

LEASE AGREEMENT

This Lease Agreement ("Lease") is made on May 16, 2022 (the "Lease Date"),

BETWEEN **1722-1724 ATLANTIC AVE, LLC**

whose address is 100 Atlantic Avenue, Lynbrook, NY 11563
referred to as the "Landlord,"

AND **Honeybuzz Farms, LLC**

whose address is 718 Charlotte Street, Toms River, NJ 08753
referred to as the "Tenant."

1. Premises. The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the **Ground Floor, consisting of approximately 3,000 square feet** (the "Premises"), at **1724 Atlantic Avenue, Atlantic City, NJ** (the "Building").

2. Term.

(a) The "Term" of the Lease **shall begin on the Lease Date (a/k/a the "Commencement Date"), and end on the date that is the day preceding the 5th anniversary of the Commencement Date. Landlord shall deliver the Premises to Tenant on the Commencement Date and Tenant may use and occupy the Premises from and after the Commencement Date.** The Tenant may not use and occupy the Premises unless and until the Tenant has made the first payments (specified below in Paragraph 4). Upon taking possession of the Premises, the Tenant shall comply with all applicable laws, rules and regulations and shall indemnify and hold the Landlord harmless against any loss, damage, claims, fines, penalties or liabilities, arising directly as a result of Tenant's specific manner of use and occupancy of the Premises.

(b) Provided that "an Event of Default", as defined in Paragraph 22, does not then exist beyond the expiration of applicable notice and cure periods, the Tenant shall have the right to extend the Term (the "**Renewal Option**") for **2 additional periods, each consisting of 5 years**, commencing on the date **immediately following the date that is the 5th anniversary of the Lease Date and ending on the dates that are the day preceding the 10th anniversary of the Lease Date, as applicable** (individually and collectively, as applicable, the "Renewal Term"). Such Renewal Option shall be automatically exercised without any notice to Landlord unless Tenant notifies Landlord, in writing and delivered before the date that is 6 months prior to the 5th anniversary of the Lease Date, and thereafter 6 months prior to the 5th Anniversary of each successive 5-year Renewal Term that it does **not** wish to exercise the Renewal Option for the next succeeding Renewal Term. Tenant's failure to give Landlord written notice of its election not to exercise the Renewal Option within the stipulated time shall result in the automatic renewal for the next succeeding Renewal Term. Landlord shall be under no obligation to solicit such notice, nor remind Tenant of its obligations hereunder. This Renewal Option is offered exclusively to the Tenant and may not be assigned, pledged or otherwise transferred except to an assignee permitted under the terms of this Lease or approved by the Landlord. At the commencement of each Renewal Term, Tenant shall increase the Security Deposit to a sum equal to twice the then monthly Basic Rent for the first month of the applicable Renewal Term.

(c) The Basic Rent payable for the initial year of the Renewal Term shall be equal to the Basic Rent paid during the final year of the Lease Term **increased by the greater of 3% or CPI** ("~~Consumer Price Index~~" statistics published by the ~~United States Bureau of Labor~~) and, for each successive lease year of the Renewal Term, the Basic Rent for each year of the Renewal Term shall be **increased by the greater of 3% or CPI**, compounded annually. The Initial Term shall not be subject to CPI increases, only the Renewal Terms shall be subject to CPI increases.

(d) Tenant shall have no further renewal options beyond the expiration date of the 2nd Renewal Term.

(e) Landlord will not be required to give any economic concession in connection with the exercise of the Renewal Option, except as may otherwise be agreed upon by Landlord and Tenant, in writing.

(f) Except as otherwise expressly provided herein, all of the terms and provisions of this Lease shall remain the same and in full force and effect during the Renewal Term. The renewal shall be effective so long as the Tenant exercises the Renewal Option in accordance with this Section 2. The Renewal Option shall automatically terminate and become null and void and of no force or effect upon the earlier to occur of (i) the expiration or earlier termination of this Lease, (ii) the lawful termination of the Tenant's right to possession of the Premises, (iii) intentionally omitted, (iv) intentionally omitted, or (v) the failure of Tenant to timely or properly exercise the Renewal Option in accordance herewith.

3. Use. The Premises are to be used and occupied only and for no other purpose than as a **retail facility licensed by the State of New Jersey and the City of Atlantic City (the "Permitted Use")**. Except for the Permitted Use, the Tenant will not and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

4. Rent. Commencing on the Lease Date (as same may be extended as set forth in Paragraph 1(a), the Tenant agrees to pay "Rent" to the Landlord. The term "Rent" includes the "Basic Rent" of **\$15.00 per square foot per annum, increased annually by the greater of 3%**, and the "Additional Rent" (as defined in Paragraph 5) of **\$1.88 per square foot per annum for common area expenses, increased annually by 5%**, and **\$3.75 per square foot per annum for real estate taxes, increased annually by the actual increase in the real estate taxes, calculated as a percentage (current RET bill less prior RET bill, divided by prior RET Bill)**. Rent is due annually but in monthly increments as specified in the chart in Paragraph 5. The first payment of Rent and the "Security Deposit" (as described in Paragraph 32) is due on the Lease Date. Thereafter, Rent payments shall be due on the first of every month until the end of the Term (or the end of the Renewal Term, if applicable). Tenant must pay a late charge of \$100.00 per day as Additional Rent for each payment that is more than 10 days late. This late charge is due with the next monthly Basic Rent payment. The Tenant must also pay a fee of \$75.00 as Additional Rent for any dishonored check. The Initial Term shall not be subject to CPI increases, only the Renewal Terms shall be subject to CPI increases.

5. Additional Rent.

(a) The term "Additional Rent" shall mean all payments due under this Lease other than Basic Rent. Such term includes insurance (as described in Paragraph 11), all real estate taxes, common area expenses (such as sidewalks), utility charges and all such other levies and charges which shall or may during the Term be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Premises or by reason of the use or occupancy of or any transaction or activity carried on or conducted in the Premises, together with all interest and penalties thereon as may be assessed if Tenant should fail to make timely payment thereof.

(b) If Tenant shall default in the performance of any provision, covenant or condition on its part to be performed under this Lease beyond the expiration of applicable notice and cure periods, Landlord may, at its option after giving Tenant an advance 30-day notice or 10-day notice (for failure to timely pay the Rent), perform the same for the account and at the expense of Tenant. If Landlord at any time shall be compelled to pay or elects to pay any sum of money or do any act which requires the payment of any sum of money by reason of the failure of Tenant to comply with any provision of this Lease after any applicable notice or cure period, or if Landlord incurs any reasonable out-of-pocket expense in prosecuting or defending any action or proceeding by reason of any default of Tenant under this Lease, the sums so paid by Landlord with legal interest (with interest thereon at the rate of five percent (5%) in excess of the then preceding prime lending rate in effect at Citibank, N.A. at its New York, New York offices, or its successor (hereinafter referred to as the "Lease Interest Rate")), shall be due from and be paid by Tenant to Landlord within 10 days of demand as Additional Rent.

6. Repairs and Care. Tenant shall keep and maintain the Premises and all fixtures and equipment of Tenant's therein. Landlord agrees to make all necessary repairs to the structural parts of the Premises and its roof, foundations, exterior surfaces and walls of the Building and all mechanical systems serving the Premises which do not exclusively service the Premises. Landlord shall also be responsible for any sidewalk repair. However, Landlord shall not be required to make any repairs caused or occasioned by any act, omission or negligence of Tenant, any subtenant or concessionaire of Tenant, or any of their respective officers, employees, agents, customers, invitees or contractors. Any repairs by Landlord shall be made promptly and any delay by Landlord to make such repair shall not be grounds for Tenant to refuse or delay the payment of monthly rent, if such delay is not within the control of Landlord. At the expiration of this Lease, Tenant shall surrender the Premises in good condition and broom clean, except for reasonable wear and tear and damage caused by fire or casualty (except which Tenant is required to repair hereunder, if at all). Under no circumstances shall the Tenant be required to remove any alteration or improvements (initial or otherwise) made to the Premises for Tenant's use and occupancy of the Premises.

7. Alterations and Improvements.

(a) Landlord shall, at its sole cost and expense and prior to the Commencement Date, complete the "Landlord's Work", as more particularly set forth on Exhibit C annexed hereto and made part hereof. Tenant may inspect the Premises prior to the Commencement Date. Tenant's execution and delivery of this Lease shall be deemed Tenant's acceptance of the condition of the Premises.

(b) Tenant may make alterations and improvements to the Premises with the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations and improvements to the Premises shall be made in accordance with all applicable laws and shall at once, when made or installed, be deemed to have attached to the Premises and to have become the property of the Landlord, subject to the reasonable use by the Tenant during the Term. All alterations and improvements to the Premises made by Tenant shall be at Tenant's sole risk and expense, and Tenant shall indemnify and hold Landlord harmless from all expenses, liens, claims or damages to either persons or property arising out of, or resulting from all such actions by Tenant. Nothing in this Paragraph 7(b) shall be deemed to prevent the Tenant from removing any fixture, equipment, personal property or inventory from the Premises at any time during the Term.

- (c) All alterations and improvements to the Premises shall remain for the benefit of the Landlord at the end of the Term (or the end of the Renewal Term, if applicable), in as good order and condition as they were when installed, reasonable wear and tear excepted. Notwithstanding the foregoing, if at the time Landlord grants its consent to an Alteration, Landlord directs the Tenant to remove any or all of the additions, improvements, fixtures, and installations which were placed in the Premises by the Tenant, then Tenant shall promptly remove and dispose of all items designated by the Landlord, and shall repair all damage caused by that removal. Tenant shall not be required to remove any walls, flooring or ceiling work previously approved by Landlord to be installed when vacating the space, nor shall the Tenant be required to remove any initial alteration made by Tenant at the beginning of the Term for its use and occupancy of the Premises. If Tenant fails to promptly remove designated items and to make repairs, as provided for above, then Landlord may remove those items and make repairs at Tenant's reasonable expense.
- (d) Notwithstanding anything to the contrary set forth in this Paragraph 7, Tenant may make non-structural alterations to the Premises, without Landlord's prior consent, provided such alterations do not: (i) require municipal approval; (ii) affect any Building systems or life-safety systems; (iii) cost in excess of \$50,000.00 in any twelve (12) month period.

8. Signs. The Tenant may place signs upon, in or about the interior or exterior of the Premises, subject to Landlord's written consent, which consent shall may be withheld or conditioned. Any signs permitted by the Landlord will at all times conform to all municipal ordinances or other laws and regulations applicable thereto. Additionally, at the end of the lease, the Tenant shall remove signage, either by removing a physical structure or re-painting the area with the original color. In the event that it is not restored prior to the end of the lease, the Landlord shall restore the Premises and charge the Tenant the actual cost thereof to have the wall re-painted.

