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:** | AK Provisions Corporation | **License Number:** | | 10686 | |
| **License Type:** | Retail Marijuana Store | | | | |
| **Doing Business As:** | TURNAGAIN HERB COMPANY | | | | |
| **Physical Address:** | 279 Crow Creek Road | | | | |
| **City:** | Girdwood | **State:** | AK | **Zip Code:** | 99587 - 9999 |
| **Designated Licensee:** | Seth Molen | | | | |
| **Email Address:** | molen.seth@TurnagainHerbCo.com | | | | |

## Section 2 – Attached Items

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

| | |
|---|---|
| **Attached Items:** | Proof of premises + commercial lease. |

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

Received by AMCO 8.28.18

# Commercial Lease

**Dated:** 2nd day of January, 2018

**Landlord:** The Turnion Corporation
Po Box 563
Girdwood, Alaska 99587

**Tenant:** AK Provisions Corporation
Po Box 994
Girdwood, Alaska 99587

1. Lease Premises:

In consideration of the covenants and agreements herin contained, Landlord does hereby lease, let and demise unto Tenant for a term of three (3) years the real property described as:

LOT FORTY-THREE (43), U.S. SURVEY NO. 3045, ALASKA, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

279 Crow Creek Road Girdwood, Alaska 99587

2. Possession:

Tenant shall be entitled to possession of the premises as of January 2, 2018.

3.Basic Term:

The term of the Lease shall be three (3) years. The Tenant has the right to extend this Lease for an additional five (5) years at a monthly rate of TWENTY THOUSAND DOLLARS ($20,000) beginning January 2, 2021.

4. Rent and Security Deposit

Tenant shall pay to Landlord a security deposit of TWENTY THOUSAND DOLLARS ($20,000) in addition to the first month's rent.


Received by AMCO 8.28.18

5. Utilities

The Tenant will pay for their own gas, electric, common water and sewer meter and snow removal.

6. Insurance

Tenant is liable for all insurance as it pertains to the property and their business. Amounts to be determined once construction is complete.

7. Payment of Rent

Basic monthly rent shall be payable on or before the first (1st) day of each calendar month during the term hereof, at Landlords address shown above or such other address designated in writing by Landlord. Tenant shall pay any additional rent payable to Landlord within ten (10) days after receipt of Landlord's statement setting for the amount of additional rent payable.

8. Use

Tenant will use and occupy the premises for retail marijuana sales. Tenant will not in any manner deface the property, the building, once complete, or permit anything to be done upon the premises creating a nuisance, or to use or permit the use of the premises for lodging or sleeping purposes, or for any illegal purpose.

9. Repairs and Improvements

Tenant hereby agrees to maintain and keep the premises during the term of this Lease, at Tenant's own cost and expense, in good order and repair; reasonable wear and tear excepted. Any and all improvements must be performed by a licensed contractor.

10. Alteration of Premises

Tenant agrees that it will make no alterations, additions or improvements to or upon premises without the written consent of Landlord first being obtained. Such consent shall not be unreasonable withheld. Any such alterations, additions and improvements consented to by Landlord shall be made at Tenant's expense. Tenant shall secure all governmental permits required in connection with such work and shall hold Landlord harmless from all liability



Received by AMCO 8.28.18

and liens resulting therefrom. All alterations, additions and improvements, except trade fixtures and appliances and equipment which do not become permanently attached to the building, shall immediately become a part of the realty and the property of Landlord without obligation or pay therefore, except that Landlord may require removal of all or part there of by Tenant at the termination of the Lease, at Tenant's expense, and Tenant shall pay for or repair any damages to the premises, including, without limitation, any necessary patching, repainting and repairing caused by such removal. Upon removal of the trade fixtures and appliances and equipment which do not become attached to the building, Tenant shall restore the premises to the same condition that it was in prior to the installation of said items, including, without limitation, any necessary patching, repainting and repairing.

