

Alcohol & Marijuana Control Office

License Number: 20221

License Status: Active-Operating

License Type: Retail Marijuana Store

Doing Business As: Denali Grass Company

Business License Number: 2100881

Designated Licensee: Susan Nowland

Email Address: snowtz@aol.com

Local Government: Denali Borough

Local Government 2:

Community Council:

Latitude, Longitude: 63.514600, -149.005300

Physical Address: Milepost 248.5 Parks Highway
Suite A
Healy, AK 99743
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10042291

Alaska Entity Name: NOMO Gold LLC

Phone Number: 907-230-5069

Email Address: snowtz@aol.com

Mailing Address: 12015 Wilderness Road
Anchorage, AK 99516
UNITED STATES

Entity Official #1

Type: Individual

Name: Susan Nowland

SSN: [REDACTED]

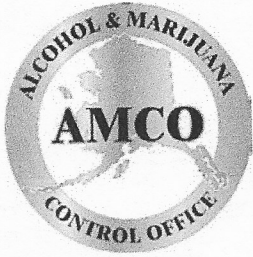
Date of Birth: [REDACTED]

Phone Number: 907-230-5069

Email Address: snowtz@aol.com

Mailing Address: 12015 Wilderness RD
Anchorage, AK 99516
UNITED STATES

Note: No affiliates entered for this license.



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	NOMO Gold LLC	License Number:	20221		
License Type:	Retail Marijuana Store				
Doing Business As:	Denali Grass Company				
Premises Address:	Milepost 248.5 Parks Highway Suite A				
City:	Healy	State:	Ak	ZIP:	99743

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Susan Nowland
Title:	Owner

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

sn

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

sn

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

sn

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

--



Section 4 - Certifications & Waiver

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

sn

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

sn

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

sn

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

sn

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

sn

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

sn

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

sn

I, Susan Nowland, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

sn

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

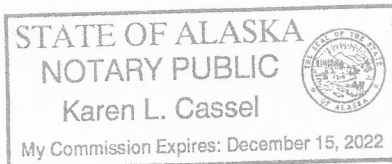
[Signature]
Signature of licensee

[Signature]
Notary Public in and for the State of Alaska

Susan Nowland
Printed name of licensee

My commission expires: 12/15/2022

Subscribed and sworn to before me this 26 day of April, 2021.



NET LEASE

Vacant 50 x 100 feet of land
Milepost 248.5 Parks Highway
Healy, Alaska

LANDLORD: LONGITUDE 149 WEST, LLC

TENANT:
NOMO GOLD, LLC
SUSAN NOWLAND

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EXHIBIT A – WORK AGREEMENT

EXHIBIT B – SURVEY

NET LEASE

1. BASIC LEASE PROVISIONS

A. Premises:

A vacant parcel measuring 50 feet wide and 100 feet in depth, of

Healy Small Tracts Alaska Subdivision
 Milepost 248.5 Parks Highway
 Healy, Alaska

B. Landlord Information:

Longitude 149 West, LLC

General Correspondence and
 Rent Payment Address:

Longitude 149 West, LLC
 Jason S. Motyka
 PO Box 107
 Denali Park, AK 99755

C. Tenant and Address:

Nomo Gold, LLC
 and Susan Nowland
 Attn: Susan Nowland
 12015 Wilderness Road
 Anchorage, AK 99516

D. Date of Lease: As of January 1, 2021

E. Lease Term: Eighteen (18) months from the Commencement Date of Term

F. Commencement Date of Term: January 1, 2021

G. Expiration Date of Term: May 31, 2022 unless sooner terminated in accordance with the terms of this Lease.

H. Annual Base Rent:

Period	Monthly Installment	Annual Base Rent
1/1/2021 – 12/31/2021	\$1,750.00*	\$21,000.00
1/1/2022 – 5/31/2022	\$1,750.00	\$10,500.00

*Rent will be abated until the date Tenant is able to operate its business or June 1, 2021, whichever comes first.

I. Premises Size (Rentable Area):

Landlord agrees to lease Tenant an area of land that is approximately 50 x 100 feet in dimensions.

Tenant's Proportionate Share: **To be determined.**

J. Security Deposit: \$5,000.00 payable as follows-\$5,000 at time of Lease execution.

K. Tenant's Permitted Use: Marijuana retail establishment, retail sales of marijuana related items (t-shirts, pipes, etc.) and marijuana onsite consumption endorsement and

no other use. Tenant shall seek advance written approval from Landlord for Tenant's proposed sale of any prepared food products. Absent Landlord's advance written approval, Tenant shall not be permitted to sell any prepared food products (with the exception of marijuana infused edible products). Any clothing or other non-marijuana related items are subject to Landlord's approval, which shall not be unreasonably withheld. It is the understanding of the parties that any clothing items are to bear Tenant's business name or references to marijuana.

L. Broker: None

M. Guarantor(s): None

N. Exhibits:

Exhibit A – Work Agreement

2. LEASING AGREEMENT. Landlord leases to Tenant, and Tenant leases from Landlord, the premises (the "Premises") a vacant parcel of land that is approximately 50 x 100 feet in dimensions. Tenant intends to construct a building (the "Building") on the Premises. For purposes of this Lease, the term "Project" shall mean the Premises as located on, Healy Small Tracts Alaska Subdivision (the "Land"). The term of this Lease (the "Term") shall commence (the "Commencement Date") as of January 1, 2021 and shall continue for a period of eighteen (18) months until May 31, 2022 (the "Expiration Date"), unless terminated earlier as provided in this Lease. The term "rentable area" shall mean, as the context so requires, the rentable area of the Premises as calculated by the Landlord, including, if applicable, any common areas or a proportionate share thereof, as the case may be. Tenant hereby accepts and agrees to be bound by the figures for the rentable square footage of the Premises and Tenant's Proportionate Share set forth in Section 1.I.; however, Landlord may adjust such figure and Tenant's Proportionate Share if there is manifest error, addition or subtraction to the Building, re-measurement or other circumstance reasonably justifying adjustment.

3. POSSESSION, USE AND ENJOYMENT.

A. Possession and Use of Premises. Tenant shall take possession of the Premises on the Commencement Date. Tenant shall occupy and use the Premises for those purposes set forth in Section 1.K. and for no other purposes. Tenant shall seek advance written approval regarding any other proposed use of the Premises and Landlord's consent shall not be unreasonably withheld provided such proposed use is not in competition with any of Landlord's affiliated businesses or those of Landlord's other tenants. If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure. Tenant shall not occupy or use the Premises or permit the use or occupancy of the Premises for any purpose or in any manner which:

(i) is in violation of any applicable statute, law, ordinance or governmental requirement or rule;

(ii) may be dangerous to persons or property;

(iii) may invalidate or increase the amount of premiums for any policy of insurance affecting the the Project,

and if any additional amounts of insurance premiums are so incurred, Tenant shall pay to Landlord the additional amounts on demand; or

(iv) may create a nuisance, disturb any other tenant or the occupants of neighboring property or injure the reputation of the Landlord.

B. Quiet Enjoyment. Provided that Tenant is not in default under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises, subject to the terms of this Lease.

4. BASE RENT. Tenant shall pay to Landlord base rent ("Base Rent") during the Term at the annual rate stated in Section 1.H. Base Rent shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term, except that if the Commencement Date is not the first day of the month, a prorated installment of Base Rent based on the actual number of days in the month shall be paid for the fractional month during which the Term commences.

5. TENANT'S SHARE OF PROJECT COSTS.

A. Project Operating Costs. The term "Project Operating Costs" shall include those items described in the following Subsections:

(1) To the extent not separately metered or paid directly by Tenant, all expenses, costs, fees and disbursements paid or incurred by or on behalf of Landlord for owning, managing, operating, maintaining and repairing the Project, together with the personal property and equipment used in connection with the Project and all utilities (other than water and septic utilities). ; all costs for insurance coverages maintained by Landlord for the the Project, including public liability, personal and bodily injury and property damage, fire and extended coverage, vandalism and malicious mischief and all broad form coverages and sign insurance of Landlord, all in limits and with deductibles determined by Landlord; and the costs of fire protection.

(2) Real estate taxes, assessments (whether they be general or special), sewer rents and charges, transit taxes, taxes based upon the receipt of rent and any other federal, state or local government charge, general, special, ordinary or extraordinary (but not including income or franchise taxes, capital stock, inheritance, estate, gift, or any other taxes imposed upon or measured by Landlord's income or profits, unless the same shall be imposed in lieu of real estate taxes or other ad valorem taxes), which Landlord shall pay or become obligated to pay in connection with the Building or the Project. Taxes shall include all fees and costs, including attorneys' fees, appraisals and consultant's fees, incurred by Landlord in seeking to obtain a reduction of, or a limit on the increase in, any Taxes, regardless of whether any reduction or limitation is obtained. Taxes for any calendar year shall be Taxes which are due for payment or paid in such year rather than Taxes which are assessed or become a lien during such year. Taxes shall also include any personal property taxes imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances of Landlord used in connection with the Project or the Building.

B. Additional Rent- Intentionally omitted.

C. Survival. The obligations of Tenant to pay Tenant's Proportionate Share of Project Operating Costs for the calendar year provided for in this Section 5 shall survive the expiration or termination of this Lease. Tenant shall pay any adjustment for actual Project Operating Costs owing to Landlord within fifteen (15) days after the date of Landlord's Statement for the calendar year in which this Lease expires or terminates.

D. Payment of Rent. All charges, costs and sums required to be paid by Tenant under this Lease in addition to Base Rent shall be considered "Additional Rent" payable to Landlord hereunder, and Base Rent, Additional Rent and other charges shall be collectively called "Rent." Rent shall be payable without demand, notice, offset or deduction, except as otherwise specifically stated in this Lease. All Rent due under this Lease shall be paid by check payable to the order of Landlord or the managing agent ("Manager") designated from time to time by Landlord. All Rent shall be mailed or delivered to Landlord at the office of the Manager, or in such other manner or at such other place as Landlord may from time to time designate to Tenant. Base Rent and Additional Rent will be prorated for partial months or years within the Term. Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease.

E. Late Payment Fees and Interest. If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, Tenant shall pay Landlord a late payment penalty of the greater of ONE HUNDRED AND NO/100THS (\$100.00) DOLLARS or two (2%) percent of such amount or charge not timely paid. In addition to the foregoing, in the event such Rent or other amounts or charges owing by Tenant are more than fifteen (15) days past due, all such amounts shall bear interest at the monthly rate of 2%, until paid in full. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease or by law.

6. OPTION TO RENEW AND RIGHT OF FIRST REFUSAL.

A. Option to Renew. Tenant shall, provided the Lease is in full force and effect and Tenant is not in default under any of the terms and conditions of the Lease at the time of notification or commencement, have two (2) renewal options to extend this Lease for a term of five (5) years (for each renewal term) as of the date the extension term is to commence. The monthly lease payments on the first extension term shall be equal to a monthly base rent as agreed to between the parties but in any event shall be no less than \$4,000.00. The monthly lease payments on the second extension term shall be equal to a monthly base rent as agreed to between the parties but in any event shall be no less than \$5,000.00. If Tenant elects to exercise said option, then Tenant shall provide Landlord with ninety (90) days advance written notice prior to the expiration of the term of the Lease. If Tenant fails to provide such notice, Tenant shall have no further or additional right to extend or renew the term of the Lease.

B. Right of First Refusal. Landlord shall have the right of first refusal to purchase Tenant's marijuana dispensary business, in the event Tenant wishes to sell the business. In the

event of an offer to purchase Tenant's business is made by a bona-fide third party, Tenant shall offer the business to Landlord first. Landlord shall have 5-business days to exercise its right of first refusal. Should Landlord choose to exercise its right of first refusal, Landlord shall proceed with the purchase of Tenant's business on the same or similar terms offered by the third party purchaser. In the event Landlord declines to exercise its right of first refusal, Tenant may sell the business to a third party.

7. SERVICES.

A. Landlord's Services. Landlord shall not be required to provide any services to the Tenant, other than water and sewer (septic services) and snow plowing services in the vicinity of the Premises so that Tenant may access the Building. Tenant shall be responsible for connecting and desired utilities to the building, including electric, water and septic services.

B. Tenant's Utilities. Electricity and gas shall not be furnished by Landlord to the Premises, but shall be furnished by the approved electric and gas utility companies serving the Building. Landlord shall permit Tenant to receive such services directly from such utility companies at Tenant's cost. Tenant shall make all necessary arrangements with the utility companies for metering and paying for electric current and gas furnished by the utility companies to the Premises, and Tenant shall pay for all charges for electric current and gas consumed in the Premises. Tenant shall make arrangements directly with the telephone company servicing the Building for such telephone service in the Premises desired by Tenant and the cost of all such telephone service (including the cost of installing all wires and cables) shall be paid for by Tenant. Tenant shall also pay for heating oil and trash removal. Trash is to be removed from the Premises at least once per week.

C. Additional Services. Landlord shall in no event be obligated to furnish any services or utilities, other than those stated in Section 7.A. If Landlord elects to furnish services or utilities requested by Tenant in addition to those stated in Section 7.A. (including utility services at times other than those stated in Section 7.A.), Tenant shall pay Landlord's then prevailing charges for such services and utilities within ten (10) days after receipt of Landlord's statements. If Tenant shall fail to make any such payment, Landlord may, without notice to Tenant and in addition to all other remedies available to Landlord, discontinue any or all of the additional services. No discontinuance of any service under this Section 7.D. shall result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises.

D. Delays in Furnishing Services. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, the Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, the Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property

or business, however occurring, through or in connection with or incidental to failure to furnish any such services. ,

8. CONDITION OF THE PREMISES. Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition.

9. CONSTRUCTION, REPAIRS AND MAINTENANCE.

A. Landlord's Obligations. Landlord shall be responsible for the service and maintenance of the well located on the Premises and shall have the right to pull water from the well located on the Premises. The septic system shall be maintained by Landlord.

