

**FIFTH AMENDMENT AND RESTATEMENT
REVOLVING LOAN AGREEMENT**

This Fifth Amendment and Restatement (the "*Amendment*") to the Revolving Loan Agreement dated the July 23, 2014, (the "*Agreement*"), amended on July 23, 2015, September 1, 2016, February 28, 2017, and April 18, 2017, is made and entered into as of the June 1, 2018, by and between Nutritional High (Colorado), Inc., a Colorado corporation (the "*Lender*"), and Palo Verde, LLC, a Colorado limited liability company (the "*Borrower*"). All capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement;

WHEREAS, the Borrower and Lender, entered into the Agreement and a Revolving Credit Note (the "*Original Note*") dated July 23, 2014 to provide funds for the start-up and build-out costs associated with the operation of the Borrower's business;

WHEREAS, Borrower and Lender amended the Agreement and Original Note on July 23, 2015, September 1, 2016, February 28, 2017, and April 18, 2017;

WHEREAS, Borrower has now borrowed the full amount of the Agreement, as amended; and

WHEREAS, Borrower and Lender believe it is in the best interests of the parties to amend and restate the terms of the Agreement and the Original Note into a Commercial Promissory Note on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend and restate the Agreement and Original Note as provided below:

COMMERCIAL PROMISSORY NOTE

\$1,302,494.76

Effective Date: June 1, 2018

Denver, Colorado

1. **FOR VALUE RECEIVED**, Palo Verde, LLC, a Colorado limited liability company, ("*Borrower*"), promises to pay to Nutritional High (Colorado), Inc., a Colorado corporation ("*Lender*") or order, the principal sum of **ONE MILLION ONE HUNDRED SIXTY THREE THOUSAND AND TWENTY-EIGHT DOLLARS AND 70/100 (\$1,163,028.70)** ("*Principal*"), with interest on the remaining principal balance accruing as set forth herein. Principal and interest shall be payable at such place as Lender may designate.

2. **Amount Outstanding.** As of the execution of this Commercial Promissory Note (this "*Note*"), the total amount advanced and outstanding to the Borrower is \$1,163,028.70 in Principal and \$139,466.06 in outstanding interest ("*Outstanding Interest*"), Principal and Outstanding Interest together represent the "*Loan Amount*".

3. **Use of Proceeds.** The use of funds borrowed hereunder shall only be used to pay business expenses incurred in the ordinary course of operating the Borrower's business.

4. **Interest.** Interest shall accrue from the Effective Date of this note on all advanced and unpaid Principal at a rate of ten percent (10%) per annum, accrued monthly ("*Interest*").

5. **Maturity Date.** The "*Maturity Date*" shall mean five (5) years from the Effective Date.

6. Payments. Borrower shall make equal monthly payments of Outstanding Interest only on the unpaid Principal, commencing on the first calendar day of the month from the period of June 1, 2018 to April 1, 2020 (the “**Interest-Only Period**”). Following the Interest-Only Period, from May 1, 2020 until the Maturity Date, Borrower shall make payments of unpaid Principal and accrued Interest in even monthly installments based on a ten (10) year amortization schedule, due on the first calendar day of each month. All remaining outstanding Principal plus accrued but unpaid Interest shall be due and payable to Lender on the Maturity Date (the “**Balloon Payment**”). Please see attached Payment Schedule as Exhibit A.

7. Application of Payments. Payments received for application to this Note shall be applied first to accrued interest, and the balance applied as a reduction of the principal amount hereof.