11. Landlord's Right of Entry

It shall be lawful for Landlord, it's agents and representatives, at any reasonable time, upon five days written notice, to enter into or upon the premises for the purpose of examining the condition thereof, or any other lawful purpose. It is understood that such entry is only permitted once the Tenant, or one of it's agents, deems the individual(s) legal to enter the premises as a designated Visitor. Landlord, it's agents and representatives, understands the legal prohibition to not enter a restricted access area until the Landlord, it's agents and representatives, have first obtained a visitor's badge and is cleared to enter the premises under escort by the Tenant or one of it's agents.

12. Liens:

Tenant will not permit any mechanics', laborers', or materialmens' liens to stand against the leased premises or improvements for any labor or material furnished to Tenant or claimed to have been furnished to Tenant, or to Tenant's agents, contractors, or sub-leasees, in connection with work of any character performed or claimed to have been performed on said premises or improvement by or at the direction of sufferance of Tenant; such reasonable security as may be demanded by Landlord to insure payment of such lien or such claim of lien. Tenant will pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense. Tenant agrees to indemnify, hold harmless and to defend landlord and the leased premises from such liens. Tenant consents to the Landlord's recording of the posting of a statutory notice of non-responsibility in accordance with Alaska Statute 34.35.065.



Received by AMCO 8.28.18

13. Damage by Casualty, Fire & Duty to Repair

In the event of damage to the building on the premises by fire or other casualty to the extent of 50 percent or more of the sound value thereof, Tenant may or may not elect to terminate this Lease. Written notice of Tenant's said election shall be given Landlord within 30 days after the occurrence of said damage. If said notice is not so given, Tenant conclusively shall be deemed to have elected not to terminate. If said building is partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than such extent and tenant does not elect to terminate, as aforesaid, then Tenant shall repair such building as as soon as reasonably possible. For the period of time between the day of such damage and until such repairs have been substantially completed there shall be such abatement of rent as the nature of the injury or damage and its interference with the occupancy of the premises by Tenant shall warrant. However, if the premises are slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by Tenant then there shall be no abatement of rent.

14. Waiver of Subrogation Rights

Neither party shall be liable to the other for loss arising out of damage to or destruction of the premises, or any improvement of which the premises are a part, or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage. All such claims for any and all loss, however caused hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Landlord or Tenant or by any of their respective agents, servants, or employees.

15. Accidents to Personal Property

It is understood that the personal property kept on the premises by Tenant shall be kept at the risk of Tenant and Landlord is not insurer of Tenant's personal property. However, Landlord shall be responsible for any damage to Tenant's property caused by negligence of Landlord. Tenant shall insure within the premises, its fixtures and contents against fire and other casualty, included in standard extended coverage by policies which shall include a waiver by the insurer of all right of subrogation against Landlord or Tenant in connection with any loss or damage thereby insured against. Neither party, nor its agents, employees or guests shall be liable to the other for loss or damage caused by any risk covered by such insurance.



Received by AMCO 8.28.18

16. Indemnification

Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising form any act, omission, or negligence of Tenant or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the premises, or arising from any accident, injury, or damage, howsoever and by whosoever caused, to any person or property, occurring in or about the premises and which is due to the negligence of Tenant or its agents. Landlord shall similarly indemnify and defend and hold harmless Tenant to the same degree for any acts, omissions or negligence of Landlord or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Landlord.

17. Eminent Domain

In case of condemnation or appropriation of all or any substantial part of the premises by any public or private corporation under the laws of eminent domain, this Lease may be terminated at the option of either party here to on 20 days written notice to the other. In case of termination pursuant to this paragraph, Tenant shall not be liable for any rent after the date of Tenant's removal from the premises.

18. Delivering up the Premises on Termination

At the expiration of the term of this Lease or upon any sooner termination hereof, Tenant shall quit and deliver up the premises and all future erections and additions to or upon the same, broom clean, to Landlord or those having Landlord's estate in the premises, peacefully quietly, and in as good order and condition, reasonable use and wear thereof and insured casualty excepted, as the same are now in, or will be upon completion of construction, or hereafter may be put in by Landlord.

19. Removal of Property

In the event of any entry in or taking possession of the premises by Landlord pursuant to the terms of this Lease, Landlord shall have the right, but not the obligation, to remove from the premises all personal property located therein and may store the same in any place selected by Landlord, including, but not limited to, a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, upon reasonable notice to Tenant, the proceeds of such sale to be applied first to the costs of such sale, second to the payment of charges for storage, if any, and third, to the payment of any other sums of money which may



Received by AMCO 8.28.18

then be due from Tenant to Landlord under any of the terms hereof, the balance, if any, to be paid Tenant. There shall be no removal of property from the premises until AMCO or an agent of the Marijuana Control Board has been contacted and given the Landlord the authority to enter the restricted access areas. There will be no removal of marijuana or marijuana product by the landlord/lessor.

20. Default

If Tenant at any time during the term of this Lease (and regardless of any pending bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before any administrative tribunal) shall:

(a) fail to make payment of any installment of rent or any other sum herein specified to be paid by Tenant, and Tenant fails to cure such default within ten days after such failure to make payment; or

(b) fails to observe or perform any of Tenant's other covenants, agreements or obligation hereunder, and if within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default or defaults, Tenant shall not have commenced to cure such default and proceed diligently to cure the same; or

(c) file a Petition for an Arrangement under Chapter 11 of the Bankruptcy Act, 11 USC 701 et seq., or a voluntary petition under any other provision of said Bankruptcy Act, or if Tenant finally and without further possibility of appeal or review:

(1) is adjudicated as bankrupt or insolvent; or

(2) has a receiver appointed for all of substantially all of its business or assets on the ground of Tenant's insolvency; or

(3) has itself appointed as debtor-in-possession; or

(4) has a Trustee appointed for it after a petition has been filed for Tenant's reorganization under the Bankruptcy Act of the United States known as the Chandler Act or any future law of the United States having the same general purpose; or

(5) if Tenant shall make an assignment for the benefit of its creditors, then in any such event Landlord shall have the right at its election, then or at any time thereafter, and while such default, defaults or events shall continue, to give Tenant notice of Landlord's intention to terminate this Lease and all Tenant's right hereunder, on a date specified in such notice, which date shall not be less than ten days after the date of giving such notice, and on the date specified in such notice, the term of this Lease and all rights granted Tenant hereunder shall come to an end as fully as if the Lease then expired by its own terms, and Tenant hereby covenants peaceable and quietly to yield up and surrender to Landlord the premises and all structures, buildings, and improvements located thereon, and to execute and deliver to Landlord such instrument or instruments as shall be required by Landlord as will properly



Received by AMCO 8.28.18

termination of this Lease as in this paragraph above provided, Landlord shall have the right ot repossess the premises and such structures, buildings, and improvements either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of Tenant, including damages for rent not then accrued, provided that Landlord and Tenant agree that Landlord's damages shall not exceed (a) the sum of basic monthly rental reserved hereunder from the date Tenant vacates the premises until the date as a new tenant has been or, with the exercise of reasonable diligence on the part of Landlord, could have been, secured; (b) reasonable advertising and brokerage commission expenses associated with securing a new tenant and reasonable expenses for maintaining the premises while vacant; and (c) the difference (at net present value) between the basic monthly rental of this Lease and the new lease, if less, and if negotiated in good faith.

21. Assigning and Subletting

Tenant shall have no right to assign this Lease or sublet the premises, or any part thereof, or any right or privilege appurtenant thereto or suffer any other person to occupy the premise or any portion thereof.

22. Modification

This lease shall not be altered, changed or varied in any manner whatsoever, except by a writing signed by Landlord and Tenant or their duly authorized agents.

23. Rights and Remedies

Except insofar as this is inconsistent with or contrary to any provision of this Lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right to remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

24. Waiver and Forbearance

Except to the extent that Landlord may have otherwise agreed in writing, no waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other



Received by AMCO 8.28.18

covenant, agreement or obligation. Nor shall any forbearance by Landlord to seek a remedy for any breach of Tenant be deemed a waiver by Landlord of its rights or remedies with respect to such breach.

25. Holding Over

In the event that Tenant holds over at or after the end of the term, the tenancy shall be deemed a month-to-month tenancy commencing on the first day of the holdover period. The terms of such holdover tenancy shall be as specified by this Lease except that the Tenant may terminate the tenancy at any time provided thirty days prior notice is given Landlord.

26. Quiet Enjoyment

Landlord warrants that Tenant shall be able to quietly enjoy the beneficial use of the premises during the entire basic Lease term and any renewal thereof and Landlord shall defend Tenant's right to do the same.

27. Marginal Titles and Headings

The marginal titles, subtitles, headings and subheadings of the paragraphs and subparagraphs herein are intended to be for reference and for the sake of convenience only and should not be construed to narrow or broaden the scope of or modify, amend or affect whatever interpretation or construction would otherwise be given to the plain and ordinary meanings of the words herein.

28. Entire Agreement

This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous agreements, oral or written, between the parties not included herein.

29. Applicable Law

This Lease and the respective rights and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of Alaska.



Received by AMCO 8.28.18

30. Severability

The invalidity or unenforceability of any particular provision of this Lease shall not affect the remaining and hereof, and, in any such event, this Lease shall be construed and interpreted in all respects as if such invalid or unenforceable provisions were omitted.

31. Gender and Plurality

Unless the context of this Lease clearly requires a different interpretation or construction, all references to the masculine, feminine or neuter genders shall be construed to refer to all such genders; and all references to the singular shall also include the plural, and vice versa.

32. Counterparts

This Lease may be executed in counterparts so long as each of the parties to this Lease executes at least one counterpart. All such counterparts shall collectively constitute one and the same original instrument.

33. Action or Suit

If either party institutes any suit or action to collect the amounts due hereunder or to enforce any covenant or agreement hereof, or to obtain any of the remedies herein provided, the prevailing party shall be entitled to recover such sum of money as the court may adjudge reasonable as attorney's fees in such suit or action, including any appeals taken by either party in such suit or action.

34. Notices

All notices, requests, demands and other communications under this Lease shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is to be given, or on the third day after mailing, if mailed to the party to whom notice is to be given, by certified mail, postage prepaid, and properly addressed to the address stated above. Any party may change its address for purposes of this Lease by giving the other party written notice of the new address in the manner set forth above.



Received by AMCO 8.28.18

35. Parties Affected

The rights, liabilities and remedies provided for herein shall extend to the successors and assigns of the parties hereto. The words "Landlord" and "Tenant" and their accompanying verbs and pronouns, whenever used in this Lease, shall apply equally to all persons, firms and corporations that may be or become parties hereto.

36. Memorandum

The parties shall execute a memorandum of this Lease in recordable form that identifies the parties, the premises, the basic term and the renewal term, provided that Tenant will subordinate this Lease to Landlord's construction or permanent financing for the premises.

37. Financing

Tenant agrees to furnish such documents and information as are reasonably necessary to assist Landlord in securing financing. In order to obtain financing, Landlord may assign this Lease, provided, however, that Landlord shall remain obligated to perform Landlord's obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first hereinabove written.

**The Turnion Corporation**

**Landlord:**
Seth Molen, President

**AK Provisions Corporation**

**Tenant:**
Greg Hugunin, Vice President



Received by AMCO 8.28.18

January 2, 2018

The Turnion Corporation
Po Box 563
Girdwood Alaska 99587

AK Provisions Corporation
Po Box 994
Girdwood Alaska 99587

The purpose of this letter is to give written authorization to AK Provisions DBA Turnagain Herb Company to build and operate a retail marijuana store on our Crow Creek Road property in Girdwood. The legal description of the property is as follows:

LOT FORTY-THREE (43), U.S. SURVEY NO. 3045, ALASKA, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

It is acknowledged that no one, on behalf of The Turnion Corporation, may enter the premise, enter a restricted access area, take possession or remove marijuana or marijuana product from this licensed premise. In the event of a default on our commercial lease with AK Provisions Corporation, The Turnion Corporation shall notify AMCO and/or the Marijuana Control Board immediately in order to have the marijuana or marijuana product secured and removed from the premise. Only after receiving verification from AMCO or the Marijuana Control Board that no marijuana or marijuana product remains on site may an agent of The Turnion Corporation be permitted to enter the premises.

Regards,

Seth Molen, President
The Turnion Corporation

Received by AMCO 8.28.18