

SHORT TERM LEASE AGREEMENT

This Rental Agreement (this "Agreement") is made and is effective as of the "March 1, 2016", by and between "Store Owner Randy Quiles" and "Retailer/Renter Seb Webber of Thirteen Solutions LLC."

Retailer desires to temporarily use a portion of the store front (defined below) for purposes of "Retail and promotions of Smokeless Tobacco products", and Store Owner has agreed to allow Retailer to use a portion of the store front in consideration for the Rental Fee (defined below) and upon the covenants, conditions and provisions herein set forth.

Agreement:

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed as follows:

1. **Defined Terms.** As used in this Agreement, the following capitalized terms shall have the following meanings:
 - a. "Store Front Usage Dates and Times".

May 1st 2016 – November 1st 2016, 6 Months
Monday – Saturday 10am – 6pm, Sunday 11am – 4pm

1 Day Back Yard Event from 1pm – 9pm Moderate Music, Wine, Beer, Coffee and Cider, Date N/A
 - b. "Store Front" **560 Grand Street, Store Front, Brooklyn NY 11211.**
 - c. "Rental Area" **300Sq. Ft. Store Front area including Bathroom & 1 Day Back Yard Event**
 - d. "Rental Fees" **Rent and/or other charges are to be paid at such place or method designated by the Store Owner as follows. All payments are to be made by check or money order, PayPal, debit card and cash shall be acceptable. All payments are to be made payable to Rebellion Ink, 560 Grand Street, Brooklyn NY 11211. Store Owner acknowledges receipt of rent of **\$6,700 per month. 1st Months payment must be paid on or before March 15th 2016 in order to show goodfaith and in order to hold/secure the future dates listed above.****
 - e. "Permitted Use" **For promotional and sale of Swedish Match Smokeless Tobacco, and Free coffee bar.**
 - f. "Ending Date" **Tuesday November 1st, 6pm**
 - g. Included with the space rental: All utilities **which include electricity, Wi-Fi and water.**
2. **Terms**
 - a. In consideration of the Rental Fee, Store Owner hereby agrees to allow Retailer to occupy the Rental Area for a term (the "Term") commencing on the Beginning Date and ending on the Ending Date unless terminated sooner pursuant to the terms of this Agreement. Store Owner shall use its best efforts to give Retailer possession as of the Beginning Date. If Store Owner is unable to provide the Rental Area on the Beginning Date, Store Owner shall give to Retailer a

pro rata amount of the Rental Fee equal to the number of days that Retailers possession is delayed (calculated based upon the actual number of days that Retailer would otherwise have been entitled to occupy the Rental Area). Retailer acknowledges that it is entitled to no other claim against Store Owner for any such delay.

- b. Notwithstanding the foregoing, Store Owner has the right to terminate this Agreement at any time by providing Retailer with ten (10) days prior written notice. Upon such a termination Store Owner must return to Retailer a pro rata amount of the Rental Fee for the period commencing on the later of the effective date of Store Owner's termination notice or the date that Retailer actually vacates the Rental Area and removes all of its property therefrom, whichever is later (the "End Date"), and ending on the Ending Date (such number to be calculated by multiplying the Rental Fee by a number equal to the actual number of days that Retailer would otherwise have been entitled to occupy the Rental Area between the End Date and the Ending Date divided by the actual number of days between the Beginning Date and the Ending Date that Retailer would otherwise be entitled to occupy the
3. **Rental Fee.** Retailer shall pay to Store Owner the Rental Fee as a fee for using the Rental Area during the Term, which amount is due at the time of entering into this Agreement and before Retailer occupies the Rental Area. Retailer must pay 1st month rent on or before the date provided in order to hold future dates of the rental requested (good faith payment), if renter cancels or terminates agreement prior to the first month of occupation the Retailer shall not be reimburse for the first month rent.
 4. **Access and Use**
 - a. Retailer may use the Rental Area for the Permitted Use only, and for no other use without the express written authorization of Store Owner. Retailer may not use the Rental Area for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Retailer may not install, use, generate, store or dispose of in or about the Rental Area any hazardous substance toxic chemical, or other pollutant.
 - b. Store Owner makes no representation or warranty that the Rental Area can be used for any particular use or purpose.
 - c. Retailer shall be granted access to the Rental Area during pre-defined hours unless Store Owner determines, in its sole discretion, that the Store Front will be closed. Retailer has no right to access the Rental Area at any other time unless consent is given by Store Owner.
 5. **Assignment.** Retailer may not assign its rights under this Agreement without the prior written consent of Store Owner, which consent Store Owner may grant or withhold in Store Owner's sole discretion. If Retailer attempts to assign its rights without Store Owner's consent, this Agreement and Retailer's right to use the Rental Area shall immediately terminate.
 6. **Repairs.** Store Owner shall make all necessary repairs to the Rental Area and the Store Front, provided that Retailer must reimburse Store Owner for any damage caused by or repairs necessitated due to the acts or omissions of Retailer or Retailer's employees, officers, agents, or invitees.
 7. **Condition of the Rental Area and Store Front.** Store Owner shall deliver the Rental Area in a broom clean condition. Unless otherwise agreed to by the parties in writing, Store Owner has no

