

SUPPLEMENTAL INFORMATION

Growing Springs Holdings

17311 Caminito Canasto

San Diego CA 92127

DATE MATERIAL EVENT: April 26, 2019

Amendment #1

Entry Into Material Agreement/Direct Financial Obligation

On or about April 26, 2019, Upper Street Marketing, Inc. ("UPPR") and Harbor Gate LLC entered into a financing agreement (the "**Harbor Gates Financing**") with two important components: (a) a \$550,000 bridge loan fundable to UPPR immediately; and (b) a \$10,000,000 equity line fundable for UPPR upon (i) UPPR's uplisting to the OTCQB and (ii) UPPR's filing of an S-1 Registration Statement with the Commission, whichever event occurs later.

The exhibit below outlines the transaction with Harbor Gate Financing that occurred.

Note: April 26, 2019

NEITHER THESE SECURITIES NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THIS NOTE DOES NOT REQUIRE PHYSICAL SURRENDER OF THE NOTE IN THE EVENT OF A PARTIAL REDEMPTION OR CONVERSION. AS A RESULT, FOLLOWING ANY REDEMPTION OR CONVERSION OF ANY PORTION OF THIS NOTE, THE OUTSTANDING PRINCIPAL SUM REPRESENTED BY THIS NOTE MAY BE LESS THAN THE PRINCIPAL SUM AND ACCRUED INTEREST SET FORTH BELOW.

10% SENIOR SECURED FIXED CONVERTIBLE PROMISSORY NOTE

OF

UPPER STREET MARKETING, INC.

AND

GROWING SPRINGS HOLDING, INC.

Issuance Date: April 26, 2019

Total Face Value of Note: \$550,000

THIS NOTE is a duly authorized 10% Senior Secured Fixed Convertible Promissory Note of Upper Street Marketing, Inc., a corporation duly organized and existing under the laws of the State of Oklahoma (the "**Company**") and Growing Springs Holding Incorporated, a corporation

duly organized and existing under the laws of the State of Oklahoma (together, with the Company, collectively, the “**Borrower**”), and is designated as the Borrower’s 10% Senior Secured Fixed Convertible Promissory Note due November 23, 2019 (“**Maturity Date**”) in the face amount of \$550,000 (the “**Note**”).

FOR VALUE RECEIVED, the Borrower hereby promises to pay to the order of **Harbor Gates Capital, LLC** or its registered assigns or successors-in-interest (the “**Holder**”) the Principal Sum of \$550,000 (the “**Principal Sum**”) and to pay “guaranteed” interest on the principal balance hereof at an amount equivalent to 10% of the Principal Sum, to the extent such Principal Sum and “guaranteed” interest and any other interest, fees, liquidated damages and/or items due to Holder herein have not been repaid or converted into the Company’s Common Stock (the “**Common Stock**”), in accordance with the terms hereof. The sum of \$500,000 shall be remitted and delivered to the Borrower, and \$50,000 shall be retained by the Holder through an original issue discount (the “**OID**”) for due diligence and legal bills related to this transaction. The OID is set at 10% of any consideration paid. The Borrower covenants that within 2 months of the Effective Date of the Note, it shall utilize approximately \$500,000 of the proceeds in the manner set forth on Schedule 1, attached hereto (the “**Use of Proceeds**”), and shall promptly provide evidence thereof to Holder, in sufficient detail as reasonably requested by Holder.

In addition to the “guaranteed” interest referenced above, upon the occurrence of an Event of Default (as defined in Section 4.00(a)), additional interest will accrue from the date of the Event of Default at the rate equal to the lower of 20% per annum or the highest rate permitted by law (the “**Default Rate**”).

This Note will become effective only upon the execution by both parties, including the execution of Exhibits B-1 and B-2, C, D, E, Schedule 1 (collectively, the “**Exhibits**”), and the Irrevocable Transfer Agent Instructions (the “**Date of Execution**”) and delivery of the initial payment of consideration by the Holder (the “**Effective Date**”). The Borrower acknowledges and agrees the Exhibits are material provisions of this Note.

This Note shall be a senior secured obligation of the Borrower, with priority over all existing and future Indebtedness (as defined below) of the Borrower as provided for herein. The obligations of the Borrower under this Note are secured pursuant to the terms of certain Deed of Trust of even date herewith by and among the Borrower, its subsidiaries, and the Holder (the “**Deed of Trust**”). So long as the Borrower shall have any obligation under this Note the Borrower shall not (directly or indirectly through any subsidiary or affiliate) incur or suffer to exist or guarantee any Indebtedness that is senior to or pari passu with (in priority of payment and performance) the Borrower’s obligations hereunder. As used herein, the term “**Indebtedness**” means (a) all indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services, including any type of letters of credit, but not including deferred purchase price obligations in place as of the Effective Date and as publicly disclosed with the United States Securities and Exchange Commission (the “**SEC**”) or with OTCMarkets.com, or its affiliates, obligations to trade creditors incurred in the ordinary course of business or other obligations in an aggregate amount less than \$500,000 whether such indebtedness now exists or shall thereafter be created, (b) all obligations of the Borrower evidenced by notes, bonds, debentures or other similar instruments, (c) purchase money indebtedness hereafter incurred by the Borrower to finance the purchase of fixed or capital assets, including all capital lease obligations of the Borrower which do not exceed the purchase price of the assets funded, (d) all guarantee obligations of the Borrower in respect of obligations

of the kind referred to in clauses (a) through (c) above that the Borrower would not be permitted to incur or enter into, and (e) all obligations of the kind referred to in clauses (a) through (d) above that the Borrower is not permitted to incur or enter into that are secured and/or unsecured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured and/or unsecured by) any lien or encumbrance on property (including accounts and contract rights) owned by the Borrower, whether or not the Borrower has assumed or become liable for the payment of such obligation.

As an investment incentive, the Company will issue to the Holder 5-year cashless warrants, exercisable at \$.25 per share for an aggregate of up to 1,500,000 shares of Common Stock.

As an investment incentive, the Company will issue to the Holder 100,000 Origination Shares (the “**Origination Shares**”), which shares shall be issued in the Holder’s name within 10 Trading Days of the Date of Execution.

For purposes hereof the following terms shall have the meanings ascribed to them below:

“**1933 Act**” means the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute.

“**Business Day**” shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the City of New York are authorized or required by law or executive order to remain closed.**

“**Fixed Conversion Price**” shall be fixed at a price per share equal to \$.20.

“**Principal Amount**” shall refer to the sum of (i) the original principal amount of this Note (including the original issue discount, prorated if the Note has not been funded in full), (ii) all guaranteed and other accrued but unpaid interest hereunder, (iii) any fees due hereunder, (iv) liquidated damages, and (v) any default payments owing under the Note, in each case previously paid or added to the Principal Amount.

“**Principal Market**” shall refer to the primary exchange or trading platform on which the Borrower’s Common Stock is traded or quoted.

“**Registrable Securities**” means (i) the shares of Common Stock issuable upon conversion of any obligation of the Company under the Note and (ii) any shares of capital stock of the Company issuable with respect to such shares of Common Stock, if any, as a result of any stock splits, stock dividends, or similar transactions, which have not been (x) included in the Registration Statement that has been declared effective by the SEC or (y) sold under circumstances meeting all of the applicable conditions of Rule 144 (or any similar provision then in force) under the 1933 Act.

“**Registration Statement**” means the registration statement of the Company filed under the 1933 Act covering the Registrable Securities.

“Trading Day” shall mean a day on which there is trading or quoting for any security on the Principal Market.

“Underlying Shares” means the shares of Common Stock into which the Note is convertible (including interest, fees, liquidated damages and/or principal payments in common stock as set forth herein) in accordance with the terms hereof.

The following terms and conditions shall apply to this Note:

Section 1.00 Repayment.

(a) The Borrower may pay this Note, in whole or in part, in cash or in other good funds, according to the following schedule:

Days Since Effective Date	Payment Amount
Under 90	130% of Principal Amount so paid
91-135	135% of Principal Amount so paid
136-210	140% of Principal Amount so paid

(b) After 210 days from the Effective Date, the Borrower may not pay this Note, in whole or in part, in cash or in other good funds, without prior written consent from Holder, which consent may be withheld, delayed, denied, or conditioned in Holder’s sole and absolute discretion. Whenever any amount expressed to be due by the terms of this Note is due on any day that is not a Business Day, the same shall instead be due on the next succeeding day that is a Business Day. Upon the occurrence of an Event of Default, the Borrower may not pay the Note, in whole or in part, in cash or in other good funds without written consent of the Holder, which consent may be withheld, delayed, denied, or conditioned in Holder’s sole and absolute discretion. Further, the Borrower shall provide the Holder with two weeks’ prior written notice of the Borrower’s determination to pay any or all of its obligations hereunder. During such two-week period, the Holder may exercise any or all of its conversion rights hereunder. In the event that the Holder does not exercise its conversion rights in respect of any or all of such noticed, prospective payment, the Borrower shall tender the full amount set forth in such notice (less any amount in respect of which the Holder has exercised its conversion rights) to the Holder within 2 Business Days following the Holder’s exercise (or notification to the Borrower of non-exercise) of the Holder’s conversion rights in respect of the amount set forth in such notice. Any such payment by the Borrower in connection with this provision shall be deemed to have been made on the date that the Holder first receives the above-referenced notice. As relevant, references in this section 1.00(b) to “Borrower” shall refer solely to “Company” in respect of any reference to “conversion rights.”

Section 2.00 Conversion.

(a) Conversion Right. Subject to the terms hereof and restrictions and limitations contained herein, the Holder shall have the right, at the Holder's sole option, at any time and from time to time to convert in whole or in part the outstanding and unpaid Principal

Amount under this Note into shares of Common Stock at the Conversion Price (defined below), but not to exceed the Restricted Ownership Percentage, as defined in Section 2.00(f). The date of any conversion notice ("**Conversion Notice**") hereunder shall be referred to herein as the "**Conversion Date**". The Fixed Conversion Price shall be equitably adjusted in the event of a forward split, stock dividend, or the like, but shall not be adjusted in the event of a reverse split, recombination, or the like.

(b) Stock Certificates or DWAC. The Company will deliver to the Holder, or Holder's authorized designee, no later than 2 Trading Days after the Conversion Date, a certificate or certificates (which certificate(s) shall be free of restrictive legends and trading restrictions if the shares of Common Stock underlying the portion of the Note being converted are eligible under a resale exemption pursuant to Rule 144(b)(1)(ii) and Rule 144(d)(1)(ii) of the 1933 Act) representing the number of shares of Common Stock being acquired upon the conversion of this Note. In lieu of delivering physical certificates representing the shares of Common Stock issuable upon conversion of this Note, provided the Company's transfer agent is participating in Depository Trust Company's ("**DTC**") Fast Automated Securities Transfer ("**FAST**") program, the Company shall instead use commercially reasonable efforts to cause its transfer agent to electronically transmit such shares issuable upon conversion to the Holder (or its designee), by crediting the account of the Holder's (or such designee's) broker with DTC through its Deposits and Withdrawal at Custodian ("**DWAC**") program (provided that the same time periods herein as for stock certificates shall apply). If the Origination Shares are registered under an active and usable registration statement or are eligible under a resale exemption pursuant to Rule 144(b)(1)(ii) and Rule 144(d)(1)(ii) of the 1933 Act, as amended, then, in regards to the Origination Shares, the Company shall be required to comply with the terms and conditions of this Section 1.00.

(c) Charges and Expenses. Issuance of Common Stock to Holder, or any of its assignees, upon the conversion of this Note shall be made without charge to the Holder for any issuance fee, transfer tax, legal opinion and related charges, postage/ mailing charge or any other expense with respect to the issuance of such Common Stock. The Company shall pay all Transfer Agent fees incurred from the issuance of the Common Stock to Holder, as well as any and all other fees and charges required by the Transfer Agent as a condition to effectuate such issuance. Any such fees or charges, as noted in this Section that are paid by the Holder (whether from the Company's delays, outright refusal to pay, or otherwise), will be automatically added to the Principal Sum of the Note and tack back to the Effective Date for purposes of Rule 144.

(d) Delivery Timeline. If the Company fails to deliver to the Holder such certificate or certificates (or shares through the DWAC program) pursuant to this Section (free of any restrictions on transfer or legends, if eligible) prior to 3 Trading Days after the Conversion Date, the Company shall pay to the Holder as liquidated damages an amount equal to \$2,000 per day, until such certificate or certificates are delivered. The Company acknowledges that it would be extremely difficult or impracticable to determine the Holder's actual damages and costs resulting from a failure to deliver the Common Stock and the inclusion herein of any such additional amounts are the agreed upon liquidated damages representing a reasonable estimate of those damages and costs. Such liquidated damages will be automatically added to the Principal Sum of the Note and tack back to the Effective Date for purposes of Rule 144.

(e) Reservation of Underlying Securities. The Company covenants that it will at all times reserve and keep available for Holder, out of its authorized and unissued Common

Stock solely for the purpose of issuance upon conversion of this Note, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holder, **five times** the number of shares of Common Stock as shall be issuable (taking into account the adjustments under this Section 2.00, but without regard to any ownership limitations contained herein) upon the conversion of this Note (consisting of the Principal Amount), under the formula in Section 3.00(c), to Common Stock (the “**Required Reserve**”). The Company covenants that all shares of Common Stock that shall be issuable will, upon issue, be duly authorized, validly issued, fully-paid, non-assessable and freely-tradable (if eligible). If the amount of shares on reserve in Holder’s name at the Company’s transfer agent for this Note shall drop below the Required Reserve, the Company will, within 2 Trading Days of notification from Holder, instruct the transfer agent to increase the number of shares so that the Required Reserve is met. In the event that the Company does not instruct the transfer agent to increase the number of shares so that the Required Reserve is met, the Holder will be allowed, if applicable, to provide this instruction as per the terms of the Irrevocable Transfer Agent Instructions attached to this Note. The Company agrees that the maintenance of the Required Reserve is a material term of this Note and any breach of this Section 2.00(e) will result in a default of the Note.

(f) Conversion Limitation. The Holder will not submit a conversion to the Company that would result in the Holder beneficially owning more than 9.99% of the then-total outstanding shares of the Company (“**Restricted Ownership Percentage**”).

(g) Conversion Delays. If the Company fails to deliver shares in accordance with the timeframe stated in Section 2.00(b), the Holder, at any time prior to selling all of those shares, may rescind any portion, in whole or in part, of that particular conversion attributable to the unsold shares. The rescinded conversion amount will be returned to the Principal Sum with the rescinded conversion shares returned to the Company, under the expectation that any returned conversion amounts will tack back to the Effective Date.

(h) Shorting and Hedging. Holder may not engage in any “shorting” or “hedging” transaction(s) in the Common Stock of the Company prior to conversion.

(i) Conversion Right Unconditional. If the Holder shall provide a Conversion Notice as provided herein, the Company's obligations to deliver Common Stock shall be absolute and unconditional, irrespective of any claim of setoff, counterclaim, recoupment, or alleged breach by the Holder of any obligation to the Company.

Section 3.00 Registration of Underlying Securities

(a) The Company shall use its best efforts to, within sixty (60) days of the Effective Date, file with the SEC a Registration Statement or Registration Statements (as is necessary) on Form S-1 (or, if such form is unavailable for such a registration, on such other form as is available for such registration), covering the resale of 3,025,000 shares of the Registrable Securities, which Registration Statement(s) shall state that, in accordance with Rule 416 promulgated under the 1933 Act, such Registration Statement also covers such indeterminate number of additional shares of Common Stock as may become issuable upon stock splits, stock dividends or similar transactions. The Company shall initially register for resale 3,025,000 shares of Registrable Securities except to the extent that the SEC requires the share amount to be reduced as a condition of effectiveness.

(b) The Company shall use commercially reasonable efforts to have the Registration Statement(s) declared effective by the SEC within ninety (90) days but no more than one hundred twenty (120) days after the Company has filed the Registration Statement(s).

(c) Notwithstanding the registration obligations set forth in Section 3.00(a), if the staff of the SEC (the “**Staff**”) or the SEC informs the Company that all of the unregistered Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single Registration Statement, the Company agrees to promptly (i) inform the Investor and use its commercially reasonable efforts to file amendments to the Registration Statement as required by the SEC and/or (ii) withdraw the Registration Statement and file a new registration statement (the “**New Registration Statement**”), in either case covering the maximum number of Registrable Securities permitted to be registered by the SEC, on Form S-1 to register for resale the Registrable Securities as a secondary offering. If the Company amends the Registration Statement or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, the Company shall use its commercially reasonable efforts to file with the SEC, as promptly as allowed by the Staff or SEC, one or more registration statements on Form S-1 to register for resale those Registrable Securities that were not registered for resale on the Registration Statement, as amended, or the New Registration Statement. Additionally, the Company shall have the ability to file one or more New Registration Statements to cover the Registrable Securities once the shares under the initial Registration Statement referenced in this Section have been sold.

Section 4.00 Defaults and Remedies.

(a) Events of Default. An “**Event of Default**” is: (i) a default in payment of any amount due hereunder; (ii) a default in the timely issuance of underlying shares upon and in accordance with terms of Section 2.00, which default continues for 2 Trading Days after the Company has failed to issue shares or deliver stock certificates within the 3rd Trading Day following the Conversion Date; (iii) if the Company does not issue the press release or file the Supplemental Information statement in accordance with the provisions and the deadlines referenced Section 6.00(i); (iv) failure by the Borrower for 3 days after notice has been received by the Borrower to comply with any material provision of this Note; (v) any representation or warranty of the Borrower in this Note that is found to have been incorrect in any material respect when made, including, without limitation, the Exhibits; (vi) failure of the Company to remain compliant with DTC, thus incurring a “chilled” status with DTC; (vii) any default of any mortgage, indenture or instrument which may be issued, or by which there may be secured or evidenced any indebtedness, for money borrowed by the Borrower or for money borrowed, whether such indebtedness now exists or shall be created hereafter; (viii) if the Borrower is subject to any Bankruptcy Event; (ix) any failure of the Company to satisfy its “filing” obligations under Securities Exchange Act of 1934, as amended (the “**1934 Act**”) and the rules and guidelines issued by OTC Markets News Service, OTCMarkets.com and their affiliates; (x) failure of the Borrower to remain in good standing under the laws of its state of domicile; (xi) any failure of the Company to provide the Holder with information related to its corporate structure including, but not limited to, the number of authorized and outstanding shares, public float, etc. within 1 Trading Day of request by Holder; (xii) failure by the Company to maintain the Required Reserve in accordance with the terms of Section 2.00(e); (xiii) failure of Borrower’s Common Stock to maintain a closing bid price in its Principal Market for more than 3 consecutive Trading Days; (xiv) any delisting from a Principal Market for any reason;

(xv) failure by Company to pay any of its Transfer Agent fees in excess of \$2,000 or to maintain a Transfer Agent of record; (xvi) failure by Company to notify Holder of a change in Transfer Agent within 24 hours of such change; (xvii) any trading suspension imposed by the SEC under Sections 12(j) or 12(k) of the 1934 Act; (xviii) failure by the Company to meet all requirements necessary to satisfy the availability of Rule 144 to the Holder or its assigns, including but not limited to the timely fulfillment of its filing requirements as a fully-reporting issuer registered with the SEC, requirements for XBRL filings, and requirements for disclosure of financial statements on its website; (xix) failure of the Borrower to abide by the Use of Proceeds or failure of the Borrower to inform the Holder of a change in the Use of Proceeds; (xx) failure of the Borrower to abide by the terms of the right of first refusal contained in Section 6.00(k); (xxi) failure by the Company to file the Registration Statement on Form S-1 with the SEC on or before the date that is 2 months after the Effective Date; (xxii) the Company files the Form S-1 with the SEC on or before the date which is 6 months after the Effective Date but later withdraws it; or (xxiii) failure by the Company to use commercially reasonable efforts to have the Form S-1 declared effective on or before the date that is 3 months after the Effective Date.

(b) Remedies. If an Event of Default occurs, the outstanding Principal Amount of this Note owing in respect thereof through the date of acceleration, shall become, at the Holder's election, immediately due and payable in cash at the "**Mandatory Default Amount**". The Mandatory Default Amount means 40% of the outstanding Principal Amount of this Note, will be automatically added to the Principal Sum of the Note and tack back to the Effective Date for purposes of Rule 144. Commencing 5 days after the occurrence of any Event of Default that results in the eventual acceleration of this Note, this Note shall accrue additional interest, in addition to the Note's "guaranteed" interest, at a rate equal to the lesser of 20% per annum or the maximum rate permitted under applicable law. In connection with such acceleration described herein, the Holder need not provide, and the Issuer hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of the Note until such time, if any, as the Holder receives full payment pursuant to this Section 4.00(b). No such rescission or annulment shall affect any subsequent event of default or impair any right consequent thereon. Nothing herein shall limit the Holder's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon conversion of the Note as required pursuant to the terms hereof.

(c) Variable Conversion Price. If the Note is not retired on or before the Maturity Date, then at any time and from time to time after the Maturity Date, and subject to the terms hereof and restrictions and limitations contained herein, the Holder shall have the right, at the Holder's sole option, to convert in whole or in part the outstanding and unpaid Principal Amount under this Note into shares of Common Stock at the Variable Conversion Price. The "**Variable Conversion Price**" (together with the Fixed Conversion Price, the "**Conversion Price**") shall be equal to the lower of: (a) the Fixed Conversion Price or (b) 60% of the lowest trading price of the Company's common stock during the 15 consecutive Trading Days prior to the date on which Holder elects to convert all or part of the Note. For the purpose of calculating the Variable Conversion Price only, any time after 4:00 pm Eastern Time (the

closing time of the Principal Market) shall be considered to be the beginning of the next Business Day. If the Company is placed on "chilled" status with the DTC, the discount shall be increased by 10%, *i.e.*, from 40% to 50%, until such chill is remedied. If the Company is not DWAC eligible through their Transfer Agent and DTC's FAST system, the discount will be increased by 5%, *i.e.*, from 40% to 45%. In the case of both, the discount shall be a cumulative increase of 15%, *i.e.*, from 40% to 55%.

Section 5.00 Representations and Warranties of Holder.

Holder hereby represents and warrants to the Borrower that:

(a) Holder is an "accredited investor," as such term is defined in Regulation D of the 1933 Act and will acquire this Note and the Underlying Shares (collectively, the "**Securities**") for its own account and not with a view to a sale or distribution thereof as that term is used in Section 2(a)(11) of the 1933 Act, in a manner which would require registration under the 1933 Act or any state securities laws. Holder has such knowledge and experience in financial and business matters that such Holder is capable of evaluating the merits and risks of the Securities. Holder can bear the economic risk of the Securities, has knowledge and experience in financial business matters and is capable of bearing and managing the risk of investment in the Securities. Holder recognizes that the Securities have not been registered under the 1933 Act, nor under the securities laws of any state and, therefore, cannot be resold unless the resale of the Securities is registered under the 1933 Act or unless an exemption from registration is available. Holder has carefully considered and has, to the extent Holder believes such discussion necessary, discussed with its professional, legal, tax and financial advisors, the suitability of an investment in the Securities for its particular tax and financial situation and its advisers, if such advisers were deemed necessary, and has determined that the Securities are a suitable investment for it. Holder has not been offered the Securities by any form of general solicitation or advertising, including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine, or other similar media or television or radio broadcast or any seminar or meeting where, to Holders' knowledge, those individuals that have attended have been invited by any such or similar means of general solicitation or advertising. Holder has had an opportunity to ask questions of and receive satisfactory answers from the Borrower, or any person or persons acting on behalf of the Borrower, concerning the terms and conditions of the Securities and the Borrower, and all such questions have been answered to the full satisfaction of Holder. The Borrower has not supplied Holder any information regarding the Securities or an investment in the Securities other than as contained in this Agreement, and Holder is relying on its own investigation and evaluation of the Borrower and the Securities and not on any other information.

