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 licensed business.

License Type:	Retail Marijuana Store	**License Number:**	38593
Name of Business:	Shackleford Farms LLC		
Physical Address:	8847 Kenai Spur Highway		

Section 2 – Attached Items

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

Submitting Payment?	☐ Yes ☑ No
This is for a:	☑ New Application ☐ Transfer Application ☐ Renewal Application ☐ Other (specify):
Included Documents:	Right of Posession - 8847 Kenai Spur Highway

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LEASE AMENDING AGREEMENT

THIS LEASE AMENDING AGREEMENT dated this 25 day of JUNE, 2024

BETWEEN:

Jeremy & Katherine Uei
(the "Landlord")

OF THE FIRST PART

- AND-

Nicholas Francis Mann (Shackleford Investments, LLC)
(the "Tenant")

OF THE SECOND PART

Background

A. The Landlord and the Tenant entered into the lease (the "Lease Agreement") dated June 16, 2021, for the premises (the "Premises") located at 8847 Kenai Spur Highway.

B. The Landlord and the Tenant desire to amend the Lease Agreement on the terms and conditions set forth in this Lease Amending Agreement (the "Agreement"), which will take effect on June 20, 2024.

C. This Agreement is the Second amendment to the Lease Agreement.

IN CONSIDERATION OF the Landlord and Tenant agreeing to amend their existing Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Lease Agreement is amended as follows:

    a. Add Shackleford Farms LLC as a tennant.

    b. Give permission for Shackleford Farms LLC to operate a retail marijuana store in the highlighted area.

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c. Highlighted area of proposed retail premises.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.

Incorporation

3. This Agreement incorporates and is subject to the Lease Agreement.

Miscellaneous Terms

4. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Lease Agreement. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Landlord" and "Tenant" as used in this Agreement include the plural as well as the singular; no regard for gender is intended by the language in this Agreement.

Governing Law

5. Subject to the terms of the Lease Agreement, it is the intention of the parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Landlord and Tenant execute this Lease Amending Agreement.

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Witness

Jeremy & Katherine Uei
June 20, 2024
Signing Date

Witness

Shackleford Farms LLC
per: _____(seal)
6/25/24
Signing Date

State of Alaska
Kenai Peninsula Borough

The foregoing instrument was acknowledged before me this 25th day of June, 2024 by Nicholas Mann & Jeremy & Katherine Uei

Notary Signature

GREGORY P. CHEEVER
NOTARY PUBLIC
MY COMMISSION EXPIRES JANUARY 17, 2028
STATE OF ALASKA

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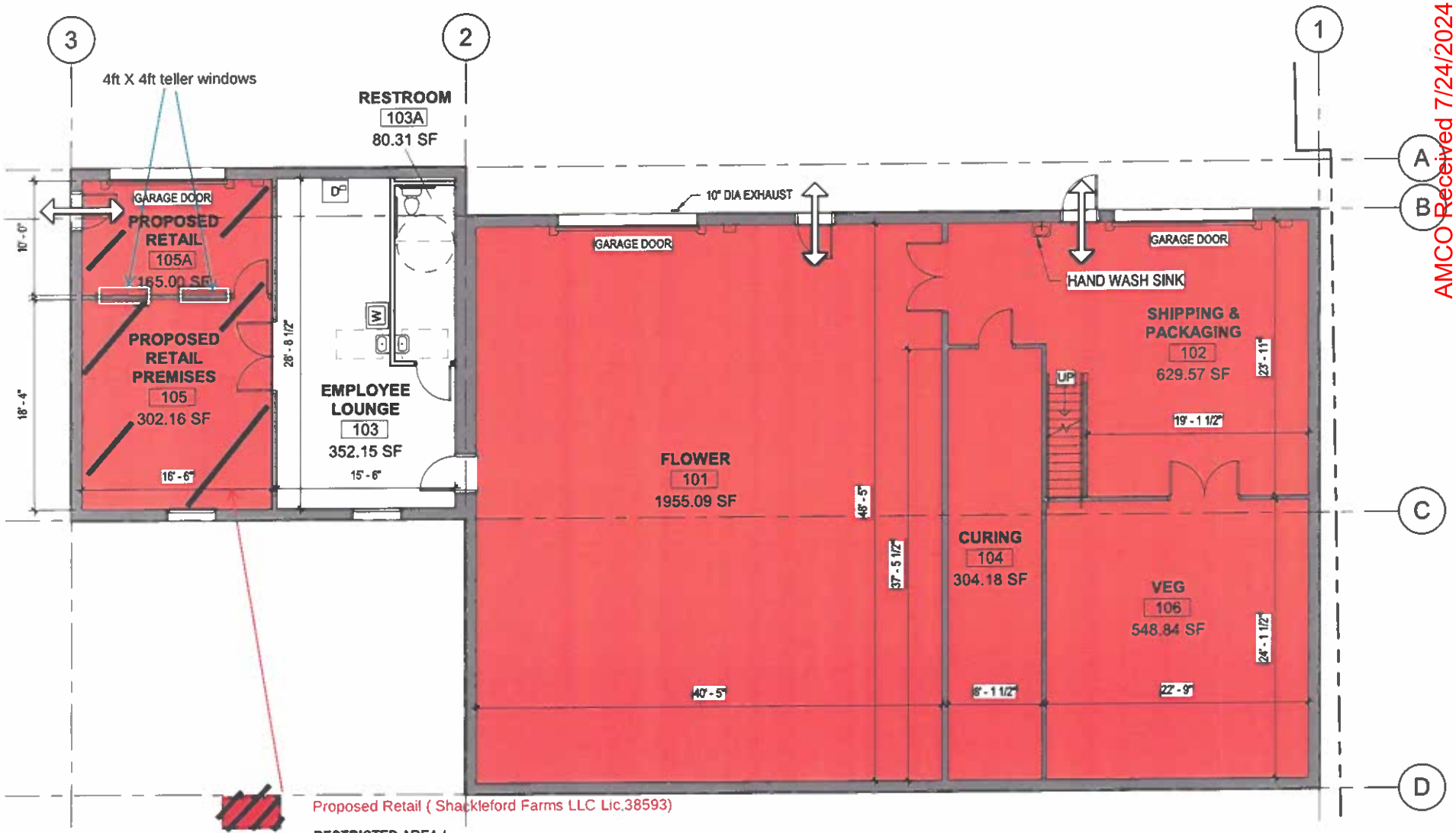

