



# Public Notice

## Application for Marijuana Establishment License

**License Number:** 10122

**License Status:** Active-Operating

**License Type:** Limited Marijuana Cultivation Facility

**Doing Business As:** STONEY CREEK GROWERS, LLC

**Business License Number:** 1032575

**Email Address:** stoneycreekgrowers@gmail.com

**Latitude, Longitude:** 60.177635, -149.384230

**Physical Address:** 33485 VINEWOOD LN  
SEWARD, AK 99664  
UNITED STATES

### Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10035898

**Alaska Entity Name:** Stoney Creek Growers, LLC

**Phone Number:** 907-362-1796

**Email Address:** stoneycreekgrowers@gmail.com

**Mailing Address:** PO BOX 2675  
SEWARD, AK 99664-2675  
UNITED STATES

### Entity Official #1

**Type:** Individual

**Name:** Ryan Anger

**Phone Number:** 907-362-2776

**Email Address:** ryananger@hotmail.com

**Mailing Address:** PO BOX 2675  
SEWARD, AK 99664-2675  
UNITED STATES

### Entity Official #2

**Type:** Individual

**Name:** ERIKA ANGER

**Phone Number:** 907-362-1796

**Email Address:** erikaanger@hotmail.com

**Mailing Address:** PO BOX 2675  
SEWARD, AK 99664-2675  
UNITED STATES

*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](mailto:marijuana.licensing@alaska.gov) or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

**POSTING DATE** \_\_\_\_\_

# Alcohol & Marijuana Control Office

**License Number:** 10122**License Status:** Active-Operating**License Type:** Limited Marijuana Cultivation Facility**Doing Business As:** STONEY CREEK GROWERS, LLC**Business License Number:** 1032575**Designated Licensee:** ERIKA ANGER**Email Address:** stoneycreekgrowers@gmail.com**Local Government:** Kenai Peninsula Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 60.177635, -149.384230**Physical Address:** 33485 VINEWOOD LN  
SEWARD, AK 99664  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10035898**Alaska Entity Name:** Stoney Creek Growers, LLC**Phone Number:** 907-362-1796**Email Address:** stoneycreekgrowers@gmail.com**Mailing Address:** PO BOX 2675  
SEWARD, AK 99664-2675  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Ryan Anger**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-362-2776**Email Address:** ryananger@hotmail.com**Mailing Address:** PO BOX 2675  
SEWARD, AK 99664-2675  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** ERIKA ANGER**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-362-1796**Email Address:** erikaanger@hotmail.com**Mailing Address:** PO BOX 2675  
SEWARD, AK 99664-2675  
UNITED STATES**Note:** No affiliates entered for this license.

# Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 8/27/19

License #/Type: 10122

Standard Cultivation

Designated Licensee: Erika Anger

AMCO Case#:

DBA: Stoney Creek Growers LLC

Premises Address: 33485 VINEWOOD LN SEWARD, AK 99664

Mailing Address: PO BOX 2675 SEWARD, AK 99664

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

**Note: This is not an accusation or a criminal complaint.**

As of 8/26/2019, Stoney Creek Growers LLC, 10122, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

**3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.**

**IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.**

**\*Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office  
ATTN: Enforcement  
550 W. 7<sup>th</sup> Ave, Suite 1600  
Anchorage, Alaska 99501  
[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

# Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 9/18/19

License #/Type: 10122

Limited Cultivation

Designated Licensee: Erika Anger

AMCO Case#:

DBA: Stoney Creek Growers LLC

Premises Address: 33485 VINEWOOD LN SEWARD, AK 99664

Mailing Address: PO BOX 2675 SEWARD, AK 99664-2675

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**Note: This is not an accusation or a criminal complaint.**

As of 9/18/2019, Stoney Creek Growers LLC, 10122, Limited Cultivation license, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

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Received by:

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SIGNATURE:

Delivered VIA: Email

Date:

# Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 10/17/19

License #/Type: 10122

Limited Cultivation

Designated Licensee: Erika Anger

AMCO Case#:

DBA: Stoney Creek Growers LLC

Premises Address: 33485 VINEWOOD LN SEWARD, AK 99664

Mailing Address: : PO BOX 2675 SEWARD, AK 99664-2675

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

**Note: This is not an accusation or a criminal complaint.**

As of 10/17/2019, Stoney Creek Growers LLC, 10122, Limited Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

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SIGNATURE:

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Date:

# Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 11/13/19

License #/Type: 10122

Limited Cultivation

Designated Licensee: Erika Anger

AMCO Case#:

DBA: STONEY CREEK GROWERS

Premises Address: 33485 VINEWOOD LN SEWARD, AK 99664

Mailing Address: PO BOX 2675 SEWARD, AK 99664-2675

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

**Note: This is not an accusation or a criminal complaint.**

As of 11/8/2019, STONEY CREEK GROWERS, 10122, Limited Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation will be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

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Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:



September 27, 2020

RE: Correction to MJ-20 Renewal application

Dear AMCO Staff,

After receiving notification from the licensing examiner explaining we needed to correct our application due to unexplained violations, I reviewed our online tax account and found that we did receive what are labeled, 'Notice and Demand for Payment' letters from the Tax Division.

These letters were posted in our online Tax Account, not mailed or emailed. I was also unaware that a late tax payment notice is classified as a formal 'Notice of Violation'

As required in the renewal application, below is the explanation for the 4 violations, which were all due to delayed tax payments.

1. July 2019 – Tax in the amount of \$3,995.96. Due on June 30.  
Paid on Sept 25.
2. Oct 2019 – Tax in the amount of \$5,648.36. Due on Sept 30.  
Paid on Nov 18
3. Nov 2019 – Amount Due \$5.70 – Late fee was underpaid from Nov 18 payment. Paid Jan 2020.
4. July 2020 – Tax in the amount of \$5,060.28. Due on June 30.  
Paid on Aug 3. (Delayed payment due to Covid closing of Anchorage offices. Sent payment by check through mail instead.)

Sincerely,

Erika Anger

Stoney Creek Growers, LLC License # 10122

907-362-1796



Alaska Marijuana Control Board

# Form MJ-20: Renewal Application Certifications

### What is this form?

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 main 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:	Stoney Creek Growers, LLC	License Number:	10122		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Stoney Creek Growers, LLC				
Premises Address:	33485 Vinewood Lane				
City:	Seward	State:	Alaska	ZIP:	99664

## Section 2 – Individual Information

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

Name:	Erika Anger
Title:	Owner

## 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.

EA

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.

EA

I certify that a notice of violation has not been issued to this license between July 1, 2019 and June 30, 2020.

EA

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).

EA



# Form MJ-20: 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.

EA

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.

EA

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

EA

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

EA

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

EA

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.

EA

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

EA

As an applicant for a marijuana establishment license renewal, 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 application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

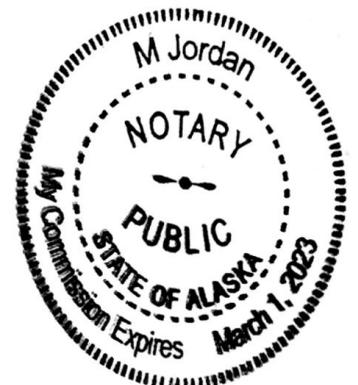
Erika Anger  
Signature of licensee

M Jordan  
Notary Public in and for the State of Alaska

Erika Anger  
Printed name of licensee

My commission expires: 3/1/23

Subscribed and sworn to before me this 4<sup>th</sup> day of August, 2020





**Alaska Marijuana Control Board**

**Form MJ-20: Renewal Application Certifications**

**What is this form?**

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 main 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:	Stoney Creek Growers, LLC	License Number:	10122		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Stoney Creek Growers, LLC				
Premises Address:	33485 Vinewood Lane				
City:	Seward	State:	Alaska	ZIP:	99664

**Section 2 - Individual Information**

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

Name:	Ryan Anger
Title:	Owner

**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.

RA

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.

RA

I certify that a notice of violation has not been issued to this license between July 1, 2019 and June 30, 2020.

~~RA~~ RA

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).

RA



# Form MJ-20: 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.

RA

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.

RA

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

RA

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

RA

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

RA

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.

