SUPREME COURT OF NEW YORK

COUNTY OF NEW YORK, CIVIL BRANCH

COOKIES RETAIL, LLC, a Delaware limited liability company,

Plaintiff,

vs.

COOKIES SF LLC, a California limited liability company; COOKIES CREATIVE CONSULTING & PROMOTIONS, INC., a California corporation; COOKIES CREATIVE CONSULTING & PROMOTIONS, LLC, a California limited liability company; GMJT LLC, a New York limited liability company; JTRE HOLDINGS, LLC, a New York limited liability company; JACK TERZI, an individual; GABRIEL MARIN, an individual; and DOES 1 through 50, inclusive,

Defendants.

INDEX NO. __________

SUMMONS

Venue is based on CPLR § 503(a)

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

DATED: January 24, 2024

/s/ Peter G. Siachos

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DATED: January 24, 2024

/s/ Pokuaa M. Enin

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Attorneys for Plaintiff Cookies Retail, LLC

Defendants:

COOKIES SF LLC, 901 A Street, Suite C, San Rafael, California 94901

COOKIES CREATIVE CONSULTING & PROMOTIONS, INC., 11516 Downey Avenue, Downey, California 90241

COOKIES CREATIVE CONSULTING & PROMOTIONS, LLC, 901 A Street, Suite C, San Rafael, California 94901

GMJT LLC, 362 Fifth Avenue, Suite 1200, New York, New York 10010

JTRE HOLDINGS, LLC, 362 Fifth Avenue, Suite 1200, New York, New York 10010

JACK TERZI, 362 Fifth Avenue, Suite 1200, New York, New York 10010

GABRIEL MARIN, 362 Fifth Avenue, Suite 1200, New York, New York 10010

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Defendants.

INDEX NO. __________

COMPLAINT FOR DAMAGES, DECLARATORY RELIEF & INJUNCTIVE RELIEF

Cookies Retail, LLC hereby complains against Defendants Cookies SF LLC, Cookies Creative Consulting & Promotions, Inc., Cookies Creative Consulting & Promotions, LLC, GMJT LLC, JTRE Holdings LLC, Gabriel Marin, and Jack Terzi, as follows:

PARTIES

1. Plaintiff Cookies Retail, LLC ("CR") is a Delaware limited liability company with its principal place of business at 4675 MacArthur Court, Floor 15, Newport Beach, California 92660.

2. Defendant Cookies SF LLC ("SF") is a California limited liability company with its principal place of business at 901 A Street, Suite C, San Rafael, California 94901.

3. Defendant Creative Consulting & Promotions, Inc. ("Inc.") is a California corporation with its principal place of business located at 11516 Downey Avenue, Downey, California 90241.

4. Defendant Creative Consulting & Promotions, LLC ("LLC") is a California limited liability company with its principal place of business at 901 A Street, Suite C, San Rafael, California 94901.

5. On information and belief, at all relevant times, SF, Inc., LLC, and Does 1 through 25 (collectively hereinafter, "Cookies Corporate") were the alter egos of one another such that there was and is such a unity of interest and ownership that the individuality and separateness of each entity, if such individuality and separateness ever existed, has ceased and that an adherence to the fiction of the separate existence of each entity would produce an inequitable result.

6. Defendant GMJT LLC ("GMJT") is a New York limited liability company with its principal place of business located at 362 Fifth Avenue, Suite 1200, New York, New York 10010. On or about April 20, 2023, GMJT registered to do business in the State of New York under the assumed name Cookies. Later, on December 20, 2023, GMJT registered to do business in the State of New York under the assumed name Culture House.

7. JTRE Holdings LLC ("JTRE") is a New York limited liability company with its principal place of business at 362 Fifth Avenue, Suite 1200, New York, New York 10001.

8. Upon information and belief, Gabriel Marin ("Marin") is a resident of New York. He is an owner, member, and/or officer of GMJT.

9. Upon information and belief, Jack Terzi is a resident of New York. He is the managing member of JTRE. He is also an owner, member, and/or officer of GMJT.

10. Plaintiff is unaware of the true names and capacities of Defendants names as Does 1 through 50 and therefore sue these Defendants by fictitious names. Each of the Doe Defendants is and was responsible or liable in whole or in part for the acts and omissions alleged in this Complaint.

11. On information and belief, at all relevant times, JTRE, GMJT, Marin, Terzi, and Does 26-50 (collectively hereinafter, "Local Owners") were the alter egos of one another such that there was and is such a unity of interest and ownership that the individuality and separateness of each entity, if such individuality and separateness ever existed, has ceased and that an adherence to the fiction of the separate existence of each entity would produce an inequitable result.

JURISDICTION & VENUE

12. This Court has jurisdiction over the subject matter of this action pursuant to Section 7 of the New York Constitution, which provides that the New York Supreme Court shall have general origination jurisdiction in law and equity.

13. This Court has personal jurisdiction over Cookies Corporate as they have conducted business in New York by offering and selling Cookies retail stores and Cookies-branded products in the State of New York. Also, jurisdiction over Cookies Corporate is proper because they have sufficient and continuous systematic contacts with New York, including conducting significant business activities in the State, such that they foresaw, or should have foreseen, the possibility of being sued in the State.

14. This Court has personal jurisdiction over Local Owners because they are residents of the State of New York.

15. New York County is the proper venue for this action in that the agreements were to be performed, in part, in this county. Moreover, this action involves certain real property located at 958 Sixth Avenue, New York, New York, which is within New York County.

GENERAL ALLEGATIONS

A. History Of New York's Authorization of Adult-Use Cannabis Retail Sales

16. On April 27, 2015, the New York Department of Health began accepting

applications from organizations that wished to manufacture and dispense medical marijuana under the Compassionate Care Act. At that time, the State allowed a maximum of five organizations to operate a vertical medical cannabis business whereunder each organization could open up a maximum of four dispensaries statewide.

17. On March 31, 2021, the State passed the Marihuana Regulation & Taxation Act ("Act"), which legalized adult-use cannabis.

18. The Act created the Office of Cannabis Management ("OCM"). Among other things, OCM is responsible for developing regulations for how and when business could participate in this new industry as well as reviewing license applications and issuing licenses.

19. On August 25, 2022, OCM began accepting license applications for Conditional Adult-Use Retail Dispensaries ("CAURD") to "justice-involved" individual.

20. A "justice-involved" individual is defined as an individual who has been convicted of a marihuana-related offense in New York State before March 31, 2021; someone whose parent, spouse, child, legal guardian, or dependent has been convicted of a marihuana-related offense in New York State before March 31, 2021; or someone who is dependent on someone who has been convicted of a marihuana-related offense in New York State before March 31, 2021.

21. On November 1, 2022, OCM issued the CAURD dispensary licenses.

22. On December 29, 2022, OCM allowed CAURD dispensary licensees to begin the lawful sale of marijuana in the State of New York.

23. Throughout 2022 and 2023, however, numerous potential licensees filed lawsuits challenging the constitutionality of OCM's licensing regulations and restrictions.

24. On August 7, 2023, the Supreme Court in Ulster County enjoined the State from awarding or further processing additional provisional CAURD licenses. *See Carmine Fiore, et al.*

v New York State Cannabis Control Board, et al. The injunction also prevented the State from approving current license holdings from moving forward with their operations. At the time, the State had granted 436 provisional CAURD licenses. Less than 30 of the licensees had commenced operations. As such, this and other lawsuits as well as this injunction threatened the revocation or modification of a majority of new licenses in the State.

25. On December 1, 2023, *Fiore* settled and the Court lifted that injunction. The settlement allowed the provisional licensees to open marijuana dispensaries in the State and it blocked the issuance of new CAURD licenses until April 2024.

B. Plaintiff Has The Exclusive Right To Open The First Cookies-Branded Retail Stores In New York

26. On June 2, 2017, LLC was organized in the State of California as a limited liability company. On September 9, 2020, LLC was converted to a California corporation.

27. Throughout the relevant time period, Cookies Corporate has not sold or advertised products that are intended to diagnose, treat, cure, or prevent any disease. Rather, Cookies Corporate is a cannabis "lifestyle" brand associated with its co-founder Gilbert Anthony Milam, Jr.'s (aka, Berner) influence and co-founder Lesjai Personnet's Chang (aka, Jai) popular cannabis strains.

28. On September 16, 2019, Plaintiff and Cookies Corporate entered into a Master Rollup Agreement. Plaintiff attaches a true and correct copy of the Master Rollup Agreement as **Exhibit 1**.

29. In the Master Rollup Agreement, Cookies Corporate granted Plaintiff "the first opportunity and priority (for a reasonable period of time) to establish new Branded Retail Stores in new regions, markets and submarkets."

30. As stated above, at the time that the Parties entered into the Master Rollup Agreement, the State of New York was not yet a viable market because use of cannabis was restricted to medical use only and the State of New York had not issued any individual retail dispensary licenses.

31. After entering into the Master Rollup Agreement, Cookies Corporate and Plaintiff sought to clarify the term "the first opportunity and priority (for a reasonable period of time) to establish new Branded Retail Stores in new regions, markets and submarkets."

32. On May 31, 2022, Cookies Corporate and CR memorialized their agreement by way of a Letter Agreement. Plaintiff attaches a true and correct copy of the Letter Agreement as **Exhibit 2**.

33. In relevant part, the Letter Agreement states as follows:

> Consistent with the Master Rollup Agreement, CRE will have the first opportunity and priority (for a reasonable period of time) establish new Branded Retail Stores in new regions, markets and submarkets. The parties desire to further define: (a) what constitutes a "new region[s], market[s] and submarket[s]"; and (b) what constitutes a "reasonable period of time" under the Master Rollup Agreement as follows:
>
> (a) New Markets. A "new region, market and submarket" means any market that is not a "Mature Market" (as defined below), as well as any new city/country/region (as applicable) in California and any Mature Market that has not yet issued licenses (e.g., Redondo Beach, CA), with the following exceptions.
>
> . . . .
>
> (b) Mature Markets. [New York is not listed]
>
> . . . .
>
> (c) New Entry Period. A "reasonable period of time" shall mean twelve (12) months from the date the first new license issued by any such New Market first becomes "Viable" (the "New Entry Period"). "Viable" means the date that the first license can be held and used in such New Market without threat of revocation or modification from a pending lawsuit (including an appeal thereof) threatening at least the majority of new licenses issued

> in such New Market. CCC&P shall not negotiate with any third party with whom CRE has had any discussions about opening a Branded Retail Store during the New Entry Period…

34. Moreover, a separate section of the Letter Agreement states as follows in relevant part:

> 3. Application Jurisdictions. CCC&P agrees to cooperate with CRE to submit applications identifying CRE (or its affiliate) as the exclusive partner of CCC&P and the Cookies brand under initial open-application or other processes for new retail (except as otherwise identified below) licenses in each of the following jurisdictions:
>
> (a) New York (retail) …

C. Defendants Have Submitted License Applications to OCM And Now Intend To Open A Cookies Retail Store In The State In Violation Of The Master Rollup Agreement And Letter Agreement

35. Upon information and belief, on October 30, 2022, Defendants opened a retail store in New York located at 958 Sixth Avenue, New York, New York ("Herald Square Store"). At that time, the Herald Square Store only sold Cookies apparel, accessories, and CBD products.

36. On November 21, 2022, Marin was issued one of the first 36 CAURD licenses in the State of New York.

37. On February 2, 2023, Marin and Terzi formed GMJT.

38. On April 20, 2023, in violation of the Master Rollup Agreement and Letter Agreement and without informing Plaintiffs, Cookies Corporate allowed GMJT to register to do business in the State of New York under the assumed name "Cookies."

39. On or about May 10, 2023, in violation of the Master Rollup Agreement and Letter Agreement and without informing Plaintiffs, Cookies Corporate allowed GMJT to submit an application to OCM for a CAURD license. Per its application, GMJT sought to open a Cookies-

branded marijuana dispensary at the Retail Location.

40. On June 28, 2023, during a Manhattan Community Board Five ("CB5") State Licenses and Permits Committee Meeting, GMJT represented that it would be operating as Cookies.

41. On July 13, 2023, CB5 rejected GMJT's application for a CAURD license at the Retail Location.

42. GMJT and Cookies Corporate were undeterred. Upon information and belief, they decide to move forward relying upon Marin's individual CAURD license.

43. On July 14, 2023, and notwithstanding the CB5's rejection of GMJT's application, SF, Inc., and GMJT entered into an Agreement Not to Sue. Plaintiffs attach a true and correct copy of the Agreement Not to Sue as **Exhibit 3**.

44. As with Cookies Corporate's other inaptly named "License Agreements," the Agreement Not to Sue gives GMJT the right to use specific, enumerated Cookies' marks and to sell certain proprietary strains of cannabis only "in connection with the branding, advertising, and marketing of the licensed cannabis dispensary located at the Retail Location, and the sale of products therefrom."

45. Since then, Cookies Corporate has been using official Cookies marketing channels—including the @cookiesinnyc Instagram page and the Cookies Social Club page—to advertise a new Cookies dispensary coming soon to the Retail Location.

46. On December 29, 2023, and upon learning of Defendants various breaches of the Master Rollup Agreement and Letter Agreement, Plaintiff submitted a cease and desist letter to Defendants demanding that they not open the dispensary at the Retail Location. Plaintiff attaches a true and correct copy of its cease and desist letter as **Exhibit 4**.

47. On January 14, 2024, Defendants responded to Plaintiff's cease and desist letter stating that they would not adhere to its requests. Plaintiff attaches a true and correct copy of Defendants' response as **Exhibit 5**.

FIRST CAUSE OF ACTION

(Declaratory Relief Against Cookies Corporate)

48. Plaintiff incorporates by reference, as though fully set forth herein, the allegations in Paragraphs 1 through 47 of this Complaint.

49. As evidenced by Defendants' January 14, 2024 letter in response to Plaintiff's December 29, 2023 cease and desist letter, a controversy now exists relating to the rights and duties of the parties relating to the Master Rollup Agreement as clarified by the Letter Agreement.

50. Specifically, the Letter Agreement provides in relevant part:

> Consistent with the Master Rollup Agreement, CRE will have the first opportunity and priority (for a reasonable period of time) establish new Branded Retail Stores in new regions, markets and submarkets. The parties desire to further define: (a) what constitutes a "new region[s], market[s] and submarket[s]"; and (b) what constitutes a "reasonable period of time" under the Master Rollup Agreement as follows:
>
> (a) New Markets. A "new region, market and submarket" means any market that is not a "Mature Market" (as defined below), as well as any new city/country/region (as applicable) in California and any Mature Market that has not yet issued licenses (e.g., Redondo Beach, CA), with the following exceptions.
>
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>
> (b) Mature Markets. [New York is not listed]
>
> . . . .
>
> (c) New Entry Period. A "reasonable period of time" shall mean twelve (12) months from the date the first new license issued by any such New Market first becomes "Viable" (the "New Entry Period"). "Viable" means the date that the first license can be

> held and used in such New Market without threat of revocation or modification from a pending lawsuit (including an appeal thereof) threatening at least the majority of new licenses issued in such New Market.

51. As noted above, OCM did not issue the first CAURD licenses until November 21, 2022, and the *Fiore* lawsuit threatened the revocation or modification of a majority of the licenses issued in the State of New York. Further, OCM has yet to issue any retail licenses.

52. Plaintiff contends that pursuant to the plain language of the Letter Agreement, the earliest that the New York market could be considered "viable" was on December 1, 2023, when the *Fiore* lawsuit settled and a majority of the CAURD licenses were no longer threatened with revocation or modification. As such, Plaintiff contends that it should have the "first opportunity and priority" for no less than twelve (12) months from December 1, 2023, to submit an application to OCM to open a Cookies branded retail store and to establish a Cookies branded retail store in the State of New York.

53. Defendants absurdly contend that the New York market was never a "new" because "original New York licenses for medical cannabis retailers were issued back in 2015." This assertion is plainly rebutted by the plain language of the Master Rollup Agreement and Letter Agreement.

54. Alternatively, Defendants untenably contend that the applicable date should be November 17, 2022. This reading would require the Parties to ignore the term "viable" from the Letter Agreement and would also ignore the fact that Defendants still applied for a CAURD license as a Retail Location on or about May 10, 2023—well before Plaintiff's exclusivity period had expired under Defendants' miscalculated expiration date.

55. Based thereon, an actual controversy has arisen and now exists relating to the rights and duties of the parties relating to the Master Rollup Agreement and the Letter Agreement.

56. Plaintiff desires a judicial determination of the parties' rights and duties under the Master Rollup Agreement and the Letter Agreement.

57. A judicial declaration is necessary and appropriate at this time so that the Parties can ascertain their respective rights and duties under the Master Rollup Agreement and the Letter Agreement. Declaratory relief would inform the parties' future conduct and lessen financial or other burdens being caused by the unsettled state of affairs.

SECOND CAUSE OF ACTION

(Permanent Injunction Against All Defendants)

58. Plaintiff incorporates by reference, as though fully set forth herein, the allegations in Paragraphs 1 through 57 of this Complaint.

59. Defendants are currently violating, or interfering with, Plaintiff's contractual rights, namely Plaintiff's rights to: (1) CR to submit an application in New York identifying CR (or its affiliate) as the exclusive partner of Cookies Corporate and the Cookies brand, (2) to open the first Cookies-branded retail store in New York, and (3) by negotiating with each other about opening a Branded Herald Square Store during the New Entry Period.

60. Plaintiff does not have an adequate remedy at law. Plaintiff stands to lose its right to be the first retailer in a New Market. The damages associated with this loss are incalculable.

61. Defendants have already caused irreparable reputational harm with the local community board, which has an advisory role on land use, zoning, and cannabis license permits.

