DocuSign Envelope ID: 658C1D8D-3B5B-4C3B-B5E1-93CB5A7B5CA7

# LETTER OF INTENT TO LEASE

This Letter of Intent ("LOI") is intended to document the mutual understanding and intent of the Parties regarding the Lease and Option Agreement dated July 1, 2023, between Toloff Properties, LLC (collectively, "Landlord") and Oleander, Inc. ("Tenant"). This LOI serves to clarify specific key points and expectations of both Parties concerning the Lease and option agreement:

**This letter is not a contractually binding agreement between the parties and shall only serve as a listing of the terms and conditions used in a formal written agreement between the parties.**

PROPERTY: 8639 Toloff Street, Suites 1 & 3, Anchorage, AK 99507

(shall be referred to as "*the Property*" moving forward)

- **Lease Base Rent**: Tenant shall pay no rent for (i) any first partial month and (ii) the first full calendar month of the term. Tenant shall pay the Landlord a reduced rent of $6,000 on or before the fifth day of the term's second and third full calendar months. After that, the Tenant shall pay the Landlord the full rent amount of **$12,000 per month** on or before the fifth day of each succeeding month. Any leasehold improvements made, and trade fixtures installed by the Tenant shall not increase the monthly rent.

- **Sublease**: Tenant has the right to sublet the leased Property, subject to written consent from the Landlord.

    - Tenant wishes to sublet to Melted Glacier, LLC for the product manufacturing license operations.

    - Tenant wishes to sublet to Hillside Roots, LLC for the retail marijuana operations.

    - Any sublet entity must obtain a valid license for the activity on the Property.

- **Lease Term**: The initial term shall be three (3) years, with one option to renew the Lease for an additional three (3) years with an 8% rent increase.

- **Use**: Operating a commercial marijuana product manufacturing license and marijuana retail license.

DocuSign Envelope ID: 658C1D8D-3B5B-4C3B-B5E1-93CB5A7B5CA7

This LOI is intended to clarify the Parties' intentions and not to modify or replace the terms of the Lease and Option Agreement. Any amendments or changes to the Lease shall be made in accordance with the provisions outlined in the Lease itself.

**Both Parties acknowledge their understanding and agreement with the points outlined in this Letter of Intent by signing below.**

Toloff Properties, LLC (Landlord)

By: DocuSigned by: E4293C9A1AAC4EB... Date: 11/1/2023

Its: Managing Member

Oleander, Inc. – Jerry Workman, its Vice President

Jerry Workman Date: Nov 1, 2023