RA

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

RA

As an applicant for a marijuana establishment license renewal, 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 application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

*Ryan Anger*

Signature of licensee

*Jessica Stallard*

Notary Public in and for the State of Alaska

*Ryan Anger*

Printed name of licensee

My commission expires: *April 24, 2022*

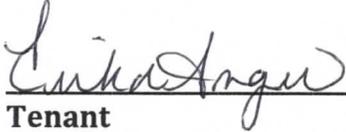
Subscribed and sworn to before me this 5<sup>th</sup> day of August, 2020.



## Gross Commercial Lease

### Addendum to Page 4 #17 Notice of Default

**\*Under any circumstances, landlord will not take possession of or remove marijuana from the premises. In the event that tenant defaults on lease, AMCO will be contacted immediately.**



Tenant

Stoney Creek Growers, LLC

7-19-18

Date



Landlord

Ryan Anger

7-19-18

Date

## Commercial Gross Lease

1. **Names.** This lease is made by Ryan Anger, Landlord, and StoneyCreekGrowers LLC Tenant.

2. **Premises Being Leased.** Landlord is leasing to Tenant and Tenant is leasing from Landlord the following premises:

Detached Shed at 33485 Vinewood Ln. Seward AK

**Part of Building Only.** Specifically, Tenant is leasing the \_\_\_\_\_ of the building.

**Shared Facilities.** Tenant and Tenant's employees and customers may use the following additional facilities in common with other tenants, employees, and customers:

Parking spaces: \_\_\_\_\_.

Restroom facilities: \_\_\_\_\_.

Storage areas: \_\_\_\_\_.

Hallways, stairways, and elevators: \_\_\_\_\_.

Conference rooms: \_\_\_\_\_.

Other: \_\_\_\_\_.

3. **Term of Lease.** This lease begins on 5-1-16 and ends on 5-1-21.

4. **Rent.** Tenant will pay rent in advance on the 1st day of each month. Tenant's first rent payment will be on 5-1-16 in the amount of \$ 300.00. Tenant will pay rent of \$ 300.00 per month thereafter.

Tenant will pay this rental amount for the entire term of the lease.

Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows: \_\_\_\_\_.

5. **Option to Extend Lease**

**First Option.** Landlord grants Tenant the option to extend this lease for an additional 5 years. To exercise this option, Tenant must give Landlord written notice on or before 5-1-21. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows:  
\_\_\_\_\_.

**Second Option.** If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for \_\_\_\_\_ years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before \_\_\_\_\_. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: \_\_\_\_\_.

6. **Security Deposit.** Tenant has deposited \$ 0 with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within \_\_\_\_\_ days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

7. **Improvements by Landlord**

Before the lease term begins, Landlord (at Landlord's expense) will make the repairs and improvements listed in Attachment 1 to this contract.

Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

8. **Improvements by Tenant.** Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage caused by attaching the items to or removing them from the premises.

**9. Tenant's Use of Premises.** Tenant will use the premises for the following business purposes: <sup>Marijuana</sup> ~~Cultivation~~ Tenant may also use the premises for purposes reasonably related to the main use.

**10. Landlord's Representations.** Landlord represents that:

A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.

B. The premises have not been used for the storage or disposal of any toxic or hazardous substance and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.

**11. Utilities and Services.** Landlord will pay for the following utilities and services:

Water

Electricity

Gas

Heat

Air-Conditioning

Any items not checked will be the responsibility of Tenant.

**12. Maintenance and Repairs**

A. Landlord will maintain and make all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.

B. Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.

C. Tenant will clean and maintain Tenant's portion of the building so that it will be kept in an attractive condition.

**13. Insurance**

A. Landlord will carry fire and extended coverage insurance on the building.

B. Tenant will carry public liability insurance; this insurance will include Landlord as an insured party. The public liability coverage for personal injury will be in at least the following amounts:

- \$ 0 per occurrence.
- \$ 0 in any one year.

C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.

D. Tenant will give Landlord a copy of all insurance policies that this lease requires Tenant to obtain.

#### **14. Taxes**

A. Landlord will pay all real property taxes levied and assessed against the premises.

B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

**15. Subletting and Assignment.** Tenant will not assign this lease or sublet any part of the premises without the written consent of Landlord. Landlord will not unreasonably withhold such consent.

#### **16. Damage to Premises**

A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.

B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to Landlord.

