# REAL ESTATE SUBLEASE

This Real Estate Sublease Agreement ("Sublease") is dated September 27, 2018, by and between Joshua Boots and Nicholas Holbrook ("Sublessor"), and The Fire Supply, LLC an Alaska Limited Liability Company ("Subtenant"). The parties agree as follows:

PREMISES. Sublessor, in consideration of the lease payments provided in this Sublease, leases to Subtenant (the "Premises") the Subleased space located at 1705 N Winding Brook Loop Unit A3, Palmer, AK 99645.

TERM. The Sublease begins on September 27, 2018 and shall be a one-year term, with an option to renew this sublease for a period of one (1) year. In the event either party does not wish to renew this Sublease, the non-renewing party shall provide notice in writing to the other six (6) months prior to expiration of term. Either party may terminate the Sublease upon substantial breach of this Agreement with prior to written notice to the other party giving a ten (10) day notice to cure the defect to avoid the termination.

LEASE PAYMENTS. Subtenant shall pay to Sublessor monthly installments of five hundred dollars ($500) payable in advance on the first day of each month.

USE OF PREMISES. Subtenant may use the Premises only for cultivation of marijuana and all legal endeavors as prescribed in state and local law. The Premises may be used for any other purpose only with the prior written consent of Sublessor, which shall not be unreasonably withheld.

Subtenant shall notify Sublessor of any anticipated extended absence of 5 days or more from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Subtenant shall have the obligation to conduct any construction or remodeling (at Subtenant's expense) that may be required to use the Premises as specified above. Subtenant may also construct such fixtures on the Premises (at Subtenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Sublessor which shall not be unreasonably withheld. Subtenant shall not install awnings or advertisements on any part of the Premises without Sublessors prior written consent. At the end of the lease term, Subtenant shall be entitled to remove (or at the request of Sublessor shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Sublease.

ACKNOWLEDGEMENT OF USE FOR MARIJAUNA COMMERICAL ACTIVITIES AND WAIVER OF ANY DEFENSES OF ILLEGALITY DUE TO FEDERAL LAW OR VOID FOR PUBLIC POLICY. The parties are aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities. The parties are aware that marijuana cultivation and marijuana sale is illegal under federal law and therefore waive all defenses of non-performance of this contract related to defenses such as void for public policy and illegality under federal law.



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UTILITIES AND SERVICES

Subtenant shall be responsible for the all utilities and services in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES: Subtenant shall pay pro-rata share of the property's real estate taxes and assessments for the Premises.

PERSONAL TAXES. Subtenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Subtenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with Sublease payments.

PROPERTY INSURANCE. At all times during the Sublease Term, Subtenant shall procure and maintain, at its sole expense, special form ("all risk") property insurance, in an amount not less than one hundred percent (100%) of the replacement cost, covering the Premises (including all leasehold improvements), the contents thereof, and the Building in which the Premises are located (collectively, the "Property Insurance"). The Property Insurance shall contain business income ("loss of rents") coverage for a period of time not less than twelve (12) months following the insured casualty. Sublessor shall be named as an additional insured on the Property Insurance. Sublessor and Sublessor's mortgagee each shall be named as loss payees on the Property Insurance with respect to proceeds attributable to damage to the Premises and the Building. Sublessor shall be named as loss payee on the Property Insurance with respect to business income coverage. Subtenant shall not be a loss payee with respect to proceeds attributable to damage to the Premises or the Building or with respect to business income coverage, but Subtenant shall be the loss payee for its personal property located in the Premises. The proceeds of the Property Insurance shall be used for the repair or replacement of the property so insured except that if this Sublease is terminated following a casualty, the proceeds applicable to the Building, Premises and Sublease hold improvements contained therein shall be paid to Sublessor and the proceeds applicable to Subtenant's personal property shall be paid to Subtenant. The Property Insurance policy shall be in a form and contain such endorsements as are normal and customary for property insurance policies carried on similar property or properties or by similarly situated parties.

DEFAULTS. Subtenant shall be in default of this Sublease if Subtenant fails to fulfill any lease obligation or term by which Subtenant is bound. Subject to any governing provisions of law to the contrary, if Subtenant fails to cure any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Sublessor to Subtenant, Sublessor may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Sublessor's rights to damages. In the alternative, Sublessor may elect to cure any default and the cost of such action shall be added to Subtenant's financial obligations under this Sublease. Subtenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Sublessor by reason of Subtenant's



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defaults. All sums of money or charges required to be paid by Subtenant under this Sublease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. In the event of a default by Subtenant, *Sublessor will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from facility.*

SUBSTAINTIAL DEFAULT. Means failure to comply with one or more of the obligations detailed in this Sublease.

HOLDOVER. If Subtenant maintains possession of the Premises for any period after the termination of this Sublease ("Holdover Period"), Subtenant shall pay to Sublessor Sublease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Sublease.

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative and shall not be construed as exclusive unless otherwise required by law.
NON-SUFFICIENT FUNDS. Subtenant shall be charged $100.00 for each check that is returned to Sublessor for lack of sufficient funds.

NO PARTNERSHIP OR JOINT VENTURE. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Lease is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Subtenant agrees to indemnify, hold harmless, and defend Sublessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Sublessor may suffer or incur in connection with Subtenant's possession, use or misuse of the Premises, except Sublessor's act or negligence.

COMPLIANCE WITH REGULATIONS. Subtenant shall promptly comply with all laws, ordinances, requirements and regulations of the state, county, municipal and other authorities, and the fire insurance underwriters. However, Subtenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

ACKNOWLEDGEMENT OF USE FOR MARIJAUNA COMMERICAL ACTIVITIES:
Sublessor is aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities.

MECHANICS LIENS/CLAIM OF LIEN. Neither the Subtenant nor anyone claiming through the Subtenant shall have the right to file mechanics liens/claim of lien or any other kind of lien on



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the Premises and the filing of this Sublease constitutes notice that such liens are invalid. Further, Subtenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Subtenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

SUBLESSOR:
Joshua Boots
Nicholas Holbrook
1705 N Winding Brook Loop
#A3
Palmer, AK 99645

SUBTENANT:
The Fire Supply, LLC
1705 N Winding Brook Loop
#A3
Palmer, AK 99645

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Sublease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sublease. This Sublease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Sublease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sublease is invalid or unenforceable, but that by limiting such provision,



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it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Sublease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sublease.

BINDING EFFECT. The provisions of this Sublease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Sublessor – Joshua Boots and Nicholas Holbrook

By: DocuSigned by: 0E23018E763B413 Date: 9/27/2018 12:18:53 PM PDT
Joshua Boots

By: DocuSigned by: 8116BA0D8F5A4D6 Date: 9/27/2018 12:41:13 PM PDT
Nicholas Holbrook

Subtenant – The Fire Supply, LLC

By: DocuSigned by: 0E23018E763B413 Date: 9/27/2018 12:18:53 PM PDT
Joshua Boots, Managing Member

By: DocuSigned by: 8116BA0D8F5A4D6 Date: 9/27/2018 12:41:13 PM PDT
Nicholas Holbrook, Managing Member



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# AMENDMENT TO REAL ESTATE LEASE

THIS AMENDMENT is entered into between Landlord and Tenant effective as of the 20 day of September 2018 under that certain Real Estate Lease originally dated May 25, 2017, related to the property commonly known as 1705 N Winding Brook Loop #A3 Palmer, AK 99645

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LANDLORD AND TENANT, THE PARTIES HEREBY AGREE THAT THE LEASE IS AMENDED AS FOLLOWS.

1. USE of Premises – Landlord is aware and agrees to the commercial growing, processing and sale of marijuana from this property and the use of the property as a state licensed marijuana establishment.
2. **Default**: Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the licensed premises if Tenant cannot be reached, abandons the property, or similar event.
3. **Renewal:** This lease originally dated May 25, 2017 was renewed May 31, 2018 until May 31, 2019 per paragraph 28 of the fully executed lease.
4. **Tenant:** Tenants are to be amended from Nicholas Holbrook and Joshua Boots to: Nicholas Holbrook and Joshua Boots dba The Fire Supply, LLC
5. With regards to any entry into the unit the fully executed lease agreement is amended to acknowledge: Notwithstanding the forgoing, during any entry by Lessor or its agents on the premises, Lessor's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Lessor have more than five persons enter the premises.
   The Lessor shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, defaults on obligations, abandons the property, or similar event.

Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

DATED effective as of the year and date above set forth.

**LANDLORD**:
**Charlene Moss Realty, Inc.**

DocuSigned by:
By: Charlene Moss
Property Manager

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**TENANT**: The Fire Supply, LLC

DocuSigned by:

By: _____

Nicholas Holbrook – Managing Member

DocuSigned by:

By: _____

Joshua Boots – Managing Member

DocuSign Envelope ID: 63841C17-B6D8-403B-829C-3F6A2CDD7B0B

Amendment #1 to commercial lease agreement for 1705 N Winding Brook Loop #A3 dated May 25, 2017 and set to expire on 5/31/2018 between Alaska Drywall Investments "LESSOR" and Joshua Boots and Nicholas Holbrook DBA The Fire Supply LLC "LESSEE."

The following additions and amendments to become part of the fully executed lease agreement.

**With regards to any entry into the unit the fully executed lease agreement is amended to acknowledge:**
Notwithstanding the forgoing, during any entry by Lessor or its agents on the premises, Lessor's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Lessor have more than five persons enter the premises.

**In addition to Section 15, item 3.** Lessor will first contact the Marijuana Control Office. The Lessor shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, defaults on obligations, abandons the property, or similar event.

LESSEE
DocuSigned by:
Joshua Boots
86BAB7DB3DBA465...
10/9/2017

LESSEE
DocuSigned by:
8016BA0DBF5A4D6...
10/9/2017

LESSOR
ALASKA DRYWALL INVESTMENTS
KURT OWEN - PARTNER
10.9.2017

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## COMMERCIAL LEASE AGREEMENT

THIS LEASE, made the 25th day of May, 2017, between ALASKA DRYWALL INVESTMENTS, an Alaska partnership, of Wasilla, AK "LESSOR". and Joshua Boots and Nicholas Holbrook "LESSEE" of Palmer, AK.