B. Tenant's Obligations. Tenant shall be responsible, at its sole cost and expense, for all repairs and alterations in and to the Premises, clear and prepare the site for the Building and constructing the Building. Tenant shall be responsible, at its sole cost and expense, for all repairs and alterations to the Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Section 10) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees. Tenant will mark any trees it deems necessary to remove from the Premises for the Building location and for Tenant's use, and Landlord shall have the opportunity to approve any tree removals prior to the trees being removed from the Premises. Landlord's approval shall not be unreasonably withheld.

C. Compliance with Law. Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances and rules of any public authority relating to their respective maintenance obligations as set forth herein. For the avoidance of doubt, Tenant shall comply (at its sole cost and expense) with all applicable laws, ordinances and rules of any public authority relating to the marijuana dispensary services rendered by Tenant at the Premises.

D. Landlord's Repair Liability. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project.

10. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), with the exception of the Building, shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as otherwise expressly provided in this Lease or if Landlord by written notice to Tenant, requires Tenant, at its expense, to remove any or all Leasehold Improvements, in which case Tenant shall repair any damage to

the Premises caused by such removal. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without damage to the Premises, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Project resulting from such removal. At the end of the Term, Tenant shall remove all of Tenant's Property and shall promptly repair any damage to the Premises or to the Project resulting from such removal. Any Tenant's Property not so removed may, without limiting or affecting any other rights or remedies of Landlord herein or otherwise, at Landlord's option: (i) become the property of Landlord with this Lease serving as a bill of sale without payment or credit to Tenant; or (ii) without accepting title to same, be removed, stored, discarded or otherwise disposed of by Landlord at Tenant's expense without incurring liability to Tenant or any other person, it being conclusively presumed that such property had been forever abandoned.

11. ALTERATIONS.

A. Approvals. Without Landlord's prior written consent, Tenant shall not make or cause to be made any alterations, improvements, additions, changes, replacements or repairs (collectively, an "alteration"), in or to the Premises, that cost in excess of \$50,000 (fifty thousand dollars). Any alterations that cost less than \$50,000 (fifty thousand dollars) may be made by Tenant without Landlord's written consent and shall not be considered "alterations" for purposes of this paragraph. As a condition to granting its consent to any alteration, Landlord may impose reasonable requirements, including, without limitation, requirements as to the manner and time for the performance of such alteration and the type and amount of insurance and bonds Tenant must acquire and maintain during the course of performance of such alteration. In addition, Landlord shall have the right to: approve all plans and specifications for the construction of the Building. Tenant shall pay the entire cost of any alteration and, if requested by Landlord, shall deposit with Landlord prior to commencement of such alteration, funds or other security acceptable to Landlord covering the full cost of such alteration. Each alteration shall become the property of Landlord when made and shall be surrendered with the Premises upon the expiration or termination of this Lease; provided, however, notwithstanding anything to the contrary in this Lease, Landlord may, by written notice to Tenant, require Tenant, at its expense, to remove any or all alterations and repair any damage to the Premises caused by such removal, prior to the expiration or termination of this Lease.

B. Compliance with Laws. Each alteration shall be performed in a good and workmanlike manner using new grades of materials; in full compliance with all applicable laws, ordinances and governmental regulations, rules and requirements; and in full compliance with all insurance rules, orders, directions, regulations and requirements.

C. No Liens. Before any alteration is commenced, Tenant shall give Landlord at least fifteen (15) days' prior

written notice of same. Tenant, at its expense, shall procure and deliver to Landlord a completion and lien indemnity bond satisfactory to Landlord for such alteration, and during the course of performance of such alteration, Tenant shall, upon Landlord's request, furnish Landlord with sworn contractor's statements and lien waivers covering all work previously performed. Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any lien to be filed against the Premises or the Project, or any part thereof arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of Tenant.

12. ASSIGNMENT AND SUBLETTING.

A. Consent. Tenant shall not, without the prior written consent of Landlord in each instance:

(i) assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of Tenant in this Lease, in whole or in part, by operation of law or otherwise;

(ii) sublet all or any part of the Premises; or

(iii) permit the use or occupancy of all or any part of the Premises for any purpose not permitted under Section 1.K., or by anyone other than Tenant and Tenant's employees.

For purposes of this Section 12.A., an "assignment" shall be considered to include the following, whether accomplished directly or indirectly: (a) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, in the aggregate on a cumulative basis, or the dissolution of the partnership, and (b) if Tenant is a closely held corporation or limited liability company or other like entity (i.e., whose stock or interest is not publicly held and not traded through an exchange or over the counter), the: (i) dissolution, merger, consolidation or other reorganization of Tenant, (ii) sale or other transfer of more than a cumulative aggregate of 50% of the voting shares or interests of Tenant (other than to immediate family members by reason of gift or death) or (iii) sale, mortgage, hypothecation or pledge of more than a cumulative aggregate of 50% of Tenant's net assets.

B. No Waiver. Consent by Landlord to any assignment, subletting, transfer, lien, charge, use or occupancy, shall not operate as a waiver by Landlord of, or to release or discharge Tenant from, any liability under this Lease, whether past, present or future (including liability arising during any renewal term of this Lease or with respect to any expansion space included in the Premises), or be considered to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment, subletting, transfer, lien, charge, use or occupancy. Tenant shall pay Landlord's reasonable costs, charges and expenses, including attorneys' fees, incurred in connection with its review of any proposed assignment or proposed sublease, whether or not Landlord approves such transfer of interest.

13. WAIVER, INDEMNITY AND SUBROGATION.

A. Waiver. To the extent permitted by law, Tenant waives all claims against Landlord, the Manager and their respective officers, partners, agents and employees, for injury or

damage to property sustained by Tenant and resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Premises, the Building or the Project, or from any equipment or appurtenance in the Building, or from any accident in or about the Building or the Project, or from any act or neglect of Landlord or any tenant or other occupant of the Building or the Project or of any other person. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature.

B. Indemnity. Tenant agrees to indemnify and hold harmless Landlord, the Manager and their respective officers, partners, agents, and employees, from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including attorney's fees), for injuries to all persons occurring in or about the Premises and arising from Tenant's occupancy of the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or the Building or due to any other act or omission of Tenant, its agents or employees. If any such proceeding is filed against Landlord or any such indemnified party, Tenant agrees to defend such proceeding at its sole cost by legal counsel reasonably satisfactory to Landlord, if requested by Landlord.

C. Subrogation. Whenever any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence (including negligence) is incurred by either of the parties to this Lease in connection with the Premises, the Building or the Project and such loss, cost, damage or expense is covered by insurance or is required to be covered by insurance under this Lease, then the party so damaged hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense and waives any right of subrogation which might otherwise exist in or accrue to that party on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost and thereupon keeping such release and waiver in full force and effect).

