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:	SANDOR BROWN; ELIJAH GOODFARM; JOSEPH D S...	**License Number:**		11635	
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	CLOUDBERRY PARTNERS				
Physical Address:	3307 Spenard Road				
City:	Anchorage	**State:**	AK	**Zip Code:**	99503
Designated Licensee:	ELIJAH GOODFARM				
Email Address:	egoodfarm@yahoo.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 — Warranty Deed to owner — lease from owner to Cloud Berry Partners

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

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Second Amendment to Lease Agreement

This agreement between David Shimek (Lessor) and CloudBerry Partners (Lessee), parties to that Lease Agreement executed by them on or about 11/25/2016, whereby the following property became subject to Lessee's possession under lease:

3307 Spenard Road, Anchorage, Ak. 9503

legally described as;
south 100 feet of Lots 4,5,6 of Nichols Addition, Plat P-276
in the records of the Anchorage Recording District, State of Alaska

Do hereby agree further that the terms, conditions, rights and obligations of said Lease shall by binding upon, and confer the benefits upon, each of the partners of Lessee CloudBerry Partners, those Partners being Elijah Good-Farm, Lily A. Shimek, Joseph D. Shimek and Sandor Brown, and each of them.

This agreement hereby amends provisions of the said Lease, and supersedes all conflicting provisions thereof.

Dated 3/15/17

David Shimek (Lessor)

Elijah Good-Farm, for himself
and for CloudBerry Partners,
and each Partner Individually

Amendment to Lease

This agreement is an amendment to that lease (copy of which is attached hereto) between David Shimek ("Lessor") and CloudBerry Partners ("Lessee") executed on or about November 25, 2016, which lease relates to the improved real estate located at 3307 Spenard Road, Anchorage, Alaska, and legally described as:

> The South 100 feet of Lots 4,5, and 6, Nichols Addition, Plat P-276, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Whereas that lease conveyed a leasehold interest in a portion of the building located on the site, this amendment herewith serves to extend the Lessee's lease interest to the entirety of the building (as shown on Exhibit A to the original lease document, together with a leasehold interest and full right of possession to the building and the land upon which it is sited, all as described in the legal description herein stated.

Further, the following terms of that original lease are hereby amended to provide the following, which amended terms will supersede any terms in the original lease with which they may be in conflict explicitly or by direct implication:

1. Paragraph 3 is hereby amended to reflect the agreement of the parties that a portion of the building, in the discretion of the Lessee, may be used for a marijuana cultivation facility when and as permitted by the Alaska Marijuana Control Board.

2. Paragraph 9 is hereby amended to delete the last sentence of Paragraph 9, and to substitute the following language to be effective in its place: "The rent amount shall be 8% of the total gross revenues for all business operations operated by the Lessee on the lease property, but shall not include revenues obtained by the cultivation business through sales to the Lessee's retail business. For accounting purposes, the total of rent payments shall be allocated to the Lessee's differing businesses in proportion to the area of the total area of the building attributable to such businesses."

Dated: 12/30/2016

Lessor David Shimek

Dated:

Lessee CloudBerry Partners
by Partner Sandor Brown
for the Partnership

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The Undersign Partners of CloudBerry Partners do agree and consent to this Amended Lease as executed for CloudBerry Partners by Sandor Brown.

Joseph Shimek

Lily Shimek

EC-F by DS agency

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copy

Lease

This lease is entered into between David Shimek ("Lessor") and CloudBerry Partners, a partnership ("Lessee"), authorized and executed by its general partner Elijah Good-Farm, general partner, acting for and with the consent of all other Partners of the Partnership.

1) Premises: The Lessor leases to Lessee a designated portion of the following improved real estate, located at 3307 Spenard Road, Anchorage Alaska: as shown on Exhibit A, attached hereto and initialled by the parties, together with a common area interest in the unimproved open space and grounds of the real estate described as:

South 100 feet of Lots 4, 5 and 6, Nichols Subd.
According to Plat P-276, Anchorage Recording
District, Third Judicial District, State of Alaska

2) Term : The term of this lease shall be from Nov. 25, 2016 through December 31, 2021.

