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LETTER OF INTENT TO LEASE

This document is a Letter of intent to lease real property ("Letter") between Ridgeline Property Management, LLC, an Alaskan Limited Liability Company ("Lessor"), and Whittier Lodging, LLC, an Alaskan Limited Liability Company ("Lessor"), collectively (the "Parties"), dated this 12/6/2023 day of December 2023.

This letter shall determine the basic terms the Parties shall abide by upon entering into this Lease Agreement (the "Agreement").

This letter is not a contractually binding agreement between the parties and shall only serve as a listing of the terms and conditions used in a formal written agreement between the parties.

PROPERTY: Area B, Lot 7 of Harbor View Subdivision, Whittier, Alaska 99693.

(shall be referred to as "the Property'' moving forward)

Legal Description: a portion of Lot 8, Dependent Resurvey and Subdivision of U.S. Survey 9008, and all of Parcel A, U.S. Survey 9008.

Terms:

- Ridgeline Property Management has the ability to Sublease to GOOD, LLC for the commercial sale of marijuana and marijuana products.
- Lease shall be an initial 5-year term with three (3) 5-year renewal options.
- Rent shall be a monthly base amount of $300.00 (Three Hundred Dollars) with an increase of 2% of monthly gross sales.
- Building provided as "vanilla shell" level of finish.
- First right of refusal provided to Ridgeline Property Management, LLC if Whittier Lodging, LLC decides to sell the Property.
- Monthly Gross Sales Rent forgiveness until GOOD LLC is ready to sell marijuana and marijuana product. Base rent shall still be paid monthly.
- This agreement or any future lease/sublease agreements shall become void if GOOD, LLC is unable to obtain licensing for a retail marijuana store.
- Lessor is responsible for the building's exterior (minus a possible deck area) and services, and Lessee is responsible for the building's interior.
- Lease shall be a "Triple Net Lease". Lessee is responsible for all maintenance. Lessor is responsible for the "Structure". (example: Lessor responsible for building structural issues, Lessee is responsible for cosmetic wear and tear)
- All utilities shall be paid by Lessee.
- Lease shall be subordinate to Lessor's lease with the City of Whittier and the City of Whittier's lease with the Alaska Railroad.
- Lessor shall be listed as another named insured in Lessee's insurance policy at a term of $1mm per occurrence and $2mm aggregate with a 30-day notice of cancellation

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Lessor and Lessee hereby agree to the terms and conditions of this Letter of Intent:

Lessor

Whittier Lodging, LLC

DocuSigned by:
Sloane Unwin
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Sloane Unwin - Member

DocuSigned by:
Todd Perez
E896F054F137437...

Todd Perez – Member

Lessee

Ridgeline Property Management, LLC

DocuSigned by:
Trevor Haynes
881DC992D20543D...

Trevor Haynes - Member

DocuSigned by:
Steve Aldrich
3AAC93B53D864DB...

Steve Aldrich - Member