

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, (the "Agreement") made as of the 1st day of April 2016 (the "Effective Date") by and between 6795 E 49th, LLC, a Colorado limited liability company ("Landlord"), and Lifestyle Foods, Inc., a Colorado for-profit corporation ("Tenant").

WITNESSETH

1. Basic Terms.

a. **Address of Landlord.** 6795 E 49th Ave, Commerce City, CO 80022 or such other address as may from time to time be designated by Landlord in writing.

b. **Address of Tenant.** 3005 25th St, Boulder, CO 80304 or such other address as may from time to time be designated by Tenant in writing.

c. **Leased Property.** The property located at 6795 E 49th Avenue, Commerce City, CO 80022, consisting of approximately 4,800 square feet as shown on the attached drawing identified as Exhibit "A," including all equipment, fixtures and appurtenances thereupon (collectively, the "Property").

d. **Lease Term.** The Term of this Lease shall be for a period of five (5) years, commencing on April 1, 2016 (the "Commencement Date"), and ending on March 31, 2021 (the "Expiration Date"), unless this Lease shall be sooner terminated as set forth herein.

e. **Rent.** All sums, money, payments, costs and expenses required to be paid by Tenant to Landlord pursuant to this Lease.

f. **Minimum Annual Base Rent and Monthly Base Rent.** See Paragraph 6 below.

g. **Security Deposit.** See Paragraph 7 below.

h. **Permitted Uses.** The Property shall be used for a licensed marijuana infused products manufacturing facility and other lawful uses allowed under the Commerce City rules and regulations, including, without limitation, its Municipal Code, Building Code and Land Development Code.

2. **Lease of Premises.** Landlord, in consideration of the Rent to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto Tenant the Leased Property, as designated in Item (c) of Paragraph 1.

3. **Term and Delivery of Premises.** The Lease Term, as designated in Item (d) of Paragraph 1, shall commence on the Commencement Date. Unless sooner terminated in accordance with, the terms hereof, the Term shall and without the necessity for notice from either party to the other terminate at 5 p.m. local time on the Expiration Date designated in Item (d) of Paragraph 1. Tenant acknowledges that neither Landlord, nor its agents or employees, have made any representations or warranties as to the suitability or fitness of the Property for the conduct of Tenant's business or for any other purpose, nor has Landlord, or its agents or employees, agreed to undertake any alterations or construct any tenant improvements to the Property except as expressly provided in this Lease. If Tenant occupies the Property prior to the Commencement Date, such occupancy shall be under the provisions of this Lease. Tenant covenants and agrees that taking possession of the Property shall be conclusive evidence as against Tenant that the Property was in good and satisfactory condition upon Tenant's taking possession thereof.

4. **Use of Premises.** Tenant shall occupy the Property throughout the Term and shall use the same only for the non-residential purpose(s) set forth in Item (h) of Paragraph 1 and for no other purposes whatsoever without the written consent of the Landlord. Tenant shall not use or occupy the Property for any unlawful purpose or in any manner that will constitute waste or nuisance. Tenant shall comply in all material respects with all present and future State laws, City ordinances or regulation, over the Property,

concerning the use, occupancy, and condition of the Property and all machinery, equipment and furnishings therein.

5. Hazardous Materials. No Hazardous Materials shall be handled, stored, used or manufactured, in any manner, upon or about the Property or any portion of the Property by or on behalf of Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. Notwithstanding the foregoing normal quantities of Hazardous Materials customarily used in the conduct of Tenant's activities may be handled at the Property without Landlord's prior written consent. Tenant's Hazardous Materials shall be handled at all times in material compliance with the manufacturer's instructions therefor and all applicable environmental laws.

6. Rent.

a. Minimum Annual Rent. Tenant shall pay to Landlord the following sums, according to the following rent schedule:

Year 1 [April 1, 2016 – March 31, 2017]
\$161,800 annually, payable in monthly installments of \$13,483.33.

Year 2 [April 1, 2017 – March 31, 2018]
\$161,800 annually, payable in monthly installments of \$13,483.33.

