REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated July 1st 2017, by and between Geraldine Walter ("Landlord"), and Popeyes Emporium II, LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Popeyes Emporium II, LLC (the "Premises") located at 3231 Spenard Rd., Unit 1, Anchorage, AK 99503.

TERM. The lease term will begin on July 1st, 2017 and will terminate on July 1st, 2019.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of Four Hundred and Fifty Dollars ($450.00). Rent is abated until September 1, 2017. Payable in advance on the first day of each month beginning September 1st, 2017. Landlord grants Tenant, at Tenant's sole discretion, the option to renew this lease at the end of the Term of this Lease for three additional (3) two (2) year terms.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to 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, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for commercial licensed retail sales of of marijuana and all legal endeavors. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at 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 consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

COMPLIANCE WITH REGULATIONS. 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, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature. Tenant shall remain in compliance with the Marijuana Control Board regulations. Landlord shall not take control of the premise or marijuana product in the event Tenant abandons the property, Landlord agrees to immediately contact AMCO and local law enforcement and obtain guidance on how to handle any marijuana or marijuana product left in the premises.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Geraldine Walter
3231 Spenard Rd.
Anchorage, AK 99503

TENANT:

Popeyes Emporium II, LLC
3231 Spenard Rd.
Anchorage, AK 99503

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement 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. 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 EFFECT. 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.

LANDLORD:

Geraldine Walter by Terry Daet POA

Geraldine Walter

TENANT:

Terry Daet

Popeyes Emporium II, LLC
Terry Daet – Member, Manager

General Durable Power of Attorney

I, Geraldine Walter an unmarried woman who resides in Anchorage, Alaska, designate Terry Daet as my attorney in fact to act for me, if I should become disabled or legally incapacitated. This document shall become effective upon the date of my disability or legal incapacity and shall not otherwise be affected by my disability or legal incapacity.

Authority to Act. This power of attorney is effective upon my disability or legal incapacity. My agent is authorized to act as indicated below in my name, place and stead in any way which I myself could do if I were personally present, to the full extent that I am permitted by law to act through an agent.

Powers of Agent. The Agent shall have the full power and authority to manage and conduct all of my affairs, and to exercise my legal rights and powers, including those rights and powers that I may acquire in the future, including the following:

Collect and Manage. To collect, hold, maintain, improve, invest, lease, or otherwise manage any or all of my real or personal property or any interest therein;

Buy and Sell. To purchase, sell, mortgage, grant options, or otherwise deal in any way in any real property or personal property, tangible or intangible, or any interest therein, upon such terms as the Agent considers proper, including the power to buy United States Treasury Bonds that may be redeemed at par to pay federal estate tax and to sell or transfer Treasury securities;

Borrow. To borrow money, to execute promissory notes for borrowed money, and to secure any obligation by mortgage or pledge.

Business and Banking. To conduct and participate in any kind of lawful business of any nature or kind, including the right to sign partnership agreements, continue, reorganize, merge, consolidate, recapitalize, close, liquidate, sell, or dissolve any business and to vote stock, including the exercise of any stock options and the carrying out of any buy sell agreement; to receive and endorse checks and other negotiable paper, deposit and withdraw funds (by check or withdrawal slips) that I now have on deposit or to which I may be entitled in the future in or from any bank, savings and loan, or other institution;

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Tax Returns and Reports. To prepare, sign, and file separate or joint income, gift, and other tax returns and other governmental reports and documents; to consent to any gift; to file any claim for tax refund; and to represent me in all matters before the Internal Revenue Service;

Safe Deposit Boxes. To have access to any safety deposit box registered in my name alone or jointly with others, and to remove any property or papers located therein;

Proxy Rights. To act as my agent or proxy for any stocks, bonds, shares, or other investments, rights, or interests I may now or hereafter hold;

Legal and Administrative Proceedings. To engage in any administrative or legal proceedings or lawsuits in connection with any matter herein;

Transfers in Trust. To transfer any interest I may have in property, whether real or personal, tangible or intangible, to the trustee of any trust that I have created for my benefit;

Delegation of Authority. To engage and dismiss agents, counsel, and employees, in connection with any matter, upon such terms as my agent determines;

Restrictions on Agent's Powers. Regardless of the above statements, my agent:

- Cannot execute a will, a codicil, or any will substitute on my behalf;
- Cannot change the beneficiary on any life insurance policy that I own;
- Cannot make gifts on my behalf;
- Cannot exercise any powers that would cause assets of mine to be considered taxable to my agent or to my agent's estate for purposes of any income, estate, or inheritance tax; and
- Cannot contravene any medical power of attorney I have executed whether prior or subsequent to the execution of this Power of Attorney.

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Durability. The Agent shall be under no duty to act on my behalf and shall incur no liability to me or to my estate for failing to take any action under this power of attorney before receiving written notice from two licensed physicians that, because of either disability or incapacity, I am unable to attend to financial matters, in which case the agent shall immediately begin to act for me.

Reliance by Third Parties. Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to me or to my estate for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.

Indemnification of Agent. No agent named or substituted in this power shall incur any liability to me for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.

Original Counterparts. Photocopies of this signed Power of Attorney shall be treated as original counterparts.

Revocation. I hereby revoke any previous Power of Attorney that I may have given to deal with my property and affairs as set forth herein.

Compensation. The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

Choice of Law. All questions concerning the validity and construction of this Durable Power of Attorney shall be determined under the laws of State of Alaska.

Dated this 23 day of May, 2012 at Anchorage, Alaska.

Geraldine Walter

Geraldine Walter

Signed in the presence of:

Witness

Witness

Notarization

State of Alaska)
)
Third Judicial District)

On 5/23/12, Geraldine Walter appeared before me and proved to my satisfaction that she is the person whose name is subscribed to this Durable Power of Attorney, and acknowledged the due execution of the foregoing instrument.

Notary Public in and for the State of Alaska
My commission expires 8/12/14.

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