62. Plaintiff is likely to prevail on the merits of its claims against Defendants.

63. Plaintiff will suffer serious and irreparable harm absent an injunction.

64. The equities are balanced in Plaintiff's favor.

65. Plaintiff seeks to permanently enjoin Defendants from developing, financing,

operating, promoting, advertising, or opening a cannabis dispensary in the State of New York under the "Cookies" brand.

PRAYER FOR RELIEF

WHEREFORE Plaintiff Cookies Retail, LLC prays for the following relief:

A. for entry of judgment in its favor and against Defendants;

B. for a declaration of the parties' rights and obligations pursuant to the Master Rollup Agreement and the Letter Agreement;

C. for injunctive relief;

D. for an award of reasonable attorneys' fees, costs and distributions against Defendant Cookies Creative Consulting & Promotions, Inc. pursuant to Paragraph 9(g) of the Master Rollup Agreement and Paragraph 11(f) of the Letter Agreement;

E. for costs of suit; and

F. for such other and further relief as this Court deems proper.

Respectfully submitted,

DATED: January 24, 2024

/s/Peter G. Siachos

GORDON REES SCULLY MANSUKHANI, LLP
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One Battery Park Plaza, 28th Floor
New York, NY 10004
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DATED: January 24, 2024

/s/ Pokuaa M. Enin

BUCHALTER, A Professional Corporation
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Attorneys for Plaintiff Cookies Retail, LLC

EXHIBIT 1

Execution Copy

MASTER ROLLUP AGREEMENT

THIS MASTER ROLLUP AGREEMENT (the "***Agreement***"), dated as of September 16, 2019 (the "***Effective Date***"), is entered into by and between Cookies Retail LLC, a California limited liability company ("***CR***"), and Cookies Creative Consulting & Promotions, LLC, a California limited liability company (the "***Company***").

RECITALS

A. The Company and Bakery Partners, LLC, a California limited liability company ("***Bakery Partners***") are the sole members of CR pursuant to that certain limited liability company operating agreement, dated as of the Effective Date, in substantially the form attached hereto as Exhibit 6 (the "***Operating Agreement***").

B. The Company is the owner or exclusive licensee, as applicable, of: (a) the trademarks, service marks, trade names, design marks and commercial symbols identified on Exhibit 1; (b) such other common law trademarks, service marks, trade names, design marks and commercial symbols which have become associated with the Company or its business; and (c) all applications and common law rights related to the foregoing (the "***Company Marks***").

C. In furtherance of its business, the Company anticipates granting certain third parties the right to use the Company Marks in connection with the development, establishment and operation of licensed retail cannabis stores in compliance with Applicable Law (as defined in Section 1) in certain authorized locations (each such store, a "***Branded Retail Store***") pursuant to a retail license agreement in substantially the form attached hereto as Exhibit 2 (a "***Retail License Agreement***").

D. Pursuant to each Retail License Agreement, the Company has a Rollup Option (as defined in Section 1) to acquire the applicable Branded Retail Store for the Rollup Consideration (as defined in Section 1) pursuant to the terms and conditions of the Retail License Agreement (the business described in Recitals C and D, the "***Company Retail Strategy***").

E. CR and the Company desire to enter into this Agreement for the purpose of furthering the Company Retail Strategy, upon the terms herein contained.

NOW, THEREFORE, in consideration of the foregoing recitals and of the promises and conditions herein contained, it is agreed as follows:

1. Certain Definitions. For purposes of this Agreement, the following terms shall have the following definitions:

(a) "***Aggregate Rollup Consideration***" means the sum of the Rollup Considerations of CAPEX Stores for which the Company's Rollup Option has been exercised as of the Measurement Date.

(b) "***Applicable Law***" means all applicable federal, state, and local laws, rules, and regulations applicable to the business and activities contemplated herein, except the Federal Comprehensive Drug Abuse Prevention and Control Act of 1970 or the Controlled Substances Act and any other federal laws of the United States implicated by the cultivation, manufacturing, production, distribution, marketing and sale of cannabis products.

(c) "***CAPEX Store***" means a Branded Retail Store that is subject to a Retail License Agreement between the Company and a Qualifying Party that is entered into prior to or during the Term and in which CR has either (i) acquired the Minimum Interest, or (ii) invested at least four hundred thousand and 00/100 U.S. Dollars ($400,000.00) in connection with such Branded Retail Store.

(d) "***Change of Control***" means the consummation of any of the following events: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the applicable company representing fifty percent (50%) or more of the total voting power represented by the company's then outstanding voting securities, whether by tender offer, or otherwise; (ii) the consummation of a merger or consolidation of the applicable company with any other entity, other than a merger or consolidation which would result in the voting securities of the company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the total voting power represented by the voting securities of the company or such surviving entity outstanding immediately after such merger or consolidation; or (iii) the sale or disposition by the applicable company of all or substantially all of the company's assets.

(e) "***Company Enterprise Value***" means: (i) in the case of a Change of Control of the Company, the total cash and non-cash (including the assumption of debt) consideration received by the Company on the closing of such Change of Control, net of any fees and expenses, divided by the percentage interest in the Company subject to such Change of Control (*e.g.*, if the consideration is one billion an 00/100 U.S. Dollars ($1,000,000,000) for fifty percent (50%), the Company Enterprise Value would be two billion and 00/100 U.S. Dollars ($2,000,000,000); and (ii) in the case of an IPO, an amount equal to the aggregate Fair Market Value of the Company after adding back debt and other liabilities (*e.g.*, if the shareholder equity is one billion two hundred million and 00/100 U.S. Dollars ($1,200,000,000) and debt and liabilities total eight hundred million and 00/100 U.S. Dollars ($800,000,000), the Company Enterprise Value would be two billion and 00/100 U.S. Dollars ($2,000,000,000), calculated on a consolidated basis, immediately prior to such IPO.

(f) "***Company Multiple***" means the quotient obtained by dividing: (i) the Company Enterprise Value; by (ii) the Company Revenue.

(g) "***Company Revenue***" means the aggregate revenue of the Company for the trailing twelve (12) months prior to the Measurement Date.

(h) "***CRE***" means Cookies Real Estate LLC, a California limited liability company.

(i) "***CR License Agreement***" means that certain License Agreement, dated as of the Effective Date, in the form attached hereto as Exhibit 3.

(j) "***CR Portfolio Percentage***" means twenty-five percent (25%).

(k) "***CR Portfolio Revenue***" means the revenues of all CAPEX Stores, where such revenues are calculated: (i) for a Stabilized CAPEX Store, for the trailing twelve (12) months prior to the Rollup Date; and (ii) for an Unstabilized CAPEX Store: (1) if such Unstabilized CAPEX Store has been open for twelve (12) months or more prior to the Rollup Date, the revenue of such Unstabilized CAPEX Store for the trailing six (6) months, multiplied by two (2); (2) if such Unstabilized CAPEX Store has been open for less than twelve (12) months prior to the Rollup Date, the revenue of such

Unstabilized CAPEX Store for the trailing three (3) months, multiplied by four (4); or (3) if such Unstabilized CAPEX Store is unopened at on the Rollup Date, a reasonable and good-faith estimate of the revenue of such Unstabilized CAPEX Store for the first three (3) months of operations as determined by the Company based upon data from similarly situated Branded Retail Stores, multiplied by four (4).

(l) "***CR Portfolio True-Up Value***" means the product of: (i) the revenue of an Unstabilized CAPEX Store for the trailing twelve (12) months immediately prior to the Stabilization Date; and (ii) the Company Multiple.

(m) "***CR Portfolio Value***" means the product of: (i) the Company Multiple; and (ii) the CR Portfolio Revenue.

(n) "***Fair Market Value***" is calculated by the Company in good faith.

(o) "***Invested Capital***" means any and all costs required to acquire, develop, improve, open and commence operations of a Branded Retail Store, including, without limitation, license acquisition costs, license application costs, design, construction and build-out costs, labor and materials costs, initial inventory costs, rent and carry costs prior to opening, and cumulative net operating losses (if any).

(p) "***IPO***" means an underwritten equity financing of a company, in a single transaction or a series of related transactions that yields gross proceeds to such company of at least Fifty Million Dollars ($50,000,000) in the aggregate, and as part of or in connection with such equity financing, such company, or its successor, has its common stock traded on any exchange, including, without limitation, any securities exchange, the NASDAQ National Market or over-the-counter exchange.

(q) "***Measurement Date***" means the earlier of the closing of a Change of Control or IPO.

(r) "***Minimum Interest***" means the lesser of: (i) twenty percent (20.0%) of (A) the issued and outstanding equity interests, calculated on a fully diluted basis, of the entity that owns or operates the applicable Branded Retail Store, or (B) the economic interest of the entity that owns or operates the applicable Branded Retail Store; and (ii) the highest percentage ownership or economic interest that a party is permitted to hold of an entity that owns a state license to own and operated a Branded Retail Store under Applicable Law without being considered an "owner" of such entity; provided, that the ownership interest under clause (ii) may not be less than nine and nine-tenths percent (9.9%), unless otherwise agreed in writing by the Company.

(s) "***Qualifying Party***" means CR, Bakery Partners, CRE or any other party that entered into a Retail License Agreement with the Company as a result of negotiations facilitated by CR, Bakery Partners or CRE.

(t) "***Rollup Agreement***" has the meaning set forth in the Retail License Agreement.

(u) "***Rollup Date***" means, with respect to any Branded Retail Store for which the Company exercises its Rollup Option, the date upon which the transactions contemplated by the Rollup Agreement are consummated, as determined by the Company in good faith.

(v) "***Rollup Consideration***" has the meaning set forth in the Retail License Agreement.

(w) "***Rollup Option***" has the meaning set forth in the Retail License Agreement.

(x) "***Stabilized CAPEX Store***" means a CAPEX Store that has been open for more than twenty-four (24) months.

(y) "***Stabilization Date***" means the date upon which an Unstablized CAPEX Store becomes a Stabilized CAPEX Store.

(z) "***Unstabilized CAPEX Store***" means any CAPEX Store that is not a Stabilized CAPEX Store.

(aa) "***Unstabilized CAPEX Store Portfolio Value***" means the product of: (i) the Company Multiple; and (ii) the revenue of all Unstabilized CAPEX Stores as calculated pursuant to clause (ii) of the definition of "CR Portfolio Revenue."

2. CAPEX Stores.

(a) Establishment. In furtherance of the Company Retail Strategy, CR shall: (i) identify opportunities to establish, acquire, construct, develop, own, operate and/or otherwise invest in licensed retail cannabis stores that will be operated as Branded Retail Stores in the United States and other international markets, each pursuant to a Retail License Agreement if the Company determines (in its sole discretion) to enter into such Retail License Agreement with respect to such Branded Retail Store; and (ii) if and to the extent that the Company determines (in its sole discretion) to enter into a Retail License Agreement with one or more Qualifying Parties with respect to any Branded Retail Store, financing certain capital or other expenditures in connection with the applicable Branded Retail Store, as determined by CR in its sole discretion pursuant to the terms and conditions of the Operating Agreement (collectively, the "***CR Business Plan***"). Notwithstanding any provision herein to the contrary, CR shall not be required to make capital or other expenditures with respect to any Branded Retail Store that has not been approved by CR in its sole discretion.

(b) Exclusivity. The Company agrees that, during the Term: (i) it will not enter into any agreement or arrangement (oral or written) with any third party other than CR or its affiliates pursuant to which such third party provides or agrees to provide capital to finance the construction and/or operation of a Branded Retail Store in furtherance of the Company Retail Strategy, and (ii) it will provide CR with the first opportunity and priority (for a reasonable period of time) to establish new Branded Retail Stores in new regions, markets and submarkets; provided, that nothing in this Section 2(b) shall prohibit the Company or its affiliates from providing or agreeing to provide capital to a Branded Retail Store in furtherance of the Company Retail Strategy.

(c) Entry Into Retail License Agreement. In connection with executing the CR Business Plan, the Company hereby authorizes CR to provide prospective Branded Retail Stores (and/or the owners of such prospective Branded Retail Stores who are potential Qualifying Parties) with a copy of the Retail License Agreement in substantially the form attached hereto as Exhibit 2. The parties acknowledge and agree that (a) the Royalty Fees (as defined in the Retail License Agreement) shall be determined on a case-by-case basis by the parties after good faith consultation, (b) CR shall use commercially reasonable efforts to negotiate with its partners to obtain Royalty Fees in an amount acceptable to the Company, (c) any such Royalty Fees shall not be charged by the Company (or shall be returned by the Company to CR, if agreed upon by the parties) with respect to CR's equity or economic interest in the Branded Retail Store, and (d) the parties shall cooperate in good faith to ensure that CR will be in the same financial position as it otherwise would have been in the absence of any Royalty Fees. Without limiting Section 2(b), the Company further agrees to confer in good faith with CR on a case-by-case basis concerning potential exclusivity areas for specific Branded Retail Stores (the "***Exclusivity Areas***") in which CR will have the exclusive right for a period of time (such mutually agreed upon period of time, the "***Exclusivity Window***") to establish or cause to be established a Branded Retail Store in such Exclusivity Area; provided, that nothing herein shall obligate the Company to agree to any such Exclusivity Areas. Without limiting Section 6, CR acknowledges and agrees that the Company, in its sole and absolute discretion, shall determine whether or not to enter into each and every Retail License Agreement; provided, that the Company agrees that it will use its reasonable best efforts to enter into a Retail License Agreement with a Branded Retail Store identified by CR in each Exclusivity Area during the applicable Exclusivity Window.

(d) Exclusive Products. The Company acknowledges and agrees that from time to time it shall offer Licensed Products (as defined in the Retail License Agreement) for purchase by each CAPEX Store that will be exclusive to such CAPEX Store and Other Branded Retail Stores (as defined in the Retail License Agreement), including, but not limited to, new strains, special product launches and drops and limited supply/edition strains and products (such products, "***Exclusive Products***"). The Company agrees to use commercially reasonable efforts to offer each CAPEX Store the opportunity and priority to purchase any Exclusive Products that are manufactured by or at the direction of the Company in the jurisdiction in which such CAPEX Store resides (subject to the terms and conditions of the applicable Retail License Agreement entered into with such CAPEX Store). CR acknowledges that Exclusive Products will vary by the jurisdiction in which the CAPEX Store resides. Notwithstanding the foregoing, the Company agrees to use commercially reasonable efforts to provide each CAPEX Store with a consistent supply of Exclusive Products.

(e) Initial Inventory. The Company shall use reasonable best efforts to cause initial inventory and inventory required prior to the Stabilization Date to be made available to each CAPEX Store with payment on a net-90 basis.

(f) Management. Upon request by CR, the Company shall manage and operate CAPEX Stores pursuant to a separate management agreement to be negotiated in good faith between the parties. Such management agreement shall provide for commercially reasonable terms and conditions that are approved by each party in its reasonable discretion. Pursuant to such management agreement, the Company shall be responsible for all operations of the CAPEX Store at CR's sole cost and expense, including (i) hiring, training, overseeing and monitoring employees and other personnel, (ii) establishing, managing and maintaining appropriate inventory and supply levels, ordering and stocking products, (iii) managing cash, depositing all revenue into operating accounts and maintaining records related thereto, and (iv) physical maintenance and repair of the CAPEX Store, the building and landscaping as required under the applicable lease for the premises].

3. License. In connection with executing the CR Business Plan, the Company has, effective as of the Effective Date, granted CR a license to use the Company Marks pursuant to the CR License Agreement, which license is granted, operable and terminable solely according to the terms and conditions set forth therein.

4. Term. The term of this Agreement shall commence on the Effective Date and continue until terminated pursuant to Section 8 (the "***Term***").

5. Portfolio Rollup Consideration. The parties acknowledge that CR's portfolio of CAPEX Stores, and the Company's right to elect in its sole discretion to exercise its Rollup Option with respect to

only those CAPEX Stores that are most desirable to the Company, has a collective fair market value substantially in excess of the aggregate fair market value of the individual CAPEX Stores (if such CAPEX Stores were not assembled as part of a portfolio of assets). As a result, if the Company exercises its Rollup Option with respect to any CAPEX Store, the parties acknowledge and agree that CR shall be entitled to receive, as consideration for its pro rata share of each such CAPEX Store for which the Company has exercised its Rollup Option, when taking into consideration CR's portfolio of CAPEX Stores available for rollup by the Company, an amount equal to the sum of the following (collectively, the "***Portfolio Rollup Consideration***"):

(a) the product of (x) the CR Portfolio Percentage; and (y) the difference between (A) the CR Portfolio Value, and (B) the Aggregate Rollup Consideration (the "***CAPEX Store Interest***"), *plus* the greater of: (a) CR's *pro rata* portion of the Rollup Consideration; and (b) 1.0x Invested Capital; and

(b) the product of: (x) the CR Portfolio Percentage, and (y) the positive difference between (A) the CR Portfolio True-Up Value, and (B) the Unstabilized CAPEX Store Portfolio Value (the "***True-Up Interest***"), *plus* the greater of: (a) CR's *pro rata* portion of the Rollup Consideration; and (b) 1.0x Invested Capital.

The Company will issue, and CR shall receive in exchange for its interest in each CAPEX Store, the CAPEX Store Interest at the time of the consummation of a Change of Control or IPO and, if applicable, the True-Up Interest, within one (1) month after the Stabilization Date, in each case in the form of an equity interest in the Company (or any successor to the Company) as of the Rollup Date, and pursuant to such terms and conditions, commensurate with equity interests in the Company (or any successor to the Company) provided to other investors of the Company and subject to the minimum lockout period offered to other investors of the Company (it being acknowledged and agreed, however, that the CAPEX Store Interest and, if applicable, the True-Up Interest, shall each be vested and non-forfeitable upon their respective issuances).

For illustrative purposes only, a sample calculation of the CAPEX Store Interest is attached hereto as Exhibit 4 and sample calculations of Invested Capital are attached hereto as Exhibit 5.

6. Non-Employment. CR shall execute the CR Business Plan as provided herein not as an employee of the Company. CR acknowledges and agrees CR may not, at any time, bind or otherwise obligate the Company in any manner whatsoever without obtaining the prior written approval of the Company therefor. The parties hereby acknowledge and agree that any Portfolio Rollup Consideration received pursuant to Section 5 hereof shall not represent consideration for services that are performed as an employee, and shall therefor be paid without any deductions or withholdings taken therefrom for taxes or for any other purpose. CR further acknowledges that the Company makes no warranties as to any tax consequences regarding payment of such Portfolio Rollup Consideration, and specifically agrees that the determination of any tax liability or other consequences of any Portfolio Rollup Consideration received hereunder is CR's sole and complete responsibility and that CR will be liable for all taxes, if any, assessed on such Portfolio Rollup Consideration under the applicable laws of any Federal, state, local or other jurisdiction; provided, however that the Company shall cooperate in good faith with CR in order to minimize CR's tax liability in connection with the Portfolio Rollup Consideration received under this Agreement and the Retail License Agreement. CR also agrees that during the Term, CR shall not be entitled to or eligible to participate in any of the benefits that the Company or any of its affiliates makes available to its employees, such as group insurance, profit-sharing, retirement, bonus, equity or equity-based incentives or other benefits (and waives the right to receive any such amounts or benefits), and will not be credited with service or age credit for purposes of eligibility, vesting or benefit accrual under any employee benefit plan of the Company or any of its affiliates.

7. Indemnification. Each party hereto (as applicable, the "***Indemnifying Party***") agrees to indemnify and hold harmless the other parties hereto and each of their respective owners, officers, managers, employees, members, Affiliates, agents, representatives, successors and assigns (collectively, the "***Indemnified Parties***") from and against any and all liabilities, lawsuits, claims, damages, losses and expenses (including reasonable attorney's fees and expenses) incurred in connection with or arising out of any breach by the Indemnifying Party of any warranty, representation, covenant or obligation of the Indemnifying Party hereunder.

8. Termination.

(a) Automatic Termination. This Agreement shall terminate automatically on the consummation by the Company of a Change of Control or IPO and the payment of all CAPEX Store Interests and True-Up Interests.

(b) Right to Terminate Subject to Cure. Either the Company or CR will have the right to terminate this Agreement upon written notice to the other party if the other party breaches any material term of this Agreement which breach is of a curable nature, provided, that the breaching party has failed to cure any such breach within thirty (30) days after written notice of breach from the non-breaching party; provided, however, if such breach is not reasonably capable of being cured within thirty (30) days, the breaching party shall have such additional period of time as is reasonably required to cure such breach provided that the breaching party commences to cure such breach with thirty (30) days and diligently prosecutes the same to completion.

9. Miscellaneous.

(a) Acknowledgement. Without limiting the terms and conditions of Sections 2 and 6, CR acknowledges and agrees that the Company shall have the sole and absolute discretion about whether or not to exercise the Company's Rollup Option under any Retail License Agreement.

(b) Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(c) Governing Law. This Agreement shall be governed by the internal laws of the State of California without taking into account its principles of conflicts of laws.

(d) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(e) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(f) Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (i) personal delivery to the party to be notified, (ii) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 9(f). If notice is given to Bakery Partners or CR, a copy (which shall not constitute notice) shall also be sent to Cookies Real Estate LLC, at 287 Sherwood Street, Costa Mesa CA 92627, Attention: Ryan Johnson, and if notice is given to the Company, a copy (which shall not constitute notice) shall also be given to Moulton | Moore LLP, 2431 Main Street, Suite C, Santa Monica, CA 90405, Attention: Mike Moulton.

(g) Attorneys' Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

(h) Amendments and Waivers. Any term of this Agreement may be amended, terminated or waived only with the written consent of the Company and CR.

(i) Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

(j) Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

(k) Entire Agreement; Assignment. This Agreement constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled. This Agreement shall not be assigned by any party without the prior written consent of each party. Any purported assignment in violation of this Section 9(k) shall be null and void.

(l) Dispute Resolution.

(i) In the event of any dispute or controversy between the parties arising out of or in any way related to this Agreement (a "***Dispute***"), the parties shall attempt in good faith to resolve through negotiation such Dispute. Either party may initiate negotiations of any Dispute by providing written notice to the other party, setting forth the subject of the Dispute. The recipient of such notice will respond in writing within ten (10) calendar days with a statement of its position on and recommended solution to the Dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within thirty (30) calendar days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute.

(ii) Except as qualified below, if the Dispute is not resolved by these negotiations, such Dispute shall be settled exclusively by final and binding arbitration in San Francisco, California in accordance with the then current rules of JAMS, and the arbitration shall be administered by JAMS pursuant JAMS' Streamlined Arbitration Rules and Procedures. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts.

(iii) The parties submit and consent to the exclusive jurisdiction of the state courts in the City and County of San Francisco, State of California, United States to compel arbitration, to confirm an arbitration award or order, or to handle other court functions exclusively in accordance with the California Arbitration Act. The parties may seek recognition and enforcement of any California state court judgment confirming an arbitration award or order in any U.S. state court or in any court outside the United States and its territories. The parties expressly waive any right of removal to the United States federal courts, and the parties expressly waive any right to compel arbitration, confirm any arbitral award, or seek any aid or assistance of any kind in the United States federal courts. By entering into this Agreement, the parties are waiving their constitutional right to have any Disputes decided in a court of law or before a jury and waive the right of appeal, and instead of relying on said rights, each party is solely and knowingly accepting the use of arbitration as a means of resolution of any Disputes. The parties agree that this clause has been included to rapidly and inexpensively resolve any disputes between them with respect to this Agreement.

(iv) The laws of the state of California, including the California Arbitration Act, shall apply exclusively as the laws governing this arbitration agreement between the parties, with the sole exception of the California Choice of Law provisions, which shall not apply.

(v) Notwithstanding the other provisions of this Section 9(v), the parties agree that the following claims will not be subject to arbitration: (A) any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder; and (B) any action in ejectment or for possession of any interest in real or personal property.

(m) Waiver of Jury Trial. WAIVER OF JURY TRIAL: TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS

THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

(n) Confidentiality. Each party (the "***Receiving Party***") agrees that such party shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of fulfilling its obligations under this Agreement, either during the Term or at any time thereafter, any business and technical information or trade secrets, nonpublic, proprietary or confidential information, knowledge or data relating to the other party and its Affiliates (the "***Disclosing Party***"). The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Receiving Party, (ii) becomes generally known to the public subsequent to disclosure to the Receiving Party through no wrongful act of such party or any representative of the Receiving Party, or (iii) the Receiving Party is required to disclose by applicable law, regulation or legal process (provided that the Receiving Party provides the Disclosing Party with prior notice of the contemplated disclosure and cooperates with the Disclosing Party at its expense in seeking a protective order or other appropriate protection of such information).

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS HEREOF, the parties have caused this Master Rollup Agreement to be executed as of the date first above written.

Cookies Creative Consulting & Promotions, LLC

By: DocuSigned by: Parker Berling 88C1FFBED5C2498... ____________________
Name: Parker Berling
Its: Authorized Officer

By: DocuSigned by: 4230E31C4C0E40C... ____________________
Name: Gilbert A. Milam, Jr.
Its: Authorized Officer

Address for Notices:
2351 Circadian Drive
Santa Rosa, CA 95407
E-Mail: parker@cookiescalifornia.com

Cookies Retail LLC

By: DocuSigned by: 40F5FA4745EF435... ____________________
Name: Brandon Johnson
Its: Manager

Address for Notices:
4400 MacArthur Blvd., Suite 970
Newport Beach, CA 92660
E-Mail: bj@cookiesre.com

Exhibit 1

Certain Company Marks

Trademarks:[1]

"COOKIES"

Country	Class(es)	Serial Number	Registration Number	Notes
United States	5, 30, 31, 32	87234623		
United States	7, 14, 16, 28	87264411	5305158	
United States	34	86764189	4951161	
United States	18, 21	86697479	5319867	

"C" Logo with Bite

Country	Class(es)	Serial Number	Registration Number	Notes
United States	5, 30, 31, 31, 3, 7, 14, 16, 18, 21	87237950		
United States	25, 28	8726441	5305159	

Stylized "C" Logo

Country	Class(es)	Serial Number	Registration Number	Notes
United States	5, 30, 31, 32	87241585		

[1] Marks with the following USPTO registration numbers may not be used in connection with any classes of goods and/or services covered by such Marks: 5305158; 5305159; 4951161; 5319867; 4619692. Marks with the following serial numbers may not be used in connection with any classes of goods and/or services covered by such Marks: 88232372; 88230530; 88230521.

Exhibit 2

Form of Retail License Agreement

[*Attached*]

Final Form

LICENSE AGREEMENT

BETWEEN

COOKIES CREATIVE CONSULTING & PROMOTIONS, LLC

AND

[LICENSEE]

LICENSE AGREEMENT

BASIC TERMS:

A. CONTRACT NO:	______________
B. EFFECTIVE DATE:	As of __________________, 2019 (the "***Effective Date***").
C. PARTIES:	Cookies Creative Consulting & Promotions, LLC, a California limited liability company ("***Licensor***") [address] [address] / ___________________, a, _________________ ("***Licensee***") [address] [address]
D. LICENSED PRODUCTS:	"***Licensed Products***" means those products, goods and articles defined in Exhibit 1, as updated from time to time in accordance with this Agreement.
E. LICENSED PROPERTY:	"***Licensed Property***" means the: (a) trademarks, service marks, trade names, design marks and commercial symbols identified on Exhibit 2, (b) such other common law trademarks, service marks, trade names, design marks and commercial symbols owned by Licensor and which have become associated with Licensor or its business (the property identified in clauses (a) and (b), the "***Marks***"), (c) all copyright protected documents, designs, and marketing materials related to the Marks, and (d) all applications and common law rights related the foregoing.
F. RIGHTS GRANTED:	Subject to the terms of the Agreement, Licensor hereby grants to Licensee during the Term the non-exclusive right to: (a) utilize the Licensed Property in connection with the development, establishment and operation of a retail cannabis store in each authorized location set forth on Exhibit 3 (each, an "***Authorized Location***" and each such store, a "***Branded Retail Store***"); and (b) advertise, publicize, market and sell the Licensed Products to retail customers through the Branded Retail Store.
G. DEDICATED RETAIL SPACE:	☐ YES, subject to the terms of the Agreement. ☐ NO
H. TERM:	The term of this Agreement (the "***Term***") commences as of the Effective Date and will continue in perpetuity, except as terminated as provided in this Agreement.
I. PAYMENTS:	For Licensed Products sold at each Branded Retail Store, ______ percent (____%) of Net Sales.
J. PROPOSED SALES	Initial Sales Plan due by the three (3)-month anniversary of the

PLAN(S):	Effective Date. Thereafter during the Term, a monthly Sales Plan due by the fifth (5th) day of each calendar month during the Term, commencing with _______, 20___, in accordance with the terms and conditions of the Agreement.
K. ENTIRE AGREEMENT:	The foregoing Basic Terms, together with the Standard Conditions and all Exhibits and Schedules attached hereto and thereto, all of which are incorporated herein by reference, are referred to collectively as this "***Agreement***" and constitute the complete and entire agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, negotiations, communications and understandings (both written and oral) regarding such subject matter. This Agreement, whether or not executed by the parties, shall not become effective until all required documentation (including, but not limited to, documentation evidencing the establishment of the Operating Subsidiary, any licenses and/or certificates necessary to operate the Branded Retail Store) have been received by Licensor. In the event of a conflict between the terms or conditions of the Standard Conditions and those of these Basic Terms, the terms and conditions of these Basic Terms shall prevail. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

All terms not otherwise defined herein shall have the meanings ascribed to them in the Standard Conditions (including any Exhibits and/or Schedules thereto) attached hereto.

LICENSOR:	**LICENSEE**:
COOKIES CREATIVE CONSULTING & PROMOTIONS, LLC	[_________________________]
By: ________________________________	By: ________________________________
Print Name: _________________________	Print Name: _________________________
Title: ______________________________	Title: ______________________________

STANDARD CONDITIONS

All terms not otherwise defined herein shall have the meanings ascribed to them in the Basic Terms to which these Standard Conditions are attached.

1. **License**.

1.1. **Grant of License**. In consideration of the promises, representations, warranties, obligations, payments and agreements made or assumed by Licensee hereunder and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term a non-exclusive license (the "***License***") to: (a) utilize the Licensed Property in connection with the establishment, development and operation of a Branded Retail Store at each Authorized Location; and (b) advertise, publicize, market and sell Licensed Products and/or Affiliate Products (as defined in Section 2.2(e)) that have been purchased by Licensee (or an Operating Subsidiary (as defined in Section 2.1) directly from Licensor or its designated affiliates to customers through the Branded Retail Store, in each case, all in strict compliance with Applicable Law (as defined in Section 5.2(c)).

1.2. **License Acceptance**. Licensee accepts the foregoing License and agrees to undertake the obligation to develop, establish and operate the Branded Retail Store at each Authorized Location using the Licensed Property, and to perform the obligations established herein in compliance with the terms and conditions of this Agreement. Licensee agrees to pursue diligently and vigorously the promotion and sales of Licensed Products at each Branded Retail Store in order to realize the maximum sales potential for the Licensed Products at each Branded Retail Store.

1.3. **Non-Exclusivity and Reservation of Rights**. The License is limited to the right to develop and operate a Branded Retail Store at each Authorized Location and sell Licensed Products and Affiliate Products that have been purchased by Licensee from Licensor or its designated affiliates to customers within or originating from such Branded Retail Store. Without limiting the foregoing, the License does not provide Licensee with any right to (i) market and sell Licensed Products identified by the Licensed Property at any location outside the Authorized Location(s), except for authorized delivery services as described in Section 2.2(g), (ii) market or sell Licensed Products through any alternative channels or methods of distribution, including, but not limited to, the internet (or any other existing or future form of electronic commerce), (iii) market or sell Licensed Products to any person or entity for resale or further distribution, except as Licensor may designate in writing, or (iv) exclude, control or impose conditions on the development by Licensor, its affiliates, designees and licensees of additional future retail cannabis stores that are branded and identified by the Licensed Property ("***Other Branded Stores***") at any time or at any location regardless of the proximity to the Authorized Location. Licensee acknowledges that, except as otherwise agreed in writing by Licensee and Licensor, Other Branded Stores may in the future be located in close proximity to a Branded Retail Store.

Licensor retains all rights that are not expressly granted to Licensee under this Agreement. Further, Licensor may, among other things, on any terms and conditions it deems advisable, without compensation to Licensee, and without granting Licensee any rights therein:

(a) Establish and/or license others to establish Other Branded Stores, whether owned by Licensor, its affiliates or otherwise, at any location regardless of the proximity of such Other Branded Store;

(b) Merge with, acquire or become associated with any businesses or retail cannabis stores of any kind under other marks, which businesses and retail cannabis stores may use the Licensed Property and may offer or sell products, merchandise and services that are the same as or similar to the Licensed Products;

(c) Offer, sell and distribute for Licensor and/or license others to offer, sell and distribute through any method of distribution, products, merchandise and services the same as or different from the Licensed Products that are offered, sold and distributed using the Licensed Property or intellectual property different from the Licensed Property through any distribution channels or methods, including, without limitation, Other Branded Stores (whether owned by the Company, its affiliates or otherwise), wholesale and through distributors.

1.4. **Sublicensing**. Licensee shall have no right to, and shall not, sublicense to any third party any right licensed to it under this Agreement unless and until Licensor has approved in writing such third party and such sublicense and such third party has executed a sublicense agreement in form and substance acceptable to Licensor (in Licensor's reasonable discretion).

2. **Obligations of Licensee**.

2.1. **Operating Subsidiaries**. For each Branded Retail Store, except as otherwise agreed in writing by Licensor, Licensee shall form one (1) or more subsidiary (each, an "***Operating Subsidiary***") that is wholly owned by Licensee (if the Licensee will not own and operate the Branded Retail Store directly). If Licensee will own and operate the Branded Retail Store, the term Operating Entity shall include Licensee. Each Operating Subsidiary will operate and manage a Branded Retail Store and will own all assets associated with such Branded Retail Store. Each Operating Subsidiary shall not own any assets other than those associated with such Branded Retail Store and shall not be used except in connection with the operation and management of such Branded Retail Store.

2.2. **Branded Retail Store**.

(a) Site Under Control. Licensee shall be solely responsible for purchasing or leasing the premises located at the Authorized Location, including, but not limited to, evaluating, negotiating and entering into the purchase and sale agreement or the lease for the Branded Retail Store premises by and in the name of the Operating Subsidiary. Licensee shall not use or permit the use of the premises or Authorized Location for any purpose other than the operation of a Branded Retail Store during the Term. Licensor does not make any guarantees concerning the success of the Branded Retail Store.

(b) Construction. Licensee shall be solely responsible for constructing, equipping and maintaining (or causing the Operating Subsidiary to maintain) the Branded Retail Store in compliance with Applicable Law. Without limiting the generality of the foregoing, Licensee shall be solely responsible for the following: (i) having prepared and submitted for approval by applicable governmental authorities plans and specifications for the construction of the Branded Retail Store; (ii) completing the construction and/or remodeling, equipment, fixtures, furniture and sign installation and decorating the Branded Retail Store in full and strict compliance with all applicable ordinances, building codes and permit requirements without any unauthorized alterations; (iii) obtaining all customary contractors' sworn statements and partial and final waivers, obtaining all necessary permits, licenses and architectural seals and complying with applicable legal requirements relating to the building, signs, equipment and premises, including, but not limited to, the Americans With Disabilities Act; and (iv) obtaining and maintaining all required zoning changes, building, utility, health, sanitation, and sign permits and licenses and any other required permits and licenses.