obligation to make any improvements or alterations to the Rental Area. Neither Store Owner nor any agent or employee of Store Owner has made any representations or promises with respect to the Rental Area or the Store Front except as herein expressly set forth, and no right, privileges, easements or Rentals are acquired by Retailer except as herein expressly set forth. No materials provided by Store Owner shall constitute a warranty or agreement as to the configuration of the Store Front or the occupants thereof. Store Owner reserves the right from time to time to modify the Store Front and the land upon which it is located, including common areas, appurtenances and rentable areas, without in any case reducing the obligations of Retailer hereunder. Retailer, by taking possession of the Rental Area, shall be deemed to have accepted the Rental Area "as is" except as expressly provided in this Agreement and such taking of possession shall be conclusive evidence that the Rental Area and the Store Front are in good and satisfactory condition at the time of such taking of possession. In addition to and without limitation of the immediately preceding sentence, Retailer agrees that it is leasing the Rental Area on an "AS IS" basis, based upon its own judgment, and hereby disclaims any reliance upon any statement or representation whatsoever made by Store Owner.

8. **Alterations and Improvements.**

- a. Retailer may not make alterations or improvements to the Rental Area (collectively, "Alterations") without Store Owner's prior written consent, which consent may be granted or withheld in Store Owner's sole discretion and which consent may be conditioned on any terms or requirements that Store Owner deems necessary. Any Alterations must be made in a workmanlike manner utilizing good quality materials and may not be removed unless Store Owner consents to such removal. All Alterations will, upon the expiration or termination of the Term, become the property of Store Owner and shall remain on the Rental Area after the expiration of the Term. Notwithstanding the foregoing, Store Owner has the right to demand that any such Alterations be removed on or before the expiration or termination of the Term, upon such a demand, Retailer must remove, at Retailer's expense, all such Alterations and restore the Rental Area to the condition that it existed in as of the Effective Date.
- b. Retailer shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Rental Area, provided that Store Owner must grant its prior consent to any installation that fastens to any part of the Rental Area, which consent may not be unreasonably withheld or delayed. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Retailer at the commencement of the Term or placed or installed on the Rental Area by Retailer thereafter, shall remain Retailer's property free and clear of any claim by Store Owner. Retailer shall have the right to remove the same at any time during the term of this Agreement, provided that all damage to the Rental Area caused by such removal shall be repaired by Retailer at Retailer's expense prior to the expiration of the Term.

9. **Property Taxes.** Retailer must pay all personal property taxes due and owing with respect to Retailer's personal property at or on the Rental Area (including the Alterations).

10. **Casualty.** If the Rental Area or any part thereof or any appurtenance thereto, or all or any portion of the Store Front, is damaged by fire, casualty or structural defects, this Agreement and Retailer's right to possess the Rental Area shall immediately terminate unless the parties agree otherwise.

11. **Insurance; Indemnity.**

- a. Store Owner may, at its sole discretion, maintain fire and extended coverage insurance on the Store Front in such amounts as Store Owner shall deem appropriate.
- b. Retailer shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of Retailer and its agents, employees and invitees in the Store Front with the premiums thereon fully paid on or before applicable due dates, issued by and binding upon an insurance company approved by Store Owner, such insurance to afford minimum protection of not less than \$2,000,000 combined single policy limit coverage of bodily injury, property damage or combination thereof. Store Owner shall be listed as an additional insured on Retailer's policy or policies of comprehensive general liability insurance, and Retailer shall provide Store Owner with current Certificates of Insurance evidencing Retailer's compliance with this Paragraph. Retailer shall obtain (to the extent legally permissible) the agreement of Retailer's insurers to notify Store Owner that a policy is due to expire at least (10) days prior to such expiration.
- c. Retailer agrees to indemnify, defend and hold Store Owner and its partners, officers and employees and property manager harmless from and against any third party claim, loss or expense arising out of injury, death or property loss or damage (a) occurring in the Rental Area, except to the extent caused by the negligent act or intentional misconduct of Store Owner or its partners, officers or employees or property manager or (b) occurring anywhere in the Store Front or the land upon which it is located caused by Retailer, its partners, officers, employees, agents, or invitees.

12. **Utilities; Services.**

- a. Store Owner shall pay for all charges for water, sewer, gas, electricity, telephone and other services and utilities (each, a "Utility" and collectively, the "Utilities") used by Retailer on the Rental Area during the Term, provided that Store Owner has the right to charge Retailer additional fees if Store Owner determines, in Store Owner's sole discretion, that Retailer is using an unusually large amount of Utilities. Retailer shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Store Owner's reasonable opinion, overload the wiring or interfere with electrical services to the tenants in the Store Front. Store Owner shall not be liable for any failure to furnish, or for delay or suspension in furnishing, any Utilities.
- b. Store Owner has no obligation to provide any services to the Rental Area other than Utilities that are reasonably required in the ordinary course of Retailer's business.

13. **Signage.** Retailer may not install or place any signs in any portion of the Store Front without Store Owner's prior written consent, which consent may be granted or withheld in Store Owner's sole discretion. Notwithstanding the foregoing, Retailer may place signs that are permitted by applicable zoning ordinances or regulations, private restrictions, and any applicable rules or regulations promulgated by Store Owner, without Store Owner's consent so long as such signage is not permanently attached to any portion of the Rental Area, or, if such signage is attached to any portion of the Rental Area, with Store Owner's prior consent, which consent may not be unreasonably withheld or delayed. Store Owner shall assist and cooperate with Retailer, but shall have no obligation to expend any money, in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Retailer to place or construct the foregoing signs. Retailer shall repair all damage to the Rental Area resulting from the installation or removal of signs installed by Retailer.

14. **Entry.** Store Owner shall have the right to enter upon the Rental Area at all times to inspect the same and to make necessary repairs, provided Store Owner shall not thereby unreasonably interfere with

Retailer's business on the Rental Area.

15. **Parking**. Unless otherwise agreed in writing by Store Owner, Store Owner does not agree to provide any parking spaces with this Agreement, provided that Retailer and Retailer's employees, agents and invitees may use any parking spaces that are made available to the general public. Store Owner reserves the right to remove or relocate any parking spots, and further reserves the right to charge for the use of any parking spaces.

16. **Store Front Rules**. Retailer must comply with the rules and regulations of the Store Front adopted by Store Owner from time to time and will cause all of its agents, employees, invitees and visitors to do the same. Any changes to such rules and regulations will be sent by Store Owner to Retailer in writing. The initial rules for the Store Front are attached hereto as Exhibit B and incorporated herein by reference.

17. **Default**. Any of the following shall be considered a default by Retailer under this Agreement (each, a "Default"):

- a. Retailer fails to pay any amount due and owing under this Agreement within five (5) days after such amount is due;
- b. Retailer shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Retailer and such default shall continue for ten (10) days after receipt of notice from Store Owner; or
- c. Retailer shall file or have filed against it or any guarantor of this Agreement any bankruptcy or other creditor's action, or make an assignment for the benefit of its creditors.

18. **Remedy**. If a Default occurs and is continuing:

- a. Store Owner may at its sole option by written notice to Retailer terminate this Agreement;
- b. Whether or not Store Owner elects to terminate this Agreement, Store Owner may terminate Retailer's right to possess the Rental Area, evict Retailer from the Rental Area, and remove Retailer and all other persons and property therefrom;
- c. Store Owner may, but shall not be required to, make such payment or do such act, or correct any damage caused by Retailer's Default and to enter the Rental Area as appropriate in connection therewith; and
- d. Store Owner shall have, in addition to the remedies above provided, any other right or remedy available to Store Owner on account of any Default, either in law or equity. Retailer must reimburse Store Owner for any expenses incurred by Store Owner in connection with a Default, together with interest on such amounts, which interest shall accrue thereon until repaid at the rate of the lesser of (i) 8% per annum, and (ii) the highest rate permitted by applicable law. The making of such payment or the doing of such act by Store Owner shall not operate to cure such Default or to estop Store Owner from the pursuit of any remedy of which Store Owner would otherwise be entitled. In addition to all other remedies of Store Owner, Store Owner shall be entitled to reimbursement upon demand of all reasonable attorneys' fees incurred by Store Owner in connection with any Default. Neither the passage of time after the occurrence of the Default nor exercise by Store Owner of any other remedy with regard to such Default shall limit Store

Owner's rights under this Section. Retailer must also pay to Store Owner a late payment fee equal to 5% of any amount owed hereunder that remains delinquent more than five (5) days after such payment is due.

19. **Condemnation.** If all or any part of the Rental Area or the Store Front shall be taken or condemned or purchased under threat of condemnation by any governmental authority, then the Term and Retailer's right to possess the Rental Area shall cease and terminate as of the date when the condemning authority takes possession of the Rental Area and Retailer shall have no claim against the condemning authority, Store Owner or otherwise for any portion of the amount that may be awarded as damages as a result of such taking or condemnation or for the value of any unexpired Term.
20. **Subordination.** This Agreement is subject and subordinate to the lien of any mortgage, deed of trust or other lien (each, a "Lien") presently existing or hereafter arising upon the Rental Area which may now or hereafter encumber the Store Front or any land or development of which the Store Front is a part. In confirmation of such subordination, Retailer shall, at Store Owner's request from time to time, promptly execute any certificate or other document reasonably requested by the holder of a Lien. Retailer agrees that in the event that any proceedings are brought for the foreclosure of any Lien, this Agreement shall immediately terminate.
21. **Security Deposit.** The Security Deposit shall be held by Store Owner without interest (unless otherwise required by law) and as security for the performance by Retailer of Retailer's covenants and obligations under this Agreement, it being expressly understood that the Security Deposit shall not be considered a measure of Store Owner's damages in case of Default by Retailer. Unless otherwise provided by mandatory non-waivable law or regulation, Store Owner may commingle the Security Deposit with Store Owner's other funds. Store Owner may, from time to time, without prejudice to any other remedy, use the Security Deposit to satisfy any covenant or obligation of Retailer hereunder. Following any such application of the Security Deposit, Retailer shall pay to Store Owner on demand the amount so applied in order to restore the Security Deposit to its original amount. If Retailer has not committed a Default that is continuing at the termination of this Agreement, the balance of the Security Deposit remaining after any such application shall be returned by Store Owner to Retailer. If Store Owner transfers its interest in the Rental Area during the term of this Agreement, Store Owner may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.
22. **Surrender; Holdover.** Upon the expiration of this Agreement or the earlier termination of Retailer's right to possession, Retailer shall immediately vacate the Rental Area, remove all of its property therefrom, and leave the Rental Area in the condition that it existed in as of the Beginning Date, subject to the terms of Section 8 and reasonable wear and tear excepted. Any property not removed shall be deemed abandoned, and Retailer shall be liable for all costs of removal. Retailer shall indemnify, defend and hold Store Owner harmless from any cost or liability due to disposition of any property in the Rental Area. If Retailer continues to occupy the Rental Area beyond the expiration or early Termination of the Term, Store Owner may immediately evict Retailer from the Rental Area and Retailer must indemnify, defend and hold Store Owner harmless from and against any costs or expenses incurred by Store Owner due, whether directly or indirectly, to Retailer's continued occupancy of the Rental Area.
23. **Relocation.** Retailer acknowledges that Store Owner has the right to replace Retailer with a tenant in the Rental Area. If Store Owner locates a tenant that is willing to enter into a lease for the Rental Area, Store Owner may, upon providing Retailer ten (10) days' prior written notice, either (i) relocate Retailer to a comparable premises within the Store Front, provided that the square feet of the

substitute premises must be at least 95% of the square feet of the Rental Area, and Store Owner shall pay for all reasonable out-of-pocket costs Retailer incurs in connection with such relocation (but excluding any lost revenue and any other costs incurred by Retailer), or (ii) terminate the Agreement, provided that Store Owner must return to Retailer a pro-rata amount of the Rental Fee for the period commencing on the Ending Date set forth in Store Owner's notice or the date when Retailer actually vacates the Rental Area, whichever is later, and ending on the Ending Date (such number to be calculated by multiplying the Rental Fee by a number equal to the actual number of days that Retailer would otherwise have been entitled to occupy the Rental Area through the Ending Date divided by the actual number of days between the Beginning Date and the Ending Date that Retailer would otherwise be entitled to occupy the Rental Area). Except as expressly provided herein Store Owner shall have no further obligations with respect to such relocation. Upon the date of relocation specified in notice provided by Store Owner (if any): (i) Retailer shall promptly vacate and surrender its previous Rental Area in the condition required by this Agreement, time being of the essence; and (ii) the new substitute premises shall become the Rental Area for purposes of this Agreement.

24. **Violations of Law.** Retailer shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Retailer's use of the Rental Area (each, a "Law"). If Retailer violates any Law, Store Owner may terminate this Agreement by providing Retailer with ten (10) days prior written notice. Retailer must notify Store Owner if Retailer receives notice of any such violation of a Law.

25. **Americans with Disabilities Act.** In the event that any lawsuit brought by the federal Americans with Disabilities Act, any state equivalent laws, or any disabilities actions at all, against Store Owner or Retailer while Retailer uses Rental Area, Retailer shall indemnify and hold harmless Store Owner for defending against such lawsuits.

26. **Notice.** Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed to the addresses set forth in the top of page 1 of this Agreement. Store Owner and Retailer shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. Any such notice shall be deemed delivered on the date that is the earlier of (i) three days after the notice is sent, or (ii) the date that the recipient actually receives the notice.

27. **Waiver.** No waiver of any default of Store Owner or Retailer hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Store Owner or Retailer shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

28. **Memorandum of Agreement.** The parties hereto contemplate that this Agreement should not and shall not be filed for record.

29. **Headings.** The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

30. **Successors.** The provisions of this Agreement shall extend to and be binding upon Store Owner and Retailer and their respective legal representatives, successors and assigns.

31. **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

32. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State in which the Store Front is located.

33. **Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement, will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

34. **Noise.** Retailer must keep noise at a moderate level so not to disturb other tenants and/or neighbors in the Store Front.

35. **Receipt of Rental Agreement.** The undersigned Retailer/Renter have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

SEB WEBBER

Date: **MARCH 4th 2016**

Retailer/Renter Print Name



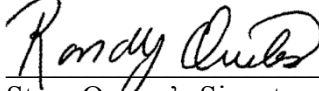
Date: **MARCH 4th 2016**

Retailer's/Renter's Signature

Randy Quiles

Date: March 1, 2016

Store Owner Print Name



Date: March 1, 2016

Store Owner's Signature