

Exhibit E

(Documents showing legal possession of the premise to
be licensed)

1. Master Real Estate Lease between Scott R. and Lisa N. Turan (lessor) and Spartak, LLC (lessee)
2. Real Estate Sublease between Spartak LLC (sublessor) and MMK Limited, LLC (sublessee)
3. Amended Real Estate Sublease between Spartak LLC (sublessor) and MMK Limited, LLC (sublessee) submitted 01-28-2016

MASTER REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of this 10th of May, 2015 ("Effective Date"), by and between Scott R. Turan and Lisa N. Turan, (collectively "Lessor"), and Spartak LLC ("Lessee").

Lessee hereby offers to lease from Lessor the Property, as defined herein, situated in Grand County, Colorado, specifically located at 10863 US Hwy 34, Unit A, Grand Lake, Colorado 80447 ("Property"), upon the following TERMS and CONDITIONS:

1. TERM. The "Lease Commencement Date" May 1st, 2015 The "Lease Expiration Date" will be May 31, 2017 "Termination Date," unless terminated earlier as provided herein.
2. PROPERTY. Lessor, in consideration of the lease payments provided in this Lease, does lease and demise to Lessee, and Lessee hereby leases from Lessor, approximately 3,000 square feet of the Property.
3. RENT. (I) Lessee shall rent from Lessor 10863 US Hwy 34, Grand Lake, Unit A Colorado, 80447 for the term of two (2) years, commencing May 1, 2015, as follows:
 - a. Upon marijuana retail licensure by Grand County, Colorado and the Department of Revenue Marijuana Enforcement Division, Lessee shall provide payment to Lessor in the amount of \$340,000.00, which shall be consideration of the following:
 - i. \$250,000.00 shall be the Rental Payment for the totality of the two (2) year Lease; and
 - ii. \$90,000.00 shall be for the Option to Purchase, as put forth in Section 12 herein. In the event Lessee does not accept the Option to Purchase, the \$90,000.00 shall be refunded within sixty (60) days of Lessee's rejection or Lease expiration, May 31, 2017.
4. EARLY TERMINATION. If the State of Colorado or Grand County chooses to repeal all marijuana regulations and statutes, thus rendering marijuana cultivation and dispensing illegal, or if the facility cannot be utilized for the sale/dispensing or cultivation of marijuana or if required licensing cannot be obtained; Lessee shall be granted the right to terminate this Lease upon thirty (30) days written notice and Lessor shall return the prorated Rent amount.
5. SECURITY DEPOSIT. No security deposit shall be required.

6. USE OF PROPERTY/SUBLEASE. Lessee may use the Property for retail marijuana sales as put forth pursuant to C.R.S. §12-43.4-101, et seq. Lessee can sublease the Property to MMK Limited, LLC, as it so chooses. Lessee shall be responsible for the terms and condition under the sublease agreement.
7. ALTERATIONS. It is agreed and understood by Lessor that Lessee may be making substantial alterations in order to the Property to ensure its fitness for purposes of marijuana dispensing. Said alterations do not require approval by Lessor before the alteration work is commenced. Lessee agrees to provide Lessor monthly updates as to the status of all alterations.
8. ORDINANCES AND STATUTES. Lessee shall comply with all laws, statutes, ordinances and requirements of all municipal and state authorities now in force, and which may be hereafter in force, pertaining to the Property.
9. UTILITIES AND PROPERTY MAINTENANCE. Lessee shall be responsible for all utilities required for its use of the Property. Lessee further agrees and understands it is solely responsible in the day-to-day maintenance of the Property, including but not limited to, shoveling snow and maintaining the roof. Lessor agrees and understands it will plow the driveways and parking lot areas.
10. ACCESS BY LESSOR. Upon forty-eight (48) hours' notice, and with a accompaniment by a badged employee, Lessor shall have the right to enter the Property.
11. QUIET POSSESSION. Lessor covenants that it shall do nothing to disturb Lessee's quiet enjoyment of the Property during the term of this Lease if Lessee shall observe and perform all the covenants and provisions of this Lease.
12. OPTION TO PURCHASE. Lessor grants to Lessee an option to purchase the entity of the Lessor's property located at 10863 US Hwy 34, Unit A and Unit B, Grand Lake, Colorado, 80447 ("Entire Property") for a total purchase price of \$1,000,000.00 ("Purchase Price"). Lessee shall provide Lessor thirty (30) days written notice prior to the termination of the Lease as to its acceptance to purchase the Entire Property. Upon acceptance of this Option to Purchase, the \$90,000.00 shall be utilized as an initial payment towards the Purchase Price. In the instance that Lessee does not accept the Option to Purchase within 30 days of the Lease termination, the full \$90,000.00 shall be refunded to Lessee within sixty (60) days of said rejection or Lease termination at May 31, 2017.
13. SIGN/NAME OF BUILDING. Lessee reserves the right at any time it deems necessary or appropriate to place signs at any location on the building housing the Property, after obtaining any and all permits as required by the local jurisdiction.