8. Events of Default.

a. Definition. For the purpose of this Note, an event of default (“**Event of Default**”) will be deemed to have occurred if:

- i. Breach of any payment provision in this Note;
- ii. Borrower fails to pay when due any amount payable under this Note, and such failure shall continue uncured for more than five (5) business days;
- iii. Borrower makes an assignment for the benefit of creditors or admits in writing such Borrower’s inability to pay Borrower’s debts generally as they become due; or an order, judgment or decree is entered adjudicating a Borrower bankrupt or insolvent; or any order for relief with respect to Borrower is entered under the Bankruptcy Code of 1978, as amended; or Borrower petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator, or commences any proceeding relating to Borrower under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or any such petition or application is filed, or any such proceeding is commenced, against Borrower and either (A) such Borrower by any act indicates Borrower’s approval thereof, consents thereto or acquiesces therein or (B) such petition, application or proceeding is not dismissed within sixty (60) days; or
- iv. The occurrence of any of the following with respect to Borrower’s assets, at any time subsequent to the execution of this Note: (a) the imposition of any lien or other similar encumbrance; (b) the issuance of any garnishment, attachment, levy, or any other form of execution; or (c) the entry of a material adverse judgment by a court having jurisdiction.

b. Consequences of Events of Default.

i. If an Event of Default occurs, the entire outstanding principal together with all unpaid accrued interest thereon, and any other amounts due hereunder (including costs of collection and enforcement), shall thereafter bear interest at the rate of twelve percent (12%) per annum, accrued monthly, until all amounts hereunder are paid.

ii. If an Event of Default (other than the type described in Section 7(a)(iii) hereof) occurs, the Lender may declare, by notice of default given to Borrower, the entire outstanding advanced principal of this Note together with all accrued, unpaid interest thereon, and any other amounts due hereunder, immediately due and payable, and Lender may otherwise exercise any and all rights as set forth in this Note.

iii. If an Event of Default of the type described in Section 7(a)(iii) hereof occurs, then all of the outstanding advanced principal of this Note, together with all accrued, unpaid interest thereon, and any other amounts due hereunder, shall automatically be immediately due and payable without any further action on the part of the Lender, and Lender otherwise may exercise any and all rights as set forth in this Note.

9. Purpose of Loan. Borrower certifies that the loan evidenced by this Note is obtained for business or commercial purposes and that the proceeds thereof will not be used primarily for personal, family, household, or agricultural purposes.

10. Cancellation. After all obligations for the payment of money arising under this Note have been paid in full, this Note will be surrendered to Borrower for cancellation.

11. Legal Fees and Costs of Enforcement. Borrower agrees to immediately pay to Lender all reasonable losses, costs, expenses (including reasonable administrative expenses and legal fees) incurred by Lender in connection with the enforcement of this Note, including but not limited to losses, costs, expenses (including reasonable administrative expenses and legal fees) from collection and/or enforcement of this Note in the Event of Default or otherwise. If this Note is placed in the hands of an attorney for collection or to enforce payment hereunder or to enforce any other obligation, whether suit or other legal action is filed or foreclosure proceedings are in fact commenced, Borrower agrees to pay, in addition to all other sums due hereunder, attorneys' fees incurred in connection with the enforcement of payment or the enforcement of the other obligations of the Borrower, and the collection of said sums, including attorneys' fees incurred in preparation for any proceedings in foreclosure, probate, bankruptcy, receivership, or other legal proceedings in connection with the enforcement of payment or other obligations and collection of all sums evidenced by this Note.

12. Waiver of Presentment, Demand and Dishonor.

a. Borrower hereby waives presentment for payment, protest, demand, notice of protest, notice of nonpayment and diligence with respect to this Note.

b. No failure on the part of Lender to exercise any right or remedy hereunder with respect to Borrower, whether before or after the happening of an Event of Default, shall constitute waiver of any such Event of Default or of any other Event of Default by Lender. No failure to accelerate the debt of Borrower evidenced hereby by reason of an Event of Default or indulgence granted from time to time shall be construed to be a waiver of the right to insist upon prompt payment thereafter; or shall be deemed to be a novation of this Note or a reinstatement of such debt evidenced hereby or a waiver of such right of acceleration or any other right, or be construed so as to preclude the exercise of any right Lender may have, whether by the laws of the state governing this Note, by agreement or otherwise; and Borrower hereby expressly waives the benefit of any statute or rule of law or equity that would produce a result contrary to or in conflict with the foregoing.

