AMENDMENT AND ASSIGNMENT OF THE PREMISES LEASE

THIS AMENDMENT AND ASSIGNMENT OF THE PREMISES LEASE (this "Amendment and Assignment"), is made as of April 5, 2021 by and between GUDLIEF ORGANIZATION, LLC, an Alaska limited liability company, whose address is P.O. Box 397, Nome, Alaska 99762 ("Assignor"), RURAL RETAIL NORTHWEST, LLC, an Alaska limited liability company, whose address is Attn: Jason Evans, Manager, P.O. Box 241223, Anchorage Alaska 99524 ("Assignee"), and NANCY MENDENHALL, an individual person, whose address is P.O. Box 1141, Nome, Alaska 99762 ("Landlord").

RECITALS

WHEREAS, Assignor and Landlord are parties to that certain Lease Agreement, dated July 1, 2018 (as amended herein, the "Lease"), which Lease concerns approximately 600 square feet of land and the building thereon (approximately 20ft x 30ft), owned by Assignor, at 303-C West E Street, Nome, Alaska 99762 (the "Premises"); and

WHEREAS, the Landlord owns a two-story residence, storage hut, and all of the land on Lot 14, Block 55, Nome, Alaska, 99762, including the land under the Premises (collectively, the "Property");

WHEREAS, the parties acknowledge certain encumbrances on the Property, as follows: (i) encroachment permit of the City of Nome for public right-of-way to the Premises; and (ii) utility encumbrances for electric, sewer, and water services provided by the City of Nome, including all charges and fees associated therewith, which shall be for the account of Tenant for all utilities costs incurred for Tenant's use of the Premises;

WHEREAS, Assignor and Landlord desire to amend the Lease Agreement in certain respects; and

WHEREAS, Assignor also has agreed to assign to Assignee the Assignor's/tenant's interest in the Lease Agreement, Assignee has agreed to assume such interest therein, and Landlord has agreed to consent to such assignment of lease interests under the Lease.

AGREEMENT

NOW THEREFORE IN CONSIDERATION OF the promises, covenants and agreements herein contained, the parties hereby agree as follows:

1. Amendments to Lease. The parties agree to the following amendments to the Lease (collectively, the "Amendment"), which shall further be binding upon the parties and in force as of the Assignment of the Lease.

a. Term. The first sentence of Section II of the Lease, entitled "TERM", is hereby amended and restated in its entirety as follows:

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TERM. The term of this lease shall be from **the date the Alaska Marijuana Control Board approves the transfer application of license number 11119 to Rural Retail Northwest, LLC until July 1, 2058**, consisting of a **fifty-year (50) term**.

b. Rent. Section III of the Lease, entitled "RENT", is hereby amended and restated in its entirety as follows:

RENT. For the term of this Lease (until July 1, 2071), Tenant agrees to pay to Landlord rent at the rate of **$300.00 per month plus City of Nome Sales Tax as provided in NCO Sec. 17.10.020**. It is the intent of the parties to utilize a monthly rental amount based on square footage approximations and rates rather that a precise per square foot cost. Accordingly, in the event of a discrepancy between the monthly rental rate and the actual square footage of the land or square footage rate, the monthly rental rate set forth herein shall be controlling.

Rent shall be payable on or before the fifteenth (15th) day of each calendar month to the Landlord, Nancy Mendenhall, at PO BOX 1141, Nome, Alaska, or, upon Landlord's written instruction, to Robin C. Thomas, his successors and assigns. Tenant may prepay rent payments to Landlord at any time. Subject to the terms of this lease and notice and cure periods provided herein, in the event Tenant fails to make rent payments for three (3) consecutive months, this lease shall terminate as of the last day of the third consecutive month.

Rent may be paid by Tenant in the form of personal check, cashier's check, money order, or cash. If a personal check is returned by Tenant's bank for any reason, a charge of $50.00 shall be billed to Tenant's account. Tenant agrees that if a rental payment is returned uncollected or unpaid, all future rental payments must be in the form of cashier's check, money order, or cash. Late fees will be assessed until rent payment has been cleared. Payments made by the Tenant shall apply first to the oldest item for which a bill or statement has been presented, or for the earliest month's rent due.

Rent is late beginning on the 19th day of the month. If rent is not received before the 24th day of the current month, a late fee of $15.00 per day will be charged for each day that the rent is late. All late fees shall be deemed additional rent for the rental month and shall be paid and collected as such.

c. Non-disturbance. Section XIX of the Lease, entitled "SALE OR TRANSFER OF LAND DURING LEASE TERM IS PROHIBITED UNLESS APPROVED IN WRITING BY TENANT", is hereby amended and restated in its entirety as follows:

SALE OR TRANSFER OF LAND DURING LEASE TERM. Prior to any mortgage, encumbrance, sale, assignment or other transfer ("Transfer") of the real property covered by this Lease, as specified on Exhibit A, which includes a two-story house, storage hut, and land under the building at 303-C West E. Street, Nome, Alaska 99762, which is owned by Rural Retail Northwest, LLC (the

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"Building Land", and collectively, the "Property"), the Landlord and Tenant agree to the following terms:

If at any time during the term of this lease, (i) the Landlord receives a bone fide offer from a third party for the purchase of all or any part of Property or (ii) the Landlord desires to sell the Property to any third party at fair market value (in either case, an "Offer"), Landlord shall promptly notify Tenant of such Offer, and Tenant shall, in any such instance, have the right of first refusal to purchase the Property from Landlord upon the same terms and conditions as the Offer.

If Tenant fails to accept the Offer within sixty (60) days of delivery of Landlord's notice to Tenant, Landlord may, after the expiration of such time period, Transfer the Property to a third party upon the same terms and conditions as those offered to Tenant. If Tenant provides written notice to Landlord of its acceptance of the Offer within the time permitted, Landlord and Tenant shall mutually negotiate in good faith such purchase and sale of the Property with a closing to be held within thirty (30) days following delivery of Tenant's notice of acceptance.

In the event of Transfer of the Property to any party other than Tenant, Landlord shall require, as a condition precedent to any such purchase and sale, the transferee to execute and deliver a tenant non-disturbance agreement by the transferee, on terms and conditions reasonably acceptable to Tenant. In the event Tenant approves such sale, and the Property is indeed sold or transferred, voluntarily or involuntarily, the Landlord's lease obligations shall be binding on the new owner and the new owner shall assume all of the obligations and responsibilities of the Landlord under this lease.

2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, all of its right, title and interest as tenant under the Lease, as amended pursuant to the foregoing Amendment, effective as of the Effective Date (the "Assignment").

3. Assumption. Assignee, by its acceptance of the Assignment provided for in this Amendment and Assignment, hereby assumes and agrees to keep, observe and perform all of the covenants, conditions, terms and provisions under the Lease to be kept, observed and performed as the tenant of the Premises, beginning as of and continuing from the Effective Date.

4. Landlord Consent. Pursuant to Section XX of the Lease, entitled "ASSIGNMENT AND SUBLETTING", Landlord hereby consents to the Assignment of the Lease, as amended pursuant to the foregoing Amendment, by Assignor to Assignee. Landlord agrees to be liable for the performance of any obligations required to be performed as landlord under the Lease for all periods prior to and as of the Effective Date.

5. Effective Date. The effective date of this Amendment and Assignment is conditioned upon Assignee receiving approval from the Alaska Marijuana Control Board of the transfer from Assignor to Assignee of License No. 11119 (the "Effective Date").

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6. Entire Agreement. This Amendment and Assignment sets forth all the agreements, conditions and understandings between the parties affecting the Premises.

7. No Other Amendment. Except as herein otherwise specifically provided, all terms and provisions of the Lease are confirmed and ratified and shall remain in full force and effect and be unaffected hereby.

8. Counterparts. This Amendment and Assignment may be executed in any number of counterparts, by the parties hereto in separate counterparts and by facsimile or other electronic signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, Assignor, Assignee, and Landlord have duly executed this Amendment and Assignment to the Premises Lease, effective as of the Effective Date (defined above).

LANDLORD:

Nancy Mendenhall

ASSIGNOR:

GUDLIEF ORGANIZATION, LLC,
an Alaska limited liability company

By: _____
Robin Thomas, Manager

ASSIGNEE:

RURAL RETAIL NORTHWEST, LLC,
an Alaska limited liability company

By: _____
Jason Evans, Manager

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LEASE AGREEMENT

THIS LEASE, made and entered into this 1st day of July, 2018 by and between **Nancy Mendenhall**, with an address of P.O. Box 1141, Nome, Alaska 99762 ("Landlord"), and **Gudlief Organization, LLC**, an Alaska limited liability company, of PO Box 397, Nome, Alaska 99762 ("Tenant"). While payment of rent may commence prior to the approval by the Alaska Marijuana Control Board (MCB) of the transfer of license number 11119 to Gudlief Organization LLC, actual possession by Gudlief Organization LLC of premises shall not commence until approval by the MCB.

WITNESSETH:

WHEREAS, Landlord owns certain land situated in the City of Nome, State of Alaska, described commonly as **303-C West E. Street, Nome, Alaska 99762.**

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant the above described land for business purposes and on the terms and subject to the covenants and conditions provided (hereinafter referred to as the "Lease" or "Agreement"), which area, including all improvements now or hereafter to be constructed thereon, are more particularly described and referred to as the "land".

NOW, THEREFORE, for and in consideration of the mutual promises and agreements as set forth below, the sufficiency of which consideration is acknowledged, the parties agree as follows:

I. **LAND.** Landlord leases to Tenant and Tenant leases from Landlord, the land located at **303-C West E. Street, Nome Alaska 99762 Block 55 Lot 14. This lease agreement shall be only applicable to the footprint of the land under the approximate 1200 square foot building and five feet around the building and any related parking. The building, herein after referred to as "Building," is depicted on the attached and incorporated by reference Exhibit A, which identifies Building, which is owned by the Tenant; and Parking area located at the premises,** at the rental rate, and subject to all of the conditions, covenants and agreements set forth below.

II. **TERM.** The term of this lease shall be from **the date the Marijuana Control Board approves the transfer application of license number 11119 to Gudlief Organization, LLC until July 1, 2028,** consisting of **a ten-year term**. Notwithstanding the commencement date set forth above, if for any reason Landlord cannot deliver possession of the demised land to Tenant on that date, Landlord shall not be subject to any liability therefore, nor shall such failure affect the validity of this lease or the obligations of Tenant hereunder or extend the term hereof; however, in such case, Tenant shall not be obligated to pay rent until possession of the demised land is tendered to Tenant. In the event that Landlord fails to deliver possession of the demised land within thirty (30) days from the commencement date, Tenant may, at its option, cancel this lease by giving to Landlord written notice within ten (10) days after the expiration of such thirty (30) day period, in which event, Landlord and Tenant shall be discharged from all responsibilities hereunder. Failure to deliver such written notice within the prescribed ten (10) day period shall terminate Tenant's right to cancel this lease. Tenant shall use best efforts to obtain the approvals from the Alaska Marijuana Control Board to secure a retail license for the land. Tenant shall also use best efforts to secure approvals from the City of Nome local government. In the event that Tenant is unable to secure those approvals using best efforts, Tenant may, notify Landlord in writing, outlining the reasons why it is unable to secure proper and necessary permits and licenses, for this specific land and Tenant, upon a showing of the use of best efforts, shall be released from the remainder of this Agreement. In this event, Tenant shall forfeit all rents previously paid and any deposit to Landlord.