(c) Maintenance. The building, equipment, fixtures, furnishing, signage and trade dress (including the interior and exterior appearance) employed in the operation of the Branded Retail Store must be maintained solely by Licensee in a neat, clean, sanitary and safe condition and in compliance with Applicable Law, including, but not limited to, the Americans With Disabilities Act.

(d) Staffing & Licensee Representative. Licensee acknowledges that each Operating Subsidiary and each Branded Retail Store is an independent business and that Licensee and each applicable Operating Subsidiary is responsible for the control and management of each Branded Retail Store, including, but not limited to, the hiring and discharging of employees, setting work schedules, maintaining all employment records and setting and paying wages and benefits of its employees in accordance with Applicable Law. Licensee acknowledges that Licensor has no power, responsibility or liability in respect to the hiring, discharging or employees, setting work schedules, maintaining all employment records or setting and paying of wages or related matters. Licensee agrees to employ a team of individuals whose services shall be dedicated to the operation of the Branded Retail Store. Licensee shall designate in writing to Licensor one (1) or more persons (each, a "***Licensee Representative***") who has the authority to bind each Operating Subsidiary and Licensee in all dealings with Licensor. Licensee has specifically granted the Licensee Representative the authority to bind Licensee and each Operating Subsidiary. Without limiting anything in this Agreement, Licensor shall have the absolute right to rely on the representations, warranties and obligations undertaken on behalf of Licensee and/or Operating Subsidiary that are communicated in writing to Licensor by the Licensee Representative. If Licensee desires to change the person(s) who are its Licensee Representative, Licensee must, within ten (10) days prior to the effective date of each such change, provide written notice thereof to Licensor. As used in this Agreement, any reference to Licensee Representative includes all Licensee Representatives.

(e) Dedicated Retail Space. On a continuous basis throughout the Term, Licensee agrees to dedicate and use no less than fifty percent (50%) (the "***Dedicated Space Requirement***") of the Branded Retail Store to the sale of Licensed Products or other products and merchandise of affiliates that are designated in writing by Licensor (such other products and merchandise, "***Affiliate Products***"); provided, however, if Licensor does not make sufficient inventory available or deliver to Licensee in order to satisfy the Dedicated Space Requirement (as determined by Licensee after using reasonably best efforts to consult with Licensor), the Dedicated Space Requirement shall not apply unless and until Licensor makes sufficient inventory available and delivers the same to Licensee. Licensee shall purchase (or shall cause the Operating Subsidiary to purchase) such Licensed Products and Affiliate Products directly from Licensor or its affiliates (as applicable). Licensee shall have the right to elect whether to meet the Dedicated Space Requirement by dedicating and using at least fifty percent (50%) of the total shelf space, by square footage, of the Branded Retail Store for the sale of Licensed Products and/or Affiliate Products, or by ensuring that fifty percent (50%) of all products and merchandise SKUs offered for sale at the Branded Retail Store are Licensed Products and/or Affiliate Products. After consultation with Licensee, Licensor shall have the absolute right to determine the Licensed Products and Affiliate Products to be offered for sale by Licensor and its affiliates to Licensee for each Branded Retail Store. Licensor shall provide Licensee (or each Operating Subsidiary, as applicable) with a list of all Licensed Products and Affiliate Products available for purchase by Licensee for sale in each Branded Retail Store, which list may be changed by Licensor at any time. To facilitate a variety of products and merchandise offered for sale at each Branded Retail Store, Licensor shall have the right in its sole and absolute discretion to designate certain product mixes or packages of Licensed Products and Affiliate Products that may be purchased by Licensee (or each Operating Subsidiary, as applicable) from the Company and its affiliates for sale in each such Branded Retail Store. Licensor and its affiliates have the right in their sole and absolute discretion to establish or change pricing for the Licensed Products and Affiliate Products offered for sale to Licensee; provided, however, that prices established by Licensor shall be commercially reasonable (as determined in good faith by Licensor and consistent with rates charged to similarly situated retail cannabis stores and Other Branded Stores.

(f) Use of Licensed Property. Pursuant to the license granted herein, Licensee agrees to use the name "Cookies" as the trade name of each Branded Retail Store and neither Licensee nor any Operating Subsidiary may use any other mark or words to identify a Branded Retail Store without Licensee's prior written consent. Licensee agrees to post a prominent sign in the Branded Retail Store identifying such Branded Retail Store as a Cookies licensee in a format Licensor deems reasonably acceptable, including an acknowledgment that Licensee or its applicable Operating Subsidiary independently owns and operates the Branded Retail Store, that the Cookies Mark is owned by Licensor, and that Licensee's or its applicable Operating Subsidiary's use is under a license issued to Licensee. Licensee may not, however, use the word "Cookies" or any of the other Marks or Licensed Property as part of the legal name of Licensee's, any Operating Subsidiary's or any of their respective affiliates' corporation, partnership, limited liability company, or other similar entity; provided, however, that Licensee or its applicable Operating Subsidiary may use "Cookies" as part of a fictitious business name (i.e., "Cookies Union Square" or "Modesto Roots by Cookies"); provided, further, that in the event this Agreement is terminated, Licensee's or its applicable Operating Subsidiary's right to use "Cookies" as part of a fictitious business name shall cease and such part shall immediately cease using the word "Cookies" unless otherwise consented to in writing by Licensor. Without limiting anything else in this Agreement, including but not limited to Section 3, Licensee may use the Marks on various promotional materials, such as business cards and stationery, provided Licensee: (i) accurately depicts the Marks on the materials as prescribed by Licensor; (ii) includes a statement on the materials indicating that the business is independently owned and operated by Licensee or its applicable Operating Subsidiary; (iii) does not use the Marks in connection with any other trademarks, service marks, design marks or trade names unless Licensor specifically approves such use in writing prior to such use; and (iv) makes available to Licensor a copy of any materials depicting the Marks.

(g) Delivery Services. If Licensee or any Operating Subsidiary or Branded Retail Store desires to offer delivery service to customers, such delivery services must comply with Applicable Law. Any sales of Licensed Products and/or Affiliate Products from delivery services must be included in Gross Revenues for purposes of the Royalty Fees.

2.3. **Sales Plans**. Licensee shall submit to Licensor for Licensor's approval a sales plan in the form set forth on Exhibit 4, as amended by Licensor from time to time (each, a "***Sales Plan***") for each month during the Term (except as otherwise set forth in the Basic Terms). Each such Sales Plan will include, without limitation, all of the Plan Elements set forth in Exhibit 4, but Licensor's approval rights will not extend to product pricing or discounts provided to any customer of the Branded Retail Store. Except as otherwise indicated by Licensor in writing, each such submission shall occur prior to the sale of any Licensed Product hereunder for the applicable time period to which the Sales Plan relates (as updated from time to time). If Licensor disapproves of all or any part of a proposed Sales Plan (or any Plan Element thereof), Licensee shall revise such Sales Plan (or Plan Element thereof) and re-submit the same to Licensor for its approval. Licensor's approval of a Sales Plan (and any updates from time to time) shall not be deemed to constitute Licensor's approval of any other Sales Plan or update, as the case may be.

2.4. **Inventory Requirements**. Licensee shall open each Branded Retail Store fully stocked and must at all times cause to be maintained an inventory of products, merchandise, materials and supplies that will permit operation of the Branded Retail Store at maximum capacity.

2.5. **POS System**. Licensee must purchase a POS system (the "***POS System***") for use in each Branded Retail Store that includes all hardware and software necessary to accurately track, record and analyze sales, inventory, product usage and tax information in connection with the operation of the Branded Retail Store. Upon reasonable request from Licensor, Licensee agrees to share data and information from the POS System concerning the Licensed Products and Affiliate Products in order to assist Licensor and its affiliates with forecasting demand and implementing pricing and marketing strategies for the sale of the Licensed Products and Affiliate Products.

2.6. **Compliance with Law; Licenses and Permits**. Licensee must at all times maintain, manage and operate, or cause the each Operating Subsidiary to maintain, manage and operate, each Branded Retail Store in strict compliance with all Applicable Law. Licensee must secure and maintain in full force and effect, and cause each Operating Subsidiary and Branded Retail Store to secure and maintain in full force and effect, all required licenses, permits and certificates relating to each Branded Retail Store. Licensee, each Operating Subsidiary and each Branded Retail Store must at all times comply with all Applicable Law, other than federal laws related to cannabis.

2.7. **Violations; Legal Actions**. Licensee must immediately notify Licensor in writing of any claim, violation, litigation or proceeding that arises from or affects the operation or financial condition of any Branded Retail Store.

3. **Intellectual Property**.

3.1. **Ownership**. Licensee acknowledges and agrees that the Licensed Property is owned solely and exclusively by Licensor. Licensee may not, during or after the Term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest Licensor's rights in any of the Licensed Property or the goodwill associated therewith, including any use of the Licensed Property in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.

3.2. **Promotional Value & Goodwill**. Licensee acknowledges that Licensor is entering into this Agreement not only in consideration of the Royalty Fees to be paid, but also for the promotional value to be secured by Licensor as a result of the sale by Licensee of Licensed Products. Further, Licensee recognizes the great value of the goodwill associated with the Licensed Property and acknowledges that such goodwill belongs exclusively to Licensor and that the Licensed Property has acquired a secondary meaning in the eye of the public. Further, any and all goodwill arising from Licensee's use of the Licensed Property under this Agreement will inure to Licensor's sole benefit.

3.3. **Use**. Licensee may use the Licensed Property only in association with the Licensed Products and uses pursuant to the terms and conditions of this Agreement. Licensee must comply with all trademark, service mark, design mark and copyright marking requirements in connection with its use of the Licensed Property.

3.4. **Litigation**. In the event any person or entity improperly uses or infringes the Licensed Property or challenges Licensee's use, or Licensor's use or ownership of the Licensed Property, Licensor will control all litigation and will have the right to determine whether suit will be instituted, prosecuted or settled, the terms of any settlement and whether any other action will be taken. Licensee must promptly notify Licensor of any such use or infringement of which Licensee becomes aware or any challenge or claim arising out of Licensee's use of any Licensed Property. Licensee must take reasonable steps, without compensation, to assist with any action undertaken by Licensor. Licensor will be responsible for its fees and expenses with any such action, unless the challenge or claim results from Licensee's misuse of the Licensed Property in violation of this Agreement, in which case Licensee must reimburse Licensor for its fees and expenses.

3.5. **Changes**. Licensee may not make any changes or substitutions to the Marks unless directed by Licensor in writing. Licensor reserves the right to change the Marks and other Licensed

Property at any time. Upon receipt of written notice from Licensor to change the Marks, Licensee shall cease using the former Marks and commence using the new Marks.

4. **Fees, Reporting and Audit Rights**.

4.1. **Royalty**. During the Term, and in consideration of the rights granted to Licensee hereunder, Licensee shall pay to the Company a fee equal to the amount set forth in Item I of the Basic Terms (the "***Royalty Fee***"). For purposes of this Agreement:

(a) "***Net Sales***" shall mean Gross Revenues (as defined below) less only Allowable Deductions (as defined below).

(b) "***Gross Revenues***" means all revenues derived from the sale of each Licensed Product and Affiliate Product in connection with the operation of the Branded Retail Store in any manner (including, but not limited to, revenues from delivery services).

(c) "***Allowable Deductions***" means returns supported by credit memos actually issued to a customer.

Other than the Allowable Deductions, there shall be no deductions from or reductions of Net Sales of any kind.

4.2. **Bundling**. RESERVED.

4.3. **Computations and Remittances**. Except as otherwise agreed in writing by Licensor, Licensee must compute all Royalty Fees due and owing from each Branded Retail Store for each calendar month during the Term. Licensee must remit all Royalty Fees for calendar month during the Term to Licensor on or before 5:00 p.m., Pacific time, on the fifteenth (15^{th}) day of the following month. Licensor reserves the right to change the reporting and/or remittance day of the week for any or all amounts. Licensee must certify the computation of the Royalty Fees for each month in the manner and form Licensor may specify from time to time, and Licensee must supply to Licensor any supporting or supplementary materials as Licensor reasonably requires to verify the accuracy of remittances. Licensee waives any and all existing and future claims and offsets against any amounts due under this Agreement, which amounts Licensee must pay when due. Licensor has the right to apply or cause to be applied against amounts due to Licensor any amounts that Licensor may hold from time to time on Licensee's behalf or that Licensor owes to Licensee.

4.4. **Electronic Transfer of Funds**. RESERVED.

4.5. **Interest Charges; Late Fees**. Any and all amounts that Licensee owes to Licensor will bear interest at the rate of ten (10%) per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In addition to interest charges on late Royalty Fee payments, Licensee must pay to Licensor a service charge of ten percent (10%) of the delinquent amount for each delinquent report or payment that Licensee owes to Licensor under this Agreement. A payment is delinquent if Licensee does not receive the payment on or before the date due. The service charge is not interest or a penalty, it is only to compensate Licensor for increased administrative and management costs due to late payment.

4.6. **Licensee's Records**. During the Term and for a period of time equal to the longer of (a) the period of time required by the applicable taxation authorities to whose jurisdiction Licensee and any Operating Subsidiary and Branded Retail Store is subject, or (b) five (5) years after the expiration or termination thereof, Licensee, each Operating Subsidiary and each Branded Retail Store will maintain accurate records of all transactions related to this Agreement and/or Licensee's rights and/or obligations hereunder, including, but not limited to, the information contained in the Royalty Report (as defined in Section 4.7).

4.7. **Reports**. Within fifteen (15) days after the end of each calendar month during the Term, Licensee will prepare and deliver to Licensor a Royalty Fee report (the "***Royalty Report***") in Licensor's standard Royalty Report form in substantially the form attached hereto as Exhibit 5, with such changes as determined by Licensor in its sole discretion from time to time. Licensee also must, at its expense, submit to Licensor within ninety (90) days after the end of each fiscal year during the Term a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year. Licensor may require that the annual financial statements be reviewed by a certified public accountant. Licensee must certify all reports to be true and correct. Licensee acknowledges and agrees that Licensor has the right to impose these requirements on Licensee regardless of whether Licensor imposes the same requirement on other licensees.

4.8. **Audit**. Licensor or its authorized representatives have the right at all times during ordinary business hours to enter the premises where Licensee's or an Operating Subsidiary's books and records relative to the Branded Retail Store are kept and to evaluate, copy and audit such books and records. In the event that any such evaluation or audit reveals any understatement of two percent (2%) or more of Net Sales, Licensee must pay for the audit, and in addition to any other rights Licensor may have, Licensor shall have the right to conduct further periodic audits and evaluations of Licensee's or any Operating Subsidiary's books and records as Licensor reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be Licensee's sole expense, including, without limitation, professional fees, travel, and room and board expenses directly related thereto. Furthermore, if Licensee intentionally understate or underreport Net Sales at any time, or if a subsequent audit or evaluation conducted within the three (3) year period reveals any understatement of Net Sales of two percent (2%) or more, in addition to any other remedies provided for in this Agreement, at law or in equity, Licensor shall have the right to terminate this Agreement immediately. In order to verify the information that Licensee supplies, Licensor has the right to reconstruct Licensee's sales through the inventory extension method or any other reasonable method of analyzing and reconstructing sales. Licensee agrees to accept any such reconstruction of sales unless Licensee either demonstrates manifest error in the analysis or provides evidence in a form satisfactory to Licensor of its sales within a period of fourteen (14) days from the date of notice of understatement or variance. Licensee shall fully cooperate with Licensor or its agents and representatives in performing these activities.

Licensor will use commercially reasonable efforts to keep its financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding. Notwithstanding the foregoing, Licensor shall have the right to share Licensee's or any Operating Subsidiary's financial books, records and reports with its affiliates and the attorneys, advisors, accountants, investors, partners, consultants, agents and representatives of Licensor and their affiliates, including, without limitation, in connection with a potential sale of all or a portion of the ownership interests or assets (including the rights under this Agreement) of Licensor or their affiliates, whether pursuant to a private or public offering or otherwise

5. **Representations Warranties; Certifications; Covenants; Indemnities**.

5.1. **Licensor's Representations and Warranties**. Licensor represents and warrants that it is a limited liability company duly organized under applicable law and that it has the full right, power and authority to enter into and to perform this Agreement and to grant the rights licensed to Licensee pursuant to Section 1.1. Licensor makes no representations or warranties as to the amount receipts Licensee will derive hereunder.

5.2. **Licensee's Representations, Warranties, Certifications and Covenants**. Licensee represents, warrants, certifies, covenants and agrees that at all times during the Term:

(a) It has the full right, power and authority to enter into and to perform this Agreement;

(b) It will not harm or misuse the Licensed Property or bring the Licensed Property into disrepute;

(c) It and all others authorized by it or acting on its behalf in connection with each Branded Retail Store will comply at all times with all applicable laws, requirements, rules and/or regulations (other than federal cannabis laws) relating, affecting or pertaining to the performance of this Agreement and/or the use of any Licensed Property (including, without limitation: (i) all anti-bribery and corruption laws, requirements, rules and/or regulations that apply to the activities, goods and/or services subject to this Agreement; (ii) all laws, requirements, rules and/or regulations relating to tax, advertising, promotional offers and/or privacy; and (iii) all applicable laws, rules and/or regulations relating, affecting or pertaining to the taxation, sale, advertising, marketing, promotion and/or use of each and every Licensed Product or Affiliate Product sold by Licensee or its applicable affiliate hereunder)(collectively, the "***Applicable Law***");

(d) It shall maintain the highest quality and standards of Licensee, as well as the brand image created by Licensor in respect of the Licensed Property from time to time; and

(e) (i) neither it nor any Licensee Party is named, either directly or by an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U S Treasury Department's Office of Foreign Assets Control currently located at www.treas gov/offices/enforcement/ofac/, (ii) it will not, and it will cause each Licensee Party not to, take any action that would constitute a violation of any Applicable Law against corrupt business practices, against money laundering and/or against facilitating or supporting persons or entities who conspire to commit acts of terror against any person or entity, including as prohibited by the US Patriot Act (currently located at www.epic.org/pnvacv/terrorism/hr3162.htmll.) US Executive Order 13244 (currently located at www.treasgov/offices/enforcement/ofac/sanctions/terrorism.html) or any similar laws, and (iii) it shall immediately notify Licensor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties in this subsection (e) false, inaccurate or misleading; and

(f) No representation, warranty or other statement made by Licensee in connection with this Agreement, or in any report or other communication provided by Licensee to Licensor in contemplation of, pertaining to or otherwise in connection with this Agreement, contains any untrue statement or omits to state a material fact necessary to make any of them, in light of the circumstances in which it was made, not misleading.

5.3. **Licensor's Indemnity**. Licensor shall indemnify and hold harmless Licensee, each Operating Subsidiary and each of their respective owners, directors, officers, members, partners, shareholders, affiliates, employees, insurers, successors and assigns (collectively, the "***Licensee Parties***") from any and all losses, liabilities, damages, fines, judgments, settlements, costs and expenses to the extent arising out of (i) any third party claims or suits brought or made against Licensee alleging the use by Licensee of the Licensed Property as authorized by Licensor pursuant to this Agreement infringes third party intellectual property rights, and (ii) any damage to property or injury to persons caused by defective Licensed Products (a "***Covered Claim***"). Notwithstanding the foregoing, in no event shall Licensor have any obligations or liability under this Section 5.3 to the extent such Covered Claim is caused by or results from: (a) any items covered by Licensee's indemnification obligations under Section 5.4; (b) Licensee's modifications to the Licensed Property; (c) Licensee's combination or use (or any combination or use of the Licensed Property with any products, services, or other intellectual property of any kind not provided by Licensor; (d) Licensee's or any of its affiliates' (including, but not limited to, each Operating Subsidiary's and each Branded Retail Store's) unauthorized use of the Licensed Property; or (e) Licensee's breach of this Agreement. Licensee shall provide Licensor with prompt written notice of any such Covered Claim and will provide reasonable cooperation and assistance to Licensor relative to any such Covered Claim. Licensor shall have the option to undertake and conduct the defense of any suit so brought. If Licensor undertakes such defense and Licensee nevertheless retains its own counsel to monitor such defense, Licensee shall be solely responsible for the fees and any other expenses related to such counsel.

5.4. **Licensee's Indemnity**. Licensee shall indemnify and hold harmless Licensor and its owners, directors, officers, members, partners, shareholders, affiliates, employees, insurers, successors and assigns (collectively, the "***Company Parties***") from any and all losses, liabilities, damages, fines, judgments, settlements, costs and expenses (including, without limitation, reasonable counsel fees and costs, whether or not in connection with litigation) arising out of any claims, demands, actions, suits or other proceedings brought or made against the Company Parties in relation to any of the following:

(a) the breach by Licensee of any warranty, representation, covenant or obligation of Licensee hereunder;

(b) any infringement or violation of any third party intellectual property rights by or on behalf of any Licensed Party;

(c) the actions or omissions of any Licensee Party, any guarantor and any of their respective owners, directors, officers, members, partners, shareholders, affiliates, employees, successors and assigns related to this Agreement;

(d) the operation of any Branded Retail Store;

(e) any damages to property or injuries to persons arising out of the operation of any Branded Retail Store;

(f) any violation of Applicable Law as it relates to any Branded Retail Store or any Licensee Party's business; and/or

(g) any tax or federal penalty related to any Branded Retail Store and/or any Licensee Party's business.

The Company Parties reserve the right to select their own legal counsel to represent their interests, and Licensee must reimburse the Company Parties for all our costs and all attorneys' fees immediately upon request as they are incurred. Licensee shall not at any time defend on its own behalf any action arising directly or indirectly from any claim that the Licensed Property (or any element of it) infringes or otherwise violates any rights of any third party.

6. **Insurance**.

6.1. **General**. Licensee will, throughout the Term and for a period of not less than three (3) years following termination or expiration of this Agreement, maintain insurance obtained from a reputable carrier and add Licensor as an additional insured to each insurance policy to which this Section 6 applies, covering claims brought anywhere in the world relating to the Licensed Property.

6.2. **Commercial General Liability Coverage**. Licensee must maintain Commercial General Liability Insurance that covers each Operating Subsidiary and each Branded Retail Store. Such coverage shall provide coverage for any and all claims, demands and actions, suits or other proceedings for bodily injury, personal injury and/or property damage arising out of or purporting to arise out of any use of any Licensed Property by or on behalf of any Licensee Party.

6.3. **Compliance**. Licensee's compliance with this Section 6 in no way affects Licensee's indemnity obligations under this Agreement, except to the extent that Licensee's insurance company actually pays Licensor amounts which Licensee would otherwise be obligated to pay to Licensor.

7. **Option to Rollup**.

7.1. **Rollup Option**. During the period of time commencing on the Effective Date and ending on the date that is five (5) years after ***[insert date of CR Services/Rollup Agreement]*** (the "***Rollup Window***"), Licensee hereby grants to Licensor the option to acquire (the "***Rollup Option***"), in Licensor's sole discretion, (a) all of the ownership interests in each Operating Subsidiary (to the extent permitted by local and state laws and regulations related to retail cannabis stores), and/or (b) or all of the assets, tangible and intangible (including, without limitation, all land, building, equipment, fixtures, signage, furnishings, supplies, leasehold improvements, licenses, permits and inventory) of the Licensee Parties that are related solely to any Branded Retail Store (collectively, the "***Rollup Interests or Assets***"). The Rollup Option shall be exercised in writing from Licensor to Licensee (the "***Rollup Notice***"). The Rollup Option may be extended by a written agreement signed by both parties. In the event the Rollup Window expires without being extended by the parties or exercised by the Company, the remaining provisions of this Agreement shall remain in full force and effect unless and until this Agreement is terminated pursuant to Section 8 below.

7.2. **Rollup Consideration**. The consideration for the Rollup Interests or Assets (the "***Rollup Consideration***") shall be determined by a qualified appraiser or appraisers (to the extent that Licensor and Licensee mutually agree that it would be prudent to retain an appraiser to appraise the value real property and another appraiser to appraise a Branded Retail Store's other assets) mutually agreed upon in writing by Licensor and Licensee within thirty (30) days of Licensee's receipt of the Rollup Notice. If Licensor and Licensee cannot agree upon the selection of an appraiser(s), each shall designate an appraiser within forty five (45) days of Licensee's receipt of the Rollup Notice to appraise the Rollup Interests or Assets. If the appraised values of the Rollup Interests or Assets established by the two (2) appraisals are within ten percent (10%) of each other, the Rollup Consideration shall be the average of the two (2) appraised values. If the appraised values of the Rollup Interests or Assets established by the two (2) appraisals are not within ten percent (10%) of each another, the appraisers shall together designate a third appraiser to conduct a third appraisal of Rollup Interests or Assets. In such event, the Rollup Consideration shall be determined by averaging the appraised values established by all three (3) appraisals. The appraised value of the Rollup Interests or Assets established by the appraiser(s) shall, with respect to each Branded Retail Store, be the reasonable fair market value of the assets of such Branded Retail Store based on their continuing use in, as, and for the operation of such Branded Retail Store and each appraiser will designate a price for each category of asset (*e.g.*, land, building, equipment, fixtures, goodwill that is not attributable to the Licensed Property, etc.), but shall not include the value of any goodwill of the business that is solely attributable to the Licensed Property. If a party does to select an appraiser pursuant to the procedures and timelines set forth in this Section 7.2, the appraisal delivered by the other party's designated appraiser shall be binding on the parties. Licensor or its designated rollup entity and Licensee will each pay one-half of the appraisers' fees and expenses.

7.3. **Rollup Process**. Upon delivery of the Rollup Notice, Licensor or its designated rollup entity shall have a reasonable period of time to perform due diligence with respect to the Rollup Interests or Assets. Licensee shall make available to Licensor and its designated rollup entity and their respective attorneys, advisors, accountants, investors, partners, consultants, agents and representatives all usual and customary due diligence materials for such transactions, including, with limitation, its books and records, its personnel, properties, contracts and all other information, documents and data, including information pertaining to each Branded Retail Store's customers, suppliers, vendors, marketing strategies and past, current, and new products. After receipt of the appraisal report(s), Licensor or its designated rollup entity and Licensee shall work diligently to prepare and, upon Licensor's election, execute, an agreement for the acquisition of the Rollup Interests or Assets (the "***Rollup Agreement***"). The Rollup Agreement shall incorporate terms and conditions for other similar acquisition transactions including, without limitation, representations and warranties, covenants and indemnities from the applicable Licensee Parties to Licensor or its designated rollup entity. Licensor or its designated rollup entity shall have the right to determine in its reasonable discretion the method for providing the Rollup Consideration, whether by exchanging cash or stock or other ownership interests in Licensor or another entity formed by Licensor for such purpose. For the avoidance of doubt, Licensor or its designated rollup entity shall have the right to elect, in its sole and absolute discretion, whether or not to proceed with the rollup transaction. If Licensor or its designated rollup entity elects not to proceed with the rollup transaction, the Rollup Window shall automatically expire. If Licensor or its designated rollup entity elects to proceed with the rollup transaction, Licensor or its designated rollup entity and the applicable Licensee Parties (including any equity holders of any Licensee Party) shall close the rollup transaction in a commercially reasonable time and manner. Licensor's interest in the assets of the Branded Retail Store will constitute a lien thereon and may not be impaired or terminated by the sale or other transfer of any of those assets to a third party. Upon exercise of the Rollup Option and tender of Rollup Consideration by Licensor or its designated rollup entity, Licensee agrees to sell, assign and deliver, and cause its owners, interest holders affiliates to sell, assign and deliver, the Rollup Interests or Assets to Licensor or its designated rollup entity free and clear of all encumbrances, and to execute and deliver, and cause its owners, interest holders affiliates to execute and deliver, to Licensor or its designated rollup entity the Rollup Agreement, bill of sale and such other documents as may be commercially reasonable and customary to effectuate the sale and transfer of the Rollup Interests or Assets.

7.4. **Assignment of Rollup Option**. Licensor may assign the Rollup Option to an affiliate that controls, is controlled by or is under common control with Licensor.

7.5. **Exclusive Transaction**. Prior to the expiration of the Rollup Window, neither Licensee or any other Licensee Party shall, directly or indirectly, whether through any of its joint venturers, partners, shareholders, members, directors, agents or representatives or otherwise, solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept, or consider any proposal of any other person or entity relating to the acquisition of the Branded Retail Store, any of the Operating Subsidiaries or the assets of any of the Operating Subsidiaries, whether in whole or in part, directly or indirectly, through purchase, merger, consolidation or otherwise (other than sales of inventory in the ordinary course of business) other than Licensor without the prior written approval of Licensor. Notwithstanding the foregoing, Cookies Retail LLC, a California limited liability company ("***CR***") shall have the right to rollup the Branded Retail Store during the Rollup Window; provided, however, that Licensor shall thereafter continue to have the option to acquire the Branded Retail Store from CR during the Rollup Window.

8. **Termination**.

8.1. **Termination**.

(a) Immediate Right to Terminate Agreement – Event of Default. Upon the occurrence of any Event of Default (as defined in Section 8.3), Licensor shall have the right in its reasonable discretion to terminate this Agreement immediately upon written notice to Licensee. Notwithstanding the foregoing or any provision herein to the contrary, if Licensor manages the Branded Retail Store pursuant to a separate management agreement, any Event of Default that is caused by or is under the control of Licensor in its capacity as the manager of the Branded Retail Store shall not constitute an Event of Default hereunder.

(b) Right to Terminate Subject to Cure. Without limiting Section 8.1(a) and Section 8.3, Licensor will have the right to terminate this Agreement if Licensee or any Licensee Party breaches any material term of this Agreement which breach is of a curable nature, provided, that Licensee has failed to cure any such breach within thirty (30) days after written notice of breach from Licensor (unless a different cure period is specifically provided with respect to such breach elsewhere in this Agreement, in which event, the cure period specified for such breach elsewhere in this Agreement shall apply); provided, however, if such breach is not reasonably capable of being cured within thirty (30) days, Licensee shall have such additional period of time as is reasonably required to cure such breach provided that Licensee commences to cure such breach with thirty (30) days and diligently prosecutes the same to completion.

8.2. **Effect of Termination**.

(a) Limited Sell-Off Rights. Upon expiration of this Agreement, Licensee shall have the non-exclusive right, for a period of ninety (90) days after expiration of this Agreement (the "***Sell-Off Period***"), to dispose of remaining Licensed Products and Affiliate Products then in inventory; provided, that Licensee shall continue to adhere during the Sell-Off Period to all of the provisions of this Agreement, including, without limitation, those relating to the payment of the Royalty Fees to be calculated on Net Sales for Licensed Products and Affiliates Products.

(b) Reversion of Rights. Upon termination of this Agreement, all of Licensee's rights to the use of the Licensed Property pursuant to the License or otherwise, all other rights and licenses granted hereunder, and the right and license to conduct-business using the Licensed Property at each Authorized Location shall revert to Licensor without further act or deed of any party, and Licensee and each Licensee Party will not reproduce, manufacture, market, sell, offer for sale or distribute any Licensed Product.

(c) Branded Retail Store. Upon termination of this Agreement, Licensee shall promptly, at its sole cost and expense, remove or obliterate all Branded Retail Store signage, displays or other materials (electronic or tangible) in its possession at the Authorized Location or elsewhere that bear any of the Licensed Property or names or material confusingly similar to the Licensed Property and so alter the appearance of the Branded Retail Store as to differentiate the Branded Retail Store unmistakably from duly licensed retail stores identified by the Licensed Property. If Licensee refuses or fails to comply with the provisions of the preceding sentence within thirty (30) days after termination of this Agreement, Licensee acknowledges and agrees that Licensor has the right to enter each Authorized Location and remove all signage, displays or other materials in Licensee's or a Licensee Party's possession at each

Authorized Location or elsewhere that bear any of the Licensed Property or names or material confusingly similar to the Licensed Property, and Licensee must reimburse Licensor for its costs incurred.

(d) No Damages for Termination. Neither party will not be liable to the other party for punitive, special or consequential damages, on account of the expiration or termination of this Agreement and each party waives any right it may have to receive any compensation or reparations on account thereof. Without limiting the generality of this Section 8.2(d), neither party will be liable to the other party, on account of such expiration or termination, for reimbursement of damages for the loss of goodwill, prospective profits or anticipated income, or on account of any expenditures, investments, leases or commitments made by either party or for any reason whatsoever based upon or growing out of such expiration or termination.

(e) Non-Exclusive Remedy. The exercise by any party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

(f) Survival. Notwithstanding anything else in this Agreement to the contrary, in the event of expiration or termination of this Agreement, each party will remain liable for its obligations pursuant to this Agreement that expressly survive the expiration or termination of this Agreement, including, without limitation, accounting and payment of Royalty Fees accrued and owed to Licensor, the provisions relative to confidentiality, any restrictive covenant contained herein, the indemnification provisions herein and any damage or liability resulting from the breach of any representation and warranty made herein for a period of one (1) year. Within ten (10) days of the termination date, each party shall deliver to the other party any and all items designated as Confidential Information of the other party and continue to comply with confidentiality provisions of Section 10.20 below. Licensee covenants and agrees that, after the Agreement is terminated for any reason, neither it nor any of the other Licensee Parties shall in any way, directly or indirectly, alone or in concert with other, cause, express or cause to be expressed, orally or in writing, any remarks, statements, comments, or criticisms that disparage, call into disrepute, defame, slander or which can reasonably be construed to be derogatory or critical of, or negative toward any of the Company Parties, the Licensed Property or the Licensed Products.

