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REAL ESTATE LEASE

This Real Estate Lease Agreement ("Lease") is dated 8/11/2023 _____, 2023, by and between William Crabtree ("Landlord") and Pearl & Earl, LLC, an Alaskan Limited Liability Company ("Tenant"). The parties agree as follows:

PREMISES. In consideration of the lease payments provided in this Lease, the Landlord leases to Tenant (the "Premises") the Building located at 3954 S. Crozier Lane, Units A&B, Big Lake, AK 99654.

TERM. The Lease begins on 8/11/2023, ____, 2023 and shall be a two-year (2) term ("Initial Term"), with automatic renewals for two (2) additional two (2) year terms. The parties shall negotiate in good faith to agree upon rent increases for each term. In the event either party opts not to renew this Lease, said non-renewing party shall notify the other not less than thirty (30) days prior to the expiration of the initial term. Either party may terminate the Lease upon substantial breach of this Agreement and prior to written notice to the other party giving a ten (10) day notice to cure the defect to avoid the termination.

LEASE PAYMENTS. Tenant shall pay Landlord monthly installments of $37.82/sf(648sf) $24,507.36.00 on or before the 1st of each month. A late charge of $20.00 per day thereafter will be charged. Landlord shall give Tenant written notice of the past due lease payment. On the 15th, the Landlord may give notice of the breach, as stated above, and Tenant shall agree to vacate the premise if the breach is not remedied within ten (10) days.

USE OF PREMISES. The Tenant may sublease this property with the written consent of the Landlord. The Tenant or its subtenant may use the Premises to cultivate and sell cannabis and produce cannabis concentrate products for retail sale. The Tenant shall build out the premises in a manner necessary for its or its subtenant's intended use. The Tenant shall be responsible for all costs and expenses associated with such buildout.

Tenant shall notify Landlord of any anticipated extended absence of 5 days or more from the Premises not later than the first day of the extended absence.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

> REAL ESTATE TAXES. The Tenant shall pay a pro-rata share of the property's real estate taxes and assessments for the Premises.
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> PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises, which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

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PROPERTY INSURANCE. At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, special form ("all-risk") property insurance, in an amount not less than one hundred percent (100%) of the replacement cost, covering the Premises (including all leasehold improvements), the contents thereof, and the Building in which the Premises are located (collectively, the "Property Insurance"). The Property Insurance shall contain business income ("loss of rents") coverage for a period of time not less than twelve (12) months following the insured casualty. Landlord shall be named as an additional insured on the Property Insurance. Landlord and Landlord's mortgagee each shall be named as loss payees on the Property Insurance with respect to proceeds attributable to damage to the Premises and the Building. Landlord shall be named as loss payee on the Property Insurance with respect to business income coverage. Tenant shall not be a loss payee with respect to proceeds attributable to damage to the Premises or the Building or with respect to business income coverage, but Tenant shall be the loss payee for its personal property located in the Premises. The proceeds of the Property Insurance shall be used for the repair or replacement of the property so insured, except that if this Lease is terminated following a casualty, the proceeds applied to the Building, Premises, and leasehold improvements contained therein shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant. The Property Insurance policy shall be in a form and contain such endorsements as are normal and customary for property insurance policies carried on similar property or properties or by similarly situated parties.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default, and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. In the event of a default by the Tenant, *Landlord will contact the Alaska Marijuana Control Office and ensure that AMCO Enforcement removes all marijuana and marijuana product from the facility.*

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such a holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The parties' rights under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged $100.00 for each check returned to Landlord for insufficient funds.

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REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall be obligated to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. The Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. All improvements shall belong to Landlord unless the parties agree otherwise in writing.

ACCESS BY LANDLORD TO PREMISES. Subject to the 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. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. Landlord must abide by Tenant's visitor policy and ensure that no agent or prospective Tenant of the Landlord attempts to enter the property that is under the age of 21, presents a valid state or federal identification card, signs into and out of the visitor's log, visibly wears a visitor badge, and always remains in eyesight of a designated agent of Tenant. Landlord may not bring more than five (5) persons at a time per supervising licensee/employee into the facility.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. The Tenant or Tenant's subtenant shall promptly comply with all laws, ordinances, requirements, and regulations of the state, county, municipal and other authorities, and the fire insurance underwriters.

ACKNOWLEDGEMENT OF USE FOR MARIJUANA COMMERCIAL ACTIVITIES AND WAIVER OF ANY DEFENSES OF ILLEGALITY DUE TO FEDERAL LAW OR VOID FOR PUBLIC POLICY. Landlord is aware of and agrees that this premise shall be used for marijuana state and local licensed commercial activities. The parties are aware that marijuana sales are illegal under federal law and therefore waive all defenses of non-performance of this contract related to defenses such as void for public policy and illegality under federal law.

MECHANICS LIENS/CLAIM OF LIEN. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file a mechanics' lien, a claim of lien, or any other kind of lien on the Premises, and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

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

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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:
William Crabtree
PO Box 521056
Big Lake, Alaska
99652-1056

TENANT:
Pearl & Earl, LLC
C/O William Crabtree
PO Box 521056
Big Lake, Alaska
99652-1056

Either party may change such addresses from time to time 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 invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that limiting such provision would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as such 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.

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Tenant – Pearl & Earl, LLC.

By: DocuSigned by: 9BC25710A407493... Date: 8/11/2023 ,2023

William Crabtree – Managing Member

Landlord

By: DocuSigned by: 9BC25710A407493... Date: 8/11/2023 ,2023

William Crabtree – Property Owner