MARIJUANA FACILITY LEASE

This LEASE (the "Lease") goes into effect the 15th day of March, 2021 ("Effective Date"), by and between DANIEL MEYER ("Landlord"), and REBEL ROOTS, LLC, an Alaska Limited Liability Company ("Tenant").

In consideration of the mutual covenants and conditions contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. PREMISES. Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Tenant, does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the property described as follows: 261 Old Steese Hwy N, Fairbanks, Alaska (the "Premises" or the "Leased Premises"), and shall include use of any adjacent parking lots and existing or planned ingress and egress to the Premises.

Address to 261 DM 9/24/2021 ME 9-24-21

2. TERM. This Lease shall Steele commence on the Effective Date and end on the 31st day of March, 2022 (the "Initial Term").

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

4. RENT. Beginning on April 1, 2021 and continuing on the first day of each calendar month thereafter, Tenant shall pay Landlord rent in the amount of $1000 per month, with the exception 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. Rent shall be paid by mail (PO Box 72989, Fairbanks Alaska 99709) or in person at Mocha Dan's Espresso or at any other address Landlord may designate in writing from time to time. All Rent shall be paid without prior demand or notice and without any deduction or offset whatsoever.

5. USE. It is understood and agreed between the parties that the Tenant intends to use the property herein leased to conduct the business of a marijuana retail store under Alaska state law. Any business conducted outside of this definition must have prior written approval of the Landlord.

6. UTILITIES. Tenant shall be responsible for all utilities.

7. ASSIGNMENT/SUBLEASE. Tenant may not assign, transfer, sublease, or in any other way dispose of an interest in or right under this Lease without the express written consent of Landlord, but shall provide prior written notice.

8. ALTERATIONS. Tenant shall not alter, repair or decorate the Premises without written consent from Landlord, which shall not be unreasonably withheld. All alterations, repairs, and decorations must comply with federal, state, and local law and

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any conditions imposed by Landlord. Tenant shall pay all tenant improvement and alteration costs.

9. MAINTENANCE AND REPAIR. Tenant shall at its own expense, maintain the Premises in a good state of repair at all times during the term of the Lease; this includes, but is not limited to: interior and exterior glass, fluorescent lighting (including ballasts), carpeting, painted surfaces, doors and locking mechanisms. Tenant shall keep any walkways abutting the Premises free and clean of obstructions including snow, slippery ice, debris and dust.

10. SURRENDER OF PREMISES. 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 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.

11. HOLDOVER. Tenant's holdover beyond the expiration of the Lease Term of Lease 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 base rent of the last year of the term

12. DEFAULT. The occurrence of any of the following shall constitute a default by Tenant:

A. Failure to Pay Rent. The failure to make payment when due of any installment of the monthly base rent or of any other sum herein specified to be paid by Tenant, if such default shall not be cured within five (5) days after written notice has been given to Tenant, shall be a default.

B. Failure to Perform Covenants. The failure to observe or perform any of Tenant's covenants, agreements, or obligations hereunder, other than for the payment of rent, if any such default shall not be cured within ten (10) days after written notice has been given to Tenant, shall be a default.

13. LANDLORD'S REMEDIES ON DEFAULT. In the event of a default under Section 18, Landlord shall have the following remedies in addition to all other rights and remedies allowable by law or equity, to which Landlord, in its sole and absolute discretion, may resort cumulatively or in the alternative: Landlord shall be entitled, at Landlord's election, to each installment of rent or to any combination of installments for any period before termination, plus interest, and late charges.

14. VACATION AND STORAGE. If Tenant shall fail to remove any of its property of any nature whatsoever from the Premises or the Building at the termination

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of this Lease or after notice to quit, or when Landlord has the right of reentry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant.

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.

15. ACCESS BY LANDLORD TO PREMISES. 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.

16. 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.

17. CONSTRUCTION OF AGREEMENT. The rule of construction that an instrument shall be construed more strictly against the party who drafted the same shall not apply to this Lease since both parties have had legal counsel available or have had the opportunity to seek independent advice and Tenant's activities require the provisions of this Lease to be interpreted in favor of Landlord.

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

19. 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

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may be amended from time to time. All amendments to this Lease shall be in writing and subscribed to by the parties hereto.

20. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties as of this date, and supersedes all prior written or oral agreements regarding this subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above set forth.

LANDLORD: **DANIEL MEYER**

By: Dan D Meyer 3-31-21

TENANT: **REBEL ROOTS, LLC**

By: Miguel Espinosa 3-31-21

Its: Member

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