License Holder's Exhibit C

COMMERCIAL LEASE AGREEMENT

1. **PARTIES: Larochelle Properties LLC** , with a mailing address of 140 Main Street Lisbon Falls Me 04252, (hereinafter "LANDLORD"), hereby leases to Twisted Trichomes, with a mailing address of 9 Pass Brook Rd Durham Me 04222, (hereinafter "TENANT"), and the TENANT hereby leases from LANDLORD the following described Premises.

2. **PREMISES:** "The Premises" shall consist of commercial space located within a commercial building located at 5 Canal Street Lisbon Falls Me 04252. Said space is deemed to contain some 6000± square feet, and is generally depicted on the Floor Plan attached herewith as Exhibit "A". Included as part of the Premises shall be the right to use the common driveway to access said leased Premises, and together with the right to use paved parking spaces in the parking area located near the front entrance to the Premises. The leased Premises are accepted in its "as is" condition.

3. **TERM:** The lease term shall commence March 1, 2020 and then continuing for a minimum term of one year; TENANT shall have the ability to continue the term for an additional year or terminate this Lease with 30 days notice thereafter. In all events, this Lease shall terminate as of March 1st 2021

4. **USE OF LEASED PREMISES:** The TENANT shall not use the leased Premises for any purpose other than for a Medical Marijuana business without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld, conditioned or delayed.

5. **BASE RENT:** The TENANT shall pay to the LANDLORD the base rent of $3000.00 per month ($36,000 per year) which shall be prorated for any partial year

6. **SECURITY DEPOSIT**: Upon execution of this lease, TENANT shall deposit with LANDL0RD the sum of $10,000.00 (the "Deposit") to be held thereafter as Landlord's security deposit to ensure TENANT'S obligations under this lease, to be returned to TENANT at the satisfactory completion of the lease.

7. **ADDITIONAL RENT**: The TENANT shall pay in addition to rent all operating expenses incurred by LANDLORD for the entire Premises building and site during the immediately preceding 12 month period, said operating expenses to be determined annually as of each January 1st, with the determined additional rent to be payable during the twelve month period commencing January 1st along with the base rent.)Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building, all exterior areas, and the parcel of land on which they are located (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of any insurance carried by LANDLORD related to the building, (ii) all costs of maintaining the building including the operation and repair of heating and any other common building equipment, and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition, except for structural, and capital repairs and replacements which are expressly excluded from the definition of "Operating Expenses", (iii) all costs of snow and ice removal,

b) LANDLORD'S OBLIGATIONS: The LANDLORD agrees to maintain and repair the roof, exterior walls, structure, heating system, plumbing and lighting of the building of which the leased Premises are a part, other than routine maintenance and repair and replacement of minor finish items including light bulbs which shall be the responsibility of TENANT, in the same condition as they are at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of the TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of the TENANT and TENANT shall pay all costs therefore.

11. **ALTERATIONS AND ADDITIONS:** The TENANT shall not make any alterations or additions without obtaining prior written consent of the LANDLORD, which consent shall not be unreasonably withheld, conditioned or delayed. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that the TENANT has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the LANDLORD'S title or interest in the building, the Premises, or any portion thereof.

12. **ASSIGNMENT AND SUBLEASING:** The TENANT shall not assign or sublet or permit the demised Premises or any part thereof to be used by others, without LANDLORD's prior written consent in each instance. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided hereunder.

13. **SUBORDINATION AND QUIET ENJOYMENT:** This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased Premises are a part, and the TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, provided the holders of such instruments recognize in writing that so long as the TENANT performs all of its obligations under this lease, the TENANT shall be entitled to the quiet possession and enjoyment of the Premises.

14. **LANDLORD'S ACCESS**: The LANDLORD or agents of the LANDLORD may, at all reasonable times during normal business hours and upon reasonable prior notice to TENANT (excepting during emergencies) during the term of this lease, enter the leased Premises (i) to examine the leased Premises and, if LANDLORD shall so elect to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shade, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the leased Premises to prospective tenants during the six (6) months preceding the expiration of this lease. LANDLORD also reserves the right at any time within six

(6) months before the expiration of this lease to affix to any suitable part of the leased Premises a note for letting or selling the leased Premises or property of which the leased Premises are a part and to keep the same so affixed without hindrance or molestation. If LANDLORD is required or permitted to enter the leased Premises for any of the foregoing reasons, LANDLORD shall not unreasonably interfere with TENANT'S use of the leased Premises or the conduct of TENANT'S business activities.

15. **INDEMNIFICATION AND LIABILITY**: Except to the extent caused by the negligence or willful conduct of LANDLORD, TENANT will indemnify and defend LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased Premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees and any person or property while on or about the Premises.

Without limitation of any other provision herein, neither the LANDLORD, its employees or agents shall be liable for, and TENANT hereby releases them from, all claims not covered by LANDLORD'S liability and casualty coverage for any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT, due to the building or any part thereof, being in need of repair or due to the happening of any accident in or about the leased Premises or due to any act or neglect of any tenant of the building or of any employee or visitor of TENANT, unless any such claims result from the negligence or willful misconduct of LANDLORD.

If either party breaches the terms of this Lease, such party shall be liable to the other party for all reasonable costs, expenses, and attorneys fees incurred in enforcing this Lease.

16. **INSURANCE:** TENANT shall (i) insure TENANT and LANDLORD, as their interests appear with general public liability coverage on the leased Premises, in such amounts and with such companies and against such risks as the LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars *($1,000,000.00)* combined single limit; and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased Premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. The TENANT shall deposit with the LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein.

LANDLORD covenants and agrees to maintain in full force during the term of this lease a policy of insurance insuring the Premises and the building against loss and damage by fire and standard extended coverage risks in a sum of not less than 80% of the full insurable value of the building.

17. **FIRE CASUALTY AND EMINENT DOMAIN:** Should a substantial portion of the leased Premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this lease by giving TENANT written notice of its decision to terminate this lease or restore said Premises, within sixty (60) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Should it be deemed by LANDLORD that it will take more than ninety additional (90) days to restore the leased Premises, TENANT shall then have the right to terminate the lease by giving written notice of such termination to LANDLORD within fifteen (15) days of notice receipt from LANDLORD of the decision to restore. When such fire, casualty, or taking renders any portion of the leased Premises unfit for use and occupation and the LANDLORD or TENANT does not so elect to terminate this lease, a just and proportionate abatement of rent shall be made until the leased Premises, or in the case of a partial taking what may remain thereof, shall have been put in substantially the same condition for use and occupation as of the date of damage or taking. LANDLORD reserves and excepts all rights to damages to the leased Premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. Notwithstanding anything to the contrary, LANDLORD's obligation to put the leased Premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

18. **DEFAULT AND BANKRUPTCY:** In the event that:

a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within fifteen (15) days after written notice thereof; or,

b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

c) The leasehold hereby created shall be taken on execution, or by other process of law; or,

d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of the TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

Then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity, including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT by certified mail, return receipt requested, or enter into and upon the leased Premises or any part hereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon receipt of such mailing or upon entry as aforesaid, this lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceeding, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable to LANDLORD for the payment of rent as provided in this Lease as if this lease had not been terminated, provided however, that the LANDLORD shall use reasonable efforts to re-let the Premises. Tenant shall be entitled to a credit in the net amount received by LANDLORD in re-letting, after deduction of LANDLORD'S reasonable expenses, pursuant to applicable Maine Law.

19. NOTICE: Any notice from the LANDLORD to the TENANT relating to the leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the leased Premises addressed to the TENANT, or if mailed to the leased Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as the LANDLORD may from time to time advise in writing.

20. SURRENDER: The TENANT shall at the expiration or other termination of this lease peaceably yield up the leased Premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased Premises and the air conditioning system installed by TENANT, repairing all damage caused by such removal, and leaving the leased Premises clean and tenantable. If

LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased Premises, and the TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against the LANDLORD or those claiming by, through or under the LANDLORD.

21. LANDLORD DEFAULT: LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as it reasonably requires to correct any such default after notice by the TENANT to the LANDLORD properly specifying wherein the LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased Premises are a part notifies TENANT

that such holder has taken over the LANDLORD'S rights under this lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD which accrued to TENANT prior to receipt of such notice, from rent thereafter due and accruing, but shall look solely to the LANDLORD for satisfaction of such claim.

22. **WAIVER OF RIGHTS**: No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

23. **SUCCESSORS AND ASSIGNS**: The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

24. **HOLDOVER**: If TENANT fails to vacate the leased Premises at the termination of this lease, then the terms of this lease shall be applicable during said holdover period, except for base rent, which shall be increased to one and one half (11/2) times the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the LANDLORD for TENANT to holdover at the termination of this lease and terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased Premises at the termination of this lease.

25. **MISCELLANEOUS**: If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. Whenever in this Lease provision is made for doing any act by any party, it is agreed that said act shall be done by such party at its own expense unless a contrary intent is expressed. LANDORD and TENANT agree that this lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the Premises or an offer to lease said Premises, and this document shall become effective and binding only upon the execution and delivery hereof of both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understanding, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except

by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee to agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this lease. It is understood and agreed that with respect only to any services to be furnished by one party to the other, that neither party shall in any event be liable to the other for failure to furnish the same when prevented from so doing for any cause beyond the respective party's reasonable control.

26. BROKERAGE: TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased Premises.

27. HAZARDOUS SUBSTANCES: LANDLORD is not aware of having generated, stored, handled or disposed of any hazardous or toxic substances, on or in the Premises or any portion thereof, and to the best of LANDLORD'S knowledge, is not aware of the generation, storage, handling or disposal of any hazardous wastes or substances, on or in the Premises, or any portion thereof, by other persons or entities. LANDLORD hereby acknowledges and agrees that (i) TENANT, its successors and assigns, shall have no responsibility for the clean-up of any hazardous wastes or hazardous substances generated, stored, handled or disposed of on or in the Premises, or any portion thereof, by any person or entity other than TENANT, its successors or assigns, employees, agents, contractors or invitees; and (ii) LANDLORD shall be responsible for effecting the clean-up of any such hazardous wastes or substance which is present, on or in the Premises or any portion thereof, as of the date that TENANT takes possession thereof. TENANT hereby agrees not to handle, store, or dispose of any hazardous or toxic wastes or substances, in or upon the Premises or any portion thereof. TEN ANT hereby covenants to indemnify and hold LANDLORD, its successors and assigns, harmless for any loss, damage, claims, costs, liabilities or clean-up costs, including but not limited to reasonable attorney's fees and costs of enforcement, arising out of TENANT'S use, handling, storage or disposal of any hazardous or toxic wastes or substances on or in the Premises or any portion thereof. The term "hazardous or toxic wastes" shall include without limitation, all substances or materials designated as hazardous or toxic by State, Federal or local laws, regulations or ordinances, or which require special permits for the handling, transportation, use or disposal thereof. This(covenant shall remain in full force and effect, and shall expressly survive the expiration or earlier termination of the Lease.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 19th day of Febuary, ~~2008~~ 2020

LANDLORD

Witness

754-1952

office. 353 2329

Sean Smith 207 522 0209

License 85_0259

TENANT:

Witness

By:
Its: Jason Smith

Witness

I Fern Larochelle owner of Larochelle properties located at 140 Main St. Lisbon Falls ME 04252 also owner of 5 Canal St. Lisbon Falls Maine 04252. Received $10,000 for a security deposit from Jason Smith for 5 Canal St., Lisbon Falls, ME 04252. After completion of a one-year lease starting March 1, 2020 the $10,000 security deposit will be taken off the total purchase price that will be owner financed by Fern Larochelle / Larochelle Properties to Jason Smith for the amount of $365,000 with a 5% interest rate.

The $10,000 security deposit will be returned to Jason Smith if town approval is not met and Jason Smith cannot conduct Medical Marijuana Business at 5 Canal St. Lisbon Falls 04252

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License Holder's Exhibit D

Fern Larochelle

Jason Smith