13. Usury. Borrower and Lender intend that the obligations evidenced by this Note conform strictly to the applicable usury laws from time to time in force. All agreements between Borrower and Lender, whether now existing or hereafter arising and whether oral or written, hereby are expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity hereof or otherwise, shall the amount paid or agreed to be paid to Lender, or collected by Lender, by or on behalf of Borrower for the use, forbearance or detention of the money to be loaned to Borrower hereunder or otherwise, or for the payment or performance of any covenant or obligation contained herein of Borrower to Lender, or in any other document evidencing, securing or pertaining to such indebtedness evidenced

hereby, exceed the maximum amount permissible under applicable usury law. If under any circumstances whatsoever, fulfillment of any provision thereof or any other document, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity and if under any circumstances Lender ever shall receive from or on behalf of Borrower an amount deemed interest, by applicable law, which would exceed the highest lawful rate, such amount that would be excessive interest under applicable usury laws shall be applied to the reduction of Borrower's principal amount owing hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal and such other indebtedness, the excess shall be deemed to have been a payment made by mistake and shall be refunded to Borrower or to any other person making such payment on Borrower's behalf.

14. Governing Law; Binding Arbitration. This Note shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of law principles. Any dispute which arises under this Note which the parties cannot resolve within five (5) days after the earliest date upon which one of the parties notifies the other(s) in writing of the existence of and its desire to attempt to resolve the dispute, shall be promptly submitted to binding arbitration through the Judicial Arbiter Group in Denver, Colorado, any successor of the Judicial Arbiter Group, or any similar mediation provider who can provide a former judge to conduct the mediation if the Judicial Arbiter Group is no longer in existence ("**JAG**"). The arbitrator shall be selected by JAG, if possible, on the basis of his or her expertise in the subject matter(s) of the dispute. The decision of the arbitrator will be final and binding upon the parties, and it may be entered in any court of competent jurisdiction.

15. Conflict of Terms. If and to the extent that there are any discrepancies between the provisions of this Note and any other document securing or pertaining to the indebtedness evidenced by this Note, the provisions of this Note shall control.

16. Notice. For the purpose of this Note, notices and all other communications provided for in this Note shall be in writing and shall be given to the respective addresses set forth on the signature page of this Note, or to such other address as either party may have furnished to the other in writing in accordance herewith. Each such notice or other communication shall be effective (a) if given by prepaid overnight courier, upon receipt, or (b) if given by United States mail, postage prepaid, return receipt requested, the later of actual receipt or three (3) business days after deposit with the United States postal service; provided that notice of change of address shall be effective only upon actual receipt.

17. Amendment. This Note may not be amended, modified, or changed, except only by an instrument in writing signed by all of the parties.

18. Assignment. Absent the prior written consent of the Lender, this Note shall not be assignable by any Borrower and any such assignment without the required Lender consent shall be considered null and void. Lender may assign this Note in its sole discretion upon written notice to Borrower.

19. Counterparts. This Note may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, electronic transmission or PDF shall have the same effect as originals.

20. Limited Recourse. Notwithstanding anything contained in this Note to the contrary, the sole and exclusive remedies of the Lender for any breach or default under this Note shall be to cause the sale of the assets of Borrower by judicial foreclosure or other legal means or to attach, levy or otherwise collect other rents, interest payments and other cash distributions of Borrower, and members of Borrower shall not be subject to any suit or action or have any personal liability under this Note, and no property or

assets of the members of Borrower shall be subject to attachment, levy or other process on account of any breach or default by Borrower under this Note.

21. Conformance Of Agreement To Regulatory Conditions And Approval. The Lender and Borrower hereto acknowledge and agree that the terms of this Note are subject to the approval of the Colorado Marijuana Enforcement Division and the applicable licensing authorities. In the event that the MED and applicable licensing authorities provide notice that this Note must be reformed, the Lender and Borrower shall negotiate in good faith to conform this Note to any guidance provided.