14. LANDLORD'S REMEDIES.

A. Events of Default. Each of the following shall constitute an event of default by Tenant under this Lease: In the event of default Landlord will contact the Alaska Marijuana Control Office and ensure Enforcement /" or AMCO removes all marijuana and marijuana product from facility.

(1) Tenant fails to pay any installment of Rent when due and fails to cure such default within five days after written

notice to Tenant (which 5-day period shall run concurrently with and not be in addition to any statutory Landlord's notice required under Alaska law);

(2) Tenant fails to observe or perform any of the other covenants or provisions of this Lease to be observed or performed by Tenant and fails to cure such default within thirty (30) days after written notice to Tenant;

(3) The interest of Tenant in this Lease is levied upon under execution or other legal process;

(4) Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors;

(5) A petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code, or any amendment, replacement or substitution for such Code;

(6) If any proceeding or action in which Tenant is a party, a Trustee, receiver, operator or custodian is appointed to take charge of the Premises or Tenant's property for the purpose of enforcing a lien against the Premises or Tenant's Property;

(7) If Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in Subsections (3) through (6) above;

(8) Tenant abandons the Premises; or

B. Landlord's Remedies. Upon the occurrence of an event of default by Tenant under this Lease, Landlord, at its option, without further notice or demand to Tenant, may, in addition to all other rights and remedies provided in this Lease, or available to Landlord at law or in equity:

(1) Terminate this Lease and the Term created hereby, in which event Landlord may immediately repossess the Premises and shall be entitled to recover as damages a sum of money equal to the value of the Rent provided to be paid by Tenant for the balance of the Term, less the actual rent collected for said period, if any, and any other sum of money and damages owed by Tenant to Landlord, including costs of re-renting. Should the fair rental value exceed the value of the Rent provided to be paid by Tenant for the balance of the Term of the Lease, Landlord shall have no obligation to pay to Tenant the excess or any part thereof.

(2) Terminate Tenant's right of possession without terminating this Lease, and Landlord may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without demand or notice of any kind to Tenant, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such Rent and upon such terms as shall be satisfactory to Landlord. For the purpose of reletting of the Premises by Landlord, Landlord is authorized to decorate or to make any repairs, changes, alterations, or additions in or to the Premises that may be necessary or convenient. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of rental reserved in this Lease for the balance of its original Term.

If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such decorations, repairs, changes, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time. Tenant agrees that Landlord may file suit to recover any sums failing due under the terms of this Section from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

C. Bankruptcy. In the event a petition is filed by or against Tenant seeking a plan of reorganization or arrangement under the Federal Bankruptcy Code, Landlord and Tenant agree, to the extent permitted by law, that the trustee in bankruptcy shall determine within 60 days after commencement of the case, whether to assume or reject this Lease.

D. Attorney's Fees. Tenant shall pay upon demand, all costs and expenses, including attorney's fees paid or incurred by Landlord in connection with (i) any action or proceeding (including appeals) by Landlord to terminate this Lease or to terminate Tenant's right to possession of the Premises, (ii) any other action or proceeding (including appeals) by Landlord against Tenant, (iii) any default by Tenant under this Lease whether or not Landlord commences any action or proceeding against Tenant, (iv) any action or proceeding (including appeals) by Tenant against Landlord in which Tenant fails to obtain a final unappealable judgment against Landlord, (v) any amendment, modification or extension of this Lease (and any negotiations in such respect), (vi) any assignment, sublease or leasehold mortgage proposed or granted by Tenant (whether or not permitted under this Lease) and all negotiations in such respect, and (vii) any alterations of the Premises desired by Tenant and all negotiations in such respect. Tenant's obligations under this Subsection shall expressly survive the expiration or earlier termination of this Lease.

15. TENANT'S REMEDIES. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If, after notice to Landlord of default, Landlord (or any mortgagee or trustee of deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against

any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

16. SURRENDER OF PREMISES. Upon the expiration or termination of this Lease or termination of Tenant's right to possession of the Premises, Tenant shall surrender and vacate the Premises immediately and deliver possession of the Premises to Landlord.

17. HOLDING OVER. Tenant shall pay Landlord double the Base Rent plus double the Additional Rent then applicable for each month or partial month during which Tenant retains possession of all or any part of the Premises after the expiration or termination of this Lease. Tenant shall indemnify, defend and hold harmless Landlord, the Manager and their respective officers, partners and employees from and against any and all claims, liabilities, actions, losses, damages and expenses (including attorneys' fees) asserted against or sustained by any such party and arising from or by reason of such retention of possession. The provisions of this Section shall not constitute a waiver by Landlord of any rights or remedies, including, without limitation, re-entry rights of Landlord available under this Lease or by law. If Tenant retains possession of all or any part of the Premises for thirty (30) days after the expiration or termination of this Lease, then at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one year commencing on the date such notice is given by Landlord and upon the same terms and conditions as are contained in this Lease, provided, however that Tenant shall pay Rent (including Base Rent and Additional Rent) for such one-year renewal term at a rate equal to one and one-half (1 ½) times the Rent paid by Tenant during the last full month of this Lease.

18. RULES AND REGULATIONS. Tenant shall abide by all reasonable rules and regulations adopted by Landlord from time to time for the operation and management of the Building on the Premises. If any rules and regulations are contrary to the provisions of this Lease, the provisions of this Lease shall govern.

19. FIRE AND OTHER CASUALTY. If all or a substantial part of the Premises are rendered untenable by reason of fire or other casualty, or if the Building is damaged by fire or other casualty in such a manner as materially adversely affects access to or use of the Premises, Tenant shall with reasonable diligence take such action as is necessary to repair and restore the Premises and the Building; provided, however, that if the available proceeds of insurance are insufficient to complete the repairs and restoration caused by such fire or other casualty, then Tenant shall be responsible for the difference in the cost to complete the repairs and restoration. Tenant shall be responsible at its sole cost and expense for the repair, restoration or replacement of Tenant's Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Project as a result of any damage from fire or other casualty.

20. EMINENT DOMAIN. If the whole of the Project or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Project or Premises is

so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date such taking if twenty (20%) percent or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable and physically possible to its condition prior to the condemnation or taking. All compensation awarded or paid upon such total or partial condemnation or taking shall belong to and be the property of Landlord without participation by Tenant. Notwithstanding the foregoing, although Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property, as well as relocation costs associated finding a suitable replacement property for Tenant's business as a result of any such taking, Tenant shall be eligible to participate in any compensation awarded or paid upon such total or partial condemnation.

21. TENANT'S INSURANCE. Tenant, at its expense, shall maintain in force at all times during the Term, commercial general liability insurance - occurrence form, which shall include coverage for personal liability, contractual liability, tenant's legal liability, business interruption, bodily injury, death and property damage, all on an occurrence basis with respect to the business carried on in or from the Premises and Tenant's use and occupancy of the Premises, with coverage for any one occurrence or claim of not less than \$1,000,000 or such other amount as Landlord may reasonably require upon not less than six months' prior written notice, which insurance shall include Landlord, the Manager and their respective officers, partners and employees as additional insureds and shall protect Landlord in respect of claims by Tenant as if Landlord were separately insured. Tenant also agrees to carry insurance against fire, sprinkler damage and such other risks as are from time to time included in standard "all risk" and/or "special peril" forms of insurance (including business interruption, business income and extra expense coverage and insuring against flood and all other forms of water damage) for the full insurable value, covering all of Tenant's personal property and equipment located on or within the Premises and the Building. The insurance carrier and the form and substance of such insurance policy (including the deductible amounts) shall be subject to Landlord's satisfaction. The insurance carrier shall be a responsible carrier authorized to issue such insurance, authorized to do business in Alaska and shall have a policyholders' rating of no less than "A" in the most current edition of Best's Insurance Reports. Any casualty insurance carried by Tenant and covering the Premises or Tenant's fixtures, property or equipment located in the Premises shall contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled against Landlord, the Manager and their respective partners, agents or employees. Tenant shall furnish

to Landlord, prior to the commencement of the Term and prior to the expiration of any then existing coverage, policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, canceled or not renewed without at least thirty (30) days' prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premium, and in that case, only ten (10) days' prior written notice shall be sufficient). In the event that Tenant fails, at any time or from time to time, to comply with the requirements of this Section, Landlord may (i) order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand, as Additional Rent or (ii) impose on Tenant, as Additional Rent, a monthly delinquency fee, for each month during which Tenant fails to comply with the foregoing obligation, in an amount equal to five percent (5%) of the monthly Base Rent then in effect; provided, however, in any such instance where Landlord elects to so provide insurance and charge the premiums therefor to Tenant, as Additional Rent, Landlord agrees that it may not pass through to Tenant, as Additional Rent, the amount of any such insurance premium in excess of the premium that Tenant reasonably evidences to Landlord would be charged to Tenant, if Tenant were to procure the same insurance coverage as then in question (with the same deductible), from an insurer with the Best's rating that equals or exceeds the ten-applicable Best's rating of Landlord's insurer.

22. LANDLORD'S RIGHTS. Landlord shall have the following rights exercisable without notice (except as expressly provided to the contrary) and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for set-off or abatement of the Rent: (i) To take any and all reasonable measures, including inspections and repairs to the Premises, as may be necessary or desirable in the operation or protection of the Premises; (ii) To retain at all times master keys or pass keys to the Premises; (iii) To install and maintain pipes, ducts, conduits, wires and structural elements located in the Premises which serve other parts of Landlord's property; (iv) To audit and review tenants books and financial records, to ensure timely payment of Tenants vendors and compliance with all applicable local, state and federal laws and regulations.

23. ESTOPPEL CERTIFICATE. Tenant shall within thirty (30) days of possession, or from time to time as requested by Landlord, execute and deliver in form and substance satisfactory to Landlord, an estoppel letter signed by an officer or partner of Tenant and certifying: the Commencement Date and the Expiration Date; the date to which Base Rent and Additional Rent has been paid; the amount of Base Rent and Additional Rent then being paid; the amount of any Security Deposit; that Tenant has accepted the Premises; that this Lease is in full force and effect and has not been modified, amended or assigned (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); that all improvements have been fully completed and, if not, a list of "punch list" items to be completed; that there are no defaults of Landlord under this Lease nor any existing condition upon which the giving of notice or lapse of time would constitute a default; that Tenant has not received any concession; that there are no offsets to the payment of Rent; that Tenant has received no notice from any insurance company of any defects or inadequacies of the Premises; Tenant has no options or rights other than as set forth in this Lease; and such other matters which Landlord may reasonably request. If the letter is to be delivered

to a purchaser or other subsequent owner of the Premises, it shall further include the agreement of Tenant to recognize such purchaser or other subsequent owner as Landlord under this Lease and to pay Rent to the purchaser or other subsequent owner or its designee in accordance with the terms of this Lease. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser, mortgagee or ground lessor of all or any portion of the Real Estate. Tenant's failure to deliver such statement within the period requested by Landlord shall be conclusive upon Tenant that this Lease is in full force and effect, without modification except as may be represented by Landlord, that there are no uncured defaults in Landlord's performance, not more than two (2) months' rental has been paid in advance and that all other statements required to be made in the estoppel letter are conclusively made.

24. MORTGAGE BY LANDLORD. This Lease is expressly subject and subordinate at all times to (i) any ground, underlying or operating lease of the Land now or hereafter existing and all amendments, renewals and modifications to any such lease, and (ii) the lien of any mortgage or trust deed encumbering fee title to the Land and/or the leasehold estate under any such ground, underlying or operating lease, and to all advances made or to be made upon the security of such lien. Tenant agrees:

A. If requested by any mortgagee, trustee or lessor, Tenant shall subordinate its interest in this Lease to any such mortgage, trust deed or lease and will execute such subordination agreement or agreements as may be reasonably required by any said mortgagee, trustee or lessor, and

B. In the event of any default by Landlord under this Lease which would give Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right until (i) it has notified in writing the mortgagee, holder of such trust deed or lessor, as the case may be (if the name and address of such mortgage, holder or lessor shall have previously been furnished by written notice to Tenant) of such default, and (ii) such mortgagee, holder or lessor, as the case may be, fails within a reasonable time (not to exceed thirty (30) days) after receipt of such notice to cause such default to be cured, and

C. If any such mortgage or trust deed be foreclosed (or a deed given in lieu of foreclosure), or if any such lease be terminated, upon request of the mortgagee, holder or lessor, as the case may be, Tenant will attend to the purchaser at foreclosure sale (or grantee of deed in lieu of foreclosure) or the lessor under the lease, as the case may be, and will execute such instruments as may be necessary or appropriate to evidence such attornment.

D. In the event that Landlord's mortgagee does foreclose or deem Tenant's use a default by Landlord, Landlord will use best efforts to replat, if possible, the Premises into its own lot free and clear of any mortgages and/or deeds of trust.

25. TRANSFER OF LANDLORD'S INTEREST. In the event of any sale or transfer of the Premises, or Project, and assignment of this Lease by Landlord, subject to the provisions of Section 6B, Landlord shall be and is entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out

of any act, occurrence or omission relating to the Premises, Project or this Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by the Tenant, Landlord shall transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any further liability with respect thereto. Notwithstanding any provision of this Lease to the contrary, Landlord reserves the right to sell or transfer ownership of the Premises, or Project and terminate the Lease without penalty provided Landlord provides Tenant with written notice a minimum of ninety (90) days prior to the proposed date of termination.

26. HAZARDOUS SUBSTANCES. During the term of this Lease, Tenant shall (i) comply at its sole cost and expense with all federal, state and local laws relating to environmental quality, health, safety, contamination and cleanup; (ii) not store and utilize any substance regulated or prohibited under any such laws (other than as reasonably related to the operation of a gas station); and (iii) reimburse, defend, indemnify and hold Landlord, the Manager and their respective officers, partners and employees free and harmless from any and all losses, liabilities and costs including reasonable attorneys' fees arising out of any violation by Tenant of its obligations under this Section.

