



## MASTER LEASE AGREEMENT

This Master Lease Agreement ("Lease"), by and between APEKS LLC, an Ohio limited liability company having an address at 150 Commerce Blvd., Johnstown, Ohio ("Lessor") and WILD ROGUE EXTRACTS a LIMITED LIABILITY CORP organized and existing under the laws of the State of OREGON, with its residence, mailing address and principal place of business located at 1750 DELTA WATERS RD, SUITE 102, PMB 245 ("Lessee"), has been made and entered into this 15th day of SEPTEMBER, 2015.

### TERMS AND CONDITIONS OF LEASE

For and in consideration of the mutual covenants and promises set forth in this Lease, Lessor and Lessee agree as follows:

1. LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases and hires from Lessor, all items of equipment and other property described in the Schedule or Schedules executed by Lessor and Lessee concurrently herewith or hereafter made a part of this Lease. (All items of machinery, equipment and other property described in the Schedules, together with all replacement parts, repairs, additions, alterations, improvements, attachments and accessories incorporated therein and/or affixed thereto, are hereafter collectively called "Leased Property." All Schedules are hereafter collectively called "Schedule." Where reference is made to this "Lease," that term shall be deemed to include the terms and conditions set forth in the Lease, any Schedule or any Addendum to the Lease or any Schedule.)

Lessor assumes no liability and makes no representation as to the treatment by Lessee of this Lease, any item of Leased Property or the Rent (as hereafter defined) for financial statement, tax or other purposes.

2. TERM. The term of this Lease with respect to each item of Leased Property shall commence and end on the dates specified in the Schedule concerning such item of Leased Property; provided, however, that no expiration of time shall relieve Lessee of Lessee's obligations to fully observe and perform each and every term, condition and covenant set forth in this Lease. The term of this Lease may only be extended beyond the Term (as defined in any Schedule) by an agreement in writing, which agreement must be executed by Lessor and Lessee. Should Lessee fail to surrender any item of Leased Property as required upon the expiration of the applicable term, whether occurring by acceleration or otherwise, the obligations of Lessee under this Lease shall continue and Lessee shall pay to Lessor for such unauthorized use an amount equal to a reasonable charge therefor as determined by Lessor in its sole discretion, which amount Lessee agrees shall be not less than the amount charged by Lessor prior to the expiration of the applicable term. No failure by Lessor to seek the prompt return of an item of Leased Property from Lessee shall be construed as a renewal of an applicable term nor as a waiver of any right or continuation of any obligation of Lessor or under this Lease. THIS LEASE IS NON-CANCELABLE; IT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. Termination of this Lease prior to the term established for each item of Leased Property shall be solely at the discretion of Lessor, and on such terms as Lessor may from time to time specify in its sole discretion, including the amount of, and manner of calculation of, any premature termination payment. No obligation of Lessor under this Lease shall survive the term of this Lease.

3. RENT AND SECURITY DEPOSIT. The rent ("Rent") for each item of Leased Property described in any Schedule shall be the amount designated in the Schedule, and Rent shall be due and payable on the dates set forth therein. Lessee shall pay Rent to Lessor at the office of Lessor or of Lessor's assigns, or to such other person or entity and/or at such other place as Lessor may from time to time designate in writing. Lessee's obligation to pay Rent for the entire term of the Lease shall be absolute and shall not be terminated, cancelled or modified without the express written agreement of the Lessor. Within 10 days of the full execution of this Lease, Lessee shall also provide Lessor with a down payment in the amount designated on the Schedule.

4. DELIVERY AND INSTALLATION; USE OF THE LEASED PROPERTY. Unless Lessor shall otherwise agree in writing, Lessee, at Lessee's expense, shall pay all transportation and transportation insurance, packing, taxes, duties, installation, registration, licensing, testing and other charges, fees and costs in connection with the delivery, installation, use and operation of the Leased Property. The Leased Property shall be delivered to the location(s) ("Designated Locations") specified on the Schedule and shall not thereafter be removed from such Designated Locations without the prior written consent of Lessor.

Lessee is entitled to take 8 hours of remote training on the proper installation and use of the Leased Property, which training is included in the Rent payments. Lessee shall be responsible for proper installation and operation of the Leased Property. Lessee shall operate the Leased Property in a reasonably competent manner and in compliance with the operations manual for the Leased Property, and in conformity with any insurance policies and any warranties and instructions of any manufacturer of any Third-Party Portions (as hereinafter defined). Lessee warrants that it and its use of the Leased Property shall comply at all times with all applicable laws, rules and regulations, and under no circumstances shall Lessee use the Leased Property for any unlawful purposes. Lessee shall not use the equipment in any manner that could threaten the life or safety of any persons. Lessee shall indemnify, defend and hold harmless Lessor for any breaches of Lessee's representations and warranties set forth in this Lease.

5. DISCLAIMERS AND LIMITED WARRANTY.

(a) Lessor warrants to Lessee that for the Warranty Period (as defined below), the Leased Equipment will be free from material defects in materials and workmanship. The foregoing warranty is subject to the proper installation, operation and maintenance of the Leased Property by Lessee in accordance with installation instructions and the operating manual supplied to Lessee. Warranty claims must be made by Lessee in writing within ten (10) days of the manifestation of a problem. If Lessee submits a warranty claim and Lessor determines that such claim is not due to a material defect in materials or workmanship, Lessee shall be responsible for paying Lessor its standard rates and fees (as well as any shipping and travel expenses) associated with Lessor responding to such claim.

(b) The "Warranty Period" begins on the date the particular item of Leased Property is delivered to the common carrier for delivery to Lessee and continues until the earlier of (i) the end of twelve (12) months thereafter, or (ii) expiration of the term of this Lease.

(c) Any repairs under this warranty must be conducted by an authorized Lessor service representative.

(d) Excluded from the warranty are problems due to accidents, misuse, misapplication, storage damage, negligence, or modification to the Leased Property or its components. All maintenance (other than warranty repairs) and the cost of all consumables to be used with the Leased Property shall be at Lessee's sole expense. Certain third party portions ("Third-Party Portions") of the Leased Property may be covered by a separate written warranty from the manufacturer of such Third-Party Portion, which warranty may be passed through to Lessee if permitted by the original warrantor, as set forth hereinafter. Lessee will be subrogated to Lessor's claims, if any, against the manufacturer or supplier of the Third-Party Portion for breach of any warranty or representation and, upon written request from Lessee, Lessor, at Lessor's option, shall assign such claims to Lessee or shall take all reasonable action requested by Lessee to enforce any such warranty, express or implied, issued concerning or applicable to any of the Third-Party Portion, which is enforceable by Lessor in its own name; provided, however, that (i) Lessee is not in

default under this Lease, and (ii) Lessor shall not be obligated to resort to litigation to enforce any such warranty unless Lessee shall pay as the same are incurred or upon demand by Lessor all expenses in connection therewith.

(e) Lessor does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Leased Property except as set forth herein.

(f) THE EXPRESS WARRANTY IN SECTION 5(a) ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER INDEMNITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON LESSOR'S PART. NOTWITHSTANDING ANY APPLICABLE LAW TO THE CONTRARY, THE PARTIES EXPRESSLY AGREE THAT LESSOR'S MAXIMUM LIABILITY FOR BREACH OF SUCH EXPRESS WARRANTY SHALL NOT EXCEED, AND LESSEE'S SOLE REMEDY IS EXPRESSLY LIMITED TO, EITHER (AT LESSOR'S SOLE OPTION): (i) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OR LEASED PROPERTY, OR (ii) RETURN OF THE LEASED PROPERTY AND REFUND OF ANY RENT PAYMENTS; AND SUCH REMEDY SHALL BE LESSEE'S ENTIRE AND EXCLUSIVE REMEDY.

(g) Notwithstanding the foregoing in this Section 5, Lessee's obligations to pay Rent under this Lease shall be absolute and unconditional. All proceeds of any such warranty claim recovery from any manufacturer or supplier of any Third-Party Portion shall first be used to repair the Leased Property to Lessor's satisfaction, and then shall be applied to Rent payments, at Lessor's option.

6. NONDISCLOSURE. By virtue of this Agreement, Lessee may have access to information that is confidential to Lessor ("Confidential Information"). Confidential Information shall include, but not be limited to, the terms and pricing under this Lease, the technical and other specifications for the Leased Property, any software or firmware associated with the Leased Property, and all information clearly identified as confidential. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of Lessee; (b) was in the Lessee's lawful possession prior to the disclosure and had not been obtained by Lessee either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the Lessee by a third party without restriction on disclosure; or (d) is independently developed by Lessee. Lessee agrees to hold Confidential Information in confidence during the term of this Lease and for a period of five years after termination of this Lease. Lessee agrees, that unless required by law, it shall not make Confidential Information available in any form to any third party or to use Confidential Information for any purpose other than the implementation of this Lease. Lessee agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, representatives or agents in violation of the terms of this Lease.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY LESSEE OR ANY THIRD PARTY, ARISING IN CONNECTION WITH THIS AGREEMENT OR WITH THE USE OF OR INABILITY TO USE THE LEASED PROPERTY FURNISHED UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LESSOR'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LEASE OR THE LEASED PROPERTY SHALL IN NO EVENT EXCEED THE AMOUNT OF RENT PAYMENTS FOR THE LEASED PROPERTY RECEIVED BY LESSOR HEREUNDER. THE PROVISIONS OF THIS LEASE ALLOCATE THE RISKS BETWEEN LESSOR AND LESSEE. LESSOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, LESSOR WOULD NOT HAVE ENTERED INTO THIS LEASE.

8. IDENTIFICATION. If, at any time during the term of this Lease, Lessor supplies Lessee with labels, plates or other markings stating that the Leased Property is owned by Lessor, Lessee shall affix the same to the Leased Property in the location designated by Lessor, and thereafter Lessee shall not remove the same without the prior written consent of Lessor.

9. LESSEE'S INSPECTION. Lessee shall inspect the Leased Property within forty-eight (48) hours after receipt and installation thereof. Unless Lessee within that period gives written notice to Lessor specifying any defect in or other proper objection to the Leased Property or its installation, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected the Leased Property, has determined that the Leased Property is in good condition and repair, is satisfied with and has accepted the Leased Property in such condition and repair and is satisfied with the installation of the Leased Property. Nothing set forth in this Section 9 shall limit or otherwise modify Lessor's rights or Lessee's representations or obligations under the terms of any delivery and acceptance certificate or similar document executed by Lessee in connection with this Lease.

10. LESSOR'S INSPECTION. At any time during the normal business hours of Lessee, Lessor (or Lessor's designated agent) shall have the right to enter into and upon the premises where any item of Leased Property is located for the purpose of inspecting it or observing its use. Lessee shall keep complete and accurate books and records regarding the use, operation and maintenance of each item of Leased Property and regarding each rental agreement and lease, which books and records shall also be available for inspection by Lessor (or Lessor's designated agent) at any time during the normal business hours.

11. MAINTENANCE AND REPAIR. Lessee shall, at its expense, maintain and repair each item of Leased Property and shall keep it in good mechanical condition and working order. Lessee shall not be responsible for normal wear and tear. If the Leased Property shall consist of computer or electronic devices or machinery, or of devices related thereto, Lessee shall at its expense maintain and upgrade such devices in accordance with the manufacturer's suggestions and directions.