(b) The Holder is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its incorporation and has all requisite corporate power and authority to carry on its business as now conducted. The Holder is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

(c) All limited liability company action has been taken on the part of the Holder, its officers, directors, managers and members necessary for the authorization, execution and delivery of this Note. The Holder has taken all limited liability company action required to make all of the obligations of the Holder reflected in the provisions of this Note, valid and enforceable obligations.

(d) Each certificate or instrument representing Securities will be endorsed with the following legend (or a substantially similar legend), unless or until registered under the 1933 Act or exempt from registration:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT COVERING SUCH SECURITIES, THE TRANSFER IS MADE IN COMPLIANCE WITH RULE 144 PROMULGATED UNDER SUCH ACT OR THE COMPANY RECEIVES AN OPINION OF COUNSEL FOR THE HOLDER OF THESE SECURITIES WHICH IS REASONABLY SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH ACT.

Section 6.00 General.

(a) Payment of Expenses. The Borrower agrees to pay all reasonable charges and expenses, including attorneys' fees and expenses, which may be incurred by the Holder in successfully enforcing this Note and/or collecting any amount due under this Note.

(b) Assignment, Etc. The Holder may assign or transfer this Note to any transferee at its sole discretion. This Note shall be binding upon the Borrower and its successors and shall inure to the benefit of the Holder and its successors and permitted assigns.

(c) Amendments. This Note may not be modified or amended, or any of the provisions of this Note waived, except by written agreement of the Borrower and the Holder.

(d) Funding Window. The Company agrees that it will not enter into a convertible debt financing transaction, including 3(a)(9) and 3(a)(10) transactions, with any party other than the Holder for a period of 45 Trading Days following the Effective Date. The Company agrees that this is a material term of this Note and any breach of this will result in a default of the Note.

(e) Terms of Future Financings. So long as this Note is outstanding, upon any issuance by the Borrower or any of its subsidiaries of any convertible debt security (whether such debt begins with a convertible feature or such feature is added at a later date) with any term more favorable to the holder of such security or with a term in favor of the holder of such security that was not similarly provided to the Holder in this Note, then the Borrower shall notify the Holder of such additional or more favorable term and such term, at the Holder's option, shall become a part of this Note and its supporting

documentation.. The types of terms contained in the other security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, terms addressing maturity, conversion look back periods, interest rates, original issue discount percentages and warrant coverage.

(f) Governing Law; Jurisdiction.

(i) *Governing Law.* This Note will be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Puerto Rico without regard to any conflicts of laws or provisions thereof that would otherwise require the application of the law of any other jurisdiction.

(ii) *Jurisdiction and Venue.* Any dispute, claim, suit, action or other legal proceeding arising out of or relating to this Note or the rights and obligations of each of the parties shall be brought only in the San Juan, Puerto Rico or in the federal courts of the United States of America located in San Juan, Puerto Rico.

(iii) *No Jury Trial.* The Borrower hereto knowingly and voluntarily waives any and all rights it may have to a trial by jury with respect to any litigation based on, or arising out of, under, or in connection with, this Note.

(iv) *Delivery of Process by the Holder to the Borrower.* In the event of an action or proceeding by the Holder against the Borrower, and only by the Holder against the Borrower, service of copies of summons and/or complaint and/or any other process that may be served in any such action or proceeding may be made by the Holder via U.S. Mail, overnight delivery service such as FedEx or UPS, email, fax, or process server, or by mailing or otherwise delivering a copy of such process to the Borrower at its last known attorney as set forth in its most recent SEC filing.

(v) *Notices.* Any notice required or permitted hereunder (including Conversion Notices) must be in writing and either personally served, sent by facsimile or email transmission, or sent by overnight courier. Notices will be deemed effectively delivered at the time of transmission if by facsimile or email, and if by overnight courier the business day after such notice is deposited with the courier service for delivery.

(g) No Bad Actor. No officer or director of the Borrower would be disqualified under Rule 506(d) of the 1933 Act, as amended, on the basis of being a "bad actor" as that term is established in the September 13, 2013 Small Entity Compliance Guide published by the SEC.

(h) Usury. If it shall be found that any interest or other amount deemed interest due hereunder violates any applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Borrower covenants (to the extent that it may lawfully do so) that it will not seek to claim or take advantage of any law that would prohibit or forgive the Borrower from paying all or a portion of the principal, fees, liquidated damages or interest on this Note.

(i) Securities Laws Disclosure; Publicity. The Company shall (a) by 9:30 a.m. Eastern Time on the Trading Day immediately following the Date of Execution, issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) file a Supplemental Information

statement, including, at the sole discretion of the Holder, a copy of this Note as an exhibit thereto, with OTCMarkets.com within the 4 days of the Effective Date. From and after the filing of such press release, the Company represents to the Holder that it shall have publicly disclosed all material, non-public information delivered to the Holder by the Company, or any of its officers, directors, employees, or agents in connection with the transactions contemplated by this Note. The Borrower and the Holder shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Borrower nor the Holder shall issue any such press release nor otherwise make any such public statement without the prior consent of the Borrower, with respect to any press release of the Holder, or without the prior consent of the Holder, with respect to any press release of the Borrower, none of which consents shall be unreasonably withheld, delayed, denied, or conditioned except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of the Holder, or include the name of the Holder in any filing with the SEC or any regulatory agency or Principal Market, without the prior written consent of the Holder, except to the extent such disclosure is required by law or Principal Market regulations, in which case the Company shall provide the Holder with prior notice of such disclosure permitted hereunder.

The Borrower agrees that this is a material term of this Note and any breach of this Section 6.00(i) will result in a default of the Note.

(j) Attempted Below-par Issuance. In the event that the Holder delivers a Conversion Notice to the Company and, if as of such date, (i) the Conversion Price would be less than par value of the Company's Common Stock and (ii) within three business days of the delivery of the Conversion Notice, the Company shall not have reduced its par value such that all of the requested conversion transaction may then be accomplished, then the Company and the Holder shall utilize the following conversion protocol for Par Value Adjustment. The Holder shall transmit to the Company: (X) a "preliminary" Conversion Notice for the full number of shares of Common Stock that would be issued at the Conversion Price without regard to any below-par value conversion issues; followed by (Y) a "par value" Conversion Notice for the number of shares of Common Stock with the Conversion Price increased from the "preliminary" Conversion Price to a Conversion Price at par value; and, finally, (Z) a "liquidated damages" Conversion Notice for that number of shares of Common Stock that represents the difference between the "preliminary" Conversion Notice full number of shares and the "par value" Conversion Notice limited number of shares. The Conversion Price of such "liquidated damages Common Shares" would be the par value of the Common Stock. Accordingly, through this protocol, the Company would issue, in two transactions, an amount of shares of its Common Stock equivalent to the full number of shares of Common Stock that would have been issued in accordance with the "preliminary" Conversion Notice without regard to any below-par value conversion issues. In the event that the Holder is precluded from exercising any or all of its conversion rights hereunder as a result of a proposed "below par" conversion, the Company agrees that, in lieu of actual damages for such failure, liquidated damages may be assessed and recovered by the Holder without being required to present any evidence of the amount or character of actual damages sustained by reason thereof. The amount of such liquidated damages shall be an amount equivalent to the trading price utilized in the "preliminary" Conversion Notice multiplied by the number of shares calculated on the "liquidated damages" Conversion Notice. Such amount shall be assessed and become immediately due and payable to the Holder (at its election) in the form of a (i) cash payment, (ii) an addition to the Principal Sum of this

Note, or (iii) the immediate issuance of that number of shares of Common Stock as calculated on the "liquidated damages" Conversion Notice. Such liquidated damages are intended to represent estimated actual damages and are not intended to be a penalty, but, by virtue of their genesis and subject to the election of the Holder (as set forth in the immediately preceding sentence), will be automatically added to the Principal Sum of the Note and tack back to the Effective Date for purposes of Rule 144, as the Company's failure to maintain the par value of its Common Stock at an amount that would not result in a "below par" conversion failure is equivalent to a default as of the Issuance Date of the Note.

(k) Right of First Refusal. From and after the date of this Note and at all times hereafter while the Note is outstanding, the Parties agree that, in the event that the Borrower receives any written or oral proposal (the "**Proposal**") containing one or more offers to provide additional capital or equity or debt financing (the "**Financing Amount**"), the Borrower agrees that it shall provide a copy of all documents received relating to the Proposal together with a complete and accurate description of the Proposal to the Holder and all amendments, revisions, and supplements thereto (the "**Proposal Documents**") no later than 3 business days from the receipt of the Proposal Documents. Following receipt of the Proposal Documents from the Borrower, the Holder shall have the right (the "**Right of First Refusal**"), but not the obligation, for a period of 5 business days thereafter (the "**Exercise Period**"), to invest, at similar or better terms to the Borrower, an amount equal to or greater than the Financing Amount, upon written notice to the Borrower that the Holder is exercising the Right of First Refusal provided hereby. In furtherance of the Right of First Refusal, the Borrower agrees that it will cooperate and assist the Holder in conducting a due diligence investigation of the Borrower and its corporate and financial affairs and promptly provide the Holder with information and documents that the Holder may reasonably request so as to allow the Holder to make an informed investment decision. However, the Borrower and the Holder agree that the Holder shall have no more than 5 business days from and after the expiration of the Exercise Period to exercise its Right of First Refusal hereunder. This Right of First Refusal shall extend to all purchases of debt held by, or assigned to or from, current stockholders, vendors, or creditors, all transactions under Sections 3(a)(9) and/or 3(a)(10) of the 1933 Act and all equity line-of-credit transactions. In the event that the Borrower does enter into, or makes any issuance of Common Stock related to a 3(a)(9) Transaction or a 3(a)(10) Transaction while this Note is outstanding, without giving Right of First Refusal to the Holder, a liquidated damages charge of 25% of the outstanding principal balance of this Note, but not less than \$25,000, will be assessed and will become immediately due and payable to the Holder at its election in the form of cash payment or addition to the balance of this Note. Such liquidated damages will be automatically added to the Principal Sum of the Note and tack back to the Effective Date for purposes of Rule 144. As relevant, references in this section 6.00(k) to "Sections 3(a)(9) and/or 3(a)(10) of the 1933 Act and all equity line-of-credit transactions" shall refer solely to "Company" in respect thereof.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Borrowers have caused this 10% Senior Secured Fixed Convertible Promissory Note to be duly executed on the day and in the year first above written.

UPPER STREET MARKETING, INC.

By: _____

Name:

Title:

Email:

Address:

GROWING SPRINGS HOLDING INCORPORATED

By: _____

Name:

Title:

Email:

Address:

[Signature Page of Holder Follows.]

This 10% Senior Secured Fixed Convertible Promissory Note of April 23, 2019 is accepted
this ____ day of _____, 2019 by

HARBOR GATES CAPITAL, LLC

By: _____

Name:

Title: Managing Member

[Signature Page of Holder to Note.]

