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 business seeking to be licensed, as identified on the license application.

Licensee:	JMP, LLC	**License Number:**	10903		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	MOMO'S BAKERY				
Physical Address:	2917 Spenard Road Suite 102				
City:	anchorage	**State:**	AK	**Zip Code:**	99503
Designated Licensee:	maureen eberhardt				
Email Address:	meberhardt@gci.net				

Section 2 – Attached Items

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

Attached Items:	Resubmitting proof of possession of proposed premises. Thank you.

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

Commercial Lease Agreement

In consideration of the Landlord's leasing of the premises to the Tenant, the Tenant's leasing from the Landlord the premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

I. The Parties – Lease agreement is between Lessor under the individual/entity (hereinafter known as the "Landlord") known as **LUDWIG PERULLO** and the Lessee under the individual/entity (hereinafter referred to as the "Tenant") known as **MAUREEN & PETE EBERHARDT , JOSHUA FINK** JMP, LLC

II. Premises – The space/property being leased shall be described as:

2917 SPENARD RD STE 102 ANCHORAGE AK 99503

(Hereinafter referred to as the "Premises").

III. Space Rented --- The space described equals: 900 APROX. Square Feet (SF)

IV. Term – The term of the lease shall be **3** years beginning on the 10th day of OCTOBER, 2016 and ending on the 9th day of OCTOBER, 2019.

V. Rent – Rent shall be paid on the 10 of every month in the amount of **ONE THOUSAND** Dollars ($ **1000.** 00) which equates to $ NA. Per Square Foot ($/SF).

X--- Rent shall remain fixed for the lease term.

VI. Common Areas – The Tenant, along with any of their employees, may use the following common area(s) along with other inhabitants:

All Parking Space(s)
Entrance(s)
Trash Area(s)

VII. Renewals

Check One

--- Tenant shall have the option to renew the lease for 1(ONE) year(s) under the following conditions:
RENEWAL :Two one year options.

VIII. Security Deposit – The Tenant is required pay ONE THOUSAND Dollars ($ 1000.00) as a Security Deposit. If the Tenant follows the terms and conditions of this agreement in good faith and without damaging the Premises, the Security Deposit will be returned within ten (10) business days. Otherwise, any repairs needed for the Premises will be deducted from the Security Deposit.

IX. Condition Upon Move---In

Check One

X --- The Tenant agrees to take tenancy of the property on an "as is" basis, willing to make all fit---ups (if needed) on the Premises at the expense of the Tenant.
All attached fixtures shall remain. Copy of all permits to be provided to landloard.

X. Improvements During Lease Term --- The Tenant, with written approval of the Landlord that may not be unreasonably withheld, shall be able to make any type of improvement to the Premises.

XI. Use – The Tenant will occupy the Premises for the following use:

MoMo'S BAKERY

Note the Americans with Disabilities Act (ADA): All businesses that are open to the public or employ 15 or more people require that the premises be accessible by persons with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of: **Tenant**

XII. Utilities and Other Expenses responsibility

Tenant --- **Electricity FOR ALL COMMERCIAL EQUIPMENT**
Landlord --- **Gas**
Landlord --- **Heat**
Landlord --- **Sewer**
Landlord --- **Water**
Landlord --- **Other:** LIGHTING AND GENERAL USE RECEPTACLES ONLY

XIII. Landlord's Representations – At the time of lease signing, the Premises shall be properly zoned for the Tenant's stated use as stated in Section XI and will be in compliance with all applicable state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the property.

XIV. Landlord's Responsibility

χ Landlord shall maintain and make any and all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises

χ Landlord will regularly maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.

XV. Tenant's Responsibility

χ Tenant shall keep the Premises clean and well maintained at all times, so that the Premises shall be in marketable condition.

XVI. Insurance

Landlord agrees to carry fire and hazard related coverage insurance for the structure. Tenant agrees to liability insurance that includes the Landlord as an additionally insured party.

The coverage the Tenant shall provide will be in the amount(s) of:

X --- $ 1,000,000 per occurrence

This agreement automatically releases the Landlord and Tenant from each other in reference to liability for property, loss, damage, personal injury, or anything else covered by the insurance plan.

XVII. Taxes

X Landlord --- **Real Property Taxes**

XVIII. Subletting – The Tenant does not have the right to sublet the Premises. Any new Tenant under a sublease must meet the approval of the Landlord and such approval shall not be unreasonably withheld.

XIX. Damage to the Premises – The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days.

χ If the Tenant is not able to be open for the ninety (90) day period due to damage to the Premises, there will be no rent paid during said period.

XX. Default – If the Tenant defaults on the lease agreement for non---payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, then the Landlord has the right to take legal action.

XXI. Notice of Quiet Enjoyment – During the term of the lease agreement, the Tenant has the right of quiet enjoyment of the Premises.

XXII. Eminent Domain – The lease automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have to right to claim:

- χ Value of the Lease Agreement
- χ Loss of Business Revenue
- χ Moving and Relocation Expenses

XXIII. Holding Over – If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month---to---month, or "Tenancy at Will," basis unless the Landlord gives 30 day notice for the Tenant to vacate.

XXIV. Disagreements During the Lease Period – If a disagreement arises during the lease period, the following actions shall take place:

*--- Mediation with Possible Arbitration – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- χ It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1st) meeting to reach a compromise before going to the arbitrator.

- χ The arbitrator selected will be a third (3rd) party to be mutually agreed upon. The arbitrator shall decide all costs directed towards hiring the arbitrator.

The Landlord shall not have to attend the mediation or arbitration process unless Tenant is current with the rental payments, either submitting to the Landlord directly or depositing the funds in an escrow account.

XXV. Additional Agreements – Landlord and Tenant additionally agree to the following:

NONE

XXVI. Entire Lease Agreement – This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.

XXVII. Successors and Assignees – All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement.

XXVIII. Notices – All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:

Landlord

LUDWIG PERULLO
2917 SPENARD RD
ANCHORAGE AK 99503
907-830-6242

Tenant's

MAUREEN & PETE EBERHARDT
2157 W. MARSTON DR.
ANCHORAGE AK 99517
907-243-1883

JOSHUA FINK
3010 HORIZON ST
ANCHORAGE AK 99517
907-258-1997

JMP, LLC
308 G. St.
Suite 318
Anchorage, AK
99501

XXIX. Governing Law – This lease agreement will be governed by and construed in accordance with the laws in the State of ALASKA.

XXX. Counterparts and Modifications

- χ The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original.
- χ Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

XXXI. Waiver --- If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

XXXII. Early Termination --- The tenant HAS the option to terminate the lease

*The landlord shall allow the tenant to quit or terminate the lease via a penalty of ONE THOUSAND dollars ($ 1000.00 .). In addition, the tenant must provide written notice to the address stated in Section XXVIII within least 30 days of the intended end date.

XXXIII. Severability --- If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Signatures

Landlord

Name: LUDWIG PERULLO

Date: 10 OCT 16

Tenant

Name: MAUREEN EBERHARDT

Date: 10 OCT 16

Tenant

JMP, LLC

M.J. Eberhardt

07 Nov 16

Tenant

Name: PETE EBERHARDT

Date: 10/10/2016

Tenant

Name: JOSHUA FINK

Date: 10/10/16

* --- Personal Guaranty --- Upon my authorization of this agreement, I personally guarantee the performance of all financial obligations under this lease.

_____ Date: _____

Name: _____

Notary Acknowledgment

SCOTT D. INGLIS NOTARY PUBLIC STATE OF ALASKA

State of: AK

On 10/10/16, before me, Scott Inglis, (notary)
Personally appeared,
Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

7/4/2020

Witness my hand and official seal

Scott Inglis
Print Name

Signature