9. Compliance with Laws etc. The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all governmental or public authorities and of all their subdivisions, applicable to the specific manner of use and occupancy of the Premises by Tenant (including, without limitation, any state and municipal cannabis retail facility licenses, any land use application, any required rental certificate of occupancy and workers compensation coverage), and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance relating to the use of the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense. Landlord shall reasonably cooperate with Tenant in its endeavors to obtain the necessary licenses and the compliance instruments described in the first sentence of this Section, including but not limited to supplying any necessary information concerning the Premises and signing any applications.

10. Assignment and Subletting.

- (a) The Tenant will not assign, mortgage or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof, without Landlord's written consent. In connection with any assignment or sublease, the Tenant will pay the Landlord, as Additional Rent, the Landlord's reasonable out-of-pocket expenses, up to a maximum of \$1,500.00 per assignment or sublease, in connection with each such assignment or sublease. Any assignment or subletting will be on such terms and conditions as the Landlord may reasonably require as a condition of the Landlord's consent. The restrictions on assignment and subletting will also apply to: (i) any assignment or subletting that occurs by operation of law (including by reason of the death of the Tenant, if the Tenant is an individual); or (ii) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings. Notwithstanding the above, the Landlord may refuse an assignment or sublet if the applicant is unable to provide a creditworthiness and financials reasonably acceptable to the Landlord.
- (b) If this Lease is assigned, or if the Premises or any part thereof are sublet or occupied by anyone other than the Tenant (whether or not with the consent of the Landlord), the Tenant shall nevertheless remain principally liable for the payment of rent and for performance of all the other terms of this Lease required to be performed by the Tenant. The consent by the Landlord to an assignment or sublease shall not be construed to relieve the Tenant from obtaining the consent in writing of the Landlord to any further assignment or sublease. Any such assignment or sublease without the prior written consent of the Landlord shall be void, and shall, at the option of the Landlord, constitute a default by Tenant under this lease.

11. Utilities. Tenant is responsible for and shall pay to the Landlord or utility provider, on a monthly basis, the cost of all utilities, including, without limitation, electric usage and domestic water and sewer charges associated with or applicable to the Premises. If the charges are paid to Landlord, there shall be no mark-up above amounts charged to Landlord by the applicable utility company. Landlord shall have the option to determine the amount of utility consumption from the Premises either by way of a meter or check meter installed in the Premises by Landlord at Tenant's cost. Tenant will have the right, if able to and its sole-discretion, to pay separately metered utilities (electric, water, gas). Tenant will pay any costs associated with providing any sub-meter metering. In such event, Tenant shall pay the amounts due for such utility directly to the utility provider. Landlord shall reasonably cooperate with Tenant in connection with its endeavors to have any utility separately metered, including but not limited to signing applications. Landlord represents that the utilities serving the Premises are not separately metered, except for the electric (which is submetered).

12. Liability Insurance. The Tenant, at Tenant's own cost and expense, will obtain or provide and keep in full force for the entire Term:

(a) All risk property insurance coverage ("Special Form" or its then equivalent successor) which shall include fire, theft, vandalism, malicious mischief and sprinkler leakage, Tenant's merchandise, furniture, fixtures, equipment, inventory, decorations and improvements and all items of personal property in, on or about the Premises in the event of a loss, in an amount adequate to cover 100% of the cost of full replacement thereof without deduction for depreciation, and with a deductible amount of not more than \$10,000.00; and

(b) All inclusive "Commercial General Liability" insurance (or its then equivalent successor), to be in the minimum amount of \$2,000,000.00 per occurrence and with an aggregate limit of at least \$4,000,000.00, together with products liability insurance for merchandise offered for sale or lease from the Premises (if applicable to Tenant's business), workers compensation coverage as required by law. Landlord and any mortgagee of Landlord of which Tenant has been given the name and address shall be named as an additional insured on a primary basis under the policy providing the coverage required in this Paragraph 11(b) (except for workers compensation coverage) which shall protect against assumed or contractual liability under this Lease with respect to the Premises and protecting against assumed or contractual liability under this Lease with respect to the Premises and the operations of Tenant in, on or about the Premises. Tenant shall also obtain all insurance coverages required to operate its business at the Premises including, without limitation, workers compensation coverage. If Tenant fails to procure the required insurance and fails to cure such failure within ten (10) days after receipt of written notice from Landlord, Landlord may, but shall not be required to, obtain same for Tenant and Tenant shall reimburse Landlord, within 30 days of demand, for the cost thereof as Additional Rent. Failure by tenant to keep in full force Liability insurance as required herein for the benefit of the Landlord and Tenant shall be a material default of the lease.

13. Indemnification. The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including reasonable attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 13) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, licensees, guests, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant at the Premises, except those payments, expenses, costs and reasonable attorney fees arising as a result of Landlord's or Landlord's agent's negligence or misconduct. Landlord shall indemnify, defend, and hold harmless Tenant from and against any and all actual loss, cost and expense, including reasonable attorney's fees, caused by the willful act, failure to act, or negligence of Landlord, its agents, employees or licensees, or breach by Landlord of any of its obligations and covenants hereunder in this lease.

14. Mortgage Priority. This Lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. Such mortgages will have preference and be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any reasonable instruments, without cost, which may be deemed reasonably necessary to further effect the subordination of this Lease to any such mortgages, provided such instruments contain reasonable or standard non-disturbance provisions. A refusal by the Tenant to execute such instruments is a default under this Lease.

15. Condemnation; Eminent Domain. If any material portion of the Premises or the Building of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease at the option of the Landlord or Tenant, will terminate, and the term hereof will end as of such date as the Landlord or Tenant fixes by notice in writing, effective as of the date of taking. Upon such termination, any prepaid rent shall be returned to Tenant together with the Security Deposit. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord.