12. ALTERATIONS AND ADDITIONS. Without the prior written consent of Lessor, Lessee shall make no alterations or improvements with respect to any item of Leased Property nor permit any additions, attachments or accessions thereto. All alterations, improvements, additions, attachments and accessions at any time made with respect to or placed upon the Leased Property shall become part of the Leased Property and shall become the property of Lessor.

13. TITLE; SECURITY INTEREST. Title to each item of Leased Property shall remain with Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at Lessee's expense, shall protect and defend Lessor's title to the Leased Property and shall keep the Leased Property and this Lease free and clear from any and all claims, liens, encumbrances and legal processes. Lessee shall provide to Lessor immediate notice of any attempted attachment, levy or seizure relating to any item of Leased Property.

All items of Leased Property shall at all times be and remain personal property notwithstanding that any such Leased Property may now or hereafter be affixed to any structure or real estate. Whenever so requested by Lessor, Lessee shall procure from any landlord upon whose premises any item of Leased Property is located a waiver of any right which the landlord may have to levy or distrain any item of Leased Property for unpaid rents or other charges and the landlord's (and any mortgagee's) consent to remove any item of Leased Property at any time without notice or liability to the landlord (or any mortgagee).

If, for any purpose, this Lease shall be construed to be a financing transaction, Lessee hereby grants, pledges and assigns to Lessor a security interest in the Leased Property to secure the prompt and full payment of all Rent and other sums due or to become due from Lessee to Lessor under this Lease or under any other agreement, document or instrument between Lessor and Lessee, and the complete performance of Lessee's obligations under this Lease and under any other agreement, document or instrument between Lessor and Lessee. The interest so granted shall be in addition to any interest granted in other property to secure the foregoing and shall encompass Lessee's interest in the Leased Property as owner, co-owner, lessee, consignee or secured party, whether now owned or existing or hereafter arising or acquired, and wherever located, together with all substitutions, replacements, additions and accessions therefor or thereto, all replacement and repair parts therefor, all negotiable documents relating thereto, all products

thereof and all cash and non-cash proceeds thereof including, without limitation, notes, drafts, checks, instruments, insurance proceeds, indemnity proceeds, warranty and guaranty proceeds and proceeds arising in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Leased Property by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority).

14. **POWER OF ATTORNEY.** Lessee hereby irrevocably constitutes and appoints Lessor and any officer or agent thereof, with full power of substitution, as Lessee's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Lessee and in the name of Lessee or in Lessor's own name, from time to time in Lessor's discretion to execute, file and record all such financing statements, certificates of title and other certificates of registration and operation and similar documents and instruments as Lessor may deem necessary or desirable to protect and validate Lessor's interest in the Leased Property.

15. **FURTHER ASSURANCES.** Lessee shall perform, do, make, execute and deliver all such additional and further acts, things, assurances, agreements, documents and instruments as Lessor may require to more completely vest in and assure to Lessor its rights under this Lease and in or to the Leased Property.

16. **RISK OF LOSS.** During the term of this Lease and continuing until the Leased Property is returned to Lessor, all risk of loss, damage, theft or destruction concerning each item of Leased Property shall be borne by Lessee. Notwithstanding the commencement date of the term of this Lease with respect to any item of Leased Property, Lessee agrees that all risk of loss of the Leased Property shall be on Lessee from and after shipment of the Leased Property to Lessee by Lessor, F.O.B. Lessor's point of shipment. Lessee shall provide to Lessor immediate notice of any loss, damage, theft or destruction of any item of Leased Property. No such loss, damage, theft or destruction of the Leased Property, in whole or in part, shall impair, modify or discharge the obligations of Lessee under this Lease, all of which shall continue in full force and effect. Lessee, at Lessor's option, shall either (a) place the affected Leased Property in good repair, condition and working order, or (b) replace the same with like Leased Property in good repair, condition and working order, or (c) pay to Lessor an amount equal to all unpaid Rent and other indebtedness due and to become due under this Lease with respect to the affected Leased Property. After compliance with the foregoing to Lessor's satisfaction, and provided Lessee is not in default under this Lease, Lessee shall be subrogated to Lessor's rights with respect to any insurance policies or claims for reimbursement from others with respect to such loss, damage, theft or destruction.

17. **RETURN OF LEASED PROPERTY.** Unless Lessee shall have duly exercised a purchase option, upon the expiration or earlier termination of this Lease, Lessee shall return the Leased Property to Lessor free from all liens and encumbrances and in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Leased Property at Lessee's cost and expense to such place as Lessor shall specify, unless Lessee timely and effectively exercises any option to purchase the Leased Equipment as described on the Schedule.

18. **INSURANCE.** Lessee, at Lessee's expense, shall keep the Leased Property insured against all risks of loss, damage theft or destruction for not less than the full replacement value thereof as determined by Lessor and shall carry public liability and property damage insurance covering the Leased Property. All insurance shall contain such terms, be in such form, cover for such periods and be written by such companies as may be satisfactory to Lessor, and shall name Lessor as the sole loss payee with respect to theft and physical damage coverage, and as an additional insured with respect to liability coverage. Lessee shall pay all insurance premiums and shall deliver the policies or certificates of insurance to Lessor. Each insurer shall agree, by endorsement upon the policy issued by it or by separate instrument furnished to Lessor, that such issuer will give Lessor not less than thirty (30) days' written notice before the policy shall be altered or canceled. The proceeds of such insurance, at the option of Lessor, shall be applied (a) toward the replacement, restoration or repair of the Leased Property or (b) toward payment of the obligations of Lessee hereunder. Lessee hereby agrees that Lessor may act as attorney-in-fact for Lessee in obtaining, making claims under and settling such insurance and indorsing any drafts. The insurance maintained by Lessee shall be primary, without

any right of contribution from insurance which may be maintained by Lessor. Lessee shall be liable for all deductible portions of all required insurance.

19. TAXES. Irrespective of whether charged or assessed in the name of Lessor or Lessee, Lessee shall pay all license and registration fees, assessments, charges and taxes (municipal, state and federal) which may accrue and/or be imposed during the term of this Lease upon the ownership, lease, rental, sale, possession or use of any item of Leased Property, excluding, however, all taxes on or measured by Lessor's net income or franchise taxes of Lessor.

20. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee shall fail to duly and promptly perform any of its obligations under this Lease, Lessor may perform any act or make any payment which Lessor may deem necessary for the maintenance and preservation of the Leased Property and Lessor's title thereto, including payments for satisfaction of liens, claims, encumbrances, repairs, taxes, levies and insurance. All sums so paid by Lessor, together with interest as provided below, and any reasonable attorneys' fees incurred by Lessor in connection therewith, shall constitute additional Rent under this Lease and shall be payable by Lessee to Lessor on demand. All payments received by Lessor from Lessee shall be first applied by Lessor to the payment of such additional Rent, and the balance, if any, shall be applied to the payment of Rent. The performance of any act or any payment made by Lessor shall not be deemed a waiver or release by Lessor of any obligation or default of Lessee.

21. LATE CHARGES. Should Lessee fail to promptly pay any Rent or other charges to be paid to Lessor under this Lease by the 5<sup>th</sup> business day of the month in which the Rent is due, then Lessee shall be required to pay a late charge in the amount of 10% of the late payment amount (or the highest rate allowable by law, if lower), in addition to such payment.

22. GENERAL INDEMNIFICATION; TAX BENEFITS. Lessee assumes liability for and hereby agrees to provide immediate notice to Lessor of and to indemnify, protect, defend and hold harmless Lessor, its agents, employees, officers, directors, successors and assigns from any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with the condition (including, without limitation, latent and other defects and whether or not discoverable by Lessee or Lessor), use, operation, ownership, selection, delivery, lease or return of any item of Leased Property. Lessee is an independent contractor and nothing contained in this Lease shall authorize Lessee or any other person or entity to operate any item of Leased Property so as to incur or impose any liability or obligation for or on behalf of Lessor.

Lessor has calculated the Rent with respect to each Schedule based in part upon Lessee's warranties in this Lease and upon the assumption that Lessor shall be entitled to all tax benefits of ownership with respect to the Leased Property (the "Tax Benefits"), including, without limitation, (i) the accelerated cost recovery deductions determined in accordance with Section 168 of the Internal Revenue Code for each item of Leased Property based upon the cost and depreciable life thereof specified on the Schedule, and (ii) deductions for interest on any indebtedness incurred by Lessor to finance any item of Leased Property. Lessee agrees to take no action inconsistent with the foregoing or which would result in the loss, disallowance or unavailability to Lessor of all or any part of the Tax Benefits.

The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect notwithstanding the expiration or earlier termination of this Lease.

23. ASSIGNMENT BY LESSEE. Lessee's interest in this Lease and in the Leased Property are not assignable or transferable by Lessee or by operation of law. Without the prior written consent of Lessor, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease, the Leased Property or any part thereof, or any interest therein, (b) sublet, lend or transfer possession and/or control of the Leased Property or any part thereof, or (c) permit the Leased Property or any part thereof to be used by anyone other than Lessee or Lessee's employees. Consent to any of the foregoing prohibited acts shall apply only in the given instance, and shall not constitute consent

(h) The occurrence of any event which allows the acceleration of the maturity of any indebtedness or obligation of Lessee, in excess of \$59,195.00 in the aggregate, to any other person, corporation or entity under any indenture, agreement or undertaking; or

(i) Lessor shall for any reason in good faith deem itself insecure with respect to Lessee's obligations under this Lease or under any other agreement, document or instrument with Lessor or with respect to any guarantor's obligations to Lessor under any agreement, document or instrument.

26. REMEDIES OF LESSOR. Upon the occurrence of any Event of Default and at any time thereafter, Lessor, without any further notice to Lessee, in its sole discretion, may exercise any right, power or remedy permitted to Lessor by law and/or any one or more of the following remedies:

(a) Declare all unpaid Rent and all other sums due or to become due under this Lease or under any other agreement, document or instrument between Lessor and Lessee to be immediately due and payable;

(b) Terminate this Lease as to any or all items of Leased Property and/or terminate any other agreement, document or instrument between Lessor and Lessee;

(c) Take possession of any or all items of Leased Property, wherever located, without any court order or other process of law, Lessee hereby waiving all damages occasioned by such taking of possession, and Lessee hereby acknowledging that Lessor's taking of possession shall not constitute a termination of this Lease as to any item of Leased Property unless Lessor expressly so notifies Lessee in writing;

(d) Cause Lessee, at Lessee's expense, to promptly return the Leased Property to Lessor;

(e) Use, hold, sell, lease or otherwise dispose of the Leased Property or any item thereof on the premises of Lessee;

(f) Sell or lease the Leased Property or any part thereof, at public auction or by private proceeding, at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee, and any notice which is required by law to be delivered by Lessor to Lessee with respect to such disposition shall be conclusively deemed to constitute reasonable notice to Lessee if delivered at least 10 days prior to the date of such disposition;

(g) Sue for and recover all Rent and other sums then accrued or thereafter accruing, with respect to any or all items of Leased Property, including, without limitation, any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Leased Property, and including reasonable attorneys' fees;

(h) Setoff any sums due Lessee from Lessor, including, without limitation, all deposit balances of Lessee against all unpaid Rent and all other sums due under this Lease or under any other agreement, document or instrument; and

(i) Exercise any and all rights accruing to a Lessor under any applicable law.


No right or remedy conferred upon or reserved to Lessor under this Lease is exclusive of any other right or remedy provided herein or by law or in equity, and all such remedies of Lessor are cumulative and may be exercised concurrently or separately. No repossession sale, re-lease or other disposition by Lessor of any item of Leased Property shall bar an action for a deficiency, and neither the institution of any proceeding by Lessor nor the entry of a judgment

34. WAIVER OF RIGHT TO TRIAL BY JURY. LESSEE ACKNOWLEDGES THAT, AS TO ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN LESSOR AND LESSEE, THE COMMERCIAL NATURE OF THIS LEASE WOULD MAKE ANY SUCH DISPUTE UNSUITABLE FOR TRIAL BY JURY. ACCORDINGLY, LESSEE HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY AS TO ANY AND ALL DISPUTES THAT MAY ARISE RELATING TO THIS LEASE OR TO ANY OF THE OTHER AGREEMENTS, DOCUMENTS OR INSTRUMENTS EXECUTED IN CONNECTION WITH THIS LEASE.

35. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between Lessor and Lessee. No term or provision of this Lease shall be amended, altered or changed except by a written agreement signed by Lessor and Lessee, except that Lessor may complete any descriptions of any of the Leased Property on the appropriate Schedule after delivery thereof, may complete the date on which the Rent set forth on the Schedule shall commence and may take such action as may be authorized under the terms of Section 13 hereof.

**LESSOR:**

Company: APEKS LLC

Sign: 

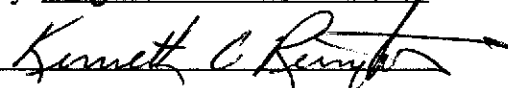
Name: Andy Joseph

Title: President

Date: Oct 7, 2015

**LESSEE:**

Company: WILD ROGUE EXTRACTS, LLC

Sign: 

Name: KENNETH C REMINGTON

Title: CHIEF OPERATIONS OFFICER

Date: SEPTEMBER 15, 2015

SCHEDULE 1

TO MASTER LEASE AGREEMENT

1. LEASED PROPERTY:

2000-5LD Subcritical/Supercritical CO2 extraction system.

- 5L, 2000psi extraction module
- Separator module
- Electronic control system for safety functions, system start/stop, and system timer
- Temperature control heat exchanger
- Recirculating water chiller/heater
- All associated valves, tubing, piping, fittings and connections to make the system functional.
- Diaphragm pump with (10) HP single phase motor

2. TERM OF LEASE: This Lease shall be in effect for an initial term of twelve (12) months (the "Initial Term") commencing with the date that the Leased Property is delivered to Lessee (the "Delivery Date").

3. RENT AND Down Payment:

Monthly Payment: **\$5,890.35** per month during the 12 month Term, as applicable, due on the 1<sup>st</sup> day of each month, with the first payment due on the 1<sup>st</sup> day of the next consecutive month after the Delivery Date of the equipment.

Down payment: 35% (\$31,850.00) - \$22,750.00 (already paid) = **\$9,100.00**

Total amount paid at end of term including interest: **\$102,534.25**

4. PURCHASE OPTION PRICE: The "Purchase Option Price" shall be One Dollar (\$1.00); provided, however, that such Purchase Option Price shall only be validly exercised if all Rent due for the Term has been paid in full and no Event of Default has otherwise occurred and is continuing under the Lease.

5. DESIGNATED LOCATION: The Leased Property shall be delivered to and shall not be removed from the following location(s) (the "Designated Locations", as defined in Section 4 of the Lease), without the express written consent of Lessor:

Location: 22821 HIGHWAY 62, SHADY COVE, OR 97539

LESSOR:

Company: APEKS LLC

Sign: 

Name: Andy Joseph

Title: President

Date: Oct 7, 2015

LESSEE:

Company: WILD ROUGE EXTRACTS, LLC

Sign: 

Name: KENNETH C REMINGTON

Title: CHIEF OPERATIONS OFFICER

Date: SEPTEMBER 15, 2015