LEASE ADENDUM 2

This **LEASE addendum** is made this 3 day of March 2019, by and between **Nick Miller**, (hereinafter **"LESSEE"**), and **Nicholson's Auto Inc**, an Alaskan corporation. (hereinafter **"LANDLORD"**).

WHEREAS, LESSEE and LANDLORD understand and agree to the following;

Lease signed on 7/23/2018 Lessee to be identified from Nick Miller to Alaskabuds, LLC

LANDLORD: Jon S Nicholson March 3, 2019
Date

LESSEE: _____ 3 March 2019
Nick Miller, Date

RECEIVED
MAR 28 2019
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Nicholson's Auto Inc.

630 Third Ave.

P.O.Box 405

Bethel, AK 99559

907-543-3167

LEASE:

Retail Space For: Nick Miller

This lease is between the following:

Landlord: Nicholson's Auto Inc., an Alaskan corporation with its address at POBox 405, 630 Third Ave, Bethel, Alaska 99559-0405, (907) 543-3167; and

Tenant: Nick Miller, an Alaskan Company with its address at PO Box 241531, Anchorage, AK 99501

Premises: Suite "B" approximately 1200 square feet of the building located at 660 Third Avenue, Bethel, Alaska as specified in Attachment A. Nick Miller and the parties related to its business may use the parking connected to the premises, except for parking overnight or vehicle storage.

Use: A retail space and its related activities.

Rent: $3000.00 plus sales tax per month inclusive of heat, water, sewer, and electricity, payable in advance on the first day of the month to Nicholson's Auto Inc. at 630 Third Avenue,

RECEIVED
DEC 10 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

POBox 405, Bethel, Alaska 99559-0405. Nicholson's Auto Inc. may raise the rent for each option year or holdover period by 2.5% or 25% of the annual percent of increase in the Consumer Price Index whichever is greater. Nicholson's Auto may raise the rent in the event of an increase in the cost of electricity and or heating oil as follows: The rent may be subject to an increase of $20 per month per 5% increase in the cost per KWH for electricity. The rent may be subject to an increase of up to $25 per month per 2% increase in the cost of heating oil. The current cost of electricity is $0.36 per KWH and for heating oil is $4.26 per gallon. The tenant will be notified in writing at least 30days in advance of any changes to the rent payment amount. During the period of time while Nick Miller is waiting for licensing and permitting the rent will be adjusted to $2000.00 per month plus sales tax.

Security Deposit: $3000.00 to pay for violations of this agreement.

Terms:

1. Lease & Use of Premises: Nicholson's hereby leases the premises to Nick Miller for the use, rent and security deposit specified above. Nick Miller may only use the space as described above or as agreed in writing. Nick Miller shall return the space to Nicholson's in the same condition when the lease started except for normal wear and tear.

2. Term & Option: This lease begins on July 23rd 2018. The lease ends on the 5th anniversary or at the end of each subsequent one-year option term. If either party wants to terminate the lease at the end of the 5th anniversary or at the end of any option year. They shall give written notice to the other party at least 90 days before it ends. If Nicholson's does not give this notice of termination, then Nick Miller may extend the term of the lease for an additional one year term by giving Nicholson's notice of Nick Miller exercise of this right at least 30 days before the lease ends' Otherwise the lease will go from month to month until someone ends it. In the event Nick Miller is unable to obtain or maintain the State Licenses of or Local Permits necessary to operate the retail business Nick Miller may cancel this lease with 30 days notice

3. Improvements: Nicholson's shall promptly complete the following tenant improvements before Nick Miller occupies the premises. Repair and paint the existing walls if needed, clean or replace the carpeting. Nick Miller will be responsible for any security improvements. (windows bars, security cameras, etc.)

4. Maintenance and Repairs: Nick Miller shall maintain the premises in a safe, orderly and sanitary condition and properly dispose of all refuse and garbage. Nicholson's shall be responsible for the maintenance and repairs of the building. Nicholson's will have the right to access the mechanical room to conduct routine equipment maintenance.