8.3. **Events of Default**. Each and any of the following shall be considered a default or breach under this Agreement (each, and "***Event of Default***"):

(a) Any of the following by Licensee or any Licensee Party: (i) advertisement directed at minors; (ii) actions or omissions that results in the revocation or suspension of any license of Licensor or any of its subsidiaries or affiliates; and (iii) conviction of a crime in connection with the ownership and operation of the Branded Retail Store in violation of Applicable Law;

(b) Licensee fails to make a payment when due under this Agreement and such failure is not cured within thirty (30) days after written notice thereof; provided, however, if Licensee is prevented from delivering any payment when due as a result of delays that are outside the control of Licensee, including, without limitation, having its bank accounts frozen, restricted or closed, such cure period shall be extended until such time as Licensee is reasonably capable of making such payment without violating any Applicable Law;

(c) Licensee or any Licensee Party fails, on three (3) or more occasions during any calendar year, to make a payment when due under this Agreement and such failure is not cured as required under Section 8.3(b) above;

(d) If any of Licensee or any Licensee Party breaches any provision or covenant of this Agreement and fails to cure the same within thirty (30) days after written notice thereof, as determined by Licensor in its reasonable discretion; provided, however, if such breach is not reasonably capable of being cured within thirty (30) days, Licensee shall have such additional period of time as is reasonably required to cure such breach provided that Licensee commences to cure such breach with thirty (30) days and diligently prosecutes the same to completion;

(e) Licensee, any Operating Subsidiary or any Licensee Party has any license or permit associated with the Branded Retail Store or its obligations as contemplated herein revoked, suspended, or otherwise penalized and such license or permit is not restored and brought into full compliance with Applicable Law within one hundred eighty (180) days thereafter;

(f) If Licensee or any Operating Subsidiary files a voluntary petition under any bankruptcy, reorganization, or insolvency law of any jurisdiction; Licensee or any Operating Subsidiary consents to or applies for appointment of a trustee, receiver, custodian, or similar official for itself or for all or substantially all its assets; a trustee, receiver, custodian, or similar official is appointed to take possession of all or substantially all of Licensee's or an Operating Subsidiary's assets and is not dismissed within ninety (90) days after appointment; Licensee or any Operating Subsidiary makes any assignment for the benefit of creditors; an order for relief is entered against Licensee or any Operating Subsidiary under any bankruptcy, reorganization, or insolvency law of any jurisdiction; or any case, proceeding, or other action seeking such an order remains undismissed for ninety (90) days after its filing; or any writ of attachment, garnishment, or execution is levied against all or substantially all of Licensee's or any Operating Subsidiary's assets; or all or substantially all of Licensee's or any Operating Subsidiary's assets become subject to any attachment, garnishment, execution, or other judicial seizure, and the same is not satisfied, removed, released, or bonded within thirty (30) days after the date the or the date of the attachment, garnishment, execution, or other judicial seizure;

(g) If any owner of, or party with a financial interest in, any Operating Subsidiary is disqualified for any reason under Applicable Law from owning or having a financial interest in such Operating Subsidiary under Applicable Law; provided, however, that Licensee shall have sixty (60) days after written notice thereof from the applicable Governmental Authority to purchase the interest of such party or cause such Governmental Authority to rescind such disqualification;

(h) If a tax or other lien is filed against Licensee, any Operating Subsidiary or any Branded Retail Store, and such lien is not extinguished or bonded over within sixty (60) days of filing thereof;

(i) If Licensee or any Operating Subsidiary violates Applicable Law, which violation is not cured within thirty (30) days of such violation; provided, however, if such violation is not reasonably capable of being cured within thirty (30) days, Licensee shall have such additional period of time as is reasonably required to cure such violation provided that Licensee commences to cure such violation with thirty (30) days and diligently prosecutes the same to completion;

(j) If Licensee undergoes a Change of Control without the prior written approval of Licensor, where "***Change of Control***" means: (1) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")), other than CR or an entity that controls, is controlled by or is under common control with CR (a "***CR Affiliate***"), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the applicable company representing fifty percent (50%) or more of the total voting power represented by the company's then outstanding voting securities, whether by tender offer, or otherwise, (2) the consummation of a merger or consolidation of the applicable company with any other entity, other than (a) a merger or consolidation which would result in the voting securities of the company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the total voting power represented by the voting securities of the company or such surviving entity outstanding immediately after such merger or consolidation, or (b) a merger or consolidation with CR or a CR Affiliate, or (3) the sale or disposition by the applicable company of all or substantially all of the company's assets, except to CR or a CR Affiliate; or

(k) If any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or any state, county, city or other political subdivision or similar governing entity (each, a "***Governmental Authority***") issues a formal recommendation against, denies or revokes the issuance to Licensee or any Company Party of a medical or retail cannabis business license, which recommendation cites the participation of the any of the Licensee Parties as a factor in the decision, or the Governmental Authority conditions the issuance of a medical or retail cannabis business license on disassociation by Licensee or any Company Party from any of the Licensee Parties.

9. **Dispute Resolution**.

9.1. In the event of any dispute or controversy between the Licensor, on the one hand, and Licensee or any Licensee Party, on the other hand, arising out of or in any way related to this Agreement, the Branded Retail Store or the Authorized Location (a "***Dispute***"), the parties shall attempt in good faith to resolve through negotiation such Dispute. Either party may initiate negotiations of any Dispute by providing written notice to the other party, setting forth the subject of the Dispute. The recipient of such notice will respond in writing within ten (10) calendar days with a statement of its position on and recommended solution to the Dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within thirty (30) calendar days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute.

9.2. Except as qualified below, if the Dispute is not resolved by these negotiations, such Dispute shall be settled exclusively by final and binding arbitration in San Francisco, California in accordance with the then current rules of JAMS, and the arbitration shall be administered by JAMS pursuant JAMS' Streamlined Arbitration Rules and Procedures. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts.

9.3. The parties submit and consent to the exclusive jurisdiction of the state courts in the City and County of San Francisco, State of California, United States to compel arbitration, to confirm an arbitration award or order, or to handle other court functions exclusively in accordance with the California Arbitration Act. The parties may seek recognition and enforcement of any California state court judgment confirming an arbitration award or order in any U.S. state court or in any court outside the United States and its territories. The parties expressly waive any right of removal to the United States federal courts, and the parties expressly waive any right to compel arbitration, confirm any arbitral award, or seek any aid or assistance of any kind in the United States federal courts. By entering into this Agreement, the parties are waiving their constitutional right to have any Disputes decided in a court of law or before a jury and waive the right of appeal, and instead of relying on said rights, each party is solely and knowingly accepting the use of arbitration as a means of resolution of any Disputes. The parties agree that this clause has been included to rapidly and inexpensively resolve any disputes between them with respect to this Agreement.

9.4. The laws of the state of California, including the California Arbitration Act, shall apply exclusively as the laws governing this arbitration agreement between the parties, with the sole exception of the California Choice of Law provisions, which shall not apply.

9.5. Notwithstanding Sections 9.2, 9.3 and 9.4 above, the parties agree that the following claims will not be subject to arbitration:

(a) Any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder; and

(b) Any action in ejectment or for possession of any interest in real or personal property.

9.6. Upon the expiration or termination of this Agreement, Licensee, each Licensee Party and their respective guarantors may not assert any claim or cause of action against Licensor or any Company Party relating to this Agreement or the business of Licensor after the shorter period of the applicable statute of limitations or one (1) year following the effective date of termination of this Agreement, provided that where the one (1) year limitation of time is prohibited or invalid by or under any applicable law, then and in that event no suit or action may be commenced or maintain unless commenced within the applicable statute of limitations.

10. **General Provisions**.

10.1. **Assignment/Transfer**. Subject to the terms and conditions of this Section 10.1, this Agreement will bind and inure to the benefit of each party and their respective successors and permitted assigns. This Agreement is personal to Licensee and Licensor has entered into this Agreement with specific reliance upon Licensee's financial and operational qualifications. Consequently, Licensee shall not voluntarily or by operation of law assign, sublicense, transfer, encumber or otherwise dispose of all or part of any right or privilege licensed to Licensee in this Agreement or delegate any of its obligations hereunder (collectively, "***Transfer***") without Licensor's prior written approval in its reasonable discretion. Any request by Licensee for approval of a Transfer shall be submitted to Licensor in writing in advance, and shall be accompanied by full and complete financial statements of the party to which Licensee desires to Transfer any rights or obligations hereunder (the "***Proposed Transferee***"). Notwithstanding the foregoing and for the avoidance of doubt, providing such information shall not mean that Licensor shall approve the requested Transfer, which such approval shall remain in the reasonable discretion of Licensor. For purposes of this Section 10.1, a Transfer includes, but is not limited to: (a) any sale, lease, management agreement, contract for deed, option agreement, assignment, transfer, exchange, pledge, hypothecation or seizure of twenty-five percent (25%) or more of the ownership interests of Licensee or any other party that is a beneficial owner of any Operating Subsidiary (or, if Licensee or any such other party is a limited partnership or limited liability company, any change in the general partner, manager and/or managing member of Licensee or such other party (as applicable); (b) any sale, lease, management agreement, contract for deed, option agreement, assignment, transfer, exchange, pledge, hypothecation or seizure of any ownership interest in an Operating Subsidiary; or (c) any sale, lease, management agreement, contract for deed, option agreement, assignment, transfer, exchange, pledge, hypothecation or seizure of any ownership interest in any Branded Retail Store. Notwithstanding any provision herein to the contrary, any Transfer to (but not from) CR or any of its affiliates shall be permitted without the prior approval of Licensor.

10.2. **Notice of Potential Profit**. Pursuant to the terms of this Agreement, Licensor and/or its affiliates shall make available to Licensee or require Licensee to purchase (or cause a Licensee Party, including an Operating Subsidiary, to purchase) Licensed Products and Affiliate Products for use in the Branded Retail Store. Licensee acknowledges that Licensor and its affiliates may make a profit on the sale of the Licensed Products and Affiliate Products to Licensee or its designee. Further, Licensor or its affiliates may from time to time receive consideration from suppliers and/or manufacturers in respect to sales of goods, products or services to Licensee or a Licensee Party or in consideration of services rendered or rights licensed to such persons. Licensee hereby agrees that Licensor and its affiliates are entitled to said profits and/or consideration.

10.3. **Further Assurances**. The parties agree and covenant that at any time, and from time to time, the parties shall promptly execute and deliver to the other party such further instruments and documents and take such further action as each party may reasonably require in order to carry out the full intent and purpose of this Agreement, and to comply with all Applicable Law.

10.4. **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (1) when delivered by hand (with written confirmation of receipt); (2) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (3) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (4) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a notice given in accordance with this section:

If to Licensor:	300 Frank Ogawa Plaza, Suite #111 Oakland, California 94612 Attn: Parker Berling Email: parker@cookiescalifornia.com
With a copy to: (which shall not constitute notice):	Moulton | Moore LLP Attn: Mike Moulton Email: mike@moultonmoore.com
If to Licensee:	________________________ ________________________ ________________________ Email: __________________
With a copy to: (which shall not constitute notice):	________________________ ________________________ ________________________ Email: __________________

10.5. **Electronic Transmission/Written Consents**. The confirmed transmission by facsimile, e-mail or other electronic means of a signed copy of the signature page of this Agreement from one party hereto to the other party hereto or to such other party's agent shall constitute delivery of this Agreement. The terms "written" and "in writing" as used in this Agreement, include facsimile, e-mail or other electronic means, provided that: (i) electronic transmissions to the party, has in effect reasonable measures to verify that the sender is the person purporting to have sent such transmission; and (ii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

10.6. **Relationship of the Parties**. This Agreement creates an independent contractor relationship between the parties. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other party. Neither party may obligate the other party or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence. Without limiting the generality of the foregoing, Licensor shall have no liability in connection with or related to the products or services rendered Licensee, any Licensee Party, or any Branded Retail Store by any third party, even if the Company required, approved or consented to the product or service or designated or approved the supplier.

10.7. **Waiver/Integration**. No waiver by Licensor of any breach by Licensee, nor any delay or failure by Licensor to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce Licensor's rights with respect to that or any other or subsequent breach. Subject to Licensor's rights to modify this Agreement and/or standards as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by Licensor and Licensee.

10.8. **Governing Law**. Subject to the Company's rights under federal trademark laws, this Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, including the California Arbitration Act, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. EACH PARTY ACKNOWLEDGES THAT: (I) CALIFORNIA HAS PASSED AMENDMENTS TO THE CALIFORNIA CONSTITUTION AND ENACTED CERTAIN LEGISLATION TO GOVERN THE CANNABIS INDUSTRY; AND (II) THE POSSESSION, SALE, MANUFACTURE, AND CULTIVATION OF CANNABIS PRODUCTS IS ILLEGAL UNDER FEDERAL LAW. EACH PARTY WAIVES ANY DEFENSES BASED UPON ILLEGALITY OR INVALIDITY OF CONTRACTS FOR PUBLIC POLICY REASONS AND/OR THE SUBSTANCE OF ANY DEFINITIVE AGREEMENT VIOLATING FEDERAL LAW. EACH PARTY HEREBY VOLUNTARILY AND UNCONDITIONALLY WAIVES, IN RELATION TO THIS AGREEMENT OR ANY ISSUE THEREUNDER: (A) ANY RIGHT OF REMOVAL OR APPEAL TO THE UNITED STATES FEDERAL DISTRICT COURTS, INCLUDING WITHOUT LIMITATION WAIVING THE RIGHT TO REMOVE TO FEDERAL COURT BASED ON DIVERSITY OF CITIZENSHIP; AND (B) ANY RIGHT TO COMPEL OR APPEAL ARBITRATION, TO CONFIRM ANY ARBITRATION AWARD OR ORDER, OR TO SEEK ANY AID OR ASSISTANCE OF ANY KIND IN THE UNITED STATES FEDERAL DISTRICT COURTS. Notwithstanding any provision to the contrary, this Agreement shall be enforced in accordance with California Civil Code §1550.5, namely, commercial activity conducted in compliance with California law and any applicable local standards, requirements, and regulations shall be deemed to be a lawful object of a contract and not contrary to, an express provision of law, any policy of express law, good morals, or public policy.

10.9. **Venue**. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 9, must be brought in the state court located in San Francisco, California. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said court. The provisions of this subparagraph will survive the termination of this Agreement. The parties are aware of the business purposes and needs underlying the language of this subparagraph and with a complete understanding thereof, agree to be bound in the manner set forth.

10.10. **Jury Waiver**. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.

10.11. **Attorneys' Fees**.

(a) If any action shall be instituted in connection with a Dispute (as defined in Section 9.1 above, the prevailing party in such action, or in any affirmative defense asserted in connection with such action, shall be entitled to recover from the other party all of its costs incurred in connection with such action, including reasonable attorneys' fees and expenses. Any such attorneys' fees and other expenses incurred by either party in connection with (i) an appellate review of the judgment rendered in such action or of any other ruling in such action, and (ii) any proceeding to enforce a judgment in such action shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

(b) The prevailing party in any action shall be entitled, in addition to and separately from the amounts recoverable under Section 10.11(a) above, to the payment by the losing party of the prevailing party's reasonable attorneys' fees, court costs and litigation expenses incurred in connection with (i) any appellate review of the judgment rendered in such action or of any other ruling in such action, and (ii) any proceeding to enforce a judgment in such action. It is the intent of the parties that the provisions of this Section 10.11(b) be distinct and severable from the other rights of the parties under this Agreement, shall survive the entry of judgment in any action and shall not be merged into such judgment.

10.12. **Severability**. In the event one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, earned out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

10.13. **Entire Agreement**. This Agreement and the exhibits, schedules and appendices attached hereto, which are incorporated by reference (a) supersedes any prior agreement, representation or promise of any kind, whether written, oral, express or implied, between the parties hereto with respect to the subject matters herein, and (b) constitutes the full, complete and exclusive agreement between the parties with respect to the subject matters herein.

10.14. **Independent Investigation**. Licensee acknowledges that it is entering into this Agreement as a result of its own independent investigation and not as a result of any representations about Licensor or any Company Party made by its respective shareholders, officers, directors, partners, members, employees, agents, representatives or independent contractors that are contrary to the terms set forth in this Agreement, or many disclosure document, prospectus, or other similar document required or permitted to be given to Licensee pursuant to applicable law. Licensee acknowledges that it has had the opportunity to seek independent legal counsel in connection with the negotiation and execution of this Agreement.

10.15. **Amendment and Termination**. Subject to Licensor's right to terminate this Agreement pursuant to Section 8 above and except as otherwise expressly set forth herein (including as provided in the Exhibits hereto), this Agreement can only be amended or terminated by a writing signed by both a duly authorized representative of Licensor and Licensee. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by an authorized representative of each of Licensor and Licensee.

10.16. **Captions**. The captions of the Sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction and/or interpretation.

10.17. **Counterpart Execution**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.18. **Guaranty**. RESERVED.

10.19. **Successors/Assigns**. Subject to the terms of Section 10.1 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

10.20. **Duty of Confidentiality**. Each party agrees to keep strictly confidential all Confidential Information (as defined below) and will not, without the express written authorization of the other party, disclose, copy, publish, distribute, transfer, market, use, misuse, alter or destroy any Confidential Information to any third person, firm, company, corporation or association for any purpose. Each party will maintain adequate internal safeguards to protect the Confidential Information of the other party, and each party warrants to the other party that any consultant of such party who gains access to Confidential Information of the other party shall have executed a form of agreement pursuant to which he, she or it is bound by the non-use and non-disclosure obligations of this Section 10.20. Each party is responsible for a breach of this Section 10.20 by any of its officers, directors, partners, members, owners, employees, contractors, affiliated companies, subsidiaries, agents and consultants. Each party further acknowledges and agrees that, if there is any question as to whether or not information obtained by such party from the other party constitutes Confidential Information, such party will confer with the other party regarding the status of the information prior to any disclosure and such party will not disclose such information without the express written authorization of the other party. Each party will not make use of the Confidential Information of the other party for the benefit of any other person, company, agency, or other entity. Each party will not permit access to the Confidential Information of the other party to any person, company, agency, or other entity that is not authorized in writing by the other Party to have access, observe, review, or receive the Confidential Information. The obligations imposed under this Section 10.20 shall survive the termination of this Agreement. For purposes of this Agreement, "***Confidential Information***" shall include (i) the terms of this Agreement, and (ii) any and all confidential and/or proprietary knowledge, data, methodology or information constituting, arising in connection with or relating to either party that is made available by such party to the other party either prior to or after the Effective Date, including, but is not limited to, the following:

(a) Any information concerning business opportunities or proposed transactions contemplated to be shared with or offered to a party by the other party;

(b) Technical, business, tax, legal, financial, customer, supplier, product and services information;

(c) Processes, formulas, methods, data, software, code, licenses, programs, know-how, improvements, discoveries, developments, inventions, innovations and techniques;

(d) Product and systems specifications, schematics, designs, software (including, without limitation, source codes and object codes), systems, concepts or new or improved products and other product or systems data;

(e) New and future products and system development and planning data;

(f) Business and strategic planning information and forecasts, projections, strategies, budgets, forecasts and other future corporate planning data;

(g) All information on the profitability and/or profit margins, financial records, statements, business plans, strategy plans, sales figures, sales reports, and internal memoranda;

(h) Costs of products and services;

(i) The names of past, current and prospective vendors and suppliers, information relating to costs, sales or services provided by such vendors and suppliers, and any current or prospective trade agreements between either party and its vendors and/or suppliers;

(j) Pricing and sales information, marketing strategies, advertising techniques;

(k) Lists and/or electronic databases of all past, current and prospective clients, including, without limitation, any information regarding the names, contact information, contact terms, sales histories, purchasing habits, contacts, credit status, pricing levels and all other Confidential Information relating to a party's past, current and prospective clients and customers;

(l) Compensation paid to employees and other terms of employment, including employee personnel information;

(m) Proprietary hardware, proprietary software, licensing agreements for hardware and software, and research and development plans for future enhancements, upgrades or customization of software;

(n) Technical manuals and documentation, drafts and instructions and end users' guides and manuals, maintenance manuals, schematics, programs, engineering and technical notes and drafts, mechanical drawings, blueprints and other engineering, mechanical or technical documentation (whether in draft or final form).

Confidential Information does not include (A) information that has become generally known or available to the public through publication or otherwise through no violation of this Section 10.20 and that is not otherwise protected by copyright, trade secret or patent; (B) information independently developed by a party without use of Confidential Information of the other party; (C) information that a party can demonstrate by written records was known or in the possession of such party prior to disclosure by the other party, or (D) information that a party is required to disclose by court order provided that such party uses all commercially reasonable efforts to limit such disclosure and to obtain confidential treatment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

LICENSOR:

COOKIES CREATIVE CONSULTING & PROMOTIONS, LLC,
a California limited liability company

By: ______________________________
Name: ____________________________
Title: _____________________________

LICENSEE:

______________________________,
a ____________________________

By: ______________________________
Name: ____________________________
Title: _____________________________

[Signature Page to License Agreement]

EXHIBIT 1

LICENSED PRODUCTS

The term "***Licensed Products***" means those products, goods and articles described below that incorporate or utilize the Licensed Property in the manner authorized in the Agreement:

No.	Name	Description
1.		
2.		
3.		
4.		

Licensor may amend this Exhibit 1 from time to time to make available additional Licensed Products or to remove Licensed Products in its sole and absolute discretion.

EXHIBIT 2

LICENSED PROPERTY – IDENTIFIED MARKS

1. The following common law trademarks:

No.	Name	Image
1.		
2.		
3.		

2. The following trademarks and trademark applications:

Title	Class(es)	Country	Appl. No. Reg. No.	Appl. Date	Image	Status

Licensor may amend this Exhibit 2 from time to time to make available additional Marks or to remove those Marks that are replaced or become unavailable. Licensee shall only use (and shall cause each Licensee Party to only use) those Marks that are then currently authorized by Licensor.

EXHIBIT 3

AUTHORIZED LOCATIONS

1. Branded Retail Store located ****[**at ________________***]*.

2. Branded Retail Store located in such location in the City of _____________, California as approved in writing by the Company, which approval may be granted or withheld in the Company's reasonable discretion. The Authorized Location must be designated and approved in writing by the Company, within _______ (___) months from the Effective Date. When the Authorized Location has been identified and approved by the Company, it will become part of this Agreement as if originally stated herein. If an Authorized Location is not designated by Operator and approved by the Company within one year from _______ (___) months from the Effective Date, the Company may terminate this Agreement.***]***

EXHIBIT 4

SALES PLAN

Contract No.:	
[Month][Year]:	
Date Plan Submitted:	
Licensee:	
Operating Subsidiary:	
Branded Retail Store:	

The term "***Plan Elements***" means the following, as updated from time to time by Licensor:

Licensed Product	Product No.	Wholesale Price	Price Charged to Customer	On-Shelf Date	[Target Gross Revenues]	[Other]

EXHIBIT 5

ROYALTY REPORT FORM

[*to come*]

Exhibit 3

CR License Agreement

[*Attached*]

LICENSE AGREEMENT

This License Agreement ("***Agreement***") is made by and between Cookies Creative Consulting & Promotions, LLC, a California limited liability company ("***Licensor***") and Cookies Retail LLC, a California limited liability company ("***Licensee***"), effective as of September 16, 2019 (the "***Effective Date***"). Licensor and Licensee shall be referred to individually as a "***Party***" and collectively as the "***Parties***".

RECITALS

A. Licensor is the owner or exclusive licensee of: (i) (1) the trademarks, services marks, trade names, design marks and commercial symbols identified on Exhibit A, and (2) such other applications, common law trademarks, service marks, trade names, design marks and commercial symbols owned or licensed by Licensor related to the property identified in clause (1) (collectively, the "***Licensor Marks***"); and (ii) all copyright protected documents, designs and marketing materials related to the Licensor Marks (the "***Licensor Copyrights***" and, together with the Licensor Marks, the "***Licensed Property***").

B. Licensor, in furtherance of its business, anticipates granting certain third parties the right to use the Licensed Property in connection with the development, establishment and operation of licensed retail cannabis stores in in certain authorized locations (each such store, a "***Branded Retail Store***") in compliance with all applicable federal, state, and local laws, rules, and regulations applicable to the operation of such stores, except the Federal Comprehensive Drug Abuse Prevention and Control Act of 1970 or the Controlled Substances Act and any other federal laws of the United States implicated by the cultivation, manufacturing, production, distribution, marketing and sale of cannabis products (collectively, "***Applicable Law***"), in each case, pursuant to retail license agreement approved by Licensor (the "***Licensor Retail Strategy***").

C. In furtherance of the Licensor Retail Strategy, as of the Effective Date, Licensor and Licensee have entered into that certain Master Rollup Agreement (the "***Rollup Agreement***") pursuant to which Licensee will identify opportunities to establish, acquire, construct, develop, own, operate and/or otherwise invest in licensed retail cannabis stores that will be operated as Branded Retail Stores in the United States and other international markets (the "***Territory***"), each pursuant to a Retail License Agreement if the Company determines (in its sole discretion) to enter into such Retail License Agreement with respect to such Branded Retail Store (the "***Licensee Business***").

D. Under the Rollup Agreement, Licensor has agreed to license the right to use the Licensed Property pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, its affiliates and their respective directors, officers, managers and employees (collectively, the "***Licensee Parties***") a limited, non-exclusive, non-sublicenseable, royalty-free, perpetual (except as terminated in accordance with Section 3) license (the "***License***") throughout the Territory to use, display and reproduce the Licensed Property solely in connection with the advertising, publicity or promotion of the Licensee Business in furtherance of the Licensor Retail Strategy (the "***Permitted Use***").

2. Licensee Acknowledgements.

(a) Ownership. Licensee acknowledges and agrees that neither Licensee nor any of the Licensee Parties owns the Licensed Property and shall not acquire any ownership of the Licensed Property by reason of this Agreement. Licensee and the Licensee Parties may not, during or after the Term of this Agreement, use the Licensed Property in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media. Licensee and the Licensee Parties shall not at any time do or cause to be done any act or thing which may in any way impair or contest any part of Licensor's or the owner of such Licensed Property's (any such owner, including Licensor, an "***IP Owner***") right, title, or interest in and to the Licensed Property or assist any third party in doing so. In connection with the use of the Licensed Property, Licensee and the Licensee Parties shall not in any manner represent that it has any ownership or other rights in or to the Licensed Property other than the License and pursuant to the terms and conditions of this Agreement.

(b) Goodwill. All use of the Licensed Property, and all goodwill associated therewith, shall inure solely to the benefit of Licensor and/or the applicable IP Owner.

(c) Use. Licensee and the Licensee Parties may use the Licensed Property only for the Permitted Use and pursuant to the terms and conditions of this Agreement. Licensee and the Licensee Parties must comply with all trademark, service mark, design mark and copyright marking requirements in connection with its use of the Licensed Property, as the same may be updated from time to time by Licensor.

(d) Changes. Licensee and the Licensee Parties may not make any changes or substitutions to the Licensed Property unless directed by Licensor in writing. Licensor reserves the right to change the Licensed Property at any time. Upon receipt of written notice from Licensor to change the Licensed Property, Licensee and the Licensee Parties shall cease using the former Licensed Property and commence using the new Licensed Property.

(e) Additional Documents. Without limited Section 2(a), Licensee shall, at Licensor's request and expense, execute any documents and provide any testimony Licensor deems reasonably necessary to maintain, protect, or enforce the Licensed Property within or without the Territory.

3. Term and Termination. This Agreement may be terminated: (a) immediately upon the mutual written consent of Licensor and Licensee; (b) by Licensor in the event that Licensee or any of the Licensee Parties materially breaches this Agreement and Licensor notifies Licensee of such material breach within forty-five (45) days after becoming aware of such breach and Licensee fails to cure such material breach within thirty (30) days after receiving such notice; provided, however, if such breach is not reasonably capable of being cured within thirty (30) days, Licensee shall have such additional period of time as is reasonably required to cure such breach provided that Licensee commences to cure such breach with thirty (30) days and diligently prosecutes the same to completion; or (c) concurrently and automatically upon the termination of the Rollup Agreement.

4. Infringement by Third Parties. In the event any person or entity improperly uses or infringes the Licensed Property or challenges Licensee's use, or Licensor's or any IP Owner's use or ownership of the Licensed Property, Licensee must promptly notify Licensor of any such use or infringement of which Licensee becomes aware or any challenge or claim arising out of Licensee's use of any Licensed Property. Licensor will control all litigation and will have the right to determine whether suit will be instituted, prosecuted or settled, the terms of any settlement and whether any other action will be taken in response to any person or entity which improperly uses or infringes the Licensed Property or challenges Licensee's use of the Licensed Property. Licensee shall reasonably cooperate to assist Licensor with any action undertaken by Licensor; provided, that such cooperation does not require Licensee to incur material out-of-pocket costs. Licensor will be responsible for Licensee's fees and expenses with any such action, unless the challenge or claim results from Licensee's misuse of the Licensed Property in violation of this Agreement, in which case Licensee must reimburse Licensor for its fees and expenses.

5. Indemnification. Licensee agrees to indemnify and defend Licensor and its owners, directors, officers, members, partners, shareholders, affiliates, employees, insurers, successors and assigns (collectively, the "***Licensor Indemnitees***") and forever hold the Licensor Indemnitees harmless from and against all third-party claims, suits, actions, proceedings, damages, losses or liabilities, costs, or expenses (including reasonable attorneys' fees and expenses) arising out of, based upon, or in connection with any breach of any of Licensee's representations, warranties or covenants as set forth in this Agreement. Licensor agrees to indemnify and defend Licensee and its owners, directors, officers, members, partners, shareholders, affiliates, employees, insurers, successors and assigns (collectively, the "***Licensee Indemnitees***") and forever hold the Licensee Indemnitees harmless from and against all third-party claims, suits, actions, proceedings, damages, losses or liabilities, costs, or expenses (including reasonable attorneys' fees and expenses) arising out of, based upon, or in connection with any breach of any of Licensor's representations, warranties or covenants as set forth in this Agreement.

6. Miscellaneous.

(a) Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) Governing Law. This Agreement shall be governed by the internal laws of the State of California without taking into account its principles of conflicts of laws.

(c) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(d) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(e) Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given in accordance with the procedures set forth in Section 9(f) of the Rollup Agreement.

(f) Amendments and Waivers. Any term of this Agreement may be amended, terminated or waived only with the written consent of both Parties hereto.

(g) Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

(h) Disputes. In the event of any dispute or controversy between the Parties arising out of or in any way related to this Agreement (a "***Dispute***"), such Dispute shall be resolved in accordance with the procedures set forth in Section 9(l) of the Rollup Agreement.

(i) Entire Agreement; Assignment. This Agreement, along with the Rollup Agreement, constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties are expressly canceled. This Agreement shall not be assigned by any Party without the prior written consent of the other Party. Any purported assignment in violation of this Section 6(i) shall be null and void.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

LICENSOR
COOKIES CREATIVE CONSULTING & PROMOTIONS, LLC

By:________________________________
Name: Parker Berling
Title: Authorized Officer

By:________________________________
Name: Gilbert A. Milam, Jr.
Title: Authorized Officer

LICENSEE
COOKIES RETAIL LLC

By:________________________________
Name: Brandon Johnson
Title: Authorized Officer

[*Signature Page to License Agreement*]

Exhibit A

Licensor Marks

Trademarks:[1]

"COOKIES"

Country	Class(es)	Serial Number	Registration Number	Notes
United States	5, 30, 31, 32	87234623		
United States	7, 14, 16, 28	87264411	5305158	
United States	34	86764189	4951161	
United States	18, 21	86697479	5319867	

"C" Logo with Bite

Country	Class(es)	Serial Number	Registration Number	Notes
United States	5, 30, 31, 31, 3, 7, 14, 16, 18, 21	87237950		
United States	25, 28	8726441	5305159	

Stylized "C" Logo

Country	Class(es)	Serial Number	Registration Number	Notes
United States	5, 30, 31, 32	87241585		

[1] Marks with the following USPTO registration numbers may not be used in connection with any classes of goods and/or services covered by such Marks: 5305158; 5305159; 4951161; 5319867; 4619692. Marks with the following serial numbers may not be used in connection with any classes of goods and/or services covered by such Marks: 88232372; 88230530; 88230521.

Exhibit 4

CAPEX Store Interest – Illustrative Calculation

[*Attached*]

Exhibit 4 to Master Rollup Agreement

Cookies Retail JV - Master Services Agreement

Exhibit 4 - CAPEX Store Interest

Definitions with Illustrative Assumptions	
Definition: "CAPEX Store Interest"	
NewCo Portfolio Value	$1,375,000,000
Less: Aggregate Rollup Consideration	($75,000,000)
Multiply by: NewCo Portfolio Percentage	25.0%
CAPEX Store Interest	**$325,000,000**
Definition: "NewCo Portfolio Value"	
NewCo Portfolio Revenue	110,000,000
Mutlply by: Company Multiple	12.50x
NewCo Portfolio Value	**$1,375,000,000**
Defintion: "NewCo Portfolio Revenue"	
Number of Stabilized CAPEX Stores	10.0
Multiply by: TTM Revenue	$5,000,000
Stabilized CAPEX Store Revenue	$50,000,000
Number of Unstabilized CAPEX Stores	20.0
Multiply by: Annualized 6-month or 3-month Trailing Revenue of Unstabilized CAPEX Stores	$3,000,000
Unstabilized CAPEX Store Revenue	$60,000,000
NewCo Portfolio Revenue	**$110,000,000**
Definition: "Company Multiple"	
Company Enterprise Value	$2,000,000,000
Divide by: Company Revenue	$160,000,000
Company Multiple	**12.50x**
Definition: "Company Revenue"	
NewCo Portfolio Revenue	$110,000,000
Plus: TTM Cookies Revenue	$50,000,000
Company Revenue	**$160,000,000**
Definition: "Aggregate Rollup Consideration"	
Purchase Price	$2,500,000
Multiply by: Number of CAPEX Stores	30.0
Aggregate Roll-up Consideration	**$75,000,000**
Definition: "NewCo Portfolio Percentage"	
NewCo Portfolio Percentage	**25.0%**

Exhibit 5

Invested Capital – Illustrative Calculations

- **Dispensary A**:
  - Invested Capital = $15M, comprised of:
    - License Cost = $10M
    - Development Costs = $5M
    - Operating Loss in Year 1 = $(3)M
    - Operating Profit in Year 2 = $7M
  - Upon roll-up, consideration to CR for Dispensary A would be: (a) spread; plus (b) the greater of (i) exit FMV, and (i) $15M.
- **Dispensary B**:
  - Invested Capital = $14M, comprised of:
    - License Cost = $2M
    - Development Costs = $8M
    - Operating Loss in Year 1 = $(7)M
    - Operating Profit in Year 2 = $3M
  - Upon roll-up, consideration to CR for Dispensary B would be: (a) spread; plus (b) the greater of (i) exit FMV, and (i) $14M.

EXHIBIT 2

LETTER AGREEMENT

This LETTER AGREEMENT (this "***Agreement***") is made and entered into effective as of May 31, 2022 (the "***Effective Date***") by and between Cookies Creative Consulting & Promotions, Inc., a California corporation (the "***CCC&P***") and Cookies Retail LLC, a California limited liability company ("***CRE***").

RECITALS

A. CCC&P owns or has an exclusive license to use: (i) the trademarks, services marks, trade names, design marks and commercial symbols related to the "Cookies" brands and certain other affiliate brands (the "***Marks***"); (ii) all copyright protected documents, designs, and marketing materials related to the Marks or Genetics (as defined below)(the "***Copyrights***"); (iii) certain proprietary know-how relating to the cultivation and manufacturing methods, processes, and procedures for the cultivation of cannabis and the manufacture of cannabis products that are offered, advertised, or sold using the Marks (the "***Know-How***"); and (iv) certain cannabis plant genetics containing the Know-How, whether in seed or clone form, commercialized using the Marks and/or Copyrights (collectively, the "***Licensed Property***").

B. CCC&P licenses the Licensed Property to CRE and other third parties for the purpose of: (a) cultivating, manufacturing, packaging and distributing cannabis flower and cannabis products ("***Licensed Products***"), pursuant to written production license agreements (each a "***License and Packaging Agreement***"), (b) establishing, owning and operating retail cannabis stores utilizing the Licensed Property (each, a "***Branded Retail Store***" and collectively, the "***Branded Retail Stores***"), pursuant to written retail license agreements (each a "***Retail License Agreement***"), and (c) establishing "Cookies Corners" for the sale of Licensed Products within non-branded cannabis dispensaries (each, a "***Cookies Corner***" and collectively, the "***Cookies Corners***").

C. CCC&P and CRE are party to that certain Master Rollup Agreement, dated as of September 16, 2019 (the "***Master Rollup Agreement***").

D. CRE and CCC&P desire to enter into this Agreement to establish certain rights and obligations of the parties with respect to the production of Licensed Products, the development of Branded Retail Stores and the sale of Licensed Products to the Branded Retail Stores that are owned or operated by CRE (each, a "***CRE Branded Retail Store***" and collectively, the "***CRE Branded Retail Stores***"), and to clarify certain terms contained in the Master Rollup Agreement, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the promises and conditions herein contained, it is agreed as follows:

1. **Exclusive Vertical Jurisdictions**. CCC&P and CRE shall negotiate in good faith and enter into a Retail License Agreement and License and Packaging Agreement under which CRE has the exclusive right to open Branded Retail Stores and produce Licensed Products in the jurisdictions set forth below (the "***Exclusive Vertical Jurisdictions***"), subject only to the exceptions described below.

