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ASSIGNMENT AND ASSUMPTION OF COMMERCIAL LEASE AGREEMENT

This Assignment and Assumption of Commercial Lease Agreement (the "Agreement") is made by and between the current Tenant, Suilnua, LLC (hereafter, "Assignor") and Buffalo Chase LLC (hereafter, "Assignee"), and is entered into effect upon transfer effectuation by the Alcohol and Marijuana Control Office (AMCO) of License #11664 dba Suilnua.

On or about May 1st, 2022, the Tenant and Dace Boyd ***("Landlord")*** renewed the commercial lease agreement ***("Lease")*** which covers 7,724 sq ft of commercial property located at 5600 N. Cunningham Road, Palmer, Alaska, 99654, and is more particularly described as (***"Premises")***.

The Assignor desires to transfer the rights, title, and interest to the leased premises to the Assignee, and delegate all of its obligations under, the Lease, and the Assignee wishes to accept this assignment.

The Assignor affirms that Assignor is not in default under the Lease, that all payments due under the Lease as of the date herein have been made, and that there are no other claimants to Assignor's interest in the Lease.

The parties, therefore, agree as follows:

1. ASSIGNMENT.

The Assignor hereby assigns and transfers the Lease attached hereto and incorporated herein, together with all rights, title, and interest in and to the Lease and its premises, subject to all the conditions and terms contained therein, to have and hold from the AMCO effectuation date of License #11664 from Suilnua, LLC to Buffalo Chase, LLC DBA LBS and will continue until the present term of the Lease ends.

2. ASSUMPTION OF RIGHTS AND DUTIES.

After the Effective Date, the Assignee shall assume all rights and duties under the Lease, including the obligation to pay rent under the Lease when it is due. However, the Assignor remains responsible for obligations accruing before the Effective Date.

3. INDEMNIFICATION.

(a) The Assignor shall indemnify the Assignee against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty, or other loss (a "**Loss**") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "**Litigation Expense**") arising out of the Assignor's breach of its obligations under the Lease before the Effective Date.

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(b) The Assignee shall indemnify the Assignor against all Losses or Litigation Expenses relating to the Lease, except if those Losses or Litigation Expenses arise from the Assignor's failure to perform its obligations under the Lease before the Effective Date.

(c) The Assignee shall indemnify the Assignor against all Losses or Litigation Expenses attributable to the acts or omissions of the Assignee or its agents, contractors, or employees with respect to the Premises or any activities on the Premises. This indemnification will survive the termination of the Lease and this assignment.

4. CONTINUING EFFECTIVENESS OF LEASE.

This assignment is made on the understanding that all other terms of the Lease remain in full effect, including the prohibition against further assignments and subleases without the Landlord's express written consent.

This Assignment and Assumption of Commercial Lease Agreement was executed on this ___ day of February 2024.

Assignor's Signature: DocuSigned by: 987B0B8262D946B...
Adam Boyd – Managing Member of Suilnua, LLC

Date 2/23/2024

Assignee's Signature: DocuSigned by: EF9120C7CAAD40C...
Casey Wilkins – Member of Buffalo Chase LLC

Date 2/27/2024

LANDLORD'S CONSENT

I, Adam Boyd, Trustee of Boyd Family Trust, an individual in the city of Palmer, in the State of Alaska, and Landlord to the above-described premises that entered into a Lease Renewal with the Assignor effective as of the 1st day of May 2022, hereby consent to the Assignment and Assumption of the Commercial Lease Agreement to the Assignee under the terms set forth herein and release Assignor from all duties and obligations under the Lease including the payments of rent, after the aforementioned effectuation date .

Landlord's Signature: DocuSigned by: 987B0B8262D946B...
Adam Boyd

Date 2/23/2024