RECITALS

1. Lessor is the sole owner of the premises described below, and desires to lease the premises to a suitable lessee for the business purposes.
2. Lessee desires to lease the premises for the purpose of conducting a business of *Cannabis Production.*
3. The parties desire to enter a lease agreement defining their rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE

Lessor leases the premises located in the Palmer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows, to-wit:

Unit A3, Building A, of Lot 18,
Block 1, Winding Brook Estates,
Palmer Recording District, Third
Judicial District, State of Alaska.

to lessee for lessee's non-exclusive use as follows: *Cannabis Production.*

SECTION TWO
TERM AND RENT

Lessor demises the above premises:

(__) on a month-to-month basis, commencing on the _____ day of _____, 200__

(__) for a term of one (1) year, commencing on the ____ day of _____, _____, and terminating on the _____ day of _____, _____, or sooner as provided herein.

(X) for a term of One (1) years, commencing on the 1st day of June, 2017, and terminating on the 31st day of May, 2018, or sooner as provided herein.

The rent shall be NINE HUNDRED AND TWENTY FIVE DOLLARS AND 00/100 ($925.00) per month, payable in advance in the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to lessor at the address specified above. In the event any monthly payment is made more than five (5) days after the due date, then and in that event, a late charge of ten percent (10%) of the monthly payment shall be charged. Lessee shall pay the rent as specified herein and in Section Three hereof.

SECTION THREE
ADDITIONAL RENT

All taxes, charges, costs, and expenses that lessee assumes or agrees to pay hereunder, together with all the interest and penalties that may accrue thereon on the event of the failure of lessee to pay those items, and all other damages, costs, expenses, and sums that lessor may suffer or incur, or that may become due, by reason of any default of lessee or failure by lessee to comply with the terms and conditions of this lease shall be deemed to be additional rent, and , in the event of nonpayment, lessor shall have all the rights and remedies as herein provided for failure to pay rent. Six months of prepaid rent is due prior to move-in of June 1, 2017 totaling FIVE THOUSAND FIVE HUNDRED AND FIFTY DOLLARS AND 00/100 (5,550.00).

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## SECTION FOUR
## ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Subject to the limitation that no substantial portion of the building on the demised premises shall be demolished or removed by lessee without the prior written consent of lessor, during the lease term, subject to the conditions set forth below and at his own expense, make any alterations, additions or improvements in and to the demised premises and the building. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the premises, or change the purposes for which the building, or any part thereof, may be used.

Conditions with respect to alterations, additions or improvements are as follows:

1. Before commencement of any work all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of local regulations. The plans and specifications for any alterations estimated to cost $1,000.00 or more, shall be submitted to lessor for written approval prior to commencing work.

2. Prior to commencement of any work lessee shall pay the amount or any increase in premiums on insurance policies provided for herein because of endorsements to be made covering the risk during the course of work. In addition, if the estimated cost or work shall exceed $1,000.00, lessee shall, without cost to lessor, furnish lessor with a performance bond written by a surety acceptable to lessor in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of liens, encumbrances, and security interests, according to the approved plans and specifications.

All alterations, additions and improvements on or in the demised premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the demised premises and the sole property of lessor, except that all movable trade fixtures installed by lessee shall be and remain the property of lessee.

## SECTION FIVE SIGNS

No signs shall be erected by the lessee without the prior written approval on the lessor. Lessee shall submit to the lessor a drawing of proposed sign and an indication of where the sign is to be located. Lessor's approval, when given, shall be for the erection of the sign as designed in the location identified. No other signs shall be permitted at any time.

## SECTION SIX PARKING

Lessor shall designate parking spaces for lessee and lessee's unit on the property. Lessee's use of the property is non-exclusive and shall be shared with all other lessees in both buildings. Lessee shall comply with all rules and requirements regarding parking as designated by the lessor in the lessor's sole discretion.

Lessee shall be permitted to place vehicles at the back end of the lot on an emergency basis only. Lessee shall remove all vehicles and other personal property located in the emergency parking area within twenty-four hours after receipt of either a verbal or written notice by the lessor. In the event lessee fails to move the vehicle or other personal property, lessor shall be authorized to move those vehicles to another location on the site, provided a suitable location is available. If no other suitable location is available, lessor shall have the public storage warehouse at lessee's sole expense.

## SECTION SEVEN REPAIRS

Lessee shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all buildings and any improvements, additions, and alterations thereto, on the demised premises, and shall use all reasonable precaution to prevent waste, damage, or injury to the demised premises.

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## SECTION EIGHT UTILITIES

All applications and connections for necessary utility services on the demised premises shall be made in the of lessee only, and lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, refuse removal, janitorial services, snow removal, and telephone services. Lessee specifically may not use a burn barrel for refuse disposal, but must make arrangements with a local refuse removal company for placement of an appropriate container and periodic pickup of the lessee's refuse. The periodic pickup shall be done often enough to insure that the container is properly emptied on a regular basis and that no refuse overflows the container at any time. In the event the container becomes full, lessee must order a special pickup in order to insure that the premises, including premises used by other tenants, are keep in a clean and orderly manner all the times.

## SECTION NINE SECURITY DEPOSIT

Lessee shall deposit NINE HUNDRED AND TWENTY FIVE DOLLARS ($925.00) with lessor, which amount shall be held by lessor as security for the full and timely performance by lessee of the terms and conditions herein and for the payment of any final judgment that may be rendered against lessee for a breach of those terms and conditions. No interest shall be paid on the deposit. The rights of lessor against lessee for a breach of this lease shall in no way be limited or restricted by this security deposit, but lessor shall have the absolute right to pursue any available remedy to protect its interests herein, as if this security deposit had not been made. The deposit shall be returned to lessee at the expiration of this lease provided that all the terms and conditions herein contained have been fully performed by lessee. Should the demised premises be sold, lessor may transfer or deliver this security deposit to the purchaser of the interest, and lessor shall then be discharged from any further liability with respect to the security deposit.

In the event lessee has failed to pay any rent due, or if any rent is due upon the termination of this lease, lessee specifically authorizes lessor to apply any portion of the security deposit not used for the purposes of cleaning or repairing damages to the unit to the payment of those rents due under the terms of this lease.

## SECTION TEN INSURANCE

During the term of the lease and for any further time that lessee shall hold the demised premises, lessee shall obtain and maintain at his expense the following types and amounts of insurance:

(a) Fire Insurance. Lessee shall keep all buildings, improvements, and equipment on the demised premises, including all alterations, additions, and improvements, insured against loss or damage by fire, with all standard extended coverage that may be required by any first mortgagee, and against loss or damage due to war or nuclear agents, if that insurance is available and required by any first mortgagee. The insurance shall be in an amount sufficient to prevent lessor and lessee from becoming co-insurers under provisions of applicable policies of insurance, but in any event in an amount not less than Fifty One (51%) of the full insurable value of the demised premises, excluding the cost of excavation and of foundations. If at any time there is a dispute as to the amount of such insurance the same shall be settled by arbitration.

(b) Personal Injury and Property Damage Insurance. Insurance against liability for bodily injury and property damage and machinery insurance, all to be in amounts and in forms of insurance policies as may from time to time be required by lessor, shall be provided by lessee. This requirement shall specifically include plate glass insurance, covering the glass in the demised premises.

(c) Rent Insurance. Rent insurance in an amount not less than the annual net rent plus the estimated annual taxes, utilities, and assessments, together with annual premiums for insurance required in this section, shall be obtained by lessee.

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(d) Other Insurance. Lessee shall provide and keep in force other insurance in amounts that may from time to time be required by lessor against other insurable hazards as are commonly insured against for the type of business activity that lessee will conduct.

All insurance provided by lessee as required by this section shall be carried in favor of lessor and lessee as their respective interests may appear, and in the case of insurance against damage to the demised premises by fire or other casualty shall prove that loss, if any, shall be adjusted with and be payable to lessor. If requested by lessor, any insurance against fire or other casualty shall provide that loss shall be payable to the holder under a standard mortgage clause. Rent insurance and use and occupancy insurance may be carried in favor of lessee, but the proceeds are hereby assigned to lessor to be held by lessor as security for the assigned to the lessor to be held by lessor as security for the payment of the rent and any additional rent hereunder until restoration of the premises. All insurance shall be written with responsible companies that lessor shall approve, and the policies shall be held by lessor or, when appropriate by the holder of any mortgage, in which case copies of the policies or certificates of insurance shall be delivered by lessee to lessor. All policies shall require 30 days' notices by registered mail to lessor of any cancellation or change affecting any interest of lessor.

## SECTION ELEVEN PROHIBITED USES

Lessee shall not commit or permit the commission of any acts on the premises or permit the use in any way that:

(a) will increase the existing rate for or cause cancellation of any fire, casualty, liability or other insurance polity insuring the premises or the contents;

(b) violates or conflicts with any law, statute, ordinance, or government rule or regulation, whether now in force or hereafter enacted, governing the premises;

(c) obstructs or interferes with the rights of other lessees or occupants in the building where the premises are located or injures or annoys them; or

(d) constitutes the commission of waste on the premises or the commission or maintenance of a nuisance.

## SECTION TWELVE HAZARDOUS MATERIALS

Lessee is aware that the premises are adjacent to and border on Wasilla Creek and as such, the property is viewed as highly sensitive by local authorities and by the lessor. Lessee acknowledges the proximity of the Creek and the importance of insuring that there are no hazardous materials of any kind are spilled into or leach into the Creek at any time.

Lessee covenants and agrees that during the term of this Lease, neither Lessee nor any of Lessee's agents, employees, contractors, invitees, assignees, or sub lessees shall cause any hazardous material to be brought on, kept, or used in, on, or, about the leased premises, or transported to or from the premises without the prior written consent of Lessor, which Lessor shall not unreasonably withhold so long as Lessee demonstrates to Lessor's satisfaction that the hazardous material: (1) is necessary or useful to Lessee's business; (2) would be used , kept, stored, and disposed of in a manner that fully complies with all laws, rules, statutes, ordinances, orders, requirements, or policies of any governmental agency or authority or any fire insurance underwriters applicable to any such hazardous material; and (3) would not substantially increase the risk of fire or other casualty to the leased premises.