**17. Notice of Default.** Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

**18. Quiet Enjoyment.** As long as Tenant is not in default under the terms of this lease, Tenant will have the right to occupy the premises peacefully and without interference.

**19. Eminent Domain.** This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

**20. Holding Over.** If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

**21. Disputes**

**Litigation.** If a dispute arises, either party may take the matter to court.

**Mediation and Possible Litigation.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

\_\_\_\_\_.

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

**Mediation and Possible Arbitration.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

\_\_\_\_\_.

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

\_\_\_\_\_.

an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

Landlord need not participate in mediation or arbitration of a dispute unless Tenant has paid the rent called for by this lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

**22. Additional Agreements.** Landlord and Tenant additionally agree that:

\_\_\_\_\_.

**23. Entire Agreement.** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

**24. Successors and Assignees.** This lease binds and benefits the heirs, successors, and assignees of the parties.

**25. Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

(1) in person

(2) by certified mail, or

(3) by overnight courier.

**26. Governing Law.** This lease will be governed by and construed in accordance with the laws of the state of Alaska.

**27. Counterparts.** This lease may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

**28. Modification.** This lease may be modified only by a written agreement signed by all the parties.

**29. Waiver.** If one party waives any term or provision of this lease at any time, that

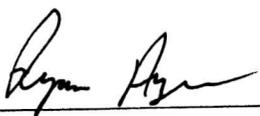
waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

**30. Severability.** If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

LANDLORD

Name of <sup>Owner</sup> Entity: Ryan Anger

a \_\_\_\_\_ incorporated in \_\_\_\_\_

By: 

Dated: 5-11-16

Printed Name: Ryan Anger

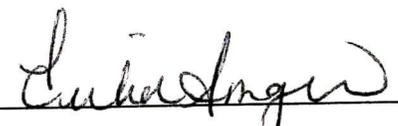
Title: Owner

Address: 33485 Vinewood Ln  
Seward, AK 99664

TENANT

Name of Business: Stony Creek Growers, LLC

a \_\_\_\_\_ incorporated in \_\_\_\_\_

By: 

Dated: 5-11-16

Printed Name: Erika Anger

Title: owner

Address: PO Box 2675  
Seward, AK 99664

GUARANTOR

By signing this lease, I personally guarantee the performance of all financial obligations of Stoney Creek under this lease.

Growers LLC

By: Erika Anger

Dated: 5-11-16

Printed Name: Erika Anger

Address: PO BOX 2675  
Seward, AK 99664

Department of Commerce, Community, and Economic  
Development

## CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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# ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	Stoney Creek Growers, LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10035898

**Status:** Good Standing

**AK Formed Date:** 2/19/2016

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

**Entity Mailing Address:** PO BOX 2675, SEWARD, AK 99664-2675

**Entity Physical Address:** 33485 VINEWOOD LN, SEWARD, AK 99664-2675

## Registered Agent

**Agent Name:** Erika Anger

**Registered Mailing Address:** PO BOX 2675, SEWARD, AK 99664-2675

**Registered Physical Address:** 33485 VINEWOOD LN, SEWARD, AK 99664-2675

## Officials

Show Former

AK Entity #	Name	Titles	Owned
	Erika Anger	Member	50.00
	Ryan Anger	Member	50.00

## Filed Documents

Date Filed	Type	Filing	Certificate
2/19/2016	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
2/19/2016	Initial Report	<a href="#">Click to View</a>	
1/11/2017	Change of Officials	<a href="#">Click to View</a>	
5/05/2017	Change of Officials	<a href="#">Click to View</a>	
1/05/2018	Biennial Report	<a href="#">Click to View</a>	
3/30/2020	Biennial Report	<a href="#">Click to View</a>	

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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

**Domestic Limited Liability Company**

**2020 Biennial Report**

For the period ending December 31, 2019

Web-3/30/2020 3:09:31 PM

**Due Date:** This report along with its fees are due by January 2, 2020

**Fees:** If postmarked before February 2, 2020, the fee is \$100.00.

If postmarked on or after February 2, 2020 then this report is delinquent and the fee is \$137.50.

