

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease"), dated effective as of March 15, 2019, is by and between RCL, VII, LLC, a New Mexico limited liability company ("Landlord"), and Assurance Laboratories, LLC, a New Mexico limited liability company ("Tenant").

Recital:

- A. Tenant has been a tenant in the commercial property located at 524 McKnight NW, Albuquerque, NM 87102 (the "Premises") for several years.
- B. Landlord and Tenant desire to continue the lease of the Premises to Tenant on the terms specified herein. This Lease shall supersede and replace all prior lease agreements between the parties with respect to the Premises.

Landlord and Tenant covenant and agree to terms of lease as follows:

ARTICLE 1 TERM OF LEASE

Section 1.01. Lease Term. The term of this Lease shall be for a period of three (3) full years, beginning with the Commencement Date (as defined below) and ending at midnight on March 14, 2022 (the "expiration date"), unless this Lease shall sooner terminate or be extended pursuant to the provisions hereof.

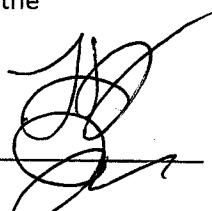
Section 1.02. Possession Date. Tenant will be entitled to continue in possession of the Premises upon execution of this Lease by all parties.

Section 1.03. Rent Commencement Date. The rent commencement date shall be the effective date ("Commencement Date").

Section 1.04. Holdover Term. In the event Tenant shall remain in possession of the Premises after the expiration of the term of the Lease, and any extensions granted herein, such possession may, at the sole option of Landlord, be continued as a month-to-month tenancy, upon the same terms and conditions as set forth herein. In the event Tenant holds over after the expiration of the Lease term Tenant's monthly rent during such holdover period shall be equal to 125% of the base monthly rent proceeding the holdover period.

ARTICLE 2 RENT

Section 2.01. Rent. Tenant shall pay to Landlord, without notice or demand, in lawful money of the United States of America, or by check subject to collection, at the address of the Landlord specified below or at such place as Landlord may from time to time designate, the



monthly rental as stated below, in advance, on the fifteenth day of each month for the term of the Lease:

| <u>Lease Years:</u> | <u>Rent:</u> |
|----------------------------------|---|
| Year One (3/15/19 – 3/14/2020) | \$55,034 per year, payable at \$4,586 per month |
| Year Two (3/15/20 – 3/14/2021) | \$57,237 per year, payable at \$4,770 per month |
| Year Three (3/15/21 – 3/14/2022) | \$59,526 per year, payable at \$4,960 per month |

Section 2.02. Past Due Rent. Other remedies for non-payment of rent notwithstanding, if the monthly rental payment is not received by Landlord on or before the twenty-fifth day of the calendar month for which rent is due, or if any other payment due Landlord by Tenant is not received by Landlord on or before the fifth day of the month next following the month in which Tenant was invoiced, a late penalty of ten percent (10%) of such past-due amount shall become due and payable in addition to any other amounts owed under this Lease. Tenant shall also pay to Landlord as additional rent, One Hundred Dollars (\$100.00) for each of Tenant's checks returned to Landlord unpaid by Tenant's bank.

Section 2.03. Security Deposit. Prior to the execution of this Lease, Tenant paid Landlord a security deposit of Four Thousand Two Hundred Thirty-one Dollars (\$4,200.00). The security deposit shall be held by the Landlord as security for the faithful performance by the Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by the Tenant during the term hereof. If the Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, the Landlord may (but shall not be required to) use, apply or retain all or any part of the security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which the Landlord may spend or become obligated to spend by reason of the Tenant's default or to compensate the Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall within five (5) days after written demand, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep these amounts separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the Term.

Section 2.04. No Set Off. Tenant shall pay to Landlord the rent and other payments under this Lease free of any charges, assessments, impositions, or deductions of any kind and without abatement, deduction, or set-off.

ARTICLE 3 PAYMENT OF TAXES, ASSESSMENTS, ETC.

Section 3.01. Impositions and Real Estate Taxes. Tenant shall pay (subject to other

provisions of this Lease), before any fine, penalty, interest, or cost may be added thereto for the non-payment thereof, all real property taxes and assessments, license and permit fees, and other governmental levies and charges, general and special, ordinary, and extraordinary, unforeseen as well as foreseen, of any kind and nature (collectively, "impositions") which are assessed, levied, confirmed, imposed in connection with Tenant's use of the Premises, and which become payable during the term of this Lease.

Section 3.02. Personal Property Taxes. Tenant shall pay when due and payable all taxes and general and special assessments of any kind or nature, extraordinary as well as ordinary, which have been or may be levied upon the Tenant's personal property located upon the Premises.

Section 3.03. Utilities. Tenant shall promptly pay the following utility charges: electrical, gas, telephone and other services, which may be incurred in connection with Tenant's use of the Premises and shall hold harmless Landlord for such charges. Landlord shall pay water, sewer and refuse service for the Premises.

Section 3.04. Evidence of Payment. Tenant shall, upon request of Landlord, furnish to Landlord within fifteen (15) days after the date when any imposition is payable official receipts of the appropriate taxing authority, or other evidence reasonably satisfactory to Landlord, evidencing the payment thereof. Any certificate, advice, or bill showing nonpayment of any imposition received from the appropriate official designated by law to make or issue the same or to receive payment of any imposition shall be evidence that such imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

Section 3.05. Expenditures By Landlord on Behalf of Tenant. Whenever under any provision of this Lease Tenant shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Tenant fails, refuses or neglects to perform as herein required, Landlord shall be entitled, but shall not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of Tenant. In such event, the amount thereof, with interest thereon at the rate of eighteen percent (18%) per annum shall constitute and be collectable as additional rent on demand.

ARTICLE 4 CONDITION; USE; SURRENDER OF THE PREMISES; INSPECTION OF THE PREMISES

Section 4.01. Condition of Premises. Neither Landlord nor any agents or employees of Landlord have made any representations or promises with respect to the Premises, except as expressly set forth herein and no rights, privileges, easements or licenses are acquired by Tenant, except as expressly set forth herein. Landlord makes no representations or warranties as to the amount of rentable area. Tenant represents and warrants that it has had adequate



opportunity to inspect the Premises and is familiar with the condition of the Premises having been in possession of the Premises for several years.

The continuing possession of the Premises by Tenant shall be conclusive evidence that the Premises were on the Commencement Date, in good, clean and tenantable condition and that the Tenant accepts the Premises "as is, where is, with all faults."

Section 4.02. Use of Premises; Parking. The Premises will be used for a warehouse and laboratory and related uses. Tenant shall not use or allow the Premises or any part thereof, to be used or occupied for any other purposes, nor for any unlawful purpose or for any dangerous trade or business, or in violation of any certificate of occupancy affecting the use of the Premises. Tenant shall have the use of the parking located at the Premises. Tenant will be responsible for ensuring there is adequate parking on the Premises for its use of the Premises in compliance with City of Albuquerque ordinances.

Section 4.03. No Abandonment. Tenant shall occupy the Premises during the entire term of this Lease and shall not abandon or permit the Premises to be abandoned or to become vacant.

Section 4.04. Surrender of Premises. Upon the termination of this Lease, Tenant shall surrender to Landlord the Premises in good order and repair, reasonable wear and tear excepted.

Section 4.05. Landlord's Right of Entry. Tenant shall permit Landlord and its authorized representatives to enter the Premises at all reasonable times during usual business hours upon reasonable advance notice for the purpose of inspecting the same, and shall permit Landlord and its authorized representatives to enter the Premises at all reasonable time during usual business hours upon reasonable advance notice for the purpose of exhibiting the same to prospective purchasers or mortgagees of Landlord's fee title. During the last ninety (90) days of the term of this Lease, in the event Tenant has not complied with its obligations under the separate Purchase Agreement for the purchase of the Premises, Landlord shall have the right to enter upon the Premises and show the same to prospective new tenants. Landlord shall exercise any right of entry under this Section in a manner designed to minimize interference with the normal business operations of Tenant.

ARTICLE 5 IMPROVEMENTS, CHANGES AND ALTERATIONS; LANDLORD IMPROVEMENT ALLOWANCE

Section 5.01. Tenant Improvements. All changes, alterations or construction on or to the Premises by Tenant shall require the prior written consent of Landlord which shall not unreasonably be withheld or delayed. Any changes, alterations, or construction referred to in this Article 5 (collectively "changes, alterations or improvements") by Tenant shall be made in all cases subject to the following conditions:

A. No changes, alterations or improvements shall be undertaken by Tenant until Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and Landlord shall join in the application for such permits or authorizations whenever such action is necessary.

B. All changes, alterations or improvements shall be of such a character that, when completed, the economic value of the Premises shall be not less than the value of the Premises immediately prior to any such changes, alterations or improvements.

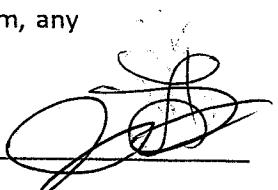
C. All work done in connection with any changes, alterations or improvements made by Tenant shall be done in a good and workmanlike manner, using a licensed, insured and bonded general contractor and in compliance with applicable building and zoning laws and with all other applicable laws, ordinances, orders, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof; the Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied; and the work shall be prosecuted with reasonable dispatch, unavoidable delays excepted.

D. Workers' compensation insurance covering all persons employed in connection therewith and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant, or the Premises, and general liability and property damage insurance shall be maintained by the party responsible for paying for the specific alteration or improvement at all times when any work is in process in connection with any changes or alterations.