Lessor hereby consents to the following specific uses by Lessee of hazardous material: None

Lessee covenants and agrees that to the extent Lessee or any of Lessee's agents, employees, contractors, invitees, assignees, or sub lessees shall cause any hazardous material to be kept, used, or present in, on, or about the leased premises, Lessee shall ensure that the hazardous material is in full compliance with any and all statutes, rules, and regulations of any local, state and federal governmental agency relating thereto.

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If Lessee breaches any of its obligations contained in the section, or if any act or omission of Lessee or any of its agents, employees, contractors, invites, assignees, or sub lessees causes any hazardous material to be discharged or released form, on, or in the leased premises, then Lessee shall indemnify Lessor against and hold Lessor harmless from, any and all claims, judgements, damages, penalties, fines, costs, liabilities, losses, and expenses (including, without limitation, attorney fees, consultant fees, and expert fees) arising during or after the term of this Lease as a result of that breach or that discharge or release. This indemnification includes, without limitation, costs incurred in connection with the investigation of site conditions or any cleanup, repair, removal, or detoxification work required by any federal, state, or local governmental agency or political subdivision. Without limiting the foregoing, if the presence of any hazardous material in or on the premises caused by Lessee or any of Lessee's agents, employees, contractors, invitees, assignees, or sub lessees results in any discharge or release of hazardous material from, in, or on the leased premises, Lessee shall promptly take all action, at its sole expense, as necessary or appropriate to return the premises to the conditions existing before that discharge or release. However, prior to taking any such remedial action, Lessee shall first obtain Lessor's prior approval, including, without limitation, approval or any contractors Lessee proposes to hire to perform the remedial work, which approval Lessor shall not unreasonably withhold, so long as Lessee demonstrates to Lessor's satisfaction that the remedial action would not have any significant adverse long-term or short-term effect on the leased premises.

## SECTION THIRTEEN

## INDEMNITY

Lessee shall indemnify lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premised, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment , materials, or alterations of buildings or improvements thereon.

## SECTION FOURTEEN

## DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this lease by lessee:

(1) If lessee, or any successor or assignee of lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

(2) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 30 days after the institution of appointment.

(3) If lessee shall fail to pay lessor any rent or additional rent when the rent shall become due and shall not make the payment within 10 days after notice thereof by lessor to lessee.

(4) If lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of 10 days after notice thereof by lessor to lessee or, if the performance cannot be reasonably had within the 10-day period, lessee shall not in good faith have commenced performance within the 10-day period and shall not diligently proceed to completion of performance.

(5) If lessee shall vacate or abandon the demised premises.

(6) If this lease or the estate of lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

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(7) If lessee fails to take possession of the demised premises on the term commencement date, or within 10 days after notice that the demised premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

## SECTION FIFTEEN

## EFFECT OF DEFAULT

In the event of any default hereunder, as set forth in Section Fourteen, the rights of lessor shall be as follows:

(1) Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of lessee hereunder, by giving to lessee not less than 10 days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title and interest of lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(2) Lessor may elect, but shall not be obligated, to make any payment required of lessee herein or comply with any agreement, term, or condition required hereby to be performed by lessee, and lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by lessor shall not be deemed to waive or release the default of lessee or the right of lessor to take any action as may be otherwise permissible hereunder in the case of any default.

(3) Lessor may reenter the premises immediately and remove the property and personnel of lessee, and store the property in a public warehouse or at a place selected by lessor, at the expense of lessee. After reentry lessor may terminate the lease on giving 10 days' written notice of termination to lessee. Without the notice, reentry will not terminate the lease. On termination the lessor may recover from lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due lessor from lessee.

(4) After reentry, lessor may relet the premises or any part thereof for any term without terminating the lease, at the rent and on the terms as lessor may choose. Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows:

(a) In addition to lessee's liability to lessor for breach of the lease, lessee shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by lessor under the new lease agreement and the rent installments that are due for the same period under this lease.

(b) Lessor shall have the right, but shall not be required, to apply the rent received from reletting the premises (1) to reduce the indebtedness of lessee to lessor under the lease, not including indebtedness for rent, (2) to expenses of reletting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

If the new lessee does not pay a rent installment promptly to lessor, and the rent installment has been credited in advance of payment to the indebtedness of lessee other than rent, or if rentals from the new lessee have otherwise applied by lessor as provided for herein and during any rent installment period are less than the rent payable for the corresponding installment period under this lease, lessee shall pay lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period. Lessor may at any time after a reletting terminate the lease for the breach on which lessor had based the reentry and subsequently relet the premises.

(5) After reentry, lessor may procure the appointment of a receiver to take possession and collect rents and profits of the business of lessee, and, if necessary to collect the rents and profits. The receiver may carry on the business of lessee and take possession of the personal property used in the business of lessee, including inventory, trade fixtures, and

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furnishings, and use them in the business without compensating lessee. Proceedings for appointment of a receiver by lessor, or the appointment of a receiver and the conduct of the business of lessee by the receiver, shall not terminate and forfeit this lease unless lessor has given written notice of termination to lessee as provided herein.

SECTION SIXTEEN

DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term from any cause, lessor shall forthwith repair the same, provided the repairs can be made within 90 days under the laws and regulations or applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by lessee in the premises. If the repairs cannot be made in the specified time, lessor may, at lessor's option, make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. In the event of any partial destructions that lessor is obligated to repair or may elect to repair under the terms of this paragraph, the provisions of Alaska statute, authorizing lessee to make repairs at the expense of lessor, are hereby waived by lessee. Should the building in which the demised premises are situated be destroyed to the extent of not less than Fifty One percent (51%) of the replacement cost thereof, this lease shall be terminated. Any dispute between lessor and lessee relative to the provisions of the section shall be subject to arbitration. Each party shall select an arbitrator and the two arbitrators so selected shall select a third arbitrator between them, the controversy being heard by the three arbitrators so selected. The decision of the three arbitrators shall be final and binding on both lessor and lessee, who shall bear the cost of arbitration equally between them.

SECTION SEVENTEEN

CONDEMNATION

Rights and duties in the event of condemnation are as follows:

(1) If the whole of the demised premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this lease shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

(2) If the whole of the demised premises shall be taken or condemned, this lease and the term hereof shall not cease or terminate, but the rent payable after the date on which lessee shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by lessee as the parties may agree or as shall be determined by arbitration.

(3) In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to lessor without any deduction therefrom for the value of the unexpired term of this of this lease or for any other estate or interest in the demised now or later vested in lessee. Lessee assigns to lessor all his right, title and interest I any and all such awards.

(4) In the event of a partial taking, lessee shall promptly proceed to restore the remainder of the building on the demised premises to a self-contained architectural unit and lessor shall pay to lessee the cost of restoration but in no event to exceed a sum equal to the amount of the separate award made to and received by lessor for consequential damages. In the event there is no separate award for consequential damage, the value shall be fixed and settled by arbitration as herein provided. The balance of any separate award or allocated amount not so used shall belong to and be retained by lessor as its sole property.

(5) In case of any governmental action not resulting in the taking or condemnation of any portion of the demised premises but creating a right to compensation therefor, or if less

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than a fee title to all or any portion of the demised premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this section, but shall by governed by applicable law.

SECTION EIGHTEEN

SUBORDINATION

This lease and all rights of lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part thereof, and to any and all renewals, modifications, or extensions of any such mortgages. Lessee shall on demand execute, acknowledge, and deliver to lessor, without expense to lessor, any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and if lessee shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, lessor in addition to any other remedies available in consequence thereof, my execute, acknowledge, and deliver the same as lessee's attorney in fact and in lessee's name. Lessee hereby irrevocably makes, constitutes and appoints lessor, its successors and assigns, his attorney in fact for that purpose.

SECTION NINETEEN

ACCESS TO PREMISES; SIGNS POSTED BY LESSOR

Lessee shall permit lessor or its agents to enter the demised premises at all reasonable hours to inspect the premises or make repairs that lessee may neglect or refuse to make in accordance with the provisions of this lease, and also to show the premises to prospective buyers. At any time within one year prior to expiration of the term, lessor may show the persons wishing to rent the premises. Lessee shall, within TWO months prior to expiration of the term, permit the usual notices of "For Rent" and "For Sale" to be placed on the demised premises and to remain thereon without hindrance and molestation.

SECTION TWENTY

EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises, and lessor shall not be liable to lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

SECTION TWENTY-ONE

QUIET ENJOYMENT

Lessor warrants that lessee shall be granted peaceable and quit enjoyment of the demised premises free from any eviction or interference by lessor if lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on lessee.

SECTION TWENTY-TWO

LIABILITY OF LESSOR

Lessee shall be in exclusive control and possession of the demised premises, and lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of lessee. The provisions herein permitting lessor to enter and inspect the demised premises are made to insure that lessee is in compliance with the terms and conditions hereof and to make repairs that lessee has failed to make. Lessor shall not be liable to lessee for any entry on the premises for inspection purposes.

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## SECTION TWENTY-THREE

## RENT ABATEMENT

No abatement, diminution, or reduction of rent shall be claimed or allowed to lessee or any person claiming under him under any circumstances, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements, or repairs to the premises, because of any governmental laws or arising from and during the restoration of the demised premises after the destruction or damage thereof by fire or other cause or the taking or condemnation of a portion only of the demised premises except as provided in Section 15.

## SECTION TWENTY-FOUR

## REPRESENTATIONS BY LESSOR

At the commencement of the term lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and lessee agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of lessor in respect thereto except as contained in the provisions of this lease, and lessor shall in no event be liable for any latent defects.

## SECTION TWENTY-FIVE

## WAIVERS

The failure of lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

## SECTION TWENTY-SIX

## NOTICE

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process. Minimum 60 days written notice to vacate is required, on or before the first day that rent is due.

## SECTION TWENTY-SEVEN

## ASSIGNMENT, MORTGAGE, OR SUBLEASE

Neither lessee nor his successors or assigns shall assign, mortgage, pledge, or encumber this lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of lessor in each instance. If this lease is assigned or transferred, or if all or any part of the demised premises is sublet or occupied by anybody other than lessee, lessor may, after default by lessee, collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferee, subtenant, or occupant as lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this lease and shall not be released from the performance of the terms and conditions hereof. The consent be lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve lessee from obtaining the express written consent of lessor to any future transfer of interest.

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## SECTION TWENTY-EIGHT

## OPTION TO RENEW

Lessor grants to lessee an option to renew this lease for a period of ONE year after expiration of the term of this lease, at a rental of NINE HUNDRED AND TWENTY FIVE DOLLARS ($925.00) per month, with all other terms and conditions of the renewal lease to be the same as those herein. To exercise this option, lessee must give lessor written notice of the intention to do so at least 60 days before this lease expires.

## SECTION TWENTY-NINE

## SURRENDER OF POSSESSION

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the demised premises to lessor free of subtenancies, including all buildings, additions, and improvements constructed or placed thereon by lessee, except movable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to lessee, if not removed at the termination or default, and if lessor shall so elect, shall be deemed abandoned and become the property of lessor without any payment of offset therefor. Lessor may remove such fixtures or property from the demised premises and store them at the risk and expense of lessee if lessor shall not so elect. Lessee shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures, and personal property.

## SECTION THIRTY

## REMEDIES OF LESSOR

In the event of a breach or a threatened breach by lessee of any of the terms or conditions hereof, lessor shall have the right of injunction to restrain lessee and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were no provided herein.

The rights and remedies given to lessor in this lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by lessor, shall be deemed to be in exclusion of any of the other herein, by law, or by equity provided.

In all cases hereunder, and in any suit, action or proceeding of any kind between the parties, it shall be presumptive evidence of the fact of the existence of a charge being due if lessor shall produce a bill, notice, or certificate of any public official entitled to give that notice to the effect that such charge appears of record on the books in his office and has not been paid.

No receipt of money by lessor from lessee after default or cancellation of this lease in any lawful manner shall (1) reinstate, continue or extend the term or affect any notice given to lessee, (2) operate as a waiver of the right of lessor to enforce the payment of rent and additional rent then due or falling due, or (3) operate as a waiver of the right of lessor to recover possession of the demised premises by proper suit, action, proceeding, or other remedy. After (1) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (2) the commencement of any suit, action, proceeding, or other remedy, or (3) final order or judgment for possession of the demised premises, lessor may demand, receive, and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the demised premises or at the election of lessor, on account of the liability of lessee hereunder.

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SECTION THIRTY-ONE

TOTAL AGREEMENT: APPLICABLE TO SUCCESSORS

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION THIRTY-TWO

APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

SECTION THIRTY-THREE

TIME OF THE ESSENCE

Time is of the essence in all provisions of this lease.

SECTION THIRTY-FOUR

ADDITIONAL PROVISIONS

1. LESSEE TO BE RESPONSIBLE FOR ENSTAR NATURAL GAS METER #93754 AND MEA METER #TE120260.
2. LESSEE TO BE RESPONSIBLE FOR MTA (TELEPHONE).
3. LESSEE TO BE RESPONSIBLE FOR GARBAGE REMOVAL.
4. SECURITY DEPOSIT OF $925.00 TO BE HELD IN TRUST BY CHARLENE MOSS REALTY, INC.
5. LESSOR TO BE RESPONSIBLE FOR CHANGING WATER FILTERS AND SNOW REMOVAL.

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

LESSOR: Charlene Moss Realty, INC

BY: Charlene Moss

TITLE: Broker - Property Manager

LESSEE:

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Site Information

| | | | |
|---|---|---|---|
| Account Number | 3051B01L018 | Subdivision | WINDING BRK EST |
| Parcel ID | 12099 | City | None |
| TRS | S17N01E03 | Map | This is a remote parcel. It has a map number, but no corresponding map. |
| Abbreviated Description (Not for Conveyance) | WINDING BRK EST BLOCK 1 LOT 18 | | |
| Site Address | 1705 N WINDING BROOK LOOP | | |

Tax Map | DWG Download | Interactive WebMap

Ownership

| | | | |
|---|---|---|---|
| Owners | JACOBSEN GARY & THAMM TIM OWEN KURT & BRACKNEY ROBT | Buyers | |
| Primary Owner's Address | % CHARLENE MOSS REALTY 179 E NELSON AVE WASILLA AK 99654 | Primary Buyer's Address | |

Appraisal Information (Show Building Information)

| Year | Land Appraised | Bldg. Appraised | Total Appraised |
|---|---|---|---|
| 2018 | $146,500.00 | $221,900.00 | $368,400.00 |
| 2017 | $146,500.00 | $235,000.00 | $381,500.00 |
| 2016 | $146,500.00 | $251,700.00 | $398,200.00 |

Assessment

| Year | Land Assessed | Bldg. Assessed | Total Assessed* |
|---|---|---|---|
| 2018 | $146,500.00 | $221,900.00 | $368,400.00 |
| 2017 | $146,500.00 | $235,000.00 | $381,500.00 |
| 2016 | $146,500.00 | $251,700.00 | $398,200.00 |

Tax/Billing Information

| Year | Certified | Zone | Mill | Tax Billed |
|---|---|---|---|---|
| 2018 | Yes | 0005 | :: | :: |
| 2017 | Yes | 0005 | 14.62 | $5577.53 |
| 2016 | Yes | 0005 | 14.249 | $5673.96 |

Recorded Documents

| Date | Type | Recording Info (offsite link to DNR) |
|---|---|---|
| 7/26/1991 | WARRANTY DEED (ALL TYPES) | Palmer Bk: 657 Pg: 176 |

Land and Miscellaneous

| Gross Acreage | Taxable Acreage | Assembly District | Precinct | Fire Service Area | Road Service Area |
|---|---|---|---|---|---|
| 1.39 | 1.39 | Assembly District 002 | 11-065 | 132 Greater Palmer Consol | 009 Midway RSA |

* Total Assessed is net of exemptions and deferments.rest, penalties, and other charges posted after Last Update Date are not reflected in balances.

Last Updated: 6/6/2018 4:00:05 AM

† If account is in foreclosure, payment must be in certified funds.

| | |
|---|---|
| **From:** | Sawyer, Jane Preston (CED) |
| **To:** | Drulis, Jacqlene M (CED) |
| **Subject:** | FW: Following up on corrections received 9.20.18-The Fire Supply license 15015 |
| **Date:** | Thursday, September 27, 2018 4:24:27 PM |
| **Attachments:** | image001.png |

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**From:** Marijuana Licensing (CED sponsored)
**Sent:** Thursday, September 27, 2018 11:09 AM
**To:** 'Jana Weltzin' <jana@jdwcounsel.com>; Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; Valerie Mastolier <valerie@jdwcounsel.com>
**Cc:** Josh Boots <joshbootsak@gmail.com>; Nicholas Holbrook <holbrookconstructionllc@yahoo.com>
**Subject:** RE: Following up on corrections received 9.20.18-The Fire Supply license 15015

Okay. We will include this email (your response) as part of the entire POPPP document, and will also include the 'missing pages' document.

But we do need commercial lease and amendments to it to say the tenant is The Fire Supply, LLC.

*Jane Sawyer*
Occupational Licensing Examiner
Alcohol and Marijuana Control Office
907-269-0350

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**From:** Jana Weltzin <jana@jdwcounsel.com>
**Sent:** Thursday, September 27, 2018 10:43 AM
**To:** Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; Valerie Mastolier <valerie@jdwcounsel.com>
**Cc:** Josh Boots <joshbootsak@gmail.com>; Nicholas Holbrook <holbrookconstructionllc@yahoo.com>; Jana Weltzin <jana@jdwcounsel.com>
**Subject:** RE: Following up on corrections received 9.20.18-The Fire Supply license 15015

Charlene isnt just the broker, she is the property manager, the document you sent yesterday labeled Another Lease w missing pages is actually the property manager disclosure and explains that Charlene works for the owners of the property and is authorized to lease the premises and manage the property and the agreement with the tenant. If you go to page three of the 15015 Another lease with missing pages document you will see the names of the landowners with Charlene's. Further down on page three under the "other boxes" you will see where the relationships between Charlene and owners are defined, one of the owners of the land (Kurt Owen) is the significant other of Charlene.

On the amendment (first page of Commercial lease and amendment documents) you will see Kurt

Owen signed the amendment. Second page, on the amendment Charlene signed as property manager. The lease is between Alaska Drywall partnerships (which on the document titled Another Lease you can see that partnership is referenced and is a partnership w the folks on mat su borough property info). Alaska Drywall Investments partnership is the partnership of the four owners of the building is my understanding.

We did not draft this lease, this is the landlord and the property manager's form document – read in conjunction with both documents (the commercial lease and doc titled Another Lease w missing pages) you can see its owned by a partnership, that has designed its related person, Charlene, to be property manager authorized to manage the property and sign leases and amendments, etc.

Do you want Charlene's contact information? Again, we did not draft this lease, and it's a form that the owner and property manager uses for their rentals. Please let me know and thank you, jana

---

**From:** Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
**Sent:** Thursday, September 27, 2018 10:19 AM
**To:** Jana Weltzin <jana@jdwcounsel.com>; Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; Valerie Mastolier <valerie@jdwcounsel.com>
**Cc:** Josh Boots <joshbootsak@gmail.com>; Nicholas Holbrook <holbrookconstructionllc@yahoo.com>
**Subject:** RE: Following up on corrections received 9.20.18-The Fire Supply license 15015

Yes, we would accept the borough's property search (which we do know how to look up but this needs to come from the applicant), BUT now the question becomes: who are Gary Jacobsen, Tim Thamm, Kurt Owen, and Robert Brackney? In other words, why is the commercial lease from Alaska Drywall Investments, and not from the property owners?... I am not an expert on leases by any means, I'm just trying to figure it out. I figured out that Charlene Moss is the Broker, but that's it.

Thank you,

**Jacqlene Drulis**
Occupational Licensing Examiner
Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, Alaska 99501

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**From:** Jana Weltzin <jana@jdwcounsel.com>
**Sent:** Thursday, September 27, 2018 9:47 AM
**To:** Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; Valerie Mastolier <valerie@jdwcounsel.com>
**Cc:** Josh Boots <joshbootsak@gmail.com>; Nicholas Holbrook <holbrookconstructionllc@yahoo.com>; Jana Weltzin <jana@jdwcounsel.com>

**Subject:** RE: Following up on corrections received 9.20.18-The Fire Supply license 15015

Hi Jacque – we are working on your items below – for the last bullet point, the physical address vs the real property description, the issue with the address on the commercial lease (and yes use the commercial lease and amendment docs only) the zip code had a typo so that is why it was Wasilla and not palmer (ie 99645 which is the right zip vs 99654, which is the wrong zip).

For the "linking document" you request, would the following be acceptable – under the Mat Su Borough my property search, if you put the physical address for the location in it takes you to the mat su property info page (see attached) and then if you see where I circled in red, recording info, it'll take you to the deed which has the legal description – legal descriptions typically don't include unit numbers. Is this enough to satisfy your linking document request? Please let us know as soon as possible. Thanks and we are working on the other items.

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**From:** Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
**Sent:** Wednesday, September 26, 2018 3:24 PM
**To:** Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; Valerie Mastolier <valerie@jdwcounsel.com>
**Cc:** Jana Weltzin <jana@jdwcounsel.com>; Josh Boots <joshbootsak@gmail.com>; Nicholas Holbrook <holbrookconstructionllc@yahoo.com>
**Subject:** Following up on corrections received 9.20.18-The Fire Supply license 15015

JDW Team,

The lease is still incomplete for the following reasons:

- There are two leases, which lease am I supposed to consider for this application? Anyway, that's the first issue, please let me know if I am not looking at this right.
- Since one lease is missing pages, I am going to talk about the Commercial Lease and Amendments document I attached to this email:
    - The lease and amendments, still show Joshua Boots and Nicholas Holbrook as the tenants, it **does not** show that The Fire Supply, LLC is the tenant. If you look at your lease amendments, they imply that Nicholas and Joshua are the tenants as individuals, not The Fire Supply, LLC, you are using The Fire Supply, LLC as a doing-business-as, not as tenant.
    - One of the amendments to the Commercial Lease has the address of Wasilla, instead of Palmer. Or should it be Wasilla? That needs to be corrected.
    - The Commercial Lease references the location with the legal description, and I could not find the physical address in the lease. We need a linking document, or affidavit signed by the parties involved, or even possibly through an amendment where the legal description shown on the lease is the same as the physical address, including the unit.

**Jacqlene Drulis**
Occupational Licensing Examiner

Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, Alaska 99501

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**From:** Marijuana Licensing (CED sponsored)
**Sent:** Thursday, September 20, 2018 4:26 PM
**To:** 'Valerie Mastolier' <valerie@jdwcounsel.com>; Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
**Cc:** Jana Weltzin <jana@jdwcounsel.com>; Josh Boots <joshbootsak@gmail.com>; Nicholas Holbrook <holbrookconstructionllc@yahoo.com>
**Subject:** RE: Attn. Jacq License No. 151015

Hi Valerie,

Because the lease was not for the correct unit number (therefore the wrong address) the lease was not reviewed in its entirety. What you are highlighting on your email was simply reminding you that the appropriate lease must have those clauses (not implying that they are not correct). Additionally, just to make sure we are on the same page, in this case, the lease needs to be to The Fire Supply, LLC (not the individuals) as the tenant/lessee. Furthermore, the lease must have all the appropriate signatures (lessor and lessee). Also, please do not submit unnecessary documents (there was some sort of checklist with this one, these documents get posted on our website for the public to see).

Thanks,

**Jacqlene Drulis**
Occupational Licensing Examiner
Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, Alaska 99501

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**From:** Valerie Mastolier <valerie@jdwcounsel.com>
**Sent:** Thursday, September 20, 2018 10:01 AM
**To:** Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
**Cc:** Jana Weltzin <jana@jdwcounsel.com>; Josh Boots <joshbootsak@gmail.com>; Nicholas Holbrook <holbrookconstructionllc@yahoo.com>; Oates, Sarah D (CED) <sarah.oates@alaska.gov>
**Subject:** Attn. Jacq License No. 151015

Good Morning Jacq,

**this is just for clarification purposes and we are not submitting our response to you incomplete letter yet*

We received an incomplete letter for our client, The Fire Supply, LLC on September 18, 2018. In the incomplete letter it states:

• Proof of Possession for Proposed Premises o What you provided as proof of possession is inadequate because it is for the wrong address and lessee/tenant. Please submit the current, legally binding lease for The Fire Supply, LLC with the correct address of unit #A3. Also, make sure to include the following: An acknowledgment from the landlord/lessor that the premises will be used as a marijuana establishment, and A disclaimer that the landlord/lessor may not take possession or remove marijuana from the premises, and AMCO will be contacted in the event that this is necessary.

Attached is a copy of the POPPP that was originally submitted with an amendment on the first page covering the disclaimers you stated were needed on the incomplete letter. Please see attached document. Is the attached document not sufficient for an acknowledgment as well as a disclaimer that the landlord/lessor may not take possession or remove marijuana from the premises, and AMCO will be contacted in the event that this is necessary?

Thank you!

--

*Valerie Mastolier*
JDW, LLC
Office Manager & Paralegal
3003 Minnesota Drive Suite 201
Anchorage, Alaska 99503
907-231-3750
info@jdwcounsel.com
valerie@jdwcounsel.com

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P Think green, please don't print unnecessarily

## LEASE AGREEMENT FOR PROPERTY ADDRESS:

**1705 N Winding Brook Loop #A3 Wasilla, AK 99654**

**Please be advised...**

**YOU ARE ENTERING A CONTRACT!** I understand that if I decide to change my mind after signing this Lease Agreement, Charlene Moss Realty, Inc. **will not return my deposit or rent money.** It is non-refundable and will be paid back only if another tenant is found to relieve us of our obligation, less any losses suffered by the owner resulting from such breach of contract.

*Tenant Initials* _____ / _____

**SECURITY DEPOSIT CLAUSE:** I understand that my **Security Deposit is NOT RENT.** Under NO CIRCUMSTANCES will any security deposit be applied to pay the last months rent. When a tenant moves out he or she has legal right to get back the full security deposit if: all rent is paid, the premises are left clean and there is no damage other than normal wear & tear and all conditions of the lease are fulfilled.

*Tenant Initials* _____ / _____

**NOTICE TO VACATE REQUIREMENT:** I understand that I need to provide a 60 day WRITTEN notice when I intend to move out, even though I am on a **1 year** lease. I need to give this written notice on or before the 1st day of the month I am moving.

**Example:** **May 31st Move-Out Date**
**April 1st (or earlier) WRITTEN Notice to CMRI**

If I plan to move out May 31st, I need to give written notice **on or before** April 1st. If I do not give proper written notice, I will be held responsible for the rent, leasing fees, advertising, utilities and all other costs accrued until a new tenant is found. Lessee shall keep all required utilities to remain active during the tenancy terms as outlined in the rental agreement. They are not to be shut off or disconnected at anytime. New tenants can be found to take over a rental agreement, but only through the Property Manager, no subletting.

"TENANT'S NOTICE TO VACATE FORM" is required to be filled out the when giving written notice to vacate property. This form is provided with the Charlene Moss Realty, Inc. Lease Agreement, as well as available at our office.

**In the event Tenant(s) want to be released from the existing Rental Agreement PRIOR TO THE EXPIRATION OF THIS CONTRACT, Tenants will be responsible for all costs involved in placing a new tenant including but not limited to a $500 Vacancy Fill Fee + $10 City of Wasilla Sales Tax + Re-Keying Costs. I understand I will be held responsible for the rent, leasing fees, advertising, utilities and all other costs accrued until a new tenant has signed a lease.** If you have any questions please call our office for further information (357-1414).

*Tenant Initials* _____ / _____

**REPRESENTATION DISCLOSURE:** I UNDERSTAND THE LICENSEE, CHARLENE D. MOSS, PROPERTY MANAGER, WORKS FOR THE OWNER AND NOT ME. CHARLENE D. MOSS IS RESPONSIBLE TO FIND THE BEST TENANT FOR THE OWNER'S INTEREST. THE LICENSEE DOES NOT WORK ON BEHALF OF THE TENANT.

*Tenant Initials* _____ / _____

I have read, initialed and I understand all of the above-initialed items.

Lessee: _____ Date: 5/25/17

Lessee: _____ Date: 5/25/17

Lessor: Charlene Moss Date: 5.25.17
CHARLENE MOSS REALTY, INC.

BY: PROPERTY MANAGER

Tenant(s) Joshua Boots and Nicholas Holbrook

Property Address 1705 N Winding Brook Loop #A3



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# TANK TIPS FOR TENANTS

Unless otherwise noted in your Lease Agreement, the property you are renting is not on city sewer. Instead, the wastewater disposal system is composed of a **SEPTIC TANK** and leachfield. In order to keep the septic system working properly, prevent back-ups or costly repairs and replacement (costs which may be charged back to you, the Lessee), please abide by the following tips.

*Back-up of septic system resulting from failure to abide by tips listed below may result in charge to Lessee for costs of repairs.*

*Tenant Initials* _____

## DO ...

- Use **liquid laundry** detergent, as it is more easily broken down. Powdered detergents may not break down which can plug the line at the baffle on a septic tank and accumulate at the bottom of the tank. If you must use powdered detergents, make sure it is biodegradable and has dissolved;
- **Space your laundry loads and showers.** Excessive water use within short time periods puts extra stress on the septic system and may lead to premature failure;
- **Fix leaking faucets and toilets;**
- Use **water saving devices** in toilets and showers;
- Use the dishwasher or washing machine only when you have **full loads;**
- **Call Property Manager** if your toilets don't flush properly or showers and drains run slowly, this is a sign that the septic tank maybe full or the pipes may be clogged.
- **Call Property Manager** if you note sewage coming out of outside standpipes, this is a health hazard and should be cleaned up or covered with lime as soon as possible. Children and pets should be kept away from this area until properly cleaned up;
- Make sure standpipes remain **properly capped.** This helps prevent rocks and debris from going down into the tank and prevents odors in your home.

## DON'T ...

- **Pour Grease Down Your Drains.** Wipe out pans and skillets with paper towels prior to washing them in order to keep grease from going down the drains;
- **Use your garbage disposal** if you have one, or use it sparingly.
- Put anything other than toilet paper down you toilet, nor let anything other than wastewater go down your drains. **Paper towels, newspaper, sanitary napkins, tampons, condoms, rags, panti-liners, cigarette butts, diapers, handy wipes, baby wipes, and even Kleenex** will not decompose and will add to the build-up at the bottom of the tanks.
- **Dump solvents, oils paints, thinners, disinfectants, pesticides, or poisons down the drain,** as it can disrupt the treatment process and contaminate the groundwater;
- Allow children to **throw plastic toys and clothes down the toilet,** as these often get stuck in the pipes and result in backups;
- Use an excessive amount of **chlorine in your wash.** Clorox II is a good substitute;
- Use **automatic toilet bowl cleaners,** as they destroy the bacterial action of the septic system;
- Use strong chemicals such as **DRANO or LIQUID PLUMBER;**
- Plant anything **over the drainfield** except grass;
- Allow children to throw **rocks or sticks down the standpipes;**
- **Cut down standpipes** in the yard. Locating standpipes is critical, if cut down standpipes may be difficult to locate during winter months.
- **Dive vehicles or other heavy equipment,** or allow large animals to travel **over the septic system.**

Page 14 1705 N Winding Brook Loop #A3 Property Address Joshua Boots and Nicholas Holbrook Tenant(s)

Received by AMCO 9/20/18

## Disclosure of Conflict of Interest

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.

The following conflicts of interest are hereby being disclosed in relation to the sale/lease of the property commonly known as:

Address: **1705 N Winding Brook Loop #A3**

Legal (the Property): Winding Brook Estates L18 B1 #A3

Licensee(s): Charlene Moss, Rheannon Burgoyne, Kurt Owen, Bonnie Leonard, Jessica Bair of

Real Estate Brokerage: Charlene Moss Realty, Inc.

**Check any that may apply:**

☐ The Buyer/Lessee is a real estate licensee in the state of Alaska.

☒ The Seller/Lessor is a real estate licensee in the state of Alaska.

☐ The Buyer/Lessee is related to the real estate licensee in this transaction.

☐ The Seller/Lessor is related to the real estate licensee in this transaction.

☐ The Buyer/Lessee has a business relationship with the real estate licensee in this transaction.

☒ A contractor performing work on the Property is related to the real estate licensee in this transaction.

☒ A contractor performing work on the Property is the real estate licensee in this transaction.

☐ The Seller/Lessor is offering a bonus to the Selling/Leasing Broker.

☒ Other Kurt Owen, owner of Kurt Owen Drywall, Inc. is the significant other of Charlene Moss, Owner/Broker of Charlene Moss Realty, Inc.

☒ Other Kurt Owen Drywall, Inc. is a Licensed and insured General Contractor and is a preferred contractor for Charlene Moss Realty, Inc. Kurt Owen is licensed to sell Real Estate in the state of Alaska.

☒ Other Kurt Owen, Charlene Moss, and Rheannon Burgoyne, licensees of Charlene Moss Realty, Inc. are related.

☒ Other All parties are aware Charlene Moss Realty, Inc. may be used as a portfolio manager/property manager for individual units within the Association.

Dated: 5/25/17

Buyer/Lessee 1:

Buyer/Lessee 2:

Buyer/Lessee 3:

Dated: 5.25.17

Seller/Lessor 1: CHARLENE MOSS REALTY, INC.

Seller/Lessor 2:

Seller/Lessor 3:

Form 70745. Originated 1/05. Revised 03/13 © 2013 Alaska Multiple Listing Service, Inc. (AK MLS) All rights reserved.



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## Disclosure of Information on
## LEAD-BASED PAINT
## and/or Lead-Based Paint Hazards

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure :** **YEAR PROPERTY BUILT** 1982

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) X Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment** (initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

(e) Lessee has (check one below):

(i) _____ Received a 10-day opportunity (or mutually agreed upon period to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

(ii) X Lessee has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards

**Agent's Acknowledgment** (initial)

(e) CM Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessee: _____ Date: 5/25/17

Lessee: _____ Date: 5/25/17

Lessor: Charlene Moss Date: 5.25.17
CHARLENE MOSS REALTY, INC

BY: PROPERTY MANAGER

Tenant(s) Joshua Boots and Nicholas Holbrook

Property Address 1705 N Winding Brook Loop #A3



Received by AMCO 9/20/18

## Disclosure of Information on
## MOLD

This disclosure is incorporated into and made part of the Lease executed by the Lessor and Lessee referring to and incorporating the Leased Premises.

Potential health effects and symptoms associated with mold exposures include allergic reactions, asthma, and other respiratory complaints. Mold can be found almost anywhere and can grow on virtually any substance, providing moisture is present. There is no practical way to eliminate all mold and mold spores in an indoor environment. The best way to control indoor mold growth is by controlling moisture.

**Tenant acknowledges that the Landlord has provided direction to the Tenant on how to obtain mold informational pamphlets that are made available to the public through the United States Environmental Protection Agency (EPA). These pamphlets can be accessed by any of the methods listed below:**

Mail: Protection U.S. EPA/Office of Radiation and Indoor Air
Indoor Environments Division
1200 Pennsylvania Avenue, NW
Mail code 6609J
Washington, DC 20460

Phone: (202) 343-9370

Website: http://www.epa.gov/iag/molds/index.html

_X_ Lessor has no knowledge of whether or not mold is located in or around the Leased Premises.

____ Lessor discloses any known information concerning mold located in or around the following areas of the Leased Premises.

_____

_____

_____

_____

Acknowledged by:

Lessee: _____ Date: 5/25/17

Lessee: _____ Date: 5/25/17

Lessor: _____ Date: 5-25-17
CHARLENE MOSS REALTY, INC.

BY: PROPERTY MANAGER

Tenant(s) Joshua Boots and Nicholas Holbrook

Property Address 1705 N Winding Brook Loop #A3



Received by AMCO 9/20/18

**Tenant Awareness Addendum and**
**Disclosure of Information on**
**SEX OFFENDER REGISTRY &**
**AGRICULTURAL OPERATIONS**

**SEX OFFENDER REGISTRY**
The State of Alaska requires the registration of sex offenders residing within the State of Alaska. The registration requirements are located in AS 12.63.010. Under the statute, a convicted sex offender is required to register in person at the Alaska State Trooper post or municipal police department located nearest to where the sex offender resides at the time of registration.

Additionally, a central registry of sex offenders has been created by AS 16.65.087. This statute also outlines the information contained in this central registry. The Alaska Department of Public Safety is charged with maintaining this registry.

Should this information be material to your decision to rent a specific property, you may contact the Alaska State Trooper or municipal police department near you for more information at the following Web Site address:

State of Alaska Information Center
http://www.dps.state.ak.us/nSorcr/asp
You will find the link "Registry of Sex Offenders"
located under the Hot Topics

Unless otherwise disclosed in writing, **Charlene Moss Realty, Inc.**, its Broker and Licensees have no actual knowledge as to the identity and residence of persons affected by these statutes. It is the policy of this company, its Broker and Licensees not to investigate, discover and disclose information specific to sex offenders. We recommend and encourage you to independently investigate, discover and verify for yourself the acceptability of any neighborhood with respect to the issue.

**AND**

**AGRICULTURAL OPERATION DISCLOSURE**
Lessee is responsible for determining whether, in the vicinity of the property that is the subject of the Lessee's potential real estate transaction, there is an agricultural operation that might produce odor, fumes, dust, blowing snow, smoke, burning, vibrations, noise, insects, rodents, the operation of machinery including aircraft, and other inconveniences or discomforts as a result of lawful agricultural products.

Lessee has up to **5 days**, until **5/31/2017** to perform the above investigation(s) and to notify the Lessor, **in writing**, through Charlene Moss Realty, Inc., that the property is unacceptable to the Lessee. At this time this rental will be null and void, and the security deposit returned to the Lessee without need for rescission agreement. In this event, tenant and owner will have no further obligation toward each other, nor is there any recourse against broker or licensees.

Acknowledged by:

Lessee: _____ Date: 5/25/17

Lessee: _____ Date: 5/25/17

Lessor: Charlene Moss Date: 5.25.17
CHARLENE MOSS REALTY, INC.

BY: PROPERTY MANAGER

Tenant(s) Joshua Boots and Nicholas Holbrook

Property Address 1705 N Winding Brook Loop #A3



Received by AMCO 9/20/18

# FIRE EXTINGUISHER
# CARBON MONOXIDE & SMOKE DETECTORS

**NOTICE:** THIS DOCUMENT PLACES A DUTY UPON THE RESIDENT TO REGULARLY TEST THE SMOKE & CARBON MONOXIDE DETECTOR(S) AND REPORTS ALL MALFUNCTIONS TO OWNER OR MANAGEMENT COMPANY IN WRITING.

The owner and/or Charlene Moss Realty, Inc. as the owner's licensee, has **provided** the leased premises with **Carbon Monoxide & Smoke Detectors and a Fire Extinguisher**. These items are provided as a safety and precautionary measure.

In consideration of the placement of these items in the leased premises, tenant agrees to **indemnify and hold Lessor harmless** from any and all claims by resident, their guests, heirs, representatives or assignees arising out of the failure of said units to function properly. Including without limitation all claims and maintenance of said units, including reasonable counsel fees, expenses, and other liabilities incurred in the defense of any such claim of proceeding brought thereon.

Tenant agrees NOT to tamper with or attempt to repair the fire extinguisher. Any use of the fire extinguisher for purposes **other than extinguishments of fires** shall cause the Tenant to be liable to pay the cost of recharging or replacing the fire extinguisher. Tenant agrees to **CHECK CARBON MONOXID & SMOKE DETECTORS PERIODICALLY AND CHANGE BATTERIES WHEN NEEDED.**

By signing this agreement, Tenant acknowledges that the fire extinguisher, carbon monoxide, and smoke detectors are in place in the premises and agrees to be **responsible for the total cost of replacement of the said unit{s} in the event the said unit{s} are lost or destroyed by the negligent or deliberate actions of the Tenant, or the guests of the Tenant**, during the term of Tenant's occupancy of the premises. It is understood and agreed that Lessor does not carry Fire and other Casualty Insurance covering the interior goods or other personal effects of Tenant. It shall be the sole responsibility of Tenant to procure such Insurance for protection of personal property against those casualties.