III. **RENT.** For the period beginning **July 1, 2018 until July 1, 2028** Tenant agrees to pay to Landlord rent at the rate of **$300.00 per month plus City of Nome Sales Tax as provided in NCO Sec. 17.10.020.** It is the intent of the parties to utilize a monthly rental amount based on square footage approximations and rates rather that a precise per square foot cost. Accordingly, in the event of a discrepancy between the monthly rental rate and the actual square footage of the land or square footage rate, the monthly rental rate set forth herein shall be controlling.

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Rent shall be payable on or before the first day of each calendar month to Nancy Mendenhall mailed to P.O. Box 1141, Nome, Alaska 99762 Nome, Alaska 99762, or such change of address as may be provided by Landlord. Rent may be paid by Tenant in the form of personal check, cashier's check, money order, or cash. If a personal check is returned by Tenant's bank for any reason, a charge of $50.00 shall be billed to Tenant's account. Tenant agrees that if a rental payment is returned uncollected or unpaid, all future rental payments must be in the form of cashier's check, money order, or cash. Late fees will be assessed until rent payment has been cleared. Payments made by the Tenant shall apply first to the oldest item for which a bill or statement has been presented, or for the earliest month's rent due.

Rent is late beginning on the 4th day of the month. If rent is not received before the 9th day of the current month, a late fee of $15.00 per day will be charged for each day that the rent is late. All late fees shall be deemed additional rent for the rental month and shall be paid and collected as such.

IV. **SECURITY DEPOSIT.** Landlord acknowledges receipt of $ 1000.00 that Landlord is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall Landlord be obligated to apply the deposit on rents or other charges in arrears or on damages for failure to perform the term and conditions of this lease by Tenant. Application of the security deposit sum to the arrears of rental payments or damages shall be at the option of the Landlord, and the right to possession of the land by Landlord for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to Tenant when this lease is terminated, according to the terms of this lease, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of any breach of the terms and conditions of this Lease Tenant. In no event is the security to be returned until Tenant has vacated the land and delivered possession to Landlord and all rents and damages have been paid in full. In the event that the Landlord repossesses the land because of default of Tenant or because of a failure by Tenant to carry out the terms and conditions of this Lease, Landlord may apply the security on all damages suffered to the date of repossession and may retain the balance of the security to apply on damages that may accrue or be suffered thereafter by reason of the default or breach of Tenant. Landlord shall not be obligated to hold the security in a separate fund but may mix the security with other funds of the Landlord.

V. **OPTION TO RENEW LEASE. Provided that Tenant is not in default of any of the Terms of this Agreement,** Tenant shall have and is granted the option to renew and extend this lease for a three (3) year term after the expiration of the term demised, upon the same terms and conditions provided for under the original term, except as to the rate of rent, which shall increase 3% every year.

VI. **UTILITIES. Tenant shall pay or cause payment throughout the term of this Lease all other charges for utilities used by it including, but not limited to the following:**
a) Electricity - Tenant shall have electricity account put under Tenant's name prior to occupying land and be solely responsible for his units electricity bills).
b) Oil Heat -Tenant shall provide its own heating oil.

VII. **PROPERTY CONDITION.** The Tenant agrees to have examined the land, including, but not limited to, any and all hat the same are in good, clean, and sanitary order, condition and repair, unless noted to the Landlord in a signed writing attached hereto. The Tenant shall return the land to the Landlord in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of all Tenant's personal property and trash and debris. The Tenant acknowledges that no representations as to the condition or repair of the land, nor as to the Landlord's intentions with respect to any

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improvement, alteration, decoration or repair of the land, have been made to the Tenant unless noted in any signed writing attached hereto.

VIII. **MAINTENANCE AND REPAIR.** The Tenant shall (1) keep the land in a clean and sanitary condition; (2) disposed of all rubbish, garbage, and waste in a clean and sanitary manner; (3) properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition; (4) notify the Landlord of any damage to the land area requiring maintenance and any potential hazard or danger on the property; (5) snow removal in front of his unit, maintenance within his unit; (6) occupy and use the land in the manner in which they were designated and intended to be occupied and used. The Tenant agrees not to store any explosive chemicals or hazardous materials on the land. The Tenant shall not alter land without prior written consent of the Landlord. The Tenant shall be liable for the expense caused by the Tenant's failure to comply with these conditions. Upon the Tenant's failure to comply with these conditions, the Tenant agrees that the Landlord may bring the land into compliance and charge the Tenant the reasonable cost thereof. Any such expense incurred by the Landlord is payable by the Tenant to the Landlord upon presentment of the charges to the Tenant. When the Tenant vacates the land at the conclusion of the rental term, the Tenant will be charged rent for each day required by the Landlord to clean or repair the land in order to bring the land back to its condition at the time of renting.

IX. **USE OF THE LAND.** Tenant shall utilize the land for the following purposes: Tenant shall use and operate the Leased Land for general business purposes, including to conduct the business of a commercial marijuana cultivation facility in the building ("Building") owned by the Tenant. The parties acknowledge that myriad regulations and local, state, and federal laws and private persons shall govern the operation of Tenant's use and that Tenant alone will be responsible for compliance with all mandates and requirements of any nature. The parties also acknowledge that under federal law, the production, distribution and sale of cannabis remains a violation of the Controlled Substances Act and that, as between Landlord and Tenant, the risk of enforcement of such laws is on Tenant. Tenant's foregoing obligation shall encompass (i) all state and local laws and regulations from any governmental authority with jurisdiction over Tenant's use, including but not limited to the Alaska Marijuana Control Board regulations and related guidance memorandums, and local zoning ordinances; and (ii) all federal laws to the extent those laws are not inconsistent with state and local laws allowing Tenant to use the "Building" and Land for the Permitted Use. The covenant to comply encompasses all applicable laws that become effective before and during the Lease Term, as may be extended (collectively, the "Mandates"), regardless of the cost of such compliance. Tenant's inability to comply with the Mandates shall be grounds for termination of this Lease. Landlord is relying on the historic pattern of the federal government relying primarily on the state and local governments to address marijuana businesses that are state licensed and, in any event, if this federal government policy shifts, landlord will comply with the federal government and its request. Tenant will abide by the following priorities, in additional to all state and local regulatory requirements:

a) Preventing the distribution of marijuana to minors;
b) Preventing revenue from the sale of marijuana from going to criminal enterprises gangs and cartels;
c) Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
d) Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
e) Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
f) Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;

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g) Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and

h) Preventing marijuana possession or use of marijuana on federal property.

In no event shall Tenant allow for the smell of marijuana to become a nuisance to other Tenants or neighbors. Any odor issues shall be immediately remedied at Tenant's sole expense.

X. **PARKING.** No more than 3 vehicles will be at parking lot overnight for any reason. Adequate parking for daily use shall be provide to meet the local land use parking requirements for Tenant's use of the facility.

XI. Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, of which may hereafter be in force pertaining to the use of the land. Tenant agrees to verify and comply with zoning regulations pertaining to the land. Owner makes no representation as to whether or not the Tenant's business would comply to the local zoning laws and shall not be responsible for any violations caused by and/or as a result of the Tenant's occupancy. No illegal non-prescriptive drugs shall be permitted in the land. Tenant shall at all times keep the land in a neat, clean and orderly condition and in a good state of repair. Tenant shall not make any unlawful or offensive use of the land, or any portion thereof, shall not permit any business to be conducted on the land by any licensee or concessionaire, and shall not use or permit the land to be used in a manner that may create a nuisance, disturb other tenants of the property, or increase any insurance rates upon the land or other portions of the property.

XII. **SIGNS AND AWNINGS.** Tenant shall not place or maintain on any exterior wall, door or window of the land any sign, awning, advertising, decoration or lettering of any kind without the prior written approval of Landlord. Any approved sign, awning, advertising, decoration or lettering shall conform to all applicable local or state requirements as design, size, location and safety and shall be maintained by Tenant in good condition and repair at all times.

XIII. **IMPROVEMENTS TO LAND.** Tenant, at Tenant's sole cost and expense, will provide for any and all alterations, additions or improvements which Tenant may desire in respect to the land. Tenant owns the Building, also referred to as the Building and shall have complete control and may modify its Building as it deems necessary.

XIV. **ALTERATIONS.** All additions, alterations and improvements to the land shall remain the property of Tenant throughout the term of this lease and any extensions or renewals thereof. Upon the expiration of the term of this lease or any renewal thereof, Tenant shall, at Tenant's election, either remove all such additions, alterations and improvements (including fixtures) and restore the land to their prior condition or shall abandon them, whereupon they shall become Landlord's property. Tenant may, upon Tenant and Landlord's good faith agreement, leave the Building on the property, and reach some agreement with Landlord for fair and reasonable compensation for the Building.

XV. **TAXES AND ASSESSMENTS.** Landlord shall pay all property taxes assessed against the land upon which the land is located and invoice Tenant for those taxes/assessments and Tenant shall reimburse Landlord for those costs. In addition, Tenant shall pay before delinquent all federal, state taxes assessed against any and all personal property owned by Tenant or placed by it on the land.

XVI. **Intentionally omitted.**

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XVII. EMINENT DOMAIN. In the event that the entire land is condemned by a public authority, or acquired pursuant to a threat of condemnation, or the extent of the taking is such that the demised land are no longer suitable for the conduct of Tenants business, this lease shall terminate as of the date title to the subject property is vested in the acquiring party. All compensation for such taking, whether fixed by agreement of judicial award, shall belong to Landlord except those portions of the award that are specifically allocated as compensation for actual expenses incurred by Tenant for moving Tenant's fixtures, stock in trade and inventory and as compensation for the taking of Tenant's fixtures and leasehold improvements, which shall belong to Tenant. In the event that a portion of the land is condemned or acquired under threat of condemnation but the remaining portion of the demised land is suitable for the conduct of Tenant's business; this lease shall not terminate and Landlord shall promptly repair land at its own expense in accordance with plans and specifications approved by Tenant. Following such taking, rent shall be abated proportionately according to the square footage of the land that were taken and Tenant's ability to continue its business operations in the same manner. In no event shall Landlord be obligated to expend for such repairs any amount in excess of the compensation received from the taking authority. All compensation paid by the condemning authority, whether fixed by agreement or judicial award, shall belong to Landlord except any portions thereof specifically allocated to Tenant as compensation for the taking of Tenant's fixtures of leasehold improvements.

XVIII. INDEMNIFICATION. Tenant's Indemnity. Tenant indemnifies, defends, and holds Landlord harmless from claims: (i) for personal injury, death, or property damage; (ii) for incidents occurring in or about the land ; and (iii) caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees. When the claim is caused by the joint negligence or willful misconduct of Tenant and landlord or Tenant and a third party unrelated to Tenant, except Tenant's agents, employees, or invitees, Tenant's duty to defend, indemnify, and hold Landlord harmless shall be in proportion to Tenant's allocable share of the joint negligence or willful misconduct. Landlords Indemnity. Landlord indemnifies, defends, and holds Tenant harmless from claims: (i) for personal injury, death, or property damage; (ii) for incidents occurring in or about the land or building; and (iii) caused by the negligence or willful misconduct of Landlord, its agents, employees, or invitees. When the claim is caused by the joint negligence or willful misconduct of Landlord and Tenant or Landlord and a third party unrelated to Landlord, except Landlord's agents, employees, or invitees, Landlord's duty to defend, indemnify, and hold Tenant harmless shall be in proportion to Landlord's allocable share of the joint negligence or willful misconduct.

