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:	Wild Flower Holdings, LLC	**License Number:**		10605	
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	WILD FLOWERS HOLDINGS				
Physical Address:	2229 Spenard Road				
City:	Anchorage	**State:**	AK	**Zip Code:**	99503
Designated Licensee:	Andrea Gribbin				
Email Address:	wildflowersholdings@gmail.com				

Section 2 – Attached Items

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

Attached Items:	**Please find attached final documents required per AMCO request to deem Wildflowers application complete.**

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

Lease Purchase Agreement

Seller/Landlord: Stellar, LLC

Buyer/Tenant: Happiedaze, LLC

Property Address: 2229 Spenard Road Anchorage, Alaska

Parcel: 001-164-28-000

THIS LEASE, made and entered into this 10th day of June 2016, by and between Stellar, LLC, Brent Jennison, hereinafter called "Landlord, Seller" and: Happiedaze, LLC, herein after called "Tenant, Buyer" and or nominee/name to be determined based on meeting required licensee application criteria with the State of Alaska. Landlord and tenant and/or nominee agree, tenant and/or nominee reserves the right to sublease to licensed applicant applying for tenant and/or nominee / applicants proposed used.

Lease Commencement Date: Upon permitted approval for tenant and/or nominee proposed use defined in item 2., or within 90 days of execution of this lease purchase agreement or by mutual written agreement. If tenant and/or nominee applications are still in process with the State of Alaska and or permits necessary from Municipal or Local Jurisdictions are not approved within 90 day term, Landlord understand this lease remains "subject to" approval for tenant and/or nominee and or nominee's proposed use by the State of Alaska, Municipal and Local Ordinances. This lease remains non binding to tenant and/ or nominee and/or nominee subject to applicable Tenant and/or nominee issuance of proposed use.

Term: Ongoing, renewable.
Initial term shall be Five Years with Tenant and/or nominee optional renewal of additional terms in 5 year increments. There is no expiration date on tenant and/or nominee option to renew lease term.

Security Deposit: 2,800.00 x

W I T N E S S E T H:

"upon tenant approval from the State of Alaska and local municipality"

Demise. Landlord, for and in consideration of the rents, covenants and agreements herein contained, does lease and let unto Tenant, and Tenant and/or nominee does ~~hereby hire and take from Landlord the~~ **"lease"** following described premises: x

2229 Spenard Road, Anchorage Alaska

Parcel: 001-164-28-000

1. **Purpose.** The Tenant and/or nominee and or Nominee will use the premises for the purpose of: Retail, and Medical Marijuana Cultivation, Manufacturing, Wholesale and Retail Sales as allowable under Alaska Statute. Tenant and/or nominee agrees premise will be utilized in a State compliant manner. Tenant and/or nominee shall not commit any violation of State or municipal code.

2. **Term.** This agreement will become effective on June 6th 2016. Tenant and/or nominee retains unlimited option(s) to renew this lease in five (5) year increments with not less than six (3) months prior written notice to the Landlord under the same terms and conditions as the Prime Lease.

3. **Rent** The Tenant and/or nominee hereby covenants and agrees to pay to the Landlord the monthly rent of 1.50 PSF at 1250 SF = 1,875.00 in monthly base rent. Tenant and/or nominee agrees to pay land-

x
Landlord Initials BY Tenant Initials

lord 1% of gross sales from gross revenue generated from ~~retail~~ sales at 2229 Spenard Road in addition to base rents during the term of this rental lease. Monthly rent will be increased for each year thereafter at the rate of 2.5 cents per SF, per month based on prime lease rate of 1,875.00. If tenant options to add additional square feet, the current lease rate will adjust in accordance to the additional square footage. Lease term shall commence upon tenant and/or nominee licensing approval from the State of Alaska and Anchorage Municipality for tenant and/or nominee proposed use. Landlord understands time is "of the essence" and agrees to allow tenant and/or nominee to take early possession of the premise for the purpose of meeting State and Municipal licensing requirements.

4. **Late Payments.** Monthly rent not paid within five (5) days of the due date shall be assessed a late charge of **$15.00** per day from the original due date, provided, however, Landlord shall as soon as feasible notify Tenant and/or nominee of late or missing payments. In addition to the above late charges, Tenant and/or nominee will pay **$25.00** for each check returned to Landlord for non-sufficient funds.