Year 3 [April 1, 2018 – March 31, 2019]
\$161,800 annually, payable in monthly installments of \$13,483.33.

Year 4 [April 1, 2019 – March 31, 2020]
\$161,800 annually, payable in monthly installments of \$13,483.33.

Year 5 [April 1, 2020 – March 31, 2021]
\$161,800 annually, payable in monthly installments of \$13,483.33.

Upon execution of this Agreement, the Parties acknowledge Tenant has previously deposited to Landlord the sum of \$10,300 as security for the Tenant's performance of the terms of this Lease. Thereafter, commencing on April 1, 2016, Tenant shall pay the Minimum Annual Rent in equal monthly installments, as designated herein this Paragraph 6, in advance, on the first day of each calendar month during the Term. In addition, Tenant shall pay Landlord, without offset, the Additional Rent as hereinafter set forth. Unless otherwise specifically provided, all sums shall be paid to Landlord at the address designated in Item (a) of Paragraph 1 or at such other address as Landlord shall designate in writing to Tenant.

b. Additional Rent. Tenant shall pay as Additional Rent all utilities, water and sewer rents for the Property, which at any time during the Term hereof as assessed or imposed upon the Property or any part thereof, and any other amounts described herein to be Additional Rent. Tenant shall pay these expenses to the vendor, or in the event Landlord has paid the same, agrees to reimburse Landlord in full within thirty (30) days of receiving a statement from Landlord for these charges. Upon reasonable notice to Landlord, Tenant may have access to the utilities and/or communications room for repairs, maintenance or inspection purposes. Tenant shall pay the real estate property taxes assessed against the Property during the Term hereof. The property tax shall be paid by the Landlord and added to the rent after payment.

c. Late Payment. If Tenant shall fail to pay, within five (5) days after the same is due and payable, any Monthly Rent Installment or any Additional Rent, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of twenty-four (24%) percent per annum.

7. Security Deposit. The Parties acknowledge Tenant has previously deposited with the Landlord the sum of \$10,300 as security for the Tenant's performance of the terms of this Lease. The Landlord may use, apply, or retain all or any part of the security to the extent required for the payment of any Rent, Additional Rent, or other sum or debt as to which Tenant is in default or for any sum expended or incurred by Landlord due to Tenant's default in any term of this Lease, including, but not limited to, any damages or deficiency in the re-letting of the Property. If the Tenant complies with all of the terms of this Agreement, the security deposit shall be returned, without interest, to the Tenant within sixty (60) days of the termination of this Agreement and after delivery of possession of the Property to Landlord. If there is a sale of the Property, the Landlord may transfer the security to the purchaser and the Landlord shall thereupon be released from all liability for the return of such security. The Tenant shall look solely to the new Landlord for the return of such security.

8. Insurance and Indemnification.

a. Insurance by Tenant. Tenant shall, at all times during the Term, at Tenant's expense, obtain and keep in effect the following insurance insuring Tenant, Landlord and all mortgagees and any other person or entity designated by Landlord as having an interest in the Property (as their interests may appear):

i. Insurance upon all property situated in or on the Property owned by the Tenant or for which Tenant is legally liable and on fixtures and improvements installed in the Leased Property or on behalf of Tenant. Such policies shall be for an amount of not less than 100% of the full replacement cost with coverage against at least fire with standard extended coverage, vandalism, malicious mischief, and water damage;

ii. Commercial General Liability insurance including fire, legal liability and contractual liability coverage with respect to the Property. Such insurance shall be written on a comprehensive basis with inclusive limits of not less than \$1,000,000.00 per person with a \$2,000,000.00 maximum limit for each occurrence for bodily injury and property damage or such higher limits as Landlord, acting reasonably, may require from time to time. The limit of said insurance shall not, however, limit the liability of Tenant hereunder. Landlord shall be named on all liability policies maintained by Tenant;

iii. Worker's Compensation insurance for all Tenant's employees working in the premises in an amount sufficient to comply with applicable laws and regulations; and,

iv. Tenant shall arrange for, and pay the actual cost of, Landlord's Insurance upon the Property against loss or damage by fire and against loss or damage by other risks embraced by the so called "Broad Extended Coverage Endorsement" in an amount equal to the full replacement value of the same. The property tax shall be paid 1/12th monthly, as Additional Rent, with base rent.