EXHIBIT A - FORM OF CONVERSION NOTICE

(To be executed by the Holder in order to convert all or part of that certain \$550,000 10% Senior Secured Fixed Convertible Promissory Note identified as the Note)

DATE: _____

FROM: Harbor Gates Capital, LLC

Re: \$550,000 10% Senior Secured Fixed Convertible Promissory Note (this "**Note**") originally issued by (i) Upper Street Marketing, Inc., a Oklahoma corporation, and (ii) Growing Springs Holding, Inc., to Harbor Gates Capital, LLC on April 23, 2019.

The undersigned, on behalf of **Harbor Gates Capital, LLC**, hereby elects to convert \$_____ of the aggregate outstanding Principal Amount (as defined in the Note) indicated below of this Note into shares of Common Stock, \$0.0001 par value per share, of Upper Street Marketing, Inc. (the "**Company**"), according to the conditions hereof, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any. The undersigned represents as of the date hereof that, after giving effect to the conversion of this Note pursuant to this Conversion Notice, the undersigned will not exceed the "Restricted Ownership Percentage" contained in this Note.

Conversion information:

Date to Effect Conversion

Aggregate Principal Sum of Note Being Converted

Aggregate Interest/Fees of Principal Amount Being Converted

Remaining Principal Sum

Number of Shares of Common Stock to be Issued

Applicable Conversion Price

Signature

Name

Address

EXHIBIT B- 1

WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF

UPPER STREET MARKETING, INC.

The undersigned, being directors of Upper Street Marketing, Inc., a Nevada corporation (the "**Borrower**"), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

Convertible Note with Harbor Gates Capital, LLC

The board of directors of the Borrower has reviewed and authorized the following documents relating to the issuance of a 10% Senior Secured Fixed Convertible Promissory Note in the amount of \$550,000 with Harbor Gates Capital, LLC.

The documents agreed to and dated April 23, 2019 are as follows:

10% Senior Secured Fixed Convertible Promissory Note of Upper Street Marketing, Inc.

Irrevocable Transfer Agent Instructions

Certificate of Corporate Secretary

Disbursement Instructions

Schedule 1 – Use of Proceeds

The board of directors further agree to authorize and approve the issuance of shares to the Holder at Conversion prices that are below the Borrower's then-current par value.

IN WITNESS WHEREOF, the undersigned member(s) of the board of the Borrower executed this unanimous written consent as of April 23, 2019.

By:

Its:

EXHIBIT B- 2

WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF

GROWING SPRINGS HOLDINGS, INC.

The undersigned, being directors of Growing Springs Holdings, Inc., a Nevada corporation (the "***Borrower***"), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

Convertible Note with Harbor Gates Capital, LLC

The board of directors of the Borrower has reviewed and authorized the following documents relating to the issuance of a 10% Senior Secured Fixed Convertible Promissory Note in the amount of \$550,000 with Harbor Gates Capital, LLC.

The documents agreed to and dated April 23, 2019 are as follows:

10% Senior Secured Fixed Convertible Promissory Note of Upper Street Marketing, Inc.

Irrevocable Transfer Agent Instructions

Certificate of Corporate Secretary

Disbursement Instructions

Schedule 1 – Use of Proceeds

The board of directors further agree to authorize and approve the issuance of shares to the Holder at Conversion prices that are below the Borrower's then-current par value.

IN WITNESS WHEREOF, the undersigned member(s) of the board of the Borrower executed this unanimous written consent as of April 23, 2019.

By:

Its:

EXHIBIT C

**NOTARIZED CERTIFICATE OF CORPORATE SECRETARY OF
UPPER STREET MARKETING, INC.**

(Two Pages)

The undersigned, Joseph Earle, is the duly elected Corporate Secretary of Upper Street Marketing, Inc., a Nevada corporation (the “**Company**”).

I hereby warrant and represent that I have undertaken a complete and thorough review of the Company’s corporate and financial books and records, including, but not limited to, the Company’s records relating to the following:

- (A) The issuance of that certain convertible promissory note dated April 23, 2019 (the “**Note Issuance Date**”) issued to Harbor Gates Capital, LLC (the “**Holder**”) in the stated original principal amount of \$550,000 (the “**Note**”);
- (B) The Company’s Board of Directors duly approved the issuance of the Note to the Holder;
- (C) The Company has not received and does not contemplate receiving any new consideration from any persons in connection with any later conversion of the Note and the issuance of the Company’s Common Stock upon any said conversion;
- (D) To my best knowledge and after completing the aforementioned review of the Company’s stockholder and corporate records, I am able to certify that the Holder (and the persons affiliated with the Holder) are not officers, directors, or directly or indirectly, ten percent (10.00%) or more stockholders of the Company and none of said persons has had any such status in the one hundred (100) days immediately preceding the date of this Certificate;
- (E) The Company’s Board of Directors has approved duly adopted resolutions approving the Irrevocable Instructions to the Company’s Stock Transfer Agent dated April 23, 2019;
- (F) Mark the appropriate selection:

___ The Company represents that it is not a "shell company," as that term is defined in Section 12b-2 of the Securities Exchange Act of 1934, as amended, and has never been a shell company, as so defined; or

___ The Company represents that (i) it was a "shell company," as that term is defined in Section 12b-2 of the Securities Exchange Act of 1934, as amended, (ii) since ____, 201__, it has no longer been a shell company, as so defined, and (iii) on ____, 201__, it provided Form 10-type information in a filing with the United States Securities and Exchange Commission.

- (G) I understand the constraints imposed under Rule 144 on those persons who are or may be deemed to be "affiliates," as that term is defined in Rule 144(a)(1) of the Securities Act of 1933, as amended.
- (H) I understand that all of the representations set forth in this Certificate will be relied upon by counsel to Harbor Gates Capital, LLC in connection with the preparation of a legal opinion.

I hereby affix my signature to this Notarized Certificate and hereby confirm the accuracy of the statements made herein.

Signed: _____ **Date:** _____

Name: _____ **Title:** _____

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS _____ DAY OF _____
2019.

Commission Expires: _____

Notary Public

EXHIBIT D

(Two Pages)

TO: Harbor Gates Capital, LLC

FROM: Upper Street Marketing, Inc. and Growing Springs Holding, Inc. (collectively, the
"Borrower")

DATE: April 23, 2019

RE: Disbursement of Funds

Pursuant to that certain 10% Senior Secured Fixed Convertible Promissory Note between the parties listed above and dated April 23, 2019, a disbursement of funds will take place in the amount and manner described below:

<u>Please disburse to:</u>	
Amount to disburse:	\$300,000
Form of distribution	Wire
Name	
Borrower Address	
Wire Instructions:	Bank: ABA Routing Number: Account Number:

	SWIFT Code: Account Name: Phone:
--	--

<u>Please disburse to:</u>	
Amount to disburse:	\$200,000
Form of distribution	Wire
Name	
Borrower Address	
Wire Instructions:	Bank: ABA Routing Number: Account Number: SWIFT Code: Account Name: Phone:

TOTAL: \$500,000

For: Upper Street Marketing, Inc.

By: _____ Dated: April 23, 2019

Name:

Its:

For: Growing Springs Holdings, Inc.

By: _____ Dated: April 23, 2019

Name:

Its:

EXHIBIT E

UPPER STREET MARKETING, INC.'S CAPITALIZATION TABLE AS OF APRIL 23, 2019

**COMMON STOCK AND COMMON STOCK EQUIVALENTS
ISSUED, OUTSTANDING AND RESERVED**

DESCRIPTION	AMOUNT
Authorized Common Stock	
Authorized Capital Stock	
Authorized Common Stock	200,000,000
Issued Common Stock	82,801,426
Outstanding Common Stock	82,801,426
Treasury Stock	0
*Authorized, but unissued	117,198,574
Authorized Preferred Stock	0
Issued Preferred Stock	0
Reserved for Equity Incentive Plans	5,000,000
Reserved for Convertible Debt	00
Reserved for Options and Warrants	50,000,000
Reserved for Other Purposes	00
TOTAL COMMON STOCK AND COMMON STOCK EQUIVALENTS OUTSTANDING	137,801,426

* This number includes all shares reserved for Convertible Debt

Note: If not applicable, enter "n/a" or "zero" in Column 2.

CURRENT DEBT AND LIABILITIES TABLE

CONVERTIBLE PROMISSORY NOTE BALANCES AND PROMISSORY NOTE BALANCES

DESCRIPTION	ISSUANCE DATE	AMOUNT
Convertible Promissory Note		0
Promissory Note		0

Other Debt and Liabilities		0

Note: If not applicable, enter "n/a" or "zero" in Column 2.

To my best knowledge and after completing the aforementioned review of the Borrower's stockholder and corporate records, I am able to certify the accuracy of the statements made herein.

UPPER STREET MARKETING, INC.

By: _____

Dated: April 23, 2019

Name:

Title:

SCHEDULE 1

USE OF PROCEEDS

Pursuant to that certain 10% Senior Secured Fixed Convertible Promissory Note between the parties listed above and dated April 23, 2019, the Borrower covenants that it will, within, 2 month(s) of the Effective Date of the Note, use approximately \$550,000 of the proceeds in the manner set forth below (the "*Use of Proceeds*"):

Hemp seed, Nutrients and Cultivations costs

UPPER STREET MARKETING, INC.

By: _____

Dated: April 23, 2019

Name:

Title:

EXHIBIT B- 1

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
UPPER STREET MARKETING, INC.**

The undersigned, being directors of Upper Street Marketing, Inc., a Nevada corporation (the "***Borrower***"), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

Convertible Note with Harbor Gates Capital, LLC

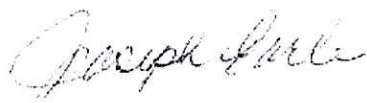
The board of directors of the Borrower has reviewed and authorized the following documents relating to the issuance of a 10% Senior Secured Fixed Convertible Promissory Note in the amount of \$50,000 with Harbor Gates Capital, LLC.

The documents agreed to and dated April 23, 2019 are as follows:

10% Senior Secured Fixed Convertible Promissory Note of Upper Street Marketing, Inc.
Irrevocable Transfer Agent Instructions
Certificate of Corporate Secretary

The board of directors further agree to authorize and approve the issuance of shares to the Holder at Conversion prices that are below the Borrower's then-current par value.

IN WITNESS WHEREOF, the undersigned member(s) of the board of the Borrower executed this unanimous written consent as of April 23, 2019.



By: Joseph Earle

Its: President and CEO

EXHIBIT B- 2

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
GROWING SPRINGS HOLDINGS, INC.**

The undersigned, being directors of Growing Springs Holdings, Inc., a Nevada corporation (the "**Borrower**"), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

Convertible Note with Harbor Gates Capital, LLC

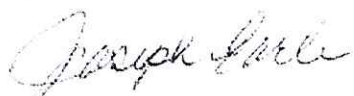
The board of directors of the Borrower has reviewed and authorized the following documents relating to the issuance of a 10% Senior Secured Fixed Convertible Promissory Note in the amount of \$50,000 with Harbor Gates Capital, LLC.

The documents agreed to and dated April 23, 2019 are as follows:

10% Senior Secured Fixed Convertible Promissory Note of Upper Street Marketing, Inc.
Irrevocable Transfer Agent Instructions
Certificate of Corporate Secretary

The board of directors further agree to authorize and approve the issuance of shares to the Holder at Conversion prices that are below the Borrower's then-current par value.

IN WITNESS WHEREOF, the undersigned member(s) of the board of the Borrower executed this unanimous written consent as of April 23, 2019.



By: Joseph Earle

Its: President and CEO

EXHIBIT C

NOTARIZED CERTIFICATE OF CORPORATE SECRETARY OF

UPPER STREET MARKETING, INC.

(Two Pages)

The undersigned, Joseph Earle is the duly elected Corporate Secretary of Upper Street Marketing, Inc., a Nevada corporation (the "**Company**").

I hereby warrant and represent that I have undertaken a complete and thorough review of the Company's corporate and financial books and records, including, but not limited to, the Company's records relating to the following:

- (A) The issuance of that certain Senior Secured Fixed Convertible Promissory Note dated April 23, 2019 (the "**Note Issuance Date**") issued to Harbor Gates Capital, LLC (the "**Holder**") in the stated original principal amount of \$50,000 (the "**Note**");
- (B) The Company's Board of Directors duly approved the issuance of the Note to the Holder;
- (C) The Company has not received and does not contemplate receiving any new consideration from any persons in connection with any later conversion of the Note and the issuance of the Company's Common Stock upon any said conversion;
- (D) To my best knowledge and after completing the aforementioned review of the Company's stockholder and corporate records, I am able to certify that the Holder (and the persons affiliated with the Holder) are not officers, directors, or directly or indirectly, ten percent (10.00%) or more stockholders of the Company and none of said persons has had any such status in the one hundred (100) days immediately preceding the date of this Certificate;
- (E) The Company's Board of Directors have approved duly adopted resolutions approving the Irrevocable Instructions to the Company's Stock Transfer Agent dated April 23, 2019;
- (F) Mark the appropriate selection:

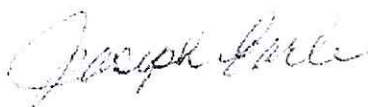
 X The Company represents that it is not a "shell company," as that term is defined in Section 12b-2 of the Securities Exchange Act of 1934, as amended, and has never been a shell company, as so defined; or

 The Company represents that (i) it was a "shell company," as that term is

defined in Section 12b-2 of the Securities Exchange Act of 1934, as amended,
(ii) since _____, 201____, it has no longer been a shell company, as so defined, and
(iii) on _____, 201____, it provided Form 10-type information in a filing with the
United States Securities and Exchange Commission.

- (G) I understand the constraints imposed under Rule 144 on those persons who are or may be deemed to be "affiliates," as that term is defined in Rule 144(a)(1) of the Securities Act of 1933, as amended.
- (H) I understand that all of the representations set forth in this Certificate will be relied upon by counsel to Harbor Gates Capital, LLC in connection with the preparation of a legal opinion.

I hereby affix my signature to this Notarized Certificate and hereby confirm the accuracy of the statements made herein.



Signed:

Date: April 25, 2019

Name:

Joseph Earle

Title: _____
CEO

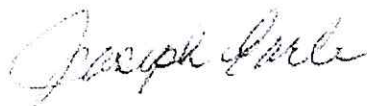
SUBSCRIBED AND SWORN TO BEFORE ME ON THIS _____ DAY OF _____ 2019.

Commission Expires: _____

Notary Public

IN WITNESS WHEREOF, the Borrowers have caused this 10% Senior Secured Fixed Convertible Promissory Note to be duly executed on the day and in the year first above written.

UPPER STREET MARKETING, INC.



By: _____

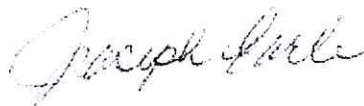
Name: Joseph Earle

Title: President and CEO

Email: joe@growingsprings.com

Address: 11445 E via Linda, Scottsdale, AZ 85259

GROWING SPRINGS HOLDING INCORPORATED



By: _____

Name: Joseph Earle

Title: President and CEO

Email: joe@growingsprings.com

Address: 17311 Caminito Canasto, San Diego, CA 92127

[Signature Page of Holder Follows.]

EXHIBIT B- 1

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
UPPER STREET MARKETING, INC.**

The undersigned, being directors of Upper Street Marketing, Inc., a Nevada corporation (the "***Borrower***"), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

Convertible Note with Harbor Gates Capital, LLC

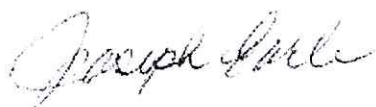
The board of directors of the Borrower has reviewed and authorized the following documents relating to the issuance of a 10% Senior Secured Fixed Convertible Promissory Note in the amount of \$550,000 with Harbor Gates Capital, LLC.

The documents agreed to and dated April 23, 2019 are as follows:

10% Senior Secured Fixed Convertible Promissory Note of Upper Street Marketing, Inc.
Irrevocable Transfer Agent Instructions
Certificate of Corporate Secretary
Disbursement Instructions
Schedule 1 – Use of Proceeds

The board of directors further agree to authorize and approve the issuance of shares to the Holder at Conversion prices that are below the Borrower's then-current par value.

IN WITNESS WHEREOF, the undersigned member(s) of the board of the Borrower executed this unanimous written consent as of April 23, 2019.



By: Joseph Earle

Its: President and CEO

EXHIBIT B- 2

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
GROWING SPRINGS HOLDINGS, INC.**

The undersigned, being directors of Growing Springs Holdings, Inc., a Nevada corporation (the "**Borrower**"), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

Convertible Note with Harbor Gates Capital, LLC

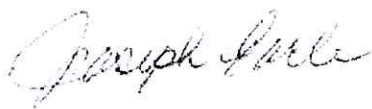
The board of directors of the Borrower has reviewed and authorized the following documents relating to the issuance of a 10% Senior Secured Fixed Convertible Promissory Note in the amount of \$550,000 with Harbor Gates Capital, LLC.

The documents agreed to and dated April 23, 2019 are as follows:

10% Senior Secured Fixed Convertible Promissory Note of Upper Street Marketing, Inc.
Irrevocable Transfer Agent Instructions
Certificate of Corporate Secretary
Disbursement Instructions
Schedule 1 – Use of Proceeds

The board of directors further agree to authorize and approve the issuance of shares to the Holder at Conversion prices that are below the Borrower's then-current par value.

IN WITNESS WHEREOF, the undersigned member(s) of the board of the Borrower executed this unanimous written consent as of April 23, 2019.

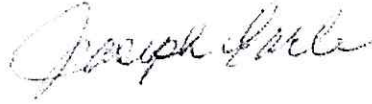


By: Joseph Earle

Its: President and CEO

IN WITNESS WHEREOF, the Borrowers have caused this 10% Senior Secured Fixed Convertible Promissory Note to be duly executed on the day and in the year first above written.

UPPER STREET MARKETING, INC.



By: _____

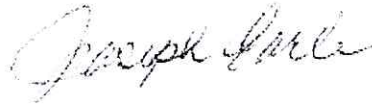
Name: Joseph Earle

Title: President and CEO

Email: joe@growingsprings.com

Address: 11445 E. via Linda, Scottsdale, AZ 85259

GROWING SPRINGS HOLDING INCORPORATED



By: _____

Name: Joseph Earle

Title: President and CEO

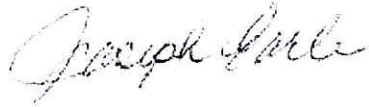
Email: joe@growingsprings.com

Address: 17311 Caminito Canasto, San Diego, CA 92127

[Signature Page of Holder Follows.]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

UPPER STREET MARKETING, INC.

A handwritten signature in cursive script, appearing to read "Joseph Earle", written in dark ink.

By: _____

Name: Joseph Earle

Title: President and CEO

liability hereunder, except that the Company shall not be liable hereunder as to matters in respect of which it is determined that you have acted with gross negligence or in bad faith (which gross negligence, bad faith or willful misconduct must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction). You shall have no liability to the Company in respect to any action taken or any failure to act in respect of this if such action was taken or omitted to be taken in good faith, and you shall be entitled to rely in this regard on the advice of counsel.

The Board of Directors of the Company has approved the foregoing (instructions) and does hereby extend the Company's irrevocable agreement to indemnify your firm for all loss, liability or expense in carrying out the authority and direction herein contained on the terms herein set forth.

The Company agrees that in the event that the Transfer Agent resigns as the Company's transfer agent, the Company shall engage a suitable replacement transfer agent that will agree to serve as transfer agent for the Company and be bound by the terms and conditions of these Irrevocable Instructions within five (5) business days.

The Holder is intended to be and are third party beneficiaries hereof, and no amendment or modification to the instructions set forth herein may be made without the consent of the Holder.

Please execute this letter in the space indicated to acknowledge your agreement to act in accordance with these instructions and return a copy of this agreement to the Company and to the Holder.

Very truly yours,

Acknowledged and Agreed:

Upper Street Marketing, Inc.

By: 

Name: Joseph Earle

Title: President and CEO

Standard Registrar and Transfer Co., Inc.

By: _____

Name: _____

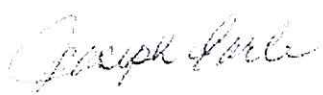
Title: _____

Your signature on this Signature Page evidences your agreement to be bound by the terms and conditions of the Investment Agreement as of the date first written above. The undersigned signatory hereby certifies that he has read and understands the Investment Agreement, and the representations made by the undersigned in this Investment Agreement are true and accurate, and agrees to be bound by its terms.

HARBOR GATES CAPITAL, LLC

By: _____
Name:
Title: Manager

UPPER STREET MARKETING, INC.

By:  _____
Name: Joseph Earle
Title: President and CEO

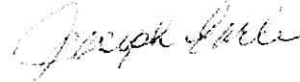
[SIGNATURE PAGE OF INVESTMENT AGREEMENT]

Your signature on this Signature Page evidences your agreement to be bound by the terms and conditions of the Registration Rights Agreement as of the date first written above. The undersigned signatory hereby certifies that he has read and understands the Registration Rights Agreement, and the representations made by the undersigned in this Registration Rights Agreement are true and accurate, and agrees to be bound by its terms.

HARBOR GATES CAPITAL, LLC

By: _____
Name:
Title: Manager

UPPER STREET MARKETING, INC.



By: _____
Name: Joseph Earle
Title: President and CEO

[SIGNATURE PAGE OF REGISTRATION RIGHTS AGREEMENT]

EXHIBIT B- 1

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
UPPER STREET MARKETING, INC.**

The undersigned, being directors of Upper Street Marketing, Inc., a Nevada corporation (the "***Borrower***"), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

Convertible Note with Harbor Gates Capital, LLC

The board of directors of the Borrower has reviewed and authorized the following documents relating to the issuance of a 10% Senior Secured Fixed Convertible Promissory Note in the amount of \$50,000 with Harbor Gates Capital, LLC.

The documents agreed to and dated April 23, 2019 are as follows:

10% Senior Secured Fixed Convertible Promissory Note of Upper Street Marketing, Inc.
Irrevocable Transfer Agent Instructions
Certificate of Corporate Secretary

The board of directors further agree to authorize and approve the issuance of shares to the Holder at Conversion prices that are below the Borrower's then-current par value.

IN WITNESS WHEREOF, the undersigned member(s) of the board of the Borrower executed this unanimous written consent as of April 23, 2019.

By:

Its:

EXHIBIT B- 2

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
GROWING SPRINGS HOLDINGS, INC.**

The undersigned, being directors of Growing Springs Holdings, Inc., a Nevada corporation (the “**Borrower**”), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

Convertible Note with Harbor Gates Capital, LLC

The board of directors of the Borrower has reviewed and authorized the following documents relating to the issuance of a 10% Senior Secured Fixed Convertible Promissory Note in the amount of \$50,000 with Harbor Gates Capital, LLC.

The documents agreed to and dated April 23, 2019 are as follows:

10% Senior Secured Fixed Convertible Promissory Note of Upper Street Marketing, Inc.
Irrevocable Transfer Agent Instructions
Certificate of Corporate Secretary

The board of directors further agree to authorize and approve the issuance of shares to the Holder at Conversion prices that are below the Borrower’s then-current par value.

IN WITNESS WHEREOF, the undersigned member(s) of the board of the Borrower executed this unanimous written consent as of April 23, 2019.

By:

Its:

EXHIBIT C

NOTARIZED CERTIFICATE OF CORPORATE SECRETARY OF

UPPER STREET MARKETING, INC.

(Two Pages)

The undersigned, _____ is the duly elected Corporate Secretary of Upper Street Marketing, Inc., a Nevada corporation (the "**Company**").

I hereby warrant and represent that I have undertaken a complete and thorough review of the Company's corporate and financial books and records, including, but not limited to, the Company's records relating to the following:

- (A) The issuance of that certain Senior Secured Fixed Convertible Promissory Note dated April 23, 2019 (the "**Note Issuance Date**") issued to Harbor Gates Capital, LLC (the "**Holder**") in the stated original principal amount of \$50,000 (the "**Note**");
- (B) The Company's Board of Directors duly approved the issuance of the Note to the Holder;
- (C) The Company has not received and does not contemplate receiving any new consideration from any persons in connection with any later conversion of the Note and the issuance of the Company's Common Stock upon any said conversion;
- (D) To my best knowledge and after completing the aforementioned review of the Company's stockholder and corporate records, I am able to certify that the Holder (and the persons affiliated with the Holder) are not officers, directors, or directly or indirectly, ten percent (10.00%) or more stockholders of the Company and none of said persons has had any such status in the one hundred (100) days immediately preceding the date of this Certificate;
- (E) The Company's Board of Directors have approved duly adopted resolutions approving the Irrevocable Instructions to the Company's Stock Transfer Agent dated April 23, 2019;
- (F) Mark the appropriate selection:

___ The Company represents that it is not a "shell company," as that term is defined in Section 12b-2 of the Securities Exchange Act of 1934, as amended, and has never been a shell company, as so defined; or

___ The Company represents that (i) it was a "shell company," as that term is

defined in Section 12b-2 of the Securities Exchange Act of 1934, as amended,
(ii) since _____, 201____, it has no longer been a shell company, as so defined, and
(iii) on _____, 201____, it provided Form 10-type information in a filing with the
United States Securities and Exchange Commission.

- (G) I understand the constraints imposed under Rule 144 on those persons who are or may be deemed to be "affiliates," as that term is defined in Rule 144(a)(1) of the Securities Act of 1933, as amended.
- (H) I understand that all of the representations set forth in this Certificate will be relied upon by counsel to Harbor Gates Capital, LLC in connection with the preparation of a legal opinion.

I hereby affix my signature to this Notarized Certificate and hereby confirm the accuracy of the statements made herein.

Signed: _____ **Date:** _____

Name: _____ **Title:** _____

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS _____ DAY OF _____ 2019.

Commission Expires: _____

Notary Public

IN WITNESS WHEREOF, the Borrowers have caused this 10% Senior Secured Fixed Convertible Promissory Note to be duly executed on the day and in the year first above written.

UPPER STREET MARKETING, INC.

By: _____

Name:

Title:

Email:

Address:

GROWING SPRINGS HOLDING INCORPORATED

By: _____

Name:

Title:

Email:

Address:

[Signature Page of Holder Follows.]

EXHIBIT B- 1

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
UPPER STREET MARKETING, INC.**

The undersigned, being directors of Upper Street Marketing, Inc., a Nevada corporation (the "***Borrower***"), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

Convertible Note with Harbor Gates Capital, LLC

The board of directors of the Borrower has reviewed and authorized the following documents relating to the issuance of a 10% Senior Secured Fixed Convertible Promissory Note in the amount of \$550,000 with Harbor Gates Capital, LLC.

The documents agreed to and dated April 23, 2019 are as follows:

10% Senior Secured Fixed Convertible Promissory Note of Upper Street Marketing, Inc.
Irrevocable Transfer Agent Instructions
Certificate of Corporate Secretary
Disbursement Instructions
Schedule 1 – Use of Proceeds

The board of directors further agree to authorize and approve the issuance of shares to the Holder at Conversion prices that are below the Borrower's then-current par value.

IN WITNESS WHEREOF, the undersigned member(s) of the board of the Borrower executed this unanimous written consent as of April 23, 2019.

By:

Its:

EXHIBIT B- 2

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
GROWING SPRINGS HOLDINGS, INC.**

The undersigned, being directors of Growing Springs Holdings, Inc., a Nevada corporation (the “**Borrower**”), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

Convertible Note with Harbor Gates Capital, LLC

The board of directors of the Borrower has reviewed and authorized the following documents relating to the issuance of a 10% Senior Secured Fixed Convertible Promissory Note in the amount of \$550,000 with Harbor Gates Capital, LLC.

The documents agreed to and dated April 23, 2019 are as follows:

10% Senior Secured Fixed Convertible Promissory Note of Upper Street Marketing, Inc.
Irrevocable Transfer Agent Instructions
Certificate of Corporate Secretary
Disbursement Instructions
Schedule 1 – Use of Proceeds

The board of directors further agree to authorize and approve the issuance of shares to the Holder at Conversion prices that are below the Borrower’s then-current par value.

IN WITNESS WHEREOF, the undersigned member(s) of the board of the Borrower executed this unanimous written consent as of April 23, 2019.

By:

Its:

IN WITNESS WHEREOF, the Borrowers have caused this 10% Senior Secured Fixed Convertible Promissory Note to be duly executed on the day and in the year first above written.

UPPER STREET MARKETING, INC.

By: _____

Name:

Title:

Email:

Address:

GROWING SPRINGS HOLDING INCORPORATED

By: _____

Name:

Title:

Email:

Address:

[Signature Page of Holder Follows.]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

UPPER STREET MARKETING, INC.

By: _____

Name:

Title:

Your signature on this Signature Page evidences your agreement to be bound by the terms and conditions of the Investment Agreement as of the date first written above. The undersigned signatory hereby certifies that he has read and understands the Investment Agreement, and the representations made by the undersigned in this Investment Agreement are true and accurate, and agrees to be bound by its terms.

HARBOR GATES CAPITAL, LLC

By: _____
Name:
Title: Manager

UPPER STREET MARKETING, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE OF INVESTMENT AGREEMENT]

Your signature on this Signature Page evidences your agreement to be bound by the terms and conditions of the Registration Rights Agreement as of the date first written above. The undersigned signatory hereby certifies that he has read and understands the Registration Rights Agreement, and the representations made by the undersigned in this Registration Rights Agreement are true and accurate, and agrees to be bound by its terms.

HARBOR GATES CAPITAL, LLC

By: _____
Name:
Title: Manager

UPPER STREET MARKETING, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE OF REGISTRATION RIGHTS AGREEMENT]

ATTACHED TO NOTE PURCHASE AGREEMENT

Irrevocable Transfer Agent Instructions

DATE: April 23, 2019

Standard Registrar and Transfer Co., Inc.
12528 South 1840 East
Draper, UT 84020

Ladies and Gentlemen:

On behalf of **Upper Street Marketing, Inc.**, a Oklahoma corporation (the "*Company*"), reference is made to certain Convertible Promissory Notes (the "*Notes*"), listed in Exhibit A, (both of which are jointly referred to as the "*Agreements*"), by and between the Company and **Harbor Gates Capital, LLC**, a Delaware limited liability company (the "*Holder*"). A copy of each of the above are attached hereto. Pursuant to the terms of the Notes the Holder is given the right to convert all or any portion of the Principal Amount of the Notes into shares of common stock (the "*Shares*") of the Company, par value \$0.0001 per share (the "*Common Stock*" or "*Subject Shares*"). We ask that you familiarize yourself with your issuance and delivery obligations as Transfer Agent, contained herein. **These Transfer Agent Instructions will supersede and replace all Instructions for Harbor Gates Capital, LLC prior to the date written above.**

From and after the date hereof and until all of Company's obligations under the Note are paid and performed in full, (a) you are hereby authorized to establish a reserve of shares of authorized but unissued Common Stock of the Company in an amount not less than **13,000,000 shares** (the "Transfer Agent Reserve") for issuance upon partial or full conversion of the Notes listed in Exhibit A in accordance with the terms thereof, (b) you shall maintain and hold the Transfer Agent Reserve for the exclusive benefit of Holder, (c) you shall issue the shares of Common Stock held in the Transfer Agent Reserve to Holder or its broker only (subject to the immediately following clause (d)), (d) when you issue shares of Common Stock to Holder or its broker under the Note pursuant to the other instructions in this Letter, you shall issue such shares from Company's authorized and unissued shares of Common Stock to the extent the same are available and not from the Transfer Agent Reserve unless and until there are no authorized shares of Common Stock available for issuance other than those held in the Transfer Agent Reserve, at which point, and upon your receipt of written authorization from Holder, you shall then issue any shares of Common Stock deliverable to Holder under the Note from the Transfer Agent Reserve, (e) you shall not otherwise reduce the Transfer Agent Reserve under any circumstances, unless Holder delivers to you written pre-approval of such reduction, and (f) you shall immediately add shares of Common Stock to the Transfer Agent Reserve as and when requested by Company or Holder in writing from time to time, provided that such incremental increases do not cause the Transfer Agent Reserve to exceed the Company's authorized shares of Common Stock.

The ability to convert the Principal Amount of the Notes in a timely manner is a material obligation of the Company pursuant to the Notes. Your firm is hereby authorized and instructed to issue shares of Common Stock of the Company (without any restrictive legend) to the Holder without any further action or confirmation by the Company upon your receipt from the Holder of (a) a notice of conversion ("Conversion Notice") executed by the Holder; and (b) an opinion of counsel of the Holder, in form, substance and scope customary for opinions of counsel in comparable transactions (and satisfactory to the transfer agent), to the effect that the shares of Common Stock of the Company issued to the Holder pursuant to the Conversion Notice are not "restricted securities" as defined in Rule 144 and should be issued to the Holder without any restrictive legend. Please note that a share issuance resolution is not required for each conversion since these instructions and the Notes have previously been approved by a resolution of the Company's board of directors. Your firm shall not be responsible for any of the calculations or numbers provided in any such conversion notice.

The Company hereby requests that your firm act immediately, without delay and without the need for any action or confirmation by the Company with respect to the issuance of Common Stock pursuant to any Conversion Notices received from the Holder. Your firm will not delay in processing any Conversion Notices owing to the fact that the Company is in arrears of its fees and other monies owed to your firm, provided that the Holder agrees that each time a Conversion Notice is delivered to your firm, in the event the Company refuses to pay the cost associated with processing a Conversion Notice (in contradiction with the terms of the Notes) the Holder agrees to pay the cost of processing the Conversion Notice a sum not to exceed \$150.00 for each such transaction.

The Holder shall reserve the right to maintain this Transfer Agent Reserve beyond the date of retirement of the Notes provided that there are other existing securities issued by the Company in the Holder's name as of the date of that retirement and said securities require a share reserve to be maintained. Additionally, the Holder shall reserve the right to transfer the Transfer Agent Reserve to any other note holder of the Company without the Company's approval. This Transfer Agent Reserve may not be transferred, extinguished or otherwise re-assigned without prior written approval by the Holder.

The Company hereby directs you, upon request by the Holder or Holder's broker dealer, to immediately provide any capitalization structure information pertaining to the number of common shares of the Company that are issued and outstanding, authorized, reserved, or in the public float without any further action or confirmation by the Company.