5. **Security Deposit shall be 2,800.00.** Deposit shall be held in landlord's trust account until applicable use permits defined in item (1.) are approved by both local and State jurisdiction for tenant and/or nominee proposed use. Deposit is fully refundable to tenant and/or nominee in the event tenant and/or nominee proposed permitted use is denied by the State or Municipality.

6. **Services and Utilities.** (a) Tenant and/or nominee will create new accounts and pay for the following utilities or reimburse landlord for tenants use of utilities such as water and electric. Tenant agrees to perform routine maintenance such as the repair of interior light bulbs, and leaky faucets, appliances, etc. (b) Landlord will pay for the following utilities: heat, snow removal, maintenance of the landscaping and parking areas, the building exterior, and roof.

7. **Clean-up and Surrender of Premises.** Tenant and/or nominee agrees that upon expiration of this lease, Tenant and/or nominee will quit and surrender the premises without notice in its original condition, clean up the premises thoroughly and remove all temporary non-fixture structures and the like placed by Tenant. Tenant and/or nominee will reimburse Landlord for the cost of any repairs or cleaning due to Tenant's use of the premises, ordinary wear excepted.

9. **Insurance.** (a) Tenant, at his cost, agrees to maintain insurance against public liability of five hundred thousand dollars ($500,000) and property damage of five hundred thousand dollars ($500,000.00), naming Landlord as additional insured, insuring against all liability arising from Tenant's use. Tenant and/or nominee will deliver to Landlord certificates evidencing Tenant's insurance at least (10) days before expiration or renewal. Tenant and/or nominee agrees to carry its own liability and hazard/fire insurance upon its property stored on the premises and to hold Landlord harmless from any damage, loss or destruction. (b) Landlord shall maintain insurance covering the premises against fire and other hazards, and Landlord's liability.

10. **Indemnification.** Tenant and/or nominee agrees to indemnify and hold harmless the Landlord and his agents against all claims of any nature arising from any of the following: (a) Tenant's use and occupancy of the premises, (b) the conduct of Tenant's business, (c) Tenant's failure to comply with any requirements of any governmental authority, (d) any mechanic's lien, or security agreement based on tenant and/or nominee use or occupancy affecting the Premises or contents, (e) failure of the Tenant and/or nominee to perform any covenant required under this Lease, and (g) against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim arising from items described in item 10. Notwithstanding the foregoing, Tenant and/or nominee does not indemnify Landlord against defects in the construction and design of the buildings and parking lot.

11. **Liens and Encumbrances.** The Tenant and/or nominee covenants and agrees that he will permit no liens or any charges or assessments growing out of any act or obligation on the part of the Tenant

and/or nominee to become effective against the premises, or any part thereof, and agrees to indemnify, hold harmless and to defend Landlord and the premises there from.

12. **Assignment or Subletting.** Tenant and/or nominee may Lease or sublet to licensed entity and/or individual applying for permitted use at premises. Happiedaze, LLC reserves the right to sublease this space at no additional cost to the tenant.

13. **Access.** The Tenant and/or nominee will allow Landlord or Landlord's agent free access to said premises at all reasonable times as allowable under Alaska State Law.

14. **Notices.** Any notices required to be served in accordance with the terms of this lease shall be sent in writing by registered or certified mail, to the parties at the following addressees unless otherwise notified in writing and deemed to be received when so sent:

LANDLORD:

Landlord to provide address

TENANT:

Happiedaze, LLC

c/o Tiffany Young

2229 Spenard Road Anchorage, Alaska 99502

14. Alterations. Tenant and/or nominee agrees to return the premises to Landlord in its condition when first leased except for ordinary wear.

15. Costs and Attorney's Fees. If Landlord or tenant and/or nominee shall bring any action for any relief arising out of this lease, including any suit by Tenant and/or nominee or Landlord both parties agree to binding arbitration.

Covenant of Quiet Enjoyment. The Tenant, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term peaceably and quietly enjoy the leased property without any disturbance from the Landlord or from any other person claiming through the Landlord. Provided, however, that Landlord, may repair the premises as needed.

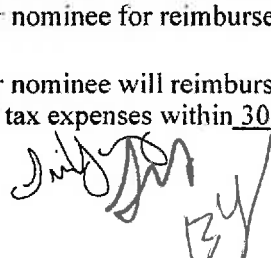
1. **Non-Waiver of Breach.** The failure of the Landlord to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such or any other covenants or agreements, but the same shall be and remain in full force and effect.

