

Commercial Sublease
4215 N. 40th Avenue, Phoenix, AZ 85019

This Commercial Sublease (this "Sublease") is made effective as of September 01, 2018, by and between New Gen Real Estate Services, LLC, an Arizona Limited Liability Company ("Tenant"), and Herbal Wellness Center, Inc, an Arizona Non-Profit Corporation ("Subtenant"). Tenant has previously entered into a lease agreement with SCF Properties, LLC, a California Limited Liability Company ("Landlord") dated March 19, 2015 (the "Prime Lease"). Tenant now desires to sublet the leased property to Subtenant and Subtenant desires to sublet the leased property from Tenant. Therefore, the parties agree as follows:

PREMISES. Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant an approximately 28,000 Square Foot Space located in an Industrial Building located at 4215 N. 40th Avenue, Phoenix, Arizona 85019 (the "Premises").

TERM AND POSSESSION. The term of this Sublease will begin on September 01, 2018 and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Prime Lease, which terminates April 30, 2024. Both parties agree that the terms set forth in this sublease will supersede any terms of a current or previous lease agreement between Tenant and Subtenant for the premises.

SUBLEASE PAYMENTS. Subtenant shall pay to Tenant sublease payments of \$60,000 plus 2.9% rental tax, if applicable, per month, payable in advance on the first day of each month, for a total sublease payment of \$720,000. The monthly lease installments shall increase 5% each year beginning January 1, 2020. Sublease payments shall be made to Tenant at 777 E Missouri Avenue Suite 200, Phoenix, Arizona 85014, which may be changed from time to time by Tenant.

Subtenant shall pay for all utilities used or consumed at the Demised Premises during the term of this Agreement as currently obligated by the Tenant under the Prime Lease. The utilities shall be paid directly to the utility company if separately metered; otherwise, the utilities shall be prorated by Tenant in a fair and equitable manner as mutually agreed to by Tenant and Subtenant and be billed to Subtenant at the same rates as billed to Tenant by the utility company for payment to Tenant. The bills shall be due and payable within ten days of receipt.

DEFAULTS. Subtenant shall be in default of this Sublease if Subtenant fails to fulfill any lease obligation or term by which Subtenant is bound. Subject to any governing provisions of law to the contrary, if Subtenant fails to cure any financial obligation within 15 days (or any other obligation within 20 days) after written notice of such default is provided by Landlord to Subtenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Subtenant's financial obligations under this Sublease. Subtenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Subtenant's defaults. All sums of money or charges required to be paid by Subtenant under this Sublease

shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 15 days after its due date, Subtenant shall pay a late fee of \$1,000.00.

SECURITY DEPOSIT. At the time of the signing of this Sublease, Subtenant shall pay to Landlord, in trust, a security deposit of \$0.00 to be held and disbursed for Subtenant damages to the Premises or other defaults under this Sublease (if any) as provided by law.

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Subtenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

PROPERTY INSURANCE. Lessor, Tenant and Subtenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Lessor and Tenant shall be named as an additional insured in such policies. Subtenant shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Tenant. Tenant shall receive advance written notice from the insurer prior to any termination of such insurance policies. Subtenant shall also maintain any other insurance which Tenant or Lessor may reasonably require for the protection of Tenants or Lessors interest in the Premises. Subtenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Subtenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Subtenant shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Tenant and Lessor. Tenant and Lessor shall receive advance written notice from the insurer prior to any termination of such insurance policies.

WAIVER OF RIGHTS. Each of Tenant and Subtenant agrees to, and does hereby, waive all rights of recovery and causes of action against the other, their respective agents and employees, and all persons claiming through or under the other, relating to loss of business, business interruption or loss of rentals resulting from any damage or destruction to the Demised Premises or any of Subtenant's property contained therein, notwithstanding that any such damage or destruction may be due to the negligence of Tenant or Subtenant, their respective agents or employees. Tenant and Subtenant also waive all rights of recovery and causes of action against Lessor for loss of business, business interruption or loss of rentals, resulting from any such damage or destruction, notwithstanding that such damage or destruction may be due to the negligence of Tenant or Subtenant, their respective agents and employees.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

TENANT:

New Gen Real Estate Services, LLC, an Arizona Limited Liability Company
777 E Missouri Ave Suite 200
Phoenix, Arizona 85014

SUBTENANT:

Herbal Wellness Center, Inc, an Arizona Non-Profit Corporation
4126 W Indian School Road
Phoenix, Arizona 85019

LANDLORD:

SCF Properties, LLC, a California Limited Liability Company
15110 S Broadway
Gardena, California 90248

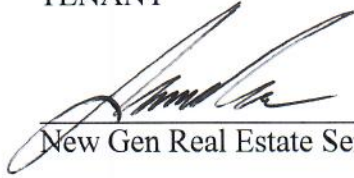
Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of Arizona.

LANDLORD'S CONSENT. The Prime Lease requires the prior written consent of Landlord to any subletting of the Premises. Such consent has been obtained and a copy is attached as an exhibit.

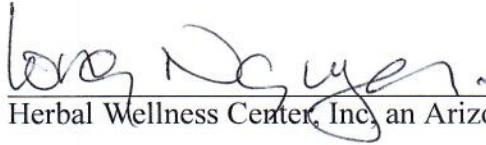
INCORPORATION OF PRIME LEASE. This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations and rights of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease." The Subtenant herein executes this Sublease with the express acknowledgement that Subtenant has read, reviewed, understands and agrees to comply with all obligations, rights, limitation and responsibilities contained in the Prime Lease.

TENANT



New Gen Real Estate Services, LLC, an Arizona Limited Liability Company

SUBTENANT



Herbal Wellness Center, Inc, an Arizona Non-Profit Corporation