Proposed Retail (Shackleford Farms LLC Lic.38593)

RESTRICTED AREA / LICENSED PREMISES (Shackleford Investments LLC Lic. 31826)

UNRESTRICTED AREA

TRAVEL IN THIS DIRECTION ONLY

TRAVEL IN BOTH DIRECTIONS

N

INFINITE DESIGN
BRIAN COBB
P.O. Box 664
Donald, OR 97020
(b) 503.989.2992

FLOOR PLAN L1 - DIAGRAM - 1, 2, & 5

+ Shackleford Farms LLC (license #38593)

SHACKLEFORD INVESTMENTS, LLC ; ENTRY & TI

8847 KENAI SPUR HWY; [redacted] (LICENSE #31826)
KENAI, AK 99611

DATE: 5/28/2024
SCALE: 1/8" = 1'-0"
PROJ. NO: 2021-08 DWN BY BTC

A1

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LEASE AMENDMENT

Property Address: 8841 Kenai Spur Highway Unit

This Lease Amendment ("Amendment") made October 6th, 2022 amends the lease agreement that began on June 14th, 2021 between the following parties:

Landlord: Jeremy & Katherine Uei
Landlord's Mailing Address: 8841 Kenai Spur Hwy #A Kenai AK 99611

Tenant(s): Nicholas Mann
Tenant's Mailing Address: 8841 Kenai Spur Hwy #G, H, I Kenai AK 99611

The parties hereby acknowledge that the current lease agreement between the Landlord and Tenant(s) is amended as follows:

1) Change unit # from unit #A to unit G, H, I
2) Change Lessor name to Uei Rentals LLC
3) Change Lessee name to Shackleford Investments LLC
4) Recording Lease is no longer required.
5) Attachment "1" to be made part of lease.

The parties acknowledge and consent to the inclusion of the aforementioned language into the lease agreement. Any changes made are legally binding upon signature of both parties.

Landlord Signature: [signature] Date: 10/6/2022
Print Name: Uei Rentals LLC

Tenant Signature: [signature] Date: 10/6/2022
Print Name: Shackleford Investments LLC

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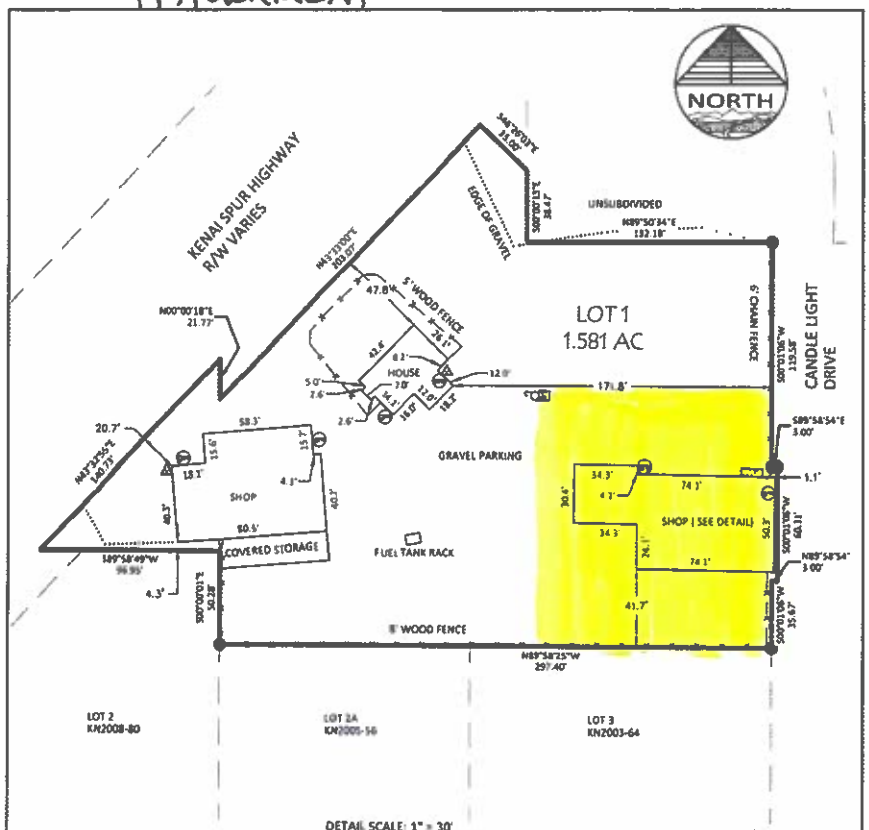
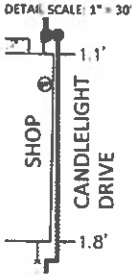
Attachment "1"



Highlighted area is leased land/building area.

DETAIL SCALE: 1" = 30'



LEGEND AND NOTES

- Found Property Corner
- Sewer Cleanout
- Telephone Pole
- Electric Box
- Electric Meter
- Gas Meter

SCALE
1" = 60'
0 30' 60'

STATE OF ALASKA 49TH
JAMES A. HALL
85032-S
12/15/2020
REGISTERED PROFESSIONAL LAND SURVEYOR

1. THE BEARINGS AND DISTANCES SHOWN HEREON RELATIVE TO THE PROPERTY BOUNDARIES WERE DERIVED FROM DATA OF RECORD.
2. THIS LOT IS SERVED BY UNDERGROUND GAS AND ELECTRIC.
3. THIS LOT IS SERVED BY CITY WATER AND SEWER.
4. THIS LOT IS SUBJECT TO CITY OF KENAI TITLE 14 PLANNING AND ZONING CODE.
5. STREET ADDRESS: 8847 KENAI SPUR HIGHWAY, KENAI, AK 99611

Prepared For: Katie Uel
130 S Willow St Ste 6
Kenai, AK 99611

AS-BUILT SURVEY

I hereby certify that I have surveyed the following described property in accordance with the Alaska Society of Professional Land Surveyors Mortgage Location Survey Standards:

YRAGUI SUBDIVISION
LOT 1 (KN 2003-64)

Located in the KENAI Recording District, Alaska, and that the improvements situated thereon are within the property lines and do not overlap or encroach on the property lying adjacent thereto, that no improvements on the property lying adjacent thereto encroach on the premises in question and that there are no roadways, transmission lines or other visible easements on said property except as indicated hereon.

EXCLUSION NOTE: It is the responsibility of the owner to determine the existence of any easements, covenants or restrictions which do not appear on the recorded subdivision plat. Under no circumstances should any data hereon be used for construction or for establishing boundary or fence lines.

Date: December 14, 2020
Job No: 201023 Field Book No. 20-08-69

McLANE Consulting Inc
ENGINEERING - TESTING
SURVEYING - MAPPING
P.O. BOX 468
SOLDOTNA, AK. 99669
VOICE: (907) 283-4218
FAX: (907) 283-3265
WWW.MCLANECG.COM

x lessor
x lessee

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COMMERCIAL LEASE AGREEMENT

This "is" a modified lease making original lease void.

THE PARTIES. This Lease Agreement agreed on 6/14/2021 is between:

The **Lessor** is 2 individual(s) known as KATHERINE UEI and JEREMY UEI with a mailing address of 8847 Kenai Spur Highway #A Kenai Alaska 99611, hereinafter referred to as the "Lessor."

AND

The **Lessee** is 1 individual(s) known as NICHOLAS MANN with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 4,770 square feet (SF) of COMMERCIAL AGRICULTURE INSIDE located at 8847 KENAI SPUR HWY UNITS F, G AND H, KENAI, Alaska, 99611.

Additional Description: IMROVEMENTS TO INCLUDE TENANT RENOVATION WILL BE AT THE COST OF THE LESSEE. ALL WORK TO THE STRUCTURE TO BE LEFT IN PLACE AT THE END OF LEASE. TENANT WILL BE ABLE TO REMOVE THE FURSHINGS AND APPERTENCES. TENANT WILL PROVIDE AN ELECTRIC FEEDER FROM THE 277/480V SERVICE RATED AT 200 AMPS (BUILDING A-B-C-D) TO THE BUILDING AND ALL TERMINATIONS. TENANT POWER WILL BE SUBMETERED AND PAY TO THE LESSOR THE COST OF ELECTRICITY. ALL OTHER UTILITIES FOR THE BUILDING WILL BE PAID BY THE LESSEE.

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws. Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

KU
NFM

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EXCLUSIVE USE. The Lessee shall hold exclusive rights to operate on the Premises with the following use(s): THERE WILL BE NO OTHER TENANTS.

TERM OF LEASE. This Lease shall commence on 6/14/2021 and expire at Midnight on 6/14/2023 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of $4293.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis but is deferred until the successful production and sale of products 1st run (4-6 mo), with payment after 1st run due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's by dropping rent check off at AK Wellness & Tanning LLC (8847 Kenai Spur Highway #A Kenai Alaska 99611).