2. **Heirs and Successors.** The covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of any and all the parties hereto.

3. **Taxes.** The payment of all personal property taxes levied on Tenant's property shall be the responsibility of the Tenant.

The Landlord will pay for all real property taxes to the Municipality of Anchorage, and invoice the Tenant and/or nominee for reimbursement.

Tenant and/or nominee will reimburse the Landlord for Tenant's prorate share of Landlord's reasonable property tax expenses within 30 days after receipt of Landlord's invoices.



The Tenant and/or nominee will be provided with a timely copy of tax valuation notices from the Municipality of Anchorage, and will be given the opportunity to evaluate and contest the tax valuation if in his judgment, the property is overvalued sufficiently to justify the cost of appeal, the chance of success, and the risk that the appeal process may result in a higher valuation. The Tenant and/or nominee will pay the reasonable cost of contesting the valuation, and the Landlord will cooperate and provide reasonable assistance.

16. Holding Over. Tenant and/or nominee shall have the ability to holdover beyond the lease expiration date on a month to month basis. There will be no consequential damages for Tenant and/or nominee holding over. The month to month holdover may be terminated at any time by either party by giving 30 written notice to the other party.

17. Default. The occurrence of any of the following shall constitute a default by Tenant:

(a) Failure to Pay Rent. The failure to make payment when due of any installment of the monthly rent or of any other sum herein specified to be paid by Tenant. Provided, not more often than twice per lease year, the failure of Tenant and/or nominee to timely pay shall be a default only after written notice from Landlord and five business days' opportunity for Tenant and/or nominee to cure the same.

(b) Failure to Perform Covenants. The failure to observe or perform any of Tenant's covenants, agreements, or obligations hereunder, other than for the payment of rent, if any such default shall not be cured within thirty (30) days after written notice has been given to Tenant, shall be a default.

18. Landlord's Remedies on Tenant's Default. In the event of default, Landlord shall have the following remedies in addition to all other rights and remedies allowable by law. Recovery of Rent. Landlord shall be entitled to each installment of rent or to any combination of installments for any period.

19. Damages. Landlord shall be entitled to damages in an amount that would have fallen due as rent between the time of termination of this Lease and the time of the claim, judgment or other award, less the avails of all re lettings and attainments.

20. Re-Entry Without Termination. Landlord may re-enter the Premises without terminating this Lease, re let the Premises for any term for the account in the name of the Tenant and/or nominee or otherwise. Landlord shall receive and collect all rents and avails from re letting. Tenant and/or nominee shall, nevertheless, pay to Landlord on the due dates specified in this Lease, all sums required of Tenant and/or nominee under the Lease, plus Landlord's expenses, less the avails of any re letting or attornment.

21. Termination. Landlord may terminate this Lease, if tenant and/or nominee is in default of this lease, by giving Tenant and/or nominee notice of termination. Promptly after notice of termination, Tenant and/or nominee shall surrender and vacate the Premises and Landlord may re-enter and take possession of the Premises. Termination under this subsection shall not relieve Tenant and/or nominee from the payment of any sum then due to Landlord or from any claim for damages previously occurred or then occurring against Tenant.

(a) Removal of Property. In the event of any entry and, or taking possession of, the leased premises for any default by Tenant, the Landlord shall have the right to remove from the leased premises all property located therein, and may place the same in storage at the expense and risk of the owner thereof, or may retain and sell said property and apply the proceeds thereof against sums due as the result of Tenant's breach as allowable under State law.

Amended per AMCO, REQUIREMENT

Landlord May not remove Marijuana or Marijuana Products from Premises. Landlord will contact the State of Alaska, AMCO, if a breech of lease occurs.

(b) Discontinuance of Utilities. Tenant and/or nominee agrees that if any payment of rent as herein provided shall remain unpaid for more than twenty (30) days after the same shall become due, Landlord may, upon notice to tenant, discontinue furnishing any or all utilities to the premises until all the arrears have been paid.

(c) **Acceptance of Premises by Tenant**. The taking of possession of the premises by the Tenant and/or nominee shall be conclusive evidence as against the Tenant and/or nominee that the premises were in good and satisfactory condition when possession was taken. Tenant and/or nominee shall immediately give written notice to Landlord of any defect or need for repairs to the premises, after which Landlord will be given 15 days to complete the repairs or cure the defect. Landlord's liability hereunder shall be limited to the cost of such repairs or curing such defects.

1. **Landlord's Maintenance.** Landlord shall maintain in good condition, at his expense, all major and non-routine maintenance and repair of the following: (a) the structural components of the premises including the roofs, foundations, load bearing and outside walls; (b) the "rough" plumbing, electrical (except light fixtures, bulbs & ballasts), major heating, ventilating equipment and snow plow. Tenant and/or nominee shall immediately give Landlord written notice of the need and reasonable access for repairs. Landlord shall complete the repairs within a reasonable time .

2. **Tenant's Maintenance.** Tenant and/or nominee shall keep clean and maintain in good condition, at his expense, all routine and minor maintenance (for any cause including normal wear), including, but not limited to the following: (a) all interior glass; (b) interior walls, paint, wallpaper, ceiling tiles; (c) light bulbs and ballasts; (d) minor plumbing service such as clogged drains and dripping faucets. And (except for normal wear): (e) window frames, doors, locks, hardware; (f) plumbing, heating, and electrical "finish" fixtures; (g) carpet and floor covering.

22. Option to Purchase: Tenant and/or nominee shall have an ongoing Option to Purchase anytime within 7.5 years Lease Term ("Option"). Price shall be One Million FIVE HUNDRED Thousand Dollars during the first five (5) years of the extending up to 7.5 years. Landlord and Tenant and/or nominee shall negotiate in good faith a formal Purchase and Sale Agreement. Tenant and/or nominee shall have thirty (30) days for its due diligence period. Tenant and/or nominee and Landlord shall split the closing costs of the transaction in Anchorage Alaska's customary manner. Closing shall occur within ten (10) days after the end of the due diligence period.

23. Disclosure: Landlord / Seller shall represent himself as the Lessor/Seller in this transaction. Tenant shall be represented by Andrea Gribbin, as Lessee/Buyer's agent in this transaction. Comission to Ms. Gribbin shall be a 8% for lease and sale of property. Tenant agrees to pay agent, Andrea Gribbins commission. In the event tenant elects purchase option, lease commission received by Andrea Gribbins to date shall be deducted from the total commission on purchase. Initial payment to Andrea Gribbins during the initial 5 year term shall be 8,880.00.

24. Miscellaneous. Other than the executed initial LOI dated 6/9/16 (Exhibit B), neither the Landlord nor the Tenant and/or nominee nor any of their agents have made any statement, promise or agreement, verbally or in writing, which conflict with the terms of this Lease. If a conflict exists between the LOI and this lease, this lease shall supersede. Any and all representations by either of the parties or their agents made during the negotiations prior to execution of this Lease and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this Lease contains the entire Agreement between the parties, and no rights are to be conferred upon the Landlord until this Lease has been executed by the Tenant. No modification, alteration or amendment of this Lease shall be binding unless in writing and executed by the parties hereto, their heirs, successors or assigns. All the terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Lease or any

Section or clause herein may require, the same as if such words had been fully and properly written in the number and gender. The Landlord and Tenant and/or nominee are not and shall not be considered joint ventures nor partners and neither shall have the power to bind or obligate the other except as set forth herein. Any legal proceedings concerning this Lease will be held within the Third Judicial District, State of Alaska, and the laws of the State of Alaska will apply. Any such proceedings shall be brought and maintained in Anchorage, Alaska. If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons whose circumstances are other than those as to which it was held invalid or unenforceable, shall be not affected thereby. Time is of the essence for the performance of each provision of this Lease.

25. Estoppel Certificates. Either party, within ten (10) days after notice from the other party, shall execute and deliver a certificate stating that this lease is in force, whether and how it has been modified, the amount of rent prepaid or owing, and the amount of security deposit. If either party fails to deliver such certificate, he irrevocably appoints the requesting party as his special attorney-in-fact to execute and deliver the certificate to any third party.

35. Additional Terms and Conditions:

(A)Tenant and/or nominee shall pay for and has permission to install signage for tenant and/or nominee permitted use as allowable under Alaska law.

(B) Tenant and/or nominee has permission to install communication equipment on the roof of the office building at Tenant's expense in accordance with industry standards and all current applicable code requirements. Landlord will cooperate with Tenant and/or nominee in obtaining necessary approvals of the installation and supporting structure(s). The Tenant and/or nominee will protect the building from damage and restore the roof membrane to a durable and waterproof condition where damaged or removed, and agrees to hold Landlord harmless from any and all cost and liability resulting from the installation.

(C) Landlord understands Lease is subject to tenant and/or nominee ability to obtain applicable permits and licensing from the State of Alaska Medical Marijuana Control Board including local and Municipal Zoning permits. If tenant and/or nominee is unable to acquire applicable marijuana cultivation, manufacturing and retail licenses this lease shall become null and void.

(E) Landlord agrees to assist tenant and/or nominee with documents and forms as needed for tenant and/or nominee to apply for tenant and/or nominee proposed use with local and State governing agencies.

(F) This document may be signed and notarized in counterpart.

AGREED:

IN WITNESS WHEREOF, Landlord and Tenant and/or nominee have set his/her/their hand(s) and seal, or has caused these presents to be executed by his/her/their duly authorized representative or agent, all as of the **10th** day of **June, 2016**

Buyer / Tenant and/or nominee

Happiedaze, LLC

_____ **Date: 6/10/16**

Tiffany Young, Personally (Principal) Happiedaze, LLC

Seller / Landlord

_____ **Date: 6/10/16**

Brent Jennison, Personally (Owner) Stellar, LLC

Incorporated Attachements:
Addendum A - AMCO's additional requirements to deem Wildflowers Application Complete
Addendum B - Addendum to Master Lease - Steller, LLC Grant's Sublease to Wildflowers Holdings, LLC. Digital and Original Signatures per AMCO Requirement.

Addendum B to Master Lease

To whom it may concern,

Steller LLC, property owner of 2229 Spenard Road, Anchorage Alaska, herby grants authorization to Happiedaze, LLC to sublease to Wildflowers Holdings LLC.

If you have any questions, please feel free to contact me at 907-240-5796.

Thank you.

Brent Jennison

_____ 8-24-2016

Steller LLC
Managing Member, Brent Jennison,

Acknowledged and received by:

_____ 8-24-2016

Happiedaze, LLC
Managing Member, Tiffany Young

Andrea Gribbin

_____ 8-24-2016

Wildflower Holdings, LLC
Managing Member, Andrea Gribbin

Addendum A to Master Lease

Addendum A

From: **Marijuana Licensing (CED sponsored)** marijuana.licensing@alaska.gov
Subject: Wild Flowers Holdings license #10605
Date: August 26, 2016 at 9:54 AM
To: Andrea Gribbin wildflowersholdings@gmail.com, Marijuana Licensing (CED sponsored) marijuana.licensing@alaska.gov
Cc: Andrea Gribbin andreagribbin@gmail.com, Brent Thdonald@mtaonline.net

Good morning, Andrea:

Just to clarify, your application has not been deemed complete by the director. We have not received 100% adequate documents to finish the review process.

You finally submitted a somewhat-clear, but readable to me (I don't know about the MCB) copy of the original master lease (the "clearer copy" was and still is unacceptable because it was not personally signed by the owner/lessor of the property).

Upon reviewing the somewhat-clear copy of the original master lease there is an amendment that needs to be done to it. On section 21 Removal of Property; the owner/lessor must incorporate statement along the lines of "except marijuana or marijuana products, and that State of Alaska AMCO will be notified".

The **sublease** itself needs to include the payment terms.

The following page submitted by you is unacceptable, all the components of a lease must be on the lease itself and have a personal signature by the proper individual. We cannot accept bits and pieces of a document for us to put together.

June 16th, 2016

Wildflowers Holdings, LLC paid Happiedaze, LLC 1.00 (one dollar and no/100) the Sublease located at 2229 Spenard. Wildflowers has possession of the property and a legally binding lease as defined by Alaska Statute:

[11] AS 34.03.040(c).
[12] AS 34.03.080(d).
[13] AS 34.03.130(c).
[14] AS 34.03.030(a) and (b).
PUB-30 (1/15)

Thank you.

Andrea Gribbin

Andrea Gribbin
Wildflower Holdings, LLC

Please submit an adequate sublease.

Again, your application has not been deemed complete.