16. Fire and Other Casualty. If there is a fire or other casualty Premises, the Tenant will give prompt notice to the Landlord. If the Premises are partially damaged by fire, the elements or other casualty, the Landlord will repair the same as speedily as practicable to the condition existing on the day immediately prior to the casualty, but the Tenant's obligation to pay the Rent hereunder will not cease, but shall be reduced, proportionately, by the square footage of the Premises that is damaged. If the Premises are so substantially damaged as to render them un-tenantable for Tenant's use, then the Rent will cease until such time as the Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then Landlord shall provide written notice to Tenant of its election to terminate this lease; the Rent will be paid up to the time of such destruction, and: this Lease will terminate as of the date of such destruction. The Rent, and any Additional Rent, will be apportioned as of the termination date, and any Rent paid for any period beyond that date will be repaid to the Tenant along with the return of the Security Deposit. However, the preceding provisions of this Paragraph 15 will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or its agents, employees, licensees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the Rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. Notwithstanding anything to the contrary herein, if any damage or destruction to fifteen (15%) percent or more of the demised premises or access to the demised premises is prevented by fire or other casualty, then (i) intentionally omitted, and (ii) Tenant may cancel this Lease if the repair is not fully completed within six (6) months following the date of such damage or destruction, or if the damage or destruction is of such a nature that it cannot be reasonably completed within six (6) months from the date of occurrence. If any damage or destruction of the demised Premises occurs at any time during the last year of the term of this Lease or any renewal term thereof, Tenant shall have the option to cancel this Lease on thirty (30) days written notice to Landlord, which termination shall be effective on as of the date of the casualty. The Tenant is liable for any loss, injury or damage to any person or property at the Premises caused by the act or neglect of the Tenant or the Tenant's employees. The Tenant shall defend the Landlord from and reimburse the Landlord for all liability and cause resulting from any injury or damage occurring in the Premises due to the act or neglect of the Tenant or the Tenant's employees. Tenant shall indemnify and hold harmless the Landlord from and against any and all claims relating to personal injuries to third persons arising out of the Tenant's activities at the Premises.

17. Reimbursement of Landlord. If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease beyond any applicable notice or cure period, the Landlord may, upon 30 days' notice to Tenant, carry out and perform such conditions at the reasonable cost and expense of the Tenant, which amounts will be payable within thirty (30) days of demand, to the Landlord as Additional Rent. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.

18. Increase of Insurance Rates. If by reason of the particular manner of use to which the Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards increase, the Tenant will, within 30 days of demand, pay to the Landlord, as Additional Rent, the amounts by which the premiums for such insurance are increased.

19. Inspection and Repair. The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on at least 24 hours prior written notice (except in the case of an emergency), with a representative of Tenant present, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. The Landlord will be allowed access in compliance with the Tenant's Visitor Policies (which shall be provided by Tenant before operations commence). This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs. Any entry into the Premises by Landlord shall be during hours other than Tenant's normal business hours. Any work performed within the Premises shall be done with reasonable dispatch and diligence. During the prosecution and immediately after the completion of any repairs or construction in and to the demised premises, Landlord shall clean the Premises and shall remove any tools, equipment, supplies, and debris therefrom. Whenever Landlord shall enter upon or be present in the Premises, Landlord shall exercise all reasonable efforts to safeguard all persons and property in the Premises from any injury or damage that may be occasioned thereby and shall minimize any interference with Tenant's business operation that may be occasioned thereby. Any such entry by Landlord, including its agents, employees or other representatives, shall be subject to, and conducted in accordance with, all applicable state and local laws related to the Permitted Use.

20. Right to Exhibit. The Tenant will permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to persons wishing to purchase the Premises upon reasonable prior written notice and during reasonable hours, with a representative of Tenant present, and Tenant agrees that on and after 120 days next preceding the expiration of the Term, the Landlord or the Landlord's agents, employees or other representatives will have the right to place "for let" signs not exceeding 2' x 2' on the front of the Premises or any part thereof, offering the Premises for Rent or for sale; and the Tenant will permit the same to remain thereon without hindrance or molestation. The Tenant will permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to prospective mortgagees of the Premises and to persons wishing to rent the Premises within the last 6 months of the Term by providing reasonable prior written notice to Tenant and during reasonable hours, with a representative of Tenant present.

21. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

22. Events of Default; Remedies upon Tenant's Default. The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of Basic Rent or any Additional Rent within 10 days after receipt of written notice from Landlord that such payment is due; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within 30 days after the Landlord gives the Tenant written notice of such default, provided, however, that if the nature of the default is such that same cannot reasonably be expected to be cured within thirty (30) days, it shall not be a default hereunder provided that Tenant commences the cure of said default within said thirty (30) day period and thereafter diligently prosecutes same until completion; (c) the death of the Tenant (if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e) the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy, insolvency or receivership proceeding against the Tenant which is not dismissed within sixty (60) days after the filing thereof; (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets which is not dismissed within sixty (60) days after the appointment thereof; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (i) intentionally omitted; (j) intentionally omitted; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale (other than a foreclosure sale of the building in which the Premises are located in connection with an action commenced against Landlord). If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or *as may be permitted by law*, without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the Premises by summary proceedings. The Landlord may then re-let the Premises and receive the Rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be reasonably necessary; and second to the payment of the Rents due hereunder. The Tenant will remain liable for such Rents as may be in arrears and also the Rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the Rents reserved hereunder and the Rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

23. Termination on Default. If an Event of Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant ten (10) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises without liability for damage.

24. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person resulting from the carelessness, negligence or improper conduct on the part of any other tenant or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the negligence or misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors or Landlord's breach of this Lease.

25. Non-Waiver by Landlord. The various rights, remedies, options and elections of the Landlord under this Lease are cumulative. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease or the acceptance by the Landlord of any installment of Rent after any breach by the Tenant, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.

26. Non-Performance by Landlord and Tenant. (a) Except as provided herein, this Lease and the obligation of the Tenant to pay the Rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord. If service essential to Tenant's use and enjoyment of the Premises, including but not limited to electricity, water/sewer, heating and air-conditioning, is discontinued as a result of Landlord's (or its agents, employees or contractors') negligence or actions, and is not restored by Landlord within five (5) business days, the Basic Rent and Additional Rent shall be abated for the period of time Tenant is without such service and Tenant shall have the right, but not the obligation, to take action to restore such services and utilities and Landlord shall pay Tenant's reasonable cost thereof promptly upon demand, or deduct Tenant's cost of such performance from the next installment or installments of Rent becoming due; (b) In the case of any force majeure event in which Tenant is not legally permitted to operate its business for the Permitted Use by reason of a governmental mandate in excess of thirty (30) days, all Basic Rent obligations under this Lease shall abate until Tenant is permitted to legally operate in the Premises. However, Tenant shall continue to pay all Additional Rent obligations under this Lease during such period.

27. Damages and Eviction. Notwithstanding anything to the contrary herein, the Tenant is liable for all damages caused by the Tenant's violation of any agreement in this Lease beyond the expiration of applicable notice and cure periods. This includes reasonable attorney's fees and costs. After eviction Tenant shall pay the Rent for the Term or until the Landlord re-rents the Rental Space, if sooner. If the Landlord re-rents the Rental Space for less than the Tenant's Rent, the Tenant shall pay the difference until the end of the Term. The Tenant shall not be entitled to any excess resulting from the renting. The Tenant shall also pay (a) all reasonable expenses incurred by the Landlord in preparing the Rental Space for re-renting (other than any tenant build-out) and (b) commissions paid to a broker for finding a new tenant. For the avoidance of doubt, any reference to "Term" herein this Section 27 shall refer only to the then current Term of this Lease and shall not include any subsequent Renewal Term of this Lease.

28. Mercantile License. Tenant shall be responsible for maintaining a mercantile license in accordance with local rules and regulations of the City of Atlantic City (AC code section 170-1, et. seq.).

29. Security & Surveillance. Tenant shall maintain adequate physical security personnel & surveillance at the property and shall not permit any loitering in front of the property. In light of the property having residential apartments above the Premises, the retail space shall only operate during normal business hours, as to not unreasonably interfere with the quiet enjoyment of other tenants. Failure to comply with this clause and failure to cure such failure within 72 hours after receipt of notice from Landlord shall be a material breach of the Lease agreement. Tenant may maintain a CCTV system in and outside of the Premises. Additionally, Tenant may implement such other security measures, including hiring a third party security agency to monitor the Premises at such times as Tenant deems reasonably necessary.

30. Sublease or Assignment Excess Rents. Landlord shall be entitled to fifty percent (50%) of the excess rent due under this lease from a sublease of any or all of the Premises, on a per square foot basis, less Tenant's reasonable costs incurred associated with the subletting. Lessee shall provide all information reasonably requested by Landlord relating to the determination of such Excess Rents.

31. Holding Over. This lease shall automatically terminate and be of no further force or effect upon the expiration of the Term, and any holding over by Tenant after such expiration without Landlord's consent, shall not constitute a renewal hereof or provide Tenant with any rights hereunder except that Tenant shall be deemed to be in possession of the Premises on a month-to-month tenancy commencing on the first day following the expiration of this Lease and a tenant at sufferance of Landlord. Any such tenancy shall be subject to the terms and conditions herein contained, except the monthly Base Monthly Rent shall be twice the last Base Monthly Rent on a per diem basis, and said tenancy may be terminate at any time upon thirty (30) days' written notice by Landlord to Tenant.

32. Validity of Lease. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect. Notwithstanding the foregoing, the parties hereto acknowledge that the Permitted Use and activities otherwise involving the sale, possession or use of cannabis may still be subject to Federal action. Pursuant to the foregoing, the parties hereby agree that each party shall be individually responsible for any attorney's fees and costs associated with defending any Federal action. By way of example, if there is a Federal action against both the Landlord and the Tenant, the Landlord shall pay its own attorney's fees and costs associated with the action and the Tenant shall pay its own attorney's fees and costs associated with the action. Additionally, the parties hereby agree to waive illegality as a defense to any contract enforcement action.

33. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner. Email shall also be an effective means of notice but, for default notices, is the notice must also be sent pursuant to another permitted method as set forth herein. Notices shall be deemed given upon receipt or upon notice that same has been refused. Attorneys may give notices on behalf of their respective clients..

34. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the Rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease, as same may be extended..

35. Entire Agreement. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and the Tenant.

36. Liens. If any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, within 45 days of Tenant's actual notice or, if the Tenant has not otherwise been notified, within 30 days of written demand from Landlord, at the Tenant's own cost and expense, cause such lien or liens to be bonded or satisfied, and discharged of record together with any lien claims that may have been filed. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

37. Waiver of Subrogation Rights. The Landlord and the Tenant each waives all rights of recovery against the other or the other party's agents, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which such party is insured. The Landlord and the Tenant will, to the extent available at no additional charge, obtain from the each party's respective insurance carriers and will deliver to the other party, waivers of the subrogation rights under the respective policies.

38. Security. The Tenant has deposited with the Landlord the sum of **\$7,736.25** (the "Security Deposit") as security for the payment of the Rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Such Security Deposit will be returned to the Tenant, without interest, within 30 days after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not then in arrears in Rent. During the Term, the Landlord may, if the Landlord so elects, have recourse to such Security Deposit, to make good any default by the Tenant after the expiration of any applicable notice or cure period, and the Tenant will, on demand, promptly restore the Security Deposit to its original amount. The Landlord will assign or transfer the Security Deposit, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to the Premises, and the assignee will become solely liable for the repayment thereof as provided in this Lease, and the assignor will be released by the Tenant from all liability to return such Security Deposit. This provision will be applicable to every change in title and does not permit the Landlord to retain the Security Deposit after termination of the Landlord's ownership. Beginning on first day of the first 5-year Renewal Term (if applicable) and during each successive 5-year period of the Renewal Term, the Security Deposit shall at all times be no less than an amount equal to two (2) months Basic Rent plus Additional Rent as the same is due on the first day of any given Renewal Term.

39. Tenant's Repairs & Maintenance. The Tenant shall:

- i. Promptly comply with all laws, orders, rules and requirements pertaining to the Premises and Tenant's particular use thereof, including those of governmental authorities, insurance carrier, board of fire underwriters, lien or mortgage holders, or similar groups for which Tenant has been given written notice.
- ii. Maintain the Rental Space and equipment and fixtures in good repair and appearance.
- iii. Make all necessary non-structural repairs to the Rental Space, any HVAC which exclusively services the Premises, and all equipment and fixtures in it.
- iv. Maintain the Rental Space in a neat, clean, safe and sanitary condition and regularly dispose of all garbage.
- v. Keep the walks, driveway, hallways clean and free from trash debris snow and ice.
- vi. Promptly replace all broken glass in the Rental Space.
- vii. Maintain and repair all necessary lighting fixtures, or bulbs which illuminate inside and outside the building.
- viii. Maintain and make necessary repair of the signage, entrance gate, plumbing, cooling (HVAC), heating and electrical systems within the demised Premises which exclusively service the Premises. However, Landlord shall maintain, repair and replace the HVAC system if such system services the Premises and other parts of the Building. If the HVAC system is exclusive to the Premises, notwithstanding Tenant's maintenance obligations, Landlord shall replace any HVAC unit or system which is beyond repair.

Excepting any Landlord specific obligations stated herein, the Tenant shall pay any expenses involved in complying with the above.

Notwithstanding the foregoing, Tenant shall make all repairs occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, licensees, guests, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant at the Premises, except those payments, expenses, costs and reasonable attorney fees arising as a result of Landlord's or Landlord's agent's negligence or misconduct.

40. Estoppel Certificates. The Tenant will at any time and from time to time, upon not less than 10 business days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the Rent, Additional Rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge.

41. Severability. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause to the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

42. Number and Gender. In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

43. Landlord's Representations. Landlord warrants and represents that, to the best of its knowledge: (a) there are no asbestos-containing building materials or other hazardous substances or biological/environmental contamination on, in or about the Premises, including underground storage tanks; (b) there is no past or current flooding or other condition of chronic water intrusion associated with the Premises; and (c) no proceeding or action for condemnation or eminent domain for the Premises or Building exists. In no event shall Tenant be held liable for environmental conditions existing prior to Tenant's occupancy or for conditions not specifically caused by Tenant or arising out of Tenant's use of the Premises.

44. Landlord's Compliance. Landlord represents and warrants that it is not aware of any violation of law affecting the Building or the Premises. Landlord agrees to comply or cause compliance with all present and future laws, orders, statutes, ordinances (including building codes and zoning regulations) insurance requirements of all federal, state, municipal or local authorities, departments, bureaus, agencies, boards (including the Board of Fire Underwriters, Insurance Service office) and other governmental authorities having jurisdiction thereof with respect to the Premises and the Building, except to the extent such compliance relates directly to Tenants specific manner of use or occupancy of the Premises.

45. Execution Counterparts. This Lease may be executed in one or more Counterparts, each of which may be assembled so as to constitute one (1) original document. Electronic PDF and/or DocuSigned signatures shall constitute originals for purposes of this Lease.

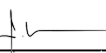
Signature page to follow

IN WITNESS WHEREOF, the parties have signed this Lease as of the Lease Date.

Witnessed or Attested by:


1722-1724 ATLANTIC AVE, LLC

/s/ Menashe Oved
5/16/2022

By: 
Name: Joseph M. Weinstein
Title: Managing Member 5/16/2022

Honeybuzz Farms, LLC


5/16/2022

By: 
Name: Mary Alexis Cimer
Title: Managing Member Tenant 5/16/2022

RIDER ATTACHED TO AND MADE A PART OF LEASE MADE AS OF May __, 2022 BETWEEN 1722-1724 ATLANTIC AVE, LLC, AS LANDLORD, AND Honeybuzz Farms, LLC, AS TENANT

All of the Paragraphs and provisions contained in this rider are incorporated into the main Lease and made a part thereof with the same force and effect as it therein originally set forth. If there shall be any inconsistencies between this rider and the main Lease herein, this rider shall control and take precedence over the main Lease.

46. Use. The Premises are to be used and occupied only and for no other purpose than as a **cannabis or other retail facility licensed by the State of New Jersey and the City of Atlantic City (the "Permitted Use")**. Except for the Permitted Use, the Tenant will not and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. **When the tenant no longer leases the property the tenant will cease cannabis operations on the premises and all cannabis will be removed from the premises.**

47.

EXHIBIT A

PERSONAL GUARANTY

This Guaranty (the "Guaranty") is made on May _____, 2022, by **MARY ALEXIS CIMERA**, who is an individual over 18 years of age residing at _____, social security # _____ 153-66-0710 _____ (the "Guarantor").

RECITALS

WHEREAS, **1722-1724 ATLANTIC AVE, LLC** ("Landlord") is about to execute a lease ("Lease") (to which this Personal Guaranty is made a part) with **Honeybuzz Farms, LLC** ("Tenant"), which Lease is for a term of one (5) years (with options to renew), in connection with the rental of the **Ground Floor**, consisting of approximately 3,000 square feet (the "Premises"), at **1724 Atlantic Avenue**, Atlantic City, NJ (the "Building"); and

WHEREAS, the Lease calls for the payment of rent and other charges as set forth therein; and

WHEREAS, the undersigned Guarantor is a member/shareholder of Tenant; and

WHEREAS, Landlord is unwilling to execute the Lease unless the undersigned Guarantor executes and delivers this Guaranty.

NOW, THEREFORE, for and in consideration of the execution of the Lease by Landlord, Guarantor hereby guarantees, unconditionally and absolutely, to Landlord, its successors and assigns (without requiring any notice of non-payment, non-keeping, non-performance or non-observance or proof of notice or demand whereby to charge Guarantor all of which Guarantor hereby waives):

1. The payment and full performance and observance of all of the covenants, conditions and agreements provided in the Lease to be performed and observed by the Tenant, the Tenant's successors and assigns, and expressly agrees that the validity of this Guaranty and the joint and several obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the granting by the Landlord of any indulgences to the Tenant or by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies to the Landlord's pursuit of the provisions of the within Lease or by the release of the Tenant from any of the Tenant's obligations under said Lease by operation of Law or otherwise (including, but without limitation, the rejection of the said Lease in connection with proceedings under the bankruptcy laws now or hereinafter enacted); the undersigned hereby waiving all suretyship defenses (collectively, the "**Guaranteed Obligations**").

2. Guarantor's liability under this Guaranty shall be primary and that, in any right of action which shall accrue to the Landlord under said Lease, the Landlord may, at Landlord's option, proceed against the undersigned (or either of them) and the Tenant, jointly or severally, and may proceed against the undersigned without having commenced any action against or having obtained any judgment against the Tenant.

3. The failure of the Landlord to insist in any one or more instance upon a strict performance or observance of any of the terms, provisions or covenants of the foregoing Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of the rent with knowledge of the breach of any provision of the foregoing Lease shall not be deemed a waiver of such breach.

4. No subletting, assignment or other transfer of the within Lease, or any interest therein, shall operate to extinguish or diminish the liability of the undersigned Guarantor under this Guaranty, and, wherever reference is made to the liability of the Tenant named in the within Lease, such reference shall be deemed likewise to refer to the undersigned Guarantor. Notwithstanding the foregoing, upon an assignment of the Lease, if Tenant provides Landlord with a replacement guarantor reasonably acceptable to Landlord and such replacement guarantor executes a guaranty substantially similar to this Guaranty, Guarantor shall thereafter be released.

5. Guarantor agrees to pay all expenses and fees, including reasonable attorney's fees, which may be incurred by Landlord enforcing the terms or provisions of this Guaranty. It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the respective successors and assigns of the Landlord, and shall be binding upon the successors and assigns of the undersigned.

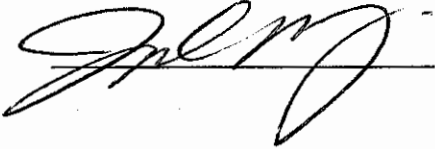
Notwithstanding anything herein to contrary, the PG provided by the Guarantor shall decline in accordance with the schedule below:

Year	Guaranty Percentage (%)
Year 1	100%
Year 2	75%
Year 3	50%
Year 4	25%
Year 5	0%

6. Notwithstanding the foregoing or anything herein to the contrary, in the event that Tenant vacates and surrenders the Premises to Landlord without objection, provides written notice to Landlord of its intent to surrender the Premises which shall include the date of such surrender ("Surrender Date"), Tenant pays all Fixed Rent, Additional Rent and any additional payments due to Landlord through the date which is 60 days following the Surrender Date, and provides a written release of any claims or defenses against all Landlord's Parties, then Guarantor's liability under this Guaranty shall be limited to the Guaranteed Obligations which accrue under the Lease through the Surrender Date.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed on May 16, 2022.

Witnessed By:

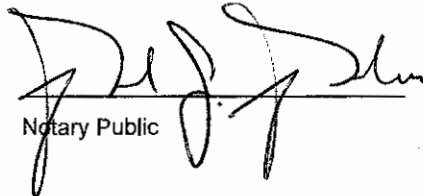

MARY ALEXIS CIMERA

STATE OF NEW JERSEY

COUNTY OF Ocean SS.:

I CERTIFY that on this on May 16, 2022, **Mary Alexis Cimera** personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Guaranty; and,
- (b) executed this Guaranty as his voluntary act and deed.


Notary Public

PAUL J. PARKER
NOTARY PUBLIC OF NEW JERSEY
Commission # 80142534
My Commission Expires 11/5/2025

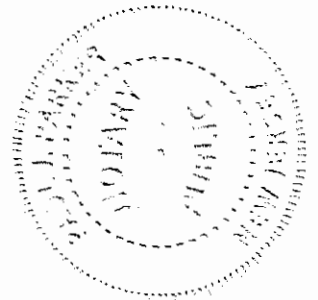


EXHIBIT B
TENTATIVE RENT SCHEDULE

Year	Term Start	Rent	CAM	RET	Total	Monthly
1	6/1/2022	45,000.00	5,640.00	11,250.00	61,890.00	5,157.50
2	6/1/2023	46,350.00	5,922.00	11,812.50	64,084.50	5,340.38
3	6/1/2024	47,740.50	6,218.10	12,403.13	66,361.73	5,530.14
4	6/1/2025	49,172.72	6,529.01	13,023.28	68,725.00	5,727.08
5	6/1/2026	50,647.90	6,855.46	13,674.45	71,177.80	5,931.48
6	6/1/2027	52,167.33	7,198.23	14,358.17	73,723.73	6,143.64
7	6/1/2028	53,732.35	7,558.14	15,076.08	76,366.57	6,363.88
8	6/1/2029	55,344.32	7,936.05	15,829.88	79,110.25	6,592.52
9	6/1/2030	57,004.65	8,332.85	16,621.37	81,958.88	6,829.91
10	6/1/2031	58,714.79	8,749.49	17,452.44	84,916.73	7,076.39

***Schedule is subject to change in accordance with the terms of the lease, including but not limited to, CPI increases.**

Rent. The Tenant agrees to pay "Rent" to the Landlord. The term "Rent" includes the "Basic Rent" of \$15.00 per square foot per annum, increased annually by the greater of 3% or CPI (only during renewal), and the "Additional Rent" (as defined in Paragraph 5) of \$1.88 per square foot per annum for common area expenses, increased annually by the greater of 5% or CPI (only during renewal), and \$3.75 per square foot per annum for real estate taxes, increased annually by actual increase in real estate taxes.

EXHIBIT C

LANDLORD'S WORK

- Remove all debris and personal property;
- Deliver in broom swept condition'



ATLANTIC REALTY MANAGEMENT
APARTMENTS | COMMERCIAL | RENTALS

1724 Atlantic Ave
Ground Floor
Atlantic City, NJ 08401
Attn: Honeybuzz Farms, LLC
Mrs. M. Alexis Cimera

Auto-Withdraw ACH Form
Please complete this form and mail to:
1722-1724 Atlantic Ave, LLC
ATLANTIC REALTY MANAGEMENT

Complete the attached Auto-Withdraw Enrollment Form below and mail it to 1722-1724 Atlantic Ave, LLC. Be sure to include a voided check or a letter on a bank letterhead showing your bank account number and the bank ABA number. If you have any questions, please contact us or your financial advisor.


1. Account Information

Name of Bank: Valley
Personal Name (Matching Account): Honeybuzz Farms LLC
Street Address: 718 Charlotte St.
City: Toms River
State: NJ
Zip: 08753
Bank Account Number: 42884624
Bank Routing Number: 021201383
Email Address: Alexis.Cimera@gmail.com

2. Auto Pay Withdraw Date

I/We hereby authorize Buildium Management, to withdraw automatically from the account(s) listed above the amount on each invoice on the 1st of each month:

3. Authorization

Signature 



March 21, 2022

Honeybuzz Farms, LLC
718 Charlotte Street
Toms River, NJ 08753

Dear Mary Alexis Cimera,

As per your request, indicated below are the
instructions for ACH/Incoming Wires for Honeybuzz Farms, LLC

Account Name - Honeybuzz Farms, LLC
Account Number - 42884624

Valley National Bank Routing number - 021201383

If you need any further information, please feel free to contact
me. Regards,

Francine McCarthy

Francine McCarthy
Client Acquisition Specialist, AVP
Valley National Bank
1455 Valley Road,
Wayne, NJ 07470

*Wired 10k 3/22
From WF Farms*

800.522.4100
1455 Valley Road
Wayne, NJ 07470
valley.com

**RIDER ATTACHED TO AND MADE A PART OF LEASE MADE AS OF May__, 2022
BETWEEN 1722-1724 ATLANTIC AVE, LLC, AS LANDLORD, AND Honeybuzz Farms,
LLC, AS TENANT**

All of the Paragraphs and provisions contained in this rider are incorporated into the main Lease and made a part thereof with the same force and effect as it therein originally set forth. If there shall be any inconsistencies between this rider and the main Lease herein, this rider shall control and take precedence over the main Lease.

46. Use. The Premises are to be used and occupied only and for no other purpose than as a **cannabis or other retail facility licensed by the State of New Jersey and the City of Atlantic City (the "Permitted Use")**. Except for the Permitted Use, the Tenant will not and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

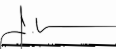
47. Other: When the tenant no longer leases the property the tenant will cease cannabis operations on the premises and all cannabis will be removed from the premises.

48. EXECUTION COUNTERPARTS. This Lease may be executed in one or more Counterparts, each of which may be assembled so as to constitute one (1) original document. Electronic PDF and/or DocuSigned signatures shall constitute originals for purposes of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have affixed their names as of the day and year first above written.

LANDLORD:

1722-1724 ATLANTIC AVE, LLC

By: 
Name: Joseph M. Weinstein 5/16/2022
Title: Member

TENANT:

HONEYBUZZ FARMS, LLC

By: 
Name: Mary Alexis Cimera 5/16/2022
Title: