Monthly Rental Agreement

THIS AGREEMENT, entered into this 1st day of June, 2018, by and between Gregory Smith, hereinafter Lessor, and Nome Grown LLC, hereinafter Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as: A Retail Store Space in a single story duplex located at 605 W. 2nd Ave., Nome, AK, 99762 for a tenancy from month-to-month commencing on the 1st day of July, 2018, and at a monthly rental of Five Thousand Dollars ($5000.00) per month, payable monthly in advance on the 1st day of each and every month, on the following **TERMS AND CONDITIONS:**

1. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check OR one cashier's check, OR one money order made out to Gregory Smith. Electronic transfers can be accommodated on request..

2. Delivery of Payment. Rent will be paid:

- In Person: 306 W. 2nd Ave. To Lessor or Lessor's Agent.
  OR by USPS: PO Box 808, Nome, AK, 99762

4. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Fifty Dollars ($50.00).

5. Prorated First Month. For the period from Lessee's move-in date, ___N/A_____ through the end of the month, Lessee will pay to Lessor a prorated monthly rent of ____N/A_____ Dollars ($0.00). This amount will be paid on or before the date the Lessee moves in.

6. Occupancy. The said premises shall be occupied for the use as a State of Alaska licensed Retail Marijuana Store. Overnight habitation is not permitted.

7. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of N/A Dollars ($N/A), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum. No pets have been declared upon move in.

8. Parking. Any parking that may be provided is strictly self-park and is at owner's risk.

9. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

10. Repairs or Alterations. Lessee shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Lessee shall not paint, paper or

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otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises.

11. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

12. Keys. Lessee will be given 1 key(s) to the premises. If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Five Dollars ($5.00).

13. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

14. Upkeep of Premises. Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, ordinary wear and damage by the elements excepted.

15. Assignment and Subletting. Lessee shall not assign this Agreement or sublet any portion of the premises. Lessee shall maintain exclusive use and control of the premises.

16. Utilities. Lessee shall be responsible for the payment of all utilities and services, except Heat, which shall be paid by Lessor. Lessee must sign up with NJUS and start billing on the day of possession of premises. **NJUS billing office number is 907-443-6310**. Lessee is responsible for all other services such as, but not limited to, cable tv, phone and internet.

17. Default. If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.
Landlord **shall not** take into possession any marijuana or marijuana product and **shall** contact the State o Alaska, AMCO Enforcement Division prior to any access to the licensed premises if tenant cannot be reached, abandons the property, or similar event. AMCO Enforcement will be notified and requested to remove all marijuana and/or marijuana product in the event of a early vacation or abandonment of the property.

18. Security. The security deposit in the amount of One Thousand Dollars ($1000.00), shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned, without interest, to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.

19. Right of Entry. Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at

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reasonable hours of the day.
Notwithstanding the forgoing, during any entry by Landlord or its agents on the premises, Landlord's agents shall be over 21 years of age and must comply with Tenant's visitors policy, produce government issued ID, wear a visitor's badge, remain In eyesight of the designated Tenant's agent, comply with signing in and out documenting in the Visitor's Log as required by AMCO Board's Regulations. At no time shall a landlord have more than 5 persons enter the premises..

20. Deposit Refunds. The balance of all deposits shall be refunded within three weeks from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

21. Termination. This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.

22. Attorney's Fees. The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

23. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Additional Terms and Conditions. NO SMOKING UPON PREMISES OF **ANY** SUBSTANCE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

Signed in the presence of:

Lessee: Gregory [illegible] Date: 6-1-2018

Lessor: [illegible] Date: 6/1/18

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A L A S K A

2016-000881-0

Recording Dist: 201 - Cape Nome
9/29/2016 09:16 AM Pages: 1 of 1

After recording return to the Grantee
Escrow No.: **Y93876-AD(E)**

STATUTORY WARRANTY DEED

THE GRANTOR: JoAnn Kealiher, An Unmarried Person who acquired title as JoAnn Ashenfelter Kealiher

whose mailing address is: PO Box 1454, Nome, AK, 99762

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to

THE GRANTEE(s): Gregory T. Smith, A Married Person

whose mailing address is: PO Box 808, Nome, AK, 99762

the following described real estate:

Lot 4, Block 25, according to the official April 13, 1905 map of the TOWNSITE OF NOME; Records of the Nome Recording District, Second Judicial District, State of Alaska.

SUBJECT TO property taxes; reservations and exceptions as contained in the U.S. Patent; easements of record; and covenants, conditions and restrictions of record, if any.

Dated this 26 day of **September**, **2016**.

JoAnn Kealiher

JoAnn Kealiher

STATE OF ALASKA
JUDICIAL DISTRICT OR COUNTY: Third)ss.

THIS IS TO CERTIFY that on this 26 day of **September**, **2016**, before me the undersigned Notary Public, personally appeared **JoAnn Kealiher** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth

(Seal)

Christine Sadler

Notary Public in and for ALASKA
My commission expires:

STATE OF ALASKA
NOTARY PUBLIC
Christine A. Sadler
My Commission Expires September 12, 2018

STATE OF ALASKA
NOTARY PUBLIC
Christine A. Sadler
My Commission Expires September 12, 2018

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