5. Liability: Nick Miller and Nicholson's and their respective insurers are responsible for losses arising under this lease and related to their own personal and real property

RECEIVED
DEC 10 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

regardless of who is at fault. Each party waives their subrogation rights against each other for losses related to personal and real property. Each party and their respective insurers are responsible for personal injuries arising under this lease to the extent caused by their own negligence.

6. Defaults & Remedies: If either party fails to make payment owed under the lease; fails to fix a default under this lease in 20 days of notice of default; or make misrepresentations, then either party may do any of the following: terminate the lease, cure the default and offset the amount owed against the rent or add it to the rent, as the case may be, and pursue any other legal remedy.

7. Destruction & Condemnation: Nicholson's shall repair or replace damages caused by flood, fire or similar casualty. Nick Miller's rent is abated until it is able to return to normal business and it's lease is extended for the period of abatement. The tenant may terminate the lease if Nicholson's does not start repairs within two months of the casualty, Nicholson's does not complete the repairs within one year of the casualty, or the casualty occurs less than one year before the lease term expires. Nicholson's may terminate the lease if the amount of damages exceeds $20000.00. This lease terminates if the building is condemned.

8. Assignment & Subletting: Nick Miller may not assign or sublet the premises without the written consent of Nicholson's. If Nicholson's fails to respond to Nick Miller's request within 30 days of the request, consent is deemed given for the assignment or sublease.

9. Subordination, Non-disturbance, & Attornment: This lease is subordinate to any deed of trust encumbering the premises. If the trustee of a deed of trust forecloses on the premises, this lease remains in effect and Nick Miller shall recognize the purchaser of the premises under the deed of trust as the new landlord provided that the new landlord assumes all of Nicholson's obligations under this lease and does not disturb Nick Miller tenancy.

10. Arbitration: Binding arbitration is the exclusive means of resolving any dispute related to this lease, including tort claims. Alaska's Revised Uniformed Arbitration Act (AS 09.43.300 to .595) and all subsequent arbitration statutes govern the arbitration proceedings. The arbitration proceedings are to take place in Bethel, Alaska.

11. Miscellaneous: This lease contains the entire agreement among the parties. The parties may amend this agreement in writing signed by all parties. Alaska law controls this agreement. The parties shall give all notices required in this agreement to the address specified above as follows (deemed received as specified in parentheses) : by hand(upon delivery), via Fedex, UPS or USPS (when signed for by receiving party) , by email (by email confirmation). Waiver must be in writing. No clause is to be construed against another party since this agreement was negotiated in the spirit of mutual cooperation. Neither party is liable for Force Majeure events.

RECEIVED
DEC 10 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Signatures and Dates

The date this agreement is signed by the last party (as indicated by the date associated with that parties signature) will be deemed the effective date of this agreement.

Nicholson's Auto Inc.

By: Jon S Nicholson date: 7-23-2018

Jon S. Nicholson, President

Nick Miller

By: _____ date: 7-23-2018

Nick Miller

RECEIVED
DEC 10 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

LEASE ADENDUM 1

This **LEASE addendum** is made this 23 day of July 2018, by and between **Nick Miller**, (hereinafter **"LESSEE"**), and **Nicholson's Auto Inc**, an Alaskan corporation. (hereinafter **"LANDLORD"**).

WHEREAS, LESSEE and LANDLORD understand and agree to the following;

1. The LESSEE/LANDLORD understand and agree the property is going to be used for a marijuana business

2. The LESSEE/LANDLORD understand and agree that incase of default lessee/landlord will not take possession or remove marijuana from the premises and AMCO enforcement will be contacted to take possession.

LANDLORD: _____ 7-23-2018
Date

LESSEE: _____ 7-23-2018
Nick Miller, Date

RECEIVED
DEC 10 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA