



**Agricultural Equipment
Sale and Lease Agreement**

between

SAC KTF Container Holdings LLC, Seller

and

<CLIENT NAME>, Purchaser & Lessor

and

SAC SA-1 LEASE OPS LLC, Lessee

Have questions? Contact Lessor Support today at 833-585-9333

SECTION ONE - PARTIES

SAC KTF Container Holdings LLC (Seller) is a Delaware limited liability company with a principal business address of 8 The Green, Suite B, Dover, DE 19901

<CLIENT NAME> (Lessor) is a <INDIVIDUAL / LLC / Corp> with a principal business address of <CLIENT ADDRESS>

SAC SA-1 LEASE OPS LLC (Lessee) is an Oklahoma limited liability company with a principal business address of 3030 Northwest Expressway, Suite 200B, Oklahoma City, OK 73112

SECTION TWO - EQUIPMENT SALE

In consideration of <AMOUNT PAID> on <DATE>, SAC KTF Container Holdings LLC agrees to transfer title and ownership of the following agricultural grow equipment to <CLIENT NAME>:

Quantity	Item Description
2	4,000 Watt Professional Grade LED Grow Lights
1	8" Exhaust Fan with Carbon Filter
1	8" Intake Fan
2	20" Circulation Fans
28	5 Gallon Heavy Duty Plastic Buckets
28	5 Gallon Bucket Lids
28	Hydroponic Air Stones
2	Hydroponic Air Dividers
1	100' Hydroponic Air Tubing
2	Hydroponic Air Pumps
1	50L Hydroponic Clay Pebbles
1	1080P IP Camera for 24/7 Live Monitoring

All items are to be considered new and must be obtained from reputable suppliers and delivered to the following address within 60 days of sale:



Redacted for privacy of grow operations. Addresses are shown on executed lease agreements.

Serial numbers and all identifying marks must be notated and made available to <CLIENT NAME> within 14 days of delivery.

SECTION THREE - EQUIPMENT LEASE

Upon delivery of the aforementioned agricultural grow equipment to the address notated above, <CLIENT

NAME> (Lessor) agrees to lease all equipment to SAC SA-1 LEASE OPS LLC (Lessee) for use in the growth of medicinal crops.

Section Three, Part A - Lease Term

This lease is effective exactly 60 calendar days after signing and shall remain in effect for a period of 60 months with a completion date of <COMPLETION DATE>.

Section Three, Part B - Equipment Ownership

Through the term of the lease agreement, the equipment will remain the sole property of Lessor and may not be sold, bartered, traded, borrowed against, liened, or otherwise encumbered without the express written permission of Lessor.

Section Three, Part C - Lease Rate

Beginning 180 calendar days from signing, <FIRST PAY DATE>, and every 28 calendar days thereafter, Lessee agrees to pay Lessor a rate equivalent to 25% of the gross monetary sales derived from the growth of the product grown utilizing the leased equipment within the previous 28 day period.

Section Three, Part D - Production Minimum

Lessee is responsible for ensuring the successful growth, harvesting, processing, testing, marketing, and sale of all product grown utilizing the equipment contained herein. Therefore, to ensure adequate attention is being given to these tasks, Lessee agrees to a minimum production value of \$1,750.00 (One Thousand, Seven Hundred and Fifty) United States dollars per rolling 28 day period. Shall Lessee be unable to generate adequate sales, Lessee agrees to compensate Lessor for all royalties resulting from the difference of actual gross sales and the guaranteed gross sales.

Section Four, Part E - Payments

Payments are to be made every 28 calendar days via ACH transfer to the Lessor's bank account. Lessor is responsible for notifying Lessee at least 21 calendar days before any change in bank account information. Shall any payment be made 3 or more business days after the scheduled payment date, Lessee shall be liable for a late fee in the amount of 5% of the late payment amount per day until paid, with a minimum late fee of \$50.00 (Fifty United States Dollars). Lessor agrees to hold Lessee harmless for any and all valid delays out of the control of Lessee.

Section Four, Part F - Production Records & Audits

Lessee agrees to keep detailed records of all production, harvest, testing, processing, marketing, and sales activities. Lessee additionally agrees to provide Lessor access to these records at any reasonable time with adequate notice. Shall any inaccuracies be discovered in

records or payments, Lessee agrees to compensate Lessor for any and all audit costs as well as a liquidated penalty equal to 200% of the inaccuracies.

Section Five, Part G - Assignability

This lease is subject to an assignability clause allowing Lessee to sublease all equipment under a Master Sub-Lease Agreement to a licensed crop grower without notice to Lessor. Lessee still remains responsible for all responsibilities contained within this equipment lease for the entire period of the lease agreement.

Shall Lessor desire to assign their rights under this lease agreement, Lessor must notify Lessee in writing at least 60 days before the effective transfer date and pay a "Lessor Transfer Fee" of \$500. This lease may not be assigned by Lessor in the first 180 or last 60 calendar days of the lease term.

Section Five, Part H - Equipment Location

Redacted for privacy of grow operations.

All equipment is to remain at Shall Lessee wish to move any equipment to a different location, Lessee must notify Lessor at least 24 hours before removing any equipment from the location.

Section Five, Part I - Equipment Insurance & Maintenance

Lessee agrees to adequately insure all equipment contained in this lease agreement and make proof reasonably available to Lessor. Lessee also agrees to properly maintain all equipment for the entire period of the lease term to ensure continuous operation.

Section Five, Part J - Lease Termination

Lessor may end this lease at any time without notice. Lessee agrees to return all leased property to Lessor's location anywhere in the continental United States free of damage within 7 calendar days of early lease termination.

Lessee may end this lease prior to the scheduled end date of <COMPLETION DATE> by paying liquidated damages of \$350 per 28 day period remaining in the lease agreement.

Upon the scheduled end date of <COMPLETION DATE> Lessee may either return all leased property to Lessor's location anywhere in the continental United States free of damage within 7 calendar days of lease end or choose to purchase all leased equipment subject to Section Five, Part K.

Section Five, Part K - Purchase at Lease Completion

Lessor agrees that Lessee may purchase all leased equipment for a total sum of \$1.00 (One Dollar) payable to Lessee with the last scheduled lease payment. Lessor agrees to transfer free and clear ownership unencumbered by any liens, UCC-1 filings, debts, or potential legal claims.

Section Five, Part L - Indemnification

Lessee agrees to indemnify and hold Lessor harmless from any claims or loss of any kind resulting from this equipment lease agreement.

Section Six - Relationship of Parties

It is agreed that SAC KTF Container Holdings LLC and SAC SA-1 LEASE OPS LLC are separate entities for the purpose of this agreement. SAC KTF Container Holdings LLC is no longer a party to this agreement after delivery of the agricultural grow equipment to SAC SA-1 LEASE OPS LLC, their assigned grower, or the Lessor. As such, SAC KTF Container Holdings LLC is not liable for the contracted obligations of SAC SA-1 LEASE OPS LLC and vice versa.

Section Seven - Refunds

SAC KTF Container Holdings LLC is responsible for the delivery of the agricultural grow equipment described in section two, and therefore no refunds will be issued after delivery is complete.

Section Eight - Disputes

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Oklahoma or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in [insert industry or legal experience required for arbitrator] and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Section Nine - Waiver

The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Section Ten - Force Majeure

No party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

Section Eleven - Notices

Notices must be sent to the parties as notated below

To SAC KTF Container Holdings LLC must be sent via regular United States mail or Express Courier to the following address:

SAC KTF Container Holdings LLC
8 The Green
Suite B
Dover, DE 19901

To <CLIENT NAME> must be sent via regular United States mail or Express Courier to the following address:

<CLIENT NAME>
<CLIENT ADDRESS>

To SAC SA-1 LEASE OPS LLC must be sent via regular United States mail or Express Courier to the following address:

SAC SA-1 LEASE OPS LLC
3030 Northwest Expressway
Suite 200B
Oklahoma City, OK 73112

These addresses may be changed at any time with adequate notice provided to all parties at the addresses noted above.

Section Twelve - Time of Essence

Time is of the essence with respect to the performance of all of the terms, conditions and covenants of this Agreement.

Section Thirteen - Cooperation

The parties shall cooperate fully with each other to effectively carry out the intent of this Agreement and the purchase and lease of any assets as contemplated hereunder, in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein, and shall execute such instruments and perform such acts as may be reasonably requested by either party hereto.

Section Fourteen - Governing Law

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws and customs of the State of Oklahoma.

Section Fifteen - Attorneys' Fees

In the event any party to this Agreement should bring suit against the other party in respect to any matters provided for herein, the prevailing party shall be entitled to recover from the non-prevailing party its costs of court, legal expenses and reasonable attorneys' fees. As used herein, the "prevailing party" shall include, without limitation, any party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

Section Sixteen - Entire Agreement

This Agricultural Equipment Sale and Lease Agreement, together with the exhibits and schedules thereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

Section Seventeen - Severability

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

Section Eighteen - Electronic Signatures

All parties acknowledge and agree that this agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.