AMW Property Management

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Anchorage, AK 99501

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Awasierski@gmail.com (Alex) Or Asbpg2@gmail.com (Brian or Pat)

RENTAL LEASE AGREEMENT

This venture of rental is made and entered this 8th day of September, 2021, by and between AMW Property Management, hereinafter called "Landlord" and Good Vibes LLC dba Good Vibes Bethel, hereinafter called "Tenant" for the following property: 323 Chief Eddie Hoffman Hwy, located in Bethel, Alaska.

1. RENT/LATE FEE/NSF FEE

Rent should be $471.70 per month plus sales tax (6%) payable on or before the 1st day of each month in the form of Cosy (Online Deposit),cash, personal check, cashier's check, money order, or deposited in AMW Property Management's checking account (Account deposit information to be provided by Landlord upon request), except that no Rent shall be due until the first day of the first full month immediately following final written approval of Tenant's retail marijuana store license application by the Alaska Marijuana Control Board.

Tenant agrees a $50.00 late fee will be charged if rent is not paid within five (5) days of the due date. The assessment and payment of the $50.00 late fee shall not operate as waiver of any other remedy landlord might have. Landlord and tenant specifically agree that any unpaid portion of the deposit, utility bills, etc., is the responsibility of the tenant. Tenant agrees that failure to pay any unpaid portion of the deposit, utility bills, late fees, NSF fees, and any fines or damages assessed will be deemed "MATERIAL BREACH" of this agreement. Failure of tenant to pay rent by the agreed day of each month or other violation of this agreement shall authorize landlord to terminate this tenancy by giving the appropriate written notice pursuant to Alaska Statute 34.03.220. A $35.00 NSF charge will be assessed on any check submitted to the LANDLORD by TENANT that is returned from the bank. Returned checks will not be resubmitted to the bank by LANDLORD. TENANT will pay the NSF fee plus any late fees and make good the check in the form of a cashier's check, money order, or cash. It is at the LANDLORD'S discretion whether TENANT'S personal check will or will not be accepted for future payments.

2. APPLICATION OF MONIES PAID

TENANT acknowledges that if TENANT incurs charges for late fees, damages, utilities, security deposit, or any other cause, that any monies paid after such charges are incurred shall be applied to the charges

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first and the remainder shall be applied towards rent. Any balance left owing shall be for unpaid rent and may be subject to a late charge if TENANT'S account is not brought with a zero balance.

3. TERM AND RENEWAL

The term of the rental shall be for a period of 12 months to commence on the 1st day of September, 2021 and ending on the 31st day of August, 2022 (the "Initial Term").

The rental will be automatically renewed for a one (1) year renewal period unless written notice of non-renewal is provided by Tenant at least one (1) month prior to the expiration of the Initial Term or the expiration of any renewal period.

4. USE OF PREMISES

The premises shall be used solely to conduct the business of a marijuana retail store under Alaska state law. TENANT agrees not to use premises or permit the premises to be used for any other purpose with LANDLORD'S consent and not for any unlawful purposes. TENANT and all occupants agree to comply with all rules and regulations now or hereafter adopted by LANDLORD.

TENANT shall permit no extraordinary combustible material to be kept on the premises and shall use every precaution to prevent fire, and shall permit nothing to be done that might increase the premium rates of insurance.

TENANT will not improperly store any toxic or hazardous waste on site. If such items are spilled or dumped on the premises, TENANT will be liable for all clean-up costs.

5. UTILITIES

TENANT agrees to pay the following utilities. Should TENANT fail to have billing transferred, TENANT shall be considered in default of the agreement and will be charged $50.00 handling fee per billing cycle in addition to the utility bill amount until utility is transferred into TENANT'S name.

A. Electricity B. Telephone C. Water/Sewer

6. KEYS AND LOCKS

TENANT is not permitted to change the locks or add locks without prior written consent of LANDLORD, is responsible for all keys issued, and must return all keys and copies made by TENANT to LANDLORD at time of move-out. If TENANT keeps keys after move-out, rent will continue to be charged until keys are returned to LANDLORD. Re-keying charges will come out of the Security Deposit at move-out if all keys are not returned.