XIX. SALE OR TRANSFER OF LAND DURING LEASE TERM IS PROHIBITED UNLESS APPROVED IN WRITING BY TENANT. In the event Tenant approves such sale, and the land is indeed sold or transferred, voluntarily or involuntarily, Landlord's lease obligations shall be binding on the new owner and the new owner shall assume all of the obligations and responsibilities of this Lease.

XX. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this lease in whole or in part by operation of law or otherwise, nor sublet all or any part of the land, without prior written consent of Landlord in each instance. Any attempted assignment or subletting without such prior written consent shall be null and void and shall constitute a default of the terms and conditions of this Lease. The prohibition against assignment shall extend to involuntary assignments, including levies, executions, foreclosures and other form of involuntary transfers. Notwithstanding any assignment or sublease or Landlord's consent thereto, Tenant shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions thereof.

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XXI. LIENS, ENCUMBRANCES. Tenant covenants and agrees that Tenant will not permit or suffer to be filed or claimed against the land during this Lease or any renewals hereof, any lien or claim of any kind. If any such lien be claimed or filed, it shall be the duty of Tenant to promptly notify Landlord of the same. Within thirty (30) days after Tenant having been given written notice of such a claim or lien being filed, Tenant shall cause the land to be released from such claim, either by payment or by the posting of a bond or by the payment into court the amount necessary to relieve and release the land from the claim, or in any other many which, as a matter of law, will result in releasing Landlord and the land from such a claim. Tenant, as Landlord's agent shall post a Notice of Nonresponsibility on the Landlord's behalf in regard to any alterations, additions or improvements effected by Tenant and in a manner meeting the requirements of AS 34.35.065. Landlord shall not encumber or cause this Lease to be subordinate to any deed of trust, lien, lease financing, loans with any financial institutions during the term of this Lease.

XXII. DEFAULT. In the event either Landlord, Tenant, their assigns and/or successors, shall neglect or fail to perform or observe any of the covenants, provisions or conditions of this Lease, within ten (10) days of written notice of such default, then the defaulting party shall be liable for any and all damages or remedies available in law or in equity. The parties to this Lease recognize Landlord's common law rights to distraint and distress, and further stipulate and agree to remedies of distraint and distress in addition and in supplementation to common law rights. In the event of a Tenant default, Landlord may promptly seize and distraint any and all property located upon the land, except as provided for in this section, subject to release in the event of timely cure, to secure Landlord's rights and remedies in regard to rents, fees, damages and/or losses occasioned by Tenant's default. Landlord's rights of distraint and distress in any property located upon the land shall be paramount and prior to all other claims of whatsoever nature, excepted as otherwise provided for in this section. In the event of distraint and distress, Landlord may cause any such property to be sold by private or public sale and to have the proceeds applied (i) first to the payment of any expenses incurred by Landlord in seizing the assets, dispossessing Tenant and subletting or reletting the demised land, and (ii) second to the payment of any rentals and fees reserved in the fulfillment of Tenant's covenants hereunder, and (iii) third to any other or further damages occasioned to Landlord by reason of Tenant's default. Landlord shall endeavor to provide Tenant with advance written notice of the place and time of sale. Notwithstanding the forgoing, Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license land if Tenant cannot be reached, abandons the property, defaults on its obligations under this Lease, or similar event.

XXIII. LESSOR'S LIEN.

(a) Common Law. The parties recognize and agree that Landlord has a common law Lessor's lien upon any and all property, with the exception of marijuana plants, plant matter, cured product, uncured product, marijuana trim, buds or flower, located upon the land, whether owned or possessed by Tenant or otherwise, which lien is superior to the lien of any and all other persons or entities. Landlord may proceed to enforce its lien in addition to or in lieu of any other rights accorded to Landlord under this Lease or otherwise. The fact that Landlord may also pursue enforcement of any statutory or contractual liens shall not be deemed to affect simultaneous enforcement of Landlord's common law lien.

(b) Contractual Lien. In addition to its common law lien, Landlord is hereby granted a contractual lien upon any and all property, with the exception of marijuana plants, plant matter, cured product, uncured product, marijuana trim,

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buds or flower, located upon the demised land, whether owned or possessed by Tenant or otherwise.

(c) Enforcement. Any liens, at common law or otherwise, provided to Landlord shall be deemed perfected at the time goods and properties are brought upon the land. No goods or properties subject to said lien shall be removed from the land so long as Tenant is in default of any of its obligations under this Lease except in the ordinary course of its trade, and any vehicle in which such goods have been loaded for the purposes of removal under such circumstances shall be considered an extension of the land for the purposes of this Section. In the event of a Tenant default, Landlord shall have the right to halt and detain and to direct a return to the land of any and all goods and properties, and to enter into and upon the land or any vehicles in which goods and properties are located to detain and/or restore them to the land all without being guilty of trespass to any person or property; and Tenant shall save and hold Landlord harmless of and from any and all claims and demands of damage on account thereof.

At its election, and without waiving or supplanting any other right or remedy, Landlord may cause any goods or other property, with the exception of marijuana plants, plant matter, cured product, uncured product, marijuana trim, buds or flower, subject to its lien to be sold by private or public sale and the proceeds applied all in accordance with the provisions for default as set forth above, and/or to cause all or any part of the goods and properties to be stored.

