

## MANAGEMENT AGREEMENT

This Management Agreement (this "Agreement") is entered into by and between Tomate Soleil Rouge, a California Non-Profit Mutual Benefit Corporation ("Tomate") and SAP Global, a California corporation ("SAP"). Tomate hereby engages SAP to provide services as the Manager to Tomate with regard to the following facts and circumstances and on the following terms and conditions:

1. Tomate either has obtained, or will have obtained within thirty (30) days from the effective date hereof, all necessary licenses and conditional use permits for the operation of a medical marijuana (inclusive of cannabidiol) cultivation and manufacturing facility (the "Business") at the property located at Address redacted.  
(the "Property").

2. Tomate has entered into a commercial sublease agreement (the "Sublease") as subtenant with sublandlord Philip Wen ("PW") for the Property. PW has entered into a commercial lease agreement (the "Lease") with landlord Jonathon Noah for the Property. Tomate hereby assigns all of its interests, rights, duties, and obligations in such Sublease and Lease to SAP.

3. The parties hereby agree that SAP will manage, consult, and supervise all operations of the Business for Tomate, along with all marketing and sales of medical marijuana products (inclusive of cannabidiol). This Management Agreement will continue in full force and effect so long as Tomate remains in existence or until terminated by mutual agreement of the parties. Tomate hereby assigns to SAP all right, title, and interest in and to all intellectual property, branding rights, good will, customer lists, leasehold rights, and any and all other interests and rights associated with the operation of the Business and Property.

4. Tomate shall pay for the costs of all goods, all city excise taxes, and the base Franchise Tax Board tax from revenues (collectively, the "Product Costs"). SAP shall pay all operating expenses, including, but not limited to, rent, payroll, advertising, power, gas, electricity, security, water, and building insurance, each to the extent that PW does not provide them (the "Operating Costs"). Tomate also shall pay SAP a management fee equal to the gross revenues from the Business, less Product Costs and Operating Costs (the "Management Fee"). SAP will invoice Tomate on a monthly basis for its Operating Costs, which shall be due and payable within thirty (30) days from the date of invoice, together with the Management Fee for the invoiced month. Tomate and SAP will true-up (i.e., reconcile) the Product Costs, Operating Costs, and Management Fee at least quarterly, and any adjustments will be determined and promptly made. Tomate hereby authorizes and appoints SAP as its agent for collecting all revenues and for paying all expenses on behalf of Tomate as provided for herein.

5. SAP shall be authorized to negotiate with third parties on behalf of Tomate. However, SAP shall not have the authority to bind Tomate to any contractual obligations absent specific written authority from Tomate.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives and administrators. SAP may not assign this Agreement to any other party without the written consent of Tomate.

7. The relationship of the parties is that of independent contractors, and no joint venture, partnership, or other relationship is created or implied by this Agreement.

8. This Agreement represents the entire agreement between the parties in connection with the issues contemplated hereby and the subject matter hereof, and this Agreement supersedes and replaces any and all prior or contemporaneous agreements, understandings, and communications between the parties, whether oral or written, with regard to the subject matter hereof. This Agreement may not be modified except by written agreement signed by both parties.

9. No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or any other provision, if any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent or approval of any other action.

10. This Agreement has been prepared, negotiated and executed in and shall be construed in accordance with the laws of the State of California.

11. The only venue in which any claim arising out of this Agreement may be brought shall be the County of Riverside, State of California, without regard to any conflict of laws provisions.

12. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

13. In the event of any dispute between the parties to this Agreement the prevailing party shall be entitled, in addition to any other appropriate relief, to an award of reasonable attorney's fees and costs incurred in any litigation resulting from such dispute.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the 16 day of March, 2018

**Tomate Soleil Rouge,**  
a California Non-Profit Mutual Benefit  
Corporation

By: "Yuhsin Wen"  
Yuhsin Wen, President

SAP Global, a California corporation

By: "Edgar Montero"  
Edgar Montero, President