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

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Alaskan Dream LLC	**License Number:**	16276		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	ALASKAN DREAM LLC				
Physical Address:	6696 Gonder Rd Unit #1				
City:	Big Lake	**State:**	AK	**Zip Code:**	99652 - 1762
Designated Licensee:	George Shell				
Email Address:	alaskandreamllc@gmail.com				

Section 2 – Attached Items

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

Attached Items:	Commercial lease agreement

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

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George and Terriann Shell
P.O. Box 521762
Big Lake, AK 99652-1762

Residential Lease Agreement

for 6696-unit 1 S. Gonder Road
Big Lake, AK 99652

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into the 17th day of July 2018 by and between George Shell and Terriann Shell, whose address is 6696 S. Gonder Road, Big Lake, AK 99652 (hereafter referred to as "Lessor") and Alaskan Dream LLC (hereafter referred to as "Tenant").

Lessor:	Terriann and George Shell	907-232-5360
Tenant:	Alaskan Dream LLC	

Witnesseth:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situated in the Matanuska-Susitna Borough, Alaska, such real property having a street address of

6696-Unit 1 S. Gonder Road, Big Lake, Alaska 99652

WHEREAS, Lessor is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of $2700.00 the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agrees to the following:

1. **TERM.** Lessor leases to Tenant and Tenant leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of such term beginning on August 1, 2018, and ending at 12 o'clock midnight on July 31, 2019

2. **RENT.** The rent is payable on the 1st day of each month of the term, in installments of twenty-seven hundred DOLLARS ($2700.00) per month with the first installment to be paid upon or before the execution of this Agreement. The total hereof for the 1-year term is the sum of thirty-two thousand four hundred dollars ($32,400.00). The second installment to be paid on or before March 1, 2018. All payments shall be

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cash or check to George or Terriann Shell and/or shall be made on or before the due date without demand.

3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Lessor the sum of two thousand seven hundred DOLLARS ($2700.00) receipt of which is hereby acknowledged by Lessor, as security for any damage caused to Premises during the term hereof. Such deposit shall be returned to Tenant, without interests, and less any set off for damages to the premises upon the termination of the agreement. This deposit will NOT be considered the last month's rent. Any damage incurred to the Premises above the sum total of this $2700.00 amount is to be paid by the Tenant.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant, exclusively, as a business and not as a residence. Tenant shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the premises.

5. **CONDITIONS OF PREMISES.** Tenant stipulates, represents, and warrants that the Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in safe, clean, and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign the Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting, or license shall not be deemed to be a consent or any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of Lessor or an assignment, or sub-letting, or license by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement and does not dismiss the obligation of the balance of the sum total of the rent.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall **make no alterations** to the buildings or improvements to the Premises or construct any building or make any other improvements on the Premises without prior written consent of Lessor. Any and all alterations, changes, and/or improvements build, constructed, or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Lessor and Tenant, become the property of the Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **NON-DELIVERY OF POSSESSION.** In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of the Lessor or its agents, then the Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provide from that date. In the event possession cannot be delivered within such a time, through no fault of the Lessor or its agents, then this Agreement and all right hereunder shall terminate.

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9. **HAZARDOUS MATERIALS.** Tenant shall keep any hazardous materials on the Premises (any item dangerous, flammable, or explosive character) that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company, in a ventilated, leak-proof, fire-proof, container.

10. **UTILITIES.** Tenant shall be responsible for paying for all trash removal that is created by the Tenant. Larger items of rubbish and furniture are the Tenant's responsibility to remove from Premises.

Tenant is responsible for setting up an individual account with Matanuska Electric Association and this electric bill must be paid by the Tenant monthly, on-time.

Other utilities such as heating oil, phone, personal internet, cable, is to be paid and contracted by the Tenant for the Premises and arranging for heating oil, as needed. An individual heating oil tank is provided and must be refilled or compensated for at the current heating oil rate to replace what has been removed from the amount that is in the tank at the start of this Agreement.

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at their sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

a) Not smoke or vape, or allow anyone else to smoke or vape, any substance on the premises;

b) Not obstruct the driveways, sidewalks, entry ways, and/or stairs, which shall be used for the purposes of ingress and egress only;

c) Keep all windows, glass, door locks, and hardware in good, clean order and repair;

d) Not obstruct windows or doors;

e) Not leave windows or doors in an open position during any inclement weather;

f) Not cause or permit any locks or hooks to be placed upon any door, wall, or window without the prior written consent of Lessor;

g) Keep all materials away from heater unit;

h) Keep all lavatory, sinks, toilets, and other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, oils, fats, solid food, or coffee grounds to be thrown, washed down, or deposited therein. Any damage to any such apparatus and the cost of clearing stooped plumbing resulting from misuse shall be borne by Tenant.

I) Keep all radios, televisions, stereos, etc. turned down to a level of sound that does not annoy or interfere with neighbors.

j) Not let any garbage, trash, rubbish, or personal items to stand on the ground or exterior of any building (including cigarette butts);

k) Abide by any decisions or rules made by the Lessor;

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12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly un-useable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rental up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered un-useable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating the Lease. In the event that the Lessor exercises the right to repair such un-useable portion, the rental shall abate in the proportion that the un-usable parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rental shall recommence and the Agreement continue according to its terms. The Tenant is not responsible for any damage to Lessor's property and it is recommended the Tenant obtain renter's insurance for their business or personal property in case of catastrophe.

13. **CHECK OUT PROCESS.** Upon checking out of the Premises, Tenant shall:
a) LEAVE UNIT AS GOOD OR BETTER SHAPE THEN WHEN YOU FIRST MOVED IN.
b) All garbage is to be disposed of. Anything left behind will be disposed.

14. **INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times during the terms of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises, making repairs, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor will give as much notice as possible of the inspection or repair to the Tenant.

15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises without the consent of the Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Tenant which shall be subject to all of the terms and conditions hereof except that the rent shall be due and owing at three thousand dollars($3,000.00) per month and such tenancy shall be terminable upon thirty (30) days written notice served by either party.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Any animal damage shall be either repaired to previous condition or paid for materials and labor.

17. **INDEMNIFICATION.** Lessor shall not be liable for any damage or injury of or to the Tenant, Tenant's invitees, agents, or employees or to any person entering the Premises or the building of which the Premises are a part and Tenant hereby agrees to

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indemnify, defend, and hold Lessor harmless from any and all claims or assertions of every kind and nature.

18. **DEFAULT.** If Tenant fails to comply with any of the material provision of this Agreement, other than the covenant to pay rent, or of any present rule and regulations, or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Tenant by statue, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Lessor by law or in equity or may terminate the agreement. The Lessor will NOT remove or take possession of any marijuana and AMCO will be contacted by the Lessor.

19. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay the Lessor, in addition to such payment or other charges due hereunder a "late fee" in the amount of fifty ($50) dollars.

20. **ABANDONMENT.** If at any time during the terms of this Agreement Tenant abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provide by Alaska law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Tenant, relet the Premise and may receive and collect all rent payable by virtue of such reletting, and at Lessor's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by mean of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premisses by Tenant, then Lessor shall consider any personal property belonging to Tenant, other than marijuana which is covered under the DEFAULT section, left on the Premises to have been abandoned in which case the Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

21. **ATTORNEY'S FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorney's fee.

22. **RECORDING OF AGREEMENT.** Tenant shall not record the Agreement on the Public Records of any public office. In the event that the Tenant shall record this Agreement, the Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.

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23. **GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Alaska.

24. **SERVE-ABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement not the application of the provision to other persons, entitles or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

25. **BINDING EFFECT.** The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of their heirs, legal representatives, and assigns of the parties hereto.

26. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Tenant.

27. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate either gender or both, singular and plural.

28. **NON-WAIVER.** No indulgences, waiver, election or non-election by Lessor under this Agreement shall affect Tenant's duties and liabilities hereunder.

29. **MODIFICATION.** The parties hereby agree that this document contains the entire Agreement between the parties and this Agreement shall not be modified, changed, changed, altered, or amended in any way except through a written amendment signed by all parties hereto.

As Lessors, this 17th day of July, 2018:

x _____ 07/17/2018
George Shell, "Lessor" Date

x _____ 07/17/2018
Terriann Shell, "Lessor" Date

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As representatives for Alaskan Dream LLC, this 17th day of July, 2018:

x _____ 07/17/2018
George Shell, Co-Tenant #1 Date

x Terriann Shell 07/17/2018
Terriann Shell, Co-Tenant #2 Date

x Tim Davis 7/17/2018
Timothy Davis, Co-Tenant #3 Date

Total seven (7) pages in this Lease Agreement.

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