3) Usage: The Lessee shall be entitled to use the premises only for the following purposes and functions, and no others, without the written consent of the Lessor:

Operation of a retail establishment per AS 17.38.et seq.

4). Conditions of Use: Lessee shall keep the premises in safe and clean condition, and shall not abandon the premises or leave them vacant. Lessee shall not allow the premises to be used in a way that will create a nuisance to other tenants or neighboring properties and businesses. Lessee shall abide by all rules established by Lessor now in existence or hereafter announced, with respect to common areas, improvements, signage and sidewalks.

5) Increased Casualty Insurance: Lessee shall reimburse Lessor for any increase in Lessor's casualty, fire and hazard insurance arising out of or caused by Lessee's activities, lawful or otherwise.

6) Damage to Premises: Lessee shall repair any damage to the leased premises or to adjoining premises which arise out of or are specific to Lessee's activities or occupancy, including damages caused by third persons

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such as vandals or burglars entering or damaging the premises, against which risks the Lessee shall maintain adequate insurance. Maintenance and repair of the doors, door hardware and windows are the responsibility of the Lessee.

7) Sidewalks: Lessee shall keep the sidewalk fronting the Lessee's premises and the nearest 3 feet of the parking lot adjacent thereto reasonably clear of snow, ice, trash, and other obstructions to pedestrians.

8) Parking Lot Usage: When requested by Lessor, Lessee shall cause its employees and agents to park only in designated spaces or areas. Such designation s will be utilized to accommodate lot maintenance and/or to expedite and optimize customer traffic and parking. Autos which are parked in violation of the designation will be subject to towing and impoundment at the expense of Lessee. Lessor will use its right of designation to maximize the convenience of parking for mall customers.

9) Rent: Lessee shall pay as rent the following sums:

On or before the 10th day of each month, the sum which equals 8% of the average gross monthly revenues generated by the Lessee's business operations during the calendar quarter preceding the month for which rent is due. The calendar quarters are January through March, April through June, July through September, and October through December. No rent will be due for any month until the Lessee has commenced retail operations. Where rent is owed but there is no preceding full quarter of operations, the rent will be 8% of the gross revenues of Lessee during the preceding month. Provided, further, that the rent amount due shall be decreased by the amount of rent paid by the partnership pursuant to the leasing of any other portion of the building at 3307 Spenard Road.

10) Security Deposit: Lessee shall pay Lessor the sum of $5000.00 upon execution of this lease. Such sum may be applied by Lessor to unpaid rents or other breach of this lease. The deposit shall be repaid at the end of the lease, without interest, if Lessee is not then in default of its obligations.

11) Common Areas: Lessor is the owner of and responsible for all common areas of the property, except as otherwise provided (see, for example, Para. 7 relating to sidewalks).

12) Utilities: Lessee is responsible for its own utilities and phone services, including space heat, water, waste water, and garbage collection. Lessee is responsible for maintaining that portion of the water, waste water and

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electric systems which are physically located within the leased premises, or which it alters or constructs in or out of the leased premises.

13) Alterations: Lessee will secure the written permission of the Lessor before undertaking any alterations or improvements of the premises. Lessee will obtain any work permits legally required for such work and shall cause such work to be done in workmanlike manner and in conformity with applicable building, zoning, and construction codes.

14) As Is Condition: Lessee accepts the premises "as is".

15) Surrender at End of Lease: Lessee shall surrender the premises at the end of this lease, or any extended term of this lease, in as good shape and condition as when leased, normal wear and tear excepted. Lessee may remove trade fixtures which Lessee has installed on the premises only if such fixtures can be removed without damage or injury to the structural elements of the building or the utility structure supporting the premises, and only if the premises are then restored by Lessee to their condition at the time of commencement of the lease.

16) Hold Harmless: Lessee shall hold the Lessor harmless for injuries or damages, real or false, claimed to have arisen out of the Lessee's occupancy or activities. Lessee shall maintain in force one or more policies of liability insurance against such claims, and cause the Lessor to be named as an "additional insured" on such policies. Such policies shall provide for not less than $300,000 in liability coverage for personal injuries, and not less than $100,000 in liability coverage for property damages. Certificates evidencing such policies shall be provided to Lessor each year on the anniversary date of this lease.

17) Fire and Casualty: Lessee shall keep its inventory, windows, doors, signs, fixtures and improvements insured against damage or loss due to fire or other hazard or casualty, in an amount sufficient to fully compensate Lessee for such losses, and from interruption of business arising therefrom. Failure of Lessee to fully insure against such risks is hereby deemed a full and total waiver of, and release of claims, of any alleged right of Lessee to secure damages or compensation from the Lessor, or any other tenant of the mall, regardless of the cause of such damage. Lessee waives and releases any claims it might have against Lessor, or any other tenant of the mall, to the extent that such losses are compensated by Lessee's required insurance coverage.

18) Liens: Lessee shall not allow any mechanics or materialman's liens to be asserted against the premises as the result of work or services provided to Lessee. Should such liens be asserted Lessee shall secure a bond or deposit monies with appropriate persons, including Lessor, as are reasonably necessary to prevent any threat of foreclosure or seizure of assets of Lessee or Lessor.

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19) Condemnation: In the event the mall becomes subject to condemnation or taking for public purposes by any governmental entity,. This lease shall terminate on the date the taking occurs. Lessee shall make no claim against Lessor arising out of such condemnation or taking, or any claim which would reduce the damages or compensation otherwise due Lessor by reason of such taking. Lessor will give notice of possible condemnation to Lessee promptly upon being notified formally by a condemning authority of its intent to condemn.

20) Notices: Notices to Lessee and Lessor shall be delivered certified mail to the other party at the following addresses, or hand-delivered personally to the notice recipient:

David Shimek
2224 Arcadia Drive
Anchorage, AK 99517

CloudBerry Partners
3307 Spenard Road
Anchorage, AK 99503

21) Default by Lessee: If Lessee should fail to perform its obligations herein, or should become subject to any bankruptcy or receivership, Lessor may, if it chooses, terminate this lease upon a) 10 days notice of default as to any payment due hereunder or b) 30 days notice of default as to any non-payment obligation of Lessee due hereunder. Lessor's election to terminate lease shall by effective on the 10th or 30th day, respectively, unless cure is effected, or in the event that a non-payment cure cannot reasonably be effected within such 30 day period, Lessee is proceeding reasonably and diligently to effect such cure. Lessee may avoid termination by curing default within 10 days or 30 days, respectively, of Lessor's notice, consistent with the terms of this Paragraph.

Lessor shall be entitled to possession of the premises immediately at end of the 10 day opportunity to cure period if cure is not effected by then. To effect taking possession, Lessor may change door locks and otherwise secure the premises against entry by Lessee. Lessee waives and releases any claims arising out of such action by Lessor, unless termination was unlawful. If termination under this Paragraph, Lessor has the right to pursue all its legal

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rights under this lease and common or statutory law as if the lease had not been terminated, including collecting future rents not then accrued and any damages flowing from the default or early termination of lease. Should Lessor incur legal fees or costs of collection to enforce these rights and remedies, Lessee shall be fully liable to Lessor for such fees or costs.

22) Inspection: Lessor shall have the right during business hours to inspect the premises in their entirety during the term of this lease or any extension thereof.

23) Assignment: This lease is not assignable by Lessee without the written consent of Lessor, nor may Lessee sublet the premises or any portion thereof without the written consent of Lessor. Any assignment or subletting to which the Lessor consents will not relieve Lessee of the obligations herein, and Lessor shall remain entitled to enforce the terms of this lease against Lessee without seeking recourse either primarily or secondarily against the assignee or sub-tenant.

24) Option to Extend: Provided that Lessee has not defaulted on this lease and is not then in default, Lessee shall have an option to extend its lease occupancy for an additional 5 years, under the same terms and conditions as set forth in this lease.

To exercise an option, Lessee must give written notice of its decision to exercise an option to extend to Lessor between June 1 and July 31, 2021. Such notice, if timely and valid, is binding on both parties and cannot be revoked thereafter.

25) Signage: Lessee shall not place or allow to be placed on the exterior walls, doors, windows, or upon the roof, soffits, or other exterior surfaces of the premises, any sign, awning, canopy, billboard or other signage or advertisement, without prior written consent of Lessor.

26) Special Provisions:

A) In the event that Lessee's becomes unable or unwilling to continue operations under AS 17.38.et seq. This lease will become null and void upon such event. Any event rendering the Lessee's business or property to be subject to forfeiture under law shall be considered an event making the Lessee unable to continue operations. Specifically, this lease shall terminate upon the occurrence of any of the following events:

1) federal prosecution for conspiracy to sell, produce or transport an illegal drug

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2) seizure or threat of seizure of either Lessor or Lessee property under federal laws providing for forfeiture of asset by those involved in drug trafficking

B) Lessee shall take all reasonable steps to insure that its operations do not encourage or allow undesirable conditions to occur or persist, such undesirable conditions being loitering by third persons on or around the property, or third persons engaging in acts which are illegal under local or state law on the property, or causing nuisance to any neighboring property occupiers or owners.

Dated: 11/25/16

Lessor
David Shimek

Dated: 11/25/16

Lessee
CloudBerry Partners,
by Elijah Good-Farm

Undersigned CloudBerry Partners consent to this Agreement as executed by Partner Elijah Good-Farm

Joseph Shimek

Lily Shimek

SANDOR BROWN

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Exh. A to Cloud Berry Lease

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2016-049532-0

Recording Dist: 301 - Anchorage
11/22/2016 11:16 AM Pages: 1 of 2

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WARRANTY DEED

Grantor, EASTSIDE UNITED PENTECOSTAL CHURCH, an Alaska corporation, whose ess is 3307 Spenard Road, Anchorage AK 99503, for and in consideration of the sum of Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which reby acknowledged, does hereby convey and warrant unto the Grantee, DAVID SHIMEK, rried person, whose address is 2224 Arcadia Drive, Anchorage AK 99517, and to the heirs assigns of the Grantee, the following described real property:

South 100 feet of Lots 4, 5 and 6, Nichols Addition, according to the official plat thereof l under Plat No. P-276, in the records of the Anchorage Recording District, Third Judicial rict, State of Alaska.

BJECT TO ALL reservations, easements, exceptions, restrictions, covenants, by-laws, ditions, plat notes and rights-of-way of record, if any.

GETHER WITH, ALL AND SINGULAR, the tenements hereditaments and appurtenances eunto belonging or in anywise appertaining.

HAVE AND TO HOLD the premises, all and singular, together with the appurtenances and vileges thereto incident unto said Grantee, and to the heirs, executors, administrators, and igns of the Grantee, FOREVER.

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Law Office of Jeremy Collier PC, 851 E Westpoint Dr #212, Wasilla AK 99654 Tel 907-357-4500 Fax 907-357-4510

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DATED 11/21/16.

GRANTOR:

EASTSIDE UNITED PENTECOSTAL CHURCH

JON SPRINGER, Pastor

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on 11/21/16, by JON SPRINGER, Pastor of Eastside United Pentecostal Church.

Notary Public in and for Alaska
My Commission expires: 7/19/18

STATE OF ALASKA
NOTARY PUBLIC
C. Nugent
My Commission Expires: July 19, 2018

Record in the Anchorage Recording District
Return to David Shimek
2224 Arcadia Drive
Anchorage, AK 99517

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