



Public Notice

Application for Marijuana Establishment License

License Number: 10481

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: GOLDHILL GARDENS

Business License Number: 1037456

Email Address: rmmikol@gmail.com

Latitude, Longitude: 64.852290, -147.941490

Physical Address: 2941 "C" Goldhill Road
Fairbanks, AK 99709
UNITED STATES

Licensee #1

Type: Individual

Name: ROBERT M MIKOL

Phone Number: 907-750-0197

Email Address: rmmikol@gmail.com

Mailing Address: Post Office Box 80106
Fairbanks, AK 99708
UNITED STATES

Note: No entity officials entered for this license.

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at

<https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE _____

Alcohol & Marijuana Control Office

License Number: 10481

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: GOLDHILL GARDENS

Business License Number: 1037456

Designated Licensee: ROBERT M MIKOL

Email Address: rmmikol@gmail.com

Local Government: Fairbanks North Star Borough

Local Government 2:

Community Council:

Latitude, Longitude: 64.852290, -147.941490

Physical Address: 2941 "C" Goldhill Road
Fairbanks, AK 99709
UNITED STATES

Licensee #1

Type: Individual

Name: ROBERT M MIKOL

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-750-0197

Email Address: rmmikol@gmail.com

Mailing Address: Post Office Box 80106
Fairbanks, AK 99708
UNITED STATES

Note: No entity officials entered for this license.

Note: No affiliates entered for this license.

Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 8/27/19

License #/Type: 10481

Standard Cultivation

Designated Licensee: Robert Mikol

AMCO Case#:

DBA: Goldhill Gardens

Premises Address: 2941 "C" Goldhill Road Fairbanks, AK 99709

Mailing Address: PO Box 80106, Fairbanks, AK 99708

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 8/26/2019, Gold Hill Gardens, 10481, Standard Cultivaiton, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

Robert M. Mikol
Goldhill Gardens (Lic # 10481)
Post Office Box 80106
Fairbanks, Alaska 99708-0106

October 2nd, 2020

Alaska Marijuana Control Board (AMCB)
Alcohol and Marijuana Control Office (AMCO)
550 West Seventh Avenue, suite 1600
Anchorage, Alaska 99501

To All Persons Concerned,

This letter is in response to the Notice of Violation issued on August 28th, 2019 and an explanation of tardiness in paying the revenue taxes for June 2019.

The reason for the delay in paying revenue taxes for June, that were due at the end of July, was the difficulty and balancing act of paying both the revenue taxes and paying the license renewal fees, that were also due at approximately the same time. As soon as enough revenue was generated, all fees, taxes and late penalties were paid.

I hope this letter explains the problem we had and how it was solved. If you have any questions, Please don't hesitate to contact me via phone or email at: 907-750-0197 or rmmikol@gmail.com.

Sincerely and with best regards,



Robert M. Mikol
Goldhill Gardens

AMCO

OCT - 5 2020



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

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 by each licensee (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:	Robert M. Mikol	License Number:	4a-10481		
License Type:	Standard Cultivation Facility				
Doing Business As:	Goldhill Gardens				
Premises Address:	2941 C Goldhill Road				
City:	Fairbanks	State:	AK	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Robert M. Mikol
Title:	Owner

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

[Handwritten initials]

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.

[Handwritten initials]

I certify that a notice of violation has **not** been issued for this license.

Sign your initials to the following statement **only if you are unable to certify one or more of the above statements**:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

[Handwritten initials]



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 each statement:

Initials

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.

RM

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

RM

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

RM

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

RM

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

RM

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.

RM

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.

RM

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.

Robert M. Mikol
Signature of licensee

Piper Williams
Notary Public in and for the State of Alaska

Robert M. Mikol
Printed name of licensee

NOTARY PUBLIC
PIPER WILLIAMS
STATE OF ALASKA
My commission expires March 27, 2022

Subscribed and sworn to before me this 2nd day of October, 2020.

LAND LEASE AGREEMENT

THIS LAND LEASE (this "Lease") is made and entered into as of January 9, 2017, by and between Landlord and Tenant, as described in the following basic lease information. Landlord and Tenant hereby agree as follows:

ARTICLE 1--BASIC LEASE INFORMATION

1.1 Defined Terms. In addition to the terms, which are defined elsewhere in this Lease, the following terms shall have the following meaning:

- (a) **LANDLORD:** Thomas M. Clark, Sandy S. Clark and Elizabeth C. Clark (Herein referred to Thomas Clark, et al), owners of Parcel Number 274747 of USMS 859 TLI, commonly referred to as 2941 Goldhill Road.
- (b) **LANDLORD'S ADDRESS:** 2941 "A" Goldhill Road, Fairbanks, Alaska 99709.
- (c) **TENANT:** Robert Mikol of Goldhill Gardens, a cannabis cultivation operation formed pursuant to the laws of the State of Alaska.
- (d) **TENANT'S ADDRESS:** 2941 "C" Goldhill Road, Fairbanks, Alaska 99709
- (e) **LAND:** Approximately 0.25 acres of land which is described and depicted in the site plan attached hereto and incorporated herein by this reference, and which is a part of the parcel of real property owned by Landlord and located at 2941 Goldhill Road, Fairbanks, Alaska 99709 ("Landlord's Property") referred to here as 2941 "C".
- (f) **PERMITTED USE:** The Land may be used for the purpose of constructing an agricultural facility that can and may cultivate commercial cannabis under the laws of the State of Alaska. Tenant agrees to comply with all policies, rules, and regulations of the State of Alaska as they now or may hereinafter exist with respect to the use of the Land.
- (g) **LEASE AGREEMENT:** An agreement to be entered into between Tenant and Landlord to use the Land for the Permitted Use.
- (h) **TERM:** The term of the lease shall be five (5) years with an additional one (1) year automatic extension provided; however, in the event that Tenant ceases using the Property for the permitted use as described in this Agreement the lease shall expire within ninety (90) days of written notice from Landlord to Tenant and, after the expiration of the initial five (5) year term, Landlord may, in its sole discretion, unilaterally terminate this lease by giving Tenant six (6) months' written notice of termination. The lease shall expire within ninety (90) days of written notice from Landlord to Tenant, if Landlord determines that the property is not being used according to the permitted uses by Tenant or Tenant's agents or assigns. Landlord reserves the right to unilaterally terminate this Agreement upon the expiration of the initial five (5) year term, by giving Tenant six (6) months written notice of termination.
- (i) **COMMENCEMENT DATE:** January 1, 2017
- (j) **ANNUAL RENT:** One Dollar (\$1) annually payable on or before January 1 of each year.
- (k) **SECURITY DEPOSIT:** None.

1.2 Exhibits. The following exhibits are attached to this Lease and are made part of this Lease:
Exhibit A: Site plan of property.

ARTICLE 2 -AGREEMENT AND USE

2.1 Use. Tenant shall use the Land only for the Permitted Use. Tenant shall not allow the Land to be used for any unlawful purposes. Tenant will not commit waste and will not create any nuisance or interfere with, annoy or disturb any other tenant of Landlord's Property. Tenant shall not erect signs or other improvements on the Land without the approval of Landlord, which approval may be withheld in the sole discretion of Landlord, unless such signs are required by state or federal law, in which case such approval shall not be unreasonably withheld or delayed. Tenant will keep and maintain the Improvements in good condition and repair. Tenant will keep the Land free from all trash, debris, and waste. Landlord will provide Tenant with access to the Land twenty-four (24)

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hours per day, seven (7) days a week, three hundred sixty-five (365) days a year, subject to limitations set forth in Section 2.5 of this agreement. Notwithstanding anything to the contrary contained in this Lease Agreement, if, in the exercise of any rights hereunder, Tenant, its licensee, or agents shall cause damage to the Landlord's Property or any equipment located on Landlord's Property, Tenant shall, within ten (10) days after receipt of a statement from Landlord evidencing the amount of such damage, pay Landlord the costs to repair such damage. The cost of repair shall include a reasonable sum to compensate Landlord for its direct and indirect staff time in obtaining quotes for the repair work and preparing the statement to Tenant.

- 2.2 Lease Agreement with Goldhill Gardens. Tenant intends to enter into a Lease Agreement with Thomas Clark, et al for the Permitted Use. The Lease Agreement with Goldhill Gardens shall provide the terms and conditions for the use of the Land, and require that Goldhill Gardens comply with all terms of this Lease Agreement.
- 2.3 Delivery of Possession. Landlord will deliver possession of the Land to Tenant on the Commencement Date, "AS-IS" in its present condition. Tenant acknowledges neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Land for the conduct of Tenant's business or as to the physical condition of the Land, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any improvements to the Land.
- 2.4 Governmental Approvals. Tenant shall, at its sole cost and expense before the Commencement Date, apply for and obtain all licenses, permits, approvals, required by any local, state or federal governmental authorities for its use of the Land, including without limitation, all applications for zoning variances, zoning ordinances, building code variances, amendments, special use permits, and construction permits and other licenses and approvals necessary for the operation of Tenant's business from the Land (collectively, the "Governmental Approvals"). Landlord shall cooperate with Tenant to obtain all necessary Governmental Approvals, provided; however, Landlord shall not be required to expend any money in such cooperation. Tenant understands and agrees that Tenant's right to use the Land is contingent upon Tenant obtaining and continually maintaining in full force and effect all Governmental Approvals. In the event any Governmental Approvals issued to Tenant are canceled, expire, lapse, or are otherwise withdrawn or terminated by any governmental authority so that Tenant will be unable to use the Land for its intended purposes, this Lease shall automatically terminate.
- 2.5 Access. Tenant shall be provided access to the Land, across Landlord's Property as more particularly depicted in Exhibit A (the "Access Drive"). In accessing the Land, Tenant shall not interfere with Landlord's operations and Tenant shall not in any manner block access to the gate or to any other facilities on Landlord's Property.

ARTICLE 3--RENT AND TAXES

- 3.1 Rent. Annual Rent shall be in the sum of One Dollar (\$1) per year, paid annually on or before January 1 each year, with the first years rent being paid by Tenant to Landlord concurrently with the signing of this lease. Annual Rent will be paid to Landlord, or to such other person, firm or place as Landlord may, from time to time, designated in writing.
- 3.2 Utilities. Tenant shall, at its sole cost and expense, arrange for electricity, water, gas, and other utilities necessary for Tenant's operations to be provided to the Land directly from such providers. Tenant shall be billed directly for the use of such services, and shall promptly pay the same when due.
- 3.3 Taxes. In addition to Rent, Tenant shall pay additional taxes or assessments, if any, which may be levied or charged to Landlord as a result of Tenant's use or occupancy of the Land, including but not limited to, assessments upon or measured by Rent, including without limitation, any gross revenue tax, excise tax, or value added tax levied by the federal government or any other governmental body with respect to the receipt of Rent; and upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Land. Tenant shall promptly pay all

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personal property taxes on Tenant's Improvements and personal property and any other taxes payable by Tenant as due

- 3.4 Limitation on Liability. Landlord will not be in default under this Lease or be liable to Tenant or any other person, for direct or consequential damages, or otherwise, for any failure to supply any electricity, water, gas, security or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

ARTICLE 4-- INSURANCE

- 4.1 Tenant's Insurance. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance in the amounts specified below or such other amounts as Landlord may from time to time reasonably request.
- (a) bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$2,000,000. All such insurance will be equivalent to coverage offered by a Commercial General Liability form including, without limitation, personal injury, death of persons or damage to property occurring in, on, or about the Land, and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease;
 - (b) insurance covering the Improvements, and any other personal property owned by Tenant or any Licensee located on or about the Land, and any leasehold improvements to the Land, in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss."
 - (c) worker's compensation insurance insuring against and satisfying Tenant's and any Licensee's obligations and liabilities under the worker's compensation laws of the state where the Land is located, including employer's liability insurance in the limits required by the laws of the state where the Land is located;
 - (d) additional insurance reasonably requested by Landlord.