All policies of insurance maintained or arranged for by Tenant shall be in a form reasonably acceptable to Landlord; issued by an insurer reasonably acceptable to Landlord and licensed to do business in the State of Colorado; and, require at least thirty (30) days' written notice to Landlord of termination or material alteration. If Tenant fails to secure or maintain any insurance coverage required by Landlord, or should insurance secured not be approved by Landlord and such failure or approval not be corrected within forty-eight (48) hours after written notice from Landlord, Landlord may without obligation, purchase such required insurance coverage at Tenant's expense. Tenant shall promptly reimburse Landlord for any monies so expended as Additional Rent.

b. Tenant's Contractor's Insurance. Tenant shall require any contractor of Tenant permitted to perform work in, on or about the Property to obtain and maintain the following insurance coverage at no expense to Landlord:

i. Commercial General Liability Insurance, in the amount of \$1,000,000.00, naming Landlord and Tenant; and,

ii. Worker's Compensation insurance for all contractor's employees working in the premises in an amount sufficient to comply with applicable laws or regulations.

c. Indemnification. Tenant, at Tenant's sole cost and expense, shall indemnify and hold harmless Landlord from all loss, claim, demand, damage, liability or expense, including reasonable attorneys' fees, resulting from any injury to or death of any person or any loss of or damage to any property caused by or resulting from any act, omission or negligence of Tenant or any officer, employee, agent, contractor, licensee, guest, invitee or visitor of Tenant in or about the Leased Property, but the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties to the extent caused by the gross negligence of Landlord or of any officer, employee or agent of Landlord (other than Tenant or any of officers, employee or agent of Tenant). Landlord shall not be liable for any loss or damage to person, property or Tenant's business sustained by Tenant, or other persons, which may be caused by the Property, or any appurtenance thereto, being out of repair or by the bursting or leakage of any water, gas, sewer or steam pipe, or by theft or by any act of neglect of any other person, except to the extent caused by or due to the gross negligence of Landlord, its employees, agents or representatives (other than Tenant or any of officers, employee or agent of Tenant).

d. Waiver of Subrogation. Landlord and Tenant each agree that neither Landlord nor Tenant (and their successors and assignees) will have any claim against the other for any loss, damage or injury resulting from an occurrence which is covered by insurance carried or required to be carried by either party and for which recovery from such insurer is made, notwithstanding the negligence of either party in causing the loss. Landlord and Tenant shall ensure that all policies of insurance shall expressly permit waiver of subrogation and shall furnish the other party evidence of the same upon request.

9. Damage by Fire or other Casualty; Casualty Insurance.

a. Application of Proceeds; Obligation to Repair or Rebuild. If the Property shall be damaged, destroyed, or subject to substantial destruction by fire or other casualty, then Tenant, subject to the conditions set forth in this Paragraph 9, shall repair, rebuild, or replace such damage and restore the Property to substantially the same condition in which they were immediately prior to such damage or destruction; provided, however, that Tenant shall only be obligated to restore such damage or destruction which is covered by fire and other extended coverage policies, the proceeds of which Landlord shall make available to Tenant for such purpose.

b. Commencement and Completion of Work. The work shall be commenced promptly and completed with due diligence, taking into account the time required by Landlord to effect a settlement with, and procure insurance proceeds from, the insurer, and for delays beyond Tenant or Landlord's reasonable control.

c. Abatement of Rent. If the Leased Property shall be damaged by fire or other casualty, in whole or in part, without the fault or negligence of Tenant, the Minimum Annual Rent and Additional

Rent shall be abated proportionately to the extent and during the time the Property is rendered untenable.