XXIV. RIGHT OF ENTRY. Landlord or its agents may not enter the Building, as the Building is owned by Tenants. Landlord may enter the land upon reasonable advance notice to Tenant (except in case of emergencies whereby advance notice is not required) enter the land during normal business hours to examine the same to show them to prospective purchasers or tenants, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. No such actions by Landlord shall constitute an eviction of Tenant in whole or in part, and there shall be not abatement of rent while any such repairs, alterations, improvements, or additions are being made unless such activities render it impractical for Tenant to occupy land while work is going on. During any entry by Landlord or its agents on the land that requires entry into Building, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the land, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the land.

XXV. SURRENDER. At the expiration of the term of this lease, Tenant shall surrender the land in the same condition as they were in upon delivery of possession thereof, reasonable wear and tear excepted. Tenant shall surrender all keys for the land to Landlord at the place then fixed for payment of rent. Tenant shall remove belongings before surrendering the land and shall repair any damage to the land occasioned thereby.

XXVI. HOLDING OVER. Any holding over after the expiration of the term of this lease, with or without the consent of the Landlord, shall constitute a tenancy from month to month for one hundred fifty percent (150%) of the rents herein specified and on the other terms and conditions contained herein.

XXVII. WAIVER. The waiver by Landlord or any breach of any term, covenant or condition of this lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this lease. The acceptance of rent by Landlord hereunder shall never be construed to be a waiver of any term of this lease. No payment by Tenant or receipt by Landlord of a lesser amount that shall be due according to the terms of this lease shall be deemed or construed to be other than on account of the

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earliest rent due nor shall be any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

XXVIII. AMMENDMENTS IN WRITING. This lease, including exhibits and riders, if any, attached hereto and forming a part hereof, are all of the covenants, promises, agreements, conditions and understanding, either oral or written, between the parties. No subsequent alteration, change or amendment to this lease shall be binding upon the parties unless reduced to writing and signed by them.

XXIX. ATTORNEY'S FEES. If an action or proceeding is brought in connection with this lease, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and other reasonable fees and costs incurred in that action or proceeding (whether at trial, on appeal, and/or in a bankruptcy or similar proceeding) and in enforcing any judgment rendered thereon, in addition to any other relief to which it may otherwise be entitled. For purposes of this agreement, the prevailing party means the party who succeeds either affirmatively or defensively under claims having the greater value or importance, as decided by the court.

XXX. GOVERNING LAW. This lease shall be governed by law and interpreted in accordance with the laws of the State of Alaska. If any provisions of this lease should be invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby.

XXXI. SUCCESSORS AND ASSIGNS. All rights, remedies, liability and obligations herein given to or imposed upon either of the parties hereto shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors in interest and permitted assigns of the respective parties.

XXXII. NOTICES. Any notice or demand which either party hereto is required or desires to give to or make upon the other shall be in writing and shall be given or made by certified mail of the United States Postal Service, return receipt requested, addressed the case of Landlord to, or by electronic mail:

Nancy Mendenhall
PO Box 1141, Nome, Alaska 99762
Nome, Alaska 99762
kpeacock1@hotmail.com

And addressed in the case of Tenant to:

Gudlief Organization, LLC
PO Box 397
Nome, Alaska 99762

Subject to the right of either party to designate a different address by notice similarly given. Any notice or demand so sent shall be deemed to have been given or made on the date the same was deposited with the United States Postal Service as certified matter with postage thereon fully prepaid.

All payments by Tenant to Landlord pursuant to any provision of this lease shall be paid to Landlord at the above-reference address or at such place or places as Landlord may from time to time designate by notice to Tenant.

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LEASE AGREEMENT

Nancy Mendenhall

Date: 6/20/18

TENANT:

Robin Thomas
Gudlief Organization, LLC

Date: 6/20/18

Kalia Peacock
Gudlief Organization, LLC

Date: 6/20/18

State of Alaska
City of Nome

CHRISTINE PISCOYA
Notary Public
State of Alaska
My Commission Expires Oct 19, 2021

on this 20th day of June, 2018.

my commission expires 10/19/21
Christine Piscoya

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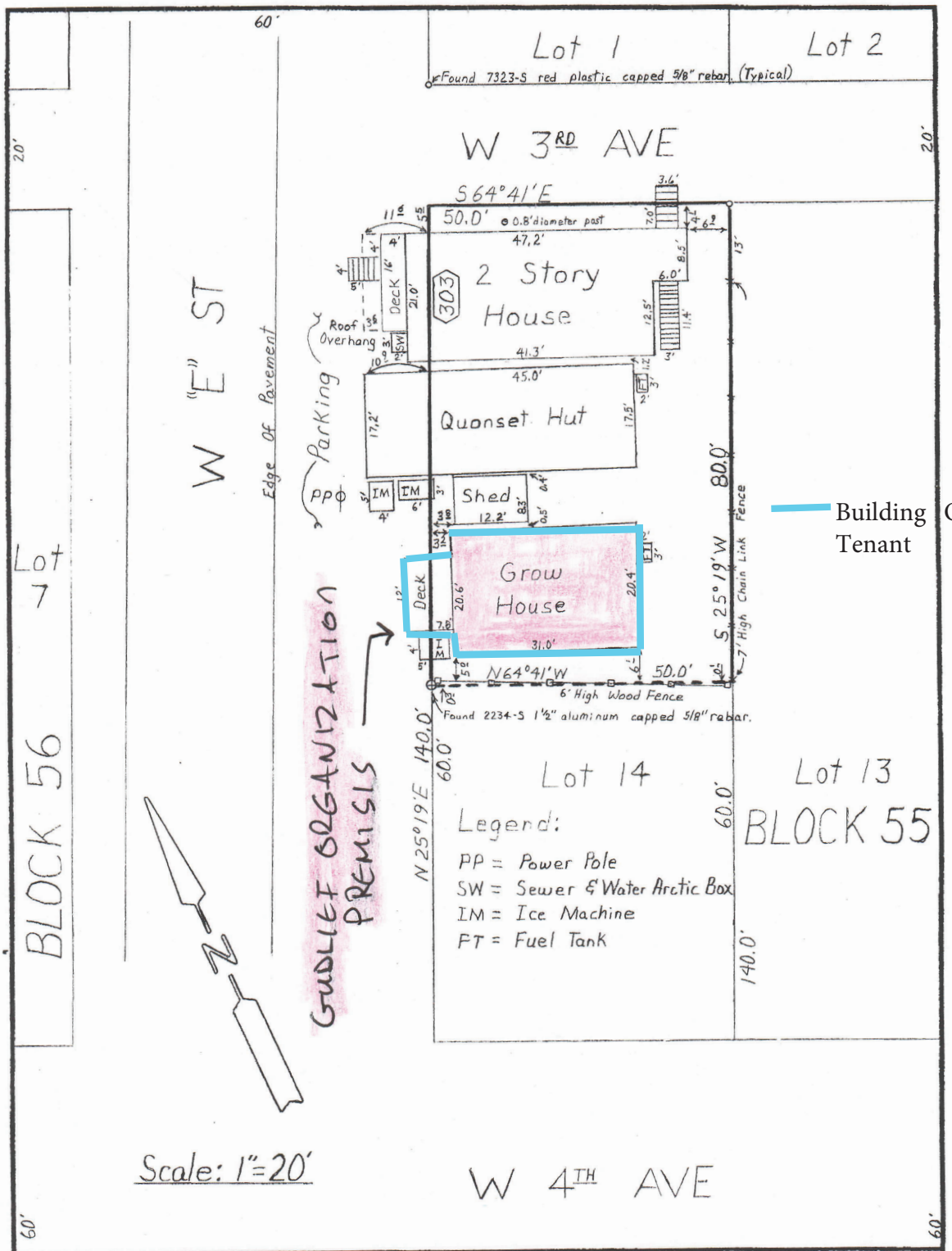
EXHIBIT A



Building Owned by Tenant

STATE OF ALASKA
49TH
George Krier
No. 7323
REGISTERED PROFESSIONAL LAND SURVEYOR

24 May 2016

A SURVEY OF

Lot 14, Block 55, excepting the southerly 60 feet thereof, of the Nome Townsite, U.S. Survey No. 451

BY

GEORGE KRIER, PROFESSIONAL LAND SURVEYOR
P.O. BOX 1058, NOME, AK 99762
surveyor@nome.net (907) 443-5358

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AMENDMENT AND ASSIGNMENT OF THE PREMISES LEASE

THIS AMENDMENT AND ASSIGNMENT OF THE PREMISES LEASE (this "Amendment and Assignment"), is made as of April 5, 2021 by and between GUDLIEF ORGANIZATION, LLC, an Alaska limited liability company, whose address is P.O. Box 397, Nome, Alaska 99762 ("Assignor"), RURAL RETAIL NORTHWEST, LLC, an Alaska limited liability company, whose address is Attn: Jason Evans, Manager, P.O. Box 241223, Anchorage Alaska 99524 ("Assignee"), and NANCY MENDENHALL, an individual person, whose address is P.O. Box 1141, Nome, Alaska 99762 ("Landlord").

RECITALS

WHEREAS, Assignor and Landlord are parties to that certain Lease Agreement, dated July 1, 2018 (as amended herein, the "Lease"), which Lease concerns approximately 600 square feet of land and the building thereon (approximately 20ft x 30ft), owned by Assignor, at 303-C West E Street, Nome, Alaska 99762 (the "Premises"); and

WHEREAS, the Landlord owns a two-story residence, storage hut, and all of the land on Lot 14, Block 55, Nome, Alaska, 99762, including the land under the Premises (collectively, the "Property");

WHEREAS, the parties acknowledge certain encumbrances on the Property, as follows: (i) encroachment permit of the City of Nome for public right-of-way to the Premises; and (ii) utility encumbrances for electric, sewer, and water services provided by the City of Nome, including all charges and fees associated therewith, which shall be for the account of Tenant for all utilities costs incurred for Tenant's use of the Premises;

WHEREAS, Assignor and Landlord desire to amend the Lease Agreement in certain respects; and

WHEREAS, Assignor also has agreed to assign to Assignee the Assignor's/tenant's interest in the Lease Agreement, Assignee has agreed to assume such interest therein, and Landlord has agreed to consent to such assignment of lease interests under the Lease.

AGREEMENT

NOW THEREFORE IN CONSIDERATION OF the promises, covenants and agreements herein contained, the parties hereby agree as follows:

1. Amendments to Lease. The parties agree to the following amendments to the Lease (collectively, the "Amendment"), which shall further be binding upon the parties and in force as of the Assignment of the Lease.

a. Term. The first sentence of Section II of the Lease, entitled "TERM", is hereby amended and restated in its entirety as follows:

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TERM. The term of this lease shall be from **the date the Alaska Marijuana Control Board approves the transfer application of license number 11119 to Rural Retail Northwest, LLC until July 1, 2058**, consisting of a **fifty-year (50) term**.

b. Rent. Section III of the Lease, entitled "RENT", is hereby amended and restated in its entirety as follows:

RENT. For the term of this Lease (until July 1, 2071), Tenant agrees to pay to Landlord rent at the rate of **$300.00 per month plus City of Nome Sales Tax as provided in NCO Sec. 17.10.020**. It is the intent of the parties to utilize a monthly rental amount based on square footage approximations and rates rather that a precise per square foot cost. Accordingly, in the event of a discrepancy between the monthly rental rate and the actual square footage of the land or square footage rate, the monthly rental rate set forth herein shall be controlling.

