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:	Fairbanks Analytical Testing LLC	**License Number:**	15124		
License Type:	Marijuana Testing Facility				
Doing Business As:	FAIRBANKS ANALYTICAL TESTING, LLC.				
Physical Address:	1521 Stacia Street, Suite A				
City:	Fairbanks	**State:**	AK	**Zip Code:**	99701
Designated Licensee:	Dylanne Macomber				
Email Address:	dylannemac3@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 of proposed premises -

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

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STATE OF ALASKA

Aurora Commercial Properties, LLC
P.O. Box 71417
Fairbanks, AK 99701

Agreement Incorporating Commercial lease and First Option to Purchase

PARTIES: LANDLORD: **Aurora Commercial Properties, LLC**

TENANT: **Fairbanks Analytical Testing, LLC**

PROPERTY ADDRESS: **1521 Stacia Street Unit A Fairbanks Alaska**

This agreement is executed effective dated 12-15-17 between Aurora Commercial Properties, LLC and Fairbanks Analytical Testing, LLC. Whereas, Aurora Commercial Properties, LLC holds the legal title to real property (Premises) located at 1521 Stacia Street.

Whereas, Aurora Commercial Properties, LLC is desirous to lease the premises at 1521 Stacia Street Unit A to Fairbanks Analytical Testing, LLC. A marijuana testing facility.

Therefore, the parties agree as follows:

1. Aurora Commercial Properties, LLC leases the Premises to Fairbanks Analytical Testing, LLC and Fairbanks Analytical Testing, LLC leases the Premises from Aurora Commercial Properties, LLC. The lease shall be referred to herein as the "Master Lease".

2. **TERMS:** The terms of the Master Lease shall be sixty (60) months commencing on 12-15-17 and terminating on 12-15-22, termination will be considered inactive until a proper thirty day (30) day written notice is given either by Fairbanks Analytical Testing, LLC or Aurora Commercial Properties, LLC based upon the following terms and conditions outlined in the Lease Agreement.
   - A) Lease shall terminate within ninety (90) days should the Fairbanks North Star Borough decline an operating license to Fairbanks Analytical Testing, LLC. Should this condition be met, the total amount of five thousand dollars ($5000) shall be held as security to Aurora Commercial Properties, LLC to cover rental income loss due to early termination of the Master Lease agreement.

3. **RENTAL AMOUNT:** Shall be due and payable to Aurora Commercial Properties, LLC as follows:
   - A) Rent shall be five thousand dollars ($5000) per month. This rental amount is stated and is not to change in amount for the duration of the Master Lease.
   - B) Rent shall be Payable to Aurora Commercial Properties, LLC in advance on the first day of each calendar month. Said payment shall be mailed to:
     Aurora Commercial Properties, LLC
     P.O. Box 71417
     Fairbanks, AK 99701
   - C) A late fee of five hundred dollars ($500) shall be due and payable on rent paid more than five (5) days past its due date.

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4. **SECURITY DEPOSITS:**

A) Fairbanks Analytical Testing, LLC shall deposit with Aurora Commercial Properties, LLC the sum of five thousand dollars ($5000) as a security deposit to secure Fairbanks Analytical Testing, LLC faithful performance of the terms of the Master Lease. Sum shall be deposited by Aurora Commercial Properties, LLC in a non-interest bearing trust account.

B) After Fairbanks Analytical Testing, LLC has vacated, leaving the premises vacant, Aurora Commercial Properties, LLC may use the security deposit for the cleaning of the premises, and unusual wear and tear to the premises or common areas, and rent owed pursuant to the Master Lease agreement. Fairbanks Analytical Testing, LLC may not use said deposit for rent owed during the term of the Master Lease.

C) If Fairbanks Analytical Testing, LLC fails to furnish a forwarding address to Aurora Commercial Properties, LLC after the lease has been terminated, then Aurora Commercial Properties, LLC shall send any security deposit refund to the leased premises.

D) Aurora Commercial Properties, LLC has the right to proceed against Fairbanks Analytical Testing, LLC to recover sums exceeding the amount of Fairbanks Analytical Testing, LLC security deposit for cleaning, painting, replacement of lost or missing items, restoration to original condition, and any necessary repairs outside of normal wear and tear, together with reasonable attorney fees as provided by the law.

5. **ACCEPTANCE AND ALTERATIONS:** Fairbanks Analytical Testing, LLC has inspected the above mentioned rental unit and herewith accepts the premises as clean with no damages except for those items listed on the inspection report which is hereby made a part of this rental agreement.

A) Fairbanks Analytical Testing, LLC shall maintain the above mentioned rental unit, parking area, deck/porch, appliances, floors, and walls in good order and in clean and sanitary conditions.

B) Fairbanks Analytical Testing, LLC agrees to submit all prospective alterations in writing to Aurora Commercial Properties, LLC to approve or deny at their discretion. Aurora Commercial Properties, LLC may request all alterations approved to be restored to original condition as documented upon the termination of the Master Lease agreement. All approved alterations shall hereby be made a part of this rental agreement.

C) Upon vacating, Fairbanks Analytical Testing, LLC shall clean and restore the above mentioned rental unit to its original condition at the commencement of this tenancy to the discretion of Aurora Commercial Properties, LLC less normal wear and tear.

6. **SUBLETTING/ASSIGNING:** Fairbanks Analytical Testing, LLC may sublet the residential portion consisting of a one bedroom residence at 1521 Stacia St Unit A. All subleases shall be subordinate to the Master Lease and each sublease shall contain a statement to that effect. No sublease shall extend beyond the termination date of the Master Lease without written approval by Aurora Commercial Properties, LLC.

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7. **NSF CHECKS:** Should Fairbanks Analytical Testing, LLC tender a check which is dishonored by a banking institution, than Fairbanks Analytical Testing, LLC shall only tender cash, cashier's check, or certified money orders for all future rent payments. In addition, Fairbanks Analytical Testing, LLC shall be liable in the sum of one hundred dollars ($100) for each check that is returned Aurora Commercial Properties, LLC for insufficient funds.

8. **UTILITIES:** Fairbanks Analytical Testing, LLC shall pay for all utilities and/or services supplied to the premises with the exception of water/sewage utility costs.

9. **FALLING ICE OR SNOW:** Fairbanks Analytical Testing, LLC acknowledges that snow and ice falling from roofs is a common occurance in the winter months. Fairbanks Analytical Testing, LLC agrees to accept the risk that whenever they are in close proximity to a snowy or icy roof, they, their patrons, and their property may be hit by falling snow and/or ice, resulting in death, serious personal injury, or property damage. Fairbanks Analytical Testing, LLC agrees to not make any claim against Aurora Commercial Properties, LLC or its agents as a result of falling snow or ice.

10. **TENANT CAUSED DAMAGES:** Any damages to the unit(s), common areas, exterior of the building and grounds, or fixtures in the unit that are caused by Fairbanks Analytical Testing, LLC , guests, patrons, and affiliates of the tenant will be the sole responsibility of Fairbanks Analytical Testing, LLC . These damages include but are limited to broken windows, broken doors, clogged sinks and/or toilets, holes in interior or exterior walls, frozen water lines, or any damages not due to normal wear and tear or instability. Fairbanks Analytical Testing, LLC agrees to immediately reimburse Aurora Commercial Properties, LLC for any sums necessary.

11. **LANDLORD'S RIGHT OF ENTRY:** Aurora Commercial Properties, LLC or assigned agents may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to Fairbanks Analytical Testing, LLC. Aurora Commercial Properties, LLC is permitted to make all alterations, repairs, and maintenance that in Aurora Commercial Properties, LLC judgment is necessary to perform.
    A) Aurora Commercial Properties, LLC agrees to comply with all State Laws hereby to be provided by Fairbanks Analytical Testing, LLC to Aurora Commercial Properties, LLC regarding testing areas that will require prior approval and allowances for an agent of Fairbanks Analytical Testing, LLC to be on premises during any inspection or required maintenance of above mentioned testing areas.

12. **INSURANCE:** Fairbanks Analytical Testing, LLC shall provide insurance on the premises with a reputable insurance company for the replacement cost in the minimum amount of seven hundred thousand dollars ($700,000) and for the liability in the minimum amount of one million dollars ($1,000,000) naming Aurora Commercial Properties, LLC as the loss payee during the term of the Master Lease.
    A) Fairbanks Analytical Testing, LLC shall provide insurance on the premises that encompasses and releases Aurora Commercial Properties, LLC or its agents from liability regarding the personal harm of patrons and employees of Fairbanks Analytical Testing, LLC while on the premises.

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13. **ABANDONMENT/DEFAULT**: It shall be deemed a reasonable belief by Aurora Commercial Properties, LLC that an abandonment of the premises has occurred where the rent has been unpaid for seven (7) consecutive days after the 5th of each calendar month and that Fairbanks Analytical Testing, LLC has been absent from the unit for seven (7) consecutive days. In that event, Aurora Commercial Properties, LLC may serve written notice. If Fairbanks Analytical Testing, LLC does not comply with the requirements of said notice within 18 days, premises shall be deemed abandoned.

   A) In the event of default by Fairbanks Analytical Testing, LLC, Aurora Commercial Properties, LLC or authorized agents agree to not remove from the premises or take possession of marijuana. Aurora Commercial Properties, LLC agrees to contact Alcohol & Marijuana Control Office (AMCO) immediately for notification should such action be deemed necessary.

   B) Aurora Commercial Properties, LLC agrees that in the event of default by Fairbanks Analytical Testing, LLC no testing equipment/property owned by Fairbanks Analytical Testing, LLC or affiliates shall be seized to be used as payment of damages to Aurora Commercial Properties, LLC.

14. **COMPLIANCE WITH LAWS AND REGULATIONS:** Fairbanks Analytical Testing, LLC shall comply will all applicable laws, orders, and regulations of state governmental authority which imposes any duty upon Aurora Commercial Properties, LLC or Fairbanks Analytical Testing, LLC with respect to the premises or the use and occupancy thereof, and Fairbanks Analytical Testing, LLC shall not do or permit anything to be done which will increase the rate of fire insurance on the premises or the building of which it is part, or the property located therein.

15. **FIRST OPTION TO PURCHASE:** Aurora Commercial Properties, LLC agrees to allow a purchase offer to be submitted by Fairbanks Analytical Testing, LLC within sixty (60) days should during the duration of the Master Lease the property at 1521 Stacia Street be considered for sale by Aurora Commercial Properties, LLC. Fairbanks Analytical Testing, LLC shall have first option to purchase the property at 1521 Stacia Street in entirety within a sixty (60) day period after receiving a written notice of intent to sell provided to Fairbanks Analytical Testing, LLC by Aurora Commercial Properties, LLC. Fairbanks Analytical Testing, LLC shall be responsible for all closing costs associated with the sale of the property at 1521 Stacia Street in the event of purchase by Fairbanks Analytical Testing, LLC.

   A) A transfer of property ownership at 1521 Stacia Street due to death or incapacity of property owner(s) shall not be considered a sale of the premises.

16. **ENTIRE AGREEMENT:** The foregoing agreement, including any attachments incorporated by reference, constitutes the entire agreement between the parties. Further, Fairbanks Analytical Testing, LLC acknowledges that they have read and understood this agreement and have been furnished a copy.

TENANT _____ DATE 12-8-2017
Fairbanks Analytical Testing, LLC

TENANT _____ DATE 12-8-2017
Fairbanks Analytical Testing, LLC

LANDLORD _____ DATE 12/8/17
Aurora Commercial Properties, LLC

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