27. NOTICES. All notices to be given under this Lease shall be in writing and delivered (i) personally (which shall be deemed to have been given upon such actual delivery), (ii) by depositing the same in the United States mail (which shall be deemed to have been given three (3) days following the date upon which same is deposited in the United States mail), certified or registered with return receipt requested, postage prepaid, or (iii) by Federal Express or similar overnight courier (which shall be deemed given one (1) business day following the date upon which same is deposited with such courier), addressed as follows:

A. To Landlord:

Longitude 149 West, LLC
Attn: Jason S. Motyka
PO Box 107
Denali Park, AK 99755

With a copy to:

Daniel J. McCarthy III
Goldstine, Skrodzki, Russian, Nemeck and Hoff, Ltd.
835 McClintock Drive, 2nd Floor
Burr Ridge, Illinois 60527

B. To Tenant at the location stated in Section 1.C. until Tenant takes possession of the Premises and then at the Premises with a copy to Jana D. Weltzin, Esq., at 901 Photo Ave, Anchorage Alaska 99503.

Each party shall have the right to change its notice address by giving the other party written notice thereof in accordance with the terms of this Section.

28. Intentionally Omitted. CONFIDENTIALITY. Tenant agrees to maintain the confidentiality of the amount of

rent per the terms of this Lease.

29. MISCELLANEOUS.

A. Binding Effect. This Lease shall be binding upon and inure to the benefit of the Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns. If this Lease is executed by more than one Tenant, the obligations and liability thereof shall be joint and several.

B. Quiet Enjoyment. Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

C. Exhibits. All Exhibits attached to this Lease are made a part of this Lease and incorporated by this reference into this Lease.

D. Entire Agreement. This Lease and the Exhibits and Rider (if any) attached to this Lease set forth all the covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings (collectively, the "Representations") between Landlord and Tenant concerning the Premises and the Building, and there are no Representations, either oral or written, between them other than those in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, reservations of space, lease proposals, brochures, Representations and information conveyed, whether oral or in writing, between the parties or their respective representatives or any other person purporting to represent Landlord or Tenant. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing signed by both parties.

E. Signing. The signing of this Lease by Tenant and delivery of this Lease to Landlord or its agent does not constitute a reservation of or option for the Premises or an agreement to enter into a Lease and this Lease shall become effective only if and when Landlord signs and delivers same to Tenant; provided, however, the signing and delivery by Tenant of this Lease to Landlord or its agent shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions contained in this Lease, which offer may not be withdrawn or revoked for thirty (30) days after such signing and delivery. If Tenant is a corporation, limited liability company or other entity, (a) Tenant represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof and (b) if Landlord so requests, Tenant shall deliver to Landlord or its agent, concurrently with the delivery of this Lease executed by Tenant, certified resolutions of the board of directors (and shareholders, if required) or managers (and members, if required) authorizing Tenant's execution and delivery of this Lease and the performance of Tenant's obligations hereunder. If Tenant is a partnership, Tenant represents and warrants that all of the persons who are general or managing partners in the partnership have executed this Lease on behalf of Tenant, or that this Lease has been executed and delivered pursuant to and in conformance with a valid and effective authorization therefor by all of the general or managing partners of such partnership, and constitutes the valid and binding agreement of the

partnership and each and every partner therein in accordance with its terms.

F. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim, against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

G. No Accord. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be considered an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right to possession of the Premises shall reinstate, continue or extend the Term.

H. Broker. Tenant has not dealt with any real estate broker, sales person, or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease, or showed the Premises to Tenant. Tenant agrees to indemnify, defend and hold harmless Landlord, the Manager and their respective officers, partners and employees, from and against any and all claims, demands, liabilities, actions, damages, costs and expenses (including attorneys' fees) for brokerage commissions or fees arising out of a breach of such representation.

I. Force Majeure. Landlord shall not be considered in default of any of the terms, covenants and conditions of this Lease on Landlord's part to be performed, if Landlord fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power or water (either an on or off Premises failure), restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by Tenant (or Tenant's agents, employees or invitees) or any other cause beyond the reasonable control of Landlord.

J. No Waiver. The receipt by Landlord of any Rent with knowledge of the breach of any covenant of this Lease by Tenant shall not be deemed a waiver of such breach or any subsequent breach of this Lease by Tenant and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

K. Sections/Paragraphs. Section and/or Paragraph captions in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Sections and/or Paragraphs.

L. Applicable Law. This Lease shall be construed in accordance with the laws of the State of Alaska.

M. Time. Time is of the essence of this Lease and the

performance of all obligations under this Lease.

N. Landlord's Performance. If Tenant fails timely to perform any of its duties under this Lease, Landlord shall have the right (but not the obligation) after the expiration of any applicable notice and cure period, to itself perform such duty on behalf and at the expense of Tenant, without further notice to Tenant, and all sums incurred by Landlord in performing such duty shall be considered additional rent under this Lease and shall be due and payable upon demand by Landlord.

O. Recording. Tenant shall not record this Lease or a memorandum of this Lease with any governmental office or agency. Tenant, upon request of Landlord shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

P. Severability. If any clause, phrase, provision or portion of this Lease or the application of same to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease, nor any other clause, phrase, provision or portion of this Lease, nor shall it affect the application of any clause, phrase, provision or portion of this Lease to other persons or circumstances.

Q. Captions and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All reference to Section numbers refer to Sections in this Lease.

R. Changes Requested by Lender. Neither Landlord nor Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by any lender with respect to Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested. Should any of Tenant's activities at the Building or the Premises constitute an event of default as described under any lender document, and Landlord despite best efforts is unable to replat the Premises to its own unencumbered lot, Landlord has the right to terminate lease with 90 days advance written notice to Tenant.

S. Lease Conditioned on Approval of Tenant's License. This Lease shall be conditioned on the approval of Tenant's application for a lateral transfer of its marijuana dispensary license to the Premises and the Building. In the event Tenant shall fail to obtain approval on the lateral transfer of its marijuana dispensary license to the Premises and the Building, this Lease shall become null and void.

[Signature Page Follows]

IN WITNESS WHEREOF, this Net Lease is executed as of the day and year first above written.

LANDLORD:

LONGITUDE 149 WEST, LLC, an Alaskan limited liability company

By: _____

Jason S. Motyka, Manager

TENANT:

NOMO GOLD, LLC, an Alaskan limited liability company

By: _____

Susan Nowland, Manager

Susan Nowland, Individually

EXHIBIT A

WORK AGREEMENT

Landlord's Work: Move Building to Premises' site.

Tenant's Work: Clear and prepare site for Building to sit, including installation of foundation as needed to support the Building, with Landlord approval on trees to be removed. Install and connect any desired utilities, including electricity, water and septic.

Tenant accepts the Premises in its "as-is", "where-is", "as-built configuration", and Tenant hereby acknowledges that the same are in good condition and repair.

