

Cannabis Retail Application

| SECTION 1: APPLICANT INFORMATION | |
|--------------------------------------|----------------------------|
| Full Legal Name of Applicant: | Mary Jane Consulting, LLC |
| Applicant Address: | 855 Rice Street, Suite 100 |
| City, State Zip: | St. Paul, MN 55117 |
| Email Address: | kirsten@libbylawoffice.com |
| Telephone Number | 651-470-5644 |

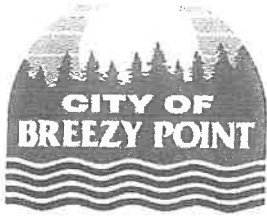
| SECTION 2: PROPERTY OWNER INFORMATION | |
|---|-------------------------------|
| Full Legal Name of Property Owner: | Whitebirch, Inc. |
| Applicant Address: | 9252 Breezy Point Drv |
| City, State Zip: | Breezy Point, MN 56472 |
| Email Address: | dspizzo@breezypointresort.com |
| Telephone Number: | 218-562-7180 |

| SECTION 3: RETAIL LOCATION INFORMATION | |
|--|--|
| Business Address: | 30375 Alpine Drive, Breezy Point, MN 56472 |
| Applicant Address: | 855 Rice Street, Suite 100 |
| City, State Zip: | St. Paul, MN 55117 |
| Parcel ID Number: | 10171090 and 1017091 |
| | |

SECTION 4: REQUIRED MATERIALS

Please include the following with your application:

| | |
|--|---|
| <input checked="" type="checkbox"/> Payment of required registration fee (\$500.00) | <input checked="" type="checkbox"/> Copy of State of Minnesota cannabis retail license or Written notice of pre approval from the Office of Cannabis Management |
| <input checked="" type="checkbox"/> Completed Conditional Use Permit Application (see attachment) and payment of permit fee (\$350.00) <i>separate check</i> | <input checked="" type="checkbox"/> Certificate of Liability Insurance |
| <input checked="" type="checkbox"/> Copy of lease agreement, if business location is not owned by applicant | |



Cannabis Retail Application

SECTION 5: ZONING REGULATIONS

By checking the below, I hereby certify the following:

| | |
|--|--|
| <input checked="" type="checkbox"/> The business address of the proposed retail location complies with the buffer requirements per Ordinance 24.03 Section 116.08 | <input checked="" type="checkbox"/> The business address of the proposed retail location is zoned commercial. |
| <input checked="" type="checkbox"/> I understand a Cannabis business license are permitted as a CUP (Conditional Use Permit) which are approved by the Planning Commission/Board of Adjustment | <input checked="" type="checkbox"/> I understand the hours of operation limitations per Ordinance 24.03 Section 116.08 |
| <input checked="" type="checkbox"/> The applicant is current on all property tax and assessment at the retail location | |

SECTION 6: ACKNOWLEDGEMENTS

- The application fee is non-refundable once processed.
- I have received a copy of Ordinance 24.03 and will comply with regulations of the ordinance.
- Submission of a complete application does not guarantee approval.
- Applications are reviewed by the City Clerk and City Council has final approval or denial.
- All information provided in this application is true and accurate.

Applicant Signature: Kristen J. Libby

Date: May 13, 2026

Inbox

Sent

Drafts

Trash

Spam

Folders

...

Congratulations on receiving a preliminary license approval for MICRO-A25-000441 📁 Inbox

Note

- Schedule and undergo site inspection
- Pay license fee after site inspection
- Engage with local governments for zoning and permit approvals
- Register for retail sales if license type involves retail
- Await local government zoning compliance certification
- Submit final application materials to OCM here

🚩 Summarized by Yahoo Scout

Was this message summary helpful? 👍 👎

ocm_noreply@accela.com
To: me · Fri, May 30, 2025 at 2:28 PM ▾

☆ ...

Dear Kirsten J Libby,

We are pleased to inform you that you have received preliminary license approval. Please note that you have 18 months to obtain a cannabis business license upon receiving this notification.

Please be aware this notice does not convey license approval. Your application is moving forward, but you are not yet authorized to conduct any of the activities for any license type. To continue the process and receive your license, you must first complete the following steps:

- 1. Engage with local governments.** Begin discussions with your local government early to understand and meet all local requirements, including zoning, any necessary conditional use permits, and retail registration (if applicable). You must secure a physical location that complies with local zoning ordinances and update your application documents showing you are compliant with all local requirements. You are strongly encouraged to do this at the earliest stage possible before you invest in any location.
- 2. Submit final documents.** Preliminarily approved applicants will submit final application materials to OCM when they can demonstrate compliance with all applicable rules. The materials include details about the site location, final operational documentation, and documentation of any ownership changes, and are referred to as final plans of record. Links to complete online fillable forms that will make up your final plans of record are at: <https://mn.gov/ocm/businesses/licensing/final-plan-of-record.jsp>.
- 3. Once you have completed and submitted the online forms, you will receive PDFs of your final plans of record via email that must be uploaded to the Office of Cannabis Management (OCM) through Accela.** OCM will forward your application to the local government indicated on your application.
- 4. Local government zoning compliance certification.** Local governments have 30 days to certify that your application complies with zoning and land use ordinances. Important: be sure to engage early with your local government so that you understand their timelines and process for local zoning compliance certification. OCM recommends that preliminarily approved applicants wait until all the required items for local approval have



been met with their local government before they submit their site registration. Additionally, be sure to remain in close communication with the local government to ensure that they are prepared to review the application. Please review the guidance for local governments regarding zoning compliance certification located here: <https://mn.gov/ocm/local-governments/localgovs.jsp> for awareness on what local governments will be required to complete for this stage.

- 5. **Site inspection.** After receiving local zoning compliance certification, OCM will schedule a pre-opening site inspection to verify that your physical location complies with all applicable laws and rules.
- 6. **Pay license fee.** Upon a successful site inspection, you will be able to pay the required license fee through Accela. Once payment is received, OCM will issue your cannabis business license with the appropriate endorsements.
- 7. **Retail registration (only for license types engaging in retail direct to consumers).** If your license involves retail sales, you must obtain a local retail registration from your local government after you have received your cannabis business license. The approval process for this is determined by the local government.

The licensing guidebook detailing the above steps is available on the OCM licensing webpage; please review the information carefully. The guidebook contains important information about how to successfully complete the licensing process and also includes several suggestions about working on securing local approvals for zoning compliance and local retail registration. You should also review Minnesota Statutes Chapter 342 for more information about statutory requirements.

OCM does not provide legal or business advice. To the extent that you feel you may need such services, you are encouraged to seek those out independently. Starting any business, including a cannabis business, carries risk, and you should never invest more than you are willing to lose.

Visit mn.gov/ocm for more information and resources. If you have questions related to your application, please contact the Licensing Division at ocm.licensing@state.mn.us. When contacting the licensing email, please include your application number at the beginning of the email subject line followed by the topic (example: Application Number – Background Check).

Again, congratulations on reaching this milestone in your ongoing efforts to secure a cannabis business license.

MN Office of Cannabis Management

Cannabis.info@state.mn.us

Expand previously seen (2) ↓

Kirsten Libby
To: kirsten@libbylawoffice.com · Thu, Jun 19, 2025 at 3:04 PM ▾



Show trimmed content ▾

SUBLEASE AGREEMENT

1. **THE PARTIES.** This Sublease Agreement ("Agreement") is entered into on May 13, 2026, by and between:

Tenant: **Great White Companies MN LLC**, a Minnesota limited liability company with a mailing address of 31956 County Road 3, Merrifield, MN 56465, who agrees to sublet to:

Subtenant: **Mary Jane Consulting, LLC**, with a mailing address of 855 Rice Street, St. Paul, MN 55117. The Subtenant agrees to pay rent to the Tenant in exchange for occupying the property.

2. **PROPERTY.** 30375 Alpine Drive, Breezy Point, MN 56472
3. **LEASE PERIOD.**

Start Date: July 1, 2026

End Date: June 30, 2031

The Subtenant is permitted to occupy the property on the start date and must vacate and return possession by midnight on the end date.

4. **RENT.** The Subtenant agrees to pay the following:

Monthly Rent: \$5,000

Due Date: 1st day of each month

Payment Instructions: Any reasonable means.

5. **BUILD OUT.** Prior to Subtenant's occupancy, Landlord and Tenant shall undertake improvements to the Premises. Specifically, Landlord and Tenant shall improve the premises such that premises shall adhere to the Quality Assurance Standard Operating Procedures, the Quality Assurance for Retail Operations, the Inventory Control Standard Operating Procedures, Storage, and Diversion Prevention Standard Operating Procedures, the Site, Security, and Operations Plan, the Floor Plan, and all other components of the Official Plan of Record as submitted by Subtenant to the Minnesota Office of Cannabis Management.
6. **UTILITIES & SERVICES & TAXES.** All utilities and services that are currently provided to the property shall be paid by the Tenant. Tenant shall also pay for all taxes of any kind.
7. **LANDLORD'S CONSENT.** The Tenant has consent from the landlord to sublet the property.

8. **SUBLETTING. No Subletting Allowed.** Subtenant is not allowed to sublet the property unless written consent is granted by Tenant and Landlord.
9. **LIABILITY.** Subtenant agrees to surrender and deliver to Tenant the property, including all furniture, appliances, and decorations within the property, in the same condition as they were at the beginning of the lease period, with reasonable wear and tear excepted. Subtenant is liable to the Tenant for any damages occurring to the property. All actions conducted by any guests of the Subtenant are the responsibility and liability of the Subtenant.
10. **MASTER LEASE.** This Agreement must follow and is subject to the original lease agreement between Tenant and Landlord, a copy of which has been attached and is hereby referred to and incorporated as if it were set out here at length (“Master Lease”). Subtenant agrees to assume all of the obligations and responsibilities of Tenant under the Master Lease for the duration of the Agreement. All disclosures and statements required by the state and listed in the Master Lease are made part of this Agreement and, when attached, will be considered disclosed to the Subtenant in accordance with state and local laws.
11. **DISPUTES.** If a dispute arises during or after the term of this Agreement between the Tenant and Subtenant, they agree to negotiate amongst themselves before any litigation, arbitration, or mediation.
12. **WRITTEN AGREEMENT.** This Agreement constitutes the sole agreement between the Tenant and Subtenant with no additions, deletions, or modifications that may be accomplished without the written consent of both parties as to this property. Any oral representations made at the time of executing this lease are not legally valid and, therefore, are not binding upon either party.
13. **GOVERNING LAW.** This Agreement is bound to the laws in the jurisdiction where the property is located.
14. **SEVERABILITY.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and in no way be affected, impaired, or invalidated.
15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of all parties on these matters, superseding any previous agreement between them.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date as set forth above:

Great White Companies MN LLC

By: /s/ Buck McAlpin

Buck McAlpin, Chair of the Board
of Great White Companies MN LLC

Mary Jane Consulting, LLC

By: Kirsten J. Libby
Kirsten J. Libby, Managing Member
Mary Jane Consulting, LLC

Libby Law Office, P.A.

Attorneys at Law

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855 Rice Street, Suite 100
St. Paul, MN 55117

Office (651) 487-1208
Fax (651) 487-0662

21060 Olinda Trail N
Scandia, MN 55073

May 13, 2026

City of Breezy Point
8319 County Road 11
Breezy Point, MN 56472

Re: *Cannabis Retail Application and Conditional Use Application – Mary Jane Consulting, LLC*

To Whom It May Concern:

Our firm has been retained by Mary Jane Consulting, LLC. Please direct any and all questions regarding the contents of the enclosed application materials to our firm. We also are working in a collaborative relationship with the landowner listed in the Conditional Use Application.

Enclosed you will find a complete Cannabis Retail Application and a Conditional Use Application with its corresponding fee.

An important consideration when reviewing the Conditional Use Application is that the property located at 30375 Alpine Drive, Breezy Point, MN 56472 constitutes a legal non-conforming use under the Breezy Point ordinance. Because the proposed use – commercial – remains consistent with the scope of the originally approved use. The City, in accordance with its ordinance, will apply 153.007. The Conditional Use Application meets those standards.

Please do not hesitate to contact our office should you have any questions or need any additional documentation.

Thank you for your review.

Sincerely,

LIBBY LAW OFFICE, P.A.

/s/ Annie M. Showers
Annie M. Showers

c: Client

Encls.