

Second Amendment to STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE – NET

This Second Amendment to Standard Industrial/Commercial Single-Tenant Lease - Net (this " **Second Amendment**") is made August 22, 2016 by and between **SFC Leasing, LP, a California limited partnership** ("Lessor") and **Serenity Wellness Growers, LLC, a Nevada limited liability company** ("Lessee").

RECITALS

Lessor and Lessee entered into a written lease agreement and Option to Purchase Lease Rider dated December 3, 2015 for the lease of approximately 22,000 square feet located at 203 E. Mayflower Avenue, North Las Vegas, Nevada 89030 (the "**Premises**") and subsequent First Amendment dated January 12, 2016 referred to as the First Amendment (collectively the "**Lease**").

TERMS

In consideration of the mutual agreement of said Lease herein contained, the Parties hereby agree to modifications of the Lease so illustrated in this Second Amendment:

Base Rent Schedule: Pursuant to Section 1.5 of the Lease and Section 50 of Addendum One, Lessee has requested Lessor to modify the monthly Base Rent Schedule as a material concession to Lessee. Lessor and Lessee have agreed to the following modified monthly Base Rent Schedule:

September 1 2016 – December 31, 2016:	<i>df</i> \$14,000.00 per month NNN
January 1 2017 – December 31 2017:	\$18,000.00 per month NNN
January 1 2018 – December 31 2018:	\$21,500.00 per month NNN
January 1 2019 – December 31 2019:	\$25,000.00 per month NNN
January 1 2020 – February 28 2021:	\$29,000.00 per month NNN

The above modified monthly Base Rent Schedule is applicable provided that Lessee shall not be in Breach of the Lease at any time during the Lease Term. In the event Lessee is in Breach of the Lease at any time during the Lease Term, Lessee shall owe Base Rent to Lessor as though the original Base Rent Schedule was never modified and the monthly Base Rent due in Section 50 of Addendum One commencing from September 1, 2016 shall be applicable including any and all Late Fees and Interest due per Sections 13.3 and 13.4 of the Lease.

Ratification: Except as herein modified, the Lease shall remain in full force and effect and any and all payments currently due under the Lease shall continue to be due until the new rental payments commence pursuant to the revised terms, as herein provided.

Counterparts: This Second Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

Telecopy Execution and Delivery: A facsimile or email transmission of this Second Amendment may be executed by one or more parties hereto, and an executed copy of this agreement may be delivered by one or more parties by facsimile or email transmission pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, all parties agree to execute an original of this agreement as well as any facsimile, email transmission or other reproduction hereof.

Capitalized Terms: The capitalized terms contained herein shall have the same meanings as defined in the Lease.

In witness hereof, this Second Amendment has been executed by the Parties as of the date first written above.

LESSOR:
SFC Leasing, LP,
a California limited partnership
By: 
Its: Manager
Date: 8/25/16

LESSEE:
Serenity Wellness Growers, LLC,
A Nevada limited liability company
By: Debra Freeman
Print Name: Debra Freeman
It's: Manager
Date: August 25, 2016