License # 40898
Proof of Possession
for Proposed Premises
(page 1 of 2)

RECORD IN THE SITKA RECORDING DISTRICT

After Recording Return to:

LaVigne Properties, LLC
4300 Marion Drive
Juneau, AK 99801

QUITCLAIM DEED

Grantor, City of Hoonah, whose mailing address is P.O. Box 360, Hoonah, Alaska 99829, for good and valuable consideration in hand paid, conveys and quitclaims to LaVigne Properties, LLC, an Alaska limited liability company, whose mailing address is 4300 Marion Drive, Juneau, Alaska 99801, all of Grantor's right, title and interests whatsoever in the following described real property, without warranty:

A surface estate in and to Lot 1A, according to Plat No. 2024-4, a replat of Lot 1, Shotter Creek Subdivision, Plat 2017-9, records of the Sitka Recording District, First Judicial District, State of Alaska.

Subject to any easements, reservations, covenants, conditions, restrictions, plat notations, patent reservations, rights-of-way and agreements of record.

CITY OF HOONAH

Date: 10-29, 2024

Bill Miller, Mayor

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

Before me, the undersigned Notary Public, personally appeared Bill Miller, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he executed it as authorized representative of the City of Hoonah.

WITNESS my hand and official seal this 29th day of October, 2024.

[notary stamp]
NOTARY PUBLIC
JENNIFER J. BIDIMAN
STATE OF ALASKA
My Commission Expires With Office

Notary Public, State of Alaska
My commission Expires: with office

AMCO Received 6.5.2025

Department of Commerce, Community, and Economic Development
CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

License #40898
Proof of Possession for Proposed Premises
(page 2 of 2)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	LaVigne Properties, LLC

Entity Type: Limited Liability Company

Entity #: 10138333

Status: Good Standing

AK Formed Date: 7/23/2020

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2026

Entity Mailing Address: 4300 MARION DRIVE, JUNEAU, AK 99801

Entity Physical Address: 4300 MARION DRIVE, JUNEAU, AK 99801

Registered Agent

Agent Name: Rachael Lavigne

Registered Mailing Address: 4300 MARION DRIVE, JUNEAU, AK 99801

Registered Physical Address: 4300 MARION DRIVE, JUNEAU, AK 99801

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	DENNIS JOSEPH LAVIGNE AND RACHAEL MARIE LAVIGNE, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP	Member	100.00

AMCO Received 6.5.2025

Commercial Lease

This Commercial Lease ("Lease") is dated as of June 01, 2025, by and between Lavigne Properties, LLC ("Landlord") and The Mason Jar, LLC ("Tenant"). The parties agree as follows:

Premises. The Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant a 1,024 square foot commercial building ("Premises") located at 496 Garteeni Hwy., Hoonah, Alaska 99829.

Term. The Lease term will begin on June 01, 2025 and will terminate on June 01, 2026.

Lease Payments. The Tenant shall pay to the Landlord monthly installments of $3,000.00, payable in advance on the first day of each month. Collection of payments will not begin until Tenant has secured licensing from State of Alaska AMCO. Lease payments shall be made to the Landlord at 4300 Marion Drive, Juneau, Alaska 99801. The payment address may be changed from time to time by the Landlord.

Possession. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, the Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

Use of Premises/Absences. The Tenant may use the Premises only for a marijuana retail store. The Premises may be used for any other purpose only with the prior written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall notify the Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Exclusivity. The Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described) or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Property Insurance. The Landlord and the Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The Landlord shall be named as an additional insured in such policies. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of the Landlord's interest in the Premises. The Tenant is responsible for maintaining casualty insurance on their own property.

Liability Insurance. The Tenant shall maintain liability insurance on the Premises with personal injury limits of at least $5,000.00 for injury to one person, $1,000,000.00 for any one accident, and at least $100,000.00 for damage to property. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

Utilities and Services. The Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

The Tenant acknowledges that the Landlord has fully explained to the Tenant the utility rates, charges, and services for which the Tenant will be required to pay to the Landlord (if any) other than those to be paid directly to the third-party provider.

Taxes. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

(a) **Real Estate Taxes.** The Landlord shall pay all real estate taxes and assessments for the Premises.

(b) **Personal Taxes**. The Landlord shall pay all personal taxes and any other charges that may be levied against the Premises and which are attributable to the Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with the Lease payments.

Termination Upon Sale of Premises. Notwithstanding any other provision of this Lease, the Landlord may terminate this Lease upon 30 days' written notice to the Tenant that the Premises have been sold.

Defaults. The Tenant shall be in default of this Lease if the Tenant fails to fulfill any lease obligation or term by which the Tenant is bound. Subject to any governing provisions of law to the contrary, if the Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by the Landlord to the Tenant, the Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing the Landlord's rights to damages. In the alternative, the Landlord may elect to cure any default, and the cost of such action shall be added to the Tenant's financial obligations under this Lease. The Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of the Tenant's defaults. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

In the event that Landlord takes possession of the premises due to default, Landlord may not take possession of any marijauna or marijuana products. Landlord will contact the State of Alaska Alcohol & Marijuana Control Office in the event that this becomes necessary.

Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

Remodeling or Structural Improvements. The Tenant shall have the obligation to conduct any construction or remodeling (at the Tenant's expense) that may be required to use the Premises as specified above. The Tenant may also construct such fixtures on the Premises (at the Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not install awnings or advertisements on any part of the Premises without the Landlord's prior written consent. At the end of the lease term, the Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition as the Premises at the commencement of this Lease.

Dangerous Materials. The Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises or that might be considered hazardous by a responsible insurance company unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by the Tenant to the Landlord.

Compliance With Regulations. The Tenant shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal, and other authorities and the fire insurance underwriters. However, the Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

Mechanics Liens. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises, and the filing of this Lease constitutes notice that such liens are invalid. Further, the Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Lease through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Lease will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

Assigning or Subletting. The Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this Lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of the Landlord, which shall not be unreasonably withheld.

Notices. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage pre-paid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

The Landlord:

Lavigne Properties, LLC
4300 Marion Drive
Juneau Alaska 99801

The Tenant:

The Mason Jar, LLC
P.O. Box 35264
Juneau, Alaska 99803

Governing Law. This Lease shall be construed in accordance with the laws of Alaska.

Entire Agreement. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease.

Amendement. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such

provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Binding on Heirs and Successors. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

The Landlord:
Lavigne Properties, LLC

Rachael Lavigne, Member

6/1/25
Date

The Tenant:
The Mason Jar, LLC

Dennis Lavigne, Owner

6-1-25
Date