Addendum B to Master Lease

SUBLEASE AGREEMENT

1. **Parties.** This Sublease, dated June 16th, 2016 is made by and between Happledaze, LLC (herein called "Sublessor") and Wild Flowers Holdings, LLC. (herein called "Sublessee").

2. **Premises.** Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated 2229 Spenard Road, Anchorage Alaska. Said real property, including the land, all commercial and all improvements thereon, is hereinafter called the "Premises".

3. **Term.** The term of this Sublease shall be for twenty-four (24) months, commencing on June 20th, 2016, unless sooner terminated pursuant to any provision hereof. The parties agree that upon sixty (60) days written notice, either party may terminate this sublease agreement. pmt shall be 5,000 monthy, due monthly

4. **Authorization to Operate.** Landlord gives permission for Wild Flowers Holdings, LLC to operate State Licensed Marijuana Facilities(s).

5. **Use.** The Premises shall be used and occupied for cultivation, manufacture, sale and distribution of marijuana edibles and concentrates in strict compliance with the State of Alaska.

6. **Condition of Premises.** Sublessee hereby accepts the Premises in their condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Premises, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto Sublessee acknowledges that neither Sublessor nor Sublessor's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Sublessee's business.

7. **Illegality under Federal Law.** Each of the parties acknowledges that the essence of this Agreement is illegal under Federal law. Notwithstanding, the parties agree that they shall neither raise that defense nor claim in the event of any litigation challenging any term of this Agreement.

8. **Master Lease Sublessor is the lessee of the premises by virtue of a lease, hereinafter referred to as the "Master Lease", wherein Happledaze, LLC. is the lessor, hereinafter referred to as the "Master Lessor".**
This Sublease is and shall be at all times subject and subordinate to the Master Lease. The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the

Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease theword "Lessee" is used it shall be deemed to mean the Sublessee herein.

Resigned Signature Andrea Gribbins ag

EXECUTED THIS 16th DAY OF JUNE, 2016. signed again

X _____ **Date 7/20/16** per

SUBLESSEE - Wild Flowers Holdings, LLC Amend

ag ag - Request

Happiedaze, LLC

See attached:

Addendum A - to Sublease Agreement - Property owner affodavit

Addendum B - Possession of Property

ag

Addendum A

Property Owner Affidavit

Steller LLC is the property owner at 2229 Spenard Road Anchorage Alaska.

Steller LLC 2229 Spenard Road agrees the above property may be used as a licensed marijuana facility including, but not limited to, retail, wholesale, cultivation, processing, manufacturing.

Steller LLC further agrees and grant authorization for Happiedaze, LLC and/or their assigns full access to any and all items needed to apply for and obtain marijuana licensing approval.

Thank you,

Mediatrix Ann Lee
NOTARY PUBLIC
STATE OF ALASKA

Steller, LLC

Brent Jennison, Member

Direct Telephone: 907-240-5796

Subscribed and sworn to before me this 25th day of July 2016

Notary Public

My Commission Expires 12/14/18

Addendum B - Posession of Property

June 16th, 2016

Wildflowers Holdings, LLC paid Happiedaze, LLC 1.00 (one dollar and no/100) the Sublease located at 2229 Spenard. Wildflowers has possession of the property and a legally binding lease as defined by Alaska Statute:

[11] AS 34.03.040(c).
[12] AS 34.03.080(d).
[13] AS 34.03.130(c).
[14] AS 34.03.030(a) and (b).
PUB-30 (1/15)

Thank you,

Andrea Gribbin

Andrea Gribbin
Wildflower Holdings, LLC

: Tiffany Young
Happiedaze, LLC

Addendum C

Right to possess proposed Marijuana Licensed Premises

Steller LLC is the owner of 2229 Spenard Road. Steller, LLC has executed and notarized a property owner affidavit with Happiedaze, LLC authorizing Happiedaze and/or their assigns stating real property located at 2229 Spenard may be used as a licensed marijuana facility. Please see attached.

Happiedaze, LLC herby grants, marijuana applicant,
Wildflowers Holdings, LLC
the right to possess the premises as defined by:

3 AAC 306.020 (9) the title, lease, or other documentation showing the applicant's right to possession of the proposed licensed premises.

Please feel free to contact Happiedaze , LLC with any questions.

Thank you,

Tiffany Young

Happiedaze, LLC

602-768-3030