10. Condemnation.

a. Termination. (i) If all of the Property is covered by a condemnation; or (ii) if any of the Property is covered by a condemnation and, in Landlord's reasonable opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder of the Property; then, in any such event, this Lease shall terminate and all obligations hereunder shall cease as of the date upon which possession is taken by the condemnor and the Rent herein reserved shall be apportioned and paid in full by Tenant to Landlord to that date and all Rent prepaid for periods beyond that date shall forthwith be repaid by Landlord to Tenant.

b. Partial Condemnation. If there is a partial condemnation and this Agreement has not been terminated pursuant to subparagraph (a) hereof, Landlord shall restore the Property and the improvements which are part of the Property to a condition and size as nearly comparable as reasonably possible to the condition and size thereof immediately prior to the date upon which possession shall have been taken by the condemnor. If the condemnation proceeds are more than adequate to cover the cost of restoration and Landlord's expenses in collecting the condemnation proceeds, any excess proceeds shall be retained by Landlord. If there is a partial condemnation and this Lease has not been terminated by the date upon which the condemnor shall have obtained possession, the obligations of the Landlord and Tenant under this Lease shall be unaffected by such condemnation except that there shall be an equitable abatement of the Minimum Annual Rent in direct proportion to the amount of the Property so taken.

c. Award. In the event of a condemnation affecting Tenant, Tenant shall have the right to make a separate claim against the condemnor for removal and relocation costs and expenses and the taking of Tenant's tangible property; provided and to the extent, however, that such claims or payments do not reduce the sums otherwise payable by the condemnor to Landlord except as aforesaid, Tenant hereby waves all claims against the Landlord and against the condemnor including, without limitation, all claims for leasehold damages and diminution in value of Tenant's leasehold interest.

11. Repairs and Maintenance. Tenant shall maintain the roof, the foundation, and the structural soundness of the building on the Property, provided, however, that Tenant may deduct the actual cost of such maintenance from the Minimum Annual Rent. Tenant shall, at its sole cost and expense, promptly repair any damage caused to the Property by its act or negligence or that of its employees, agents, invitees, subtenants, licensees, assignees, or contractors. Other than as set forth above, Tenant, at its sole cost and expense and throughout the Term and any renewals or extensions thereof, shall keep and maintain the Property in a neat, safe and orderly condition and shall make all necessary repairs thereto, including all plumbing servicing the Property. Tenant shall be responsible for janitorial maintenance, all landscaping and removal of/maintaining the Property free of weeds and to keep the sidewalks free from ice and snow. Upon the expiration of the Term, Tenant shall yield and deliver up the Property in like condition as when taken (including demolishing all new interior walls and removing materials), ordinary wear and tear excepted.

a. Water; Moisture; Condensation; Mold; Mildew. The obligations and responsibilities contained within this Paragraph 11 expressly includes Tenant's obligation and responsibility, at its sole cost and expense and throughout the Term and any renewals or extensions thereof, shall keep and maintain the Property, including without limitation, its walls, free of water, moisture, condensation, and mold and mildew conditions, and shall

make all necessary repairs thereto, at its sole cost and expense, should Tenant fail to keep the Property free of such conditions.

12. Utilities and Services.

a. Utilities and Services. Provided Tenant is not in default hereunder, and subject to interruptions beyond Landlord's control, Landlord agrees to enter into any utilities and service agreements reasonably requested by Tenant.

b. Cooperation; Payment of Charges; Approval of Special Equipment Usage. Tenant agrees to cooperate fully at all times with Landlord and to abide by all reasonable regulations and requirements which Landlord may prescribe for the use of the above utilities and services. Tenant's use of electricity shall at no time exceed the capacity of the service to the Property or the electrical risers or wiring installation.

c. Failure, Stoppage or Interruption of Service; No Release from Obligations. Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of Rent by reason of, Landlord's failure to furnish any of the foregoing services when such failure is caused by accident, breakage, repairs, riots, strikes, lockouts, or other labor disturbance or labor dispute of any character, governmental regulation, moratorium or other governmental action, inability by exercise of reasonable diligence to obtain electricity, water or fuel, or by any other cause beyond Landlord's immediate control or for stoppages or interruptions of any such services for the purpose of making necessary repairs or improvements.

