Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

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

Licensee:	Alaskan Leaf, LLC	**License Number:**	10577		
License Type:	Retail Marijuana Store				
Doing Business As:	ALASKAN LEAF, LLC				
Physical Address:	1211 West 36th Avenue, Suite A				
City:	Anchorage	**State:**	AK	**Zip Code:**	99503
Designated Licensee:	Loren Dreyer				
Email Address:	lorendreyer@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Proof of Possession for Proposed Premises

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

1209 'A' W. 36TH AVENUE BUILDING
ANCHORAGE, ALASKA

LEASE

THIS LEASE made this 16th day of May 2016, by and between T & M Development, LLC, hereinafter referred to as Lessor, and Alaskan Leaf, LLC, hereinafter referred to as Lessee.

WITNESSETH

That the parties hereto do hereby mutually agree as follows:

1. **Leased premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, **36th Ave Retail Condominium Unit A** of that certain building in Demers Subdivision, Lot 23A located in the Anchorage Recording District, Third Judicial District, State of Alaska, herein described as follows

1211 West 36th Avenue, Suite A
Anchorage, Alaska 99503

Together with a non-exclusive right, subject to the provisions hereof, to use all common parking areas designated by Lessor for use by tenants of the subject building.

2. **Lease Term and Option.** The term of this lease shall be for **Three Years** commencing on October 1, 2016 and expiring on September 31, 2019, if the Premises are available to Lessee and the Paragraph No. 5, 6 & 7 Contingencies are met. Lessee will be given access to the space on October 1, 2016 pending receipt by Lessor of (i) a Certificate of Insurance from the Lessee evidencing required liability insurance, (ii) first months rent and (iii) Security Deposit.

Option Term: Lessee shall have one (1) successive option to extend the Lease Term for a period of sixty (60) months ("Option Term") at the then fair market rent with 3% annual escalators, exercisable in writing no less than 180 calendar days prior to the expiration of the original Lease Term. Option rent shall not be less than the rent paid in the preceding period;

3. **Rent/Late Fee.** Lessee agrees to pay, in advance, on the **first day of every month** as rental for the leased premises the **monthly sum as follows:**

October 1, 2016 to September 31, 2018	$2,800.00
October 1, 2018 to September 31, 2019	$2,912.00 subject to the below condition:

The parties acknowledge that the Premises is currently leased to another tenant.
If the current tenant terminates its Lease and vacates before October 1, 2016, then Alaskan Leaf, LLC (Lessee) shall begin making Interim Rental payments in the amount of $1,400.00 per month, hereinafter "Interim Rent" to Lessor to replace lost rents until such time as Alaskan Leaf, LLC enters into this Lease contemplated as October 1, 2016. If the time needed to provide a 30-Day Termination Notice to the current tenant means that the Premises will not be available until November 1, 2016, then this Lease will start November 1, 2016. The Interim Rental payments continue until this Lease becomes effective. Interim Rent obligations cease when this

Lease becomes effective, or if Alaskan Leaf, LLC fails to obtain a Marijuana License, or no later than December 31, 2016.
If Alaskan Leaf, LLC does not obtain a Marijuana License by December 31, 2016, then this Lease and any further rental obligations will cease and this Lease will be of no further effect and will be void. Any rents and deposits given to Lessor will then be considered forfeited in full to Lessor as a lease termination penalty.

In the event the present tenant vacates before Alaskan Leaf, LLC has obtained a Marijuana License, then Alaskan Leaf, LLC shall be granted full access to the Premises at the Interim Rent rate of $1,400.00 per month until such time as Alaskan Leaf, LLC obtains a Marijuana License. Upon being granted a Marijuana License, Alaskan Leaf, LLC will start paying rent at the rate of $2,800.00 per month, no later than December 31, 2016 and the Premises will be fully available to Alaskan Leaf, LLC.

Note: Alaskan Leaf, LLC has a need to place a Public Notice on the Premises. Lessor will make available space as required by law for a Public Notice to be placed on the Premises. However, it is desired that the current tenant remain in the Premises until such time as the Contingencies mentioned herein are met and when Alaskan Leaf, LLC has received its license(s).

During the term of this lease, Lessee will be assessed a **late fee of 5.0%** for payments not received by the closing of the seventh day of the month. Lessee will also be assessed a $35.00 fee for any non-sufficient funds (NSF) received. If lessor receives a NSF check, Lessee will be required to pay immediately in person with a cashier's check or money order for all amounts due. Any legal fees required to collect such funds will be paid by the Lessee.

3.1. Payment of Rent. All rent payments shall be sent to Lessor at the following address payable to: **T & M DEVELOPMENT, LLC., 100 W. 15TH AVENUE, UNIT A, ANCHORAGE, ALASKA 99501**, or to such other address as LESSOR may from time to time designate.

4. Deposit. Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor a security deposit in the amount of $2,800.00. Upon termination of the Lease, the amount of damages which the Lessor suffered by reason of the Lessee's noncompliance of this agreement and with Section 34.03.120 Alaska Statutes, or for such amount as is necessary to clean the premises, repair all damages, or remedy any breach of this agreement will become due and payable. Within 14 days after termination of the lease and delivery of possession and keys by the Lessee, Lessor will deliver to the Lessee in writing, the itemized amounts of rent due, damages and cleaning costs.

5. Contingencies. This Lease is contingent upon Alaskan Leaf, LLC obtaining a State of Alaska Marijuana License for cultivation and retail sales (the intended use of the Premises) by December 31, 2016. This Lease is also contingent upon the Alaska Marijuana Control Board's and the Municipality of Anchorage's approval of the Premises for the intended uses. In addition, Lessee shall submit a complete set of financials and a credit report to Lessor for approval at Lessor's sole discretion.

6. Contingency upon Inspection. This Lease is contingent upon inspection of the Premises by the Lessee before September 1, 2016.

7. Contingency upon Verification of Electrical Power. This Lease is contingent upon inspection of the Premises to verify electric power presently being supplied to the Premises is adequate to operate the cultivation operation.

8. Use of Leased Premises. The leased premises shall be used for a legal, licensed cannabis cultivation and retail sales of cannabis products and paraphernalia and for no other purpose. Lessee shall not use or permit the leased premises or any part thereof to be used for any purpose in violation of any municipal, borough, state, federal, or other governmental law, ordinance, rule or regulation. Lessee agrees that Lessee, together with all other personnel entering and/or occupying the leased premises at Lessee's request or with Lessee's permission, will abide by, keep and observe all reasonable rules and regulations which Lessor may make from time to time for the management, safety, care and cleanliness of 1211 West 36th Avenue Building, Suite A, and the preservation of good order therein, as well as for convenience of other occupants and tenants of the building. The violation of any such rules and regulations shall be deemed a material breach of the lease by Lessee. Any changes to the format of Lessee's business shall require the prior written consent of the Lessor.
Lessee shall comply with all laws relating to its use of the Premises and shall observe such reasonable rules and regulations as may be adopted and published by Lessor for the safety, care and cleanliness of not only the Premises but also the Building and for the preservation of good order therein. Lessee at Lessees expense shall take any and all steps necessary to prevent noxious odors from penetrating into other leased spaces in the Building including but not limited to appropriate ventilation in accordance to Municipal code requirements.

9. Advertising – Signs. Lessee shall not place any sign upon the leased premises (interior or exterior) without the Lessor's prior written consent. The Lessee has permission, at Lessee's sole cost, to have a professional sign vendor, replace the existing can sign plexiglass with a professionally made sign only. Lessee shall be responsible for the cost of the sign, sign facia(s), installation, permits, power to sign, and removal thereof at expiration or termination of the Lease.

10. Utilities and Other Services Furnished by Lessor. Lessor shall at its expense, furnish the following to Lessee during the lease term for the entire building which address is 1211 W. 36th Avenue.

Parking Lot maintenance
Water/Sewer Utility

Lessee shall at its expense, furnish the following for the entire building of 1211 W 36th Ave, Unit A during the term of the lease:

Electric (Electricity account with Chugach Electric will transferred to the Lessee upon occupancy).
Refuse Removal
Contents Insurance
Lessee's Liability and Personal Property Insurance
Natural Gas Utility
Security. Lessee shall be responsible for security services for the Premises as may be required by the Municipality of Anchorage for Lessee's specific use.

Lessor shall not be liable for any loss damage caused by or resulting from any variation, interruption or failure of said utilities and services beyond Lessor's reasonable control; and no

temporary interruption or failure of any such utilities and services incident to the making of repairs, alterations or improvement, or due to accident, strike or conditions or events beyond Lessor's reasonable control shall be deemed as an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder.

11. Janitorial Service. The Lessee shall provide janitorial services, to include cleaning up the trash (cigarette butts, breaking down the boxes from your business) in the area of the back door and depositing them in the trash receptacle on a nightly basis. No storage or sales of items will be made outside the front or back doors to include empty boxes or empty pallets.

12. Taxes. Lessee shall pay any and all taxes levied on personal property, equipment, trade or other fixtures in the leased premises owned or installed by Lessee to include leasehold improvements and betterments, and any license and excise fees other fees or taxes related to Lessee's specific use, occupation taxes covering business conducted on the leased premises by the Lessee, and any sales taxes on rentals rented by Lessee payable hereunder. Lessor shall pay any real property taxes and assessments payable on 1211 W. 36th, Unit A Avenue Building and the associated Real Property.

13. Alterations. Lessee shall not make any alterations, additions, or improvements in or to the leased premises without first obtaining the written consent of Lessor. Any such alterations, additions and improvements consented to by Lessor shall be made at Lessee's expense. Lessee shall secure all governmental permits required in connection with such work, and shall hold Lessor harmless from all liabilities and liens resulting therefrom. All alterations, additions and improvements, expect trade fixtures and appliances and equipment which do not become attached to the building, shall immediately become the property of the Lessor without obligation to pay thereof. Upon removal of the trade fixtures and appliances and equipment which do not become attached to the building, Lessee shall restore the leased premises to the same condition that they were in prior to the installation of said items. Any items or fixtures installed by Lessor as tenant improvements shall be property of the Lessor. If the heating needs to be configured as a result of interior walls, such costs shall be made at the Lessee's expense. Lessee is authorized to upgrade the electrical service to a minimum of 200 Amperes if the Premises does not currently have this capacity. Lessee will obtain written permission from Lessor to upgrade above 200 Amperes electric service if needed, which permission shall not be withheld unreasonably. Any improvements to be made by a licensed and insured contractor.
It is understood that Lessee's plans and specifications for improvements are subject to the approval of the applicable local government authorities and Lessor. Any required governmental permits will be the sole responsibility of Lessee. Lessee accepts the Premises it is "as-is" condition.

14. Maintenance and Repairs. Lessor shall, at its expense, maintain and keep in good repair the foundations, exterior walls, common areas, heating, ventilation, roof and other structural portions of 1211 W. 36th, Unit A Avenue Building. Lessee shall at its expense maintain in good condition and repair, the interior of the leased premises at all times, including but not limited to light bulbs and ballasts, locks, doors, window and sash, carpets, plumbing fixtures, towel dispensers, counters, etc., all in accordance with the laws of the State of Alaska and all directions and regulations of governmental agencies having jurisdiction over such matters. Lessee agrees to maintain replacement of the light ballasts on regular basis to reduce fire hazard (also lessens electrical usage). Lessee shall commit no waste of any kind in or about the leased premises, and Lessee shall pay for all damage to the building, as well as damage to tenants or occupants thereof, caused by Lessee's misuse or neglect of the leased premises, its apparatus or appurtenances. At the expiration of the term thereof, Lessee shall

promptly and peacefully surrender the leased premises in good condition, normal wear and tear and damage by fire or other casualty excepted. The premises will be inspected by the Lessee and accepted according to their existing condition at the time of execution of this agreement.

15. Assignment – Sublease. Lessee shall not assign or transfer this lease or any interest therein, nor sublet any portion of the lease premises nor shall this lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise, without first obtaining the written consent of Lessor. Any assignment of this lease by Lessee shall not release Lessee from any of its duties or obligations hereunder.

If Lessee is a corporation, then any merger, consolidation or liquidation to which it may be party or any charge in the ownership of or power to vote the majority of its outstanding voting stock shall constitute an assignment or transfer of this lease for the purposes of this paragraph.

16. Indemnification and Insurance. Lessor shall not be liable to Lessee or to any persons for any injury to or death of any person, or for loss or damage to property (including property of Lessee) occurring in the Lessee's premises due to negligence on the part of the Lessee. Lessee agrees to indemnify and save Lessor harmless from all loss, damage, liability and expense (including expense of defending claims) relating to any actual or alleged loss or damage to property caused by or resulting from any occurrence on the leased premises due to negligence on the part of the Lessee. Lessee shall at Lessee's expense maintain liability and personal property insurance with an insurance company or companies satisfactory to Lessor in the **minimum limits of $1,000,000.00 combined single limit** which covers bodily injuries and property damage, to indemnify both Lessor and Lessee with regard to the items which Lessee has herein agreed to indemnify and hold Lessor harmless. **Such policy or policies shall name Lessor as additional insured,** and shall be non-cancelable as to Lessor except upon at least 10 days prior written notice given to Lessor. Lessee shall furnish Lessor with a *Certificate of Insurance* evidencing that said insurance is in effect prior to release of keys and occupancy of premises.

17. Inspection. Lessor may retain a pass key to the leased premises and Lessor and its agents shall have the right to inspect within 24 hours of notification the leased premises at all reasonable times and to enter the same whenever reasonably necessary to exercise any right or privilege of Lessor under this lease. Lessor shall not be liable for the consequences of admitting by pass key or refusing to admit to the leased premises the Lessee or any of Lessee's agents or employees or other persons claiming the right of admittance. In the event security measures for the Premises as dictated by the State of Alaska render a "pass key" inoperable, Lessee will make all arrangements necessary for Lessor to perform inspections as needed in a reasonable manner. If required by the Municipality of Anchorage Fire Department, a key to the Premises will be installed in a knox box on the exterior of the Building.

Lessor may, at any time, place on or about the Building any ordinary "For Lease" signs and may, during the last ninety (90) days of the term of this Lease, place on or about the Premises any ordinary "For Sale or Lease" signs, without rebate of rent or liability to Lessee.

18. Eminent Domain. If the entire leased premises shall be taken by any public or governmental authority under the power of eminent domain, the term of this lease shall cease as of the date of possession taken by such authority and the rent shall be paid up to date. If only a part of the leased premises shall be taken and the remainder remains tenantable for the purpose for which Lessee has been using the leased premises, than this lease shall continue in

effect, except that the rental shall be reduced in proportion to the amount of the floor area (in terms of square feet) of the leased premises taken, and Lessor at its expense shall make all necessary repairs and alterations to the leased premises required by such taking. All damages awarded for such taking may be retained by Lessor whether such damage is awarded as compensation for diminution in the value of the leasehold or to the fee of the leased premises, but Lessor shall not be entitled to portion of the award made to Lessee for cost of removal of stock and fixtures. The term "eminent domain" as used herein shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu thereof.

19. Fire and Other Casualty. Should the leased premises be damaged by fire or other casualty, and if the damage is repairable within four weeks from the date of the occurrence (with the repair work and the preparations therefore to be done during regular working hours on regular work days), the damages shall be repaired with due diligence by Lessor, and in the meantime the monthly rental shall be abated in the un-tenantable portion of the leased premises. Should they be damaged cannot be repaired within four weeks of the occurrence, Lessor shall have the option to terminate this lease, and Lessor shall advise Lessee within 15 days after the happening of any such damage whether Lessor has elected to continue the lease in effect or to terminate it. If Lessor shall elect to continue this lease in effect, it shall commence and prosecute with reasonable diligence any work necessary to restore or repair the leased premises. If Lessor shall fail to notify Lessee of its election within 15-day period, or shall not have commenced the restoration or repair work within said period, Lessor shall be deemed to have elected to terminate. The commencement by Lessor of repair work shall be deemed to constitute notice that Lessor has elected to restore or repair the leased premises. For the period from the occurrence of any damage to the leased premises to the date of completion of the repairs (or to the date of termination of the lease if Lessor shall elect not to restore the leased premises) the monthly rental shall be abated in the same proportion as the un-tenantable portion of the leased premises bears to the whole thereof.

20. Waiver of Subrogation. Lessee and Lessor hereby mutually releases each other from liability and waive all right of recovery against each other for any loss perils insured against under their respective fire insurance policies, including any extended coverage and endorsements thereto; provided, however, that this paragraph shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of Lessor or Lessee.

21. Defaults. Time is the essence hereof, and in the event that the Lessee shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this lease, and is such default or violation shall continue or shall not be remedied within seven (7) days after notice in writing thereof given by Lessor to Lessee specifying the matter claimed to be in default, Lessor at its option may immediately declare Lessee's rights under this lease terminated, and re-enter the leased premises and repossess itself thereof, as of its former estate, removing all persons and effects therefrom. If upon re-entry of Lessor, there remains any personal property of Lessee or others upon the leased premises, Lessor may (but without the obligation to do so) remove said personal property and place the same in a public warehouse or storage as may be reasonable, at the expense and risk of the owners thereof, and Lessee shall reimburse Lessor for any expense incurred by Lessor in connection with said removal and/or storage. Notwithstanding any such re-entry, the liability of Lessee for the full rental provided for herein shall not be extinguished for the balance of the term of this lease, and Lessee shall make good to Lessor each month during the balance of said term any deficiency arising from a re-letting of the leased premises at a lesser rental than that herein agreed upon as the monthly rental, plus

the cost of renovating the leased premises back to the original condition in order to obtain a new tenant.

22. Liens and Encumbrances. Lessee shall keep the leased premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the leased premises by Lessee.

23. Waiver. Neither the acceptance of rent nor any other act of omission of Lessor at any time or times after the happening of any event which would enable Lessor to cancel this lease or declare Lessee's interest hereunder forfeited, shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Lessor of its right to cancel or forfeit this lease, upon the written notice provided for herein at any time that cause for cancellation or forfeiture may exist, or be construed so as to at any future time stop Lessor from promptly exercising any other option, right or remedy that it may have any term or provision of the lease.

24. Notice. All notices hereunder must be sent by certified or registered mail to the following respective addresses:

To Lessor: T&M Development, LLC
c/o Mark Rowley
100 West 15th Avenue Unit A
Anchorage, Alaska 99501
907-244-3000

To Lessee: Loren Dreyer
Alaskan Leaf, LLC.
1211 W 36th Avenue, Unit A
Anchorage, AK 99503
Phone: 541-556-0768

Or to such other respective address as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

25. Holding Over. If Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the state in which the Premises are located. During such tenancy, Lessee agrees to pay Lessor at an equal rate to One Hundred Twenty Five percent (125%) of the rental rate in effect at the expiration of this Lease, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable. Should Lessee hold over after the expiration of the term of this Lease, without the written consent of Lessor, Lessee agrees to pay Lessor at a rate equal to Two Hundred percent (200%) of the rental rate in effect at the expiration of the Lease.

26. Successors or Assigns. Subject to the restrictions stated in paragraph 15 hereof, all the terms, conditions, covenants and agreements of this lease shall extend to and be binding upon any person, firm or corporation coming into ownership or possession of any interest in the leased premises by operation coming into ownership or possession of any interest in the leased premises by operation of law or otherwise, and shall be constructed as covenants running with the land.

27. Definitions. The words "Lessor" and "Lessee" as used in this lease or in any other instruments referred to in or made a part of this lease shall include both singular and plural, the masculine and feminine, a corporation, co partnership, individual or person acting in a fiduciary capacity as an executor, administrator, trustee or in any other representative capacity. All covenants herein contained upon the part of Lessee shall be joint and several. The titles of paragraphs herein are for identification only and are not to be considered to be part of the lease nor to be restrictive in any manner of the provisions of any of the paragraphs of the lease.

28. Covenant Not To Finance. Lessor agrees that the leased Premises will not be financed with a loan(s) or mortgage instrument(s) and that the Premises will be free and clear of any financing instruments or obligations during the term of this Lease.

29. Keys. Locks shall not be charged, added or re-keyed without written permission from Lessor or as may be dictated by State of Alaska regulations as per Paragraph No. 17. In any event, duplicate keys to all locks shall be provided and held by Lessor. Lessor shall not be responsible for costs of duplicating keys, either for exterior doors or for doors to the premises in the event Lessor re-keys or changes locks of all or part of the building.

30. Covenant of Quiet Enjoyment. Lessor covenants that so long as Lessee pays the rent and any additional rent required under this lease and performs its covenants, Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term provided, subject to the provisions of this lease. Said lease shall survive any full or partial transfer of ownership and Lessee's occupancy shall not be disturbed in the event of such transfer.

31. Non-Smoking Policy: The Premises and Building has a non-smoking policy and smoking shall be prohibited within the Premise and Building and shall not be allowed in close proximity of the entry doors to the Premises and Building where smoke can enter. Lessee hereby agrees to abide by this policy during their tenancy and to assure that professional appearance ash containers are kept by the front and rear entrances to the Lessee's leased premises for customers and employees.

32. Parking. The building has open common parking provided that the condemnation or other taking by any public authority or sale in lieu of condemnation of any or all of such common and parking areas shall not constitute a violation of this covenant. Lessee hereby agrees to not place any "For Customers Only" signs on the premises.

Use of the parking areas shall be limited to parking automobiles in designated spaces for the purpose of carrying on or conducting business in the Building and in no event shall automobiles be parked upon the Property overnight without the express written consent of Lessor and then at the risk of the automobile owner. In no event shall Lessor be held responsible for damages or loss resulting to automobiles parked upon the Property.

33. Tenant Improvements: Lessee accepts the Premises in its "as is where is" condition with no improvements to be made by Lessor.

34. Brokerage and Disclosure. Lessor and Lessee acknowledge that Mark Rowley of Pacific Tower Properties, Inc. is the sole representative of the Lessor only. Mark Rowley is a member of Lessor's limited liability company and has a financial interest in the Premises and Building. Lessee has engaged the services of Jim Arnesen of Pacific Tower Properties, Inc. as a Neutral Licensee to accommodate this transaction. If a fee is to be paid to Jim Arnesen they will be paid by Lessor (Lessor's broker).

35. Recording. Lessee shall not record this Lease without the prior written consent of Lessor. However, upon request of either party, both parties shall execute a memorandum or "short form" of this Lease for the purposes of recordation in a form customarily used for such purposes. Said memorandum or short form of this Lease shall describe the parties, the Premises and the Lease term, and shall incorporate this Lease by reference.

36. Lease Not Offer The submission of this Lease to Lessee shall not be construed as an offer, nor shall Lessee have any rights with respect thereto unless and until Lessor executes a copy of this Lease and delivers the same to Lessee.

37. Hazardous Substance Disclosure. Lessee shall promptly disclose to Lessor, in writing, if Lessee knows, or has reasonable cause to believe, that any toxic dangerous, or hazardous substance, as those terms are defined under federal, state, or local law, has come to be located in, on, or about, over, or beneath the premises. In addition, Lessee shall execute a written statement to Lessor no later than thirty (30) days after the end of each lease year describing in detail any and all toxic, dangerous, or hazardous substances, as those terms are defined under federal, state, or local law, which Lessee knows, or has reasonable cause to believe, have come to be located in, on, about, over, or beneath their premises, or that there are no toxic, dangerous, or hazardous substances in, on about, over, or beneath the Premises.

37.1 Hazardous and Toxic Substances. Lessee agrees that so long as this Lease shall remain in effect, that the property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, including medical waste, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable state or local laws, or regulations. Lessee agrees to fully indemnify and hold harmless Lessor against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

LESSOR: T & M Development, LLC.

By: _____
Mark Rowley

Executed on: 5/16/2016
Its: Member

LESSEE: Alaskan Leaf, LLC

By: _____
Loren Dreyer

Its: Managing Member

Executed on: 5/16/2016

FIRST AMENDMENT TO LEASE

This First Amendment to Lease, dated for reference purpose only, August 16, 2016, shall be attached to and be a part of that certain Lease dated May 16, 2016 ("Lease") by and between T & M Development, LLC ("Lessor") and Alaskan Leaf, LLC ("Lessee").

Recitals

WHEREAS, Lessee and Lessor entered into a Lease on or about May 16, 2016, for leasing the property commonly known as 1211 West 36th Avenue, Suite A, Anchorage, Alaska, 99503, Anchorage Recording District, Third Judicial District, State of Alaska, herein described as the "Premises".

WHEREAS, Lessee and Lessor desire to amend the Lease only with respect to the specific terms stated below, and all other terms and conditions in the Lease Agreement shall remain unchanged.

Agreement

NOW, THEREFORE, in consideration of the foregoing and of the agreements herein contained, Lessee and Lessor agree as follows:

1. **Removal of Property** If Lessee shall fail to remove any of its property of any nature whatsoever from the Leased Premises or the Building at the expiration or termination of this Lease or when Lessor has the right of reentry, Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. If Lessee shall not pay the cost of storing any such property after it has been stored for a period of ten (10) days or more, Lessor may, at its option, sell or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Lessor in its sole discretion may deem proper, without notice to Lessee, and shall apply the proceeds of such sales as follows: first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Lessor from Lessee under any of the terms hereof; and fourth, the balance, if any, to Lessee.

a. Removal of property by Lessor shall exclude marijuana or marijuana product. Lessor shall contact the Alcohol and Marijuana Control Office (AMCO) for regulations and process. However, Lessee will be charged for any fees and expenses incurred for such removal of marijuana and marijuana products in addition to a storage fee of $100.00 per day for such products.

2. **Disclosures.**

2.1 DISCLOSURE licensee Relationships: The Lessor and Lessee acknowledge the following:

(a) Leasing Broker, Mark W. Rowley with Pacific Tower Properties, Inc., is exclusively represents the Lessor and may assist the Lessee in this transaction.

(b) Conflict of Interest. Mark Rowley is a member of Lessor's limited liability company and has a financial interest in the Premises and Building.

3. **Lease Not An Offer.** The submission of this Amendment to Lessee shall not be construed as an offer, nor shall Lessee have any rights with respect thereto unless and until Lessor executes a copy of this Amendment and delivers the same to Lessee.

All other terms, conditions, covenants, and provisions shall remain unchanged and in full effect. Lessee and Lessor hereby agree to this Amendment and reaffirm the Lease as amended.

This Amendment contains two (2) pages.

LESSOR: T & M Development, LLC.

By: _____
Mark Rowley

Executed on: 08/16/2016

Its: Member

LESSEE: Alaskan Leaf, LLC

By: _____
Loren Dreyer

Its: Managing Member

Executed on: 8/16/16

ALASKA REAL ESTATE COMMISSION
CONSUMER DISCLOSURE

This Consumer Disclosure, as required by law, provides you with an outline of the duties of a real estate licensee (licensee). This document is not a contract. By signing this document you are simply acknowledging that you have read the information herein provided and understand the relationship between you, as a consumer, and a licensee. (AS 08.88.600 – 08.88.695)

There are different types of relationships between a consumer and a licensee. Following is a list of such relationships created by law.

Specific Assistance

The licensee does not represent you. Rather the licensee is simply responding to your request for information. And, the licensee may "represent" another party in the transaction while providing you with specific assistance.

Unless you and the licensee agree otherwise, information you provide the licensee is not confidential.

Duties ***owed*** to a consumer by a licensee providing specific assistance include:

a. Exercise of reasonable skill and care;
b. Honest and good faith dealing;
c. Timely presentation of all written communications;
d. Disclosing all material information known by a licensee regarding the physical condition of a property; and
e. Timely accounting of all money and property received by a licensee.

Representation

The licensee represents only one consumer unless otherwise agreed to in writing by all consumers in a transaction.

Duties ***owed*** by a licensee when representing a consumer include:

a. Duties owed by a licensee providing specific assistance as described above;
b. Not intentionally take actions which are adverse or detrimental to a consumer;
c. Timely disclosure of conflicts of interest to a consumer;
d. Advising a consumer to seek independent expert advice if a matter is outside the expertise of a licensee;
e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
f. Making a good faith and continuous effort to accomplish a consumer's real estate objective(s).

Neutral Licensee

A neutral licensee is a licensee that provides specific assistance to both consumers in a real estate transaction but does not "represent" either consumer. A neutral licensee must, prior to providing specific assistance to such consumers, secure a Waiver of Right to be Represented (form 08-4212) signed by both consumers.

Duties ***owed*** by a neutral licensee include:

a. Duties owed by a licensee providing specific assistance as described above;
b. Not intentionally taking actions which are adverse or detrimental to a consumer;
c. Timely disclosure of conflicts of interest to both consumers for whom the licensee is providing specific assistance;
d. If a matter is outside the expertise of a licensee, advise a consumer to seek independent expert advice;
e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
f. Not disclosing the terms or the amount of money a consumer is willing to pay or accept for a property if different than what a consumer has offered or accepted for a property.

If authorized by the consumers, the neutral licensee may analyze and provide information on the merits of a property or transaction, discuss price terms and conditions that might be offered or accepted, and suggest compromise solutions to assist consumers in reaching an agreement.

Designated Licensee

In a real estate company, a broker may designate one licensee to represent or provide specific assistance to a consumer and another licensee in the same office to represent or provide specific assistance to another consumer in the same transaction.

ACKNOWLEDGEMENT:

I/We, Alaskan Leaf, LLC have read the information provided in this Alaska Real Estate
(print consumer's name(s))

Consumer Disclosure and understand the different types of relationships I/we may have with a real estate licensee. I/We understand that Mark Rowley of Pacific Tower Properties, Inc.
(licensee name) *(brokerage name)*

will be working with me/us under the relationship(s) selected below.

(Initial)

_____ **Specific assistance without representation**.

_X_ **Representing the Seller/Lessor only**. (may provide specific assistance to Buyer/Lessee)

_____ **Representing the Buyer/Lessee only**. (may provide specific assistance to Seller/Lessor)

_____ **Neutral Licensee.** (must attach Waiver of Right to be Represented, form 08-4212)

Date: 5/16/2016 Signature: _____
(Licensee) Mark Rowley

Date: 5/16/2016 Signature: _____
(Consumer) Alaskan Leaf, LLC

Date: 5/16/2016 Signature: _____
(Consumer) T & M Development, LLC

THIS CONSUMER DISCLOSURE IS NOT A CONTRACT

ALASKA REAL ESTATE COMMISSION
CONSUMER DISCLOSURE

This Consumer Disclosure, as required by law, provides you with an outline of the duties of a real estate licensee (licensee). This document is not a contract. By signing this document you are simply acknowledging that you have read the information herein provided and understand the relationship between you, as a consumer, and a licensee. (AS 08.88.600 – 08.88.695)

There are different types of relationships between a consumer and a licensee. Following is a list of such relationships created by law.

Specific Assistance

The licensee does not represent you. Rather the licensee is simply responding to your request for information. And, the licensee may "represent" another party in the transaction while providing you with specific assistance.

Unless you and the licensee agree otherwise, information you provide the licensee is not confidential.

Duties ***owed*** to a consumer by a licensee providing specific assistance include:

a. Exercise of reasonable skill and care;
b. Honest and good faith dealing;
c. Timely presentation of all written communications;
d. Disclosing all material information known by a licensee regarding the physical condition of a property; and
e. Timely accounting of all money and property received by a licensee.

Representation

The licensee represents only one consumer unless otherwise agreed to in writing by all consumers in a transaction.

Duties ***owed*** by a licensee when representing a consumer include:

a. Duties owed by a licensee providing specific assistance as described above;
b. Not intentionally take actions which are adverse or detrimental to a consumer;
c. Timely disclosure of conflicts of interest to a consumer;
d. Advising a consumer to seek independent expert advice if a matter is outside the expertise of a licensee;
e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
f. Making a good faith and continuous effort to accomplish a consumer's real estate objective(s).

Neutral Licensee

A neutral licensee is a licensee that provides specific assistance to both consumers in a real estate transaction but does not "represent" either consumer. A neutral licensee must, prior to providing specific assistance to such consumers, secure a Waiver of Right to be Represented (form 08-4212) signed by both consumers.

Duties ***owed*** by a neutral licensee include:

a. Duties owed by a licensee providing specific assistance as described above;
b. Not intentionally taking actions which are adverse or detrimental to a consumer;
c. Timely disclosure of conflicts of interest to both consumers for whom the licensee is providing specific assistance;
d. If a matter is outside the expertise of a licensee, advise a consumer to seek independent expert advice;
e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
f. Not disclosing the terms or the amount of money a consumer is willing to pay or accept for a property if different than what a consumer has offered or accepted for a property.

If authorized by the consumers, the neutral licensee may analyze and provide information on the merits of a property or transaction, discuss price terms and conditions that might be offered or accepted, and suggest compromise solutions to assist consumers in reaching an agreement.

Designated Licensee

In a real estate company, a broker may designate one licensee to represent or provide specific assistance to a consumer and another licensee in the same office to represent or provide specific assistance to another consumer in the same transaction.

ACKNOWLEDGEMENT:

I/We, Alaskan Leaf, LLC have read the information provided in this Alaska Real Estate
(print consumer's name(s))

Consumer Disclosure and understand the different types of relationships I/we may have with a real estate licensee. I/We understand that Jim Arnesen of Pacific Tower Properties, Inc.
(licensee name) *(brokerage name)*

will be working with me/us under the relationship(s) selected below.

(Initial)

_____ **Specific assistance without representation**

_____ **Representing the Seller/Lessor only** (may provide specific assistance to Buyer/Lessee)

X **Representing the Buyer/Lessee only** (may provide specific assistance to Seller/Lessor)

X **Neutral Licensee.** (must attach Waiver of Right to be Represented, form 08-4212)

Date: 05/13/2016 Signature: *(Licensee)* Jim Arnesen

Date: 5/16/2016 Signature: *(Consumer)* Alaskan Leaf, LLC

Date: 5/16/2016 Signature: *(Consumer)* T & M Development, LLC

THIS CONSUMER DISCLOSURE IS NOT A CONTRACT