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7. SECURITY DEPOSIT AGREEMENT

A deposit is required. The deposit shall be $500. The deposit is intended to secure the LANDLORD against all expenses incurred in cleaning and repair upon vacancy. The deposit is also intended to compensate for lost rental revenue in the event the tenant violated a provision of their lease which may cause the tenant to vacate. Security deposits will be requested of the TENANT at the time the lease is signed and first month's rent is paid unless other arrangements have been made by the LANDLORD. Upon vacancy, an inspection will be made of the premises by LANDLORD. The TENANT is required to leave the rental in a clean and move-in re-rentable condition. Actual costs of cleaning and repairs needed to bring the rental to a marketable condition will be deducted from the deposit. Any amount to be refunded or owed to the TENANT or LANDLORD will be notified to the renter within 14 days of the date TENANT delivers possession of the rental.

Should the TENANT move out without giving a proper notice as specified in the lease, the amount of any unpaid rent will be forfeited from the deposit held and LANDLORD will provide an accounting of the security deposit within 30 days. Forfeit of the security deposit will not satisfy the responsibility of the former TENANT to reimburse the LANDLORD for any cleaning, repairs, or lost rent in excess of the deposit held.

All deposits will be held in a trust account separate from operating funds. Any refund of deposit will be made only to the TENANT who made the deposit payment. If premise is rented by more than one person, any refund shall be made to the individual(s) who paid the deposit unless notarized written authorization is given to LANDLORD to distribute to another party.

Upon 30 days' notice to vacate TENANT may not use security deposit toward last month's rent.

8. ASSIGNMENT OR SUBLETTING

TENANT agrees NOT to assign or sublet the premises to any person without written permission of the LANDLORD.

9. ELECTRICAL SYSTEMS

TENANT shall make no electrical connections to any outlet other than those located in the rental and shall in NO WAY modify the electrical system.

10. TENANT'S INSPECTION OF PREMISES

TENANT has inspected the premises and accepts it as in good condition. Failure to make an inspection list within seven (7) days shall be deemed an acceptance of the premises and TENANT will be liable for any damages not reported to LANDLORD.

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11. MAINTENANCE AND REPAIRS

TENANT shall notify LANDLORD **IMMEDIATELY** of any repairs needed and LANDLORD shall have access to the premises at any reasonable time for repair, maintenance, or to protect the property. LANDLORD is responsible for the maintenance and repair of any breakage to structure or equipment so long as such breakage was not due to negligence or deliberate wrongful conduct of the TENANT, in which case the TENANT shall be held liable. Under the terms of the State Landlord Tenant Act, the TENANT is responsible to the LANDLORD for any damages or repairs required due to his/her willful acts, negligence, or in some cases his/her failure to act. Please be aware TENANTS are responsible for their GUESTS while on the premises. Cost of repairs is due immediately. Any monies paid are applied to damages first and then towards rent.

A. The TENANT, **NOT** the LANDLORD shall pay for the following repairs:
   1. Plugged toilets or drains where the tenant has plugged them with waste or an object dropped in that will not pass through.
   2. Windows and screens damaged from inside the unit.
   3. Wall receptacles or circuit breakers damaged from overloading. Light fixtures damaged due to use of light bulbs higher than 60 watts.

B. TENANT shall:
   1. Keep the premises as clean and safe as the condition of the premises permits.
   2. Dispose from the premises all ashes, rubbish, garbage, and other waste in a clean and safe manner at reasonable and regular intervals, and shall dispose of such waste in areas specified by LANDLORD.
   3. Use in a reasonable manner all electrical, plumbing, sanitary, heating, furniture, and other facilities and appliances, including entrance to premises.
   4. Not make alterations, repairs, or remodeling without prior consent by LANDLORD, including painting the premises and changing the locks.
   5. Not deliberately or negligently destroy, deface, damage, or remove any part of the premises, appliances, or furnishings located therein, or knowingly allow any person to do so.
   6. Assume all costs of extermination and fumigation for infestations caused by TENANT.
   7. Pay LANDLORD for any damages to the premises, appliances, or furniture caused by deliberate or negligent acts.
   8. Keep smoke detectors and CO detectors in fully operational condition (i.e., plugged in and/or replace batteries) and shall report any inoperable smoke detectors to LANDLORD as soon as possible.
   9. Notify LANDLORD immediately if there is no fire extinguisher in the rental.
   10. No growing or smoking of marijuana or drug usage nor excessive drinking.
   11. **SMOKING IS NOT ALLOWED IN THIS RENTAL.** If TENANT smokes in the rental or allows guests to smoke in the rental, it will result in TENANT being evicted.

