Facility		
Doing Business As:	Alaskan Greenery		
Premises Address:	3250 Richardson Highway		
City:	Valdez	State:	Alaska
		ZIP:	99686

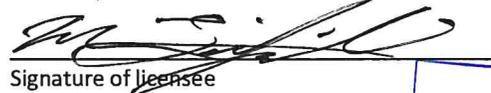
Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

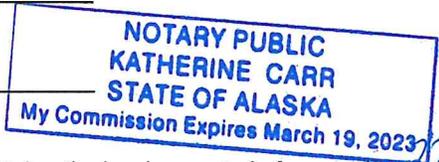
Start Date: 05/28/2020 End Date: 06/07/2020

Other conspicuous location: Valdez City Hall - 212 Chenega Ave, Valdez, AK 99686

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


 Signature of licensee

Michael Liljedahl
 Printed name of licensee




 Notary Public in and for the State of Alaska

My commission expires: March 19, 2023

Subscribed and sworn to before me this 22 day of June, 2020.



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	East Peak Holdings, LLC	License Number:	10043		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Alaskan Greenery				
Premises Address:	3250 Richardson Highway				
City:	Valdez	State:	Alaska	ZIP:	99686

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): City of Valdez Date Submitted: 05/22/2020

Name/Title of LG Official 1: Sheri Pierce/City Clerk Name/Title of LG Official 2: _____

Community Council: _____ Date Submitted: _____
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

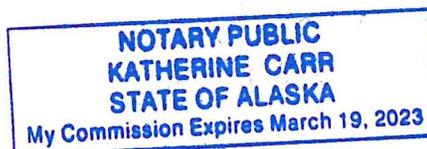
Michael Liljedahl

Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: March 19, 2023

Subscribed and sworn to before me this 22 day of June, 2020.



KVAK-FM
NorthWave Communications, Inc.
PO Box 367
501 E. Bremner St #2
Valdez, AK 99686

INVOICE Account #: 831
Calendar Broadcast Period: 4/1/2020 - 4/30/2020
Invoice #: 2040018436

JDW, LLC
Accounts Payable
901 Photo Avenue
Valdez, AK 99503
|||

Product Name: applying for transfer of Script: 0135 60A (1:00)

Date	Time	Rate	Date	Time	Rate	Date	Time	Rate
18-Apr-20	7:51:30 AM	\$11.50	18-Apr-20	11:48:00 PM	\$11.50	25-Apr-20	9:34:00 AM	\$11.50
25-Apr-20	3:34:00 PM	\$11.50						

Michael R Liljedahl, doing business as, Alaskan Greenery, located at 3250 Richardson Highway, Valdez, AK 99686 is applying under 3 AAC 306.045 for transfer of a Limited Marijuana Cultivation Facility (3 AAC 306.400(a)(2), license #10043 to East Peak Holdings, LLC., doing business as, Alaskan Greenery. Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7 th Ave, Suite 1600, Anchorage, AK 99501.

CUT:0135_60A 4 SPOT(S) AT A RATE OF \$11.50 = \$46.00

Cut Total: 4

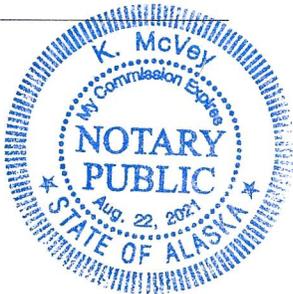
Gross Total: \$46.00

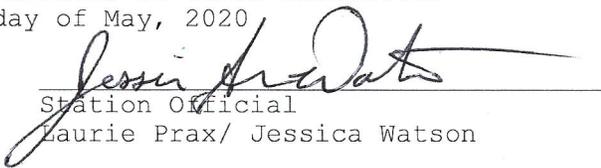
Net Total: \$46.00

All times are guaranteed to have run within 15 minutes of times indicated.

Subscribed and sworn to before me on this 6th day of May, 2020


Notary Public




Station Official

Laurie Prax/ Jessica Watson

Received 6/24/2020

KVAK-AM
NorthWave Communications, Inc.
PO Box 367
501 E. Bremner St #2
Valdez, AK 99686

INVOICE Account #: 831
Calendar Broadcast Period: 5/1/2020 - 5/31/2020
Invoice #: 1050018436

JDW, LLC
Accounts Payable
901 Photo Avenue
Valdez, AK 99503
|||

Product Name: appling for transfer of Script: 0135 60A (1:00)

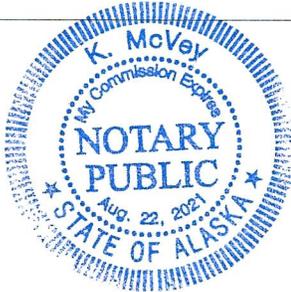
Date	Time	Rate	Date	Time	Rate	Date	Time	Rate
02-May-20	9:34:00 AM	\$11.50	02-May-20	3:34:00 PM	\$11.50			
Michael R Liljedahl, doing business as, Alaskan Greenery, located at 3250 Richardson Highway, Valdez, AK 99686 is applying under 3 AAC 306.045 for transfer of a Limited Marijuana Cultivation Facility (3 AAC 306.400(a)(2), license #10043 to East Peak Holdings, LLC., doing business as, Alaskan Greenery. Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined complete, the objection deadline and a copy of the application will be posted on AMCO's website at https://www.commerce.alaska.gov/web/amco . Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7 th Ave, Suite 1600, Anchorage, AK 99501.								

CUT:0135_60A 2 SPOT(S) AT A RATE OF \$11.50 = \$23.00

Cut Total: 2 Gross Total: \$23.00 Net Total: \$23.00

All times are guaranteed to have run within 15 minutes of times indicated.
Subscribed and sworn to before me on this 6th day of May, 2020

[Signature]
Notary Public



[Signature]
Station Official
Laurie Prax/ Jessica Watson

Received 6/24/2020



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	East Peak Holdings, LLC	License Number:	10043		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Alaskan Greenery				
Premises Address:	3250 Richardson Highway				
City:	Valdez	State:	AK	ZIP:	99686

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Nia Liljedahl				
Title:	Member Manager				
SSN:		Date of Birth:			



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

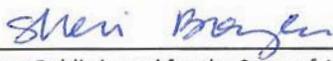


Signature of licensee

Nia Liljedahl

Printed name of licensee





Notary Public in and for the State of Alaska

My commission expires: 6/27/22

Subscribed and sworn to before me this 14 day of April, 2020.



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	East Peak Holdings, LLC	License Number:	10043		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Alaskan Greenery				
Premises Address:	3250 Richardson Highway				
City:	Valdez	State:	Alaska	ZIP:	99686

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Michael Liljedahl				
Title:	Manager/Member				
SSN:		Date of Birth:			



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

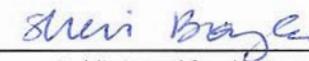
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Michael Liljedahl
Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 6/27/22

Subscribed and sworn to before me this 14 day of April, 2020.

REAL ESTATE LEASE

This Real Estate Lease Agreement (" Lease") is dated April 14, 2020, by and between Michael and Nia Liljedahl ("Landlord"), and East Peak Holdings, LLC, an Alaska limited liability company ("Tenant") dba as Alaskan Greencry. The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Premises") the leased building area and associated parking areas located at 3250 Richardson Highway, Valdez, AK 99686.

TERM. The Lease begins upon effectuation of the transfer of license #10043 and shall be a two-year (2) term ("Initial Term"), with automatic renewals for an additional two (2) year term. In the event either party opts not to renew this Lease, said non-renewing party shall notice the other not less than thirty (30) days(prior to expiration of the initial term. Either party may terminate the Lease upon substantial breach of this Agreement and prior to written notice to the other party giving a ten (10) day notice to cure the defect to avoid the termination.

LEASE PAYMENTS. Tenant shall pay Landlord monthly installments of \$2500.00 per month. If payment is not received by the 10th day of the month a late charge of \$20.00 per day thereafter will be charged. Landlord shall give Tenant written notice of the past due lease payment. On the 15th the Landlord may give notice of breach, as stated above and Tenant shall agree to vacate the premise if the breach is not remedied within ten (10) days.

USE OF PREMISES. Tenant shall utilize this facility as a limited marijuana cultivation facility.

Tenant shall notify the Landlord of any anticipated extended absence of 5 days or more from the Premises not later than the first day of the extended absence.

UTILITIES AND SERVICES

Tenant shall be responsible for all utilities and services in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay pro-rata share of the property's real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

PROPERTY INSURANCE. At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, special form ("all risk") property insurance, in an amount not less than one hundred percent (100%) of the replacement cost, covering the Premises (including all

REAL ESTATE LEASE

Page 1 of 5

Received by AMCO 10/8/2020

leasehold improvements), the contents thereof, and the Building in which the Premises are located (collectively, the "Property Insurance"). The Property Insurance shall contain business income ("loss of rents") coverage for a period of time not less than twelve (12) months following the insured casualty. Landlord shall be named as an additional insured on the Property Insurance. Landlord and Landlord's mortgagee each shall be named as loss payees on the Property Insurance with respect to proceeds attributable to damage to the Premises and the Building. Landlord shall be named as loss payee on the Property Insurance with respect to business income coverage. Tenant shall not be a loss payee with respect to proceeds attributable to damage to the Premises or the Building or with respect to business income coverage, but Tenant shall be the loss payee for its personal property located in the Premises. The proceeds of the Property Insurance shall be used for the repair or replacement of the property so insured except that if this Lease is terminated following a casualty, the proceeds applicable to the Building, Premises and leasehold improvements contained therein shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant. The Property Insurance policy shall be in a form and contain such endorsements as are normal and customary for property insurance policies carried on similar property or properties or by similarly situated parties.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. In the event of a default by Tenant, Landlord will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from facility.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to the Landlord, lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$100.00 for each check that is returned to the Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's

REAL ESTATE LEASE

expense) that appropriately facilitate its use for such purposes.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. Landlord must abide by Tenant's visitor policy and ensure that no agent or prospective tenant of Landlord attempts to enter the property that is under the age of 21, presents a valid state or federal identification card, signs into and out of the visitor's log, visibly wears a visitor badge, and remains in eyesight of a designated agent of Tenant's at all times. Landlord may not bring more than 5 persons at a time into the facility per supervising licensee/employee.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenant, or Tenant's subtenant, shall promptly comply with all laws, ordinances, requirements and regulations of the state, county, municipal and other authorities, and the fire insurance underwriters.

ACKNOWLEDGEMENT OF USE FOR MARIJUANA COMMERCIAL ACTIVITIES AND WAIVER OF ANY DEFENSES OF ILLEGALITY DUE TO FEDERAL LAW OR VOID FOR PUBLIC POLICY: Landlord is aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities. The parties are aware that marijuana cultivation and marijuana sale is illegal under federal law and therefore waive all defenses of non-performance of this contract related to defenses such as void for public policy and illegality under federal law.

MECHANICS LIENS/CLAIM OF LIEN. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens/claim of lien or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Michael and Nia Liljedahl
PO Box 1964
Valdez, Alaska
99686

TENANT:

East Peak Holdings, LLC
3250 Richardson Highway
Valdez, Alaska
99686

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

/s/

REAL ESTATE LEASE

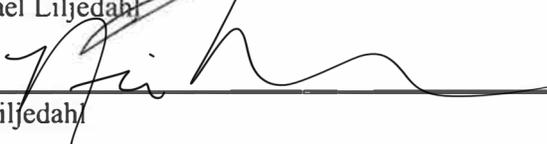
Page 4 of 5

Received by AMCO 10/8/2020

BINDINGEFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Tenant – East Peak Holdings, LLC

By:  Date: 4/14, 2020
Michael Liljedahl

By:  Date: 4/14/, 2020
Nia Liljedahl

Landlord – Michael and Nia Liljedahl

By:  Date: 4/14/ 2020
Michael Liljedahl

By:  Date: 4/14/ 2020
Nia Liljedahl

Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	East Peak Holdings, LLC

Entity Type: Limited Liability Company

Entity #: 10101509

Status: Good Standing

AK Formed Date: 3/8/2019

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021 [File Biennial Report](#)

Entity Mailing Address: PO BOX 1964, VALDEZ, AK 99686

Entity Physical Address: 3250 RICHARDSON HWY, VALDEZ , AK 99686

Registered Agent

Agent Name: Jana Weltzin

Registered Mailing Address: 901 PHOTO AVE, ANCHORAGE, AK 99503

Registered Physical Address: 901 PHOTO AVE, ANCHORAGE, AK 99503

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Michael Liljedahl	Manager, Member	50.00
	Nia Liljedahl	Manager, Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
3/08/2019	Creation Filing	Click to View	Click to View
3/08/2019	Initial Report	Click to View	
6/04/2019	Agent Change	Click to View	

Close Details

Print Friendly Version

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

East Peak Holdings, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 08, 2019**.

A handwritten signature in cursive script, appearing to read "Julie Anderson".

Julie Anderson
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-3/8/2019 10:40:54 AM

1 - Entity Name

Legal Name: East Peak Holdings, LLC

2 - Purpose

Any lawful purpose

3 - NAICS Code

423990 - OTHER MISCELLANEOUS DURABLE GOODS MERCHANT WHOLESALERS

4 - Registered Agent

Name: Jana Weltzin

Mailing Address: 3003 MINNESOTA DR, 201, ANCHORAGE, AK 99503

Physical Address: 3003 MINNESOTA DR, 201, ANCHORAGE, AK 99503

5 - Entity Addresses

Mailing Address: PO Box 1964, Valdez, AK 99686

Physical Address: 3250 Richardson Hwy, Valdez, AK 99686

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Jana Weltzin			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: Jana D. Weltzin



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

AK Entity #: 10101509
Date Filed: 03/08/2019
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-3/8/2019 10:45:52 AM

Entity Name: East Peak Holdings, LLC
Entity Number: 10101509
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent
Name: Jana Weltzin
Physical Address: 3003 MINNESOTA DR, 201,
ANCHORAGE, AK 99503
Mailing Address: 3003 MINNESOTA DR, 201,
ANCHORAGE, AK 99503

Entity Physical Address: 3250 RICHARDSON HWY, VALDEZ , AK 99686

Entity Mailing Address: PO BOX 1964, VALDEZ, AK 99686

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Nia Liljedahl	PO Box 1964, Valdez, AK 99686	50	Manager, Member
Michael Liljedahl	PO Box 1964, Valdez, AK 99686	50	Manager, Member

NAICS Code: 423990 - OTHER MISCELLANEOUS DURABLE GOODS MERCHANT WHOLESALERS

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 D. Weltzin

OPERATING AGREEMENT

of

East Peak Holdings, LLC

DBA Alaskan Greenery

This Operating Agreement (the "Agreement") made and entered into this 14th day of April, 2020 (the "Execution Date"),

BETWEEN:

Michael Liljedahl of 3250 Richardson Highway, Valdez, Alaska 99686, and

Nia Liljedahl of 3250 Richardson Highway, Valdez, Alaska 99686

(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Members will be as stated in the Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be East Peak Holdings, LLC and the doing business as name shall be Alaskan Greenery.

Purpose

- 3. Own and Operate Alaskan Greenery, a licensed cultivation facility engaged in the cultivation of miscellaneous crops.

Term

- 4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

- 5. The Principal Office of the Company will be located at 3250 Richardson Highway, Valdez, Alaska 99686 or such other place as the Members may from time to time designate.

Capital Contributions

- 6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Michael Liljedahl	TBD	\$TBD
Nia Liljedahl	TBD	\$TBD

Allocation of Profits/Losses

- 7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will be allocated between the Members in the following manner:

Member	Profit/Loss Percentage
Michael Liljedahl	50.00%
Nia Liljedahl	50.00%

- 8. Distributions to Members will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital

Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

- 16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

- 17. Management of the Company is vested in the following managers (individually the "Manager" and collectively the "Managers") until such time as they are removed by the Members or withdraw from the position:

- Michael Liljedahl
- Nia Liljedahl

- 18. The duties and responsibilities of the Managers will include the following:

- _____
- _____
- _____
- _____

- 19. Decisions of the Managers which will require the prior approval of a majority of the Members include the following:

- Incurring a single transaction expense over \$15,000.00.

- 20. A new Manager may be added to the Company with a majority vote of the Members.

- 21. A Manager will be reimbursed for expenses directly related to the operation of the Company.

- 22. The Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, the Managers will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.

- 23. In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Managers' duties will include keeping, or causing to be kept, full and accurate business records for the Company according to generally accepted accounting

principles (GAAP), and overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of the Company.

24. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.
25. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.

Authority to Bind Company

26. Any Manager has the authority to bind the Company in contract.

Duty of Loyalty

27. While a person is a Member or Manager of the Company, and for a period of at least one year after that person ceases to be a Member or Manager, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member or Manager.

Duty to Devote Time

28. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

29. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
30. Regular meetings of the Members will be held only as required.

Voting

31. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

32. A new Member may only be admitted to the Company with a majority vote of the existing Members, except in the case of a prospective member, the admission of which would render the

Company ineligible to elect out of the application of the Tax Rules, in which case a unanimous vote of the existing Members will be required to admit that member.

33. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

34. Any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least one month prior to withdrawal.
35. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
36. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

37. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
38. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

39. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
40. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
41. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
42. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
43. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

44. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

45. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.

46. In the event that a Member’s interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

47. In the event of a dissociation or the dissolution of the Company, each Member's financial interest in the Company will be in proportion to the following schedule:

Member	Dissolution Distribution Percent
Michael Liljedahl	50%
Nia Liljedahl	50%

48. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
49. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

50. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
51. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then

- c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

- 52. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
- 53. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.
- 54. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

Books of Account

- 55. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

56. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

57. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Fiscal Year End

58. The fiscal year end of the Company is the 1st day of January.

Tax Treatment

59. This Company is intended to be treated as a corporation, for the purposes of Federal and State Income Tax.

Annual Report

60. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.
 - b. Income statement.
 - c. Balance sheet.
 - d. Cash flow statement.
 - e. A breakdown of the profit and loss attributable to each Member.

Goodwill

61. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

62. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

63. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

64. No Member may do any act in contravention of this Agreement.
65. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
66. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
67. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
68. No Member may confess a judgment against the Company.
69. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

70. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

71. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the

scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

72. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

73. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

74. The following actions will require the unanimous consent of all Members:
- a. Incurring Company liabilities over \$15,000.00.
 - b. Incurring a single transaction expense over \$15,000.00.
 - c. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.
 - d. Releasing any Company claim except for payment in full.

Amendment of this Agreement

75. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

76. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

77. Time is of the essence in this Agreement.
78. This Agreement may be executed in counterparts.

79. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
80. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
81. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
82. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
83. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
84. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

85. For the purpose of this Agreement, the following terms are defined as follows:
 - a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

- c. "Distributions" means a payment of Company profits to the Members.
- d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
- e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 14th day of April, 2020.


Michael Liljedahl (Member)


Nia Liljedahl (Member)



Alaska Marijuana Control Board

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

Form MJ-17d: Unaltered Operating Plan and/or Premises Diagram Affidavit

What is this form?

An operating plan and/or diagram affidavit is required to be submitted by the transferee for any marijuana establishment transfer license application where the transferee is not making changes to the operating plan and/or premises diagram approved by the Marijuana Control Board, in the course of the transfer application, per 3 AAC 306.045(e). By completing this form you are certifying that no changes will be made to the operating plan and/or premises diagram that have been previously submitted and approved for this license. This form replaces the information required by regulations 3 AAC 306.020(b)(8), 3 AAC 306.020(c), 3 AAC 306.315(2), 3 AAC 306.420, 3 AAC 306.520(2) and (3), and 3 AAC 306.615 if no changes are being made to your operating plan or diagram during the transfer.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license transfer application.

New Licensee:	East Peak Holdings, LLC	License Number:	10043		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Alaskan Greenery				
Premises Address:	3250 Richardson Highway				
City:	Valdez	State:	Alaska	ZIP:	99686

Section 2 - Certification

You must be able to certify at least one of the statements below. Read the following and then sign your initials in the applicable box(es) to the right:

Initials

I certify that there will be no changes to the operating plan for this license.

If the above statement is certified you will not be required to submit forms MJ-01 and MJ-03, MJ-04, MJ-05 or MJ-06.

I certify that there will be no changes to the premises diagram for this license.

If the above statement is certified, you will not be required to submit form MJ-02.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

Michael Liljedahl
Printed name of transferee



Notary Public in and for the State of Alaska

My commission expires: 6/27/22

Subscribed and sworn to before me this 14 day of April, 2020.