13. Governmental Regulations. Tenant shall not violate any laws, ordinances, notices, orders, rules, regulations or requirements, including without limitation those pertaining to environmental matters, of any state or municipal government, relating to the Property or to the use or manner of use of the Property, nor shall Tenant perform any acts or carry on any practices which may injure the Property or be a nuisance, disturbance or menace to any other tenants of the Property. Tenant shall indemnify and hold Landlord harmless from and against any liability, loss, claim or damage, including costs, expenses and reasonable attorneys' fees sustained or incurred by Landlord as a result of Tenant's breach of this Paragraph 13. Upon breach of this Paragraph 13, Landlord shall have the right to terminate this Lease forthwith and to re-enter and repossess the Property, but Landlord's right to damages shall survive.

14. Signs. No signs shall be placed, erected, maintained or painted by Tenant at any place upon the exterior of the Property without the prior, written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

15. Alterations and Additions. Tenant shall, at its expense, make all necessary alterations and installations in the Property that it deems necessary in connection with its business. Tenant shall not do any painting or decorating, erect any partitions, or make any alterations, additions, changes or repairs (hereinafter referred to as "Alterations and Additions") to the Property without obtaining in each instance Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. All Alterations and Additions shall remain upon and be surrendered with the Property. Tenant hereby agrees to protect, defend, indemnify and hold harmless Landlord, its agents and employees, with regard to the Property, from any and all liabilities, costs, expenses and reasonable attorney's fees of every kind and description including, but not limited to mechanic's liens, which may arise out of or be connected in any way with said Alterations or Additions. Any mechanic's lien filed against the Property or any notice which is received by either Landlord or Tenant for work claimed to have been furnished to Tenant shall be released and discharged within ten (10) business days after such filing or receipt, whichever is

applicable, at Tenant's expense. All Alterations and Additions shall comply with all insurance requirements and with all applicable laws, statutes, ordinances and regulations.

16. Landlord's Right of Entry.

a. Right of Entry; No Release from Obligations. Upon Landlord's provision of reasonable notice, Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Property at all reasonable times when accompanied by Tenant for the purpose of (i) inspecting the Property or (ii) making any necessary repairs thereto and performing any work therein.

b. Sale; Mortgage; Prospective Tenants. Landlord shall have the right at all reasonable times and upon reasonable prior notice to enter and to exhibit the Property for the purpose of sale or mortgage, and, during the last six (6) months of the Term of this Agreement, to enter and exhibit the Property to any prospective tenant.

17. Quiet Enjoyment. Tenant, upon paying the Minimum Annual Rent, Additional Rent and other charges herein provided for, and observing and keeping all covenants agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Property during the Term without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease. Landlord hereby reserves the right to prescribe, at its sole discretion, reasonable rules and regulations (herein called the "Rules and Regulations") governing the use and enjoyment of the Property; provided that the Rules and Regulations shall not materially interfere with Tenant's use and enjoyment of the Property in accordance with the provisions of this Agreement for the permitted uses.

18. Assignment and Subletting. Tenant agrees that it will not sublet the Property, or any part thereof, nor assign this Lease, or any interest therein, without first obtaining the written consent of the Landlord, which consent may be withheld by Landlord for any reason in its sole discretion, any exceptions stated below excepted. In no event shall any assignment or subletting to which Landlord may consent, release or relieve Tenant from its obligations to fully observe or performed. Consent by Landlord to an assignment or sublease will not be construed to relieve Tenant from obtaining Landlord's prior written consent in writing to any further assignment or sublease.

19. Subordination. Landlord reserves the right to subject and subordinate this Agreement at all times to the lien of any first mortgage now or hereafter placed upon Landlord's interest in the Property, and to any second mortgage with the consent of the first mortgagee provided that Tenant receives a non-disturbance agreement in such form that it deems reasonably necessary. In confirmation of such subordination, Tenant shall properly execute and deliver to Landlord (or such other party so designated by Landlord) at Tenant's own cost and expense, within ten business days after request from Landlord an instrument that Landlord, or the holder of any such mortgage(s) or any of their respective successors in interest or assigns may reasonably request evidencing such subordination. Tenant shall, in the event any proceedings are brought for the foreclosure of any such mortgage(s), attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Agreement, subject to the condition that such purchaser recognizes this Agreement and Tenant's occupancy hereunder and all of Tenant's rights hereunder and does not disturb Tenant's occupancy of the Property under this Agreement unless and until an event of default under Paragraph 22 exists and continues. Said instrument shall be in such form as Landlord may reasonably require.

