

EXHIBIT F

June 27, 2023

TERM SHEET

Re: Offer to assume Stubhub lease and extend such lease term for 8 yrs approximately of retail space occupied by Stubhub at 1412 Broadway, New York, NY ("Premises")

Dear Mike:

As owners of 1412 Broadway, New York, NY, we would like to present you with the following revised terms for the Premises. Please note that these terms are subject to the acceptance of our lender and Stubhub/Assignor:

Tenant/Assignee:	Qube USA LLC
Size:	Ground Floor Corner: Approximately 1,908 SF Lower Level: Approximately 5,100 SF
Permitted Use:	Tenant shall occupy the premises for the purpose of operating a legally licensed cannabis dispensary in accordance with the laws and regulations of the state of New York
Term:	Ten (10) Years with Two(2) Five Year Options to Extend
Rent Abatement:	Six (6) Months from Commencement Date
Security Deposit/GGG:	12 months of security deposit payable from Rent Commencement date by paying \$24,375 for 48 months. Tenant's principals will sign a good guy guaranty. Backed by 49% interest in the LLC, to be released when all payments are made.
Base Rent:	\$620,000.00 in YR 1 and \$1,170,000.00 in YR 2
Escalations:	Three Percent (3%) per year, beginning in YR 3
Tenant Improvement Allowance:	\$650,000 from Landlord and \$100,000 from Stubhub.
Real Estate Taxes:	Starting in YR 2, Tenant shall pay its proportionate share of the taxes over the base year
Lease Commencement:	Upon mutual Lease execution and delivery of Premises to Tenant
Electric:	Directly metered
Water & Sewer:	Submeter plus monitoring cost
Brokerage:	None.
Option to Terminate:	To the extent cannabis is not legal on a federal level, Landlord shall have the option to terminate the Lease by providing 180 days' notice on or after January 1, 2029

The terms herein are non-binding and are meant for negotiation purposes only. Unless and until a definite lease agreement is duly executed in writing and signed by the parties, regardless of the reason for such agreement not having been so executed, neither party shall be under any obligation to the other irrespective of this proposal and irrespective of any negotiations, agreement, or understandings heretofore or thereafter existing between parties. If the foregoing is acceptable, please sign this non-binding term sheet inform us accordingly and proceed to prepare leases as quickly as possible subject to final execution by the client.

Qube USA LLC

Print:

Title: