THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

MEMORANDUM

TO: Marijuana Control Board DATE: May 1, 2019

FROM: Erika McConnell, Director
Marijuana Control Board

RE: Nugz LLC #18190
Standard Cultivation Facility

An application for a standard marijuana cultivation facility was moved to "Failed to Complete" status, and a refund request form was sent to the applicant for the license fee on March 12, 2019. The applicant is appealing the director's determination of failure to complete under 3 AAC 306.025(e) and (f).

The original application was submitted with the ownership of Nugz LLC as Bryan King, David Smith, and Matthew Smith. As noted in the timeline below, the application was reviewed and an incomplete letter was sent on December 11, 2018.

On January 23, 2019, AMCO was informed that Matthew Smith needed to be taken off the license, and the application was "rolled back" to "new" status. An email from Licensing Examiner Jane Sawyer informed the applicants that "Any document that was signed by Matthew Smith and/or includes Matthew Smith will need to be re-done (POPPP, entity documents, etc.)" and "This email does not extend the 90-day deadline given to you." (see attached)

By the end of the 90-day period, on March 11, 2019, the lease that had been signed by Matthew Smith had not been replaced. (see attached) A "Failed to Complete" letter was sent and the application documents were returned. (see attached)

After the end of the 90-day period, the applicant continued to send corrections. The applicant, through counsel, has requested that the application documents be provided to the board at this meeting. The documents are included here, but staff has not evaluated any documents submitted after the 90-day period. The documents that have not been evaluated are the lease and the notice of change of officials. There are no notifications, because the application was not deemed complete and thus no notifications were sent.

A timeline of events relating to the application is as follows:

12/11/2018: Application reviewed; incomplete letter sent to applicant with a deadline of 3/11/2019 to submit corrections.

1/23/2019:	Application was rolled back to New to allow changes to the online application. Reposting and re-notification required. Applicant was informed that the rollback did not restart the 90 day period to complete the application.
3/8/2019:	Some (not all) corrections submitted.
3/11/2019:	Regulatory deadline to submit corrections.
3/12/2019:	"Failed to Complete" email and refund request form sent to applicant.
3/12/2019:	Appeal letter submitted to licensing staff.
3/13/2019:	Additional corrections submitted to licensing staff.
3/14/2019:	Request for reconsideration submitted to licensing staff regarding the MyAlaska generated Public Notice.
3/14/2019:	Staff replied to request for reconsideration and stated that the Public Notice date was incorrect due to the rollback required on 1/23/2019. (Rollbacks do not re-start the 90 day correction deadline.)
3/15/2019:	Additional corrections and information regarding the request for reconsideration were submitted.
3/18/2019:	Staff replied to the additional information clarifying the reasons for determining the "Failed to Complete". Additional clarification was requested and provided.

3 AAC 306.025(f) states:
"When the director informs an applicant that its application is incomplete as provided in (e) of this section, the applicant must complete the application not later than 90 days after the date of the director's notice. **If an applicant fails to complete its application during the 90-day period after the director's notice, the applicant must file a new application and pay a new application fee to obtain a marijuana establishment license.**"

Attachments: January 23 email regarding roll-back
Lease on file as of end of 90-day period
Failed to Complete letter
Correspondence with applicant's counsel

From: Marijuana Licensing (CED sponsored)
To: "Jana Weltzin"
Cc: Bryan; Dave Smith ; Valerie Mastolier; Marijuana Licensing (CED sponsored)
Subject: RE: NUGZ license number 18190 - Roll Back request
Date: Wednesday, January 23, 2019 11:20:00 AM

Do you need an amended incomplete letter? You pretty much know what to do, right?

- Posting of public notice at the proposed premises and another conspicuous location for the full ten days. Is there a more conspicuous location other than the Valley Restaurant (Fred Meyer, Carrs, post office, where it can bu up for the ten full days). Jacq will need a brand new MJ-07.
- Notify the local government with the updated public notice. Jacq will need a brand new MJ-08.
- Any document that was signed by Matthew Smith and/or includes Matthew Smith will need to be re-done (POPPP, entity documents, etc.).
- The above is in addition to what the incomplete notice is asking for with the understanding that some of the items here supersede some of the items in the incomplete letter, and some are void.

This email does not extend the 90-day deadline given to you.

Thank you

Jane Sawyer
Occupational Licensing Examiner
Alcohol and Marijuana Control Office
907-269-0350

From: Jana Weltzin <jana@jdwcounsel.com>
Sent: Wednesday, January 23, 2019 11:00 AM
To: Sawyer, Jane Preston (CED) <jane.sawyer@alaska.gov>
Cc: Bryan <bdking@acsalaska.net>; Dave Smith <pizzadave@live.com>; Valerie Mastolier <valerie@jdwcounsel.com>; Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Subject: RE: NUGZ license number 18190 - Roll Back request

Thank you! we will take care of that asap!

From: Sawyer, Jane Preston (CED) <jane.sawyer@alaska.gov>
Sent: Wednesday, January 23, 2019 10:42 AM
To: Jana Weltzin <jana@jdwcounsel.com>
Cc: Bryan <bdking@acsalaska.net>; Dave Smith <pizzadave@live.com>; Valerie Mastolier <valerie@jdwcounsel.com>; Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Subject: RE: NUGZ license number 18190 - Roll Back request

I've rolled it back to New. The business license needs to also be renewed. You may not be able to submit if biz license is not renewed.

Jane Sawyer
Occupational Licensing Examiner
Alcohol and Marijuana Control Office
907-269-0350

From: Jana Weltzin <jana@jdwcounsel.com>
Sent: Wednesday, January 23, 2019 9:57 AM
To: Sawyer, Jane Preston (CED) <jane.sawyer@alaska.gov>
Cc: Bryan <bdking@acsalaska.net>; Dave Smith <pizzadave@live.com>; Valerie Mastolier <valerie@jdwcounsel.com>; Jana Weltzin <jana@jdwcounsel.com>
Subject: NUGZ license number 18190 - Roll Back request

Hi Jane – thanks for taking my call this am – would you pls roll back this application as we need to remove Mathew from the license – as I understand it we need to renotice local gov and re do the postings. Please let me know when the license has been rolled back – thank you!!

Jana D. Weltzin, Esq.
JDW, LLC
Principal Owner
3003 Minnesota Drive Suite 201
ANC, AK
jana@jdwcounsel.com
630-913-1113
*Licensed in Alaska and Arizona

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Thank you.

Think green, please don't print unnecessarily

LEASE AGREEMENT

THIS LEASE, made and entered into this _1st_ day of **May, 2018** by and between **Worden Homes Inc.**, an Alaska corporation, of PO Box 211574, Auke Bay, AK 99821 ("Landlord"), and Nugz, LLC, "Tenant").

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WITNESSETH:

WHEREAS, Landlord owns certain real property situated in the City and Borough of Juneau, State of Alaska, described as 2400 square feet of space in the building located at **9331 Glacier Hwy**, Juneau, AK 99801.

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant the above described property for business purposes and on the terms and subject to the covenants and conditions provided (hereinafter referred to as the "Lease" or "Agreement"), which area, including all improvements now or hereafter to be constructed thereon, are more particularly described and referred to as the "premises".

NOW, THEREFORE, for and in consideration of the mutual promises and agreements as set forth below, the sufficiency of which consideration is acknowledged, the parties agree as follows:

I. **PREMISES.** Landlord leases to Tenant and Tenant leases from Landlord, 2400 sq. ft. of space in the building located at **9331 Glacier Hwy**, Juneau, AK, 99801, at the rental rate, and subject to all of the conditions, covenants and agreements set forth below.

II. **TERM.** The term of this lease shall be from _____, consisting of a term of three (3) years. Notwithstanding the commencement date set forth above, if for any reason Landlord cannot deliver possession of the demised premises to Tenant on that date, Landlord shall not be subject to any liability therefore, nor shall such failure affect the validity of this lease or the obligations of Tenant hereunder or extend the term hereof; however in such case, Tenant shall not be obligated to pay rent until possession of the demised premises is tendered to Tenant. In the event that Landlord fails to deliver possession of the demised premises within thirty (30) days from the commencement date, Tenant may, at its option, cancel this lease by giving to Landlord written notice within ten (10) days after the expiration of such thirty (30) day period, in which event, Landlord and Tenant shall be discharged from all responsibilities hereunder. Failure to deliver such written notice within the prescribed ten (10) day period shall terminate Tenant's right to cancel this lease. Tenant shall use best efforts to obtain the approvals from the Alaska Marijuana Control Board to secure a cultivation license for the premises. Tenant shall also use best efforts to secure approvals from the City and Borough of Juneau local government. In the event that Tenant is unable to secure those approvals using best efforts, Tenant may, notify Landlord in writing, outlining the reasons why it is unable to secure proper and necessary permits and licenses, for this specific premises and Tenant, upon a showing of the use of best efforts, shall be released from the remainder of this Agreement. In this event, Tenant shall forfeit all rents previously paid and any deposit to Landlord.

III. **RENT.** For the period beginning _____ and ending _____, Tenant agrees to pay to Landlord rent at the rate of **$2640.00 plus City & Borough of Juneau Sales Tax per month ($132 per month).** It is the intent of the parties to utilize a monthly rental amount based square footage approximations and rates rather that a precise per square foot cost. Accordingly, in the event of a discrepancy between the monthly rental rate and the actual square footage of the premises or square footage rate, the monthly rental rate set forth herein shall be controlling.

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Rent shall be payable on or before the first day of each calendar month to Worden Homes Inc. mailed to PO Box 211574, Auke Bay, AK 99821, or such change of address as may

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be provided by Landlord. Rent may be paid by Tenant in the form of personal check, cashier's check, money order, or cash. If a personal check is returned by Tenant's bank for any reason, a charge of $50.00 shall be billed to Tenant's account. Tenant agrees that if a rental payment is returned uncollected or unpaid, all future rental payments must be in the form of cashier's check, money order, or cash. Late fees will be assessed until rent payment has been cleared. Payments made by the Tenant shall apply first to the oldest item for which a bill or statement has been presented, or for the earliest month's rent due.

Rent is late beginning on the 5th day of the month. If rent is not received before the 5th day of the current month, a late fee of $15.00 per day will be charged for each day that the rent is late. All late fees shall be deemed additional rent for the rental month and shall be paid and collected as such.

IV. **SECURITY DEPOSIT.** Landlord acknowledges receipt of $ 2400.00 that Landlord is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall Landlord be obligated to apply the deposit on rents or other charges in arrears or on damages for failure to perform the term and conditions of this lease by Tenant. Application of the security deposit sum to the arrears of rental payments or damages shall be at the option of the Landlord, and the right to possession of the premises by Landlord for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to Tenant when this lease is terminated, according to the terms of this lease, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of any breach of the terms and conditions of this Lease Tenant. In no event is the security to be returned until Tenant has vacated the premises and delivered possession to Landlord and all rents and damages have been paid in full. In the event that the Landlord repossesses the premises because of default of Tenant or because of a failure by Tenant to carry out the terms and conditions of this Lease, Landlord may apply the security on all damages suffered to the date of repossession and may retain the balance of the security to apply on damages that may accrue or be suffered thereafter by reason of the default or breach of Tenant. Landlord shall not be obligated to hold the security in a separate fund, but may mix the security with other funds of the Landlord.

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V. **OPTION TO RENEW LEASE.** Provided that Tenant is not in default of any of the Terms of this Agreement. Tenant shall have and is granted the option to renew and extend this lease for a three (3) year term after the expiration of the term demised, upon the same terms and conditions provided for under the original term, except as to the rate of rent, which shall increase 3% every year.

VI. **UTILITIES.** Tenant shall pay or cause payment throughout the term of this Lease all other charges for utilities used by it including, but not limited to the following:
a) Electricity (AEL&P - Tenant shall have electricity account put under Tenants name prior to occupying premises and be solely responsible for his units electricity bills).
b) Oil Heat – upon possession of rented space, Tenant receives one full tank of oil. Upon termination of lease, tenant agrees to fill oil tank.

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VII. **PROPERTY CONDITION.** The Tenant agrees to have examined the premises, including, but not limited to, any and all fixtures, equipment, ceilings, walls, windows, doors, floors, plumbing facilities, electrical facilities, hot and cold water supply, building grounds and appurtenances, and acknowledges that the same are in good, clean, and sanitary order, condition and repair, unless noted to the Landlord in a signed writing attached hereto. The Tenant shall return the premises to the Landlord in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of all Tenant's personal property. Trash and debris, burns, stains, marks, holes or tears of any size or kind in flooring or walls, does not constitute reasonable wear and tear. The Tenant acknowledges that no representations as to the condition or repair of the premises, nor as to the Landlord's intentions with respect to any improvement, alteration,

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decoration or repair of the premises, have been made to the Tenant unless noted in any signed writing attached hereto.

VIII. **MAINTENANCE AND REPAIR.** The Tenant shall (1) keep the premises in a clean and sanitary condition; (2) disposed of all rubbish, garbage, and waste in a clean and sanitary manner; (3) properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition; (4) notify the Landlord of any damage to the premises, or areas requiring maintenance and any potential hazard or danger on the property; (5) snow removal in front of his unit, maintenance within his unit; (6) occupy and use the premises in the manner in which they were designated and intended to be occupied and used. The Tenant agrees not to store any explosive chemicals or hazardous materials in the rental unit. The Tenant shall not alter, add to the premises, or paint without prior written consent of the Landlord. The Tenant shall be liable for the expense caused by the Tenant's failure to comply with these conditions. Upon the Tenant's failure to comply with these conditions, the Tenant agrees that the Landlord may bring the premises into compliance and charge the Tenant the reasonable cost thereof. Any such expense incurred by the Landlord is payable by the Tenant to the Landlord upon presentment of the charges to the Tenant. When the Tenant vacates the premises at the conclusion of the rental term, the Tenant will be charged rent for each day required by the Landlord to clean or repair the premised in order to bring the premises back to its condition at the time of renting.

IX. **USE OF THE PREMISES.** Tenant shall utilize the premises for the following purposes: Tenant shall use and operate the Leased Premises for general business purposes, including to conduct the business of a commercial marijuana cultivation facility. The parties acknowledge that myriad regulations and local, state, and federal laws and private persons shall govern the operation of Tenant's use and that Tenant alone will be responsible for compliance with all mandates and requirements of any nature. The parties also acknowledge that under federal law, the production, distribution and sale of cannabis remains a violation of the Controlled Substances Act and that, as between Landlord and Tenant, the risk of enforcement of such laws is on Tenant. Tenant's foregoing obligation shall encompass (i) all state and local laws and regulations from any governmental authority with jurisdiction over Tenant's use, including but not limited to the Alaska Marijuana Control Board regulations and related guidance memorandums, and local zoning ordinances; and (ii) all federal laws to the extent those laws are not inconsistent with state and local laws allowing Tenant to use the Premises for the Permitted Use. The covenant to comply encompasses all applicable laws that become effective before and during the Lease Term, as may be extended (collectively, the "Mandates"), regardless of the cost of such compliance. Tenant's inability to comply with the Mandates shall be grounds for termination of this Lease. Landlord is relying on the historic pattern of the federal government relying primarily on the state and local governments to address marijuana businesses that are state licensed and in any event, if this federal government policy shifts, landlord will comply with the federal government and its request. Tenant will abide by the following priorities, in additional to all state and local regulatory requirements:

- Preventing the distribution of marijuana to minors;
- Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs and cartels;
- Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
- Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
- Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
- Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;

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- Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and Preventing marijuana possession or use of marijuana on federal property.

In no event shall Tenant allow for the smell of marijuana to become a nuisance to other Tenants or neighbors. Any odor issues shall be immediately be remedied at Tenant's sole expense.

X. **PARKING.** No more than 3 vehicles will be at parking lot overnight for any reason. adequate parking for daily use shall be provide to meet the local land use parking requirements for Tenant's use of the facility.

XI. Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, of which may hereafter be in force pertaining to the use of the premises. Tenant agrees to verify and comply with zoning regulations pertaining to the premises. Owner makes no representation as to whether or not the Tenant's business would comply to the local zoning laws and shall not be responsible for any violations caused by and/or as a result of the Tenant's occupancy. No illegal non-prescriptive drugs shall be permitted in the premises. Tenant shall at all times keep the premises in a neat, clean and orderly condition and in a good state of repair. Tenant shall not make any unlawful or offensive use of the premises, or any portion thereof, shall not permit any business to be conducted on the premises by any licensee or concessionaire, and shall not use or permit the premises to be used in a manner that may create a nuisance, disturb other tenants of the property, or increase any insurance rates upon the premises or other portions of the property.

XII. **CHANGES AND ADDITIONS.** Landlord reserves the right to remodel other improvements on the property, to relocated common facilities and to grant reciprocal easements among various spaces and users in the course of development of the property.

XIII. **SIGNS AND AWNINGS.** Tenant shall not place or maintain on any exterior wall, door or window of the premises any sign, awning, advertising, decoration or lettering of any kind without the prior written approval of Landlord. Any approved sign, awning, advertising, decoration or lettering shall conform to all applicable local or state requirements as design, size, location and safety and shall be maintained by Tenant in good condition and repair at all times.

XIV. **IMPROVEMENTS TO PREMISES.** Tenant, at Tenant's sole cost and expense, will provide for any and all alterations, additions or improvements which Tenant may desire in respect to the premises. Prior to effectuating any altercation, addition or improvement, Tenant shall submit to Landlord the proposed alteration, addition or improvement for Landlord's prior written approval. No such modifications, alterations or improvements may be performed without Landlord's prior written consent. Plans or proposals in regard to any structural alteration or modification (including electrical, plumbing and mechanical alterations) must be prepared by a licensed architect, except as may be otherwise agreed by Landlord in specific instances. Any alterations, addition or improvement effectuated by Tenant shall be performed in a good and workmanlike manner and by competent craftsmen approved in advance by Landlord. For performance of all such work, only contractors licensed in the State of Alaska may be utilized. All alterations, additions, and improvements shall comply with all federal, state and local governmental statutes, ordinances, laws, codes and regulations affecting the leased premises and use thereof.

