Commercial Lease Agreement

9737 Mud Bay Rd, Unit 101
Ketchikan, Alaska, 99901

This Commercial Rental Agreement is entered into by and between landlord Joseph Burns and Tenant Kimberly Peters. Landlord and tenant are collectively referred to in this agreement as the "Parties".

For the covenants contained herein which is acknowledged, the Parties agree as follows:

Premises: Commercial Condo at 9737 Mud bay Rd, unit 101 will be leased by the Landlord Joesph Burns to the Leaser (tenant) Kimberly Peters on the terms and conditions set forth herein.

Monthly Rent: The Rent to be paid by Leaser(tenant) Kimberly Peters to Landlord Joseph Burns $1000.00 per month and shall be due on the 1st day of each month.

Utilities: Tenant shall transfer all utility accounts into Tenants name upon taking possession of premises. Tenant is solely responsible for utilities.

Tenant will abide by the Condo Association Rules and Regulations for said property.

Kimberly Peters _____ date 7/1/2021

Joseph M Burns _____ date 7/1/2021

Received by AMCO 7.31.21. Payment 8.12.21

AMCO received 4/19/2022

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Ketchikan, Alaska, 99901

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For the covenants contained herein which is acknowledged, the Parties agree as follows:

Premises: Commercial Condo at 9737 Mud bay Rd, unit 101 will be leased by the Landlord Joesph Burns to the Leaser (tenant) Kimberly Peters on the terms and conditions set forth herein.

The leaser (Kimberly Peters) has permission to operate a cannabis business which includes Retail, Manufacturing and cultivation of marijuana. The landlord (Joseph Burns) may not take possession of any marijuana or marijuana product and AMCO will be notified if this is necessary.

Lease start date: July 1, 2021 Lease end date: July 1, 2026

Marijuana Retail, Manufacturing, and Cultivation

Monthly Rent: The Rent to be paid by Leaser(tenant) Kimberly Peters to Landlord Joseph Burns $1000.00 per month and shall be due on the 1st day of each month.

Utilities: Tenant shall transfer all utility accounts into Tenants name upon taking possession of unit 101. Tenant is solely responsible for utilities.

Joseph M. Burns _____ date 4/1/2022

Kimberly Peters _____ date 4/1/2022

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RULES OF
TOTEM BIGHT COMMERCIAL CENTER
OWNERS ASSOCIATION, INC.

(Note: Capitalized terms are defined in Article I of the Declaration.)

The following Rules apply to all owners and occupants of Units.

ARTICLE I
Use of Units Affecting the Common Elements

Section 1.1 - Commercial Use.

(a) Units are restricted to commercial business use, except that the following businesses and activities are expressly prohibited:

(i) Alcohol sales except for commercial manufacture of liquor products by entities licensed with the State of Alaska;

(ii) Sales of pornographic materials;

(iii) Tattoo Parlors and Body Piercing businesses;

(iv) No animals, birds or reptiles of any kind shall be raised, bred, or kept on the Property or brought on the Common Elements, except for a business operated as a licensed Pet Store;

(v) Gambling, games of chance, or raffles without Board approval;

(vi) Storage of any dangerous chemicals including but not limited to gasoline or explosives;

(vii) No illegal goods or services may be sold or provided; and

(viii) No automobile repair, parts or 'scrap' type operations or activities resulting in stored, abandoned vehicles and vehicle parts on the Property.

(b) A dormitory within a Unit for the exclusive use of a caretaker or watchmen as defined and described in Ketchikan Gateway Borough Code of Ordinances, Title 60.10.065 is permitted.

Section 1.2 - Electrical Usage and Electrical Devices or Fixtures. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes. Electrical fixtures or devices creating electrical overloading of standard circuits shall not be used. Misuse or abuse of appliances or fixtures within a Unit affecting other Units or the Common Elements is

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prohibited. Liability for damage or injury resulting from such misuse shall be the responsibility of the Unit Owner causing such damage or injury.

Section 1.3 - Displays Outside of Units. Unit Owners shall not cause or permit anything to be hung, displayed or exposed at or on the exterior of their Unit without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any.

Section 1.4 - Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

ARTICLE II
Use of Common Elements

Section 2.1 - Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2 - Storage. No storage of materials is permitted on the Common Elements unless approved by the Executive Board.

Section 2.3 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.4 - Improvements to the Common Elements.

(a) No changes may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any.

(b) No sign, awning, canopy, shutter, antenna or television reception disk shall be affixed to or placed upon the exterior walls without the approval of the Executive Board.

(c) No signs or structures are permitted on the roof or permitted to penetrate roofing material.

Section 2.5 – Painting. Owners shall not paint, stain, or otherwise change the color of any exterior portion of their Unit without permission of the Board.

Section 2.6 – Parking.

(a) Unit Owners shall not park vehicles in the Community, in excess of the number and size of vehicles that can be contained within their Limited Common Element parking and/or storage area.

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(b) Vehicles and/or equipment shall not extend beyond the Limited Common Element parking and/or storage areas appurtenant to each Unit.

(c) Parking for Unit Owner clients, customers, tenants, employees, agents, invitees, guests or licensees, shall be contained within the Limited Common Element parking spaces assigned to their Unit.

ARTICLE III
Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance.

(a) No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

(b) No Unit Owner shall cause or permit excessive noise or activities in their Unit or the common areas including the parking areas, by employees, agents, visitors, or licensees, nor shall Unit Owners permit anything to be done by such persons, which will interfere with the rights, comfort or convenience of other Unit Owners. Unit Owners shall not cause or permit any activity constituting a nuisance on or about the Property which adversely affects the health or safety of any person regardless of the time, day or night.

Section 3.2 - Compliance with Law. No improper, offensive or unlawful use may be made of the Property. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Alaska, and all ordinances, rules and regulations of the City of Ketchikan. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Pets. Pets shall mean domestic cats and domestic dogs only. No other animals may be kept as pets on the Property without the approval of the Board. Due to health, safety and infestation concerns, the following animals are prohibited as pets; reptiles, rodents, insects, rabbits, ferrets, birds and pigs.

(a) Unit Owners may maintain a pet within their Unit and Limited Common Elements appurtenant to their Unit.

(b) Unit Owners with fenced Limited Common Element yards may maintain their pets within the fenced yard area appurtenant to their Unit.

(c) Unit Owner's shall hold the Association harmless from all claims resulting from the actions of his or her pet. Pets demonstrating dangerous behaviors within the classifications defined in Ketchikan Gateway Borough ("KBG") Ordinance Code 20.55.005(b) and falling within KBG Code 20.5.010 are not permitted on the Property.

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(d) Unit Owners shall be responsible for keeping their Units and Limited Common Element areas free and clear of pet feces and shall immediately remove their pet's animal feces from all areas of the Common Interest Community.

(e) The provisions of the Ketchikan Gateway Borough leash law KGB Ordinance Code Title 20.70 shall be observed and pets shall be leashed and kept under control at all times, when outside a Unit. Pets shall be licensed, vaccinated and maintained in accordance with KGB requirements.

(f) Pets causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Unit Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. Pets in the control of Unit Owners that are repeat offenders of the pet rules may be deemed a nuisance, and upon demand of the Executive Board shall be permanently removed from the Community.

Section 3.4 - Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their clients, customers, tenants, employees, agents, invitees or licensees and guests.

Section 3.5 - Employees of Management. No Unit Owner shall send any employee of the Management Agent out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

ARTICLE IV
Insurance

Section 4.1 - Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations contained in any fire and liability insurance policy on the Property.

Section 4.3 - Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident shall be promptly reported to the Manager or a Director by any person having knowledge thereof.

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ARTICLE V
Rubbish Removal

Section 5.1 - Deposit of Rubbish.

(a) No garbage cans or trash barrels shall be placed outside the Units, except in areas designated for trash pick up. All trash shall be stored, handled and removed in a safe and sanitary manner with emphasis on minimizing odor and nuisance.

(b) No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in trash storage containers approved by the Executive Board, until the next trash pick-up date. Trash pick-up locations will be designated by the Executive Board or the Manager. Pickup will be from those locations only. Trash containers are to be placed at the designated location no earlier than the day prior to the scheduled pick-up day, and the area is to be kept neat, clean and free of debris.

(c) Long term storage of rubbish in the Units is prohibited.

ARTICLE VI
Signage

Section 6.1 - General. Unit Owners may display an identity sign for their business. Business identity signs shall meet the signage specifications and materials as determined by the Board. Identity signs shall be professional designed and limited to trade name and logo only.

Section 6.2 – Board Approval. All signs displayed by Unit Owners shall be approved by the Executive Board. Unit Owners must submit for approval by the Board the following items; conceptual drawings indicating location, size, materials, graphics and letter style, method of attachment and name of the sign company or fabricator. Drawings submitted should reproduce sign colors as closely as possible.

Section 6.3 – Signage Materials. All signs displayed by Unit Owners, permanent and temporary, shall be of professional quality in design and craftsmanship. Paper, cardboard, and poster board signs are not permitted.

Section 6.4 – Electric Signage. No electrical signs are permitted in or on the Common Element parking area. Unit Owner electrical signage must be connected to each Unit Owner's electrical service panel by a licensed electrical contractor. Any exposed conduit, tubing, raceways, conductors, transformers and other equipment for business signage must be installed in an unobtrusive, professional and workmanlike manner.

ARTICLE VII
Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a

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sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with renovation construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VIII
Rule Violations

Section 8.1 – Minimum Fines. Association Rules in addition to the provisions of the Declaration and Bylaws will be enforced with minimum fines of Fifty Dollars and Zero Cents ($50.00) per violation. At the discretion of the Association Manager or Board of Directors, minor "first offenses" may result in a warning before imposition of fines. Violations which are deemed to be "serious" may warrant larger finds, up to any amount deemed "reasonable" for purposes of Alaska Statute 34.08.320(a)(11). Ongoing, recurring or intentional violations will result in progressively server fines which will be levied at the discretion of the Board.