14. DANGEROUS MATERIALS. Lessee shall not keep or store, on the Property, any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Property.
15. INDEMNITY REGARDING USE OF PROPERTY. Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Lessor may suffer or incur in connection Lessee's use or misuse of the Property.
16. PROPERTY INSURANCE. Lessor and Lessee shall each be responsible to maintain appropriate insurance for their respective interests in the Property and personal property located in the Property.
17. PROPERTY TAXES. Lessee shall be responsible for an increase in property taxes as a direct result of this tenancy. If the Property tax increases naturally Lessee shall not be responsible.
18. LIABILITY INSURANCE. Lessee shall maintain renter's liability insurance in sum of at least \$1,000,000.00 combined single limit per occurrence. Lessee shall deliver appropriate evidence to Lessor as proof that adequate insurance is in force and shall add Lessor as additional insured on the policy. Lessor shall have the right to notice of any termination of such insurance policies.
19. DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee :
 - i. Lessee failing to pay the rent herein reserved;
 - ii. Lessee failing to make any other payments required to be made by Lessee when due, where such failure shall continue for a period of seven (7) calendar days following written notice from Lessor to Lessee ;
 - iii. Lessee failing to perform or keep any of the other terms, covenants and conditions herein contained for which it is responsible, and such failure continuing and not being cured for a period of thirty (30) calendar days after notice from Lessor or if such default is a default which cannot be cured within a 30 calendar day period, then Lessee 's failing to commence to correct the same within said 30 calendar day period and thereafter failing to prosecute the same to completion with reasonable diligence;
 - iv. Lessee abandoning the Property;
 - v. Lessee being adjudicated as bankrupt or insolvent or filing in any court a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Act (as now or in the future amended) or the filing of an involuntary bankruptcy against Lessee [unless said involuntary bankruptcy is terminated within thirty (30) calendar days from

the date of said filing], or Lessee filing in any court for the appointment of a receiver or trustee of all or a portion of Lessee 's property or there being appointed a receiver or trustee for all or a portion of Lessee 's property, unless said receiver or trustee is terminated within thirty (30) calendar days from the date of said appointment;

vi. Lessee making any general assignment or general arrangement of its property for the benefit of its creditors.

b. In the event of an occurrence of default as set forth above, Lessor may, at its sole option:

i. Terminate this Lease and recover from Lessee the Property.

20. ATTORNEY'S FEES. In case suit should be brought for recovery of the Property, or for any sum due hereunder, or because of any act which may arise out of the possession of the Property by Lessee or default on the part of Lessor, the prevailing party shall be entitled to all costs incurred in connection with such action, including, but not limited to, reasonable attorney fees.

21. ENTIRE AGREEMENT. This Lease contains the entire understanding of the parties hereto with respect to the transaction contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. Either party, whether oral, implied, written or otherwise, has made no representations, warranties, undertakings, or promises to the other unless expressly stated in this Lease. Neither party has relied on any verbal representations, agreements or other understandings not expressly set forth in this Lease.

22. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

23. AMENDMENT. No amendment of this Lease shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives.

24. PROVISIONS RELATED TO MARIJUANA BUSINESS.

(a) Marijuana Business. The Lessor understands that Lessee is licensed under the Colorado Marijuana Code (C.R.S. § 12-43.4-101 *et seq* and all implementing regulations), entitling Lessee to possess, use, cultivate, distribute, transport, and/or acquire marijuana under Colorado state law. Lessee shall maintain a marijuana license as needed in good standing and at all times remain within the limits allowed by the Colorado law regarding the possession, cultivation, distribution, acquisition, transportation, or use of medical marijuana. In addition, Lessee shall comply with all

applicable laws and regulations of the state of Colorado and Grand County pertaining to retail marijuana and after the appropriate use permit has been obtained by Lessee for this use in this location. Any willful or intentional violation of any rule under Colorado law regarding marijuana by the Lessee, as shown by revocation of licensure by the Colorado Department of Revenue, Marijuana Enforcement Division, shall be considered a material breach of the Lease and subject the Lessee to all rights and remedies of the Lessor in the event of breach.

