MASTER REAL ESTATE
LEASE

This Real Estate Lease Agreement (" Lease") is dated 5th day of Jan, 2024, by and between Big Karr, LLC, an Alaskan Limited Liability Company ("Landlord"), and Essenkay, LLC, an Alaskan Limited Liability Company ("Tenant"). The parties agree as follows:

PREMISES.
In exchange for the lease payments outlined in this Lease, the Landlord hereby leases to the Tenant (the "Premises") which includes a portion of the building referred to as Unit B, the associated parking, and the paved driveway area encircling the entire building and the area outside the exterior window to be used as the retail store's drive-through, located at 2500 Spenard Road, Anchorage, Alaska 99503.

TERM.
The Lease begins on the 5th day of Jan, 2024, and shall be a five-year (5) term ("Initial Term"), with automatic renewals for three (3) additional five (5) 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 notice 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 written notice to the other party, giving a ten (10)-day notice to cure the defect to avoid termination.

LEASE PAYMENTS.
Tenant shall pay to Landlord monthly installments of $4,000.00 (four thousand dollars) per month on or before the 1st of each month. A late charge of $100.00 per day thereafter will be imposed. Landlord shall give Tenant written notice of the past-due lease payment. On the 15th, the Landlord may give notice of breach as stated above, and Tenant shall agree to vacate the premises if the breach is not remedied within ten (10) days.

USE OF PREMISES.
Tenant may sublease this property with the written consent of the Landlord. Tenant or its subtenant may use the Premises for the commercial sale of cannabis and cannabis products. Tenant shall build out the premises in a manner necessary for its or its subtenant's intended use. 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 connected to the Premises.

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

REAL ESTATE TAXES.

Tenant shall pay a pro-rata share of the property's real estate taxes and assessments for the Premises.

PERSONAL TAXES.
Tenant shall pay all personal taxes and any other charges that may be levied against the Premises, attributable to the 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.

PROPERTY INSURANCE.
During the entire Lease Term, Tenant shall obtain and maintain, at its sole expense, special form ("all-risk") property insurance, with a coverage amount not less than one hundred percent (100%) of the replacement cost. This insurance should cover the Premises (including all leasehold improvements), the contents of the Premises, and the Building where the Premises are located (collectively referred to as "Property Insurance"). The Property Insurance policy should include business income ("loss of rents") coverage for a minimum period of twelve (12) months following any insured casualty.

Landlord should be listed as an additional insured on the Property Insurance. Both Landlord and Landlord's mortgagee should be named as loss payees on the Property Insurance for damages to the Premises and the Building. Landlord should be listed as the loss payee for business income coverage. Tenant should not be a loss payee for proceeds related to damages to the Premises or the Building or for business income coverage. However, Tenant should be named as the loss payee for its personal property located in the Premises.

The proceeds from the Property Insurance should be used for repairing or replacing the insured property. In the event of lease termination following a casualty, the proceeds applicable to the Building, Premises, and leasehold improvements should be paid to the Landlord, while the proceeds applicable to Tenant's personal property should be paid to Tenant. The Property Insurance policy should adhere to the standard form and include customary endorsements for property insurance policies carried on similar properties or by parties in similar situations.

DEFAULTS.
Under the terms of the Lease, Tenant will be considered in default if they fail to fulfill any lease obligation or term. If Tenant does not remedy any financial obligation within 15 days (or any other obligation within 30 days) after receiving written notice from Landlord, Landlord may take possession of the Premises without further notice, as permitted by law, without waiving their right to seek damages. Alternatively, Landlord may choose to remedy the default at Tenant's expense, which will be added to Tenant's financial obligations.

Tenant will be responsible for all costs, damages, and expenses incurred by Landlord, including reasonable attorney fees and expenses resulting from Tenant's defaults. Any sums or charges required to be paid by Tenant under the Lease will be considered additional rent, irrespective of their specific designation. The rights outlined in this clause are cumulative and supplement any other rights provided by law. In the event of Tenant's default, Landlord will contact the Alaska Marijuana Control Office and ensure that Enforcement for AMCO removes all marijuana and marijuana products from the facility.

HOLDOVER.
During the Holdover Period, if Tenant continues to occupy the Premises after the termination of the Lease, Tenant will be obligated to pay lease payments to the Landlord at the same rate as the most recent rate prior to the Holdover Period. This extended occupancy will be treated as a month-to-month extension of the original Lease.

CUMULATIVE RIGHTS.
The rights granted to the parties under this Lease are cumulative and should not be interpreted as exclusive, unless otherwise mandated by law.

NON-SUFFICIENT FUNDS.
Tenant shall be charged $100.00 for each check that is returned to Landlord for lack of sufficient funds.

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. All improvements shall belong to Landlord unless the parties agree otherwise in writing.

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. 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 of this Lease, 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 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.
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 MARIJAUNA COMMERICAL ACTIVITIES AND WAIVER OF ANY DEFENSES OF ILLEGALITY DUE TO FEDERAL LAW OR VOID FOR PUBLIC POLICY.

Landlord is aware of and agrees 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 mechanics liens/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 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:
Big Karr, LLC
PO Box 2343
Bethel, Alaska
99559

TENANT:
Essenkay, LLC
PO Box 2343
Bethel, Alaska
99559

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 will 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.

TENANT – Essenkay, LLC.

By: _____ Date: 1/5 ,2024

Jared Karr – Member of Essenkay, LLC

By: _____ Date: 01-05 ,2024

Naim Sabani – Member of Essenkay, LLC

LANDLORD – Big Karr, LLC

By: _____ Date: 1/5 , 2024

Jared Karr – Member of Big Karr, LLC

By: _____ Date: 1/5 , 2024

Naim Sabani – Member of Big Karr, LLC