[Signature Page Follows]

IN WITNESS WHEREOF, this Commercial Promissory Note has been executed on the date first above written.

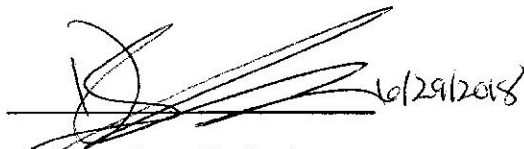
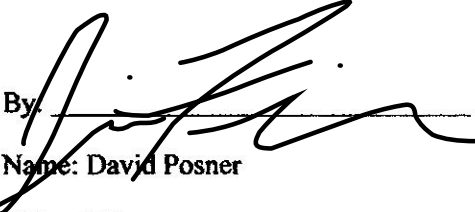
"BORROWER"	"LENDER"
<p>Palo Verde, LLC</p> <p>By: CBiz LLC, Sole Member and Manager</p> <p> 6/29/2018</p> <p>Name: David Stafford Johnson</p> <p>Title: Manager of CBiz LLC</p> <p>Address: 740 Gilpin Street, Denver, CO 80218</p> <p>With a copy to:</p> <p>Greenspoon Marder, LLP 1401 Lawrence Street, Suite 1900 Denver, CO 80202</p>	<p>Nutritional High (Colorado), Inc.</p> <p>By: </p> <p>Name: David Posner</p> <p>Title: CEO</p> <p>Address:</p> <p>With a copy to:</p> <p>Husch Blackwell LLP 1801 Wewatta Street, Suite 1000 Denver, CO 80202</p>

EXHIBIT A
REPAYMENT SCHEDULE

Repayment schedule			Interest	Principal
6/1/2018		1	6,063.74	
7/1/2018		2	6,063.74	
8/1/2018		3	6,063.74	
9/1/2018		4	6,063.74	
10/1/2018		5	6,063.74	
11/1/2018		6	6,063.74	
12/1/2018		7	6,063.74	
1/1/2019		8	6,063.74	
2/1/2019		9	6,063.74	
3/1/2019		10	6,063.74	
4/1/2019		11	6,063.74	
5/1/2019		12	6,063.74	
6/1/2019		13	6,063.74	
7/1/2019		14	6,063.74	
8/1/2019		15	6,063.74	
9/1/2019		16	6,063.74	
10/1/2019		17	6,063.74	
11/1/2019		18	6,063.74	
12/1/2019		19	6,063.74	
1/1/2020		20	6,063.74	
2/1/2020		21	6,063.74	
3/1/2020		22	6,063.74	
4/1/2020		23	6,063.74	
5/1/2020				18,321.30
6/1/2020				18,321.30
7/1/2020				18,321.30
8/1/2020				18,321.30
9/1/2020				18,321.30
10/1/2020				18,321.30
11/1/2020				18,321.30
12/1/2020				18,321.30
1/1/2021				18,321.30
2/1/2021				18,321.30
3/1/2021				18,321.30
4/1/2021				18,321.30
5/1/2021				18,321.30
6/1/2021				18,321.30
7/1/2021				18,321.30
8/1/2021				18,321.30
9/1/2021				18,321.30
10/1/2021				18,321.30
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1/1/2022				18,321.30

2/1/2022				18,321.30
3/1/2022				18,321.30
4/1/2022				18,321.30
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7/1/2022				18,321.30
8/1/2022				18,321.30
9/1/2022				18,321.30
10/1/2022				18,321.30
11/1/2022				18,321.30
12/1/2022				18,321.30
1/1/2023				18,321.30
2/1/2023				18,321.30
3/1/2023				18,321.30
4/1/2023				18,321.30
5/1/2023				1,103,613.94
			139,466.02	1,763,180.74