LEASE

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, Creek Street Cabaret, Inc., shall be referred to as "OWNER" and Tenant(s)/Lessee, E & M Holdings, LLC, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a business. the premises located at 127 Stedman St. in the city of Ketchikan, Alaska.

1. **TERMS:** RESIDENT agrees to pay in advance $500 per month on the 1st day of each month, as well as 5% of gross sales from The Stoney Moose, paid in a quarterly fashion. This agreement shall commence on July 29, 2016, and continue until July 29, 2026, as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter. All payments are to be made by check or cash; all payments are to be made payable to Creek Street Cabaret, Inc.

2. **LATE CHARGE:** A late fee of $50, shall be added and due for any payment of rent made after the 5th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of $50.

3. **DESTRUCTION OF PREMISES**: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

4. **CONDITION OF PREMISES**: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. OWNER agrees that the entire premises are in good working condition, are up to local code requirements, and will be maintained when needed/requested by RESIDENT. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

5. **ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

6. **PROPERTY MAINTENANCE**: RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.

7. **CHANGE OF TERMS**: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms. OWNER and RESIDENT agree to meet on a yearly basis, beginning in December 2017, to discuss any changes or alterations to this agreement; both sides must fully agree before any official change occurs.

AMCO

JUL 29 2020

9. **TERMINATION**: After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters. If OWNER decides to sell the premises during the duration of this Agreement, RESIDENT has Right of First Refusal.

10. **POSSESSION**: If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

11. **INSURANCE**: RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

12. **RIGHT OF ENTRY AND INSPECTION**: OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

13. **ASSIGNMENT**: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

14. **PARTIAL INVALIDITY**: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

15. **NO WAIVER**: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

16. **ATTORNEY FEES**: If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

17. **NOTICES**: All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at 123 Stedman St., Ketchikan, Alaska, 99901.

18. **INVENTORY**: The premises contains the following additional items, that the RESIDENT may use:
    - -bathrooms
    - -kitchen disposal/dishwasher area

19. **ENTIRE AGREEMENT**: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

20. **SPECIAL NOTICE**: The OWNER acknowledges that the RESIDENTS will operate an Alaskan state-approved retail marijuana establishment, including on-site consumption areas. At no time can the OWNER be in any restricted areas of the retail marijuana store without proper authorization and escort, and at no time may the OWNER remove any marijuana or marijuana products from the storage area.

AMCO

JUL 29 2020

KR

21. **NOTIFICATION OF REPOSSESION:** The OWNER acknowledges that he will contact the State of Alaska-AMCO in the event that the property rented by the RESIDENT is repossessed, sold, or transfered.

22. **RECEIPT OF AGREEMENT:** The undersigned RESIDENTS and OWNER have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

Mark Woodward,
E & M Holdings, LLC

RESIDENT S Signature (Registered Agent) _____
Date 10/26/2016

OWNER S or Agent s Signature Karl Richey
Date 10/26/2016

AMCO

JUL 29 2020