20. Tenant's Certificate. Tenant, at any time and from time to time and within ten (10) business days after Landlord's written request, shall execute, acknowledge and deliver to Landlord a written instrument certifying that this Agreement is unmodified and in full force and effect (or, if there

have been modifications, that it is in full force and effect as modified and stating the modifications); certifying that Tenant has accepted possession of the Property; stating the date on which the Term commenced and the dates to which minimum rent, Additional Rent and other charges have been paid in advance, if any; stating that to the best knowledge of the signer of such instrument Landlord is not in default of this Lease (or if there are defaults alleged by Tenant, setting forth in detail the nature of such alleged defaults); stating any other fact or certifying any other condition reasonably requested by Landlord or required by any mortgagee or prospective mortgagee or purchaser of the Property or any interest therein or by any assignee of Landlord's interest in this Agreement or by any assignee of any mortgagee. The foregoing instrument shall be addressed to Landlord and to any mortgagee, prospective mortgagee. The foregoing instrument shall be addressed to Landlord and to any mortgagee, prospective mortgagee, purchaser or other party specified by Landlord. Said instrument shall be in such form as Landlord may reasonably require.

21. Surrender.

a. Condition of Premises. At the expiration or earlier termination of the Term, Tenant shall promptly yield up, clean and neat, and in the same condition, order and repair in which they are required to be kept throughout the term hereof, the Leased Property all improvements, alterations and additions thereto, and all fixtures and equipment servicing the Property, ordinary wear and tear excepted.

b. Holding Over. If Tenant, or any person claiming through Tenant, shall continue to occupy the Property after the expiration or earlier termination of the Term or any renewal thereof, such occupancy shall be deemed to be under a month-to-month tenancy under the same terms and conditions set forth in this Lease; except, however, that the Monthly Rent Installments for each month during such continued occupancy shall be 200% of the amount set forth in Item (f) of Paragraph 1. Anything to the contrary notwithstanding, any holding over by Tenant without Landlord's prior written consent shall constitute a default hereunder and shall be subject to all the remedies set forth in Paragraph 22 hereof.

22. Defaults – Remedies.

a. Defaults. If the Tenant shall be in arrears in payment of any installment of rent, or any portion thereof, or in default of any other covenants of agreements set forth in this Agreement, or there is filed by or entered against Tenant as debtor an order for relief under the Bankruptcy Code or any similar insolvency, liquidation, reorganization or receivership statute or proceeding (any of the foregoing, a "Default"), and the Default remains uncorrected for a period of three (3) business days (thirty (30) days in case of a Default other than the failure to pay Rent) after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (i) declare the term of the Agreement ended; (ii) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (iii) recover all present and future damages, costs and other relief to which the Landlord is entitled including, but not limited, to the costs to recover and repossess the premises, the expenses, and commissions; (iv) pursue breach of contract remedies; and/or (v) pursue any and all available remedies in law or in equity. In the event possession is terminated by reason of Default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the Term, subject to Landlord's duty to mitigate such damages. Pursuant to applicable law, including, without limitation, §§ 13-40-104(d.5)(e.5) and 13-40-107.5, C.R.S., which is incorporated by this reference, in the event repeated or substantial default(s) under the Agreement occur, the Landlord

may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above-listed remedies.

23. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises or the Property. This Lease supersedes all prior negotiations, agreements, leases, informational brochures, letters, promotional information and other statements and materials made or furnished by Landlord or its agents. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun, singular number, shall include the masculine, feminine and neuter genders and the singular and plural number.

24. Liability of Landlord. Neither Landlord nor any principal of Landlord nor any owner of the Property, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Agreement or the Property, and if Landlord is in breach of default with respect to Landlord's obligations under this Agreement or otherwise, Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of Tenant's remedies.

25. Notices. All notices, demands, requests, consents, certificates and waivers required or permitted hereunder from either party to the other shall be in writing and sent by United States certified mail, return receipt requested, postage prepaid; by electronic mail; or by facsimile transmission. Mailed notices shall be addressed to Landlord and Tenant at the address(es) designated in Items (a) and (b), respectively, of Paragraph 1. Either party may specify an e-mail address or telephone number to receive a facsimile transmission, in the manner set forth for giving notices to the other, and may also, at any time, specify a different address to which notices to it shall be sent.

26. Landlord's Lien. As security for the payment of rent, damages and all other payments required to be made under this Agreement, Tenant hereby grants to Landlord a lien upon all property of Tenant now or hereafter located upon the Property. If Tenant abandons or vacates any portion of the Property or is in default in the payment of any rent, damages or other payments required to be made by this Lease or is in default of any other provision of this Agreement, Landlord may enter upon the Property, without being liable for any claim of damages, without being deemed guilty of any manner of trespass, and without prejudice to any other remedy which it may have for possession or arrearages in rent and take possession of all or any part of such personal property, and may sell and convey all or any part of such personal property at a public or private sale, in one or successive sales, with or without notice, to the highest bidder for cash and on behalf of tenant, delivering to the highest bidder all of Tenant's title and interest in the personal property so sold. The proceeds of such sale of the personal property shall be applied by Landlord toward the reasonable costs of expenses of the sale, including attorneys' fees, and then toward the payment of all sums then due by Tenant to Landlord under the terms of this Agreement; any excess proceeds shall be paid to Tenant or any other person entitled thereto by law.

27. Taxes. Tenant shall be liable for and shall pay at least ten (10) business days before delinquency and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any liability in connection with, all taxes levied against any personal property, fixtures, machinery, equipment, apparatus, systems and appurtenances placed by or on behalf of Tenant in or about or utilized by Tenant in, upon or in connection with the Property ("Equipment Taxes"). If any Equipment Taxes are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value or appurtenances of Tenant, and if Landlord, after written notice to Tenant pays the Equipment Taxes or taxes based upon such an increased assessment, Tenant shall pay to Landlord upon demand, as Additional Rent hereunder, the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment. Notwithstanding the foregoing to the contrary, Tenant shall cooperate with Landlord to the extent reasonably necessary to cause the

fixtures, furnishing, equipment and other personal property to be assessed and billed separately from the leased real property.

28. Miscellaneous.

a. This lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant shall not be entitled to any setoff of the rent or other amounts owing hereunder against Landlord, if Landlord fails to perform its obligations set forth herein, except as herein specifically set forth; provided, however, the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Property or any portion thereof whose address Tenant has been notified in writing and so long as an opportunity has been granted to Landlord and such holder to correct such violation.

b. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

c. Payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be a payment on account and may be applied to Tenant's account as Landlord deems fit. Any endorsement of statement on any check or any letter accompanying any check or payment as rent shall not be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord.

d. Time is the essence hereof.

e. This Agreement, and performance hereunder, shall be governed by and construed in accordance with the laws of the State of Colorado.

f. All costs incurred by either party in connection with collecting any amounts and damages owing by the other party pursuant to the provisions of this Agreement or to enforce any provision of this Agreement, including by way of example, but not limitation, reasonable attorneys' fees from the date any such matter is turned over to an attorney, shall also be recoverable by the prevailing party.

g. All titles and captions are for convenience only and are not a part of this Lease.

h. This Lease shall be binding on the parties, their successors and assigns.

i. Neither party shall record this Lease in the real property records.

j. Any non-monetary obligation of Landlord or Tenant which is delayed or not performed due to Acts of God, acts of terrorism, strike, riot, shortages of labor or materials, war (whether declared or undeclared), governmental laws, regulations or restrictions, governmental action or inaction, any moratorium or other limit on issuing building permits or certificates of occupancy, or any other causes of any kind whatsoever which are beyond Landlord's or Tenant's reasonable control, including, without limitation, delay by a third party in completion of off-site improvements for the Building, shall not constitute a default hereunder and shall be performed within a reasonable time after the end of such cause for delay or nonperformance.

k. During the Term and any extension thereof, Tenant shall keep in full force and effect workers' compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers' compensation laws of the State of Colorado.

l. Landlord acknowledges, agrees and understands that the Tenant or its sub-lessees may be currently licensed or licensed in the future under relevant state law as a marijuana center, optional premises cultivation facility and/or marijuana-infused products manufacturer, whether medical or retail/recreational (as any of these terms may be defined under relevant Colorado law) and is or may be entitled to possess, use, cultivate, extract, distribute, transport, and/or acquire marijuana under the applicable state and local law. Tenant shall maintain appropriate licensing as required by applicable Colorado and local law in good standing and at all times remain within the limits allowed by applicable law with regard to the possession, cultivation, extraction, distribution, acquisition, transportation, or use of marijuana. Any violation of any statute or rule under any applicable Colorado or local law regarding marijuana by the Tenant shall be considered a material breach of the sublease and subject the Tenant to all rights and remedies of the Landlord in the event of breach.

Notwithstanding anything to the contrary set forth in this Lease, this Lease is subject to the approval of the MED. In the event that the MED does not approve this Lease or any portion thereof, then this Lease shall be deemed null and void; provided that if only a portion of this Lease is not approved by MED, then the Parties shall promptly negotiate in good faith to modify this Lease.

m. Tenant shall not permit any disorderly conduct or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises. In the event that Tenant's activities regarding marijuana produce odors which are a nuisance to neighboring properties, as determined by Landlord in Landlord's sole discretion, Landlord may require Tenant to install a ventilation system or other mitigating equipment to remove odors at Tenant's sole expense. Landlord will provide Tenant with written notice of this alleged violation and give the Tenant an opportunity to cure this defect either by installation of a ventilation system within thirty (30) days of the notice or through other remedial measures. If the odor issue is not resolved within thirty (30) days, such an ongoing problem will be considered a material breach of the lease and subject the Tenant to all rights and remedies of the Landlord in the event of breach.

n. The failure of Landlord to insist upon the strict performance of any agreement, term, covenant, or condition hereof or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach of such agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach hereof shall be waived, altered or modified, except by written instrument executed by Tenant.

29. Termination Options.

- a. In the event the State of Colorado changes the law or law enforcement priorities, or Commerce City changes ordinances, zoning codes or policy or law enforcement priorities, or the Federal government changes law enforcement priorities to cause the use of the Premises (defined in Paragraph 6) to change that would make Tenant's intended use of Premises unlawful anytime during the Term, either Landlord or Tenant shall have the right to terminate the Lease. In such event, the terminating party shall provide the non-terminating party with written notice of its intent to terminate the Lease sixty (60) days prior to the desired Lease termination date. Tenant shall pay the Minimum Annual Rent and Additional Rent owed hereunder during the sixty (60) days and the Lease remains in full force and effect for that period. Additionally, for the right to terminate the Lease in accordance with this paragraph, Tenant shall pay to Landlord \$10,300 as an

early termination fee. The termination fee is to be paid in addition to the amount of Rent set forth in this Section 29 while Tenant still occupies the Premises.

- b. In the event Tenant is unable to obtain all applicable state and local licensure for its intended marijuana optional premises cultivation facility and marijuana-infused products manufacturing facility on or before May 1, 2016, Tenant shall have the right to terminate this Lease upon ten (10) days' prior written notice to Landlord. In the event of such termination, for the right to terminate the Lease in accordance with this subparagraph, Tenant shall pay to Landlord \$10,300 as an early termination fee. The termination fee is to be paid in addition to any other amounts owed hereunder.

30. Counterparts. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be legally bound as of the Effective Date first above written.

TENANT
LIFESTYLE FOODS, INC.

By: _____

Name: Melissa Bradley
Its President

LANDLORD
6795 E 49TH, LLC

By: _____

Name: Suzan Mitchell
Its Authorized Agent

EXHIBIT A
LEASED PROPERTY