**Entity Name:** Stoney Creek Growers, LLC

**Entity Number:** 10035898

**Home Country:** UNITED STATES

**Home State/Prov.:** ALASKA

**Physical Address:** 33485 VINEWOOD LN, SEWARD, AK  
99664-2675

**Mailing Address:** PO BOX 2675, SEWARD, AK 99664-2675

**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:** Erika Anger

**Physical Address:** 33485 VINEWOOD LN, SEWARD, AK  
99664-2675

**Mailing Address:** PO BOX 2675, SEWARD, AK 99664-2675

**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
Ryan Anger	BOX 2675, SEWARD, AK 99664	50.00	X
Erika Anger	BOX 2675, SEWARD, AK 99664	50.00	X

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

**Purpose:** Operate a limited marijuana cultivation facility

**NAICS Code:** 115112 - SOIL PREPARATION, PLANTING, AND CULTIVATING

**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:** Erika Anger

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR**

Stoney Creek Growers, LLC

A Member -Managed Limited Liability Company

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**ARTICLE I**  
**Company Formation**

1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 **NAME.** The name of the Company shall be: Stoney Creek Growers, LLC.

1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Erika Anger

PO Box 2675  
Seward AK 99664  
907-362-1796

1.4 **TERM.** The Company shall continue for a perpetual period.

(a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or

(d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alaska.

1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining

Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to Cultivate plants

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1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

33485 Vinewood Ln  
Seward, AK 99664

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Principal place of business may be changed at a location the Managers from time to time select.

1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

## **ARTICLE II** **Capital Contributions**

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is N/A.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

## **ARTICLE III** **Profits, Losses and Distributions**

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

## **ARTICLE IV** **Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

- 4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.
- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.6 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.9 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:
- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
  - (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

## **ARTICLE V** **Compensation**

5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

## **ARTICLE VI** **Bookkeeping**

6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) any additional capital contribution made by him/her;

(b) credit balances transferred from his distribution account to his capital account;  
and decreased by:

(a) distributions to him/her in reduction of Company capital;

(b) the Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

**ARTICLE VII**  
**Transfers**

- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

**CERTIFICATE OF FORMATION**

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of X pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Stoney Creek Growers, LLC, adopted by the members as of February, 19 2016.

**Members:**

\_\_\_\_\_  
Signature

Printed Name Ryan Anger

Percent: 50 %

\_\_\_\_\_  
Signature

Printed Name Erika Anger

Percent: 50 %

\_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Percent: \_\_\_\_\_ %

\_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Percent: \_\_\_\_\_ %

**EXHIBIT 1**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR**

---

**LISTING OF MANAGERS**

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

\_\_\_\_\_  
Printed Name XXX  
\_\_\_\_\_  
Chief Executive Manager

\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this \_\_\_\_\_ day of XXX, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Member Printed Name XXX

\_\_\_\_\_  
Signature of Member Printed Name \_\_\_\_\_

\_\_\_\_\_  
Signature of Member Printed Name \_\_\_\_\_

**EXHIBIT 2**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR**

---

**LISTING OF MEMBERS**

As of the \_\_\_\_\_ day of XXX, 20\_\_\_\_ the following is a list of Members of the Company:

**Name** XXX **Percent** \_\_\_\_\_ %  
Address \_\_\_\_\_

**Name** \_\_\_\_\_ **Percent** \_\_\_\_\_ %  
Address \_\_\_\_\_

**Name** \_\_\_\_\_ **Percent** \_\_\_\_\_ %  
Address \_\_\_\_\_

**Name** \_\_\_\_\_ **Percent** \_\_\_\_\_ %  
Address \_\_\_\_\_

Authorized by Member(s) to provide Member Listing as of this \_\_\_\_\_ day of XXX, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Signature of Member

**EXHIBIT 3**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR**

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**CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$ XXX. The description and each individual portion of this initial contribution is as follows:

XXX	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

XXX  
\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

## CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of \_\_\_\_ pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Stoney Creek Growers, LLC, adopted by the members as of February, 19 2016.

### Members:

Ryan Anger  
Signature

Printed Name Ryan Anger

Percent: 50 %

Erika Anger  
Signature

Printed Name Erika Anger

Percent: 50 %

\_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Percent: \_\_\_\_\_ %

\_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Percent: \_\_\_\_\_ %