Rent shall be payable on or before the fifteenth (15th) day of each calendar month to the Landlord, Nancy Mendenhall, at PO BOX 1141, Nome, Alaska, or, upon Landlord's written instruction, to Robin C. Thomas, his successors and assigns. Tenant may prepay rent payments to Landlord at any time. Subject to the terms of this lease and notice and cure periods provided herein, in the event Tenant fails to make rent payments for three (3) consecutive months, this lease shall terminate as of the last day of the third consecutive month.

Rent may be paid by Tenant in the form of personal check, cashier's check, money order, or cash. If a personal check is returned by Tenant's bank for any reason, a charge of $50.00 shall be billed to Tenant's account. Tenant agrees that if a rental payment is returned uncollected or unpaid, all future rental payments must be in the form of cashier's check, money order, or cash. Late fees will be assessed until rent payment has been cleared. Payments made by the Tenant shall apply first to the oldest item for which a bill or statement has been presented, or for the earliest month's rent due.

Rent is late beginning on the 19th day of the month. If rent is not received before the 24th day of the current month, a late fee of $15.00 per day will be charged for each day that the rent is late. All late fees shall be deemed additional rent for the rental month and shall be paid and collected as such.

c. Non-disturbance. Section XIX of the Lease, entitled "SALE OR TRANSFER OF LAND DURING LEASE TERM IS PROHIBITED UNLESS APPROVED IN WRITING BY TENANT", is hereby amended and restated in its entirety as follows:

SALE OR TRANSFER OF LAND DURING LEASE TERM. Prior to any mortgage, encumbrance, sale, assignment or other transfer ("Transfer") of the real property covered by this Lease, as specified on Exhibit A, which includes a two-story house, storage hut, and land under the building at 303-C West E. Street, Nome, Alaska 99762, which is owned by Rural Retail Northwest, LLC (the

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"Building Land", and collectively, the "Property"), the Landlord and Tenant agree to the following terms:

If at any time during the term of this lease, (i) the Landlord receives a bone fide offer from a third party for the purchase of all or any part of Property or (ii) the Landlord desires to sell the Property to any third party at fair market value (in either case, an "Offer"), Landlord shall promptly notify Tenant of such Offer, and Tenant shall, in any such instance, have the right of first refusal to purchase the Property from Landlord upon the same terms and conditions as the Offer.

If Tenant fails to accept the Offer within sixty (60) days of delivery of Landlord's notice to Tenant, Landlord may, after the expiration of such time period, Transfer the Property to a third party upon the same terms and conditions as those offered to Tenant. If Tenant provides written notice to Landlord of its acceptance of the Offer within the time permitted, Landlord and Tenant shall mutually negotiate in good faith such purchase and sale of the Property with a closing to be held within thirty (30) days following delivery of Tenant's notice of acceptance.

In the event of Transfer of the Property to any party other than Tenant, Landlord shall require, as a condition precedent to any such purchase and sale, the transferee to execute and deliver a tenant non-disturbance agreement by the transferee, on terms and conditions reasonably acceptable to Tenant. In the event Tenant approves such sale, and the Property is indeed sold or transferred, voluntarily or involuntarily, the Landlord's lease obligations shall be binding on the new owner and the new owner shall assume all of the obligations and responsibilities of the Landlord under this lease.

2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, all of its right, title and interest as tenant under the Lease, as amended pursuant to the foregoing Amendment, effective as of the Effective Date (the "Assignment").

3. Assumption. Assignee, by its acceptance of the Assignment provided for in this Amendment and Assignment, hereby assumes and agrees to keep, observe and perform all of the covenants, conditions, terms and provisions under the Lease to be kept, observed and performed as the tenant of the Premises, beginning as of and continuing from the Effective Date.

4. Landlord Consent. Pursuant to Section XX of the Lease, entitled "ASSIGNMENT AND SUBLETTING", Landlord hereby consents to the Assignment of the Lease, as amended pursuant to the foregoing Amendment, by Assignor to Assignee. Landlord agrees to be liable for the performance of any obligations required to be performed as landlord under the Lease for all periods prior to and as of the Effective Date.

5. Effective Date. The effective date of this Amendment and Assignment is conditioned upon Assignee receiving approval from the Alaska Marijuana Control Board of the transfer from Assignor to Assignee of License No. 11119 (the "Effective Date").

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6. Entire Agreement. This Amendment and Assignment sets forth all the agreements, conditions and understandings between the parties affecting the Premises.

7. No Other Amendment. Except as herein otherwise specifically provided, all terms and provisions of the Lease are confirmed and ratified and shall remain in full force and effect and be unaffected hereby.

8. Counterparts. This Amendment and Assignment may be executed in any number of counterparts, by the parties hereto in separate counterparts and by facsimile or other electronic signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, Assignor, Assignee, and Landlord have duly executed this Amendment and Assignment to the Premises Lease, effective as of the Effective Date (defined above).

LANDLORD:

Nancy Mendenhall

ASSIGNOR:

GUDLIEF ORGANIZATION, LLC,
an Alaska limited liability company

By: _____
Robin Thomas, Manager

ASSIGNEE:

RURAL RETAIL NORTHWEST, LLC,
an Alaska limited liability company

By: _____
Jason Evans, Manager

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