

OUTDOOR GROW HOUSE KIT AGREEMENT, TERMS AND CONDITIONS

M HOME GARDENS LLC (Company)

1949 E. UNIVERSITY SUITE 210

TEMPE, ARIZONA 85281

1. Resident agrees to purchase a 6 Plant, eight (8) foot by eight (8) foot Outdoor Grow House Kit and the Growing Soils in Exhibit A.

FULL PURCHASE PRICE: \$2,237

INITIAL DEPOSIT: \$1,000

BALANCE OF PAYMENT DUE UPON DELIVERY: \$1,237, which includes sales tax and delivery up to 25 miles from our warehouse in Glendale, AZ (zipcode 85031). \$3 for each additional delivery mile.

Initial Deposit shall be made at this time and Second Payment shall be made at or prior to the delivery Outdoor Grow House Kit and Growing Soil.

2. Arizona law permits a Resident to cultivate and process up to six marijuana plants for personal use at an individual's primary residence and up to twelve plants where two 21 year old adults reside. Resident desires to take advantage of that law and will comply with that law and all other applicable laws.

3. Company warrants the Outdoor Grow House Kit for one year from delivery against defects in materials and workmanship.

4. The Outdoor Grow House Kit will be located at the Residence at the location designated by Resident. The Outdoor Grow House Kit must be located in a secure area not visible by the public, near a water source on level ground at the Residence and in such way so as to get maximum sunshine to the plants. Resident must supply a hose that can reach the Outdoor Grow House Kit from a water source. It should not be located under a tree, porch or overhang, wall, or other shaded areas. Nor should it be located within a drainage area, easement or any other area where there is an obstruction. The Resident shall be responsible for the placement and location of the Outdoor Grow House Kit on the property and shall designate and mark the South East and North East Corners of the Outdoor Grow House Kit prior to placement.

5. Resident is responsible for obtaining all building permits and Home Owners Association approvals, if required. Resident shall hold harmless and indemnify Company for all costs and expenses relating to Resident's failure to obtain such permits and approvals and Resident's cultivation and use of marijuana.

6. Resident is responsible for watering, care and cultivation of all plants in the Outdoor Grow House Kit and must do so on a regular basis to make sure the soil is moist and the plant is growing properly with good sun exposure, free from pests and critters.

7. If Resident engages Company for a Service Agreement, Company will provide care and cultivation of all plants in the Outdoor Grow House Kit. Under Company's Service Agreement, if any of the seeds do not germinate or any plant turns out to be a male plant, the Company will provide and plant a feminized auto flower replacement seed.

8. All claims arising out of this Agreement against the Company, its manager, members or agents regarding the installation and use of the Outdoor Grow House Kit, the Soils and the Service Agreement must be brought within one year of the date of delivery or be forever barred with Company's maximum liability being the Purchase Price. All claims shall be subject to arbitration in accordance with AAA arbitration rules each party to bear its own attorneys' fees and costs.

EXHIBIT A: MATERIALS

1. Outdoor Grow House Kit eight (8) ft by eight (8) ft
2. Grow Pots: six (6), twenty (20) gallon pots
3. Bags of Soil. Twelve (12), thirty-eight (38) pound bags of proprietary natural premium soil containing peat moss, organic pine bark compost, greens, worm castings and other organic matter.
4. A third party will provide Resident six (6) seeds for the Outdoor Grow House Kit ten (10) dollar credit per Seed part of Purchase Price.
5. Outdoor Grow House Kit (Standard Materials & Labor)
 - a. Treated Hardie cedarmill cement tough board for protection and stability
 - b. Custom cut treated (painted) wood to be weather and termite proof
 - c. Custom treated design panels with treated plywood
 - d. Drip system ¼" connection tubing with plant separations
 - e. Shade mesh almond color for plant sunlight exposure
 - f. Dechlorinator to clean water before reaching plant
 - g. Timer to assist with watering times for plans
 - h. On site assembly and placement of Outdoor Grow House Kit
 - i. Drip System Useable with Resident's garden hose
 - j. Secure standard swing door with butt hinges for door
 - k. Six foot height, open top
 - l. Four (4) J-hook anchors
 - m. Locking mechanism with combination lock for door
 - n. Plastic pots sized for your Outdoor Grow House Kit
 - o. On site assembly and placement of Outdoor Grow House Kit
 - p. Weed tarp ground cover
 - q. Soils quality natural soils with organic nutrient
6. Outdoor Grow House Kit with Accessories Per Separate Schedule and Costs

CERTIFICATION BY RESIDENT

1. Resident has purchased the Outdoor Grow House Kit and Growing Soils from the Company for growing and gardening various plants in the Outdoor Grow House Kit at the his/her Residence.
2. By making initial deposit for a Outdoor Grow House Kit under this Agreement, Resident hereby certifies that: (a) the above address is her/his primary Residence; (b) Resident is at least 21 years old; (c) one adult lives at the Residence; (d) The marijuana plants grown in the Outdoor Grow House Kit are for personal use only; (e) resident shall indemnify and hold harmless the Company its manager, members, and agents from and against all claims including costs, expenses and attorney's fees relating to and/or arising out of Resident's breach of this Certification; (f) That not more than six (6) plants will be cultivated in the Outdoor Grow House Kit; and (g) Resident shall comply with all laws relating to the cultivation, processing and use of the marijuana plants.

3. By placing this order you have agreed to the above terms and conditions. M HOME GARDENS LLC Terms and Conditions V 1.0 022521