XV. **ALTERATIONS.** All additions, alterations and improvements to the premises shall remain the property of Tenant throughout the term of this lease and any extensions or renewals thereof. Upon the expiration of the term of this lease or any renewal thereof, Tenant shall, at Tenant's election, either remove all such additions, alterations and improvements (including fixtures) and restore the premises to their prior condition or shall abandon them, whereupon they shall become Landlord's property.

XVI. **INSURANCE.** Tenant shall:

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(a) At all times during the term hereof, keep in force, at its own expense, commercial general liability insurance with companies licensed to do business n the State of Alaska and authorized to issue such policy or policies and rated "A" or "B" by Best (or of reasonably equivalent management rating) and naming as an additional insured Landlord, with combined single limits of not less than $1,000,000 for bodily injuries and/or property damage.

(b) At all times during the term hereof, keep in force, at its own expense, insurance against loss or damage by fire and lightning, and such other perils as are covered under a broad form of "extended coverage" or "all risk" endorsement. Such insurance shall be carried with companies licensed to do business in the state of Alaska and authorized to issue such policy or policies and rated "A" or "B" by Best (or of reasonably equivalent management rating), in an amount not less that one hundred percent (100%) of the replacement costs of Tenant's improvements to the premises.

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(c) Furnish to Landlord within ten (10) days prior to the commencement of this Lease, and thereafter within ten (10) days after request by Landlord at any time and from time to time, copies of certificates of insurance evidencing coverage required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of such policies without first giving thirty (30) days prior written notice to Landlord.

XVII. **TAXES AND ASSESSMENTS.** Landlord shall pay all property taxes assessed against the land upon which the premises is located. In addition, Tenant shall pay before delinquent all federal, state an municipal taxes assessed against any and all personal property owned by Tenant or placed by it on the premises.

XVIII. **DESTRUCTION OF THE PREMISES.** If the premises or any part of the property providing access or essential services to the premises ("relevant space") are damaged by fire or other casualty, but are not thereby rendered partially untenable, Landlord shall cause such damage to be repaired, and the rent payable hereunder shall not be abated. If the relevant space is damaged in whole or in part, rendering it untenable and the relevant space can be substantially repaired within sixty (60) days, Landlord shall, at its own expense, cause the damage to be repaired. Rent shall abate in proportion to that part of the premises that is unfit for use in Tenant's business. The abatement shall consider the nature and extent of interference to Tenant's ability to conduct business in the relevant space and the need for access and essential services. In the event that such damage results from the negligence or willful misconduct of the Tenant or its employees, there shall be no abatement of rent. In the event that fifty percent (50%) or more of the entire property shall be damaged or destroyed by a fire or other casualty regardless of the extent of damage, if any, to the premises, Landlord shall have the right to elect to cancel and terminate this lease, which option shall be exercised by written notice delivered to Tenant within sixty (60) days from occurrence of the casualty. Upon the giving of such notice, the terms of this lease shall expire by lapse of time upon the third (3rd) day after such notice is given after which Tenant shall promptly vacate and surrender the premises to Landlord.

XIX. **EMINENT DOMAIN.** In the event that the entire premises are condemned by a public authority, or acquired pursuant to a threat of condemnation, or the extent of the taking is such that the demised premises are no longer suitable for the conduct of Tenants business, this lease shall terminate as of the date title to the subject property is vested in the acquiring party. All compensation for such taking, whether fixed by agreement of judicial award, shall belong to Landlord except those portions of the award that are specifically allocated as compensation for actual expenses incurred by Tenant for moving Tenant's fixtures, stock in trade and inventory and as compensation for the taking of Tenant's fixtures and leasehold improvements, which shall belong to Tenant. In the event that a portion of the premises is condemned or acquired under threat of condemnation but the remaining portion of the demised premises is suitable for the

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conduct of Tenant's business, this lease shall not terminate and Landlord shall promptly repair premises at its own expense in accordance with plans and specifications approved by Tenant. Following such taking, rent shall be abated proportionately according to the square footage of the premises that were taken and Tenant's ability to continue its business operations in the same manner. In no event shall Landlord be obligated to expend for such repairs any amount in excess of the compensation received from the taking authority. All compensation paid by the condemning authority, whether fixed by agreement or judicial award, shall belong to Landlord except any portions thereof specifically allocated to Tenant as compensation for the taking of Tenant's fixtures of leasehold improvements.

XX. **INDEMNIFICATION.** Tenant's Indemnity. Tenant indemnifies, defends, and holds Landlord harmless from claims: (i) for personal injury, death, or property damage; (ii) for incidents occurring in or about the premises or building; and (iii) caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees. When the claim is caused by the joint negligence or willful misconduct of Tenant and landlord or Tenant and a third party unrelated to Tenant, except Tenant's agents, employees, or invitees, Tenant's duty to defend, indemnify, and hold Landlord harmless shall be in proportion to Tenant's allocable share of the joint negligence or willful misconduct. Landlords Indemnity. Landlord indemnifies, defends, and holds Tenant harmless from claims: (i) for personal injury, death, or property damage; (ii) for incidents occurring in or about the premises or building; and (iii) caused by the negligence or willful misconduct of Landlord, its agents, employees, or invitees. When the claim is caused by the joint negligence or willful misconduct of Landlord and Tenant or Landlord and a third party unrelated to Landlord, except Landlord's agents, employees, or invitees, Landlord's duty to defend, indemnify, and hold Tenant harmless shall be in proportion to Landlord's allocable share of the joint negligence or willful misconduct.

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XXI. **SALE OR TRANSFER OF PREMISES DURING LEASE TERM.** If the property is sold or transferred, voluntarily or involuntarily, Landlord's lease obligations shall be binding on the new owner and the new owner shall assume all of the obligations and responsibilities of this Lease.

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XXII. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this lease in whole or in part by operation of law or otherwise, nor sublet all or any part of the premises, without prior written consent of Landlord in each instance. Any attempted assignment or subletting without such prior written consent shall be null and void and shall constitute a default of the terms an conditions of this Lease. The prohibition against assignment shall extend to involuntary assignments, including levies, executions, foreclosures and other form of involuntary transfers. Notwithstanding any assignment or sublease or Landlord's consent thereto, Tenant shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions thereof.

XXIII. **LIENS, ENCUMBRANCES.** Tenant covenants and agrees that Tenant will not permit or suffer to be filed or claimed against the premises or real property during this Lease or any renewals hereof, any lien or claim of any kind. If any such lien be claimed or filed, it shall be the duty of Tenant to promptly notify Landlord of the same. Within thirty (30) days after Tenant having been given written notice of such a claim or lien being filed, Tenant shall cause the premises to be released from such claim, either by payment or by the posting of a bond or by the payment into court the amount necessary to relieve and release the premises from the claim, or in any other many which, as a matter of law, will result in releasing Landlord and the premises from such a claim. Tenant, as Landlord's agent shall post a Notice of Nonresponsibility on the Landlord's behalf in regard to any alterations, additions or improvements effected by Tenant and in a manner meeting the requirements of AS 34.35.065. Landlord shall not encumber or cause this Lease to be subordinate to any deed of trust, lien, lease financing, loans with any financial institutions during the term of this Lease.

XXIV. **DEFAULT.** In the event either Landlord, Tenant, their assigns and/or successors, shall neglect or fail to perform or observe any of the covenants, provisions or conditions of this Lease, within ten (10) days of written notice of such default, then the defaulting party

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shall be liable for any and all damages or remedies available in law or in equity. The parties to this Lease recognize Landlord's common law rights to distraint and distress, and further stipulate and agree to remedies of distraint and distress in addition and in supplementation to common law rights. In the event of a Tenant default, Landlord may promptly seize and distraint any and all property located upon the premises, except as provided for in this section, subject to release in the event of timely cure, to secure Landlord's rights and remedies in regard to rents, fees, damages and/or losses occasioned by Tenant's default. Landlord's rights of distraint and distress in any property located upon the premises shall be paramount and prior to all other claims of whatsoever nature, excepted as otherwise provided for in this section. In the event of distraint and distress, Landlord may cause any such property to be sold by private or public sale and to have the proceeds applied (i) first to the payment of any expenses incurred by Landlord in seizing the assets, dispossessing Tenant and subletting or reletting the demised premises, and (ii) second to the payment of any rentals and fees reserved in the fulfillment of Tenant's covenants hereunder, and (iii) third to any other or further damages occasioned to Landlord by reason of Tenant's default. Landlord shall endeavor to provide Tenant with advance written notice of the place and time of sale. Notwithstanding the forgoing, Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, defaults on its obligations under this Lease, or similar event.

XXV. LESSOR'S LIEN.

(a) Common Law. The parties recognize and agree that Landlord has a common law Lessor's lien upon any and all property, with the exception of marijuana plants, plant matter, cured product, uncured product, marijuana trim, buds or flower, located upon the premises, whether owned or possessed by Tenant or otherwise, which lien is superior to the lien of any and all other persons or entities. Landlord may proceed to enforce its lien in addition to or in lieu of any other rights accorded to Landlord under this Lease or otherwise. The fact that Landlord may also pursue enforcement of any statutory or contractual liens shall not be deemed to affect simultaneous enforcement of Landlord's common law lien.

Jana Weltzin 5/1/2018 4:17 PM
Deleted:

(b) Contractual Lien. In addition to its common law lien, Landlord is hereby granted a contractual lien upon any and all property, with the exception of marijuana plants, plant matter, cured product, uncured product, marijuana trim, buds or flower, located upon the demised premises, whether owned or possessed by Tenant or otherwise.

(c) Enforcement. Any liens, at common law or otherwise, provided to Landlord shall be deemed perfected at the time goods and properties are brought upon the premises. No goods or properties subject to said lien shall be removed from the premises so long as Tenant is in default of any of its obligations under this Lease except in the ordinary course of its trade, and any vehicle in which such goods have been loaded for the purposes of removal under such circumstances shall be considered an extension of the premises for the purposes of this Section. In the event of a Tenant default, Landlord shall have the right to halt and detain and to direct a return to the premises of any and all goods and properties, and to enter into and upon the premises or any vehicles in which goods and properties are located to detain and/or restore them to the premises all without being guilty of trespass to any person or property; and Tenant shall save and hold Landlord harmless of and from any and all claims and demands of damage on account thereof.

At it's election, and without waiving or supplanting any other right or remedy, Landlord may cause any goods or other property, with the exception of marijuana plants, plant matter, cured product, uncured product, marijuana trim, buds or flower, subject to its lien

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to be sold by private or public sale and the proceeds applied all in accordance with the provisions for default as set forth above, and/or to cause all or any part of the goods and properties to be stores.

XXVI. **RIGHT OF ENTRY.** Landlord or its agents may upon reasonable advance notice to Tenant (except in case of emergencies whereby advance notice is not required) enter the premises during normal business hours to examine the same to show them to prospective purchasers or tenants, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. No such actions by Landlord shall constitute an eviction of Tenant in whole or in part, and there shall be not abatement of rent while any such repairs, alterations, improvements, or additions are being made unless such activities render it impractical for Tenant to occupy premises while work is going on. During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

XXVII. **SURRENDER.** At the expiration of the term of this lease, Tenant shall surrender the premises in the same condition as they were in upon delivery of possession thereof, reasonable wear and tear excepted. Tenant shall surrender all keys for the premises to Landlord at the place then fixed for payment of rent. Tenant shall remove all its furniture, equipment, trade fixtures and any alterations or improvements before surrendering the premises and shall repair any damage to the premises occasioned thereby.