REVISED OPERATING AGREEMENT

NOMO GOLD LLC

THIS OPERATING AGREEMENT (“Agreement”) is made and entered into effective as of the close of business on November 1, 2020, by the undersigned Member of the Limited Liability Company.

ARTICLE 1

Formation of the Company

1.1 Filing Articles of Organization. NOMO Gold LLC (“the Company”) was formed when executed Articles of Organization were filed with the Alaska Department of Commerce & Economic Development on November 10, 2016, in accordance with and pursuant to the Alaska Limited Liability Act (the “Act”). The Company is automatically added as a party to this agreement upon its formation.

1.2 Effect of Articles. The Company is a legal entity separate and distinct from the member(s). The Company’s purpose is as stated in its articles of organization. The Company has the power to pursue this purpose as permitted under the LLC Act. It owns its assets in its own name and capacity with no member having any direct interest in those assets.

1.3 Limited Liability. The member(s) and/or manager are not personally obligated to any; third party for the Company’s debts, obligations, or liabilities.

1.4 Principal Place of Business. The principal place of business of the Company shall be Milepost 248.5 Healy Alaska, and the mailing address of the Company shall be 12015 Wilderness Road, Anchorage, Alaska 99516-5069, or such other mailing address or principal place of business as the Company may from time to time select.

1.5 Other Offices. The Company may have other offices at such places within and without the State of Alaska as the Company may determine from time to time.

ARTICLE 2

Taxation and Accounting

2.1 Federal Taxation. As a single member LLC at the time of its formation the Company is classified as a “disregarded entity” by the IRS, subject to taxation as a Sole Proprietorship and required to report the Company’s profit using Schedule C for the individual member’s personal tax return. The Company may also make an election to be taxed as an S Corporation by filing IRS Form 2553. The decision of what tax treatment will be most beneficial to the Company and

its member will be made consistent with the IRS Code in its present form and after consultation with a qualified tax advisor. It is acknowledged that this calculus may change from time to time due to modifications to the U.S. Tax Code and/or changes in the Company's circumstances in any given tax year and that any change in the tax treatment for the Company will be made only if and as provided for by law.

2.2 Accounting. The Company's annual accounting period for financial and tax purposes is the calendar year. The Company uses the cash basis in determining when to recognize income, expenses and other tax items.

2.3 Tax Advisor. The Company and its member represent that they have or will consult with a tax advisor before filing any S election to make sure the members estate planning arrangements or other personal or business affairs will not jeopardize the Company's S election.

ARTICLE 3

Capital Contributions

3.1 Members and Membership Interests. "Members" shall mean the undersigned and any additional persons who are admitted as Members in accordance with this Agreement, but excluding any person whose Membership Interest has been transferred in accordance with Article 7, or who has withdrawn from the Company. "Membership Interest" shall mean the ownership interest of the Members in the Company based upon the total number of units of Membership Interest outstanding at the particular time.

3.2 Initial Capital Contributions. The following Members shall make the following initial capital contributions and shall receive the following percentage of Membership Interest in exchange for their initial capital contributions:

MEMBER	PERCENTAGE OF INTEREST	AMOUNT OF CONTRIBUTION
Susan Nowland	100%	To be determined

3.3 Profit and Loss Allocations. The Members agree to share in all profits, losses and surplus of the Company according to the percentage of Membership Interest in the Company they hold, as such percentages may change from time to time. All profits and losses shall be allocated to the Members in accordance with Internal Revenue Code Section 704(b) and the alternate test for economic effect set forth in Treas. Reg. §1.704-1(b) (2) (ii) (d), if and as applicable.

3.4 No Right to Return of Contribution. No Member shall have the right to withdraw or to demand the return of all or any part of such Member's capital contribution, except as otherwise authorized. The Company shall not be liable to the Members for repayment of their capital contributions.

3.5 Additional Capital Contributions and Loans. The Members shall not be liable to contribute additional capital to the Company. Upon approval of the Member(s), the Company may borrow funds from Members or third parties on commercially reasonable terms.

ARTICLE 4

Capital Accounts

If and as applicable a separate capital account shall be maintained for each Member in accordance with Internal Revenue Code Section 704(b) and the regulations issued thereunder. No Member shall make any withdrawal from such Member's capital account without prior approval of the Company.

ARTICLE 5

Management

The Company shall be managed by its Member(s) who shall have full and complete authority, power and discretion, to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the company's business in accordance with their respective Membership Interest.

ARTICLE 6

Meetings of Members

6.1 Meetings. Meetings of Members for the transaction of such business as may properly come before the meeting shall be held at the discretion of Members. A meeting of the Members, for any purpose or purposes, may be called by Members holding at least ten percent (10%) of the outstanding units of Membership Interest on such date or dates and at such hour as may be set forth in the notice.

6.2 Place of Meetings. The Member (s) calling the meeting may designate any place, either within or outside the State of Alaska, as the place of meeting.

6.3 Telephonic Meetings. The Members may participate in a meeting by means of a telephonic conference call or similar means of communication via the internet or otherwise by

which all persons participating in the meeting can simultaneously hear each other. Participation in a meeting pursuant to this section shall constitute in person presence at such meeting.

6.4 Notice of Meetings. Written notice to each Member stating the place, day and hour of any special meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally, by mail, electronic mail, confirmed facsimile, or by other such method for which a delivery receipt is obtained, by or at the direction of the Members calling the meeting.

6.5 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A proxy executed by a Member shall automatically revoke any prior proxy the Member may have made.

6.6 Action by Members Without a Meeting. Any action which may be taken at a meeting of Members may be taken without a meeting if the action is authorized in writing signed by Members holding the Membership Interest percentage required to approve the action and after notice of the proposed action has been given to all Members.

6.7 Waiver of Notice. When any notice is required to be given to a Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. A Member's attendance at a meeting waives any notice required.

ARTICLE 7

Transfer of Membership Interest

7.1 Right of First Refusal. Except as provided under Section 7.2 below, a Member must first offer to the Company and to the remaining Members, under terms set forth below, any units of Membership Interest the ownership of which such Member proposes to sell.

7.2 Notice. A Member who desires to sell all or some of such Member's Membership Interest ("Selling Member") shall give written notice to the Company and all of the other Members of such Member's intention no less than thirty (30) days in advance of the date of the proposed sale. The notice shall state the date of the proposed sale, the percentage interest proposed to be sold, the name of the proposed purchaser and the price and terms of the proposed sale.

7.3 Company's Right. The Company shall have the right, but not the obligation, to purchase such percentage of Membership Interest of the Selling Member during a period of fifteen (15) days after receipt of the notice.

7.4 Member's Right. If the Company does not exercise its right to purchase, then the remaining Members shall have the right, but not the obligation, to purchase such percentage interest of the Selling Member during a period of fifteen (15) days after the Company's right has expired or been waived. Each remaining Member desiring to join in the purchase shall have the right to purchase a portion of the membership interest proposed to be sold by the Selling Member. The portion shall be equivalent to a fraction the numerator of which is that Membership Interest percentage held by such remaining Member and the denominator of which is the total percentage interest held by all of the remaining Members desiring to join in the purchase. Notwithstanding the foregoing, the purchasing Members may allocate the Selling Member's interest in any other manner so long as the entire interest proposed to be sold by the Selling Member is purchased.