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of $50.00 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of $100.00 per occurrence if the rent is not paid after the 10th day payment is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions: Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 2 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

KM NFM

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RENEWAL PERIODS

The first (1st) renewal period shall begin on 6/14/2023 and end on 6/14/2024 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

The second (2nd) renewal period shall begin on 6/14/2024 and end on 6/14/2025 with the rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES.

It is the intention of the Parties, and they hereby agree, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

OPERATING EXPENSES. The Lessee shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs regarding property taxes, insurance and exterior maintenance. Lessee hereby agrees to pay one-hundred percent (100%) of building modification to meet business needs to include any and all Operating Expenses as hereafter defined for the entire term of the Lease and any renewals thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to Lessee of operating and maintaining the Premises, and shall include, without limitation, heating, air conditioning, HVAC, electricity, city water, city sewer, waste disposal, operating materials and supplies, service agreements and charges, snow removal, repairs, cleaning and custodial, security, both business and property insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

TAXES. Lessor shall pay, during the term of this Lease, the real estate taxes and property assessments (collectively, the "taxes") attributable to the Premises and accruing during such term.

INSURANCE. The Lessee shall provide and maintain personal liability and property damage insurance. In addition, the Lessee will provide personal property insurance. Lessee will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement. The insurance

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shall protect and indemnify the Lessor of any injury, death, or property damage to occur on the property to the limits of $1,000,000.00.

UTILITIES. The Lessee shall be responsible for any and all utilities to the Premises in relation to the total buildings leased.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration, cancelation or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

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LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. There will be no mortgage on this property in the next 60 days. Lease to be recorded with Kenai Recorders office upon pay off the current mortgage. Property is willed to daughter Vanessa Uei who owns the business in #A and lease will be honored upon transfer of ownership in the event of owners passing.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

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SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage. Lessee to obtain loss of income insurance to protect/provide Lessee income in this instance.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or his guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring his contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor

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may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Alaska. If the Lessor and Lessee fail to resolve the dispute through mediation, then the Alaska REALTOR Association shall be used in accordance with their rules. This will be a cost of $300.00 for Lessee and $300 for Lessor. Lessor and Lessee agree to the binding effect of any ruling or judgment made by Alaska REALTOR Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent

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defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by default proceedings under said obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect not withstanding any such default proceedings under said obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

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PETS. Pets shall be allowed on the Premises without any restriction or conflict by the Lessor with the Lessee being fully responsible for damage caused by any such Pet on the Premises. Lessee may put up a fence for pet.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Any modifications or amendments to the lease to be agreed upon, in writing and notarized. This "is" a modified lease making original lease void.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month

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with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Alaska.

NOTICES. Notices shall be addressed to the following:

Lessor: KATHERINE UEI and JEREMY UEI

8847 Kenai Spur Highway #A, KENAI, Alaska, 99611

Lessee: NICHOLAS MANN

8847 KENAI SPUR HWY UNITS F,G and H, KENAI, Alaska, 99611

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original. This "is" a modified lease making original lease void.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

AMCO Received 7/24/2024

LESSOR SIGNATURE

Signature _____ Date 6/16/21

KATHERINE UEI

Signature _____ Date 6/16/21

JEREMY UEI

LESSEE SIGNATURE

Signature _____ Date 6/16/21

NICHOLAS MANN

AMCO Received 7/24/2024

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Alaska

County of Kenai Peninsula, ss.

On this 16th day of June, 2021, before me appeared Jeremy Fumio Uei Katherine J Uei, as the **LESSOR(S)** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: _____

Print Name: Grace Wilson

My commission expires: 9/1/24

(Seal)

OFFICIAL SEAL
GRACE WILSON
NOTARY PUBLIC-STATE OF ALASKA
My Comm. Expires September 1, 2024

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Alaska

County of Kenai Peninsula, ss.

On this 16 day of June, 2021, before me appeared Nicholas Mann, as the **LESSEE(S)** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: _____

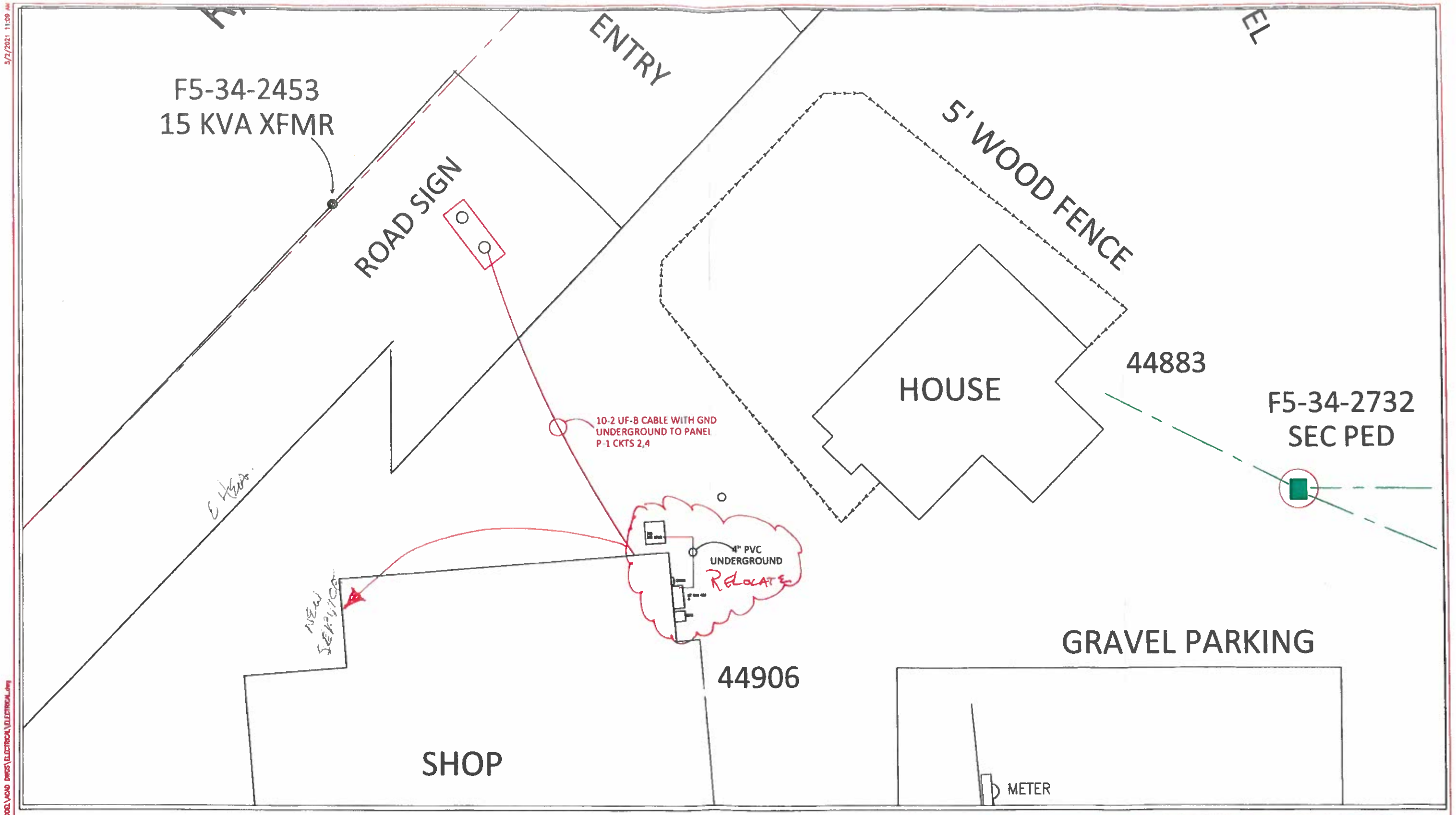
Print Name: Molly Green

My commission expires: 9.29.24

(Seal)

OFFICIAL SEAL
MOLLY GREEN
NOTARY PUBLIC-STATE OF ALASKA
My Comm. Expires September 29, 2024

AMCO Received 7/24/2024



SOURDOUGH CONSULTANTS
DRAFTING AND DESIGN
NIKISKI, AK 99635

DATE	REV. NO.	DWN. BY	APPR. BY	DESCRIPTION

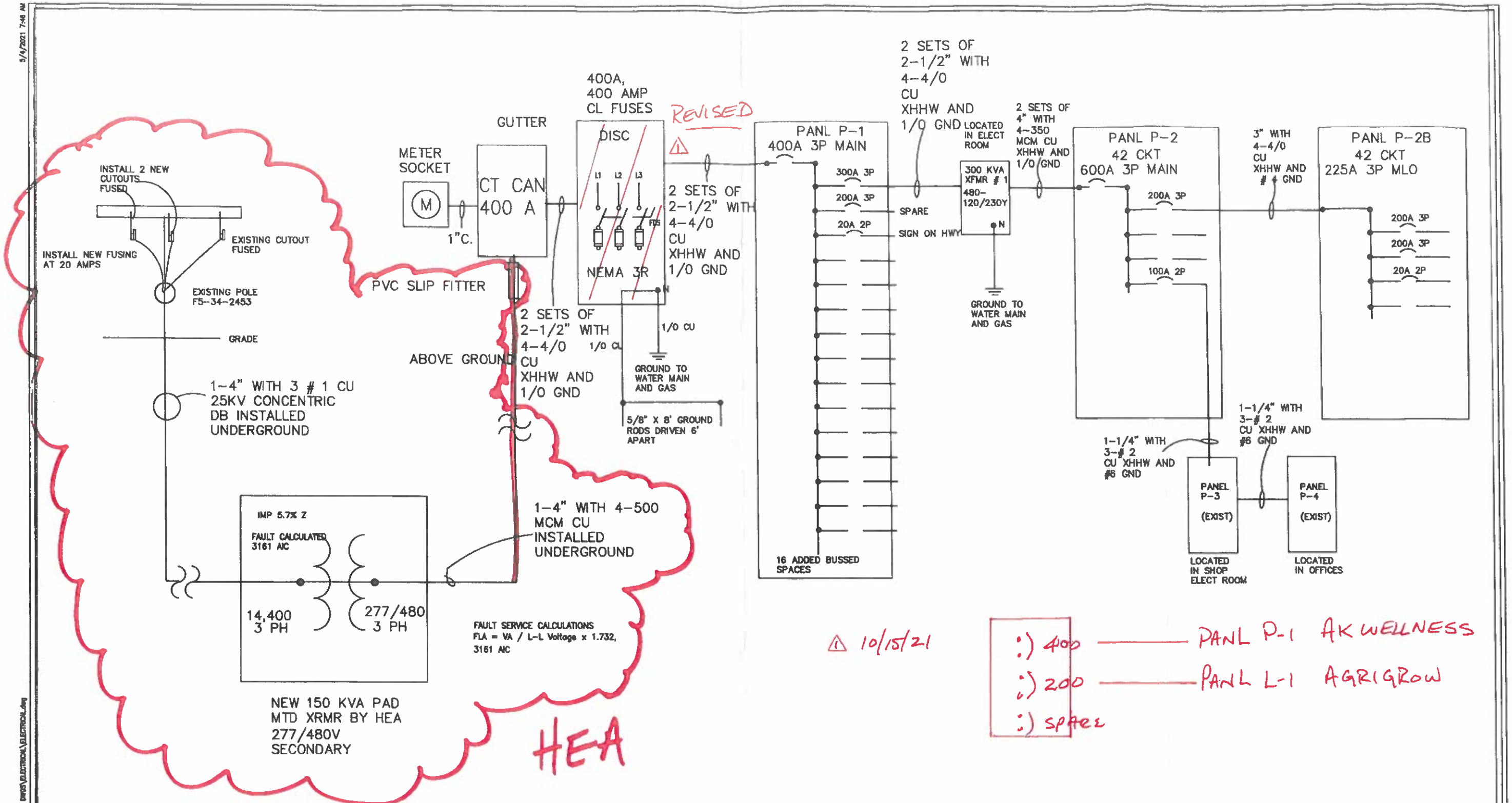
ALASKA WELLNESS TANNING
8847 KENAI SPUR HWY KENAI AK
907-283-2299

PROJECT: AK WELLNESS TANNING CENTER REMODEL
TITLE: ELECTRICAL SITE PLAN
SIGN CKTS

DRAWN BY	CHECKED BY	APPROVED BY	REV.
J WOOD	K UEIE	VANESSA	0
SCALE: NTS	DATE: 4/9/21	DWG. NO.: NNNN	SHT. 1 OF1

AMCO Received 7/24/2024

AMCO Received 7/24/2024



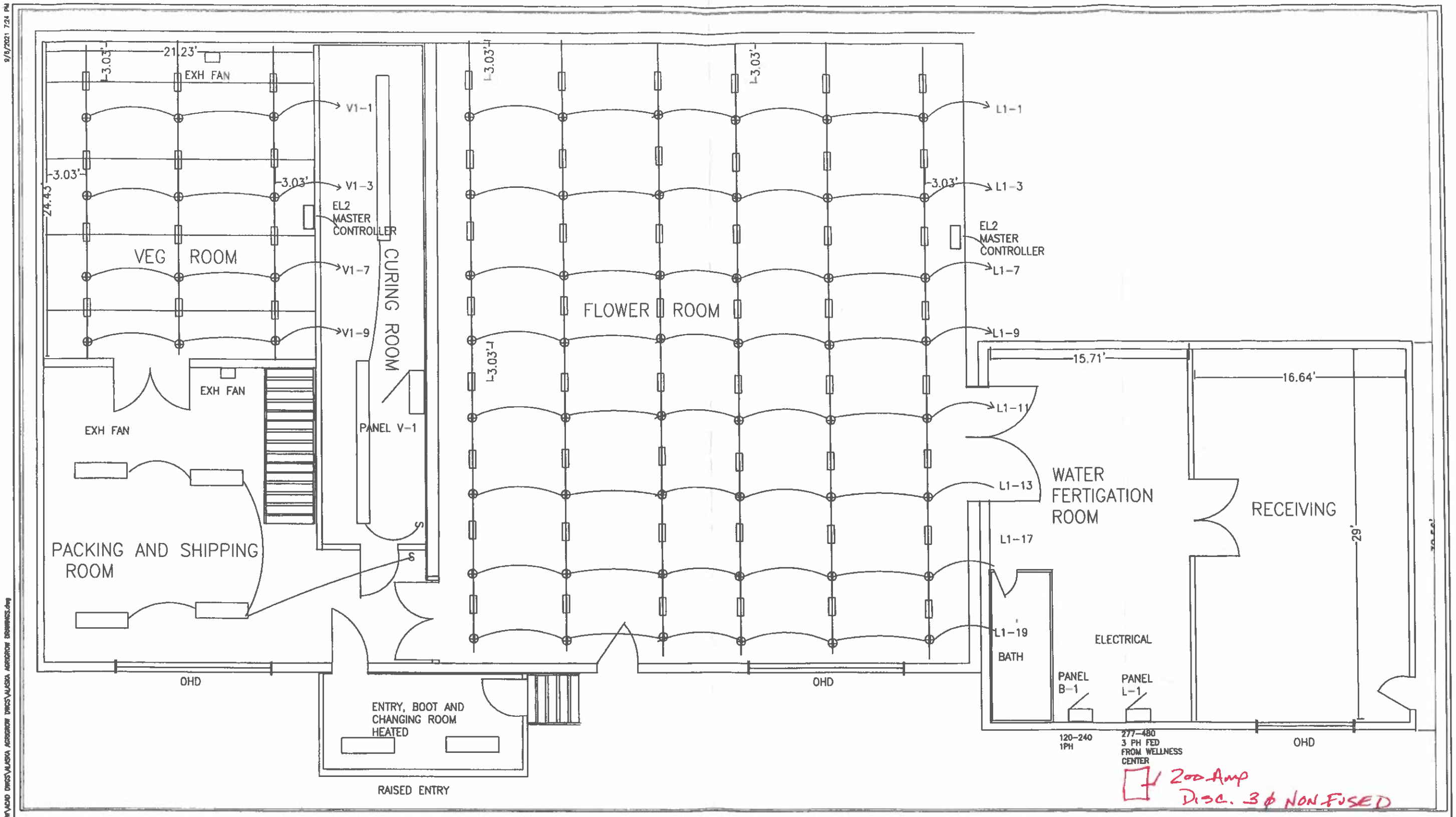
SOURDOUGH CONSULTANTS
DRAFTING AND DESIGN
NIKISKI, AK 99635

DATE	REV. NO.	DWN. BY	APPR. BY	DESCRIPTION
				COMPLETE

ALASKA WELLNESS TANNING
8847 KENAI SPUR HWY KENAI AK
907-283-2299

PROJECT: AK WELLNESS TANNING CENTER REMODEL			
TITLE: ONE LINE ELECT DIAGRAM REVISED			
DRAWN BY: J WOOD	CHECKED BY: K UEDE	APPROVED BY: VANESSA	REV. 0
SCALE: NTS	DATE: 4/9/21	DWG. NO. NNNN	SHT. 1 OF1

AMCO Received 7/24/2024



SOURDOUGH CONSULTANTS
DRAFTING AND DESIGN
NIKISKI, AK 99635

DATE	REV. NO.	DWN. BY	APPR. BY	DESCRIPTION

ALASKA AGRIGROW PRODUCTS
8847 KENAI SPUR HWY KENAI AK
UNITS B AND C REAR

PROJECT	TENANT IMPROVEMENTS		
TITLE	FIRST FLOOR ELECTRICAL LIGHTING		
DRAWN BY J WOOD	CHECKED BY N MANN	APPROVED BY N MANN	REV. 0
SCALE NTS	DATE 8/6/21	DWG. NO. NNNN	SHT. 1 OF1

LEASE AMENDMENT

Property Address: 8847 Kenai Spur Highway Unit

This Lease Amendment ("Amendment") made October 6th, 2022 amends the lease agreement that began on June 14th, 2021 between the following parties:

Landlord: Jeremy & Katherine Uei
Landlord's Mailing Address: 8847 Kenai Spur Hwy #A Kenai AK 99611

Tenant(s): Nicholas Mann
Tenant's Mailing Address: 8847 Kenai Spur Hwy #G, H, I Kenai AK 99611

The parties hereby acknowledge that the current lease agreement between the Landlord and Tenant(s) is amended as follows:

1) Change unit # from unit #A to unit G, H, I
2) Change Lessor name to Uei Rentals LLC
3) Change Lessee name to Shackleford Investments LLC
4) Recording Lease is no longer required.
5) Attachment "1" to be made part of lease.

The parties acknowledge and consent to the inclusion of the aforementioned language into the lease agreement. Any changes made are legally binding upon signature of both parties.

Landlord Signature: [signature] Date: 10/6/2022
Print Name: Uei Rentals LLC

Tenant Signature: [signature] Date: 10/6/2022
Print Name: Shackleford Investments LLC

AMCO Received 7/24/2024

Cosigner Agreement

1. This Cosigner Agreement is entered into on 10/7/2022, between Shackleford Investments LLC (Tenant), Uei Rentals LLC (Landlord), and Myah Jane Smith (Cosigner).

2. Tenant has leased from Landlord the premises located at 8847 Kenai Spur Highway Unit G,H,I Kenai AK 99611. Landlord and Tenant signed a lease or rental agreement specifying the terms and conditions of this rental on Original lease 6/14/2021. A copy of the lease or rental agreement is attached to this Agreement. x____ x____ x____

3. Cosigner agrees to be jointly and severally liable with Tenant for Tenant's obligations arising out of the lease or rental agreement described in Paragraph 2, including but not limited to unpaid rent, property damage, and cleaning and repair costs. Cosigner further agrees that Landlord will have no obligation to give notice to Cosigner should Tenant fail to abide by the terms of the lease or rental agreement. Landlord may demand that Cosigner perform as promised under this Agreement without first using Tenant's security deposit.

4. If Tenant assigns or subleases the Premises, Cosigner will remain liable under the terms of this Agreement for the performance of the assignee or sublessee, unless Landlord relieves Cosigner by written termination of this Agreement.

5. Cosigner appoints Tenant as his or her agent for service of process in the event of any lawsuit arising out of this Agreement.

6. If Landlord and Cosigner are involved in any legal proceeding arising out of this Agreement, the prevailing party will recover reasonable attorney fees, court costs, and any costs reasonably necessary to collect a judgment.

Landlord/Manager	Date 10/7/2022
Tenant	Date 10/7/2022
Cosigner Myra Jane Smith	Date 10/7/2022

AMCO Received 7/24/2024

Cosigner Agreement

1. This Cosigner Agreement is entered into on 10/1/2022, between Shackleford Investments LLC (Tenant), Uei Rentals LLC (Landlord), and Myah Jane Smith (Cosigner).

2. Tenant has leased from Landlord the premises located at 8847 Kenai Spur Highway Unit G, H, I Kenai AK 99611. Landlord and Tenant signed a lease or rental agreement specifying the terms and conditions of this rental on Original lease 6/14/2021. A copy of the lease or rental agreement is attached to this Agreement. x___ x___ x___

3. Cosigner agrees to be jointly and severally liable with Tenant for Tenant's obligations arising out of the lease or rental agreement described in Paragraph 2, including but not limited to unpaid rent, property damage, and cleaning and repair costs. Cosigner further agrees that Landlord will have no obligation to give notice to Cosigner should Tenant fail to abide by the terms of the lease or rental agreement. Landlord may demand that Cosigner perform as promised under this Agreement without first using Tenant's security deposit.

4. If Tenant assigns or subleases the Premises, Cosigner will remain liable under the terms of this Agreement for the performance of the assignee or sublessee, unless Landlord relieves Cosigner by written termination of this Agreement.

5. Cosigner appoints Tenant as his or her agent for service of process in the event of any lawsuit arising out of this Agreement.

6. If Landlord and Cosigner are involved in any legal proceeding arising out of this Agreement, the prevailing party will recover reasonable attorney fees, court costs, and any costs reasonably necessary to collect a judgment.

Landlord/Manager	Date 10/1/2022
Tenant	Date 10/1/2022
Cosigner Myra Jane Smith	Date 10/1/2022

AMCO Received 7/24/2024

Lease amendment

In the event of default of Shackleford Farms LLC (lic.38593) and/or Shackleford Investments LLC (lic.31826), no marijuana product will be removed from the premises by any agents of Uei Rentals LLC

AMCO will be notified within 24 hours of default to take possession of any marijuana product.

all other lease terms & conditions remain the same.

Uei Rentals LLC _____ 8/2/2024

Nicholas Mann - _____ 4/2/2024

Signed On- 8 / 2 /2024

SPENARD SOLDOTNA 65581
48855 FUNNY RIVER ROAD
SOLDOTNA, AK 99669
907-262-9143

SALE

ID: 5991
TID: 05357374 REF#: 00000014
Bank ID: 000000
Batch #: 1420 RRN: 347513757506
2/13/21 11:58:27
APPR CODE: 013138
VISA Chip
**********2234 **/**

AMOUNT $509.15

APPROVED

Visa Credit
AID: A0000000031010
TVR: 00 80 00 80 00
TSI: E8 00

Thank You
Please Come Again

CUSTOMER COPY

DATE	SO NUMBER
12-13-21	58310055

SALES ORDER

STOCK ORDER Page 1

TNA TAX

69

SHIP TO
637468 ***CPU***
CASH CONTR SOLDOTNA TAX
NICK MANN
719-221-9919
SOLDOTNA, AK 99669

CUSTOMER PO.	COST CODE	EST SHIP DATE	CLERK #	SHIPPED FROM
		12-14-21	pcs0	SOLDAKYD SO

DESCRIPTION	U/M	UNIT PRICE	EXTENDED PRICE
1/2"-4'X8' GYP LW	EA	17.99	143.92
LINE WEIGHT: 368.00			
1/2"-4'X8' CT PROROC-M2 GYP MMR	EA	26.40	290.40
LINE WEIGHT: 600.16			
DELIVERY CHARGE		60.00	60.00
LINE WEIGHT:			
		TOTAL WEIGHT	968.16

DEPOSIT 509.15 BALANCE 0.00

AK0300 KENAI BOROUGH/AK 3%

SUBTOTAL	TAX	TOTAL
494.32	14.83	509.15

BUYER:
SALESPERSON: P734906 PATRICK C SMITH

Unless otherwise specified herein, all prices shown shall only be valid for materials delivered for or received by the Purchaser within 30 days from the date of this order.

AMCO Received 7/24/2024

enard
uilders
upply

DEPOSIT

DATE	DEPOSIT NO.
12-13-21	6161999

DEPOSIT

ONTR SOLDOTNA TAX
MANN
221-9919
OTNA AK 99669

REINAFTER REFERRED TO AS CUSTOMER)

SALES ORDER #
58310055

TRANSACTION DATE	DESCRIPTION	UNIT PRICE	PAYMENT METHOD
	Order price:	509.15	
12/13/21	Deposit received in the amount	509.15	VISA

Balance due: .00

Balance must be paid prior to delivery.

SHIPPED VIA	BATCH	BALANCE DUE
SOLDAKYD	SAL347U	

AMCO Received 7/24/2024