

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

July 05, 2017

Kenai Peninsula Borough Attn: Johni Blankenship

VIA Email: <u>jblankenship@kpb.us</u>
CC: <u>micheleturner@kpb.us</u>

kring@kpb.us

License Number:	10063
License Type:	Limited Marijuana Cultivation Facility
Licensee:	BRENNAN J NORDEN
Doing Business As:	BOB'S MORNING BEAR CULTIVATION
Physical Address:	21725 evelyn may st kasilof, AK 99610
Designated Licensee:	BRENNAN J NORDEN
Phone Number:	907-252-8868
Email Address:	morningbear25@hotmail.com

AMCO has received a complete renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.035(c)(2).

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,

Erika McConnell

Enha Mc Connell

Director

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

BOB'S MORNING BEAR CULTIVATION

PO BOX 1205 KASILOF AK 99610

owned by

BRENNAN J NORDEN

is licensed by the department to conduct business for the period

November 18, 2016 through December 31, 2018 for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Chris Hladick





KENAI PENINSULA BOROUGH CERTIFICATE OF AUTHORITY TO COLLECT BOROUGH SALES TAX

THIS IS TO CERTIFY THAT BOBS MORNING BEAR CULTIVATION

is authorized and empowered by the Mayor of the Kenai Peninsula Borough to collect for the Borough Sales Tax on retail Sales, Rents and Services imposed pursuant to Ordinance No 5.18 of the Kenai Peninsula Borough.

This certificate is non-assignable and non-transferable and must be surrendered to the Mayor by the seller to whom it was issued upon his ceasing to do business at the location named herein, or any change in ownership, form of ownership, or any other change.

> ACCOUNT NUMBER

00203218

BOBS MORNING BEAR CULTIVATION PO BOX 1205 KASILOF AK 99610-1205

DATE OF

REGISTRATION April 10, 2017

THIS CERTIFICATE MUST BE DISPLAYED PROMINENTLY AT THE PLACE OF BUSINESS.

Mike Havane



State of Alaska Office of the State Fire Marshal Plan Review

This is to certify that the plans for this building were reviewed by the *State Fire Marshal* on _____ January 06, 2017 ___ for conformance with AS 18.70.010 -- 100; 13 AAC 50.027.

This certificate shall be posted in a conspicuous place on the premises named Bob's Morning Bear Cultivation (21725 Evelyn May) and shall remain posted until construction is completed.

NOTICE: Any changes or modifications to the approved plans **must** be resubmitted for review by the *State Fire Marshal*.

Plan Review #: 2016Anch1707 By:

Authority: AS 18.70.080

Form: 12-741 (6/01)

Full Plan Review

Jillian Roberts Plans Examiner STATE OF ALASKA - MARIJUANA CONTROL BOARD

LICENSE NUMBER

10063

FORM CONTROL 085

MARIJUANA ESTABLISHMENT LICENSE 2016 - 2017

TYPE OF LICENSE: Limited Marijuana Cultivation Facility

ISSUE DATE:

01/07/2017

EFFECTIVE DATE: 1-25-17 FRHO

EXPIRATION DATE:

06/30/2017

LOCAL GOVERNMENT:

Kenai Peninsula Borough

This license cannot be transferred without permission of the Marijuana Control Board

Special restriction - see reverse side

ISSUED BY ORDER OF THE MARIJUANA CONTROL BOARD

Sara Chamber

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

D/B/A:

BOB'S MORNING BEAR CULTIVATION 21725 Evelyn May Street

Kasilof, AK 99610

Mailing Address:

BRENNAN J NORDEN

PO Box 1205 Kasilof, AK 99610



Alcohol and 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

Form MJ-20: Renewal Application Certifications

What is this form?

[Form MJ-20] (rev 05/01/2017)

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office <u>by each licensee</u> (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information Enter information for the licensed establishment, as identified on the license application. Licensee: License Number: Brennan J Norden 10063 License Type: Limited Marijuana Cultivation Facility **Doing Business As:** BOB'S MORNING BEAR CULTIVATION Premises Address: 21725 evelyn may st City: State: ZIP: kasilof AK 99610 Section 2 - Individual Information Enter information for the individual licensee who is completing this form. Name: Brennan J Norden Title: Owner Section 3 – Changes to Licensed Marijuana Establishment Read each line below, and then sign your initials in the box to the right of only the applicable statement: Initials I certify that no changes have been made, except for those that have been previously reported or requested on a form prescribed by the Board, to this licensed establishment's business name, ownership, licensed premises diagram, or operating plan, and (for marijuana product manufacturers) that I do not wish to request Board approval for production of any new proposed marijuana products. I certify that a change has been or will be made to one or more of the items listed above for this establishment, and I understand that an additional form(s) and fee(s) must be submitted to AMCO before any renewal application for this license can be considered complete. If you have selected the second certification, please list any and all of the five types of changes that need to be reported/requested:



Alcohol and 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

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications			
Read each line below, and then sign your initials in the box to the right of <u>any applicable statements</u> : Initial	3/		
I certify that I have not been convicted of any criminal charge in the previous two calendar years.			
I certify that I have not committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	2		
Sign your initials to the following statement only if you are unable to certify one or both of the above statements: Initial	s		
I have attached a written explanation for why I cannot certify one or both of the above statements, which includes the type of offense, as required under 3 AAC 306.035(b)(4).			
Read each line below, and then sign your initials in the box to the right of each statement:	S		
Read each line below, and then sign your initials in the box to the right of each statement: I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued. I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state. I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board. I certify that I understand that providing a false statement on this form, the online application, or any other form provided			
	L		
I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.			
As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.			
Signature of licensee NOTARY PUBLIC-STATE OF 15, 2017 8 NOTARY PUBLIC-STATE OF 15, 2	_		
Printed name of licensee Subscribed and sworn to before me this 17 day of 344 , 2017.			
[Form MJ-20] (rev 05/01/2017) JUN 1 9 2017 Page 2 of 2			

Alcohol & Marijuana Control Office

License Number: 10063
License Status: Active

License Type: Limited Marijuana Cultivation Facility

Doing Business As: BOB'S MORNING BEAR CULTIVATION

Business License Number: 1032827

Designated Licensee: BRENNAN J NORDEN

Email Address: morningbear25@hotmail.com

Local Government: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 60.294782, -151.236894

Physical Address: 21725 evelyn may st

kasilof, AK 99610 UNITED STATES

Licensee #1

Type: Individual

Name: BRENNAN J NORDEN

Phone Number: 907-252-8868

Email Address: morningbear25@hotmail.com

Mailing Address: po box 1205

kasilof, AK 99610 UNITED STATES **Note:** No entity officials entered for this license. **Note:** No affiliates entered for this license.

ALASKA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 24th day of May 2017, by and between Brennan Norden of Bob's Morning Bear Cultivation (hereinafter referred to as "Tenant") and DiJoseph Group LLC (hereinafter referred to as "Landlord").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Kasilof, Alaska, such real property having a street address of 21725 Evelyn May Street, Kasilof, Alaska 99610 (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein:

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of 12 months such term beginning on June 1, 2017, and ending at 12 o'clock midnight on May 31, 2018.
- 2. **RENT.** The total rent for the term hereof is the sum Two Thousand Five Hundred dollars (\$1,000) per calendar month payable by the FIFTH day of each calendar month of the term. All such payments shall be made to Landlord at Landlord's business address of 8617 41st Avenue SW, Seattle, WA 98136 or at such other place as Landlord and Tenant may agree.
- 3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of Two Thousand dollars (\$2,000), as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
- 4. USE OF PREMISES. The Premises shall be used and occupied by Tenant during the term of this Agreement for the purpose of carrying on a limited marijuana cultivation facility. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises, provided that, an exception will be made for the Controlled Substances Act, 21 U.S.C. Section 800 et seq. (the "CSA") with respect to the CSA's provisions concerning marijuana.



- 5. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
- 6. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement
- 7. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement. Landlord and Tenant hereby agree that Landlord shall not be obligated to complete or undertake any improvements to the Premises whatsoever.
- 8. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
- 9. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 10. UTILITIES. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
- 11. MAINTENANCE AND REPAIR; RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;



- Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
- 12. DAMAGE TO PREMISES; INSURANCE. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then



be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this ease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms. Tenant shall maintain a property insurance policy covering the Premises in an amount agreed upon between Tenant and Landlord. This policy shall name Landlord as an additional insured using an endorsement form acceptable to Landlord.

- 13. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale," "for rent" or "vacancy" signs on the Premises at any time within forty- five (45) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
- 14. SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
- 15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at TWELVE HUNDRED FIFTY DOLLARS (\$1,250) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
- 16. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
- 17. ANIMALS. Tenant shall be entitled to keep no more than ONE (1) domestic dogs, 0 cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall not pay to Landlord a pet deposit.

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- 18. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
- 19. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
- 20. **DEFAULT**. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
- 21. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of ONE HUNDRED DOLLARS (\$100) per day.
- abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.



- 23. ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
- 24. RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- 25. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska.
- 26. **SEVERABILITY**. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 27. **BINDING EFFECT**. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 28. **DESCRIPTIVE HEADINGS**. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 29. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 30. **NON-WAIVER**. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
- 31. **MODIFICATION**. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
 - 32. JOINT LIABILITY. Each tenant shall be fully liable for lease.
- 33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

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given under this paragraph by written notice thereof to the other party.	is to oc
34. ADDITIONAL PROVISIONS; DISCLOSURES	formation and the P
As to Landlord this day of , 2017.	
LANDLORD: DLIOSEPH FROUP CLC	
Sign Dime Toule, many	
Dated. 5/24/2017	
As to Tenant, this day of, 2017.	
TENANT:	
Sign Mary	
Dated. 5/22/2017	

GS888653187.1