(b) Assumption of Risk. Lessee, for themselves, their personal representatives, heirs, successors, trustees, legal representatives, assigns, invitees and guests, hereby assume all risks of use of the Property for all purposes related to marijuana whether such risks are caused by negligence of any person, firm or otherwise. Lessee understands that marijuana activities may be illegal under federal law.

(c) Lessor Has No Participation. By entering into this Lease, Lessor specifically states, and Lessee agrees, that Lessor has no participation, express or implied, in any marijuana related operations of the Lessee.

(d) Indemnity and Hold Harmless. Lessee, for themselves, their personal representatives, heirs, successors, legal representatives, assigns, invitees and guests, hereby agree to indemnify and hold harmless Lessor from any loss or liability, damage, or costs, and discharge Lessor for any and all loss or damage and any claims or demands therefore including, but not limited to, attorneys' fees, that Lessee may incur in any suit, demand, legal action, or claim of any nature made by any government agency, the Lessee, their personal representatives, heirs, successors, legal representatives, assigns, invitees and guests, arising out of any alleged injury, damage or death resulting directly or indirectly from use of the Property for medical marijuana purposes, whether such injury, damage or death is alleged to or does result from the negligence of any person, firm, corporation or otherwise.

(e) Right of Entry. As put forth in section 10, Lessor shall have access to the Property upon forty-eight (48) hours notice, and if Lessor is accompanied with a badged employee of Lessee. Lessor or Lessor's agents shall have the right to examine the Property to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon the Property that may be required therefore without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no way abate while said repairs, alteration, improvements, or additions are being made, by reason of loss or interruption of business of Lessee, or otherwise.

25. HAZARDOUS MATERIALS.

- a. Lessee hereby agrees that all operations or activities upon, or any use or occupancy of the Property, or any portion thereto, by Lessee, its assignees, Sublessee's, and their respective agents, servants, employees, representatives and contractors (collectively, "Lessee Affiliates"), throughout the term of this Lease, shall be in all respects in compliance with all Hazardous Waste Laws then

governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Material.

- b. Lessee agrees to indemnify, defend and hold Lessor and its respective agents, lenders, property managers, owners ("Lessor Affiliates") harmless from any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the term of this Lease, directly or indirectly, from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Property or any portion of either thereof by Lessee or Lessee Affiliates, or from or in connection with the failure of Lessee or Lessee Affiliates to comply with any Hazardous Waste Laws.

26. OCCUPATIONAL SAFETY AND HEALTH ACT. Lessee shall fully comply with the Occupational Safety and Health Act of 1970 (as amended) (Chapter XVII, Title XIX of the United States Code) (OSHA) or applicable state statute adopted pursuant to OSHA. It shall be Lessee's obligation to fully comply with the provisions and standards as contained in said Act (or as the same may be amended) and Lessee shall hold Lessor harmless from any obligations or responsibilities, if any, created under said OSHA or other applicable federal or state statute. Further, Lessee shall be responsible to make any and all repairs and alterations to the structural and non-structural components of the Property, or to any appurtenances situated upon the Property that may be required of Lessor as provided in any statute, law or ordinance in effect at the time of the execution of this Lease or which may hereafter be enacted.

27. MAINTENANCE. Lessor is not responsible for maintaining or repairing any defects to the Property, both structural and non-structural. Lessee is responsible, at its sole cost and expense, to maintain, repair and keep in good order, any structural defects, the interior and exterior of the Property and each improvement including but not limited to glass, doors, sidewalks, yards, railing, fences, curbs, driveway, wiring, plumbing, sewer system, heating, air conditioning, machinery and other parts of the improvements. Lessee is further responsible for (a) replacing the heater filter every three months, (b) replacing the batteries on the carbon monoxide and fire detectors when needed, and (c) maintaining outside areas including mowing the lawn, watering shrubs and trees, removing weeds and trash. Lessee is also responsible for removing accumulated snow and ice from the sidewalk by noon the day following a storm. In the event Lessee fails to make any necessary repairs for which it is responsible or diligently pursue the completion of such repairs, Lessor, in addition to all other remedies available under this Lease, may make such repairs, the cost of which shall become due and payable as additional rent ten (10) calendar days after notice of such to Lessee.

28. ALTERATIONS TO PROPERTY. Lessor shall not be required to make any improvements or alterations to the Property. Lessee may, at its sole cost and expense,

make changes or alterations to the building on the Property, subject to the following conditions:

- i. Any and all modifications, improvements, or changes to the Property must be submitted to the Lessor verbally or in writing. Lessee must disclose changes to be made to property but do not require permission from Lessor to make said changes.
 - ii. Lessee may not impair the structural soundness or diminish the value of the improvements on the Property;
 - iii. Lessee may not disturb or interfere with the quiet enjoyment of other Lessee as part of the entire property, if applicable;
- (d) Lessee may not alter the Property until it, at its sole expense, has procured all required governmental permits and authorizations.
- (e) All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with all building and zoning laws, and with other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, boards and officers thereof.
- iv. At all times when any change or alteration is in progress, there shall be maintained, at Lessee 's sole cost and expense, Worker's Compensation Insurance in accordance with the law or laws now or hereafter enacted governing all persons employed in connection with the change or alteration and general liability insurance for the mutual benefit of Lessor and Lessee , expressly covering the additional hazards due to the change or alteration.
 - v. Lessee shall not permit any lien or claim to be filed against the Property or against Lessor or its interest in the Property on account of any actions by Lessee including alterations. Prior to the beginning any work on the Property for which a mechanics, materialman's or other lien could be filed which exceeds \$1000.00, Lessee shall furnish to Lessor a bond or insurance protecting against mechanics' and materialmen's liens in an amount equal to the work which is to be performed, together with a performance and completion bond in an amount equal to the proposed cost of improvements and work.

29. PERSONAL PROPERTY TAXES AND ASSESSMENTS. During the term hereof, Lessee shall cause all taxes, assessments, and other charges levied upon or against any fixtures and personal property situated in, on, or about the Property to be levied or assessed separately from the Property and to be paid before the same becomes a lien upon the Property; provided, however, if for any reason any of such taxes, assessments, or other charges shall not be so separately assessed, Lessee shall nevertheless pay the same as set forth herein or reimburse Lessor, all within ten (10) days of receipt of billing.

30. **INSURANCE.** Lessee will reimburse Lessor for the costs incurred by Lessor to maintain property casualty insurance on the Property in such amounts as the Lessor deems necessary and proper. Lessee shall be required to maintain all required standard and customary insurance coverage (including commercial general liability, worker compensation, etc.) during the Lease term.
31. **UTILITIES AND FEES.** Lessee shall pay or cause to be paid, prior to delinquency, all charges for electricity, gas, light, power, telephones and cable rendered or supplied in connection with the Property, together with any assessments or surcharges with respect thereto, and shall contract for the same in Lessee's own name, and shall protect Lessor and the Property from any such charges. If the usage or possession of the Property should cause any tap or connection fee, any charge or surcharge, excess use, or other expenses of any nature to be incurred or assessed by any utility company, special district, the County of Grand, or any other utility provider, then that expense shall be paid by Lessee within fifteen (15) days from the date of notice of the assessment.
32. **SIGNS AND FIXTURES.** Lessee shall comply with the all applicable sign codes.
33. **SURRENDER OF PROPERTY.** At the termination of this Lease and if Lessee does not accept the Option to Purchase as put forth in Section 12, Lessee shall surrender the Property in the same condition as the Property were on the date Lessee took possession, reasonable wear and tear excepted, and shall surrender all keys for the Property to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the Property. Lessee, during the last thirty (30) days of such term shall remove all its trade fixtures, and, to the extent required by Lessor by written notice, any other installations, alterations or improvements before surrendering the Property as aforesaid and shall repair any damage to the Property caused thereby. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term. Any personal property of Lessee not removed by the date of termination or expiration shall, at Lessor's option, become the property of Lessor.
34. **ASSIGNMENTS AND SUBLETTING.** Lessee shall have the right to sublet or assign this Lease, whether in whole or in part, or any interest therein, after obtaining Lessor's written consent, which said consent shall not be unreasonably withheld. Lessor does consent to a sublease to MMK Limited, LLC. Otherwise, Lessor's consent or refusal to consent to any such subletting or assignment may be based upon, but shall not be limited to, factors pertaining to: (1) the financial statement, credit and ability of any proposed sublessee or assignee to meet the obligations, terms and conditions of this Lease, (2) personal guarantees from the principals of any proposed sublessee or assignee, (3) references from the proposed assignee or sublessee, and (4) the proposed use of the Property. If Lessee is a corporation, partnership or other business entity, and if at any time during the term of this Lease any part or all of the ownership of the business entity shall be transferred, and if such transaction shall result in a change in the effective ownership or voting control of Lessee, then it shall be considered an assignment of this Lease and shall be subject to the provisions relating thereto as set forth herein.

35. **HOLD OVER.** Any rule or law to the contrary notwithstanding, in the event Lessee remains in possession of the Property or any part thereof subsequent to the expiration of the term of this Lease or any extension thereof and such holding over shall be with the consent of Lessor, it shall be conclusively deemed that such possession and occupancy shall be a tenancy from month-to-month only, at a rental which was existing at the end of the term of this Lease or any extension thereof and, further, such possession shall be subject to all of the other terms and conditions (except any option to renew or option to purchase) contained in this Lease.
36. **SUBORDINATION AND ESTOPPEL LETTER.** This Lease is subject and subordinate to all mortgages and deeds of trust which now or hereafter may affect the Property, and Lessee shall execute and deliver upon demand of Lessor any and all instruments desired by Lessor subordinating this Lease in the manner requested by Lessor to any new or existing mortgage or deed of trust. Should Lessee fail to execute and deliver any such documents or instruments within ten (10) calendar days after receipt of such demand, Lessee irrevocably constitutes and appoints Lessor as Lessee's special attorney-in-fact for the purpose solely of executing and delivering any such documents or instruments pursuant to this paragraph. Any holder of a mortgage or deed of trust may rely upon the terms and conditions of this paragraph. Further, Lessee shall at any time and from time to time, upon not less than ten (10) calendar days' prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which rental and other charges are paid in advance, if any, and acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor, or specifying such defaults, if any are claimed. Lessee shall attorn to any purchaser at any foreclosure sale or to any grantee or transferee designated in any deed given in lieu of foreclosure. Any subordination agreement to be executed by Lessee shall provide that as long as Lessee is current and not in default under the terms and conditions of this Lease, the holder of the mortgage shall not disturb the tenancy of Lessee.
37. **SURRENDER OF PROPERTY.** Upon expiration or termination of the term of this Lease, or any extension thereof, Lessee shall peaceably and quietly leave and surrender the Property in as good condition as they are now, ordinary wear and tear excepted. Lessee shall surrender and deliver up the building and Property broom-clean and free of Lessee's property. Lessee shall have the right to remove all of its fixtures, equipment, machinery and other personal property, provided that upon such removal the Property are delivered in the same condition as existed at the time of commencement of this Lease. Further, in the event Lessee does not remove any of its fixtures, equipment or personal property or any additions or alterations made to the Property during the term of this Lease, Lessor may, at its option, require Lessee to remove any such improvements, alterations, fixtures and equipment and restore the Property to the condition as existed at the commencement of the Lease, at Lessee's sole cost and expense, or retain the same.
38. **ACCEPTANCE OF PROPERTY.** Lessee accepts the Property subject to all zoning ordinances and regulations pertaining to the Property, without responsibility or warranty

by Lessor, and further Lessee accepts the Property subject to easements, rights-of-way, restrictive covenants and reservations of record.

39. DENIAL OF LESSEE'S LICENSE APPLICATION. Should Lessee be denied an application by the Grand County Marijuana Licensing Authority and/or by the Colorado Marijuana Enforcement Division, this Lease shall automatically terminate.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Page 11 of 11

Dated this 10 day of May, 2015.

LESSOR



Scott R. Turan and Lisa N. Turan

LESSEE



*By, Spartak LLC
Authorized Agent:
Serge Chistov/owner*

REAL ESTATE SUBLEASE

This Sublease Agreement (this "Sublease") is made effective as of this May 5th, 2015 ("Effective Date"), by and between Spartak LLC, (collectively "Sublessor"), and MMK LIMITED, LLC. ("Sublessee").

Sublessee hereby offers to Sublease from Sublessor the Property, as defined herein, situated in Grand County, Colorado, specifically located at 10863 US Hwy 34, Units A, Grand Lake, Colorado 80447 ("Property"), upon the following TERMS and CONDITIONS:

1. **TERM.** The "Sublease Commencement Date May 1st, 2015 The "Sublease Expiration Date" will be May 31, 2017 "Termination Date," unless terminated earlier as provided herein.
2. **PROPERTY.** Sublessor, in consideration of the Sublease payments provided in this Sublease, does Sublease and demise to Sublessee, and Sublessee hereby Subleases from Sublessor, approximately 3,000 square feet of the Property. Unit A will be utilized as a retail facility, whereas unit B shall be utilized as a marijuana cultivation facility. ← *
3. **RENT.** The total rent under this Sublease is THREE THOUSAND AND TWO HUNDRED FIFTY DOLLARS no/100 (\$3,250.00) a month.
 - a. Rent shall be paid in advance on the first day of each calendar month of the Term hereof. Other remedies for nonpayment of rent notwithstanding, if any part of the rent is not paid within five (5) days after it is due, Sublessee shall pay Sublessor a late payment charge of five percent (5%) on the amount due and such amount shall become immediately due and payable in addition to any other amounts owed under this Sublease.
 - b. Sublessee shall provide first and last month payments for the applicable buildings at the time of occupation.
 - c. Payment is to be sent to:
Spartak LLC
200 Biscayne Blvd Way
Apt. 4401
Miami, FL 33131
4. **EARLY TERMINATION.** If the State of Colorado or Grand County chooses to repeal all marijuana regulations and statutes, thus rendering marijuana cultivation and dispensing illegal, Sublessee shall be granted the right to terminate this Sublease upon thirty (30) days written notice, or, if the facility cannot be utilized for the sale/dispensing or cultivation of marijuana and licensing, this Sublease shall terminate.
5. **SECURITY DEPOSIT.** A security deposit in the amount of TWO THOUSAND DOLLARS and no/100 (\$2,000.00) will be due upon execution of this Sublease to the Sublessor. The security deposit will be held by Sublessor for purposes of payment performance of the Sublease and is not to be construed as part of a damage deposit as all

specific damages are to be assessed at the termination of the Sublease and addressed correspondingly.

6. **USE OF PROPERTY/SUBLEASE.** Sublessee may use the Property for retail marijuana cultivation and sales as put forth pursuant to C.R.S. §12-43.4-101, et seq. Sublessee cannot assign its rights and duties under this Sublease and Sublease the Property without prior written consent of Sublessor, which shall not be unreasonably withheld. Sublessee shall be responsible for the terms and condition under the Sublease agreement.
7. **ALTERATIONS.** It is agreed and understood by Sublessor that Sublessee shall be making substantial alterations in order to the Property to ensure its fitness for purposes of marijuana cultivation. Said alterations do not require approval by Sublessor before the alteration work is commenced. Sublessee agrees to provide Sublessor monthly updates as to the status of all alterations.
8. **ORDINANCES AND STATUTES.** Sublessee shall comply with all laws, statutes, ordinances and requirements of all municipal and state authorities now in force, and which may be hereafter in force, pertaining to the Property.
9. **UTILITIES AND PROPERTY MAINTENANCE.** Sublessee shall be responsible for all utilities required for its use of the Property. Sublessee further agrees and understands they are solely responsible in the day-to-day maintenance of the Property, including but not limited to, shoveling snow and maintaining the roof. Sublessor agrees and understands it will plow the driveways and parking lot areas.
10. **ACCESS BY SUBLESSOR.** Upon forty-eight (48) hours notice, and with a badged employee, Sublessor shall have the right to enter the Property.
11. **QUIET POSSESSION.** Sublessor covenants that it shall do nothing to disturb Sublessee's quiet enjoyment of the Property during the term of this Sublease if Sublessee shall observe and perform all the covenants and provisions of this Sublease.
12. **SIGN/NAME OF BUILDING.** Sublessee reserves the right at any time it deems necessary or appropriate to place signs at any location on the building housing the Property, after obtaining any and all permits as required by the local jurisdiction.
13. **DANGEROUS MATERIALS.** Sublessee shall not keep or store, on the Property, any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Property.
14. **INDEMNITY REGARDING USE OF PROPERTY.** Sublessee agrees to indemnify, hold harmless, and defend Sublessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Sublessor may suffer or incur in connection Sublessee's use or misuse of the Property.

15. **PROPERTY INSURANCE.** Sublessor and Sublessee shall each be responsible to maintain appropriate insurance for their respective interests in the Property and personal property located in the Property.
16. **PROPERTY TAXES.** Sublessee shall be responsible for an increase in property taxes as a direct result of this tenancy. If the Property tax increases naturally Sublessee shall not be responsible.
17. **LIABILITY INSURANCE.** Sublessee shall maintain renters liability insurance in sum of at least \$1,000,000.00 combined single limit per occurrence. Sublessee shall deliver appropriate evidence to Sublessor as proof that adequate insurance is in force and shall add Sublessor as additional insured on the policy. Sublessor shall have the right to require the Sublessor receive notice of any termination of such insurance policies.
18. **DEFAULTS.** Sublessee shall be in default of this Sublease if Sublessee fails to fulfill any Sublease obligation or term by which Sublessee is bound. Subject to any governing provisions of law to the contrary, if Sublessee fails to cure any financial obligation within five (5) days (or any other obligation within fifteen (15) days) after written notice of such default is provided by Sublessor to Sublessee, Sublessor may take possession of the Property without further notice, and without prejudicing Sublessor's right to damages.
19. **ATTORNEY'S FEES.** In case suit should be brought for recovery of the Property, or for any sum due hereunder, or because of any act which may arise out of the possession of the Property by Sublessee, the prevailing party shall be entitled to all costs incurred in connection with such action, including, but not limited to, reasonable attorney fees.
20. **ENTIRE AGREEMENT.** This Sublease contains the entire understanding of the parties hereto with respect to the transaction contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. Either party, whether oral, implied, written or otherwise, has made no representations, warranties, undertakings, or promises to the other unless expressly stated in this Sublease. Neither party has relied on any verbal representations, agreements or other understandings not expressly set forth in this Sublease.
21. **SEVERABILITY.** If any portion of this Sublease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sublease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited

22. AMENDMENT. No amendment of this Sublease shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Dated this 10 day of May, 2015.

SUBLESSOR



Digitally signed by Serge
DN: cn=Serge, o=Serge
Import LLC, ou=Owner,
email=schistov@aol.com,
c=US
Date: 2015.05.11 22:00:03
+04'00'

By: *Spartak LLC*
Authorized Agent: *Serge Chistov / owner*

SUBLESSEE

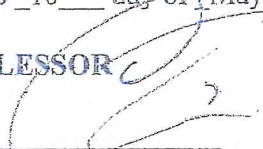


Kevin Spicer

By: *MVK Limited, LLC*
Its: *Authorized Agent*


Dated this 10 day of May, 2015.

SUBBLESSOR



By: *Spartak LLC*
Authorized Agent: *Serge Chistov / owner*

SUBBLESSEE



By: *MMK Limited, LLC*
Its: *Authorized Agent* *Matthew Brien*

REAL ESTATE SUBLEASE

This Sublease Agreement (this "Sublease") is made effective as of this 20th January 2016 ("Effective Date"), by and between Spartak LLC, (collectively "Sublessor"), and **MMK LIMITED, LLC.** ("Sublessee").

Sublessee hereby offers to Sublease from Sublessor the Property, as defined herein, situated in Grand County, Colorado, specifically located at 10863 US Hwy 34, Units A, Grand Lake, Colorado 80447 ("Property"), upon the following TERMS and CONDITIONS:

1. **TERM.** The "Sublease Commencement Date" May 1st, 2015 The "Sublease Expiration Date" will be May 31, 2017 "Termination Date," unless terminated earlier as provided herein.
2. **PROPERTY.** Sublessor, in consideration of the Sublease payments provided in this Sublease, does Sublease and demise to Sublessee, and Sublessee hereby Subleases from Sublessor, approximately 1,040 square feet of the Property in Unit A, as will be utilized as a retail facility.
3. **RENT.** The total rent under this Sublease is THREE THOUSAND AND TWO HUNDRED FIFTY DOLLARS no/100 (\$3,250.00) a month.
 - a. Rent shall be paid in advance on the first day of each calendar month of the Term hereof. Other remedies for nonpayment of rent notwithstanding, if any part of the rent is not paid within five (5) days after it is due, Sublessee shall pay Sublessor a late payment charge of five percent (5%) on the amount due and such amount shall become immediately due and payable in addition to any other amounts owed under this Sublease.
 - b. Sublessee shall provide first and last month payments for the applicable buildings at the time of occupation.
 - c. Payment is to be sent to:

200 Biscayne Blvd Way
Apt. 4401
Miami, FL 33131

4. **EARLY TERMINATION.** If the State of Colorado or Grand County chooses to repeal all marijuana regulations and statutes, thus rendering marijuana cultivation and dispensing illegal, Sublessee shall be granted the right to terminate this Sublease upon thirty (30) days written notice, or, if the facility cannot be utilized for the sale/dispensing or cultivation of marijuana and licensing, this Sublease shall terminate.
5. **SECURITY DEPOSIT.** A security deposit in the amount of TWO THOUSAND DOLLARS and no/100 (\$2,000.00) will be due upon execution of this Sublease to the Sublessor. The security deposit will be held by Sublessor for purposes of payment performance of the Sublease and is not to be construed as part of a damage deposit as all

RECEIVED
2016 JAN 28 PM 1:16
GRAND COUNTY
CLERK AND RECORDER

specific damages are to be assessed at the termination of the Sublease and addressed correspondingly.

6. **USE OF PROPERTY/SUBLEASE.** Sublessee may use the Property for retail marijuana cultivation and sales as put forth pursuant to C.R.S. §12-43.4-101, et seq. Sublessee cannot assign its rights and duties under this Sublease and Sublease the Property without prior written consent of Sublessor, which shall not be unreasonably withheld. Sublessee shall be responsible for the terms and condition under the Sublease agreement.
7. **ALTERATIONS.** It is agreed and understood by Sublessor that Sublessee shall be making substantial alterations in order to the Property to ensure its fitness for purposes of marijuana cultivation. Said alterations do not require approval by Sublessor before the alteration work is commenced. Sublessee agrees to provide Sublessor monthly updates as to the status of all alterations.
8. **ORDINANCES AND STATUTES.** Sublessee shall comply with all laws, statutes, ordinances and requirements of all municipal and state authorities now in force, and which may be hereafter in force, pertaining to the Property.
9. **UTILITIES AND PROPERTY MAINTENANCE.** Sublessee shall be responsible for all utilities required for its use of the Property. Sublessee further agrees and understands they are solely responsible in the day-to-day maintenance of the Property, including but not limited to, shoveling snow and maintaining the roof. Sublessor agrees and understands it will plow the driveways and parking lot areas.
10. **ACCESS BY SUBLESSOR.** Upon forty-eight (48) hours notice, and with a badged employee, Sublessor shall have the right to enter the Property.
11. **QUIET POSSESSION.** Sublessor covenants that it shall do nothing to disturb Sublessee's quiet enjoyment of the Property during the term of this Sublease if Sublessee shall observe and perform all the covenants and provisions of this Sublease.
12. **SIGN/NAME OF BUILDING.** Sublessee reserves the right at any time it deems necessary or appropriate to place signs at any location on the building housing the Property, after obtaining any and all permits as required by the local jurisdiction.
13. **DANGEROUS MATERIALS.** Sublessee shall not keep or store, on the Property, any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Property.
14. **INDEMNITY REGARDING USE OF PROPERTY.** Sublessee agrees to indemnify, hold harmless, and defend Sublessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Sublessor may suffer or incur in connection Sublessee's use or misuse of the Property.

15. **PROPERTY INSURANCE.** Sublessor and Sublessee shall each be responsible to maintain appropriate insurance for their respective interests in the Property and personal property located in the Property.
16. **PROPERTY TAXES.** Sublessee shall be responsible for an increase in property taxes as a direct result of this tenancy. If the Property tax increases naturally Sublessee shall not be responsible.
17. **LIABILITY INSURANCE.** Sublessee shall maintain renters' liability insurance in sum of at least \$1,000,000.00 combined single limit per occurrence. Sublessee shall deliver appropriate evidence to Sublessor as proof that adequate insurance is in force and shall add Sublessor as additional insured on the policy. Sublessor shall have the right to require the Sublessor receive notice of any termination of such insurance policies.
18. **DEFAULTS.** Sublessee shall be in default of this Sublease if Sublessee fails to fulfill any Sublease obligation or term by which Sublessee is bound. Subject to any governing provisions of law to the contrary, if Sublessee fails to cure any financial obligation within five (5) days (or any other obligation within fifteen (15) days) after written notice of such default is provided by Sublessor to Sublessee, Sublessor may take possession of the Property without further notice, and without prejudicing Sublessor's right to damages.
19. **ATTORNEY'S FEES.** In case suit should be brought for recovery of the Property, or for any sum due hereunder, or because of any act which may arise out of the possession of the Property by Sublessee, the prevailing party shall be entitled to all costs incurred in connection with such action, including, but not limited to, reasonable attorney fees.
20. **ENTIRE AGREEMENT.** This Sublease contains the entire understanding of the parties hereto with respect to the transaction contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. Either party, whether oral, implied, written or otherwise, has made no representations, warranties, undertakings, or promises to the other unless expressly stated in this Sublease. Neither party has relied on any verbal representations, agreements or other understandings not expressly set forth in this Sublease.
21. **SEVERABILITY.** If any portion of this Sublease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sublease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited

22. AMENDMENT. No amendment of this Sublease shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

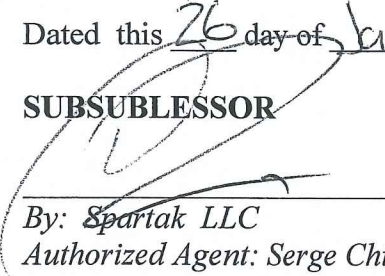
RECEIVED

2016 JAN 28 PM 1:17


**GRAND COUNTY
CLERK AND RECORDER**


Dated this 26 day of January, 2016.

SUBBLESSOR


By: *Spartak LLC*
Authorized Agent: *Serge Chistov/ Owner*

SUBBLESSEE


By: *MMK Limited, LLC*
Its: *Authorized Agent : Kevin Speier*


By: *MMK Limited, LLC*
Its: *Authorized Agent : Matt Brien*

RECEIVED
2016 JAN 28 PM 1:17
GRAND COUNTY
CLERK AND RECORDER