**Repair:**

(A) Tenant agrees that it is their duty to regularly test the carbon monoxide & smoke detector(s) and agree to notify the Lessor immediately in writing or by phone of any problems, defects, malfunction or failure of the carbon monoxide and/or smoke detector(s).

(B) Tenant agrees to visually check the fire extinguisher for a satisfactory charge and to notify the Lessor if the fire extinguisher has been used for any reason and needs to be recharged.

**Maintenance:**

(A) Tenant agrees to replace the carbon monoxide & smoke detector batteries at any time the batteries become unserviceable.

(B) If after replacing the batteries, the carbon monoxide and/or smoke detectors will not operate, tenant must inform Lessor immediately.

**Replacement:**

(A) Tenant agrees to reimburse Lessor upon request for the cost of a new carbon monoxide detector, smoke detector, or fire extinguisher and the installation there of in the event the existing carbon monoxide, smoke detector, or fire extinguisher becomes damaged by you or your guest.

(B) Tenant agrees to reimburse Lessor the cost upon request for the re-charging of the fire extinguisher in the event it has been used for any purpose **other than to extinguish a fire.**

Acknowledged by:

Lessee: _____ Date: 5/25/17

Lessee: _____ Date: 5/25/17

Lessor: Charlene M Moss Date: 5.25.17

CHARLENE MOSS REALTY, INC.

BY: PROPERTY MANAGER

Tenant(s) Joshua Boots and Nicholas Holbrook

Property Address 1705 N Winding Brook Loop #A3



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# 9 Apartment Fire Prevention Tips

House and apartment fires are a common occurrence. Many times these fires can be prevented if you know what to look out for. Here are 9 things to consider when it comes to fire prevention:

**1. Don't overload your circuits**
User a power strip because it has a safety mechanism inside. When there are sudden spikes of electricity, the power strip will either smooth them out or shut itself down.

**2. Light bulbs**
If you use conventional light bulbs (not fluorescent), make sure you get the correct wattage. Using a 100 watt light bulb in a 40 watt socket will lead to overheating and possibly cause a fire. Consider switching to fluorescent light bulbs entirely because they emit considerably less heat than conventional ones.

**3. Auto shut off**
Buy for appliances with an auto-shut off feature (irons, coffee pots). In case you rush off to work in the morning and leave your iron on, you know that it will shut itself off within a few minutes.

**4. Avoid clutter**
If you're using an appliance with a heating element, make sure there is plenty of space around it. Clutter prevents heat from escaping properly. While the appliance may not light on fire, there is a possibility of wires melting which can lead to an electrical fire later on. Additionally, the clutter itself may get too close to the heat source and also cause a fire.

**5. Don't throw water on a grease fire**
If there is a grease fire in your kitchen, throwing water on the fire will only make it worse. Use baking soda if you have to. Best thing to do is to turn off the appliance and let it cool off. If it's an oven, keep the door shut. Opening the door will let in more oxygen and intensify the fire.

**6. Clean cooking appliances**
Clean your cooking appliances after use. If you don't clean regularly, you may end up with a food buildup around the heating elements. Under high temperatures this buildup turns to charcoal and can catch fire.

**7. Test your alarms**
Test your smoke and CO2 alarms monthly (at least).

**8. Barbecue Grills must be a minimum of 18 feet away from the unit or deck. They may not be used on any porches or decks on the property.**

**9. Fire Extinguisher**
**Please check the gauge on your fire extinguisher, is the needle in the green? If not, please contact our office. If your fire extinguisher does not have a gauge please inform us of the year listed on your fire extinguisher.**

**All inquiries can be emailed to maggi@charlenemoss.com**



Received by AMCO 9/20/18

# NOTICE OF DISCLOSURE
## Charlene Moss Realty, Inc.

**Security Deposits & Refunds**
Charlene Moss Realty, Inc. deposits Security Deposit monies into our Trust Account in a timely manner as per Alaska Statute 12 ACC 64.200. Alaska Statutes and Regulations also require Real Estate Brokerages to insure that the bank has cleared Security Deposit monies before funds can be released. In the event a Lease Agreement is not consummated, a Rescission Agreement signed by both the Lessee and Lessor agreeing to the disposition of the Security Deposit monies must be executed prior to Charlene Moss Realty, Inc. disbursing any funds. Should mediation or arbitration be necessary to determine the appropriate party receiving the Security Deposit monies, an additional delay could result prior to disbursement.

**Insurance Notifications:** Your **Lessor will require evidence of Renters Insurance** on the property you are renting prior to occupancy of the property. To avoid delays in occupancy, you should begin shopping for Renters Insurance as soon as you have a fully executed contract. Have your insurance agent provide your Lessor with written evidence of said insurance as soon as possible.

**Carbon Monoxide Detectors:** Carbon Monoxide (CO) is a colorless, odorless, and potentially fatal gas produced by the burning of any fossil fuel. You are advised to use CO detectors in your home and have heating systems inspected and serviced regularly. CO detectors are now required by Alaska Statute AS 18.070.095(a).

**Mold:** Lessee is herewith advised that mold may exist in any property. Charlene Moss Realty, Inc., its Broker and Licensees are NOT qualified to inspect property for mold or make recommendations or determinations concerning possible health or safety issues. Lessee acknowledges and agrees to accept full responsibility to investigate and to hold harmless, release and indemnify Charlene Moss Realty, Inc., its Broker, and its Licensees from any mold related liability, recourse, or damages, financial or otherwise. **This disclosure is to put Lessees on notice to conduct their own investigation regarding this matter using appropriate, qualified experts.** (See Attached "Disclosure of Information on Mold").

**Title 21 Zoning Regulation Disclosure – Municipality of Anchorage**
The Municipality of Anchorage is writing a new land use Code of Regulations. During the process of this re-write, it is possible that the zoning map and/or regulations for a property that you are considering renting could change. You may further research this process and possible changes to your prospective property by contacting the Municipality of Anchorage Planning and Zoning Department at 907-343-7921, or online at www.muni.org.

**Title 17 Code Compliance Notice – Mat-Su Borough**
There are land use and building regulations in the Matanuska-Susitna Borough. You should become aware of these regulations to real property prior to making any improvements or additions to the property you rent. In some cases permits are required. Borough staff is available to assist you in determining whether any Borough regulations apply to your activity and help you to comply with those laws. You may seek assistance by contacting: Mat-Su Borough Code Compliance Sections, 350 East Dahlia Avenue, Palmer, AK 99645, 907-745-4801.

**Home Warranty Protection:** The Home Warranty Protection (HWP) plan may be offered to both Lessee and Owner. The HWP plan does not replace the need for an independent home inspection. The HWP plan offered by Charlene Moss Realty, Inc. Licensees is provided by HAS Home Warranty. Charlene Moss Realty, Inc. does not provide any product or service in connection with the HWP. Charlene Moss Realty, Inc. receives a small fee for the processing for the HWP plan paperwork. In the even you choose not to purchase the HWP plan, this notice shall serve as a waiver of your right to purchase the plan.

Acknowledged by:

Lessee: _____ Date: 5/25/17

Lessee: _____ Date: 5/25/17

Lessor: Charlene Moss Date: 5-25-17
CHARLENE MOSS REALTY, INC.

BY: PROPERTY MANAGER

Tenant(s) Joshua Boots and Nicholas Holbrook

Property Address 1705 N Winding Brook Loop #A3



Received by AMCO 9/20/18

# NATIONAL ASSOCIATION of REALTORS DISPUTE RESOLUTION SYSTEM MEDIATION PROGRAM BROCHURE

*A Fast, Easy, and Inexpensive Alternative to Litigation*

## INTRODUCTION

Although a majority of real estate transactions close without incident, there is a possibility that a problem or dispute will occur. When a dispute does arise, it is usually successfully resolved through normal channels of communication and negotiation. Occasionally, a dispute arises which cannot be resolved through negotiation. In the past, when negotiations failed, parties took their case to court. Today, they are taking their disputes to mediation.

## WHAT IS MEDIATION

Mediation is a process in which disputing parties attempt to resolve their disagreements with the help of an impartial, trained third party - the mediator. The mediator does not offer opinions, pass judgment, or render legally binding decisions. The mediator's only function is to help parties identify their differences and reach agreement on how to resolve them.

When the disputing parties have reached and agreed on a mutually acceptable solution, they sign a written agreement which outlines the terms of the settlement. Once the agreement is singed, parties are legally bound to abide by its terms. If the parties cannot reach a mutually agreeable settlement, they are free to arbitrate or litigate their dispute as if the mediation never took place.

In addition to being easier, faster, and less expensive than litigation, mediation is non-adversarial. Decisions rendered by an arbitrator or judge usually involve a winning party and a losing party. In mediation, there are no losing parties because the parties have been part of the process and together have agreed on the terms of the settlement.

## DISPUTE RESOLUTION SYSTEM MEDIATION

### Access to Service

DRS mediation can be used by any of the parties to a real estate transaction - sellers, buyers, brokers, builders home inspectors, etc. With the exception of controversies that are subject to hearing under REALTORS Professional Standards procedures, including disputes between REALTORS, almost any type of dispute that arises from the transaction can be mediated under the DRS Rules and Procedures.

### Rules and Procedures

How, when and by whom mediation is initiated and conducted is covered under the DRS Rules and Procedures. The Rules and Procedures ensure fairness, uniformity, and expediency.

### Written Agreement to Mediate

Parties who decide to submit potential disputes to mediation sign either sales contract that contains a mediation clause or an addendum that is attached to the sales contract. The clause states, in part, that parties agree to submit any dispute or claim that arises from the transaction to mediation under the DRS Rules and Procedures. Once the contract or addendum is signed by the parties, parties must submit their disputes to mediation Parties who do not pre-commit to mediation when the sales contract is executed may agree to and submit disputes to mediation by signing a written Agreement to Mediate. Parties can sign this agreement either before or after a dispute arises.



Buyer _____ Seller

Property Address 1705 N Winding Brook Loop #A3 Page 22

Tenant(s) Joshua Boots and Nicholas Holbrook

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**Initiating Mediation**
Any party can invoke DRS mediation by submitting a written request to the DRS mediation provider. The mediation provider arranges, schedules, and conducts the mediation conference. The mediation conference must be held within 60 days from the date on which the mediation provider receives a party's request to initiate mediation. Usually the conference is scheduled within 30 days. The typical conference lasts between two to four hours.

**Mediators**
DRS mediators are experience, qualified mediators who have agreed to participate in the program. Parties in a mediation select and agree on a mediator in advance of the mediation conference.

**Role of Attorney**
Although parties to the mediation have the right to be represented by counsel, attorneys do not have to participate in the mediation conference. Parties should consult an attorney if they have any questions or concerns about mediation or the DRS mediation service.

**Fees**
Fees for DRS mediation services are established by the mediation provider and are published in accordance with the DRS Rules and Procedures.

**FACTS ABOUT MEDIATION**
Mediation is FASTER than litigation. A lawsuit can take anywhere from several months to several years to be decided. As a rule, mediation takes about thirty days from beginning to end.

**Mediation is LESS EXPENSIVE** than litigation. Mediation fees range from $100 to $1,500. In some areas mediation services are free. Because parties typically split fees, no one pays an excessive amount. **The fee for VBR's Mediation is $200.00 to each party.**

**Mediation is NON-ADVERSARIAL**
Arbitration and litigation focus on disagreements between the parties and result in win-lose decisions imposed by the arbitrator or judge. Mediation, on the other hand, focuses on agreement between the parties and results in a win-win settlement reached and agreed on by the parties themselves.

Parties who agree to mediate **RETAIN THE RIGHT TO PURSUE OTHER LEGAL REMEDIES**. If parties cannot reach a mutually acceptable settlement during the mediation conference, they are free to arbitrate or litigate their dispute as if mediation never took place.

Statistics show that **MEDIATION IS SUCCESSFUL 80% - 90% of the time.**

Valley Board of REALTORS
741 E. Susitna Ave.
Wasilla, AK. 99654
(907) 376-5080

Buyer _____ Date 5/25/17

Seller _____ Date _____





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## MEDIATION CLAUSE

Any dispute or claim arising out of or relating to this contract, the breach of this contract, or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System, as outlined above. Disputes shall include representations made by lessee, lessor or any Property Manager or other person or entity in connection with the leased property or other aspect of the property to which this contract pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. The following matters are exclude from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's or labor lien; (d) any matter which is within the jurisdiction of probate court; or (e) violation of a state's real estate license laws. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a breach of the duty to mediate. By signing in the space below, you hereby acknowledge that you have received, read and understand the standard announcement brochure for the Dispute Resolution System (provided above) and agree to submit disputes as described above to mediation in accordance with the Dispute Resolution System.

Lessee: _____ Date: 5/25/17

Lessee: _____ Date: 5/25/17

Lessor: Charlene M Moss Date: 5.25.17
CHARLENE MOSS REALTY, INC.

BY: PROPERTY MANAGER



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Tenant Awareness of Non-Displacement.

Date of Occupancy: 6/1/2017

Address: **1705 N Winding Brook Loop #A3**

If subject property is purchased utilizing Federal funds tenant will NOT be eligible for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, nor entitled to relocation benefits under 104(d) of the HCD Act.

**Joshua Boots and Nicholas Holbrook**

Tenant

Comments:

Must be signed by ALL ADULTS in the household (Husband, wife, in-laws, partners, etc.)

Owner

Tenant

Owner

Tenant

**Charlene D. Moss, Broker**

179 E Nelson Ave
Wasilla, AK 99654
(907) 357-1414 Property Management
(907) 864-0291 Fax
**E-mail: cmoss@charlenemoss.com**

Charlene Moss Realty, Inc.
Your Realtor For Life!

**VISIT ME ON THE WEB AT www.charlenemoss.com**





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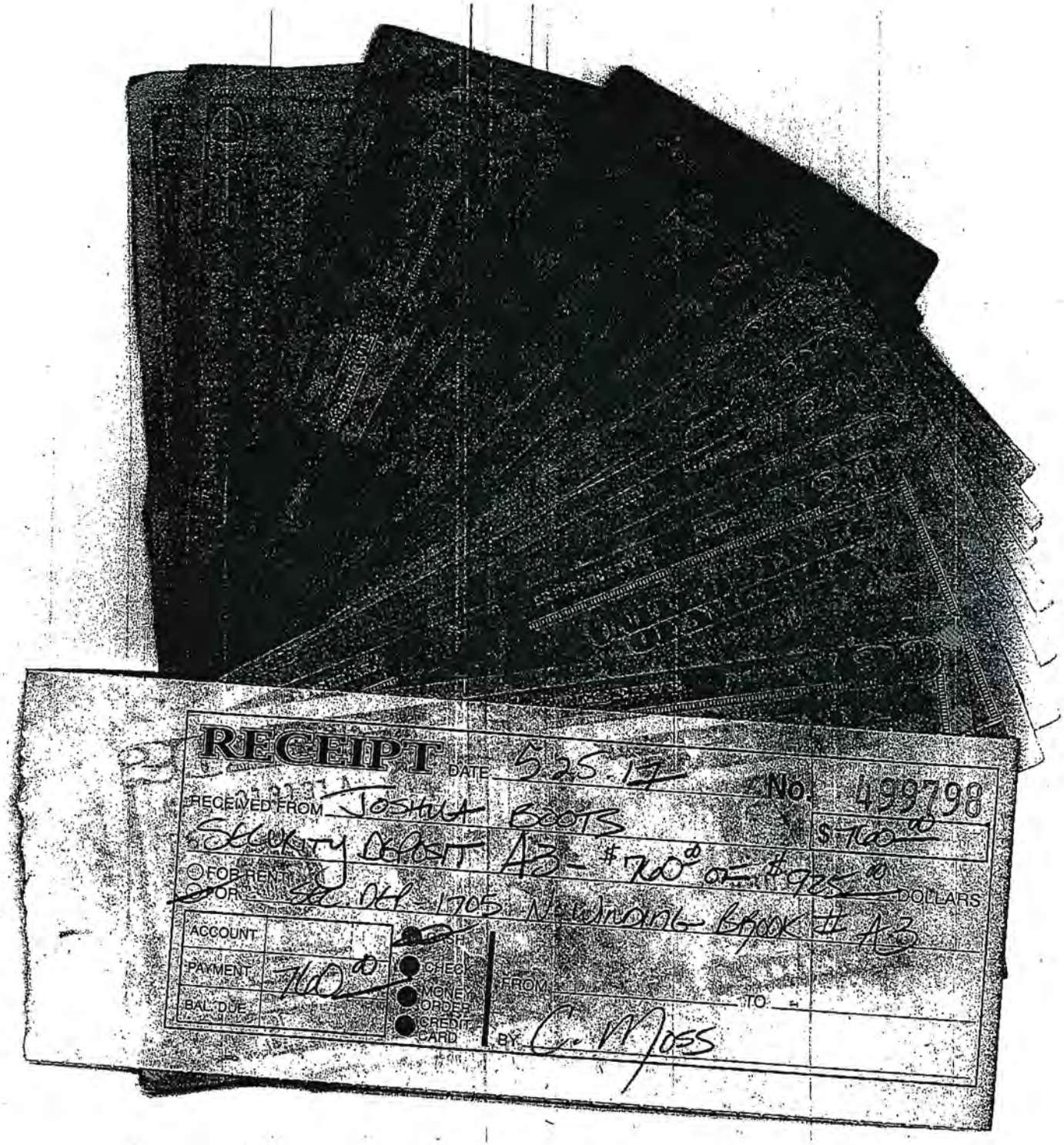

RECEIPT DATE 5.25.17 No. 499798

RECEIVED FROM Joshua Boots $ 700.00

Security Deposit A3 - $700.00 or $925.00 DOLLARS

FOR RENT OR SEC DEP - 1705 Nottingham Brook #A3

ACCOUNT

PAYMENT 700.00

BAL. DUE

CASH

CHECK

MONEY ORDER

CREDIT CARD

FROM TO

BY C. Moss

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## Tenant Ledger

**Tenants:** Joshua F. Boots, Nicholas C. Holbrook
**Mobile:** (907) 227-3777
**Unit:** A3
**Property:** 1705 Winding - 1705 Winding Brook Loop WINDING BRK EST BLOCK 1 LOT 18 Palmer, AK 99645
**Status:** Future
**Move in date:** 06/01/2017
**Move out date:** --
**Lease Expiration:** 05/31/2018
**Rent:** 925.00
**Deposit Paid:** 760.00

| Date | Payer | Description | Charges | Payments | Balance |
|---|---|---|---|---|---|
| Starting Balance | | | | | 0.00 |
| 05/17/2017 | | Application Fee Income | 25.00 | | 25.00 |
| 05/17/2017 | Joshua F. Boots | Credit Card Payment (Reference #AD0M-U24Z) | | 25.00 | 0.00 |
| 05/18/2017 | | Application Fee Income | 25.00 | | 25.00 |
| 05/18/2017 | Nicholas C. Holbrook | Credit Card Payment (Reference #CAYC-MX6W) | | 25.00 | 0.00 |
| 05/25/2017 | | Mgmt Held Security Deposits - Move In Charge: Mgmt Held Security Deposits | 925.00 | | 925.00 |
| 05/25/2017 | Joshua F. Boots | Payment (Reference #cash) rec 5/25/17 | | 760.00 | 165.00 |
| 05/25/2017 | Nicholas C. Holbrook | Credit Card Payment (Reference #7482-BY7P) | | 165.00 | 0.00 |
| 06/01/2017 | | Rent Income - Move In Charge: Rent Income | 925.00 | | 925.00 |
| **Total** | | | | | **925.00** |



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