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12. Yards and parking areas shall not be littered (including cigarette butts) by tenants, family members, or guests. Outside grills are not to be used on decks. MOA code open flame may not be used within 10 feet from a building. TENANTS will be held responsible for any damage caused by improper use of a grill.

12. INSPECTION

Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

Landlord acknowledges that, because the Premises is being utilized by Tenant as a licensed marijuana establishment, applicable laws and regulations require that a Tenant representative be present to serve as an escort to Landlord and Landlord's agents during any entry and that Landlord will comply with Tenant's visitor policies. If Tenant is not personally present to permit entry, cannot be reached, or does not provide access, and an entry is necessary or permissible, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office, or other relevant government authority prior to any access of the Premises. Acting under guidance and direction received therefrom, Landlord may enter the same by master key or may forcibly enter the same, without rendering Landlord liable therefore. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the building except as specifically provide for herein.

13. FURNITURE/APPLIANCES

TENANT has examined the premises and furnishings and found them to be in good working condition. If there any exceptions, they will be noted below or on an attached checklist.

TENANT agrees to keep all furniture and property of the LANDLORD in good order and repair, and make good for damage, loss or breakage, excepting ordinary wear and tear through proper use. TENANT will surrender such furnishings and other property of the LANDLORD at the expiration of the term of the rental.

14. PARKING AND MOTOR VEHICLES

LANDLORD shall provide adequate parking for the use of the Premises. TENANT shall use only that parking space designated for such use by LANDLORD. TENANT shall see to it that their guests use only parking spaces designated as guest parking. NO STORING VEHICLES ON PROPERTY.

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15. FIRE AND CASUALTY

If premises is destroyed by fire or other casualty, LANDLORD may repair the damage and the rent will be abated for such a period of time as the premises remain unlivable, but if premises is destroyed or so badly damaged that LANDLORD decides it is unadvisable to repair, the agreement shall cease and terminate and rent shall be adjusted to the date that such fire or casualty occurred on a daily basis as herein provided. LANDLORD will not be responsible for damage incurred to any personal property of the TENANT caused by a third party, fire, theft, water damage, etc.

16. TERMINATION FOR NON-PAYMENT OF RENT

If TENANT fails to pay rent by the agreed upon day of the month, a "Demand for Rent and Notice to Vacate" will be issued to the TENANT for all rents due plus any late fees, or other charges that are owed. If full amount due is not paid by cashier's check, cash, or money order within the seven (7) day period after the Notice is served, the tenancy terminates. LANDLORD may terminate the agreement and immediately move to recover possession of the premises in accordance with the Alaska Landlord Tenant Act. Notwithstanding any termination of the tenancy provided therein, TENANT remains responsible for the full rental due for the entire term of this agreement. TENANT agrees that failure to pay any unpaid portion of the deposit, late fees, NSF fees, and any fines or damages assessed will be deemed a "MATERIAL BREACH" of this agreement.

17. BREACH OF AGREEMENT

TENANT'S holdover beyond the expiration of the Term is prohibited. However, failure to vacate Premises at expiration of the Lease shall constitute a tenancy from month-to-month on the same terms and conditions set forth in this Lease, with month-to-month base rent equal to 125% of the rent of the last year of the term

18. EARLY TERMINATION

Early termination prior to the expiration of this agreement normally is not permitted. We have come across cases when the LANDLORD has agreed to release TENANT from their lease early. If the LANDLORD agrees to an early release, TENANT agrees to pay any rent, pro-rated lease-up fee, advertising, utilities, and any other costs the LANDLORD would incur to re-rent. Only after a new tenant is found will the Security Deposit be refunded, as long as no monies are owed LANDLORD.

19. MOVE OUT CLEANING

At the expiration or sooner termination of this Lease, Tenant shall return the Premises to the Landlord in good and clean condition, reasonable wear and tear and damage by fire caused by Tenant or unavoidable casualty for which the Premises has insurance coverage excepted. Under no circumstances shall Landlord take into its possession or remove any abandoned marijuana or marijuana product. If

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Tenant fails to remove marijuana or marijuana products from the premises, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office, or other appropriate authority, for instructions regarding removal of such property.

20. TENANT'S BELONGINGS-ABANDONED PROPERTY

Unless otherwise agreed upon in writing, if termination of tenancy for any reason, all personal property left on the premises will be disposed of by LANDLORD five (5) days after the tenancy is terminated and LANDLORD will not be liable for loss or damage for said disposal.

In case of abandonment, where TENANT left the rental and his/her personal belongings or has been absent for seven (7) days or longer without giving notice, all personal property left on the premises will be disposed of by LANDLORD within fifteen (15) days of abandonment and LANDLORD will not be liable for loss or damage for said disposal.

Notwithstanding the foregoing, any marijuana, as defined by AS 17.38, left on the premises will be considered forfeited by Tenant. Under no circumstances shall Landlord take possession of any such marijuana. In case of such event, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office, or other appropriate authority, for instructions regarding removal of the marijuana. Landlord shall then, without liability for loss thereof or damage thereto, transfer the marijuana to state or local law enforcement authorities or otherwise dispose or the marijuana pursuant to instructions from the relevant authority.

21. COSTS AND ATTORNEY FEES

If by reason of any default or breach on the part of the TENANT, in the performance of any of the provisions of this lease, it becomes necessary for the LANDLORD to employ an attorney, the TENANT agrees to pay all costs, expenses, and reasonable actual attorney's fees expended or incurred by the LANDLORD in connection therewith. If there is any amount owing on TENANT'S account and it is sent to a collection agency, there is an additional $50.00 collection fee charged.

22. ACCIDENTS AND PERSONAL INJURIES

LANDLORD shall not be liable for any loss or damage to person or property in or around said rental by reason of fire, theft, leakage, bursting or overflow of any drains or pipes due to snow, rain, or interruption of utilities, or any other cause, whether it results in damaged suffered by TENANT or his/her family, agents, guests, or any other person. The TENANT shall indemnify and save LANDLORD harmless from such liability unless such liability is the direct result of LANDLORD negligence. LANDLORD shall in no way be responsible for damage of any nature whatsoever to the TENANT. Personal property or TENANT is not insured by LANDLORD against fire, water damage, or theft. Any losses incurred by TENANT due to fire, theft, or water damages shall be borne entirely by TENANT.

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23. TENANT STORAGE

The storage of personal property outside the rental shall be in a manner and in areas prescribed by LANDLORD.

24. DISASTER

LANDLORD is not responsible for any personal property loss or damages due to the loss/failure of electricity, heat, water and sewer, refrigeration, telephone, or any other public or privately supplied utility service because of conditions beyond the control of the LANDLORD. This includes both Acts of God and man-made failures and shortcomings. TENANTS also agree to permit LANDLORD to temporarily turn off utilities for the purposes of performing required maintenance.

25. AGENCY DISCLOSURE

AMW Property Management and its agents and staff are employed by and authorized to represent the owner of the property. At no time shall there be implied Agency on behalf of the TENANT.

26. DISPUTE RESOLUTION

The Parties agree to meet and discuss in good faith any dispute arising out of this Agreement. If the Parties are unable to reach a mutual written resolution of the dispute within fifteen (15) days of meeting, then the Parties are free to pursue any and all remedies available to them in equity and at law.

27. GOVERNING LAW

This Lease shall be governed and construed by the laws of the State of Alaska.

28. AMENDMENTS

The parties agree to make any amendments to the Lease that are reasonably necessary to avoid failing to satisfy the requirements of state or federal guidelines regarding marijuana enforcement, as those guidelines and laws may be amended from time to time. All amendments to this Lease shall be in writing and subscribed to by the parties hereto.

-SIGNATURE PAGE FOLLOWS-

I/WE HAVE READ AND RECEIVED A COPY OF THE RENTAL LEASE AGREEMENT AND AGREE TO COMPLY WITH THE POLICIES AND REQUIREMENTS STATED THEREIN.

TENANT(S) SIGNATURE(S):

GOOD VIBES, LLC

By: Alex Wasierski

Alex Wasierski

Its: Member

Date: Oct 1st 2001

By: Brian Glasheen

Brian Glasheen

Its: Member

Date: Oct 1st 2001

LANDLORD/AGENT SIGNATURE(S):

AMW PROPERTY MANAGEMENT LLC

By: Alex Wasierski

Alex Wasierski

Its: Member

Date: Oct 1st 2001

By: Brian Glasheen

Brian Glasheen

Its: Member

Date: Oct 1st 2001

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