XXVIII. **HOLDING OVER.** Any holding over after the expiration of the term of this lease, with or without the consent of the Landlord, shall constitute a tenancy from month to month for one hundred fifty percent (150%) of the rents herein specified and on the other terms and conditions contained herein.

XXIX. **WAIVER.** The waiver by Landlord or any breach of any term, covenant or condition of this lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this lease. The acceptance of rent by Landlord hereunder shall never be construed to be a waiver of any term of this lease. No payment by Tenant or receipt by Landlord of a lesser amount that shall be due according to the terms of this lease shall be deemed or construed to be other than on account of the earliest rent due nor shall be any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

XXX. **AMMENDMENTS IN WRITING.** This lease, including exhibits and riders, if any, attached hereto and forming a part hereof, are all of the covenants, promises, agreements, conditions and understanding, either oral or written, between the parties. No subsequent alteration, change or amendment to this lease shall be binding upon the parties unless reduced to writing and signed by them.

XXXI. **ATTORNEY'S FEES.** If an action or proceeding is brought in connection with this lease, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and other reasonable fees and costs incurred in that action or proceeding (whether at trial, on appeal, and/or in a bankruptcy or similar proceeding) and in enforcing any judgment rendered thereon, in addition to any other relief to which it may otherwise be entitled. For purposes of this agreement, the prevailing party means the party who succeeds either affirmatively or defensively under claims having the greater value or importance, as decided by the court.

XXXII. **GOVERNING LAW.** This lease shall be governed by law and interpreted in accordance with the laws of the State of Alaska. If any provisions of this lease should be invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby.

XXXIII. **SUCCESSORS AND ASSIGNS.** All rights, remedies, liability and obligations herein given to or imposed upon either of the parties hereto shall inure to the benefit of and be

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binding upon the respective heirs, executors, administrators, successors in interest and permitted assigns of the respective parties.

XXXIV. NOTICES. Any notice or demand which either party hereto is required or desires to give to or make upon the other shall be in writing and shall be given or made by certified mail of the United States Postal Service, return receipt requested, addressed the case of Landlord to, or by electronic mail:

Worden Homes Inc.
PO BOX 211574
Auke Bay, AK 99821
[email address: _____]

And addressed in the case of Tenant to:

NUGZ, LLC
~~9951 STEPHEN RICHARDS MEM.~~
~~DR. SPC #9, JUNEAU, AK 99801~~ [email address: _____]

4006 Diane Rd
Juneau AK
99801

Jana Weltzin 5/1/2018 4:32 PM
Deleted:

Jana Weltzin 5/1/2018 4:32 PM
Deleted:

Subject to the right of either party to designate a different address by notice similarly given. Any notice or demand so sent shall be deemed to have been given or made on the date the same was deposited with the United States Postal Service as certified matter with postage thereon fully prepaid.

Jana Weltzin 5/1/2018 4:22 PM
Deleted: states

All payments by Tenant to Landlord pursuant to any provision of this lease shall be paid to Landlord at the above-reference address or at such place or places as Landlord may from time to time designate by notice to Tenant.

LANDLORD:

_____ Date: 05/05/18
Rob Worden, President
Worden Homes Inc.

TENANT:

_____ Date: 5/5/18
_____ 5/5/18
_____ 5/5/18

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THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

March 12, 2019

Nugz LLC
DBA: Nugz LLC
Via email: bdking@acsalaska.net

Re: New Application - Standard Marijuana Cultivation Facility #18190

Dear Nugz LLC,

The time to complete your application per 3 AAC 306.025(f) has expired, and your application has been moved to Failed to Complete status due to the lack of an adequate lease, and failure to remove or show intent to remove Matt Smith as a member with Division of Corporations. This means you will need to initiate a new application through MyAlaska and go through the entire application process when and if you want to pursue a standard marijuana cultivation facility license.

Attached is a refund form for the refundable fee; please review the refund form, print, sign, and date it and send it back to me for processing.

The application and all supporting documentation will be emailed to you via the State of Alaska Drop Box called ZendTo.

Please let us know if you have any questions.

Respectfully,

Jacqlene Drulis

Jacqlene Drulis, Occupational Licensing Examiner
For,
Erika McConnell, Director
marijuana.licensing@alaska.gov

From:	Jana Weltzin
To:	McConnell, Erika B (CED); Marijuana Licensing (CED sponsored); Valerie Mastolier
Cc:	Brenda Mills; bdking@acsalaska.net; Jana Weltzin
Subject:	RE: Failed to Complete Application per 3 AAC 306.025(f): Nugz LLC license #18190
Date:	Monday, March 18, 2019 9:44:07 AM
Attachments:	image001.png image002.png

Erika – pls confirm that the whole application, which has been provided to your office, will be provided to the MCB in the appeal tab, including this line of email correspondence.

Also, pls note that you did not provide any identification as to where, in any form of communication, AMCO informed us that one of the incomplete items was to include proof of intent to remove Matt from the LLC.

Thank you, jana

From: McConnell, Erika B (CED) <erika.mcconnell@alaska.gov>
Sent: Monday, March 18, 2019 9:40 AM
To: Jana Weltzin <jana@jdwcounsel.com>; Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; Valerie Mastolier <valerie@jdwcounsel.com>
Cc: Brenda Mills <brenda@jdwcounsel.com>; bdking@acsalaska.net
Subject: RE: Failed to Complete Application per 3 AAC 306.025(f): Nugz LLC license #18190

Good morning, Jana,

The bottom line is that there was not a valid lease submitted to AMCO by the 90 day deadline. The lease that had been submitted earlier had tracked changes in it, had blank sections, and was signed by someone who was to be taken off the license. You were informed in writing (with 47 days left in the 90 day period) that a new POPPP was required and that the 90 day deadline was not extended. The fact that you requested an extension (after close-of-business on a Friday when the deadline was Monday) and didn't hear back on Monday is immaterial. If you had been told on Monday that the extension was not granted and were thus able to submit a lease that day, why didn't you just submit a lease that day? And if you couldn't have submitted a lease if you were told Monday that the extension was not granted, why does it matter if you were told on Monday or on Tuesday?

This situation is entirely different from residency status. In those situations, the applicant has either submitted their PFD application or their MJ-18, and the state has not done its evaluation yet. In your situation, the applicant had 47 days to work with the landlord on a revised lease.

While you may be successful in your appeal, you also may not be. Please note Jacq's information in the third paragraph of her email on March 14.

Erika McConnell
Director
Alcohol & Marijuana Control Office
State of Alaska

From: Jana Weltzin <jana@jdwcounsel.com>
Sent: Friday, March 15, 2019 6:02 PM
To: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; Valerie Mastolier <valerie@jdwcounsel.com>
Cc: Brenda Mills <brenda@jdwcounsel.com>; bdking@acsalaska.net; Jana Weltzin <jana@jdwcounsel.com>; McConnell, Erika B (CED) <erika.mcconnell@alaska.gov>
Subject: RE: Failed to Complete Application per 3 AAC 306.025(f): Nugz LLC license #18190

HI Director McConnel & Jacque – thank you for your email – I still do not think this action is appropriate or justified under the regulations – I am going to outline my reasons why below - I do not believe this action is supported by the regulations:

- Basis of denial identified in the failed to complete correspondence: (1) failed to show "intent" to remove Matt Smith as a member with the corporations division; (2) Failed to provide an adequate lease.

- Failed to show intent to remove Matt – the Incomplete letter dated Dec. 11 2018 never once mentioned or requested any documentation showing intent to remove Matt. This simply was NOT on the incomplete letter therefore, it CANNOT be a basis for denial under 3AAC306.025(e)(2);
    - Additionally, on Jan. 23th 2018 – we received an email from Jane indicating what we would need to do regarding the removal of Matt. There was no request for any type of showing for the "intent" to remove Matt. There is no communication from AMCO that would have alerted the applicants that a showing of intent was needed to complete the application. Therefore, we sent the NOCOO in to the corporation commission on Jan. 24th and we contacted them to see why it wasn't showing up on the corp commission database when we received the failed to complete notice and it appears that the corporation commission could not locate the filing. So, we immediately went to the Anchorage Corp Commission office and filed it in person (which we try to save clients money and we have to bill for mileage and time when we file in person so that is why we didn't do it on Jan. 24th as there was no request from amco to provide such proof so we didn't want to incur the expense for our client.)

- Second item, lack of an adequate lease – the lease was revised and sent to the landlord for signature, but the landlord was out of town until the day after the deadline – I emailed Jacque three days BEFORE the deadline to (1) submit all of the documents addressing all of the incomplete items except for the lease; and (2) explained the situation regarding the lease and notified her that the landlord was out of town. I didn't hear back from AMCO until Monday the 11th (the deadline) and Jane responded that AMCO received all the attachments but that Jacque was out of the office – therefore we received no response regarding our request that the license been deemed complete and that as soon as the lease was signed by the landlord we would provide it. This is and was a reasonable request because there was no lacking regulatory requirements such as default and possession of marijuana or lack of approval of the use of the building for marijuana cultivation.

The original lease simply didn't represent clearly that Nugz has possession of the whole building so we needed to make that clear and <u>we have no control over the landlord's travel schedule and what access he or she has to printers and signing and scanning – it seems completely unjust and arbitrary to deny an application and fail to complete it based on a requirement that was never communicated to the application (ie the show of "intent" to remove Matt) or because we simply needed to have landlord in town to have him sign the revised lease (attached).</u> Please consider the efficiency of the board meetings – is this really something we need to debate in front of the board and spend precious board time figuring out. AMCO needs to be reasonable – we gave timely notice (ie before the deadline) we could not get the lease signed before the deadline and we requested approval for the application to be deemed complete – and we got no response on that until <u>AFTER</u> the deadline. This just doesn't seem right to injure a company that had no notice in any correspondence that an "intent" to show removal of Matt was a incomplete requirement (because it wasn't ever communicated that it needed to be part of the incomplete response bc I would've sent my team to file it in person and then I would've given AMCO a stamped NOCOO if it were communicated to us or the applicant); and it seems completely unfair to find an application failed to complete when we gave notice before the deadline that the landlord was out of town and requested to be deemed complete with the understanding that the item would be resolved once he returned and then we receive notice AFTER the complete deadline that the request to deem it complete was otherwise ignored or rejected.

This group has been paying rent for months on this space. This set back is devastated and completely over the top. Your office has repeatedly deemed applications complete even though something as vital to even having the ability to hold a license, such as PFD residency status, had not been confirmed was still outstanding, the application was still deemed complete and set for the board meeting. How can AMCO deem an application complete pending residency status and not do the same in this situation? What is the efficiency and rationale for failing a license application under these circumstances. None. Its not right and its not fair – and I respectfully request you reconsider.

In the event that you do not reconsider and deem this application complete, to not further injure my clients any further, we would like the entire application to be a tab document under the appeal so that if the MCB resolves this issue in our favor, my client will not be further injured by being set back months and months until the July meeting. Please confirm whether you will reverse your decision and if you do not reverse pls confirm you will provide the entire tab for the board's review in the event they rule in our favor in May.

Jana D. Weltzin, Esq.
JDW, LLC
Principal Owner

3003 Minnesota Drive Suite 201
ANC, AK
jana@jdwcounsel.com
630-913-1113
*Licensed in Alaska and Arizona

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Thank you.

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From: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Sent: Thursday, March 14, 2019 3:37 PM
To: Jana Weltzin <jana@jdwcounsel.com>; Valerie Mastolier <valerie@jdwcounsel.com>
Cc: Brenda Mills <brenda@jdwcounsel.com>; bdking@acsalaska.net; Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Subject: RE: Failed to Complete Application per 3 AAC 306.025(f): Nugz LLC license #18190

Hi Jana,

I discussed your email with the Director. The date from the screenshot in your email was based on the rollback that occurred, which generated a new public notice. The 90-day deadline does not start over with a rollback. The application was first initiated on 5/22/18. But, the Failed to Complete notice was based on the 90 days from the date that the incomplete letter was sent (12/11/18); the 90-day deadline for the application to be deemed complete was on 3/11/19. According to 3 AAC 306.025(f), when the director informs an applicant that its application is incomplete as provided in (e) of this section, the applicant must complete the application not later than 90 days after the date of the director's notice. If an applicant fails to complete its application during the 90-day period after the director's notice, the applicant must file a new application and pay a new application fee to obtain a marijuana establishment license.

The Failed to Complete notice is not retracted. However, your appeal was added to the May agenda.

Additionally, something for you to keep in mind, the deadline for an application to be deemed complete for the May meeting is April 12th, 2019. Our queue has been significantly reduced. It is possible to make the agenda for the May meeting if a new application is initiated, and if it is submitted to us after the postings and the advertisements etc. have been completed; we definitely cannot guarantee that the application would make the May meeting based on a variety of reasons (mainly the corrections needed, if any, and the timeframe that the corrections are submitted to us, if needed).

Let me know if you have any questions or concerns.

Respectfully,

Jacqlene Drulis
Occupational Licensing Examiner
Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, Alaska 99501

From: Jana Weltzin <jana@jdwcounsel.com>
Sent: Thursday, March 14, 2019 1:46 PM
To: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; Valerie Mastolier <valerie@jdwcounsel.com>
Cc: Brenda Mills <brenda@jdwcounsel.com>; bdking@acsalaska.net; Jana Weltzin <jana@jdwcounsel.com>

Subject: RE: Failed to Complete Application per 3 AAC 306.025(f): Nugz LLC license #18190

Hi Jacq – I am going to ask you to re look at this issue again, according to the public notice generated by My Alaska – this license is NOT 90 days old – see below – with this new information, can you pls confirm the failed to complete notice will be retracted? We just got the lease from the landlord (as my email explained before the landlord was out of town and we didn't provide the revised lease and stated we would submit it once he returned to town.) Please let me know – thanks! jana

Department of Commerce, Community, & Economic Development
Alcohol & Marijuana Control Office

License #18190
Initiating License Application
1/24/2019 8:58:47 AM

License Number: 18190

From: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Sent: Wednesday, March 13, 2019 10:46 AM
To: Valerie Mastolier <valerie@jdwcounsel.com>
Cc: Brenda Mills <brenda@jdwcounsel.com>; Jana Weltzin <jana@jdwcounsel.com>; bdking@acsalaska.net; Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Subject: RE: Failed to Complete Application per 3 AAC 306.025(f): Nugz LLC license #18190

Good morning,

Received, thank you. I have forwarded this on to the Director.

I am not sure if the Director responded to your email appealing the failed to complete notice yesterday, but your appeal was added to the agenda to be heard by the Marijuana Control Board for the May meeting.

Respectfully,

Jacqlene Drulis
Occupational Licensing Examiner
Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, Alaska 99501

From: Valerie Mastolier <valerie@jdwcounsel.com>
Sent: Wednesday, March 13, 2019 10:04 AM
To: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Cc: Brenda Mills <brenda@jdwcounsel.com>; Jana Weltzin <jana@jdwcounsel.com>; bdking@acsalaska.net
Subject: RE: Failed to Complete Application per 3 AAC 306.025(f): Nugz LLC license #18190

Good Morning,

Attached is the stamped copy of the NOCOO for Nugz, LLC. Our office didn't see that the SOA had cashed our check for the initial submission of the NOCOO when we mailed it, so we went down in person to submit the document in order to obtain the stamped copy immediately.

Thank you!

--

Valerie Mastolier
JDW, LLC
Office Manager & Paralegal
3003 Minnesota Drive Suite 201
Anchorage, Alaska 99503
907-231-3750

info@jdwcounsel.com
valerie@jdwcounsel.com

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From: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Sent: Tuesday, March 12, 2019 3:52 PM
To: Jana Weltzin <jana@jdwcounsel.com>; Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; bdking@acsalaska.net
Cc: Valerie Mastolier <valerie@jdwcounsel.com>; Brenda Mills <brenda@jdwcounsel.com>
Subject: RE: Failed to Complete Application per 3 AAC 306.025(f): Nugz LLC license #18190

Good afternoon,

I have forwarded your email to Director McConnell.

Respectfully,

Jacqlene Drulis
Occupational Licensing Examiner
Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, Alaska 99501

From: Jana Weltzin <jana@jdwcounsel.com>
Sent: Tuesday, March 12, 2019 3:46 PM
To: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; bdking@acsalaska.net
Cc: Valerie Mastolier <valerie@jdwcounsel.com>; Brenda Mills <brenda@jdwcounsel.com>; Jana Weltzin <jana@jdwcounsel.com>
Subject: RE: Failed to Complete Application per 3 AAC 306.025(f): Nugz LLC license #18190

Hi – this is our notice per 3AAC 306.095 appealing this failed to complete notice – pls let us know when we our appeal is scheduled to be heard by the Control Board.

Additionally, we have filed the notice of change of officials to remove Matt, the corporation commission just hasn't processed and posted the change yet – if it would change the analysis we can run a new NOCOO down to Corp Commission and provide AMCO w a stamped copy of the submitted NOCOO. Thank you, jana

---

From: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Sent: Tuesday, March 12, 2019 3:39 PM
To: bdking@acsalaska.net
Cc: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; Jana Weltzin <jana@jdwcounsel.com>; Valerie Mastolier <valerie@jdwcounsel.com>; Brenda Mills <brenda@jdwcounsel.com>
Subject: Failed to Complete Application per 3 AAC 306.025(f): Nugz LLC license #18190

Hello,

Attached is correspondence regarding your marijuana establishment application. Please direct all correspondence to marijuana.licensing@alaska.gov.

Thank you,

Jacqlene Drulis
Occupational Licensing Examiner
Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, Alaska 99501