The Company shall indemnify you and your officers, directors, principals, partners, agents and representatives, and hold each of them harmless from and against any and all loss, liability, damage, claim or expense (including the reasonable fees and disbursements of its attorneys) incurred by or asserted against you or any of them arising out of or in connection with the instructions set forth herein, the performance of your duties hereunder and otherwise in respect hereof, including the costs and expenses of defending yourself or themselves against any claim or

liability hereunder, except that the Company shall not be liable hereunder as to matters in respect of which it is determined that you have acted with gross negligence or in bad faith (which gross negligence, bad faith or willful misconduct must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction). You shall have no liability to the Company in respect to any action taken or any failure to act in respect of this if such action was taken or omitted to be taken in good faith, and you shall be entitled to rely in this regard on the advice of counsel.

The Board of Directors of the Company has approved the foregoing (instructions) and does hereby extend the Company's irrevocable agreement to indemnify your firm for all loss, liability or expense in carrying out the authority and direction herein contained on the terms herein set forth.

The Company agrees that in the event that the Transfer Agent resigns as the Company's transfer agent, the Company shall engage a suitable replacement transfer agent that will agree to serve as transfer agent for the Company and be bound by the terms and conditions of these Irrevocable Instructions within five (5) business days.

The Holder is intended to be and are third party beneficiaries hereof, and no amendment or modification to the instructions set forth herein may be made without the consent of the Holder.

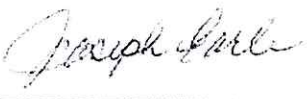
Please execute this letter in the space indicated to acknowledge your agreement to act in accordance with these instructions and return a copy of this agreement to the Company and to the Holder.

Very truly yours,

Acknowledged and Agreed:

Upper Street Marketing, Inc.

Standard Registrar and Transfer Co., Inc.

By: 

By: _____

Name: Joseph Earle

Name: _____

Title: President and CEO

Title: _____

EXHIBIT A

Note Description

\$50,000 Note dated April 23, 2019

\$550,000 Note dated April 23, 2019

Common Stock Purchase Warrant dated April 23, 2019



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:

Allpine Title, Inc.
950 2nd Ave.
Monte Vista, CO 81144
(719) 852-0587

Mark Reed

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest

Debra J. Reed

Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at: <http://www.alta.org/>.



ALLPINE TITLE, INC.

225 6th Street, Suite D
Alamosa, Colorado 81101
(719) 852-0587

Agents For OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A COMMITMENT FOR TITLE INSURANCE

1. Effective date: **March 19, 2019 at 7:45A.M.**

Commitment No. **R19-150**

2. Policy or policies to be issued:

		Premium
A. ALTA Owner's Policy (06-17-06), Amount \$1,100,000.00 Proposed Insured: Upper Street Marketing, Inc, an Oklahoma Corporation	\$	2,395.00
B. ALTA Loan Policy (06-17-06), Amount \$ Proposed Insured:	\$	
C. ALTA Loan Policy (06-17-06), Amount \$ Proposed Insured:	\$	
Certificate of Taxes Due X 1	\$	25.00
Owner Endorsements Forms	\$	
Lender Endorsements Forms		
Additional Charges (if any)	\$	
Total	\$	2420.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is vested in:

Roger Christensen (see requirement H)

4. The estate or interest in the land described or referred to in this Commitment and covered herein is a **Fee Simple**

5. The land referred to in this Commitment is situate in the County of **Saguache**, State of Colorado and is described as follows:

Lots 1 through 24, inclusive, in Block 47, Sims and Benjamins Subdivision in the Town of Center,

EXCEPTING THEREFROM a tract of land 16 feet wide along the East side of Lots 13 through 24, inclusive, in said Block 47, in County of Saguache, State of Colorado.

For informational purposes only, the property address is: **710 E. Third St., Center, CO 81125**

Countersigned:



Allpine Title, Inc.
Authorized Officer or Agent

Member No. **A05130**

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:

Allpine Title, Inc., 225 6th Street, Suite D, Alamosa, Colorado 81101 (719) 852-0587

THIS COMMITMENT ISSUED SUBJECT TO ATTACHED STATEMENT OF TERMS, CONDITIONS AND STIPULATIONS

COMMITMENT NO. R19-150

Page 1 of 7

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Alpine Title, Inc.

Commitment No. R19-150

SCHEDULE B – SECTION 1

Requirements

The following are the requirements to be complied with:

- A Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- B Pay us the premiums fees and charges for the policy.
- C Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- D You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
- E Payment of all taxes, charges, and assessments, levied and assessed against the subject premises which are not yet due and payable.
- F A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).
- G Release of the Deed of Trust to the Public Trustee of the County in which the property is located, from Maverick Potato Company, LLC, a Colorado Limited Liability Company for the benefit of Farm Credit of Southern Colorado, FLCA, a wholly owned subsidiary of Farm Credit of Southern Colorado, ACA to secure an indebtedness in the principal sum of \$416,000.00 and any other amounts and/or obligations secured thereby, dated March 27, 2014 and recorded on April 1, 2014, at Reception No. 376180.

NOTE: Subordination Agreement recorded April 1, 2014 at Reception No. 376181.

- H Release of the Deed of Trust to the Public Trustee of the County in which the property is located, from Maverick Potato Company, LLC, a Colorado Limited Liability Company for the benefit of Mike and Jim Kruse Partnership, a Colorado General Partnership to secure an indebtedness in the principal sum of \$250,000.00 and any other amounts and/or obligations secured thereby, dated March 27, 2014 and recorded on April 1, 2014, at Reception No. 376182.
- I The following items, which may not necessarily be recorded, must be furnished to the Company to its satisfaction, to wit: A copy of the properly signed and executed operating agreement, if written, for Maverick Potato Company, LLC, a Colorado Limited Liability Company to be submitted to the Company for review.
- J Record Statement of Authority for Maverick Potato Company, LLC, a Colorado Limited Liability Company to provide prima facie evidence of existence of entity capable of holding property and the name of persons authorized to execute instruments affecting title to real property as authorized by C.R.S. § 38-30-172.
- K A Quit Claim Deed from Maverick Potato Company, LLC, a Colorado Limited Liability Company to Roger Christensen.
- L Certificate of good standing from the Oklahoma Secretary of State for Upper Street Marketing, Inc, an Oklahoma Corporation.
- M The Warranty Deed must be sufficient to convey to the Proposed Insured, Schedule A, Item 2A, the fee simple estate of interest in the land described or referred to herein.

Alpine Title, Inc.

Member No. CO2189

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

Alpine Title, Inc.

Commitment No. R19-150

SCHEDULE B – SECTION 2

Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. Any and all unpaid taxes and assessments.

NOTE: The property insured hereunder may be subject to inclusion in special taxing districts. Please contact the local taxing authority for further information.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

NOTE: The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B-2, the mortgage, if any, required under Schedule B-1. If deletion of exception numbered 1-4 is requested additional requirements may be added by the company. Upon compliance with underwriting requirements and the before mentioned additional requirements, exceptions numbered 1-4 may be omitted from the Loan Policy to be issued hereunder.

8. Those items as indicated on plat of Sims and Benjamin Subdivision recorded on January 21, 1910 under Reception No. 46947.
9. Ordinance No. 245, at Reception No. 242488.
10. Those items as contained in the Improvement Location Certificate prepared by Reynolds Engineering Company, dated April 10, 2002, project number ILC-RG040210, including but not limited to: encroachment of concrete pad to the west, encroachment of scales to the north, and encroachment of building to the east.

Alpine Title, Inc.

Member No. CO2189

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

Alpine Title, Inc.

Commitment No. R19-150

DISCLOSURE STATEMENT

IF THE LAND DESCRIBED IN SCHEDULE A OF THIS COMMITMENT FOR TITLE INSURANCE IS A SINGLE FAMILY RESIDENCE (INCLUDING A CONDOMINIUM OR TOWNHOUSE UNIT), THE PROPOSED OWNER'S POLICY INSURED IS NOTIFIED:

NOTE 1: Colorado Division of Insurance Regulation 3-5-1, Section 7, Paragraph G requires that "Every title insurance company shall be responsible to the proposed insured(s), subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed".

NOTE 2: Exception No. 4 of Schedule B, Section 2 of the Commitment may be deleted from the policy(s) to be issued hereunder upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 13 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled mechanic's and materialmen's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within 13 months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.
- F. Any deviation from conditions A through C above is subject to such additional requirements or information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

NOTE 3: The following disclosures are hereby made pursuant to C.R.S 10-11-122:

- A. The subject real property may be located in a special taxing district;
- B. A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- C. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE 4: Any claim which arises out of the transaction vesting in the insured the estate or interest insured by the policy or policies to be issued hereunder, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

NOTE 5: If Schedule B of your commitment for an owner's title policy reflects an exception for mineral interests or leases, pursuant to CRS 10-11-123 (HB 01-1088), this is to advise:

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission. C.R.S. § 10-11-123(2)

NOTE 6: If the sales price of the subject property exceeds \$100,000.00 seller shall be required to comply with the disclosure or withholding provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).

NOTE 7: Effective September 1, 1997, C.R.S. 30-10-406 requires that all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Alpine Title, Inc.

Member No. CO2189

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

Allpine Title, Inc.

Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Allpine Title, Inc.**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. You have a right to know how we will utilize the personal information you provide to us. Therefore, Allpine Title, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions we secure from our files, or from our affiliates, or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.
- Ditch Companies, City Service Providers, Home/Land Owner Associations, Division of Water Resources.
- Realtors, Attorneys, Financial Advisors, 1031 Exchange companies, CPAs and/or any other entity/individual whose services the buyer/seller may engage to advise in regards to the subject transaction.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**State of Colorado
Saguache County**

SS

Certificate of Taxes Due

I, the undersigned, County Treasurer in and for the said County, do, hereby certify that there are no unpaid taxes, or unredeemed tax liens as appears of record in the office, on the following described property, except as noted below.

Parcel: 485733309002 Tax District: 42A

Property Description:

Location

LOTS 1 THRU 12 BLK 47 CENTER S&B B.359 P.83

2018 Tax Payable in 2019, Assessed Value \$61424, Assessed To MAVERICK POTATO COMPANY LLC,

Certificate of Taxes Due created by SXM

			Tax Distribution		
Tax Entity	Mill	Tax	Tax Entity	Mill	Tax
TOWN OF CENTER GEN FUND	20.538	1,261.53	CENTER SANITATION DIST	2.600	159.70
CENTER FIRE GENERAL FUND	4.924	302.45	COUNTY ABATEMENT/REFUND	0.157	9.64
COUNTY GENERAL FUND	18.831	1,156.68	COUNTY PUBLIC WELFARE	3.200	196.56
COUNTY PUBLIC HEALTH	0.500	30.71	RIO GRANDE WATER CONS DIST	2.200	135.13
SLV WATER CONS DIST	0.432	26.54	S26 CENTER SCHOOL ABATE	0.386	23.71
S26 CENTER SCHOOL BOND	11.600	712.52	S26 CENTER SCHOOL GEN	27.000	1,658.45

Current Tax/Fee \$ 5,673.62 Status Unpaid Taxes Due \$ 5,673.62 Interest \$ 0.00

Adv \$ 0.00 Late Pen \$ 0.00 Other Fees \$ 0.00 Balance Current Tax \$ 5,673.62
Cost to pay Special Assessment in Full \$ 0.00

Tax Liens or Delinquent Tax

Amount to Redeem \$

Total is correct only if paid by: 03/31/2019

Total Due This Certificate \$ 5,673.62 Tax \$ 5,673.62 Interest \$ 0.00 Spec. Assmnts \$ 0.00 Other \$ 0.00

This does not include special taxes that are not of record in this office or taxes

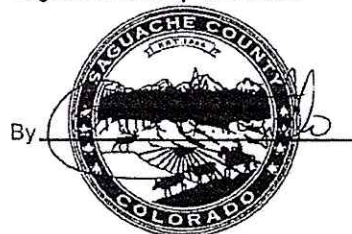
on improvements on said property which may be separately assessed

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 28th Day of March 2019.

