UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

January 3, 2025
Date of Report (Date of earliest event reported)

BODY AND MIND INC.

(Exact name of registrant as specified in its charter)

Nevada	**000-55940**	**98-1319227**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

750 – 1095 West Pender Street **Vancouver, British Columbia, Canada**	**V6E 2M6**
(Address of principal executive offices)	(Zip Code)

(800) 361-6312
Registrant's telephone number, including area code

Not applicable.
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol (s)	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (Section 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (Section 240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

SECTION 1 – REGISTRANT'S BUSINESS AND OPERATIONS

Item 1.01 Entry into a Material Definitive Agreement

As previously disclosed in Body and Mind Inc.'s (the "**Company**") Current Report on Form 8-K filed with the SEC on February 6, 2024, on January 31, 2024, the Company's wholly-owned subsidiary, DEP Nevada, Inc. ("**DEP**"), and DEP's wholly owned subsidiary, Nevada Medical Group, LLC, a Nevada limited liability company ("**NMG**") entered into a membership interest purchase agreement (the "**MIPA**") with Vegas Brazil LLC, a California limited liability company ("**Vegas Brazil**"), whereby DEP, which currently holds beneficially and of record, one hundred percent (100%) of the issued and outstanding membership interests (the "**Interests**") in NMG, intended to sell the Interests to Vegas Brazil for a purchase price (the "**Purchase Price**") consisting of: (i) a cash deposit of $250,000, which has already been paid by Vegas Brazil to DEP; (ii) $750,000 in cash to be paid within six months of receipt of regulatory approval by the Nevada Cannabis Compliance Board (the "**Regulatory Approval**"), which cash payment was to be covered by a personal guarantee of an affiliate of Vegas Brazil; and (iii) a secured promissory note in the amount of $1,000,000 (the "**Note**") to be delivered by Vegas Brazil to DEP on the closing date, and which Note was to be personally guaranteed by an affiliate of Vegas Brazil. Concurrently with entering into the MIPA, Vegas Brazil and DEP entered into a side letter agreement (the " **Side Agreement**") to set forth the terms of their mutual understanding relating to the mechanics for Vegas Brazil's economic takeover of NMG while the Regulatory Approval for the transaction contemplated in the MIPA was pending, which the Side Agreement shall terminate on the earlier of (i) the termination of the MIPA, or (ii) the closing date of the MIPA, unless otherwise terminated in accordance with the Side Agreement.

On January 3, 2025, DEP and Vegas Brazil entered into an assignment and assumption agreement (the "**Assignment and Assumption Agreement**") with Fox Farms LLC, a Nevada limited liability company ("**Fox Farms**"). Pursuant to the Assignment and Assumption Agreement, Vegas Brazil shall assign all of its rights, duties, obligations, privileges and rights in and to the MIPA to Fox Farms, and Fox Farms shall assume the same from Vegas Brazil except as may be amended and modified by DEP, NMG and Fox Farms. DEP and NMG consented to the terms of the Assignment and Assumption Agreement. Concurrently with the Assignment and Assumption Agreement, DEP, Vegas Brazil, JL Skylegacy, Inc., a California corporation, and Tommy Le, an affiliate of Vegas Brazil, entered into a termination agreement (the "**Termination Agreement**") to terminate the Side Agreement, including Vegas Brazil's obligations thereunder, along with a limited guaranty provided Tommy Le for any indemnification claims that may arise in the future relating to or connected to the period the Side Agreement was valid and in effect (the "**Indemnification Guaranty**").

On January 3, 2025, Fox Farms, DEP and NMG entered into a first amendment to the MIPA (the "**Amendment**" and, together with the MIPA, the "**Amended MIPA**"), pursuant to which, among other things, the parties changed the Purchase Price to $400,000 (the "**New Purchase Price**"), with the first $200,000 payment due upon execution and the remainder to be paid on the closing date via a promissory note (the "**New Note**"), which will be personally guaranteed by an affiliate of Fox Farms (the "**Guaranty**"). The New Note shall bear interest at a rate per annum equal to the most recent applicable federal rate as of the closing date of the Amended MIPA, and Fox Farms is to repay the New Note in twelve (12) equal monthly payments starting on the first date of the calendar month immediately following the closing.

Closing of the Amended MIPA (the "**Closing**") is subject to the satisfaction or waiver of certain conditions, including, but not limited to: (i) receipt of written evidence of Regulatory Approval approving the change in ownership of NMG and the commercial cannabis cultivation, distribution and manufacturing licenses held by NMG resulting from the sale of the Interests; (ii) receipt of signed consents from each landlord of the premises leased by NMG in Las Vegas; (iii) execution and delivery of the New Note and the Guaranty; (v) assignment of the Interests from DEP to Fox Farms; and (vi) resignation of the current manager and any officers of NMG. The Closing shall occur no later than fifteen (15) calendar days following receipt of the Regulatory Approval and after the last of the conditions to Closing have been satisfied or waived, or such other time as the parties may agree (the actual Closing date being the "**Closing Date**").

Concurrently with the Assignment and Assumption Agreement and the Amendment, DEP and Fox Farms entered into a side letter agreement (the " **New Side Agreement**") to set forth the terms of their mutual understanding relating to the mechanics for Fox Farms' economic takeover of NMG while the Regulatory Approval for the transaction contemplated in the Amended MIPA is pending, which the New Side Agreement shall terminate on the earlier of (i) the termination of the Amended MIPA, or (ii) the Closing Date, unless otherwise terminated in accordance with the New Side Agreement. The New Side Agreement shall cover, among other things, the rights granted from August 1, 2024, which is the economic takeover date, improvements to the facilities, operations, indemnification of each of the parties, termination, set-off of any tax liabilities against the value of the New Note and a no-fault termination sell off right in favour of Fox Farms for up to $200,000.

Concurrently with the Assignment and Assumption Agreement, the Amendment and the New Side Agreement, DEP and Fox Farms entered into a trademark license and marketing agreement (the "**Trademark License Agreement**"), pursuant to which DEP granted to Fox Farms a royalty-free, limited exclusive, non-transferable and non-sublicensable (except as otherwise set forth in the Trademark License Agreement) license (the "**License**") to utilize the Licensed Marks (as defined in the Trademark License Agreement) solely in the State of Nevada (the "**Territory**") and solely to brand Fox Farms' (i) cannabis which was cultivated at the NMG premise (the "**Premise**"), (ii) cannabis distribution activities originating from the Premise, (iii) cannabis production activities originating from the Premise, and (iv) any ancillary uses of the Licensed Marks for all commercial cannabis activity that Fox Farms is lawfully engaged to conduct in the Territory which originate from the Premise. The Trademark License Agreement shall continue for a period of ninety-nine (99) years unless terminated earlier in accordance with its terms. The License will be exclusive to Fox Farms in the Territory until the date that is one year from the date on which DEP delivers written notice to Fox Farms to terminate the limited exclusivity right.

The foregoing descriptions of the Assignment and Assumption Agreement, the Termination Agreement, the Amendment, the New Side Agreement and the Trademark License Agreement do not purport to be complete and are subject to, and qualified in their entirety by, the Assignment and Assumption Agreement, the Termination Agreement, the Amendment, the New Side Agreement and the Trademark License Agreement, which are filed as Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5 hereto, respectively, and are incorporated herein by reference.

SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit	Description
10.1	Assignment and Assumption Agreement by and among Vegas Brazil LLC, Fox Farms LLC and DEP Nevada, Inc., dated January 3, 2025
10.2	Termination of Letter Agreement by and among DEP Nevada, Inc., Vegas Brazil, LLC, JL Skylegacy, Inc. and Tommy Le(†)
10.3	First Amendment to Membership Interest Purchase Agreement by and among Fox Farms LLC, DEP Nevada, Inc., and Nevada Medical Group, LLC
10.4	Letter Agreement between DEP Nevada, Inc. Fox Farms LLC and Nevada Medical Group, LLC, dated January 3, 2025
10.5	Trademark License and Marketing Agreement by and between DEP Nevada, Inc. and Fox Farms LLC
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the inline XBRL document)

Notes:
(†) Portions of this exhibit have been omitted.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BODY AND MIND INC.

DATE: January 10, 2025

By: */s/ Michael Mills*
Michael Mills
President, CEO and Director

EXHIBIT 10.1

ASSIGNMENT AND ASSUMPTION

This assignment and assumption (this "Assignment**"**) is hereby made and entered as of January 3, 2025 (the "Effective Date") by and among Vegas Brazil, LLC, a California limited liability company ("Assignor") Fox Farms LLC, a Nevada limited liability company (or its designated assignee) ("Assignee"), and DEP Nevada Inc., a Nevada corporation ("DEP"). As used herein, Assignor, Assignee, and DEP may individually be referred to as a "Party" and collectively as the "Parties."

WHEREAS, on January 31, 2024, Assignor entered into that certain membership interest purchase agreement (the "MIPA") with DEP and Nevada Medical Group, LLC, a Nevada limited liability company (the "Company");

WHEREAS, pursuant to the terms of the MIPA, on the conditions set forth therein, Assignor would purchase one hundred percent (100%) of the membership interest (the "Subject Interest") of the Company from DEP;

WHEREAS, subject to the terms and conditions set forth in this Assignment: (i) the Assignor desires to assign all buyer rights and obligations under the MIPA to Assignee; (ii) Assignee desires to assume all buyer rights and obligations under the MIPA, except as may be amended and modified by DEP, the Company, and Assignee, and (iii) DEP and the Company each desire to provide their respective consent to such assignment as required by Section 9.11 of the MIPA;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee, Assignor, and DEP intending to be legally bound hereby, hereby covenant and agree as follows:

1. **Assignment and Assumption.** As of the Effective Date, the Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, all of Assignor's rights, duties, obligations, privileges, and interest in, to, and under the MIPA. Upon the Effective Date, the Assignee hereby assumes and agrees to perform, fulfill, and comply with all covenants, duties, and obligations to be performed, fulfilled, or complied with by Assignor under the MIPA and transactions contemplated therein, except as may be amended and modified by DEP, the Company, and Assignee.

2. **Consent**. DEP and the Company each hereby expressly consent to the assignment of the MIPA as required by Section 9.11 of the MIPA.

3. **Additional Documents.** The Parties will sign and deliver such additional documents and take such further actions, as may be reasonably requested by any of the Parties to further effect and evidence this Assignment.

4. **Authority to Amend the MIPA.** As of the Effective Date, the Assignee, DEP, and Company shall have the right and authority to amend the MIPA to reflect this Assignment, without any further act, consent, or signature by Assignor.

5. **Waiver of Claims by Assignor**. Except for the equipment set forth on Schedule I attached to this Assignment, the Assignor further waives and disclaims any right, title, or interest in and to any furniture, fixtures, equipment, or other assets ("Abandoned FF&E") remaining at the Facility (as defined in the MIPA) as of the Effective Date of this Assignment. Furthermore, by executing this Assignment, Assignor assigns, transfers, and conveys to Assignee all right, title, and interest in and to such FF&E, free and clear of any lien or interest.

6. **Miscellaneous.**

a. Notice. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally, or by overnight courier, or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page.

b. Choice of Law. This terms of this Assignment shall be construed in accordance with the laws of the State of Nevada, as applied to contracts entered into by Nevada residents within the State of Nevada, and to be performed entirely within the State of Nevada.

c. Amendments and Waivers. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by all parties hereto.

d. Severability. In the event any one or more of the provisions contained in this Assignment should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

e. No Presumption. The Parties acknowledge that each party hereto has been represented by counsel in connection with this Assignment and all related documents for the contemplated transaction. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Assignment or exhibits attached hereto against the drafting Party has no application and is expressly waived.

f. Counterparts. This Assignment may be executed in any number of counterparts (including facsimile or digital electronic counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g. Further Assurances. Each party shall execute and deliver such documents and take such action, as may reasonably be considered within the scope of such party's obligations hereunder, necessary to effectuate the transactions contemplated by this Assignment.

h. Non Interference. The Assignor acknowledges the validity of this Assignment and covenants and warrants that it shall forever refrain and forebear from commencing, instituting, or prosecuting any lawsuits, actions, claims, or other proceedings with the intent of rescinding this Assignment and/or contesting, delaying, impeding, or impairing the Assignee, DEP, and Company from effectuating the MIPA or any other transaction with respect to the Subject Interest.

i. Authority. Each Party represents and warrants it has all necessary authority to enter into this Assignment, to carry out its respective obligations and to consummate the transactions contemplated hereby. The execution and delivery by each Party to this Assignment, the performance by each Party of its respective obligations hereunder, and the consummation by each Party of the transactions contemplated hereby have been duly authorized by all requisite action on the part of each Party. This Assignment constitutes a legal, valid, and binding obligation of each Party enforceable against each Party in accordance with its terms.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above in their individual capacity, or by their respective officers or representatives thereunto duly authorized.

ASSIGNOR:

Vegas Brazil, LLC

By: */s/ Julie Le*
Name: Julie Le
Its: Manager
Address:
1 Corporate Park
Suite 112
Irvine, CA 92606
Email:

ASSIGNEE:

Fox Farms LLC

By: */s/ Alex Fox*
Name: Ivan Alexander Fox
Its: Managing Member
Address: 1800 Industrial Road
Suite 108G
Las Vegas, Nevada 89102
Email: ivanfox2019@gmail.com

DEP:

DEP Nevada Inc.

By: */s/ Stephen 'Trip' Hoffman*
Name: Stephen "Trip" Hoffman
Its: President
Address: 2625 N Green Valley Pkwy
Suite 150
Henderson, NV 89014
Email: triphoffman@bodyandmind.com

AGREED, ACCEPTED, AND CONSENTED TO:

Nevada Medical Group, LLC
(the "Company")

By: */s/ Stephen 'Trip' Hoffman*
Name: Stephen "Trip" Hoffman
Its: Manager
Address: 2625 N Green Valley Pkwy
Suite 150
Henderson, NV 89014
Email: triphoffman@bodyandmind.com

SCHEDULE I

Equipment excluded from the Abandoned FF&E

Item	Additional Description	Number of Units
Trolmaster humidistat		19
HCS1 Controllers		4
Lights		13
FOHSE Controllers		3
305 Dehus		25
5boxes flower pots		3
506 Dehumidifier		1
Standup dehumidifier		4
Small dehumidifier		5
Rolling dehumidifier		4
Ideal air dehumidifier		6

EXHIBIT 10.2

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL

TERMINATION OF LETTER AGREEMENT

This termination of letter agreement (the "**Termination Agreement**") is made and entered into as of January 3, 2025 (the "**Effective Date**"), by and among DEP Nevada, Inc., a Nevada corporation ("**DEP**"), Vegas Brazil, LLC, a California limited liability company ("**Brazil**"), JL Skylegacy, Inc., a California corporation ("**Skylegacy**"), and Tommy Le, an individual ("**Le**"). DEP, Brazil, Skylegacy, and Le are each referred to herein as a "**Party**" and are collectively referred to herein as the "**Parties**." Any capitalized terms used but not defined in this Termination Agreement shall have the meanings given to them in the MIPA.

WHEREAS, on January 31, 2024, DEP and Brazil entered into a membership interest purchase agreement (the "**MIPA**") whereby Brazil would purchase 100% of the equity of Nevada Medical Group, LLC, a Nevada limited liability company (the "**Company**") from DEP;

WHEREAS, contemporaneously with the MIPA, the Parties entered into that certain letter agreement, dated January 31, 2024 (the "**Letter Agreement**"), to govern certain operational matters including the date on which Brazil would take over economic control of the Company;

WHEREAS, in connection with the Letter, Skylegacy delivered a guaranty in favor of DEP, guaranteeing certain obligations Brazil has under the Letter Agreement (the "**Initial Guaranty**");

WHEREAS, in light of certain circumstances, the Parties have mutually agreed for Brazil to assign all of its rights under the MIPA to Fox Farms LLC, a Nevada limited liability company ("**Fox**") pursuant to that certain assignment and assumption agreement between the Parties, the Company, and Fox, entered into contemporaneously herewith (the "**Assignment Agreement**");

WHEREAS, as of the Effective Date, (i) DEP and Brazil mutually desire to terminate the Letter Agreement, (ii) determine the ownership of certain assets and equipment at the Facilities, and (iii) amend the Initial Guaranty to limit the scope of the obligations and (iv) substitute Skylegacy with Le as the guarantor, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

1. Termination of Letter Agreement. As of the Termination Date (defined below), the Letter Agreement is hereby terminated, cancelled, nullified, and voided. Except as otherwise set forth herein, any and all rights and obligations granted or conferred in connection with the Letter Agreement are hereby terminated. Except as set forth in this Termination Agreement, DEP and Brazil each acknowledges and agrees, upon such termination, that no consideration is owed or due to it under the Letter Agreement. For purposes of this Termination Agreement, the "**Termination Date**" shall mean 12:01 a.m. PST of the next immediate calendar day following both the complete execution of this Termination Agreement by all Parties and Le's execution and delivery of the Limited Guaranty to DEP.

2. Transition. The Parties agree that Brazil (and its affiliates, employees, representatives, agents, and contractors) had access to and operational control of the Facilities (as defined in the MIPA) from December 15, 2023 up through and including July 31, 2024, inclusive (being the "**Operational Period**"). As part of this Termination Agreement, DEP and Brazil agree that Brazil shall have the right to remove from the Facilities, keep, and/or maintain in its possession those specific assets set forth in Schedule I (the "**Brazil Assets**") and Schedule II (the "**Dehumidifiers**"). Provided however, the Dehumidifiers shall remain at the Facilities (to be used by the Company) until January 1, 2025, after which date DEP shall make the Dehumidifiers available for Brazil to remove from the Facilities (unless DEP, in its sole discretion, makes any of the Dehumidifiers available for removal by Brazil prior to January 1, 2025).

3. Modified Guaranty. The Parties agree that as a material provision of this Termination Agreement, Le shall execute and deliver the limited guaranty to DEP (the "**Limited Guaranty**") attached as Exhibit A, the purpose of which is to provide a guaranty for Brazil's Indemnification Obligations set forth in Paragraph 4 and to release Skylegacy from the Initial Guaranty.

4. Operational Period Indemnification. Brazil, for itself and its successors, representatives, assigns, members, shareholders, owners, agents, employees, managers, directors, officers, and attorneys ("**Representatives**"), and each of them, shall fully defend, indemnify, and hold harmless the Company and DEP, and their respective Representatives from and against any and all Claims, arising directly or indirectly out of, or resulting in any way from, or in connection with (collectively, the "**Indemnification Obligations**"): (i) Brazil's acts and omissions which occurred during the Operational Period, (ii) Brazil's operation and management of the Facilities during the Operational Period, (iii) any Improvements which exist at the Facilities due to Brazil's acts during the Operational Period, (iv) any costs, obligations, expenditures, taxes, and Liabilities which were incurred by Brazil (either for itself or the Company) during the Operational Period, and (v) any violation, breach, or non-compliance with Applicable Laws (including any regulatory violation) by Brazil during the Operational Period. For sake of clarity, the Indemnification Obligations extend to acts and omissions by Brazil and each of its Representatives.

5. DEP Release. As of the Termination Date, DEP and its Representatives and, each of them, hereby releases and forever discharges Brazil and its Representatives, and each of them, of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action ("**Claims**") of every nature, character and description, known and unknown, which they or any person claiming or purporting to claim through him now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold, by reason of any matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done that relates specifically to the MIPA. Notwithstanding the foregoing, DEP expressly retains any Claims that DEP or its Representatives may have that in any manner relates to, is connected to, or arises from this Termination Agreement, the Limited Guaranty, the Assignment Agreement, the Operational Period, its rights under the Indemnification Obligations, and/or Paragraph 4 (the "**DEP Retained Claims**").

6. Brazil Group Release. As of the Termination Date, Brazil, Skylegacy, and Le (collectively, the " **Brazil Group**") and each of their respective Representatives and, each of them, hereby releases and forever discharges DEP and the Company and each of their respective Representatives, and each of them, of and from any and all Claims of every nature, character and description, known and unknown, which they or any person claiming or purporting to claim through him now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold, by reason of any matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done that relate to the MIPA, the Assignment Agreement, and the Letter Agreement. Notwithstanding the foregoing, the Brazil Group expressly retains any Claims that it may have that relates to this Termination Agreement (the "**Brazil Retained Claims**" together with the DEP Retained Claims collectively being the "**Retained Claims**").

7. Full and Final Accord. The Parties hereto intend this Termination Agreement to be effective as a full and final accord and satisfaction and release of each and every Claim except for their respective Retained Claims. The parties hereby acknowledge that they are familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

> "**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor**."

Each party to this Termination Agreement waives and relinquishes any right and benefit which they have or may have under Section 1542 to the full extent that they may lawfully waive all such rights and benefits pertaining to any Claims except their respective Retained Claims.

8, Indemnification. Each Party agrees to indemnify and hold harmless the other Party, and any of his Representatives, against any Claim (including the payment of attorneys' fees and costs incurred, whether or not litigation to be commenced) by any person or entity that is not a party to this Termination Agreement, which is inconsistent with this Termination Agreement.

9. No Litigation. Each Party agrees to forever refrain and forebear from commencing, instituting or prosecuting any lawsuits, actions or other proceedings based on, arising out of or in connection with any Claim being released hereunder; and to cause to be dismissed, with prejudice, any lawsuits, actions or other proceedings that are subject to release and discharge by virtue of this Termination Agreement. Notwithstanding the foregoing, in the event of a dispute between the Parties relating to any Retained Claims, such dispute shall be governed in accordance with Paragraph 10.

10. Choice of Law; Arbitration.

a. The terms of this Termination Agreement shall be construed in accordance with the laws of the State of Nevada, as applied to agreements entered into by Nevada residents within the State of Nevada, and to be performed entirely within the State of Nevada.

b. In the event of any Claim arising out of or relating to any Retained Claim or the interpretation, validity or enforceability of this Termination Agreement, the parties hereto shall use their good faith efforts to settle the Claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to the parties. If the Claim cannot be settled through negotiation within a period of seven (7) days, the parties agree to attempt in good faith to settle the Claim through mediation, administered by a mediator mutually agreeable to the parties, before resorting to arbitration. If they do not reach such resolution, or an agreed upon mediator cannot be identified, within a period of thirty (30) days, then, upon notice by either Party to the other they shall commence arbitration as set forth below. A party failing or refusing to submit a Claim to mediation shall not be entitled to an award of attorney's fees even if later they are determined to be the prevailing party.

c. Subject to the foregoing, the parties agree to submit all claims and any dispute related to this Termination Agreement and/or any Retained Claim to binding arbitration before JAMS. The arbitration shall be held in accordance with the JAMS then-current Streamlined Arbitration Rules & Procedures (and no other JAMS rules), which currently are available at: https://www.jamsadr.com/rules-streamlined-arbitration. The arbitrator shall be either a retired judge, or an attorney who is experienced in commercial contracts and licensed to practice law in Nevada, selected pursuant to the JAMS rules. The parties expressly agree that any arbitration shall be conducted in the Clark County, Nevada. Each party understands and agrees that by signing this Termination Agreement, such party is waiving the right to a jury. The arbitrator shall apply Nevada substantive law in the adjudication of all matters hereunder. Notwithstanding the foregoing, any party to a claim may apply to the state courts located in Clark County for a provisional remedy, including, but not limited to, a temporary restraining order or a preliminary injunction. The application for or enforcement of any provisional remedy by a party shall not operate as a waiver of the agreement to submit a dispute to binding arbitration pursuant to this provision. After a demand for arbitration has been filed and served, the parties may engage in reasonable discovery in the form of requests for documents, interrogatories, requests for admission, and depositions. The arbitrator shall resolve any disputes concerning discovery. The arbitrator shall award costs and reasonable attorneys' fees to the prevailing party, as determined by the arbitrator, to the extent permitted by Nevada law unless the prevailing party failed or refused to first submit their claim to mediation in accordance with the subsection directly above. The arbitrator's decision shall be final and binding upon the parties. The arbitrator's decision shall include the arbitrator's findings of fact and conclusions of law and shall be issued in writing within thirty (30) days of the conclusion of the arbitration proceedings. The prevailing party may submit the arbitrator's decision to state courts located in Clark County for an entry of judgment thereon. Any party's failure to pay their pro rata share of any arbitration fees and expenses shall not be grounds to delay the appointment of an arbitrator or to stay the arbitration. Further, any failure of a party to pay such fees and/or expenses within 30 days of the respective due date shall constitute a default by that party and entitle the non-defaulting party to the entry of a default judgment by the arbitrator against the defaulting party. Any default judgment awarded by an arbitrator shall be fully enforceable, and all defenses to entry, enforcement, or collection upon that default judgment are waived.

11. Miscellaneous.

a. This Termination Agreement is intended by the Parties as the final expression of their agreement and understanding with respect to the subject matter hereof, and as a complete and exclusive statement of the provisions thereof. This Termination Agreement supersedes any and all prior or contemporaneous agreements and understandings.

b. The Parties hereto shall execute any further documents reasonably necessary to effectuate the terms of this Termination Agreement.

c. This Termination Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, administrators, successors, and legal representatives.

d. Without regard to which party initially drafted this Termination Agreement, it shall not be construed against any party and shall be construed and enforced as a mutually prepared agreement.

e. This Termination Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of all parties, but all of which counterparts when taken together will constitute one and the same agreement.

f. For purposes of this Termination Agreement, a facsimile or other electronic version of a Party's signature, such as a .pdf, printed by a receiving facsimile or printer or a digital signature received via www.docusign.com or www.adobesign.com will be deemed an original signature

g. Each Party signing below warrants and covenants it has the full legal capacity, power, and authority to enter into this Termination Agreement and make the representations, warranties, covenants, and agreements contained herein.

h. Each Party agrees that it will not, directly or indirectly via a third party or any other means, disparage, defame or make derogatory remarks (whether orally or in writing), or direct or authorize anybody else to disparage, defame or make derogatory remarks (whether orally or in writing), regarding any. other Party or its business, to third parties or in any media whatsoever, including but not limited to television, cable, radio, news media, internet websites of any kind, recordings (audio, video, and digital or computer-based), "blogs" and message boards, "tweets" and all other types of electronic and digital media, in any language and in any jurisdiction, whether now known or subsequently developed. Any violation of this provision shall give rise to an action for damages and injunctive relief.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed as of the Effective Date.

DEP Nevada, Inc.
("**DEP**")

By: */s/ Stephen 'Trip' Hoffman*
Name: Stephen 'Trip' Hoffman
Its: President

Vegas Brazil, LLC
("**Brazil**")

By: */s/ Julie Le*
Name: Julie Le
Its: Manager

JL Skylegacy, Inc.
("**Skylegacy**")

By: */s/ Julie Le*
Name: Julie Le
Its: Authorized Signatory

Tommy Le

/s/ Tommy Le

SCHEDULE I

Brazil Assets

Item	Additional Description	Number of Units
Trolmaster humidistat		19
HCS1 Controllers		4
Lights		13
FOHSE Controllers		3
305 Dehus		25
5boxes flower pots		3

Schedule I: Termination Agreement

SCHEDULE II

Dehumidifiers

Item	Additional Description	Number of Units
506 Dehumidifier		1
Standup dehumidifier		4
Small dehumidifier		5
Rolling dehumidifier		4
Ideal air dehumidifier		6

Schedule II: Termination Agreement

EXHIBIT A

GUARANTY

This guaranty (this "**Guaranty**") is made effective as of January 3, 2025 (the "**Effective Date**") and delivered by Tommy Le, an individual (the "**Guarantor**") in favor of DEP Nevada, Inc., a Nevada corporation ("**DEP**").

WHEREAS, contemporaneous herewith, Vegas Brazil LLC, a California limited liability company (the "**Operator**") and DEP are entering into that certain termination agreement (the "**Termination Agreement**") which shall terminate the letter agreement, dated January 31, 2024 (the "**Letter Agreement**") pursuant to which the Operator was managing and operating DEP's commercial cannabis facilities located in Clark County, Nevada;

WHEREAS, the Operator operated the Operations at the Facilities (as each is defined in the Letter Agreement) during the Operational Period (defined in the Termination Agreement);

WHEREAS, pursuant to the Termination Agreement, the Operator is obligated to indemnify, defend, and hold harmless DEP for the Operator's management of the Operations and Facilities during the Operational Period;

WHEREAS, it is a condition precedent to the Termination Agreement becoming effective that the Guarantor shall have first executed and delivered this Guaranty;

WHEREAS, the Guarantor stands to materially benefit from the Termination Agreement;

NOW, THEREFORE, in consideration of the promises and in order to induce DEP to enter into the Termination Agreement, the Guarantor hereby agrees as follows:

1. Definitions. As used in this Guaranty, capitalized terms not otherwise defined herein have the meanings provided for such terms in the Termination Agreement.

(a) "**Affiliate**" means as to a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with, the Person specified.

(b) "**Guaranteed Obligations**" shall have the meaning set forth in Section 2(a).

(c) "**Lien**" means, with respect to any specified asset, any and all liens, claims, encumbrances, mortgages, options, pledges and security interests thereon.

(d) "**Person**" shall mean any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof, or any other entity.

(e) "**Indemnification Obligation**" shall mean the obligation of the Operator to defend, indemnify, and hold harmless DEP and its Representatives pursuant to Paragraph 4 of the Termination Agreement, and all costs, fees and expenses related thereto, in each case whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, which may arise under, out of, or in connection with the Operator's obligations under Paragraph 4 of the Termination Agreement.

(f) "**Transfer**" means to assign, sell, offer to sell, pledge, dispose of or any other like transfer, directly or indirectly.

2. Guaranty.

(a) The Guarantor unconditionally and irrevocably guaranties to DEP, from the Effective Date and at all times thereafter while any Indemnification Obligation remains outstanding (but not less than ten (10) years from the Effective Date), punctual and prompt payment to DEP of all costs, expenses, fees, and reimbursements of any kind necessary to satisfy any Indemnification Obligations (the "**Guaranteed Obligations**").

(b) The Guarantor agrees that this guaranty shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Guaranteed Obligation is rescinded or must otherwise be returned by DEP or any other Person upon the insolvency, bankruptcy, or reorganization of the Operator.

3. Unconditional Character of Guaranty.

(a) The obligations of the Guarantor under this Guaranty are absolute and unconditional, and shall be a guaranty of payment and not of collection, irrespective of the validity, regularity, or enforceability of the Termination Agreement or any provision thereof, the absence of any action to enforce the same, any waiver or consent with respect to or any amendment of any provision thereof (provided that any amendment of this Guaranty shall be in accordance with the terms hereof), the recovery of any judgment against any person or action to enforce the same, any failure or delay in the enforcement of the obligations of DEP under the Termination Agreement, or any setoff, counterclaim, recoupment, limitation, defense or termination whether with or without notice to the Guarantor. It is the express purpose and intent of the parties hereto that this Guaranty and the Guarantor's obligation hereunder shall be absolute and unconditional under any and all circumstances and shall not be discharged except by payment as herein provided.

(b) Without limiting the generality of the foregoing, the obligations of the Guarantor under this Guaranty, and the rights of DEP to enforce the same by proceedings, whether by action at law, suit in equity or otherwise, shall not be in any way affected to the extent permitted by applicable law, by (i) any death, insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding up or other proceeding involving or affecting the Operator or the Guarantor, (ii) the Transfer of all or substantially all of the Operator's assets to a third party, (iii) any action taken by DEP that is authorized by any provision of this Guaranty, or (iv) any other principle or provision of law, statutory or otherwise, which is or might be in conflict with the terms hereof.

4. **No Duty to Pursue Others**. DEP has the right to require the Guarantor to pay, comply with, and satisfy the Guaranteed Obligations under this Guaranty, and shall have the right to proceed immediately against the Guarantor with respect thereto.

5. **Waivers and Acknowledgements.**

(a) The Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Guaranteed Obligations.

(b) The Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and any requirement that DEP protect, secure, perfect or insure any lien or any property subject thereto.

(c) The Guarantor hereby unconditionally and irrevocably waives any defense based on any right of set-off or recoupment or counterclaim against or in respect of the Guaranteed Obligations.

6. Dissolution, Liquidation or Bankruptcy of the Operator. In the event of the Operator's dissolution, insolvency or adjudication of bankruptcy or filing of a petition for relief under any present or future provision of the United States Bankruptcy Code, or the filing of such a petition against the Operator, and in any such proceeding some or all of the Guaranteed Obligations are terminated or rejected, is modified or abrogated or are otherwise avoided for any reason, the Guarantor agrees that such liability hereunder shall not thereby be affected or modified and such liability shall continue in full force and effect as if no such event, action, or proceeding had occurred. This Guaranty shall continue to be effective or be reinstated, as the case may be, if any payment must be returned by DEP upon the dissolution, insolvency, bankruptcy or reorganization of the Operator, as though such payment had not been made.

7. Default. Any default under, or breach of, this Guaranty by the Guarantor shall be considered a "**Default**" hereunder and a material breach under the Termination Agreement by the Operator.

8. Enforcement Costs. The Guarantor hereby agrees to pay, on written demand by DEP, all costs incurred by DEP in collecting any amount payable under this Guaranty or enforcing or protecting its rights under the Termination Agreement or this Guaranty, in each case whether or not legal proceedings are commenced. Such fees and expenses shall be in addition to the Guaranteed Obligations.

9. Assignment. This Guaranty may not be assigned by the Guarantor without the prior written consent of DEP, in DEP's sole and absolute discretion.

10. Governing Law; Dispute Resolution. The Parties expressly incorporate the provisions set forth in Section 10 of the Termination Agreement by this reference.

11. Notices. Any notice, demand, communication or other document required, permitted, or desired to be given hereunder shall be in writing and shall be delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, by Federal Express or other reputable overnight courier, or by email, and addressed to the party at the respective numbers and/or addresses set forth below each Party's signature block, and the same shall be deemed given and effective (i) upon receipt or refusal if delivered personally or by hand delivered messenger service, (ii) the date received or refused if sent by Federal Express or other reputable overnight courier, (iii) the date received or refused if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and (iv) the next business day following transmittal of electronic mail. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

12. No Waiver. DEP shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

13. Release. Upon the earlier of: (i) the final payment and discharge in full of all Guaranteed Obligations, or (ii) the ten (10) year anniversary of the Effective Date, DEP shall timely deliver to the Guarantor a written release of this Guaranty.

14. Counterparts. This Guaranty may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Headings. The headings and captions of the various subdivisions of this Guaranty are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

16. Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Guaranty shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Guaranty shall nevertheless remain in full force and effect.

17. Construction. The parties have participated jointly in the negotiation and drafting of this Guaranty. In the event an ambiguity or question of intent or interpretation arises, this Guaranty shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Guaranty.

18. Miscellaneous. Should any provision of this Guaranty be determined by a court of competent jurisdiction to be unenforceable, all of the other provisions shall remain effective. This Guaranty, together with the Termination Agreement, embodies the entire agreement among the parties hereto with respect to the matters set forth herein, and supersedes all prior agreements among the parties with respect to the matters set forth herein. No course of prior dealing among the parties, no usage of trade, and no parol or extrinsic evidence of any nature shall be used to supplement, modify or vary any of the terms hereof.

19. **Authority**. The Guarantor expressly warrants and covenants he has the full legal capacity, power, and authority to enter into this Guaranty and make the representations, warranties, covenants, and agreements contained herein.

[*signature page follows*]

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty on the date first above written.

GUARANTOR:

Tommy Le

/s/ Tommy Le

Address:
1 Corporate Park
Suite 112
Irvine, CA 92606

Email: [****]

EXHIBIT 10.3

FIRST AMENDMENT
TO
MEMBERSHIP INTEREST PURCHASE AGREEMENT

This first amendment to membership interest purchase agreement (the "First Amendment") is made and entered into as of January 3, 2025 (the "Amendment Date") by and among Fox Farms LLC, a Nevada limited liability company (the "Buyer"), DEP Nevada, Inc., a Nevada corporation ("Seller"), and Nevada Medical Group, LLC, a Nevada limited liability company (the "Company"). As used herein, the Buyer, the Seller, and the Company may individually be referred to as a " Party" and collectively as the "Parties."

WHEREAS, the Seller and Company entered into that certain membership interest purchase agreement dated January 31, 2024, attached as Attachment 2 (the "MIPA") with Vegas Brazil, LLC, a California limited liability company (the "Former Purchaser") wherein Seller would sell and transfer to and the Former Purchaser would purchase from Seller, 100% of the outstanding membership interest of the Company.

WHEREAS, pursuant to that certain assignment and assumption agreement between the Former Purchaser (as assignor), Buyer (as assignee), Seller, and Company, dated December 30, 2024, attached as Attachment 1 (the "Assignment Agreement"), the Former Purchaser assigned all of its duties, rights, obligations, privileges, and duties as the purchaser under the MIPA to the Buyer, and the Buyer assumed all of the Former Purchaser's duties, rights, obligations, privileges, and duties under the MIPA, and the Seller and Company each consented to such assignment.

WHEREAS, the Parties desire to amend the MIPA with this First Amendment to reflect the terms of the Assignment Agreement and to further amend and modify certain terms and provisions as set forth below (the MIPA together with this First Amendment, being the "Agreement").

NOW, THEREFORE, in consideration of the covenants, agreements, representations, and warranties contained in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

I. **Definitions.** All capitalized or defined terms contained in this First Amendment, unless otherwise defined, shall have the meanings ascribed to them in the MIPA. All capitalized terms used and defined in this First Amendment shall be incorporated by reference into the MIPA as new definitions.

II. **Amendments**.

A. Global Amendments.

a. *Global Amendment of Buyer*. Effective as of the Amendment Date, the "Buyer" and "Purchaser" of the Acquired Securities is hereby amended and restated to mean Fox Farms LLC. Any references in the MIPA (or any exhibits or attachments thereto), or this First Amendment to the "Buyer" or "Purchaser" shall henceforth refer to Fox Farms LLC.

b. *Additional Global Intent*. The overall intent of the Parties in entering into this First Amendment is: (i) first and foremost to reflect Fox Farms LLC as the new Buyer and purchaser and to fully remove the Former Purchaser from the MIPA and all schedules and exhibits, (ii) to modify the purchase price and payment terms, (iii) to remove certain provisions and exhibits that are no longer applicable and relevant to the Parties, and (iv) to make additional minor substantive changes to overall MIPA . The Parties intend for all of the other terms and provisions of the MIPA to apply as equally or comparably as possible, *mutatis mutandis*, to the intent of the Parties in every respect within the original spirit and context of the MIPA.

B. Recitals.

a. Effective as of the Amendment Date, the first two Recitals shall be deleted in their entirety.

C. Definitions.

a. *Deletion of Certain Definitions.* Effective as of the Amendment Date, the following definitions shall be deleted in their entirety and all references to the applicable capitalized term in the Agreement shall hereby be deleted and removed: Section 1.01(a), Section 1.01(c), Section 1.01(d), Section 1.01(q), Section 1.01(r), Section 1.01(s), Section 1.01(t), Section 1.01(nn), Section 1.01(zz), Section 1.01(aaa), Section 1.01(eee), Section 1.01(hhh), Section 1.01(iii), Section 1.01(jjj). For sake of clarity and to avoid confusion with subsection numbering, the deleted subsections referenced in the foregoing shall be maintained in the Agreement as "intentionally omitted" and the deletion such subsections shall not affect the numbering of subsequent subsections in Section 1.01.

b. *Amendment of Section 1.01(f)*. Effective as of the Amendment Date, the definition of "Ancillary Agreements" found in Section 1.01(f) shall be amended and restated in its entirety as follows:

"(f) "Ancillary Agreements" means: (i) the Landlord Consents, (ii) the Guaranty, and (iii) the Note."

c. *Amendment of Section 1.01(m)*. Effective as of the Amendment Date, the definition of "City" found in Section 1.01(m) shall be amended and restated as follows:

"County" means Clark County, State of Nevada.

Further, the reference to "City" found in Section 3.05 shall be amended to state, "County."

d. *Amendment of Section 1.01(ee)*. Effective as of the Amendment Date, the definition of "Law" found in Section 1.01(ee) shall be amended to remove the portion of the provision, "including the AMMA,".

D. Article II.

a. *Amendment of Section 2.01(b)*. Effective as of the Amendment Date, Section 2.01(b) is hereby amended and restated in its entirety to read as follows:

"(b) Purchase Price. The aggregate purchase price for the Acquired Securities shall be four hundred thousand dollars ($400,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(i) A deposit in the amount of two hundred thousand dollars ($200,000.00) (the "Deposit") which the Parties agree and acknowledge has already been delivered by the Buyer to the Seller.

(ii) On the Closing Date, the Buyer shall deliver to the Seller a promissory note (the "Note") in the principal amount of two hundred thousand dollars ($200,000.00) (the "Note Payment"), which Note shall be in substantially the same form as Exhibit B to this First Amendment. The Note shall be secured by a personal guaranty (the "Guaranty") given in favor of the Seller by Ivan Alexander Fox, the managing member of the Buyer."

b. *Deletion of Section 2.02.* Effective as of the Amendment Date, Section 2.02 is hereby deleted and removed in its entirety. For sake of clarity and to avoid confusion with section numbering, Section 2.02 shall be maintained in the Agreement as "intentionally omitted" and the deletion of Section 2.02 shall not affect the numbering of subsequent sections in Article II.

c. *Amendment of Section 2.06*. Effective as of the Amendment Date, Section 2.06 is hereby amended and restated in its entirety to read as follows:

"Section 2.06 Closing Deliverables by Buyer. At or before the Closing Date, the Buyer shall deliver or cause to be delivered the following:

(a) delivery of the executed Note and Guaranty;

(b) executed counterparts of each of the other Ancillary Agreements (as applicable);

(c) a certificate from a duly authorized officer or of Buyer, dated as of the Closing, (i) certifying and attaching true and complete copies of the resolutions duly and validly adopted by the managers and the members of Buyer authorizing the execution, delivery and performance of this Agreement, the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby; and (ii) certifying that the conditions set forth in Article VI have been satisfied and that the statements therein are true and correct; and

(d) such other certificates, documents, schedules, agreements, resolutions, consents, approvals, rulings or other instruments required by this Agreement to be so delivered at or prior to the Closing together with such other items as may be reasonably requested by Buyer in order to effectuate or evidence the transactions contemplated hereby."

d. *Amendment of Section 2.07*. Effective as of the Amendment Date, Section 2.07 is hereby amended to add a sentence to the end of the Section as follows: "Notwithstanding the foregoing, Buyer shall not be liable for nor pay any Taxes or fees incurred by Seller as the result of income received or incurred by Seller in connection with the payment of the Purchase Price by Buyer to Seller including, without limitation, any capital gains or other liability for income Taxes.

E. Article III.

a. *Amendment of Section 3.09.* Effective as of the Amendment Date, Section 3.09 is hereby amended and restated in its entirety to read as follows:

"Section 3.09 Management Agreements. The Management Agreement between the Company and Moj has been terminated and is no longer of any force and effect. Seller shall retain any and all liability with respect to the Management Agreement and shall indemnify and hold Buyer harmless therefrom. Except for the Management Agreement with Moj, the Company is not a party to any other management agreement.

F. Article IV.

a. *Addition of Section 4.03.* Effective as of the Amendment Date, Section 4.03 is hereby renumbered as Section 4.05, and the following section is added and inserted as follows:

"Section 4.03 Assets. Except as set forth in Section 3.08 of the Disclosure Schedule, the Company holds all legal and beneficial right, title and interest in and to all of the assets of Company including, without limitation, all furniture, fixtures, and equipment located at the Facility, free and clear of any Lien. Immediately following the Closing, all of such assets will be owned or leased by Company on terms and conditions substantially identical to those under which, immediately prior to the Closing, Company owns or leases such assets. Such assets comprise all of the assets, properties and rights used in the conduct of the Business.

b. *Addition of Section 4.04.* Effective as of the Amendment Date, Section 4.04 is hereby added and inserted as follows:

"Section 4.04 Management Agreements. The Management Agreement between the Company and Moj has been terminated and is no longer of any force and effect. Seller shall retain any and all liability with respect to the Management Agreement and shall indemnify and hold Buyer harmless therefrom. Except for the Management Agreement with Moj, the Company is not a party to any other management agreement.

G. Article V.

a. *Amendment of Section 5.01.* Effective as of the Amendment Date, Section 5.01 is hereby amended and restated in its entirety to read as follows:

"Section 5.01 Authority; Execution; Enforceability. Buyer is a limited liability company validly existing and in good standing under the laws of the State of Nevada. Buyer has all necessary limited liability company power and authority to enter into this Agreement and the Ancillary Agreements to which it is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements by Buyer, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action on the part of Company. This Agreement has been, and upon their execution, the Ancillary Agreements to which Buyer is a party, shall have been, duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by each other party hereto and thereto) this Agreement constitutes, and upon their execution the Ancillary Agreements shall constitute, legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms except to the extent enforcement may be affected by Laws relating to bankruptcy, insolvency, creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies."

H. Article VII.

a. *Amendment of Section 7.01*. Effective as of the Amendment Date, Section 7.01 is hereby amended and restated in its entirety to read as follows:

"Section 7.01 Regulatory Approval. As soon as practicable following the Amendment Date but in no event more than ten (10) Business days from the Amendment Date, the Seller shall submit this First Amendment and an amended TOI reflecting the transfer to Buyer to the CCB."

I. Article VIII.

a. *Amendment of Section 8.01(a)*. Effective as of the Amendment Date, Section 8.01(a) is hereby amended and restated in its entirety to read as follows:

"(a) The representations and warranties of Company and the Seller contained in this Agreement shall survive the Closing until the date that is eighteen (18) months after the Closing Date (the "General Survival Date"). If written notice of a claim has been given prior to the expiration of the applicable representations and warranties by Buyer to the Seller, then the relevant representations and warranties shall survive as to such claim, until such claim has been finally resolved.

b. *Amendment of Section 8.04(a)*. Effective as of the Amendment Date, Section 8.04(a) is hereby amended and restated in its entirety to read as follows:

"(a) The Indemnifying Party shall not be liable to the Indemnified Party for indemnification under this Article III until the aggregate amount of all Losses in respect of indemnification under Article III exceeds Twenty Thousand Dollars ($20,000) (the "Basket Amount"), in which event the Indemnifying Party shall only be required to pay for the Losses in excess of the Basket Amount.

c. *Deletion of Section 8.04(b)*. Effective as of the Amendment Date, Section 8.04(b) is hereby amended and restated in its entirety to read as follows:

"(b) Notwithstanding any other term in this Agreement, the aggregate amount of Losses for which an Indemnifying Party shall be liable pursuant to this Article VIII shall not exceed one million dollars ($1,000,000)."

J. Article IX.

a. *Amendment to Section 9.02*. The address for Buyer is hereby updated and amended to read as follows:

If to Buyer, to:

Fox Farms LLC
Attn: Ivan Alexander Fox
1800 Industrial Road
Suite 108G
Las Vegas, Nevada 89102
Email: ivanfox2019@gmail.com

K. Schedules.

a. *Schedule II.* Effective as of the Amendment Date, Schedule II is hereby deleted and removed in its entirety.

L. Exhibits.

a. *Exhibit B*. Exhibit B to the MIPA is hereby deleted and removed in its entirety and shall be fully replaced with Exhibit B to this First Amendment (the Note with all schedules and exhibits thereto).

b. *Exhibit C*. Exhibit C to the MIPA (and all exhibits and schedules thereto) is hereby deleted and removed in its entirety.

c. *Exhibit D*. Exhibit D to the MIPA is hereby deleted and removed in its entirety.

d. *Exhibit E*. Exhibit E to the MIPA shall be updated to reflect Fox Farms LLC as the Buyer.

III. **No Further Amendments**. Except as expressly provided herein, the MIPA shall be unaffected hereby and shall remain in full force and effect.

IV. **Conflict**. This First Amendment shall constitute and shall be interpreted as a written modification to the MIPA. In the event of a conflict between the terms of the MIPA or this First Amendment, the terms of this First Amendment shall control.

V. **Incorporation by Reference**. Section 9 of the MIPA, titled Miscellaneous is incorporated into this First Amendment by this reference, except that Section 9.07 shall be amended to include reference to this First Amendment together with the MIPA as the "entire agreement" of the parties.

VI. **Governing Law.** This First Amendment and the rights of the Parties hereunder shall, subject to the terms of the MIPA, be interpreted in accordance with the laws of the State of Nevada, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly executed this First Amendment as of the date set forth above.

BUYER:

Fox Farms LLC

By: */s/ Alex Fox*
Name: Ivan Alexander Fox
Title: Managing Member

COMPANY:

Nevada Medical Group, LLC

By: */s/ Stephen 'Trip' Hoffman*
Name: Stephen 'Trip' Hoffman
Title: Manager

SELLER:

DEP Nevada, Inc.

By: */s/ Stephen 'Trip' Hoffman*
Name: Stephen 'Trip' Hoffman
Title: President

Exhibit B

Promissory Note

US$200,000.00 _____, 20__

FOR VALUE RECEIVED, Fox Farms LLC, a Nevada limited liability company ("Borrower"), hereby promises to pay to the order of DEP Nevada, Inc., a Nevada corporation ("Lender"), the principal sum of Two Hundred Thousand U.S. Dollars (US$200,000.00) (the "Loan"), in lawful money of the United States of America and in immediately available funds. All monetary amounts referenced in this promissory note (the "Note") are set forth in United States dollars, including without limitation the Loan and the Amount Due from time to time.

This Note is being delivered in accordance with the closing conditions of that certain membership interest purchase agreement, as amended (the "MIPA") entered into between the Borrower, Lender, and Nevada Medical Group, LLC (the "Company"). As a condition precedent to the closing of the MIPA, Borrower's managing member, Ivan Alexand Fox, shall execute a personal guaranty in substantially the same form as Attachment I (the "Guaranty").

1. Maturity; Interest.

(a) Maturity. The unpaid principal balance of this Note plus accrued and unpaid interest thereon (such amount, less any payments made, the "Amount Due") shall be due and payable on the Maturity Date. For purposes of this Note, the "Maturity Date" shall be the one (1) year anniversary of the Closing (as defined in the MIPA).

(b) Interest Rate. Interest shall accrue on the unpaid principal amount of this Note at a rate per annum equal to the most recent Applicable Federal Rate as of the Closing Date of the MIPA (the "Interest Rate"). The Interest Rate will be computed on the basis of a 365 or 366-day year, as applicable, and the actual number of days elapsed.

2. Payment Obligations. Borrower shall repay the Loan in twelve (12) equal payments (each a "Payment"). The first Payment shall be due on the first (1st) day of the calendar month immediately following the Closing and each subsequent payment shall be due on the first (1st) of each subsequent calendar month (each being a "Due Date"). Notwithstanding anything to the contrary, the entire Amount Due shall be due and payable on the Maturity Date.

3. Pre-Payment Allowed. The Borrower has the right, but not the obligation, at its sole discretion, to pre-pay this Note (including interest) without penalty, fee, or premium, in whole or in part, prior to the Maturity Date or any Due Date.

4. Application of Payments. All payments made hereunder shall be applied first to any fees or charges outstanding, then to accrued interest, and then to principal.

5. Place and Manner of Payment. All payments of principal and interest of this Loan are payable in lawful money of the United States of America, by wire transfer in immediately available funds (or other form of payment), to Lender or to such other person or entity as the Lender may designate from time to time by written notice to Borrower.

6. Guaranty. The performance of the Borrower of its obligations under this Note shall be guaranteed by the Guaranty.

7. Release Upon Complete Payment. Upon Lender's receipt of complete payment of the Amount Due under this Note, (i) the Lender shall surrender this Note as cancelled or provide such documentation evidencing the same, and (ii) the Lender shall release the guarantor from his obligations under the Guaranty.

8. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default":

(a) Borrower shall fail to pay any amount when due including each Payment on the applicable Due Date, and such failure shall not have been remedied within five (5) calendar days of the applicable Due Date;

(b) Borrower is in breach of or default under any provision contained in this Note, including any of its representations, warranties, or covenants, and such breach shall not have been remedied within fifteen (15) days after receipt of written notice from Lender;

(c) a proceeding or case shall be commenced, without the application or consent of Borrower, in any court of competent jurisdiction, seeking (i) Borrower's reorganization, liquidation, dissolution, arrangement or winding-up, or the composition or readjustment of Borrower's debts, (ii) the appointment of a receiver, custodian, trustee, examiner, liquidator or the like of Borrower or of all or any substantial part of Borrower's assets, or (iii) similar relief in respect of Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case shall continue without being dismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue without being stayed and in effect, for a period of sixty (60) or more days;

(d) an order for relief against Borrower shall be entered in an involuntary case under the U.S. Federal Bankruptcy Code of 1978, as amended from time to time (the "Bankruptcy Law"); and

(e) Borrower shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Bankruptcy Law, (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up or composition or readjustment of debts, (v) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Law or (vi) take any action for the purpose of effecting any of the foregoing.

9. Remedies.

(a) Upon the occurrence and during the continuation of an Event of Default, the Lender may, in addition to any other rights or remedies provided for hereunder or by applicable law, do any one or more of the following:

(i) declare that during the continuance of an Event of Default interest shall accrue on the outstanding balance of the principal and all accrued and unpaid interest at the Interest Rate, plus five percent (5%), or such lower maximum amount of interest permitted to be charged under applicable law, (the "Default Rate") for each month that an outstanding balance is past due.

(ii) declare all or any portion of the principal of, and any and all accrued and unpaid interest on, the Loan to be immediately due and payable, whereupon the same shall become and be immediately due and payable and the Borrower shall be obligated to repay all of such obligations in full, without presentment, demand, protest or further notice or other requirements of any kind, all of which are hereby expressly waived by the Borrower;

(iii) exercise all other rights and remedies available to Lender under applicable law, or in equity.

(b) The rights and remedies of the Lender under this Note shall be cumulative. The Lender shall have all other rights and remedies as provided under applicable law or in equity. No exercise by the Lender of one right or remedy shall be deemed an election, and no waiver by the Lender of any Event of Default shall be deemed a continuing waiver. No delay by the Lender in enforcing any rights hereunder shall constitute a waiver, election or acquiescence by it in the absence of a written waiver signed by the Lender.

10. Expenses. The Parties shall each pay their own costs and expenses in connection with the preparation, negotiation, and execution of this Note. Following the execution of this Note, the Borrower shall pay all reasonable fees and expenses incurred by the Lender for any modification of any term of or termination of, the Note, or any other document delivered in connection with the transactions contemplated herein, and any and all legal fees, costs, and expenses incurred by the Lender in connection with enforcing or interpreting this Note. Borrower agrees to pay or reimburse upon demand, for all costs, fees, and expenses, if any (including, without limitation, counsel fees, costs, and expenses), incurred by the Lender in connection with the monitoring and enforcement (whether through negotiations, legal proceedings or otherwise) of the Note and the other documents to be delivered under the Note, including, without limitation, for any amendments, waivers, or other enforcement of rights hereunder including under this Section 10 (including counsel fees and expenses in connection with the foregoing).

11. Reinstatement. This Note shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Amount Due is rescinded or must otherwise be restored or returned by Lender as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided that in the event payment of all or any part of the Amount Due is rescinded or must be restored or returned, all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Lender in defending and enforcing such reinstatement shall be deemed to be included as a part of the Amount Due.

12. Notices. Any notice, demand, communication or other document required, permitted, or desired to be given hereunder shall be in writing and shall be delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, by reputable overnight courier, or by email, and addressed to the party at the respective numbers and/or addresses set forth below each Party's signature block, and the same shall be deemed given and effective (i) upon receipt or refusal if delivered personally or by hand delivered messenger service, (ii) the date received or refused if sent by reputable overnight courier, (iii) the date received or refused if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and (iv) the next business day following transmittal of electronic mail. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

13. Amendment. This Note or any provision hereof may be waived, changed, modified or discharged only by agreement in writing signed by Borrower and Lender. The Borrower may not assign or transfer its obligation hereunder without the prior written consent of the Lender, which consent may be withheld in its sole and absolute discretion. Lender may freely assign its rights hereunder.

14. Severability. If any provision of this Note shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Note, but this Note shall be construed as if this Note had never contained the invalid or unenforceable provision.

15. Governing Law. All questions concerning the construction, validity, and interpretation of this Note will be governed by and construed in accordance with the domestic laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada.

16. Dispute Resolution.

(a) In any claim or dispute arising out of or relating to any performance required under this Agreement, or the interpretation, validity or enforceability hereof ("Claim"), the parties to a Claim shall use their best efforts to settle the Claim informally. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to the parties. If the Claim cannot be settled through negotiation within a period of seven (7) days, the parties agree to attempt in good faith to settle the Claim through mediation, administered by a mediator mutually agreeable to the parties, before resorting to arbitration. If they do not reach such resolution, or an agreed upon mediator cannot be identified, within a period of thirty (30) days, then, upon notice by either party to the other they shall commence arbitration as set forth below. A party failing or refusing to submit a claim to mediation shall not be entitled to an award of attorney's fees even if later they are determined to be the prevailing party.

(b) The parties agree to submit all Claims and any dispute related to this Agreement to binding arbitration before JAMS. The arbitration shall be held in accordance with the JAMS then-current Streamlined Arbitration Rules & Procedures (and no other JAMS rules), which currently are available at: https://www.jamsadr.com/rules-streamlined-arbitration. The arbitrator shall be either a retired judge, or an attorney who is experienced in commercial contracts and licensed to practice law in Nevada, selected pursuant to the JAMS rules. The parties expressly agree that any arbitration shall be conducted in the Clark County, Nevada. Each party understands and agrees that by signing this Agreement, such party is waiving the right to a jury. The arbitrator shall apply Nevada substantive law in the adjudication of all Claims. Notwithstanding the foregoing, any party to a Claim may apply to the state courts located in Clark County for a provisional remedy, including, but not limited to, a temporary restraining order or a preliminary injunction. The application for or enforcement of any provisional remedy by a party shall not operate as a waiver of the agreement to submit a dispute to binding arbitration pursuant to this provision. After a demand for arbitration has been filed and served, the parties may engage in reasonable discovery in the form of requests for documents, interrogatories, requests for admission, and depositions. The arbitrator shall resolve any disputes concerning discovery. The arbitrator shall award costs and reasonable attorneys' fees to the prevailing party, as determined by the arbitrator, to the extent permitted by Nevada law unless the prevailing party failed or refused to first submit their claim to mediation in accordance with the above subsection. The arbitrator's decision shall be final and binding upon the parties. The arbitrator's decision shall include the arbitrator's findings of fact and conclusions of law and shall be issued in writing within thirty (30) days of the completion of the arbitration proceedings. The prevailing party may submit the arbitrator's decision to state courts located in Clark County for an entry of judgment thereon. Any party's failure to pay their pro rata share of any arbitration fees and expenses shall not be grounds to delay the appointment of an arbitrator or to stay the arbitration. Further, any failure of a party to pay such fees and/or expenses within 30 days of their due date shall constitute a default by that party and entitle the non-defaulting party to the entry of a default judgment by the arbitrator against the defaulting party. Any default judgment awarded by an arbitrator shall be fully enforceable, and all defenses to entry, enforcement, or collection upon that default judgment are waived.

17. Savings Clause. Nothing contained in this Note shall be deemed to establish or require the payment of a rate of interest or other charges in excess of the maximum interest rate permitted by applicable law. In the event that the rate of interest required to be paid or other charges hereunder exceed the maximum interest permitted by such law, any payments in excess of such maximum shall be credited against amounts owed by Borrower to Lender.

18. Cumulative Remedies. Each right, power, and remedy of the Lender as provided for in this Note, or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other such right, power, or remedy, and the exercise or beginning of the exercise by the Borrower of any one or more of such rights, powers, or remedies.

19. No Waiver. No failure or delay by the Lender in insisting upon the strict performance of any term, condition, or covenant of this Note or in exercising any right, power, or remedy consequent upon an Event of Default shall constitute a waiver of any such term, condition or covenant or of any such Event of Default, or preclude the Lender from exercising any such right, power, or remedy at any later time or times. By accepting payment after the due date of any amount payable under this Note, the Lender shall not be deemed to waive the right either to require prompt payments when due of all the amounts payable under the this Note, or to declare a default for failure to effect such prompt payment of any such other amount.

20. Counterparts. This Note may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature including, without limitation, AdobeSign) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

21. Time is of the Essence. Time is of the essence in the Borrower's performance of each covenant and obligation in this Note.

[Intentionally Blank—Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Note to be executed as of the date first written above:

BORROWER:

Fox Farms LLC

By: _____
Name: Ivan Alexander Fox
Its: Managing Member

Address:
1800 Industrial Road, Suite 108G
Las Vegas, NV 89102

Email: ivanfox2019@gmail.com

LENDER:

DEP Nevada, Inc.

By: _____
Name: Stephen 'Trip' Hoffman
Its: President

Address:
2625 N. Green Valley Parkway
Suite 150
Henderson, NV 89014

Email: triphoffman@bodyandmind.com

ATTACHMENT 1 to EXHBIT B of the First Amendment

GUARANTY

This guaranty (this "Guaranty") is made effective as of _____ (the "Effective Date") delivered by Ivan Alexander Fox, an individual (the "Guarantor") in favor of DEP Nevada, Inc., a Nevada corporation (the "Lender").

WHEREAS, contemporaneous herewith, Fox Farms LLC, a Nevada limited liability company ("Borrower") has entered into a promissory note with the Lender (the "Loan Agreement") whereby Borrower has borrowed from Lender the principal amount of $200,000.00 (the "Loan"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

WHEREAS, it is a condition precedent to Lender's making of the Loan under the Loan Agreement that the Guarantor shall have executed and delivered this Guaranty.

WHEREAS, the Guarantor stands to materially benefit from the making of the Loan under the Loan Agreement.

NOW, THEREFORE, in consideration of the promises and in order to induce Lender to make the Loan, the Guarantor hereby agrees as follows:

1. Definitions. As used in this Guaranty, capitalized terms not otherwise defined herein have the meanings provided for such terms in the Loan Agreement.

(a) "Affiliate" means as to a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with, the Person specified.

(b) "Guaranteed Obligations" shall have the meaning set forth in Section 2(a).

(c) "Lien" means, with respect to any specified asset, any and all liens, claims, encumbrances, mortgages, options, pledges and security interests thereon.

(d) "Person" shall mean any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof, or any other entity.

(e) "Loan Obligation" shall mean all obligations of the Borrower to Lender under the Loan Agreement, including without limitation, payment of the Loan, all interest accrued thereon, and all costs, fees and expenses related thereto, in each case whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, which may arise under, out of, or in connection with the Loan Agreement.

(f) "Transfer" means to assign, sell, offer to sell, pledge, dispose of or any other like transfer, directly or indirectly.

2. Guaranty.

(a) The Guarantor unconditionally and irrevocably guaranties to Lender, from the Effective Date and at all times thereafter while any portion of the Loan Obligation remains outstanding, punctual payment to Lender of all Loan Obligations, when due, whether by acceleration or otherwise (the "Guaranteed Obligation").

(b) The Guarantor agrees that this guaranty shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Guaranteed Obligation is rescinded or must otherwise be returned by the Lender or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower.

3. Unconditional Character of Guaranty.

(a) The obligations of the Guarantor under this Guaranty are absolute and unconditional, and shall be a guaranty of payment and not of collection, irrespective of the validity, regularity, or enforceability of the Loan Agreement or any provision thereof, the absence of any action to enforce the same, any waiver or consent with respect to or any amendment of any provision thereof (provided that any amendment of this Guaranty shall be in accordance with the terms hereof), the recovery of any judgment against any person or action to enforce the same, any failure or delay in the enforcement of the obligations of Lender under the Loan Agreement, or any setoff, counterclaim, recoupment, limitation, defense or termination whether with or without notice to the Guarantor. It is the express purpose and intent of the parties hereto that this Guaranty and the Guarantor's obligation hereunder shall be absolute and unconditional under any and all circumstances and shall not be discharged except by payment as herein provided.

(b) Without limiting the generality of the foregoing, the obligations of the Guarantor under this Guaranty, and the rights of Lender to enforce the same by proceedings, whether by action at law, suit in equity or otherwise, shall not be in any way affected to the extent permitted by applicable law, by (i) any death, insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding up or other proceeding involving or affecting the Borrower or the Guarantor, (ii) the Transfer of all or substantially all of Borrower's assets to a third party, (iii) any action taken by Lender that is authorized by any provision of this Guaranty, or (iv) any other principle or provision of law, statutory or otherwise, which is or might be in conflict with the terms hereof.

4. No Duty to Pursue Others. Lender has the right to require the Guarantor to pay, comply with, and satisfy the Guaranteed Obligations under this Guaranty, and shall have the right to proceed immediately against the Guarantor with respect thereto.

5. Waivers and Acknowledgements.

(a) The Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Guaranteed Obligations.

(b) The Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and any requirement that the Lender protect, secure, perfect or insure any lien or any property subject thereto.

(c) The Guarantor hereby unconditionally and irrevocably waives any defense based on any right of set-off or recoupment or counterclaim against or in respect of the Guaranteed Obligations.

6. Dissolution, Liquidation or Bankruptcy of the Borrower. In the event of the Borrower's dissolution, insolvency or adjudication of bankruptcy or filing of a petition for relief under any present or future provision of the United States Bankruptcy Code, or the filing of such a petition against any Borrower, and in any such proceeding some or all of the Guaranteed Obligations are terminated or rejected, is modified or abrogated or are otherwise avoided for any reason, the Guarantor agrees that such liability hereunder shall not thereby be affected or modified and such liability shall continue in full force and effect as if no such event, action, or proceeding had occurred. This Guaranty shall continue to be effective or be reinstated, as the case may be, if any payment must be returned by Lender upon the dissolution, insolvency, bankruptcy or reorganization of the Borrower, as though such payment had not been made.

7. Default. Any default under, or breach of, this Guaranty by the Guarantor shall be considered a "Default" hereunder and an "Event of Default" under the Loan Agreement.

8. Enforcement Costs. The Guarantor hereby agrees to pay, on written demand by Lender, all costs incurred by Lender in collecting any amount payable under this Guaranty or enforcing or protecting its rights under the Loan Agreement or this Guaranty, in each case whether or not legal proceedings are commenced. Such fees and expenses shall be in addition to the Guaranteed Obligations.

9. Assignment. This Guaranty may not be assigned by the Guarantor without the prior written consent of Lender, in Lender's sole and absolute discretion.

11. Governing Law; Dispute Resolution. The Parties expressly incorporate the provisions set forth in Section 15 and Section 16 of the Loan Agreement by this reference.

12. Notices. Any notice, demand, communication or other document required, permitted, or desired to be given hereunder shall be in writing and shall be delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, by Federal Express or other reputable overnight courier, or by email, and addressed to the party at the respective numbers and/or addresses set forth below each Party's signature block, and the same shall be deemed given and effective (i) upon receipt or refusal if delivered personally or by hand delivered messenger service, (ii) the date received or refused if sent by Federal Express or other reputable overnight courier, (iii) the date received or refused if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and (iv) the next business day following transmittal of electronic mail. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

12. No Waiver. Lender shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

14. Release. Upon the final payment and discharge in full of all Guaranteed Obligations, Lender shall timely deliver to the Guarantor a written release of this Guaranty.

15. Counterparts. This Guaranty may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Headings. The headings and captions of the various subdivisions of this Guaranty are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

17. Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Guaranty shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Guaranty shall nevertheless remain in full force and effect.

18. Construction. The parties have participated jointly in the negotiation and drafting of this Guaranty. In the event an ambiguity or question of intent or interpretation arises, this Guaranty shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Guaranty.

19. Miscellaneous. Should any provision of this Guaranty be determined by a court of competent jurisdiction to be unenforceable, all of the other provisions shall remain effective. This Guaranty, together with the Loan Agreement, embodies the entire agreement among the parties hereto with respect to the matters set forth herein, and supersedes all prior agreements among the parties with respect to the matters set forth herein. No course of prior dealing among the parties, no usage of trade, and no parol or extrinsic evidence of any nature shall be used to supplement, modify or vary any of the terms hereof.

20. Time is of the Essence. Time is of the essence in the Guarantor's performance of each covenant and obligation in this Guaranty.

[*signature page follows*]

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty on the date first above written.

GUARANTOR:

_____
Name: Ivan Alexander Fox

Address:
1800 Industrial Road, Suite 108G
Las Vegas, NV 89102

Email: ivanfox2019@gmail.com

Attachment 1

[insert true and correct copy of the Assignment Agreement]

Attachment 2

[insert true and correct copy of the MIPA]

EXHIBIT 10.4

DEP NEVADA INC.
2625 N. Green Valley Parkway
Suite 150
Henderson, NV 89014

January 3, 2025

VIA EMAIL

Fox Farms LLC
Attn: Ivan Alexander Fox
ivanfox2019@gmail.com

Re: Nevada Medical Group, LLC – Additional Items

Dear Ivan:

This letter agreement ("Letter") entered into as of the date set forth above (the "Letter Date") is made and entered into in connection with that certain membership interest purchase agreement, as amended, and all exhibits and schedules thereto (the "MIPA"), between DEP Nevada Inc., a Nevada corporation ("DEP"), Fox Farms LLC, a Nevada limited liability company ("Fox"), and Nevada Medical Group, LLC, a Nevada limited liability company (the "Company"). Specifically, this Letter confirms and sets forth the mechanics for Fox's economic takeover of the Company while the regulatory approval for the transaction contemplated in the MIPA is pending, along with other items. Any capitalized terms used but not defined in this Letter, shall have the meaning given to them in the MIPA.

1. Term. The term of this Letter has already started, and the Parties agree and acknowledge that the start date was August 1, 2024 (the "Economic Takeover Date") and shall terminate on the earlier of: (i) the termination of the MIPA, or (ii) the Closing Date of the MIPA, unless otherwise terminated as set forth below (the "Term").

2. Rights Granted. On the Economic Takeover Date, Fox was granted and for the remainder of the Term shall continue to be granted access to the Facilities for the purposes of engaging in commercial cannabis activities allowed under the Licenses (the "Operations") and for making tenant improvements to the Facilities (the "Improvements").

3. Improvements. Prior to making any Improvements (including any alterations, modifications, demolition, or construction) at the Facilities, Fox shall first submit all proposed plans for Improvements to DEP for written approval, which approval shall be granted or withheld in DEP's reasonable discretion (and subject to any terms of the Leases or the Landlords).

4. Operations. During the Term, Fox (and its employees and agents) shall be granted the right to manage the Operations of the Company at the Facilities. During the Term, Fox shall fully assume all costs, obligations, liabilities, and expenditures related to the Operations at the Facilities. Additionally, during the Term, Fox shall be entitled to all monies generated by the Operations at the Facilities and shall be entitled to all monies that are received during the Term by the Company from Operations at the Facilities performed or completed prior to the start of the Term. Any profits received by the Company during the Term shall be retained by the Company in an account held by the Company for the benefit of Fox and which Fox may receive and take possession of following the Closing of the MIPA.

5. No Liens. During the Term, Fox warrants and covenants that it shall not allow, place, grant, or permit any liens or encumbrances to be placed on the Company, Licenses, and/or the Facilities.

6. Tax Audit & Offset. The Parties agree and acknowledge that DEP and/or the Company is currently in a conflict with the Nevada Department of Taxation (the "Tax Agency") relating to a tax audit of the Company spanning the period of 2019–2021 (the "Tax Audit"). Following the Letter Date, the Company will incur costs and expenses including, without limitation, attorneys' fees in connection with the Tax Audit ("Audit Costs"). If the Tax Audit is resolved prior to the Closing Date, the Parties expressly agree and acknowledge that the principal of the Note shall be reduced dollar-for-dollar for each dollar of tax liability assessed pursuant to the Tax Audit and for the Audit Costs up to the entire principal of the Note (e.g., $200,000), and any further amount of tax liability (and Audit Costs) that remains in excess of the principal balance of the Note shall be the sole and exclusive responsibility of the Company (to be assumed by Fox at the closing of the MIPA). If the Tax Audit is resolved after the Closing Date, then only any remaining, unpaid amount of principal of the Note shall be reduced on a dollar-for-dollar basis for each dollar of tax liability assessed pursuant to the Tax Audit and for the Audit Costs up to the entire remaining principal of the Note, and any further amount of tax liability (and Audit Costs) that remains in excess of the principal balance of the Note shall be the sole and exclusive responsibility of the Company and Fox. For sake of clarity, the only obligation that DEP shall have with respect to the Tax Audit, any tax liability, and any Audit Costs is the reduction of any principal remaining on the Note; DEP shall not have any obligation to make any payment to Fox, the Tax Agency, and/or any third party with respect to the Tax Audit, any tax liability assessed, or any outstanding Audit Costs. Notwithstanding Paragraph 1, this Paragraph 6 shall survive the Term of this Letter until the Tax Audit is deemed resolved by DEP and/or the Tax Agency.

7. Indemnification by Fox. Fox shall defend, indemnify, and hold harmless the Company and DEP, and their respective officers, managers, directors, shareholders, members, and representatives arising directly or indirectly out of or resulting in any way from or in connection with: (a) the breach of any of Fox's representations, covenants, or warranties hereunder; (b) any grossly negligent, reckless, or intentionally wrongful act or omission by Fox or Fox's members, employees, contractors, or agents in relation to Fox's operation and management of the Operations at the Facilities, (c) all costs, obligations, liabilities, and expenditures incurred or resulting from Fox's operation and management of the Operations at the Facilities, (d) any failure by Fox to comply with all Applicable Laws, rules, and regulations, (e) any taxes incurred or accruing to the Company due to Fox's management of the Operations, (f) any failure by Fox to pay any costs, expenses, or payables when due, and (g) any other claims or losses arising under, connected to, or related to Fox's activities at the Facilities.

8. Indemnification by DEP. DEP shall defend, indemnify, and hold harmless Fox, and its members, managers, and representatives arising directly or indirectly out of or resulting in any way from or in connection with: (a) the breach of any of DEP's representations, covenants, or warranties hereunder; (b) any failure by DEP to comply with all Applicable Laws, rules, and regulations, (c) any failure by DEP to pay any costs, expenses, or payables when due, and (d) any grossly negligent, reckless, or intentionally wrongful act or omission by DEP.

9. Termination. DEP shall have the sole right to terminate the Term of this Letter (and all rights granted to Fox) if Fox (or any person under its control or at its direction): (i) engages in any acts or omissions that adversely impact, jeopardize, or threaten the continued existence or good standing of the Licenses, Company, and/or the Leases, (ii) fails to make any payments when due which arise from or are connected to the Operations, Facilities, and/or Leases, (iii) fails to make any payments when due in connection with the Improvements, (iv) allows for a lien or encumbrance to be placed or exist on the Company, Licenses, and/or Facilities, (v) the Guarantor fails to deliver the executed Fox Guaranty to DEP, or (vi) otherwise engages in acts or omissions which DEP reasonably believes frustrates the purpose of this Letter and/or the MIPA (each being a "Termination Event"), and such Termination Event continues for a period of more than thirty (30) days after receipt of written notice from DEP of such Termination Event, unless DEP reasonably believes such Termination Event is uncurable, then DEP shall have the right to terminate the Term upon forty-eight hours written notice. In the event of termination pursuant to this Paragraph 9, this Letter shall be of no further force and effect and Fox shall be relieved of any further obligation or liability for any matters set forth in this Letter including, without limitation, the liability related to tax assessments under the Tax Audit or the Tax Audit Costs.

10. No Fault Termination Sell Off Right. In the event the MIPA is terminated through no fault, act, or omission of the Buyer (and Buyer was ready, willing, and able to effectuate the MIPA *but for* the terminating event or cause), then following the termination of the MIPA, any sales of inventory (less any actual costs or taxes associated with selling) which existed at the Facilities as of the date of termination shall be delivered to Buyer, and any accounts receivable which exist as of the date of termination which are received later by DEP and/or the Company shall be delivered to the Buyer (less any associated taxes) (collectively, "Post Termination Receipts"). Provided however, that the Buyer shall only have the right to receive up to two hundred thousand dollars ($200,000) in Post Termination Receipts. Further provided, that DEP only has a commercially reasonable duty to sell the inventory and/or collect the accounts receivable and such duty shall only extend for six (6) months from the termination date. This Paragraph 10 is being granted as a courtesy to Buyer, and in no manner places any additional duty or obligation on DEP than what is expressly set forth in this Paragraph 11.

11. Trademark License. Contemporaneously with entering into this Letter, the Parties agree to enter into that certain trademark license agreement, in substantially the same form as Exhibit A attached hereto (the "Trademark Agreement").

12. Conflict. If any term or provision of this Letter conflicts with any provisions or terms found in the MIPA, or to the extent that this Letter conflicts with any prior written or oral agreement or understanding between the parties concerning the economic takeover and the rights and obligations thereunder, the terms of this Letter shall control.

13. Amendment. This Letter may only be modified by a written document signed by all parties. Any oral representations or modifications concerning the subject matter set forth in this letter agreement shall be of no force and effect.

14. Miscellaneous. Article IX of the MIPA is expressly incorporated by reference hereunder and shall apply, in all respects, to the terms of this Letter.

15. Further Assurances. The parties hereby agree to execute and deliver such additional documents as may be reasonably requested in order to implement the purpose and intent of this Letter.

16. Authority. Each person signing this Letter represents and warrants that he has the proper authority and power to bind the party on whose behalf he signs to this letter agreement.

17. Counterparts. This letter agreement may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

Please return the countersigned Letter and the executed Guaranty at your earliest convenience to: triphoffman@bodyandmind.com. If you have any questions or concerns, please do not hesitate to reach out to me.

Sincerely,
DEP Nevada, Inc.,
a Nevada corporation

By: */s/ Stephen 'Trip' Hoffman*
Stephen 'Trip' Hoffman
President

ACKNOWLEDGED AND AGREED TO:

Fox Farms LLC
a Nevada limited liability company

By: */s/ Alex Fox*
Ivan Alexander Fox
Managing Member

Date: 1/3/2025

Exhibit A

Trademark License Agreement

Refer to the attached materials

EXHIBIT 10.5

TRADEMARK LICENSE AGREEMENT

This trademark license and marketing agreement (the "**Agreement**") is made and entered into as of January 3, 2025 (the "**Effective Date**"), by and between DEP Nevada, Inc., a Nevada corporation (the "**Licensor**") and Fox Farms LLC, a Nevada limited liability company ("**Licensee**"). Licensor and Licensee are each referred to herein as a "**Party**" and are collectively referred to herein as the "**Parties**."

WHEREAS, Licensor (as seller), Licensee (as buyer), and Nevada Medical Group, LLC, a Nevada limited liability company (the "**Company**") are contemporaneously entering into that certain membership interest purchase agreement, as amended (the "**MIPA**") wherein the Licensee is purchasing 100% of the equity of the Company from the Licensor;

WHEREAS, Licensor is the owner of or has the right to license certain Licensed Marks (as defined below) which Licensed Marks were previously utilized by the Company in its commercial cannabis cultivation and distribution activities prior to the closing date of the MIPA;

WHEREAS, following the closing date of the MIPA, the Licensee desires to be able to continue to utilize the Licensed Marks in a similar use and manner as the Company utilized the Licensed Marks;

WHEREAS, subject to the terms and conditions of this Agreement, the Licensor is willing to grant the Licensee a license to utilize the Licensed Marks for the Permitted Use (defined below) in connection with its commercial cannabis cultivation and commercial cannabis distribution activities which take place at or originate from its facility located at 3375 Pepper Lane, Las Vegas, Nevada 89120 (the "**Premise**");

WHEREAS, these Recitals are hereby incorporated and made a part of this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. DEFINITIONS

a. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "**control**" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

b. **"Applicable Law**" means any and all applicable local, state and federal laws, rules and regulations applicable to the Licensee's operations; including but not limited to, the city's municipal code and ordinances, NRS Title 56, and the CCB regulations promulgated thereunder, provided, however, that notwithstanding anything to the contrary contained herein, the CSA shall for purposes hereof not constitute an Applicable Law, and a violation of the CSA shall not be deemed to constitute non-compliance with Applicable Law as used herein.

i. "**CSA**" means 21 U.S.C. § 811, et seq. and all regulations promulgated thereunder.

ii. "**NRS Title 56**" means Title 56 of the Nevada Revised Statutes as may be amended.

c. "**Cannabis Permits**" means the current licenses, authorizations, and/or permits which the Company holds immediately prior to the MIPA closing date which allow it to engage in commercial cannabis distribution, production and cultivation at the Premise, and the same or similar which Licensee may acquire by assignment or otherwise to engage in commercial cannabis distribution, production and cultivation at the Premise.

d. "**Change of Control**" shall mean (i) the sale, transfer, or assignment (whether in a single transaction or multiple transactions) of more than 25% of the equity of the Licensee, (ii) any change of the Licensee's managing member, (iii) the sale of all or substantially all of the assets of Licensee, (iv) the sale, transfer, assignment, or disposition of the Cannabis Permits by the Company and/or Licensee, and/or (v) Licensee's loss of rights, privilege, and access to occupy the Premise.

e. "**Claims**" means any claim, demand, dispute, controversy or cause of action.

f. "**Commercial Cannabis Activity**" means all commercial cannabis activity that the Licensee is lawfully engaged to conduct in the Territory which originate from the Premise.

g. "**Confidential Information**" means any and all information and physical manifestations thereof not generally known or available outside the Licensor and information and physical manifestations thereof entrusted to the Licensor in confidence by third parties, whether or not such information is patentable, copyrightable or otherwise legally protectable. Confidential Information includes, without limitation: all information related to the Licensed Marks, technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Licensor (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Licensor on whom the Licensee called or with whom the Licensee became acquainted during the Term), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to the Licensee by the Licensor either directly or indirectly, whether in writing, electronically, orally, or by observation.

h. "**CCB**" means the Nevada Cannabis Compliance Board.

i. "**Licensed Marks**" shall mean the following marks and trademarks owned by the Licensor: "BAM" "BODY AND MIND" and "BAM BODY AND MIND", whether registered or unregistered, including the listed registrations and applications and any registrations which may be granted pursuant to such applications.

j. "**Losses**" means losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

k. "**Permitted Use**" means the use of the Licensed Marks by Licensee, during the Term, to brand Licensee's (i) cannabis which was cultivated at the Premise, (ii) cannabis distribution activities originating from the Premise, (iii) cannabis production activities originating from the Premise, and (iv) any ancillary uses of the Licensed Marks for Commercial Cannabis Activity that originates at the Premise;

l. "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

m. "**Premise**" has the meaning set forth in the recitals.

n. "**Representatives**" means a Party's and its Affiliates' shareholders, members, managers, employees, officers, directors, consultants, and legal advisors.

o. "**Term Derived Derivative**" means, any intellectual property that is derived from the Licensed Marks during the Term. For purposes hereof, Term Derived Derivatives shall be treated as Licensor's intellectual property.

p. "**Territory**" means State of Nevada.

q. "**USPTO**" means the United States Patent and Trademark Office.

2. GRANT OF RIGHTS

a . Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, without express or implied representations or warranties of any kind, during the Term, *a royalty-free*, *non-exclusive*, *non-transferable, and non-sublicensable* (except as otherwise set forth in herein) license (the "**License**") to utilize the Licensed Marks, solely in connection with the Permitted Use, solely within the Territory, and solely during the Term; provided that Licensee shall use the Licensed Marks in strict compliance with Applicable Law; and (ii) Licensee shall not modify or create a derivative work of the Licensed Marks (provided that, in the event that a Term Derived Derivative is created, the provisions of Section 2(b)(ii) shall apply). The foregoing grant shall pertain only to the Permitted Use within the Territory and does not extend to any other product or service.

b. Reservation of Rights.

i. This Agreement does not authorize or permit any use that is not expressly set forth herein and all such other rights are expressly reserved by Licensor.

ii. Licensee acknowledges and agrees that during the Term and thereafter, that as between the Parties, the Licensed Marks (and/or any Term Derived Derivative) and all rights therein, belong exclusively to Licensor. Licensee agrees that its use of the Licensed Marks inures solely to the benefit of Licensor and that the Licensee shall not acquire any rights in the Licensed Marks (and/or any Term Derived Derivative) by its use hereunder. In the event that Licensee acquires any rights in the Licensed Marks (and/or any Term Derived Derivative), by operation of law, or otherwise, such rights shall be deemed and are hereby irrevocably assigned to Licensor without further action by the Parties. Licensee shall not, at any time during or after the Term of this Agreement dispute or contest, directly or indirectly, Licensor's right and title to the Licensed Marks (and/or any Term Derived Derivative) or the validity of the Licensed Marks (and/or any Term Derived Derivative). Licensee agrees to execute any documents reasonably requested by Licensor to effect any of the above provisions. Licensor makes no representations, extends no warranties of any kind, and confers no right by implication, estoppel or otherwise, other than the licenses, rights and warranties expressly provided herein. Without limiting any of Licensor's other remedies, whether in law or equity, Licensee acknowledges and agrees that Licensor shall have the right to injunctive relief, to prevent and/or cure a breach or threatened breach of this Agreement by Licensee.

iii. Licensor makes no representations, extends no warranties of any kind, and confers no right by implication, estoppel or otherwise, other than the licenses, rights, and warranties expressly provided herein.

iv. Without limiting any of Licensor's other remedies, whether in law or equity, Licensee acknowledges and agrees that Licensor shall have the right to injunctive relief, to prevent and/or cure a breach or threatened breach of this Agreement by Licensee.

c. Confidentiality.

i. Licensee shall not use the Confidential Information other than as strictly necessary to exercise its rights and perform its obligations under this Agreement.

ii. Licensee shall hold and maintain all Confidential Information in the strictest confidence and unless expressly permitted hereunder, shall not disclose the Confidential Information to any Person without the Licensor's prior written consent; provided, however, Licensee may disclose the Confidential Information to its Representatives who: (A) have clear and convincing "need to know" for purposes of the Licensee's engagement in the Permitted Use in the Territory, or exercise of its rights with respect to such Licensed Marks; and (B) have been apprised of this restriction. Moreover, Licensee shall be responsible for ensuring its Representatives' compliance herewith and shall be liable for any breach by its Representatives hereof.

iii. Notwithstanding anything to the contrary contained herein, in the event that the Licensee becomes legally compelled to disclose any Confidential Information, Licensee shall: (A) to the extent legally permitted, provide prompt notice to the Licensor so that the Licensor may seek a protective order or other appropriate remedy; and (B) disclose only the portion of Confidential Information that Licensee is legally required to furnish.

d. Limited Sublicense Right. Notwithstanding Section 2(a), the Licensor consents to the Licensee sublicensing the License to the Company during the Term (the "**Limited Sublicense Right**"). Provided however, the Limited Sublicense Right shall only be valid so long as the Licensee is the sole equity holder of the Company and provided no other Change of Control Event has occurred. This Limited Sublicense Right shall automatically terminate upon the dissolution of the Company, upon any change of equity of the Company, upon any change of management of the Company, or any change of the Cannabis Permits.

e. Limited Exclusivity Right. Notwithstanding Section 2(a), the License shall be exclusive to the Licensee in the Territory (the "**Limited Exclusivity Right**") until such time that the Licensor delivers written notice to the Licensee of its intent to terminate the Limited Exclusivity Right (the "**Exclusivity Notice**" and the date received by the Licensee, being the "**Notice Date**"). The Limited Exclusivity Right shall remain in place until the one (1) year anniversary of the Notice Date (the "**Exclusivity Remaining Term**"), at which time the Limited Exclusivity Right shall automatically terminate. Provided however, the Licensor shall only be able to terminate the Limited Exclusivity Right if: (i) the Licensor is intending to utilize the Licensed Marks in the Territory, (ii) one or more of the Licensor's Affiliates is intending to utilize the Licensed Marks in the Territory, and/or (iii) the Licensor (or its parent Affiliate) is intending, or does, enter into a merger, a sale of substantially all or all of its assets, liquidation or assignment for benefit of creditors, a sale of a majority of its capital stock, or other significant sale or acquisition transaction (each being a "Takeover Event"). If, following the delivery of the Exclusivity Notice and prior to the expiration of the Exclusivity Remaining Term, the Takeover Event does not materialize (in the reasonable determination of the Licensor), then the Limited Exclusivity Right shall remain in place until such time as the Licensor delivers another Exclusivity Notice.

3. ROYALTY-FREE LICENSE

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged Licensor grants to Licensee the License on a gratis, royalty-free, fully-paid basis.

4. TERM AND TERMINATION.

a. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of ninety-nine (99) years (the "**Term**"), unless terminated earlier as set forth below.

b. Termination. Licensor shall have the right to terminate this Agreement without prejudice to any rights which it may have, whether pursuant to the provisions of this Agreement or at law, or in equity, or otherwise, upon the occurrence of any one or more of the following events:

1. effective immediately, (i) if Licensee's cultivation cannabis license or permit is revoked or suspended, (ii) upon the expiration or termination of Licensee's right to use the Premise, (iii) upon the occurrence of a Change of Control Event, (iv) should Licensee and/or Company make an assignment for the benefit of its creditors, and/or (v) any effort or attempt by Licensee to sublicense, transfer, assign, or divest the License (except as allowed for herein).

2. effective after thirty (30) days' notice should Licensee's use of the Licensed Marks fail to comply with Applicable Law or other governmental requirements, unless such breach is cured within said notice period.

3. effective after thirty (30) days' notice should Licensee use the Licensed Marks outside of the Permitted Use, unless such breach is cured within said notice period and provided such nonpermitted use did not adversely affect the Licensed Marks and/or the Licensor, in Licensor's sole discretion.

4. effective after thirty (30) days' notice should Licensee fail to make any payment due to Licensor under this Agreement when such payment is due hereunder unless such breach is cured within said notice period.

5. effective after thirty (30) days' notice should Licensee cease or admits in writing its intention to cease the conduct of its business in the ordinary course.

6. effective after thirty (30) days' notice should Licensee and/or Company file a voluntary petition or proceeding in bankruptcy or under any federal or state bankruptcy or insolvency or other law for the relief of debtors; consents to the appointment of a receiver, custodian or liquidator for a portion of its business or property; has filed against it and not dismissed within thirty (30) days an involuntary proceeding under any federal or state bankruptcy or insolvency or other law for the relief of debtors or for the appointment of a receiver, custodian or liquidator.

7. effective after thirty (30) days' notice should Licensee breach or fail to perform any other terms or provisions of this Agreement not otherwise provided for herein, unless such breach is cured within said notice period

8. effective after thirty (30) days' notice upon Licensor becoming aware of any lien or encumbrance being placed on the License and/or Licensed Marks, unless such breach is cured within said notice period.

c. Effect of Termination. Upon the expiration or termination of this Agreement for any reason whatsoever, all rights of Licensee under this Agreement shall terminate and automatically revert to Licensor. Upon expiration or termination, Licensee shall immediately discontinue all use of the Licensed Marks and shall no longer have any right to use the Licensed Marks or any variation or derivative work thereof in any manner or for any purpose whatsoever.

5. REPRESENTATIONS AND WARRANTIES

a. Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; and (ii) the execution of this Agreement by its Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party.

b. Licensee represents and warrants to Licensor that: (i) Licensee has not entered into any other agreements with any other Person in conflict herewith; (ii) for the duration of the Term, Licensee shall maintain in good standing all cannabis licenses required by Applicable Law and shall perform all Commercial Cannabis Activity in compliance with Applicable Law; (iv) for the duration of the Term, Licensee shall maintain all applicable insurance policies in compliance with Applicable Law; (v) for the duration of the Term, Licensee's use of the Licensed Marks shall conform with Applicable Law; (vi) Licensee will not take any act or omission injurious to the reputation and good will associated with the Licensed Marks; and (v) Licensee shall strictly abide by the trademark guidelines set forth in Exhibit A (the "**Guidelines**"), and incorporated herein.

6. INDEMNITY

a. Licensee agrees to indemnify, hold harmless and defend Licensor and its Representatives against all Losses arising out of or resulting from any third-party Claim related to or arising out of: (i) any breach or alleged breach by Licensee of this Agreement, including the representations, warranties, covenants and agreement set forth herein; (ii) Licensee's gross negligence or willful misconduct related to Licensee's performance hereunder; (iii) Licensee's failure to abide by the Guidelines; (iv) Licensee's use of the License and Licensed Marks, including any product liability claim; and (v) any violation of Applicable Law.

b. In any claim for indemnification under this Agreement, the Party seeking indemnification ("**Indemnitee**") shall give written notice to the indemnifying Party ("**Indemnitor**") with reasonable promptness after becoming aware of any Claim involving, or which could involve, an indemnifiable Claim under this Agreement. Indemnitee shall notify Indemnitor in writing of the Claim and Indemnitor shall cooperate with Indemnitee. Indemnitor shall immediately take control of the defense and investigation of such Claim and shall employ competent counsel of its choice (but approved by Indemnitee, in its reasonable discretion) to handle and defend the same, at Indemnitor's sole cost and expense. Indemnitor shall not settle any Claim in a manner that adversely affects the rights of Indemnitee without Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. Indemnitor shall advance all expenses incurred by Indemnitee in connection with the Claim, the advances to be made hereunder shall be paid by Indemnitor to Indemnitee as soon as practicable, but in any event no later than thirty (30) calendar days after written demand to Indemnitor from the Indemnitee. The Indemnitee may participate in and observe the proceedings.

7. LIMITATION OF LIABILITY

a. QUITCLAIM LICENSE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LICENSED MARKS ARE BEING LICENSED BY LICENSOR TO LICENSEE ON A QUITCLAIM BASIS. ACCORDINGLY, LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES OF ANY KIND WITH RESPECT TO THE LICENSED MARKS, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS AND/OR WARRANTIES REGARDING TITLE, ENFORCEABILITY, NON-INFRINGEMENT, OR VALIDITY OF THE LICENSED MARKS.

b. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE LICENSED MARKS. LICENSEE HEREBY EXPRESSLY WAIVES ANY RIGHT TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR CLAIMS DISPUTES AND OTHER MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE USE OF THE LICENSED MARKS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN. LICENSOR'S MAXIMUM LIABILITY TO LICENSEE ARISING HEREUNDER SHALL BE LIMITED TO THE SUMS PAID BY LICENSEE TO LICENSOR HEREUNDER.

8. SUBLICENSING AND ASSIGNMENT.

a. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. Except for the Limited Sublicense Right, the Licensee shall not sublicense the Licensed Marks, or any other rights granted hereunder, without the prior written consent of Licensor, as determined by Licensor in Licensor's sole and exclusive discretion. This Agreement is non-transferable by Licensee for any purpose, indivisible and non-assignable, except with the prior written consent of Licensor, as determined by Licensor in its sole and exclusive discretion. Except for as expressly allowed for in this Agreement, any attempt by Licensee to transfer, assign, divest, or sublicense the License, or otherwise grant any Person a right in the License or Licensed Marks shall be grounds for immediate termination of this Agreement by Licensor.

c. Licensor's rights and obligations hereunder shall be freely assignable.

9. MISCELLANEOUS

a. Notice. Any notice, demand, communication or other document required, permitted, or desired to be given hereunder shall be in writing and shall be delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, by Federal Express or other reputable overnight courier, or by email, and addressed to the party at the respective numbers and/or addresses set forth below each Party's signature block, and the same shall be deemed given and effective (i) upon receipt or refusal if delivered personally or by hand delivered messenger service, (ii) the date received or refused if sent by Federal Express or other reputable overnight courier, (iii) the date received or refused if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and (iv) the next business day following transmittal of electronic mail. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

b. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

c. Severability. In the event that any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

d. Relationship of The Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall create or shall be deemed to create any joint venture or partnership between the Parties, nor shall anything in this Agreement render or be construed to render any of employees or agents of Licensor to be employees or agents of the Licensee or any employee or agent of Licensee to be considered an employee or agent of Licensor. Each Party acknowledges exclusive responsibility for and indemnifies the other Party against withholding and payment of any and all taxes, including but not limited to FICA taxes, worker's compensation insurance premiums, unemployment, state and federal income taxes, and any such withholding payments required under state or federal law, as well as vacation pay, paid sick leave, retirement benefits, and employee benefits of any kind whatsoever for all personnel on their payroll, and neither Party shall be liable for any of the foregoing with regard to personnel on the other Party's payroll.

e. Entire Agreement. This Agreement and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

f. Amendments. Any amendment to this Agreement must be in writing and signed by an authorized person of each Party.

g. Surviving Rights. Any rights or obligations of the Parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration.

h. Further Assurances. Each Party shall, upon the reasonable request of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

i. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

j. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

k. Equitable Relief. Each Party acknowledges that a breach by the Party of this Agreement may cause the other Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the other Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity (which are cumulative and may be exercised singularly or concurrently), subject to any express exclusions or limitations in this Agreement to the contrary.

l. Counterparts; Electronic Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

m. Force Majeure. Neither Party shall be responsible for delays or failure of performance under this Agreement to the extent resulting from causes that are beyond the reasonable control of such Party and which render the continued performance of this Agreement impossible, impractical or illegal, including, but not limited to, fire, flood, explosion, tornado, epidemic, earthquake, snowstorm, ice storm or other act of God, embargo, explosion, malfunction, riots, civil disputes, acts or threatened acts of terrorism or war, failure of the internet or government controls or regulations, lack of availability of source material meeting the qualifications and standards in this Agreement at commercially reasonable prices, and problems or defects in relation to the Internet and/or any telecommunication systems. The existence of such causes of such delay or failure shall extend the period for performance to the extent necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

n. Jurisdiction and Disputes.

i. This Agreement shall be governed and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Nevada.

ii. In the event of any claim arising out of or relating to any performance required under this Agreement, the Ancillary Agreements, or the interpretation, validity or enforceability of this Agreement, the parties hereto shall use their good faith efforts to settle the claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to the parties. If the claim cannot be settled through negotiation within a period of seven (7) days, the parties agree to attempt in good faith to settle the claim through mediation, administered by a mediator mutually agreeable to the parties, before resorting to arbitration. If they do not reach such resolution, or an agreed upon mediator cannot be identified, within a period of thirty (30) days, then, upon notice by either Party to the other they shall commence arbitration as set forth below. A party failing or refusing to submit a claim to mediation shall not be entitled to an award of attorney's fees even if later they are determined to be the prevailing party.

iii. Subject to the foregoing, the parties agree to submit all Claims, and any dispute related to this Agreement to binding arbitration before JAMS. The arbitration shall be held in accordance with the JAMS then-current Streamlined Arbitration Rules & Procedures (and no other JAMS rules), which currently are available at: https://www.jamsadr.com/rules-streamlined-arbitration. The arbitrator shall be either a retired judge, or an attorney who is experienced in commercial contracts and licensed to practice law in Nevada, selected pursuant to the JAMS rules. The parties expressly agree that any arbitration shall be conducted in the Clark County, Nevada. Each party understands and agrees that by signing this Agreement, such party is waiving the right to a jury. The arbitrator shall apply Nevada substantive law in the adjudication of all Claims. Notwithstanding the foregoing, any party to a Claim may apply to the state courts located in Clark County for a provisional remedy, including, but not limited to, a temporary restraining order or a preliminary injunction. The application for or enforcement of any provisional remedy by a party shall not operate as a waiver of the agreement to submit a dispute to binding arbitration pursuant to this provision. After a demand for arbitration has been filed and served, the parties may engage in reasonable discovery in the form of requests for documents, interrogatories, requests for admission, and depositions. The arbitrator shall resolve any disputes concerning discovery. The arbitrator shall award costs and reasonable attorneys' fees to the prevailing party, as determined by the arbitrator, to the extent permitted by Nevada law unless the prevailing party failed or refused to first submit their claim to mediation in accordance with the subsection directly above. The arbitrator's decision shall be final and binding upon the parties. The arbitrator's decision shall include the arbitrator's findings of fact and conclusions of law and shall be issued in writing within thirty (30) days of the conclusion of the arbitration proceedings. The prevailing party may submit the arbitrator's decision to state courts located in Clark County for an entry of judgment thereon. Any party's failure to pay their pro rata share of any arbitration fees and expenses shall not be grounds to delay the appointment of an arbitrator or to stay the arbitration. Further, any failure of a party to pay such fees and/or expenses within 30 days of the respective due date shall constitute a default by that party and entitle the non-defaulting party to the entry of a default judgment by the arbitrator against the defaulting party. Any default judgment awarded by an arbitrator shall be fully enforceable, and all defenses to entry, enforcement, or collection upon that default judgment are waived.

[*signatures on following page*]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below.

LICENSOR:

DEP Nevada Inc.

By: */s/ Stephen 'Trip' Hoffman*
Name: Stephen "Trip" Hoffman
Its: President

Address: 2625 N Green Valley Pkwy
Suite 150
Henderson, NV 89014
Email: triphoffman@bodyandmind.com

LICENSEE:

Fox Farms, LLC

By: */s/ Alex Fox*
Name: Ivan Alexander Fox
Its: Authorized Signatory

Address: 1800 Industrial Road
Suite 108G
Las Vegas, Nevada 89102
Email: ivanfox2019@gmail.com

Exhibit A

Trademark Protection Guidelines

1. USE OF THE LICENSED MARKS

a. Licensee acknowledges that Licensor is the owner of the goodwill attached or which shall become attached to the Licensed Marks in connection with the Permitted Use.

b. The Parties hereby agree to cooperate with each other in the conduct or defense of any Claim, and in the negotiations in respect of any Claim relating to any of the Licensed Marks.

c. Licensee shall never challenge or encourage anyone to challenge Licensor's ownership of or the validity of the Licensed Marks or any application for registration thereof or any trademark, copyright or other registration relating to the Licensed Products or any rights of Licensor thereto.

d. Licensee shall not, at any time or in any manner, knowingly or intentionally, engage in any activity or perform or permit any act which may in any way adversely affect any rights of Licensor to the Licensed Marks or any registrations or applications for registration thereof or which may directly or indirectly reduce the value of the Licensed Marks or derogate or detract from the repute thereof. To the extent that Licensee should have known that the consequences of the aforesaid action taken by or on behalf of Licensee, or caused by Licensee, was likely to materially adversely affect the interests of Licensor, such action shall be deemed to be a breach of this subsection, whether or not the Licensee engaged in such action knowingly and/or intentionally.

e. In the event of Licensee's unapproved or unauthorized use of the Licensed Marks, including promotional and advertising materials, or the failure of Licensee to comply with any provisions hereof, Licensor shall have the right to: (i) immediately revoke Licensee's rights with respect to any such Licensed Product licensed under this Agreement, and/or (ii) at Licensee's expense, confiscate or order the destruction of such unapproved, unauthorized or noncomplying products and materials. Such right(s) shall be in addition to and without prejudice to any other rights Licensor may have under this Agreement or otherwise.

f. Licensee recognizes the great value of the good will associated with the Licensed Marks and acknowledges that such good will belongs exclusively to the Licensor, and that Licensee shall acquire no proprietary rights in the Licensed Marks or their good will by virtue of this Agreement. Licensee further recognizes that the Licensed Marks have acquired secondary meaning in the mind of the public. Accordingly, Licensee agrees that the breach of its obligations under this Agreement will cause Licensor irreparable damages which may not be compensable by monetary damages, and that in the event of such breach, in addition to any other rights or remedies which Licensor may have, Licensor may seek and obtain injunctive relief, without the necessity of posting bond (unless otherwise required by law).

g. Licensee shall promptly notify Licensor in writing, giving reasonable detail, if any of the following matters come to its attention: (A) any actual, suspected or threatened infringement of the Licensed Marks; (B) any actual, suspected or threatened Claim contesting Licensor's ownership of the Licensed Marks; (C) any actual, suspected or threatened Claim that use of the Licensed Marks infringes the rights of any third party; or (D) any other actual, suspected or threatened Claim to which the Licensed Marks may be subject.

h. Licensor shall have the initial right, but not the obligation, in Licensor's sole discretion, to determine whether, and in what manner, to assert and bring claims to protect, preserve, or defend the Licensed Marks against actual or suspected infringement, attack or challenge. If Licensor decides to assert its rights or bring any Claim, Licensee agrees, as may be reasonably requested by Licensor, to cooperate with Licensor in any such action, including, without limitation, by joining the action as a party if necessary to maintain standing or otherwise bring suit. All out-of-pocket expenses, including reasonable attorneys' fees, expert witness fees, and court costs, related to Licensee's participation in such infringement action at the request of Licensor, shall be borne solely by Licensor. Any award, or portion of any award, recovered by Licensor in any such action or proceeding commenced by Licensor shall belong solely to Licensor after recovery by both parties of their respective actual out-of-pocket costs. To the extent that Licensee shares any costs as a result of such assistance, Licensee shall share in any recovery, pro-rata in proportion to any costs actually incurred by Licensee.

i. If Licensor determines not to take any such action with respect to the Licensed Marks, it shall notify Licensee, who, upon receiving the consent of Licensor, may take such protective action in its own name and at its own expense; provided that Licensee keep Licensor informed of the status of Licensee's activities regarding such action and any settlement or other resolution thereof. Prior to entering into any settlement or commencing or engaging in any litigation or suit with respect to any Licensed Marks, Licensee shall obtain Licensor's approval to enter into such settlement or commence or engage in such litigation. Licensor shall cooperate with Licensee or join in any such action at Licensee's reasonable request and expense. All out-of-pocket expenses, including reasonable attorneys' fees, expert witness fees, and court costs, related to Licensor's participation in such infringement action at the request of Licensee shall be borne solely by Licensee. Any award, or portion of any award, recovered by Licensee in any such action or proceeding commenced by Licensee shall belong solely to Licensee, after recovery by both Parties of their respective actual out-of-pocket costs. To the extent that Licensor shares any costs as a result of such assistance, Licensor shall share in any recovery, pro-rata in proportion to any costs actually incurred by Licensor.

j. The Parties hereby agree to cooperate with each other in the conduct or defense of any legal action, and in the negotiations in respect of any legal action relating to any of the Licensed Marks, and each will provide to the other all relevant data, information and material in its possession which may be helpful in such action or negotiation, at the cost and expense of the Party requesting such data, information and material.