7.5 Exhaustion of Right. If neither the Company nor the remaining Members acquire such Membership Interest of the Selling Member, the Selling Member shall be free to sell such interest to the proposed purchaser so long as the price and terms of the sale are substantially the same as those reflected in the notice. If a lower price or substantially better terms are extended to the proposed purchaser, the Selling Member's interest shall not be sold to the purchaser until it has again been offered to the Company and the remaining Members in accordance with the terms and conditions of this Section 7.1.

7.6 Exercise of Right. The right of the Company and the remaining Members to purchase the Selling Member's interest shall be exercised, if at all, by written notice of exercise to the Selling Member. Each purchase permitted by the terms of Section 7.1 shall be closed within thirty (30) days after the Company or remaining Members, as applicable, has given notice of exercise. The purchase price and payment terms shall be the same as set forth in the Selling Member's notice.

7.7 Effect of Transfer. A transferee of a Membership Interest, other than in an involuntary transfer described in Section 7.3 below, that otherwise complies with this Article 7 shall be admitted as a Member only if a majority by Membership Interest of the Members (excluding the transferor Member) consent to the admission of the transferee as a Member. A transferee that is

not admitted as a Member shall have no right to participate in the management of the business and affairs of the Company.

7.8 Involuntary Transfer. A transferee of units of Membership Interest in an involuntary transfer shall become admitted as a Member only if all of the non-transferring Members consent to the admission of the transferee as a Member. A transferee in an involuntary transfer that is not admitted as a Member shall have no right to participate in the management of the business and affairs of the Company. An involuntary transfer shall mean any transfer other than a voluntary gift or sale or a transfer at death. An involuntary transfer shall include, but not be limited to, a transfer associated with a bankruptcy filing, assignment for the benefit of creditors, appointment of receiver, divorce proceeding, or judgment creditor execution.

ARTICLE 8

Additional Members

The Company may issue, to existing or new Members, units of Membership Interest in addition to those provided for in this Agreement at such price and under such terms as may be determined from time to time by the Members provided, however, each Member shall have a preemptive right to purchase, as such price and under such terms as has been proposed by the Members, so many of the units to be issued necessary for such Member to maintain the Member's percentage interest held prior to the issuance of such new units of Membership Interest. Any person or entity that acquires units of Membership Interest consistent with the terms of this Article 8 shall make such contribution as is determined by the members as a condition of receipt of such units. Notwithstanding the foregoing, a person or entity receiving such additional units who is not then a Member shall not become a Member until such person or entity becomes a party to this Agreement by signing a counterpart signature page to this Agreement and executing such similar documents as the Company reasonably determines necessary. Upon the admission of an additional Member or the issuance of additional units to an existing Member, the percentages of units of Membership Interest held by each Member shall be recalculated to reflect the transaction.

ARTICLE 9

Distribution

Distributions may be made to the Members only if authorized by the Members. An authorized distribution shall be made to each Member based upon such Member's Membership

Interest. Withdrawal from Membership or transfer of all or some of a Member's units of Membership Interest shall not entitle such withdrawing or transferring Member to receive a distribution from the Company except as may otherwise be authorized by the Members.

ARTICLE 10

Dissolution and Termination

The Company shall dissolve and commence winding up and liquidating upon: (i) the occurrence of any of the events specified in the Act; or (ii) the unanimous agreement of the Members. Distributions to Members upon the liquidation of the Company shall be made in accordance with Internal Revenue Code Section 704(b) and the regulations promulgated thereunder. Notwithstanding the foregoing, if a Member has a deficit balance in such Member's capital account at anytime, the Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other person or entity for any purpose whatsoever.

ARTICLE 11

Limitation of Liability

No Member of the Company shall be personally liable to the Company, its Members or third parties for monetary damages associated with the activities of the Company or for the Member's actions performed in a manner reasonably believed by such Member to be within the scope of the authority granted to such Member and in the best interest of the Company; provided that such act or omission did not constitute fraud, intentional misconduct, bad faith, gross negligence, or a knowing violation of law, or from which such Member personally received a benefit in money, property, or services to which such Member is not legally entitled. Any amendment to or repeal of this Article 11 shall not adversely affect any right or protection of a Member of the Company for or with respect to any acts or omissions of such Member occurring prior to such amendment or repeal.

ARTICLE 12

Books and Records

The Company's books shall be maintained at the principal place of business of the Company. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each fiscal year. The Company will furnish quarterly internal financial statements and

annual audited financial statements to the Member(s) upon request, and prepare and file tax returns in a timely manner, furnishing copies to all Members.

ARTICLE 13

Miscellaneous Provisions

13.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska.

13.2 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.3 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.4 Heirs, Successors and Assigns. Each of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representative, successors and assigns.

13.5 Amendment. This Agreement may be amended only by the affirmative vote of the members.

13.6 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company.

13.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

13.8 Company's Disclaimer of Representations. The Company makes no representation concerning the suitability of an investment in the Company by any Member. An investment in the Company requires careful and informed study with respect to a Member's personal tax and financial positions. The investment involves a high degree of risk and offers no assurance of any return. The Company disclaims having made any representation regarding an assurance of return on a Member's investment or upon the tax implications of such an investment. By executing this Agreement, each Member signifies an understanding of the foregoing and represents that the

Member has undertaken such inquiry as the Member deems appropriate for such Member's level of investment, in light of the Member's personal tax and financial positions.

13.9 Member's Investment Representations. The Membership Interest have not been registered under the Securities Act of 1933, the Securities Act of Alaska or any other state securities laws (collectively, the "Securities Acts") because the Company is issuing the Membership Interests in reliance upon the exemptions from the registration requirements of the Securities Acts. The Company is relying upon the fact that the Membership Interests are to be held by each Member for investment and not with a view to the resale or distribution thereof. By executing this Agreement, each Member signifies an understand of and warrants compliance with the foregoing.



SUSAN NOWLAND, OWNER

Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS & PROFESSIONAL
LICENSING**

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	NOMO Gold LLC

Entity Type: Limited Liability Company

Entity #: 10042291

Status: Good Standing

AK Formed Date: 10/10/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: 12015 WILDERNESS RD, ANCHORAGE, AK 99516

Entity Physical Address: 12015 WILDERNESS RD, ANCHORAGE, AK 99516-5069

Registered Agent

Agent Name: Registered Agents Inc

Registered Mailing Address: 12015 WILDERNESS RD, ANCHORAGE, AK 99516

Registered Physical Address: 12015 WILDERNESS RD, ANCHORAGE, AK 99516

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Susan Nowland	Manager, Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
10/10/2016	Creation Filing	Click to View	Click to View
12/10/2017	Initial Report	Click to View	
3/26/2018	Biennial Report	Click to View	
12/30/2019	Biennial Report	Click to View	

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