E. Tenant shall not encumber the Premises in any manner in order to finance or pay for any change or alteration.

F. Tenant shall timely post a notice of Owner's non-responsibility for construction of, alteration or repair to the Premises, in the manner and as contemplated by Section 48-2-11, NMSA 1978, and shall notify Landlord in writing of its intent to start to construct, alter or repair the Premises at least three (3) days prior to commencement thereof.

Section 5.02. Ownership of Improvements. All alterations, additions, erections or improvements on or in the Premises at the expiration of this Lease, shall be and become a part of the Premises, and shall remain upon and be surrendered with the leased Premises as a part thereof at termination of this Lease. Any equipment, furniture, or personal property belonging to Tenant or to any assignee or subtenant, if not removed at such termination and if the Landlord so elects, shall be deemed abandoned and become the property of the Landlord without any payment or offset. If the Landlord shall not so elect, the Landlord may remove such equipment, furniture, or property from the Premises and store them at the Tenant's sole risk and expense. The Tenant shall repair and restore, and save the Landlord harmless from, any



and all damage to the Premises caused by such removal, whether by the Tenant or by the Landlord.

Section 5.03. Signs. Tenant shall not place, nor have placed, any sign on or about the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall pay for making and installing all such signs. Upon the expiration of the term of this Lease, or any extension thereof, Tenant shall remove any and all of such signs and shall repair any damage to the Premises and adjacent grounds caused thereby at Tenant's expense. All Tenant signs shall comply with any and all applicable governmental laws, rules, regulations and ordinances.

ARTICLE 6 COVENANTS AGAINST WASTE AND TO REPAIR AND MAINTAIN THE PREMISES

Section 6.01. Covenant Against Waste. Tenant shall not cause or permit any waste, damage, or injury to the Premises.

Section 6.02. Tenant's Responsibilities. Tenant shall keep the Premises and all improvements located on the Premises, clean and in good condition and repair at Tenant's sole cost and expense. Tenant shall be responsible for all maintenance, repairs and replacements to furniture, fixtures and equipment. Tenant shall be responsible for the proper maintenance of the landscaping on the Premises, and all non-structural maintenance, repairs and replacements to the Premises. Tenant shall be responsible for all interior maintenance and interior repairs to the improvements on the Premises. Tenant shall be responsible for the regular maintenance and repair of all HVAC, plumbing, mechanical and electrical systems in or to the Building. Tenant will enter into and maintain a maintenance plan with a qualified service company for the HVAC. Tenant shall keep the Premises clean and shall store all trash and garbage in such a manner so as not to create a nuisance to adjoining property owners and so as not to create or permit any health or fire hazard, and shall arrange for the prompt and regular removal thereof in accordance with Landlord's direction. Tenant shall use its best efforts to correct any item under this provision upon reasonable request by Landlord, within twenty-four (24) hours of such request.

At the expiration of this Lease, Tenant will yield up the Premises to Landlord in as good order and condition as when the Premises were entered by Tenant, loss by fire or accident, damage by the elements, and reasonable wear and tear excepted. Further, Tenant hereby agrees and covenants with Landlord that Landlord shall not be liable for any damage to any property or effects situate on the Premises or any part thereof, caused by leakage from the roof of the Building or by bursting, leakage or overflowing of any waste pipes, water pipes, tanks drains or stationary wash and/or by reason of any damage whatsoever caused by water from any source whatsoever, unless such damage is the result of the negligence or malfeasance of Landlord or its assignees, agents, employees, servants, contractors, subtenants, licensees or customers.

Section 6.03. Landlord's Responsibilities. Landlord shall be responsible for all maintenance, repairs and replacements for the exterior of the improvements on the Premises including the roof and for all structural repairs, maintenance and replacements concerning the improvements, and for major repairs and/or replacements costing in excess of \$1,000 of HVAC, electrical or plumbing systems, unless damage thereto was caused by the negligence or malfeasance of Tenant or its assignees, agents, employees, servants, contractors, subtenants, licensees or customers.

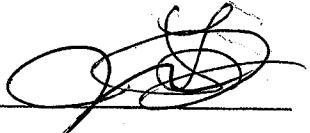
Section 6.04. Liens; Notices. The notice of non-responsibility, lien and quality of construction provisions of Article 6 above shall apply to all repairs and maintenance undertaken by Tenant pursuant to this Article.

ARTICLE 7 INSURANCE

Section 7.01. Liability Insurance. Tenant shall carry and maintain in full force and effect during the term of this Lease and any extension or renewal thereof at Tenant's expense Comprehensive General Liability Insurance with a Broad Form Comprehensive General Liability endorsement or then equivalent public liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to Landlord, with limits of coverage of not less than \$1,000,000.00 for bodily injury and property damage combined single limit for each accident, for the benefit of both Landlord and Tenant (with Landlord named as an additional insured) as protection against all liability claims arising from the Premises, causing Landlord to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to Landlord. The policy of insurance shall be in a form and issued by a company or companies reasonably acceptable to Landlord and/or the holder of any mortgage on the Premises, and licensed to do business in the State of New Mexico, and shall contain mortgagee clauses in favor of Landlord's lender.

Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified without thirty (30) days prior written notice to Landlord. Tenant shall deliver to Landlord a copy of each such policy within ten (10) days after its issuance and shall deliver to Landlord other evidence of such insurance on or before the Lease commencement date and on or before each renewal date of such policy.

Section 7.02. Tenant Property Insurance. Tenant shall, from the date of approval of this Lease, carry fire and all-risk property insurance, jointly in the names of Tenant and Landlord, covering against all risks of physical loss to the Premises, the contents of the Premises, including without limitation the furniture, fixtures and equipment, for not less than \$1,000,000 replacement cost coverage. Landlord shall be listed as an additional-named insured on such policy of insurance. The policy of insurance shall be in a form and issued by a company or companies acceptable to Landlord and/or the holder of any mortgage on the Premises and licensed to do business in the State of New Mexico. Said policy or policies shall be delivered to



Landlord, and Tenant shall pay all premiums and other charges payable in respect to such insurance, and shall deliver to Landlord the receipt for each premium or other charge as paid, or satisfactory evidence thereof.

Section 7.03. Waiver of Subrogation. All insurance which is carried by Tenant with respect to the Premises shall contain a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives.

ARTICLE 8 COMPLIANCE WITH ORDERS, ORDINANCES, ETC.

Tenant shall promptly comply with all laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters which has jurisdiction, or any other body hereafter constituted exercising similar functions, which may be applicable to the Premises and the sidewalks and curbs adjoining the Premises or to the use or manner of use of the Premises.

ARTICLE 9 DESTRUCTION OR CONDEMNATION

Section 9.01. Total or Partial Destruction of Premises. In the event of damage to the Premises, Landlord shall have the option to rebuild or repair the Premises to the same or substantially similar condition as which existed prior to the damage. Landlord will notify Tenant of Landlord's election within thirty (30) days of the date of such destruction. Any such reconstruction will be done in compliance with applicable laws and building regulations. Such reconstruction shall commence with reasonable dispatch and shall be pursued diligently, with consideration given to delays caused by labor disputes, governmental regulations or control, fire or other casualty, inability to obtain any materials or services and other causes beyond Landlord's control. Insurance proceeds shall be deposited in escrow with an institution approved by the Landlord. Escrow instructions shall include provisions that all funds so deposited shall be used to reconstruct the damaged improvement(s) and funds shall be disbursed during the progress of reconstruction on proper architect's, engineer's or contractor's certificate. All money held in escrow after reconstruction has been completed shall be paid to Landlord.

Section 9.02. Abatement of Rent. If Landlord proceeds to and does repair such damage with reasonable dispatch, this Lease shall not terminate, but shall continue in full force and effect, except that Tenant shall be entitled to a reduction in the rent which the number of square feet in the unusable portion of the Premises interior space bears to the total number of square feet in the Premises interior space. Said reduction shall be prorated so that the base rent shall only be reduced for those days any given area is actually unusable. Notwithstanding

the foregoing provisions, in the event the Premises, or any portion thereof, shall be damaged by fire or other casualty, wholly or partially due to the fault or negligence of Tenant, its assignees, agents, employees, servants, contractors, subtenants, licensees, customers, or invitees, then, without prejudice to any other rights and remedies of Landlord, this Lease shall not terminate and there shall be no apportionment or abatement of any rent.

Section 9.03. Damage to Premises. In the event the Premises is damaged to the extent of fifty percent (50%) or more of the cost of replacement, Landlord or Tenant may elect to terminate this Lease upon giving notice of such election in writing to the other party within ninety (90) days after the occurrence of the event causing the damage.

Section 9.04. Condemnation. In the event of total or partial condemnation or taking of the Premises as aforesaid, Tenant shall have no right or cause of action against Landlord, nor shall Tenant participate in any award received by Landlord; provided, however, Tenant reserves and shall have the right to proceed independently of Landlord with any claims for compensation for damages sustained by Tenant as a result of the termination of this Lease or diminution of the leasehold estate and the value of any improvements and fixtures condemned or taken which were constructed or installed and are owned by Tenant and are located upon the Premises at the time of such condemnation or taking.

ARTICLE 10 MECHANICS' LIENS

Tenant shall not suffer or permit any mechanics' or materialman's lien to be filed against the Premises by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding any interest in the Premises or any part thereof through or under Tenant. If any such mechanics' or materialman's lien shall at any time be filed against the Premises, Tenant shall, within 30 days after actual notice of the filing, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then Landlord may discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs, and allowance. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishings of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof, nor as giving Tenant a right, power, or authority to contract for or permit the rendering of any services or the furnishings of any materials that would give rise to the filing of any mechanics' lien against Landlord's interest in the Premises.

ARTICLE 11



ASSIGNMENT AND SUBLetting

Section 11.01. Assignment by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, its rights and obligations under this Lease and in the Premises without the consent of Tenant.

Section 11.02. Assignment, Sublease, etc. by Tenant. Tenant shall not assign, mortgage, pledge, hypothecate or encumber this Lease or all or any portion of the estate hereby created or any interest herein or sublet the Premises or any portion thereof, or license the use of all or any portion of the Premises without prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion. The consent by Landlord to any matter or event requiring Landlord's consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event. Tenant shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in processing, documenting or administering any request of Tenant for Landlord's consent required pursuant to this Section.

In the event Tenant seeks Landlord's consent to an assignment or sublease, Tenant shall submit to Landlord, in writing, the name of the proposed assignee or subtenant and the nature and character of the business of the proposed assignee or subtenant, the term, use, rental rate and other particulars of the proposed subletting or assignment, including without limitation, evidence satisfactory to Landlord that the proposed subtenant or assignee is financially responsible and will immediately occupy and thereafter use the Premises (or any sublet portion thereof) for the remainder of the Term (or for the entire term of the sublease, if shorter). If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this Section, or a release of Tenant from the further performance by Tenant of covenants or duties on the part of Tenant herein contained.

Section 11.03. No Release. In the absence of an express agreement in writing to the contrary which has been executed by Landlord, no assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license hereof or hereunder shall act as a release of Tenant from any of the terms, covenants and conditions of this Lease on the part of Tenant to be kept and performed. In the event of any assignment or subletting, Tenant shall nevertheless at all times remain fully responsible and liable for the payment of the rent and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of Tenant's default hereunder, if all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from the assignee or subtenant all rents becoming due to Tenant by reason of the assignment or sublease, and Landlord shall have a security interest in all properties on the Premises to secure payment of such sums. Any collection directly by Landlord from the assignee or subtenant shall not be construed to

constitute a novation or a release of Tenant from the further performance of its obligations under this Lease.

ARTICLE 12 INDEMNIFICATION

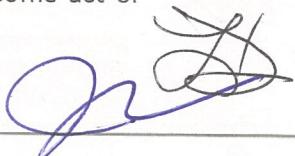
Tenant shall indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever done in and on the Premises, which is not the result of the fault or neglect of Landlord, and shall also indemnify and save Landlord harmless against and from any and all claims arising during the term of this Lease from any condition of the Premises or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or arising from any act of negligence or alleged act of negligence of Tenant, or any occupant of the Premises or any part thereof, or of its or their agents, contractors, servants, employees, invitees or licensees, or arising from any accident, injury, or damage whatsoever caused to any person or property occurring during the term of this Lease on and from and against all judgment, costs, expenses, and liabilities incurred in or about any such claim or action or proceeding brought therein.

If any action or proceeding is brought against Landlord by reason of any claim described in this Article 12, Tenant upon notice from Landlord shall defend such action or proceedings by counsel reasonably satisfactory to Landlord.

ARTICLE 13 SUBORDINATION OF LEASE; ESTOPPEL CERTIFICATE

Section 13.01. Subordination. This Lease, at Landlord's sole option, shall be subject to, and at all times subordinate to, the lien of any mortgage, deed of trust or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidation, replacements and extensions thereof. Although no instrument or act on the part of Tenant, other than the execution of this Lease, shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver such further instrument subordinating this Lease to any mortgage as may be desired by the mortgagee thereof. No subordination shall adversely affect Tenant's right to use the Premises or its occupancy thereof in accordance with and during the term of this Lease.

Section 13.02. Estoppel Certificates. Tenant agrees to furnish promptly, from time to time, upon request and within ten (10) days of request of Landlord or Landlord's mortgagee, a statement certifying, if applicable, that: Tenant is in possession of the Premises; the Premises are acceptable; this Lease of the Premises is in full force and effect; this Lease of the Premises is unmodified; Tenant claims no present charge, lien or claim of offset against the rent; the rent is paid for the current month, but is not prepaid for more than one month and will not be prepaid for more than one month in advance; there is no existing default by reason of some act or



omission by Landlord; and such other matters as may be reasonably required by Landlord or Landlord's mortgagee.

Section 13.03. Non-Production of Certificate. If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord and any prospective purchaser or encumbrancer may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease Agreement have not been changed except as otherwise represented by Landlord; (ii) that this Lease Agreement has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease Agreement. In such event, Tenant shall be estopped from denying the truth of such facts.

Section 13.04. Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure of any mortgage or encumbrance upon the Premises or in the event of exercise of the power of sale under any deed of trust made by Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

ARTICLE 14 DEFAULT BY TENANT; REMEDIES

Section 14.01. Events of Default. The occurrence of any of the following circumstances shall constitute an event of default under this Lease during its term:

A. Past due Rent pursuant to Section 2.02.

B. Default shall be made in the performance of any other covenant or agreement on the part of Tenant to be performed under this Lease, and such default shall continue for a period of thirty (30) days after notice thereof, specifying such default, shall have been given to Tenant; provided, however, in the case of a default which cannot with reasonable diligence be remedied by Tenant within a period of thirty (30) days, if Tenant shall commence within such period of thirty (30) days to remedy the default and thereafter shall prosecute the remedying of such default with all reasonable diligence, the period of time after the giving of such notice within which to remedy the default shall be extended for such period as may be necessary to remedy the same with all reasonable diligence.

C. The Premises are vacated or deserted permanently by Tenant or if they are used by Tenant for some purpose other than the use permitted under this Lease and Tenant does not cease such vacation, desertion or non-permitted use within fifteen (15) days after written notice thereof is given to Tenant by Landlord;

D. Tenant files a petition in bankruptcy, or such petition is filed against Tenant and is not dismissed within ninety (90) days of such filing;

E. Tenant makes an assignment for the benefit of its creditors; or

F. This Lease is assigned or the Premises sublet by Tenant other than in accordance with the terms of this Lease.

Section 14.02. Landlord's Remedies. In the event of Tenant's default hereunder, Landlord, at its option shall have the right to:

A. Terminate this Lease and Tenant's rights hereunder by giving Tenant written notice of its intent to terminate and specifying the date of such termination if the default is not sooner cured; such notice may be given simultaneously with the notice provided in Section 14.01 (A), (B) or (C) hereof;

B. Sue for and recover all rents and other sums, including damages, at any time, and from time to time, accruing hereunder;

C. Without terminating this Lease, to enter upon the Premises and take possession thereof for the purpose of reletting of the Premises or any part thereof, for the whole or part of the remaining term of this Lease, and to collect the rentals arising therefrom, from which rentals Landlord shall be entitled first to pay itself the expenses and costs of repossessing the Premises, as well as any costs or expenses sustained in securing new tenants for the Premises, and, thereafter, to pay itself any balance remaining on account of the liability of Tenant to Landlord or rent hereunder. If the rents so collected by Landlord after the payments aforesaid are not sufficient to pay Landlord a sum equal to the rent due hereunder, as well as the cost of any necessary repairs to the Premises, the balance of such deficiency shall be paid by Tenant on the last day of each calendar month;

D. Pursue its rights and remedies as a secured party under the UCC.

If this Lease shall terminate, it shall be lawful for Landlord at its option, without formal demand or notice of any kind, except as stated in Section 14.02 (A) hereof, to re-enter the Premises by summary, dispossess proceeding or by any other means, including force, and to remove Tenant therefrom without being liable for any damages. Tenant shall remain liable for all of its obligations to pay rent under this Lease, despite Landlord's re-entry in the event of the termination of this Lease or as stated in Section 15.02 (C) hereof and Landlord may re-rent or use the Premises as agent for Tenant at its election. Tenant shall pay any necessary costs, including reasonable attorneys' fees, expenses and other costs of collection or otherwise, which Landlord shall incur in enforcing this Lease or in recovering any and all damages caused to the Premises by Tenant.

Section 14.03. Bankruptcy of Tenant. Tenant, for and in consideration of this Lease and the demise of the Premises, hereby agrees and covenants with Landlord that should Tenant make an assignment for the benefit of creditors or should be adjudged a bankrupt, either by voluntary or involuntary proceedings, or if otherwise a receiver or trustee should be appointed



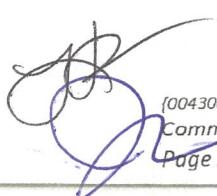
by any court of competent jurisdiction for Tenant because of any insolvency or any execution, attachment, replevin, or other court order should be issued against the Tenant or any of Tenant's property whereby the Premises or any alterations, additions, or improvements constructed or placed thereon by Tenant shall be taken or occupied or attempted to be taken or occupied by someone other than the Tenant, the occurrence of any such event shall be deemed a breach of this Lease, and, in such event, Landlord shall have the option to forthwith terminate this Lease and to re-enter the said demised premises and take possession thereof, whereupon Tenant shall quit and surrender peaceably the said demised premises to Landlord.

In no event shall this Lease be deemed an asset of Tenant after the assignment for the benefit of creditors, the adjudication in bankruptcy, the appointment of a receiver or trustee, or the issuance of Writ of Execution, a Writ of Attachment, a Writ of Replevin, or other court order against Tenant or Tenant's property whereby the demised premises or any building or buildings or alterations, addition, or improvements thereon, shall be taken or occupied or attempted to be taken or occupied by someone other than the Tenant.

Section 14.04. Landlord's Lien. As security for payment of rent, damages and all other payments required to be made by this Lease, and in addition to Landlord's other remedies hereunder, Tenant hereby grants to Landlord a lien upon all property of Tenant now or subsequently located upon the Premises. If Tenant abandons or vacates any substantial portion of the Premises or is in default in the payment of any rentals, damages or other payments required to be made by this Lease or is in default of any other provisions of this Lease, Landlord may enter upon the Premises, by picking or changing locks if necessary, and take possession of all or any part of the personal property, and may sell all or any part of the personal property at a public or private sale, in one or successive sales, with or without notice, to the highest bidder for cash, and, on behalf of Tenant, sell and convey all or part of the personal property to the highest bidder, delivering to the highest bidder all of Tenant's title and interest in the personal property shall be applied by Landlord toward the reasonable costs and expenses of the sale, including attorney's fees, and then toward the payment of all sums then due by Tenant to Landlord under the terms of this lease; any excess remaining shall be paid to Tenant or any other person entitled thereto by law.

Section 14.05. Uniform Commercial Code. This Lease is intended as and constitutes a security agreement within the meaning of the Uniform Commercial Code of the State in which the Premises are situated and, Landlord, in addition to the rights prescribed in this Lease, shall have all of the rights, titles, liens and interests in and to Tenant's property now or hereafter located upon the Premises which are granted a secured party, as that term is defined, under the Uniform Commercial Code to secure the payment to Landlord of the various amounts provided in this Lease. Tenant grants Landlord the right to file any financing statements for the purpose of perfecting Landlord's security interest under this Lease or Landlord may file this Lease or a copy thereof as a financing statement.

ARTICLE 15
REMEDIES; LIMITATION OF LIABILITY


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The specified remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the party may be lawfully entitled in case of any breach or threatened breach by the other party of any provision of this Lease. The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option in this Lease shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of the rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach, and no waiver by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by such party. In addition to the other remedies in this Lease provided, either party shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

ARTICLE 16 NOTICES

Section 16.01. Notices.

A. Any notice, demand, request, approval, or other communication (a "notice") which, under the terms of this Lease or under any statute, must or may be given by the parties, must be in writing and shall be hand-delivered, transmitted by e-mail, or sent overnight courier or by United States Mail, registered or certified, return receipt requested and postage prepaid, addressed to the respective parties at the following addresses:

If to Tenant: Assurance Laboratories, LLC
524 McKnight Ave. NW
Albuquerque, NM 87102
E-mail:

If to Landlord: RCL VII, LLC
c/o Jaynes and Associates
3106 Carolina NE
Albuquerque, New Mexico 87110
E-mail: rongjaynes@msn.com

Notices, demands, requests, and exercises served in the above manner shall be considered sufficiently given or served for all purposes under this Lease (i) upon actual receipt, if hand-delivered (ii) upon confirmation of transmission, if sent by e-mail, (iii) the next day if sent by U.S. Express Mail or overnight courier service, or (iv) five (5) days after postmark if sent by U.S. mail.

B. Either party may designate by notice in writing given in the manner specified a new person or other address to which a notice shall thereafter be so given.



ARTICLE 17 BROKERAGE

Section 17.01. Brokerage. Tenant and Landlord respectively represent and warrant to the other that no brokers were retained, used or referred to with respect to this Lease, except: Jaynes and Associates, which represents the Landlord. Landlord shall pay commissions per its separate agreement with Jaynes and Associates. Each party shall defend, indemnify and hold the other harmless from any and all costs, claims, or causes of action for any other commissions or fees resulting from its own acts.

ARTICLE 18 QUIET ENJOYMENT

Section 18.01. Quiet Enjoyment. Tenant, upon paying the rent, and all other charges provided for in this Lease and upon observing and keeping all of the covenants, agreements, and provisions of this Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Premises during the term of this Lease without hindrance or molestation.

ARTICLE 19 INVALIDITY OF PARTICULAR PROVISIONS

Section 19.01. Invalidity of Particular Provisions. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE 20 COVENANTS TO BIND AND BENEFIT THE RESPECTIVE PARTIES

Section 20.01. Covenant to Bind and Benefit the Respective Parties. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, executors, personal representative and assigns.

ARTICLE 21 MISCELLANEOUS

Section 21.01. Entire Agreement; Amendment. This Lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and completely replaces all previous and existing leases, prior negotiations, proposed agreements or understandings, whether written or oral, if any, with respect thereto. This Lease may not be changed or modified except by written agreement between the parties.

Section 21.02. Governing Law. This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New Mexico.

Section 21.03. Headings. The headings of the various Articles and Sections of this Agreement have been inserted only for the purpose of convenience, and are not a part of this Lease and shall not be deemed in any manner to modify, explain, expand or restrict any provision of this Agreement.

Section 21.04. Counterparts. This Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Section 21.05. Interest on Past Due Obligations. Any amount owed by Tenant to Landlord which is not due when paid shall bear interest at the rate of twelve percent (12%) per annum from the due date of such amount.

Section 21.06. Relationship of Parties. Nothing contained in this Lease Agreement shall be construed by the parties hereto or by any third party to create the relationship of principal and agent or of a partnership, joint venture or any association whatsoever between Tenant and Landlord, it being expressly understood and agreed that no provision contained in this Lease Agreement, nor any act or acts of the parties hereto, shall be deemed to create any relationship between Landlord and Tenant other than the relationship of a landlord and tenant.

Section 21.07. Authority to Execute. Each of Tenant and Landlord warrants and represents to the other that Tenant and Landlord have full power and authority to enter into and perform this Lease Agreement and that, upon the execution of this Lease Agreement by all parties, this Lease Agreement shall be binding upon each and enforceable in accordance with its terms.

ARTICLE 22 OBLIGATION TO PURCHASE

Section 22.01. Tenant's Purchase of the Premises. Concurrently herewith Landlord and Tenant are entering into a Purchase Agreement pursuant to which Tenant will purchase the Premises from Landlord at the expiration of this Lease.

Section 22.02. Terms of Purchase. In addition to the terms set forth in the purchase agreement, the parties further agree: (a) the security deposit held under this Lease will be applied to the earnest money deposit due under the purchase agreement, (b) no rents paid under this Lease will be applied to the purchase price, (c) the purchase is contingent on Tenant performing all of its obligations under this Lease to the date of closing, and (d) Landlord will have the right to obtain back up offers to purchase the Premises pending closing, although Landlord will not enter into any formal purchase agreements with any third parties unless Tenant defaults under the purchase agreement.



IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Lease as of the day and year first above written.

LANDLORD:

RCL VII, LLC

By: Linda Higgins-Davidson
A. Richard Higgins, Member
LINDA HIGGINS- DAVIDSON

TENANT:

Assurance Laboratories, LLC

By: John E. Duran
Its: Managing Member

ADDENDUM TO LEASE AGREEMENT

This is an addendum to that certain Commercial Lease Agreement dated 4-13-2019, between RCL, VII, LLC ("Landlord"), and Assurance Laboratories, LLC, a New Mexico LLC ("Tenant").

Cannabis business:

Section 4.02 is hereby amended to add the following sentence: "Notwithstanding any other provision to the contrary, the parties acknowledge that Tenant is engaged in the cannabis business, specifically manufacturing with respect to cannabis products, that said activities are lawful under the laws of the State of New Mexico and will be operated pursuant to and in compliance with New Mexico law, but are or may be unlawful under federal law or other law, including without limitation the Controlled Substances Act, but nevertheless, the operation of said business is in full compliance with this lease, and shall not constitute any grounds for abridgment of Tenant's rights hereunder, objection, termination under Section 14.02 or any other section hereof, adjustment of rents or any other purpose, for denial of exercise of any option or other agreement for renewal or purchase of the Premises, and this lease may not be terminated tentatively or absolutely for any reason associated with the operation of Tenant's business, as long as its operation is in compliance with New Mexico law.

Unrestricted sublease to affiliates or related parties

Section 11.01 is amended to provide that in the event of assignment by Landlord, Assignee shall have all obligations under the Lease, including without limitation all obligations pursuant to the Option to Purchase.

Section 11.02 is hereby amended to add the following paragraph: "Notwithstanding any other provision herein to the contrary, Tenant may in the sole and absolute discretion of the Tenant sublease the premises to any entity with which Tenant is affiliated, or in which John E Mancini holds any interest or any other related party.

Option to Purchase

Provided that Lessee is not then in default under the Lease, Lessor hereby grants to Lessee an exclusive option to purchase the Premises for the total purchase price of \$720,000, giving notice of exercise of said option by serving on Landlord the Notice of Exercise of Option to Purchase and signing and delivering to Landlord the Purchase Agreement attached hereto as Exhibit A, closing on said purchase to take place no later than 45 days after delivery of Notice of Exercise of Option to Purchase. Said purchase shall be "as is, where is," based solely upon Lessee's examination and familiarity with the property in all respects. Said Notice of Exercise of Option to Purchase shall be tendered by Lessee to Lessor not later than three months prior to the end of the initial term. Within five days after tender of said Notice, Lessee's earnest money deposit in the amount of \$7500, which shall be deemed partially paid by application of the lease deposit to the earnest money deposit, shall be paid to the title company designated by Tenant. At closing on the exercise of the Option to Purchase, this lease shall terminate, provided, however,



that all obligations for payment of rent and any other amounts relating to the periods through the date of closing shall, as a condition to Lessor's obligation to close on said purchase, be paid in full by Lessee no later than the date of closing.

Landlord:

RCL VII, LLC

by Enita Niggi-Dick
its member

Tenant:

ASSURANCE LABORATORIES, INC.

by John E. Moran.
its Managing Member

[Handwritten signature]

[Handwritten signature]

