Addendum to Commercial Lease Agreement
Dated February 4, 2018
Between

William Louis & Mary Lou Strutz of 61255 Ohlson Mountain Road, Homer, Alaska 99603
Telephone (907) 299-7058, **"Landlord"**, and

Ohlson Mountain Gold, LLC of 61255 Ohlson Mountain Road Homer, Alaska 99603,
Telephone (907) 299-4004, **"Tenant"**

Subject Location: ~~6122~~ 61255 Ohlson Mountain Road Warehouse-2nd Floor
Homer, Alaska 99603

WMS MLS 10/25/2018

It is additionally agreed, that the Landlord/Lessor WILL NOT take possession of said premises or remove marijuana from the premises, and the Alaska Marijuana Control Office (AMCO) will be contacted in the event that this is necessary.

IN WITNESS WHEREOF the parties to this Addendum to Lease have duly affixed their signatures under hand and seal, or by a duly authorized office under seal, on the 18 day of October, 2018.

(Witness)

(Witness)

William Louis & Mary Lou Strutz
(Landlord)

Ohlson Mountain Gold, LLC (Tenant)

Per

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 4th day of February, 2018

BETWEEN:

William Louis & Mary Lou Strutz of 61255 Ohlson Mountain Road Homer, Alaska 99603

Telephone: (907) 299-7058 Fax: _____

(the "Landlord")

OF THE FIRST PART

- AND -

Ohlson Mountain Gold, LLC of 61255 Ohlson Mountain Road Homer, AK 99603

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

   a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

   b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 61255 Ohlson Mountain Rd Warehouse - 2nd Floor Homer, Alaska 99603, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

   c. "Common Areas and Facilities" mean:

      i. those portions of the Building areas, buildings, improvements, facilities, utilities,

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equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the warehouse space at 61255 Ohlson Mountain Rd Warehouse - 2nd Floor Homer, Alaska 99603.

f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.

g. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the warehouse space municipally described as 61255 Ohlson Mountain Rd Warehouse - 2nd Floor Homer, Alaska 99603, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):
To cultivate Marijuana with unlimited amount of Plants. With all of the rules put in place by the State of Alaska for a "standard cultivation license".

3. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the

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building containing the Premiseswithout the prior written permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.

Term

4. The term of the Lease is a periodic tenancy commencing at 12:00 noon on February 4, 2018 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy (the "Term").

Rent

5. Subject to the provisions of this Lease, the Tenant will pay a base rent of $1,500.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
6. For the first 6 months of the term (the "Abatement Period"), the Tenant will not be obligated to pay the monthly installment of Base Rent due but will be liable to pay all other amounts payable under this Lease. The entire Base Rent otherwise due and payable for the Abatement Period will become immediately due and payable upon the occurrence of an event of default under this Lease.
7. The Tenant will pay the Base Rent on or before the First day of the month rent will be paid of each and every month of the Term to the Landlord at 61435 Strutz Avenue Homer, Alaska 99603, or at such other place as the Landlord may later designate.
8. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

9. In addition to the Base Rent, the Tenant is responsible for directly paying to the appropriate suppliers the following operating costs:
    a. cleaning and janitorial services;
    b. operating and servicing elevators;
    c. security;
    d. window cleaning;
    e. all insurance relating to the Building as placed by the Landlord from time to time, acting

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prudently;

f. repairs and replacements to the Building and any component of the Building;

g. accounting and auditing;

h. provision, repair, replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout the Building;

i. all amounts paid to employees or third parties relating to work performed in relation to the Building including in the case of employees all usual benefits, including a management fee not to exceed 5% of gross receipts from the Building;

j. supplies used in relation to operating and maintaining the Building; and

k. preventive maintenance and inspection.

10. The Landlord will be responsible for paying the following operating costs:

a. property or building taxes and sales or use taxes related to the Building or this Lease;

b. all utilities supplied to the Common Areas and Facilities;

c. provision of a building superintendent and associated personnel employed for the Building including a reasonable rental value for office space used by those persons and related expenses including uniforms;

d. all outdoor maintenance including landscaping and snow removal; and

e. operation and maintenance of parking areas.

11. For any rent review negotiation, the Base Rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

12. The Tenant will carry on business under the name of Ohlson Mountain Gold and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

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Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of $2,500.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

15. The Tenant may not use the Security Deposit as payment for the Rent.

Quiet Enjoyment

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

17. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

18. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Inspections and Landlord's Right to Enter

19. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

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Landlord Improvements

20. The Landlord will make the following improvements to the Premises:

    a. Finish all Sheet rock, paint all sheet rock, finish outside of building, stairs, doors with locks, elevator.

Tenant Chattels

21. The Tenant will not supply any chattels.

Utilities and Other Costs

22. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, telephone, Internet and cable.

23. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: Fuel oil bill
    The tenant will have to keep the 1000 gallon fuel tank filled and set up auto fill.

Insurance

24. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

25. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.

26. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

27. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

28. The Tenant will provide proof of such insurance to the Landlord upon request.

Abandonment

29. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the

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Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

30. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Governing Law

31. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

32. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

33. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises

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or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

34. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

35. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

36. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

37. The Tenant will not engage in any illegal trade or activity on or about the Premises.

38. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

39. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

40. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

41. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in

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and around the Building on the Premises.

General Provisions

42. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

43. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

44. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

45. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

46. Time is of the essence in this Lease.

47. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 4th day of February, 2018.

(Witness)

William Louis & Mary Lou Strutz (Landlord)

(Witness)

Ohlson Mountain Gold, LLC (Tenant)

Per: _____ (SEAL)

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