

Memorandum of Understanding
Between Alaska Cannabis Exchange LLC dba Alaska Cannabis Exchange
and Spenard Community Council
Effective Date: 5 June 2019

This Memorandum of Understanding (hereafter "Agreement") is hereby entered into by and between **Spenard Community Council** and **Alaska Cannabis Exchange LLC dba Alaska Cannabis Exchange** (hereafter identified by name or as "Operator"), an applicant for a municipal marijuana retail license to be located at 2906 Spenard Rd. Additionally, this Memorandum corresponds to the existing Alaska Cannabis Exchange cultivation facility located at 1805-1807 West 47th Avenue, which has the same ownership and management staff.

WHEREAS, the Community Council has a vested interest in ensuring this Operator represents the best interests of the community council area; and

WHEREAS, Alaska Cannabis Exchange LLC has operated a cultivation facility since 2016 with no documented negative impacts to the community, faithfully maintained the terms of a previous Memorandum/Neighborhood Responsibility Agreement and is seeking to open a new retail business within the community council area; and

WHEREAS, the Community Council and Alaska Cannabis Exchange LLC have a long-term interest in fostering a mutually beneficial relationship to address communication and problem solving; and

WHEREAS, this Agreement is intended to satisfy neighborhood responsibility planning requirements in municipal code;

Now, therefore, the parties agree as follows:

Agreement Basics

1. The point of contact for Alaska Cannabis Exchange LLC is:

Aaron Ralph.
Phone: (907) 440-3400
Email: aaron@cannabisace.com

Contact may be outside of store hours if necessary to address issues as they arise. Changes to the point of contact or contact information shall be promptly shared with the Community Council.

2. The point of contact for the Spenard Community Council is the council president.

Jay Stange
Phone: (917) 601-3165
Email: spenardcc@gmail.com

3. The Operator shall engage with the community council and the residents and property owners within 500 feet of the proposed business location on a quarterly basis for one year from the date of opening and then annually from year two onward.

4. When the Community Council's residents or businesses, the Community Council or Operator raise issues of concern, the Community Council and Operator will take the following progressive steps:

- i Agree to discuss the issue at the next regularly scheduled community council meeting.
- ii Agree to call a special community council meeting to discuss the issue.
- iii Agree to call an executive board meeting of the community council to discuss the issue.

The Community Council has identified the following particular considerations and expectations relating to Operator's application and proposed business:

- Adherence to all municipal and state laws and regulations pertaining to the operation of a licensed marijuana dispensary and/or cultivation facility.
- Responsible business designs and practices
- Neighborhood communication
- Active community citizenship
- Effective dispute resolution
- Cooperation with law enforcement

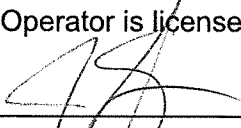
Assembly Authority

Each party recognizes and agrees that the authority to approve a municipal license and special land use permit rests exclusively with the Anchorage Municipal Assembly.

The agreement is mutually beneficial to the Community Council and the Operator. The parties understand and acknowledge that they do not intend to create a formal partnership. Nothing in this agreement shall be construed or interpreted to create any fiduciary responsibility between them. Neither party shall have any authority, express or implied, to act for or to assume any obligation or responsibility on behalf of the other party. Neither party shall be responsible for the liabilities of the other. The parties understand that non-compliance with this Agreement carries no penalties, but instead shall be provided as information to the Anchorage Municipal Assembly for consideration during original and subsequent license and land use actions.

Terms of Agreement

The parties have executed this Agreement as of the effective date. The Agreement may be updated biannually with the concurrence of both parties and shall remain in effect as long as the Operator is licensed to operate at the identified location.



(Spenard/Community Council President)

Aaron Ralph

(Operator)