Issued to ALLPINE TITLE OF MONTE VISTA

Saguache County Treasurer

Certificate No. 6,916 Fee for Issuing this Certificate \$ 10.00



**State of Colorado
Saguache County**

ss

Certificate of Taxes Due

I, the undersigned, County Treasurer in and for the said County, do, hereby certify that there are no unpaid taxes, or unredeemed tax liens as appears of record in the office, on the following described property, except as noted below.

Parcel: 485733309001 Tax District: 42A

Property Description:

Location

LOTS 13 THRU 24 BLK 47 CENTER S&B B.324 P.285

2018 Tax Payable in 2019, Assessed Value \$9007, Assessed To MAVERICK POTATO COMPANYLLC,

Certificate of Taxes Due created by MXP

			Tax Distribution		
Tax Entity	Mill	Tax	Tax Entity	Mill	Tax
TOWN OF CENTER GEN FUND	20.538	184.99	CENTER SANITATION DIST	2.600	23.42
CENTER FIRE GENERAL FUND	4.924	44.35	COUNTY ABATEMENT/REFUND	0.157	1.41
COUNTY GENERAL FUND	18.831	169.61	COUNTY PUBLIC WELFARE	3.200	28.82
COUNTY PUBLIC HEALTH	0.500	4.50	RIO GRANDE WATER CONS DIST	2.200	19.82
SLV WATER CONS DIST	0.432	3.89	S26 CENTER SCHOOL ABATE	0.386	3.48
S26 CENTER SCHOOL BOND	11.600	104.48	S26 CENTER SCHOOL GEN	27.000	243.19

Current Tax/Fee \$ 831.96 Status Unpaid Taxes Due \$ 831.96 Interest \$ 0.00

Adv \$ 0.00 Late Pen \$ 0.00 Other Fees \$ 0.00 Balance Current Tax \$ 831.96
Cost to pay Special Assessment in Full \$ 0.00

Tax Liens or Delinquent Tax

Amount to Redeem \$

Total is correct only if paid by: 03/31/2019

Total Due This Certificate \$ 831.96 Tax \$ 831.96 Interest \$ 0.00 Spec. Assmnts \$ 0.00 Other \$ 0.00

This does not include special taxes that are not of record in this office or taxes

on improvements on said property which may be separately assessed

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 28th Day of March 2019.

Issued to ALLPINE TITLE OF MONTE VISTA

Saguache County Treasurer

Certificate No. 6,915 Fee for Issuing this Certificate \$ 10.00



ATTACHED TO NOTE PURCHASE AGREEMENT

Irrevocable Transfer Agent Instructions

DATE: April 23, 2019

Standard Registrar and Transfer Co., Inc.
12528 South 1840 East
Draper, UT 84020

Ladies and Gentlemen:

On behalf of Upper Street Marketing, Inc., a Oklahoma corporation (the "*Company*"), reference is made to certain Convertible Promissory Notes (the "*Notes*"), listed in Exhibit A, (both of which are jointly referred to as the "*Agreements*"), by and between the Company and Harbor Gates Capital, LLC, a Delaware limited liability company (the "*Holder*"). A copy of each of the above are attached hereto. Pursuant to the terms of the Notes the Holder is given the right to convert all or any portion of the Principal Amount of the Notes into shares of common stock (the "*Shares*") of the Company, par value \$0.0001 per share (the "*Common Stock*" or "*Subject Shares*"). We ask that you familiarize yourself with your issuance and delivery obligations as Transfer Agent, contained herein. **These Transfer Agent Instructions will supersede and replace all Instructions for Harbor Gates Capital, LLC prior to the date written above.**

From and after the date hereof and until all of Company's obligations under the Note are paid and performed in full, (a) you are hereby authorized to establish a reserve of shares of authorized but unissued Common Stock of the Company in an amount not less than **13,000,000 shares** (the "*Transfer Agent Reserve*") for issuance upon partial or full conversion of the Notes listed in Exhibit A in accordance with the terms thereof, (b) you shall maintain and hold the Transfer Agent Reserve for the exclusive benefit of Holder, (c) you shall issue the shares of Common Stock held in the Transfer Agent Reserve to Holder, (d) when you issue shares of Common Stock to Holder or its broker under the Note pursuant to the other instructions in this Letter, you shall issue any shares of Common Stock deliverable to Holder under the Note from the Transfer Agent Reserve, (e) you shall not otherwise reduce the Transfer Agent Reserve under any circumstances, unless Holder delivers to you written pre-approval of such reduction, or your firm issues shares upon receipt of a Conversion Notice (defined below) for the Note, at which time the issued shares will be applied against the Transfer Agent Reserve, thus reducing the reserve balance, and (f) you shall immediately add shares of Common Stock to the Transfer Agent Reserve as and when requested by Company or Holder in writing from time to time, provided that such incremental increases do not cause the Transfer Agent Reserve to exceed the Company's authorized shares of Common Stock.

The ability to convert the Principal Amount of the Notes in a timely manner is a material obligation of the Company pursuant to the Notes. Your firm is hereby authorized and instructed to issue shares of Common Stock of the Company (without any restrictive legend) to the Holder without any further action or confirmation by the Company upon your receipt from the Holder of (a) a notice of conversion ("*Conversion Notice*") executed by the Holder; (b) an opinion of counsel of the Holder, in form, substance and scope customary for opinions of counsel in comparable transactions (and satisfactory to the transfer agent), to the effect that the shares of Common Stock of the Company issued to the Holder pursuant to the Conversion Notice are not "restricted securities" as defined in Rule 144 and should be issued to the Holder without any restrictive legend; (c) a seller's representation letter executed by the Holder; and (d) a broker's representation letter from the Holder's broker-dealer, if applicable. Please note that a share issuance resolution is not required for each conversion since these instructions and the Notes have previously been approved by a resolution of the Company's board of directors. Your firm is not responsible for any figures used to determine conversions and the resulting number of shares to be issued. Standard Registrar is not responsible for determining the Holder's reserve balance. These items are to be determined by the Holder and the Company. The transfer agent can only issue up to the number of shares requested in the reserve agreement, when that figure has been met, the Holder is required to request an increase in the share reserve.

The Company hereby requests that your firm act immediately, and upon completion of Standard Registrar's due diligence review, without delay and without the need for any action or confirmation by the Company with respect to the issuance of Common Stock pursuant to any Conversion Notices received from the Holder. Your firm will not delay in processing any Conversion Notices owing to the fact that the Company is in arrears of its fees and other monies owed to your firm, provided that the Holder understands and acknowledges that in the event that the Company is delinquent in their account with your firm, the conversion request will be honored with payment for the transaction of \$440.00 by the Holder. In the event that the Company's account is suspended due to non-payment, the Holder may be provided with the amount owed to Standard Registrar and may have the right to pay the outstanding balance in full, and the parties understand the Company's account balance would need to be brought current for any transactions to be completed by Standard Registrar.

The Holder shall reserve the right to maintain this Transfer Agent Reserve beyond the date of retirement of the Notes provided that there are other existing securities issued by the Company in the Holder's name as of the date of that retirement and said securities require a share reserve to be maintained. Additionally, the Holder shall reserve the right to transfer the Transfer Agent Reserve to any other note holder of the Company without the Company's approval. This Transfer Agent Reserve may not be transferred, extinguished or otherwise re-assigned without prior written approval by the Holder.

The Company hereby directs you, upon request by the Holder or Holder's broker dealer, to immediately provide any capitalization structure information pertaining to the number of

common shares of the Company that are issued and outstanding, authorized, reserved, or in the public float without any further action or confirmation by the Company.

The Company shall indemnify you and your officers, directors, principals, partners, agents and representatives, and hold each of them harmless from and against any and all loss, liability, damage, claim or expense (including the reasonable fees and disbursements of its attorneys) incurred by or asserted against you or any of them arising out of or in connection with the instructions set forth herein, the performance of your duties hereunder and otherwise in respect hereof, including the costs and expenses of defending yourself or themselves against any claim or liability hereunder, except that the Company shall not be liable hereunder as to matters in respect of which it is determined that you have acted with gross negligence or in bad faith (which gross negligence, bad faith or willful misconduct must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction). You shall have no liability to the Company in respect to any action taken or any failure to act in respect of this if such action was taken or omitted to be taken in good faith, and you shall be entitled to rely in this regard on the advice of counsel.

The Board of Directors of the Company has approved the foregoing (instructions) and does hereby extend the Company's irrevocable agreement to indemnify your firm for all loss, liability or expense in carrying out the authority and direction herein contained on the terms herein set forth.

The Company agrees that in the event that the Transfer Agent resigns as the Company's transfer agent, the Company shall engage a suitable replacement transfer agent that will agree to serve as transfer agent for the Company and be bound by the terms and conditions of these Irrevocable Instructions within five (5) business days.

The Holder is intended to be and are third party beneficiaries hereof, and no amendment or modification to the instructions set forth herein may be made without the consent of the Holder.

Please execute this letter in the space indicated to acknowledge your agreement to act in accordance with these instructions and return a copy of this agreement to the Company and to the Holder.

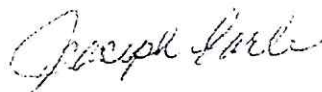
Very truly yours,

Acknowledged and Agreed:

Upper Street Marketing, Inc.

Standard Registrar and Transfer Co.,
Inc.

By:



By:



EXHIBIT A

Note Description

\$50,000 Note dated April 23, 2019

\$550,000 Note dated April 23, 2019

Common Stock Purchase Warrant dated April 23, 2019

file

FARM LEASE APRIL 12, 2019

This lease, effective April , 2019 is by and between Mark Deacon Circle D Farms Inc. fed id # 20-2031951 as owner and Growing Springs Holdings as operator/lessee.

The Owner leases and rents to operator the following tract for farming purposes:

The legal of field: nw1/2sw1/4,n1/2sw1/4

Price of \$45,000 for Rent

Price of water (payable at end of season no later than Dec 1, 2019)

Price of electric paid monthly (put in operator/lessee name)

First \$1500.00 of repairs to sprinkler above ground

Owner agrees to Disc, Plow, Landplane, and roller pack ground before May 12, 2019 at a rate of \$10,000.00 for all 4 steps and be paid upon completion of work.

The length of this lease is 1 year, with payment of lease, and water up front. Electric will be paid monthly.

Operator shall

1. Receive all USDA Farm Program payments and shall report as required to farm service agency
2. Receive and use the water credits as available from Farmers Union water.
3. Pay for farming operations
4. Not place liens upon the property and shall hold the owner and the owner land harmless from all claims, liability, loss, damage, or expenses from the operators occupation and use of the premises.
5. Pay for all water costs, specifically: Over the allotment of credits from the Farmers Union of the variable water cost.

Owner Shall

1. Pay Farmers union assessments, sub district fees
2. Supply working sprinkler and wells to irrigate the field
3. Contract work per agreement.

Circle D Farms Inc
166 Schutte Lane
Monte Vista CO 81144
Mark Deacon Owner
719-588-5581
Owner

Growing Springs Holding Inc
17311 Caminito Canasto
San Diego CA 92127
Joe R. Earle President and CEO
858-735-0369
Lessee

IN WITNESS WHEREOF, the undersigned have executed this Subordination Agreement as of the date first written above.

SUBORDINATING CREDITOR:



ROGER CHRISTENSEN

BORROWER:

UPPER STREET MARKETING, INC.,
An Oklahoma corporation

By: _____
Name:
Title:

GROWING SPRINGS HOLDING CORPORATION
An Oklahoma corporation

By: _____
Name:
Title:

Harbor:

HARBOR GATES CAPITAL, LLC

By: _____
Name:
Title:

Subordination Agreement - Signature Page