Section 8.2 – Legal Costs. In addition to fines that may be levied, the Board may institute legal proceedings or correct violations (i.e., repairs, restoration, vehicle towing, etc.), charging all associated costs back to the offending owner as a additional assessments. If the association must retain legal counsel to enforce Rules, Declaration or Bylaw provisions, legal costs may be assessed against the Unit Owner as additional fines.

ARTICLE IX
General Administrative Rules

Section 9.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 9.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

Certified to be the initial rules adopted by the Executive Board on its date of organization

Lora Stamm

Printed Name: Lora Stamm

Title: Secretary

From:	Kimberly Peters
To:	Marijuana Licensing (CED sponsored)
Subject:	Re: FW: Incomplete Application Notice x3 - Higher Dimensions - Licenses #29768, #29769, #29770 (high importance)
Date:	Monday, March 21, 2022 8:32:17 AM

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also regarding the ventilation, I sent this info in and it was supposed to be attached to my application. I took all the tinctures off of my list of products because you have to be on city water or get your water tested everyday and that is really expensive so I opted out of that, so I will not be making those. DEC approved me for everything but the tinctures.
Thanks,
Kimberly

On Mon, Mar 21, 2022 at 7:53 AM Kimberly Peters <kimberlypeters9@gmail.com> wrote:

> Yes, Ketchikan Gateway Borough is the primary LGB.
> Kimberly
>
> On Thu, Mar 17, 2022 at 8:15 AM Kimberly Peters <kimberlypeters9@gmail.com> wrote:
>
>> Thank you for the clarification.
>> Yes I did receive everything.
>> I'm getting everything together and will email back asap.
>> Thanks,
>> Kimberly
>>
>> On Wed, Mar 16, 2022 at 3:01 PM Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov> wrote:
>>
>>> Kim – thanks for getting back to me. AMCO will assume from your response that you did indeed receive the 3 incomplete letters I sent out yesterday. As stated in the letter, you have 90 days to email those corrections back in order to proceed further with your 3 license applications. Let me know if you have any further questions about the instructions, etc.
>>>
>>> Thanks,
>>>
>>>
>>> **Nathan Hall**
>>>
>>> Occupational Licensing Examiner
>>>
>>> Alcohol and Marijuana Control Office
>>>
>>> 550 West 7th Avenue, Suite 1600
>>>
>>> Anchorage, AK 99501
>>>
>>> 907-334-0892
>>>

marijuana.licensing@alaska.gov

Please consider the environment before printing this e-mail.

Any guidance provided by this electronic communication is not a binding legal opinion, ruling, or interpretation that may be relied upon, but merely guidance concerning existing statutes and regulations. There may be other unique or undisclosed facts, circumstances, and information that may have changed any guidance provided in this communication.

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From: Kimberly Peters [mailto:kimberlypeters9@gmail.com]
Sent: Wednesday, March 16, 2022 8:55 AM
To: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Subject: Re: FW: Incomplete Application Notice x3 - Higher Dimensions - Licenses #29768, #29769, #29770 (high importance)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kimberlypeters9@gmail.com

This email is the one to use.

Let me know if I need to provide you with anything else.

Thank you,

Kimberly Peters

On Tue, Mar 15, 2022 at 10:35 AM Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov> wrote:

> Kimberly, good morning.
>
> I am forwarding this to the alternate email we have on file for you as my original bounced back. I've also left you a voicemail as well. Please respond back ASAP to a) confirm you received the notices and b) what the correct email address should be for your 3 license application correspondence.
>
> Thanks,

Nathan Hall

Occupational Licensing Examiner

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

907-334-0892

marijuana.licensing@alaska.gov

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From: Marijuana Licensing (CED sponsored)
Sent: Tuesday, March 15, 2022 10:24 AM
To: higherdimensions907@gmail.com
Cc: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Subject: Incomplete Application Notice x3 - Higher Dimensions - Licenses #29768, #29769, #29770
Importance: High

Hello,

Your application(s) have been reviewed, attached is correspondence regarding corrections, additional reference documents, and/or resubmittals that need to be addressed.

Please make sure to read the entire notice(s). If the submitted corrections for your application(s)n are inadequate to deem your

application(s) complete, or your application(s) are still incomplete after ninety (90) days from the date of this notice, your application(s) will be returned to you in accordance with 3 AAC 306.025(e)(1) and 3 AAC 306.025(f). Should you wish to continue pursuing licensure, it would be necessary to file new application(s) and pay new fees.

Ninety-day Due Date: June 13, 2022

- Let us know if you require copies of any submitted documents, and feel free to email if you need clarification on any items in the Incomplete Notice. Correspondence should be sent to marijuana.licensing@alaska.gov.
- Only submit requested corrections, AMCO does not require nor need any other documents previously submitted.
- Emailing corrections is strongly preferred, please give the front desk a heads up so Jen knows to be on the lookout in the secure drop-box out front, the US mail or fax machine.

Thanks,

Nathan Hall

Occupational Licensing Examiner

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

907-334-0892

marijuana.licensing@alaska.gov

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