ARTICLE 5--INDEMNIFICATION, WAIVER, AND RELEASE

- 5.1 Tenant's Indemnification. From and after execution of this Lease, Tenant assumes all risks of its own operations, and those of its agents, independent contractors, and any licensees. Tenant and its agents, independent contractors, and any licensees, shall indemnify, defend and hold Landlord, its employees, directors, officers and agents harmless from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) which arise out of or relate to: (1) the use or occupancy or manner of use or occupancy of the Land by Tenant or any person claiming under Tenant; (2) any activity, work, or thing done or permitted by Tenant in or about the Land; (3) any breach by Tenant or its employees, agents, contractors or invitees of this Lease; and (4) any injury, loss or damage to the person, property or business of Tenant, its employees, agents, or contractors or any invitees entering upon the Land under the express or implied invitation of Tenant. If any action or proceeding is brought against Landlord or its agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense with counsel reasonably satisfactory to Landlord.
- 5.2 Waiver and Release. Tenant, as a material part of the consideration to Landlord for this Lease, by this section waives and releases all claims against Landlord, its directors, officers, employees and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease.

ARTICLE 6--END OF TERM

- 6.1 Surrender. Upon expiration or earlier termination of this Lease Agreement, Tenant shall surrender the Land to Landlord. Within sixty (60) days following the expiration or termination of this Lease,

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- Tenant shall remove all of its equipment or trade fixtures constructed or installed pursuant to this Lease. Any permanent structure on the Land not removed shall become property of Landlord.
- 6.2 Notification. Tenant and Landlord shall both, individually notify the State of Alaska's Marijuana Control Board (MCB) and Alcohol and Marijuana Control Office (AMCO) within 5 business days of the termination of this lease.
- 6.3 Marijuana. Landlord shall not remove any marijuana from the leased cultivation facility for any reason, either during the term of this lease or at the termination of the lease. If marijuana is present at the termination of lease, Landlord shall notify the Alaska Marijuana Control Board (MCB) and Alcohol and Marijuana Control Office (AMCO) within 5 business days of the termination of this lease.

ARTICLE 7-GENERAL

- 7.1 Quiet Enjoyment. As long as Tenant performs all covenants and obligations contained in this Lease, Landlord warrants quiet enjoyment of the Land by Tenant; provided that Landlord, its agents or representatives, and any other person authorized by Landlord, may enter upon the Land for the purpose of inspecting the Land. Any entry onto or inspection of the Land shall not constitute eviction of Tenant in whole or in part.
- 7.2 Condemnation. In the event of a condemnation or other taking by any governmental agency of all or a portion of the Land necessary for Tenant's operation of its business thereon, this Lease will terminate when the condemning authority takes possession of the Land. Any such condemnation award shall be paid to Landlord, except that Tenant will have the right to assert a separate claim for moving expenses, business interruption, and leasehold improvements paid for by Tenant.
- 7.3 Liens. Tenant will keep the Land free and clear of all liens on account of work done for Tenant or persons claiming under Tenant.
- 7.4 Assignment and Subletting. Tenant shall not assign or sublet its interest in this Lease or the Land without the prior written approval of Landlord, which approval may be withheld in Landlord's sole and absolute discretion. This Lease shall otherwise inure to the benefit of and be binding upon the successors and assigns of the parties.
- 7.5 Inspection. Landlord reserves the right to enter, at any time, the Land to inspect the same.
- 7.6 No Waiver. The waiver by either Landlord or Tenant of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.
- 7.7 Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors, or City Council, as the case may be, and agree, upon request, to deliver to Landlord a resolution or similar document to that effect.

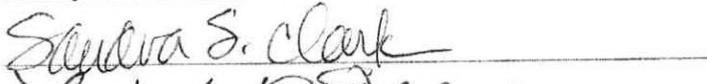
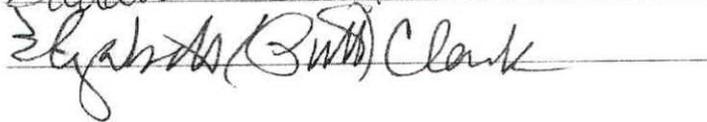
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Executed on June 5th, 2017, at Fairbanks, Alaska

LANDLORD: Thomas M. Clark, Sandra S. Clark, Elizabeth C. Clark, Owners of the property located at 2941 "C" Goldhill Road, Fairbanks, Alaska

Thomas M. Clark  Date: June 5 2017
Sandra S. Clark  Date: June 5, 2017
Elizabeth C. Clark  Date: June 5 '17

TENANT: Robert M. Mikol, Owner of Goldhill Gardens

Robert M. Mikol  Date: 5 June 2017