(a) **Applicable Jurisdictions**.

(i) Florida (previously executed exclusive Retail License Agreement and License and Packaging Agreement);

(ii) Pennsylvania (previously executed exclusive Retail License Agreement and License and Packaging Agreement); provided, however, CRE will enter into a mutually approved sublicense agreement with Spartan Partners Licensing, LLC or its applicable affiliate ("***Gage***") to allow Gage to produce Licensed Products in Pennsylvania commencing imminently after the Effective Date, which sublicense shall be immediately terminable (subject to a reasonable sell-off period) when CRE satisfies the Production Threshold (as define below) in Pennsylvania;

(iii) Ohio;

(iv) Rhode Island;

(v) Connecticut;

(vi) Missouri; provided, however, CCC&P shall have the right to open one (1) Branded Retail Store with Como Health Florissant, LLC, a Missouri limited liability company ("***Como***"), provided that the Como Branded Retail Store shall be deemed a CAPEX Store for which CRE shall be entitled to Portfolio Rollup Consideration under the Master Rollup Agreement (assuming, for this purposes, that CRE's Invested Capital (as defined in the Master Rollup Agreement) with respect to such store is $250,000 and CR's pro rata portion of the Rollup Consideration (as defined in the Master Rollup Agreement) for such store is twenty percent (20%)) and CCC&P shall use commercially reasonable efforts to assist CRE in obtaining a reimbursement from Como for documented hard costs for all equipment, signage and other expenditures that Como has reused in connection with the Florissant Branded Retail Store; and provided, further however, the production exclusivity is subject to existing License and Packaging Agreement with Good Day Farms, pursuant to which Good Day Farms will be permitted to produce and sell Licensed Products (subject to the Buffer Zones and Distribution Priority) to the until CRE satisfies the Production Threshold (as define below) in Missouri and thereafter, Good Day Farms will only be permitted to supply one (1) Branded Retail Store (only permitted if CRE does not open a Branded Retail Store in MO in 2022) and Cookies Corners, in both cases only if such retail stores are commonly controlled and owned by Good Day Farms and subject to the Buffer Zones described below.

(vii) Massachusetts; provided, however, that the production exclusivity is subject to (A) the existing License and Packaging Agreement with Green Soul Organics, pursuant to which Green Soul Organics will be permitted to produce Licensed Products until CRE satisfies the Production Threshold (as defined below) in Massachusetts, (B) a future License and Packaging Agreement to be entered into with Apothca Inc. (subject to the requirements and limitations of this Agreement with respect to new License and Packaging Agreements with Third Party Producers), pursuant to which Apothca Inc. will be permitted to produce Licensed Products until CRE satisfies the Production Threshold in Massachusetts, and (C) a future agreement with Apothca Inc., pursuant to which Apothca Inc. will be permitted to open a Cookies Corner in its stores located in Lynn and Arlington, MA, unless such Cookies Corner falls within a Buffer Zone of a future CRE Branded Retail Store, in which event Apothca Inc. will be required to close such Cookies Corner;

(viii) Netherlands; and

(ix) Such other jurisdictions as mutually approved from time to time.

(b) **Milestones**. As a condition to entering into a License and Packaging Agreement and/or Retail License Agreement in any Exclusive Vertical Jurisdiction, CCC&P and CRE shall negotiate in good faith and include commercially reasonable, mutually agreed upon production milestones (the "***Production Milestones***") and retail milestones (the "***Retail Milestones***" and, together with the Production Milestones, the "***Milestones***") that identify a target number of Branded Retail Stores and Cookies Corners that will be opened by CRE in such Exclusive Vertical Jurisdiction over a mutually agreed upon time horizon. Subject to the last two (2) sentences of this Section 1(b), in the event CRE fails to meet the

Production Milestones in any Exclusive Vertical Jurisdiction, CCC&P shall have the right to terminate exclusivity with respect to production in such Exclusive Vertical Jurisdiction and in the event CRE fails to meet the Retail Milestones in any Exclusive Vertical Jurisdiction, CCC&P shall have the right to terminate exclusivity with respect to retail in such Exclusive Vertical Jurisdiction. There shall be no Production Milestones for Florida or Pennsylvania and there shall be no Retail Milestones for Florida. The only Retail Milestone for Pennsylvania shall be the opening of the first CRE Branded Retail Store by October 1, 2023. In the event that CRE does not satisfy the Retail Milestone for Pennsylvania, CRE shall regain exclusivity immediately once it opens its first CRE Branded Retail Store in Pennsylvania.

(c) **Production Threshold**. Exclusivity in new jurisdictions (*e.g.*, Ohio, etc.) does not commence until CCC&P has approved a production facility build-out and production plan presented by CRE, and until CRE's production facilities in such jurisdiction are operable and can meet market demand in the applicable jurisdiction, as determined in good faith by CRE and CCC&P, without oversupplying the market (subject to Buffer Zones and Maximum Store/Corner/Retailer Thresholds) reducing pricing (the "***Production Threshold***"). All Licensing and Packaging Agreements with a third-party (including the Cookies Production Fund) that is producing Licensed Products on behalf of CCC&P (each, a "***Third-Party Producer***") in Exclusive Vertical Jurisdictions will have a termination right in favor of CCC&P upon sixty (60) days' advance written notice, except, with respect to Ohio, as otherwise agreed in writing by CRE and CCC&P, but in no event shall the termination period for Ohio exceed six (6) months. At such time as CRE is able to satisfy the Production Threshold in an Exclusive Vertical Jurisdiction, CCC&P shall immediately exercise its right to terminate all License and Packaging Agreements with Third-Party Producers in such jurisdiction unless otherwise agreed in writing by CRE. There shall be no Production Thresholds for Pennsylvania (subject to the sublicense with Gage described above) or Florida.

2. **Non-Exclusive Vertical Jurisdictions**. CCC&P and CRE shall negotiate in good faith and enter into a License and Packaging Agreement under which CRE has the non-exclusive right to produce Licensed Products in the following jurisdictions (the "***Non-Exclusive Vertical Jurisdictions***"):

(a) Oregon;

(b) Washington;

(c) Oklahoma;

(d) Illinois (solely subject to demand and pursuant to an irrevocable sublicense agreement from Cookies Production Fund; provided that CCC&P shall enter into a License and Packaging Agreement directly with CRE if Cookies Production Fund is not operational at the time when CRE is ready to commence production in Illinois); and

(e) Such other jurisdictions as mutually approved from time to time.

3. **Application Jurisdictions**. CCC&P agrees to cooperate with CRE to submit applications identifying CRE (or its affiliate) as the exclusive partner of CCC&P and the Cookies brand under initial open-application or other processes for new retail (except as otherwise identified below) licenses in each of the following jurisdictions:

(a) New York (retail);

(b) New Jersey (retail);

(c) Ohio (retail);

(d) Alabama (vertical);

(e) Virginia (retail); and

(f) Such other jurisdictions as mutually approved from time to time; provided, that the parties shall periodically discuss new jurisdictions for retail applications in which CRE shall have first priority and opportunity to apply for retail as the exclusive partner of CCC&P and the Cookies brand.

4. **Genetic Library**. In Exclusive Vertical Jurisdictions, subject to compliance with applicable laws, CCC&P shall work in good faith to provide CRE with continuing access to CCC&P's then-current genetic library for production of Licensed Products. In Non-Exclusive Vertical Jurisdictions, subject to applicable law, CCC&P shall work in good faith to provide new genetic strains on a quarterly basis with the intent of keeping the overall menu of Licensed Products produced by CRE fresh, diversified and extensive in each such jurisdiction.

5. **Protections for CRE Branded Retail Stores**.

(a) **Buffer Zones**. Each Retail License Agreement entered into between CCC&P and CRE (or its affiliate) for a CRE Branded Retail Store shall include buffer zones around such CRE Branded Retail Stores within which there will be (x) no other Branded Retail Stores or Cookies Corners (the "***Retail Buffer Zone***"), or Authorized Retailers (the "***Wholesale Buffer Zone***" and, along with the Retail Buffer Zone, the "***Buffer Zone***"), in each case calculated on Branded Retail Store by Branded Retail Store basis; provided, however, that such Buffer Zones shall not apply to Branded Retail Stores owned by third parties that are currently open and operating, or under contract to open and operate as set forth on Exhibit B, as of the Effective Date (each, a "***Pre-Existing Branded Retail Store***"). CCC&P shall not designate any Authorized Retailers that are within the Wholesale Buffer Zones in the applicable License and Packaging Agreement with Third-Party Producers without the prior written consent of CRE; provided, that the applicable CRE Branded Retail Store is working in good faith the meet the dedicated shelf space requirements included in the Retail License Agreement governing such CRE Branded Retail Store. Except with respect to Pre-Existing Branded Retail Stores, the Buffer Zones set forth on Exhibit A apply with respect to the CRE Branded Retail Stores that are either open or currently in the pipeline and set forth on Exhibit A.

(b) **Maximum Branded Retail Stores, Cookies Corners and Authorized Retailers**. CRE and CCC&P shall meet to discuss in good faith and establish the initial maximum number of Branded Retail Stores and Cookies Corners that will be permitted in each Non-Exclusive Vertical Jurisdiction and Non-Vertical Jurisdiction ("***Maximum Store/Corner/Retailer Thresholds***"). CRE and CCC&P shall meet every two (2) years to evaluate and discuss in good faith expansion of the Maximum Store/Corner/Retailer Thresholds.

(c) **MSRP**. CCC&P agrees to consult with CRE regarding establishment and/or changes to MSRP pricing parameters in each jurisdiction. CCC&P agrees to use good faith and diligent efforts, in accordance with applicable law, to police and enforce License and Packaging Agreements with Third-Party Producers and the and/or MSRP pricing parameters with Authorized Retailers.

(d) **Removal of Authorized Retailers**. CCC&P agrees to immediately remove cannabis retail stores that are not Branded Retail Stores or Cookies Corners from the list of Authorized Retailers in an applicable License and Packaging Agreements in the event:

(i) Such store is within a Wholesale Buffer Zone of a new CRE Branded Retail Store; or

(ii) Such store materially breaches the Supply Agreement and/or MSRP pricing parameters with respect to Licensed Products without curing within the prescribed cure period and/or breaches the Supply Agreement and/or MSRP pricing parameters with respect to Licensed Products two (2) or more times in any twelve (12) month period regardless of cure.

(e) **Forecasting**. CCC&P to use reasonable good faith and diligent efforts to provide high-level production forecasts discussed with each Third-Party Producer that will be supplying Licensed Products to CRE at least three (3) months out and detailed forecasts of upcoming releases by strain, category and SKU-type (i.e., 1/8 flower, gram flower, blunts, pre-rolls, vapes, extracts, edibles, etc.) with quantities available for purchase by each CRE Branded Retail Store at least two (2) weeks prior to each release of Licensed Products.

(f) **Marketing Playbook**. CCC&P to provide CRE with marketing playbook that the parties will discuss and adopt in order to streamline general marketing and promotional activities and events, NSOs, special celebrity appearances and other brand activations.

(g) **Assistance with Supply Agreement**. CCC&P agrees to use commercially reasonable efforts to help CRE (or an applicable CRE-operated Branded Retail Store) enter into a Supply Agreement with each new Third-Party Producer on commercially reasonable terms (with the understanding that the goal is to incorporate the Required Terms).

(h) **Termination of Exclusivity Provisions**. Within thirty (30) days of the end of each fiscal year, the parties shall mutually agree in good faith on a yearly national retail forecast for the following year (each, a "***National Retail Forecast***") that identifies the Branded Retail Stores CRE is committing to opening the following year (which must include no less than ten (10) Branded Retail Stores); provided, that the parties shall agree on the National Retail Forecast for 2022 within sixty (60) days of the Effective Date. Without limiting any of CCC&P's explicit rights to terminate exclusivity under the terms of this Agreement, the provisions of this Agreement that provide CRE with certain exclusive rights (other than with respect to Florida and Pennsylvania) are terminable by CCC&P in the event that CRE does not execute on its National Retail Forecasts by failing to open at least ten (10) Branded Retail Stores included in a National Retail Forecast (as may be updated by the parties from time to time) each year for two (2) consecutive years, unless such failure is caused by CCC&P's breach of this Agreement. For the avoidance of doubt, the foregoing termination right shall not apply with respect to Florida and Pennsylvania.

6. **Supply of Licensed Products**.

(a) **Supply Agreement with Third-Party Producers**. CCC&P shall use commercially reasonable efforts to help CRE (or an applicable CRE Branded Retail Store) enter into a supply agreement (each, a "***Supply Agreement***") with each new Third-Party Producer that includes the following terms (collectively, the "***Required Terms***"):

(i) **Distribution Priority**. Third-Party Producer agrees to supply Branded Retail Stores with Licensed Products, first, before any Cookies Corners, Authorized Retailers or Authorized Distributors and Branded Retail Stores shall have the right of first refusal to purchase any of the Licensed Products made available by Third-Party Producer in each and every offering of Licensed Products (the "***Distribution Priority***").

(ii) **Excess Product**. Any Licensed Products that Branded Retail Stores elect not to purchase may be distributed to other Authorized Retailers, but not at a lower price unless they are re-offered to CRE Branded Retail Stores at the lower price. Failure to comply with this provision entitles CRE to punitive pricing credit and the right to offset against future purchases of Licensed Products.

(iii) **Supply and Demand Plan**. Third-Party Producer and CRE agree each month on a rolling 12-month supply and demand forecast/plan, with a detailed forecast/plan of upcoming releases by strain, category and SKU-type (i.e., 1/8 flower, gram flower, blunts, pre-rolls, vapes, extracts, edibles, etc.) with quantities available for purchase by each Branded Retail Store operated by CRE at least two (2) weeks prior to each release of Licensed Products.

(iv) **Minimum Pricing, Payment and Quality Requirements**. Third-Party Producer shall provide Licensed Products that meet specific mutually-agreed terms and requirements set for on schedules to Supply Agreement, including (a) maximum pricing of no more than forty percent (40%) of MSRP (i.e., a minimum gross margin of 60%) for all Licensed Products, (b) net-30 payment terms on all purchase orders of Licensed Products by CRE, (c) flower, blunts and pre-rolls shall have a package date that is within three (3) months of the delivery date and extracts, edibles, vapes and wellness products shall have a package date that is within six (6) months of the delivery date.

(v) **Most-Favored Terms**. In the event that the Third-Party Producer enters into a supply agreement with an unaffiliated third-party Authorized Retailer or Authorized Distributor in the Territory that provides that the price at which such Third-Party Producer offers to sell Licensed Products to such Authorized Retailer or Authorized Distributor is lower than as set forth in the Supply Agreement with CRE and/or that the payment period that Third-Party Producer provides to such Authorized Retailer or Authorized Distributor is longer than as set forth in the Supply Agreement with CRE, the Third-Party Producer shall immediately provide written notice to CRE describing such price and/or payment period and such price and/or payment period shall automatically be incorporated into and replace the higher price and/or shorter payment period under the Supply Agreement with CRE.

If, despite good faith efforts, CRE is unable to enter into a Supply Agreement with a Third-Party Producer on commercially reasonable terms CRE finds acceptable (with the understanding that the goal is to incorporate the Required Terms but provided that the Required Terms are not *per se* commercially reasonable in any market), or a Third Party Producer breaches the Supply Agreement without curing within the prescribed cure period and/or breaches the Supply Agreement three (3) or more times in any twelve (12) month period regardless of cure, CCC&P and CRE will promptly discuss in good faith and enter into an agreement for an alternative solution on commercially reasonable terms (with the understanding that the goal is to incorporate the Required Terms but provided that the Required Terms are not *per se* commercially reasonable in any market), including potentially entering into a License and Packaging Agreement with CRE (or allowing it to find its own production partner that is approved by CCC&P and that enters into a License and Packaging Agreement with CCC&P).

(b) **Direct Supply**.

(i) **Required Margins**. CCC&P shall immediately commence selling or causing to be sold all Licensed Products in California at a maximum wholesale price of no more than forty-five percent (45%) of MSRP (i.e., a minimum gross margin of 55%) for all Licensed Products. Thereafter, CCC&P shall use diligent and commercially reasonable efforts to reduce the maximum wholesale pricing to no more than forty percent (40%) of MSRP (i.e., a minimum gross margin of 60%) for all Licensed Products as soon as practicable; provided that CCCP shall provide maximum wholesale pricing of forty percent (40%) of MSRP to CRE on or before the date that is six (6) months after the Effective Date.

(ii) **Product Samples**. With each purchase order, CCC&P will provide samples for CRE's sales associates, subject to compliance with applicable laws.

(iii) **Credits to CRE**. CRE shall receive a credit of $135,452 (the "***Credit***") for Licensed Products purchased on and after November 1, 2021 and ending on the date when the above fifty-five percent (55%) gross margin requirement is implemented, which amount constitutes the difference between the price actually paid by CRE and the price that would have been paid assuming wholesale pricing of forty-five percent (45%) of MSRP. Such Credit shall be issued by CCC&P to CRE on a store-by-store basis when both of the following have occurred with respect to the applicable CRE Branded Retail Store: (a) the applicable CRE Branded Retail Stores starts paying the "License Fees" pursuant to the terms and conditions of the Retail License Agreements between such Branded Retail Store and CCC&P, and (b) the applicable CRE Branded Retail Store brings current or resolves (*e.g.*, subject to a mutually agreed payment plan) all overdue balances that are agreed-upon as owed as of the Effective Date by the applicable CRE Branded Retail Store to CCC&P on or before the date that is sixty (60) after CCC&P has implemented the MSRP parameters, Buffer Zones and other protections for such CRE Branded Retail Stores set forth in this Agreement; provided, however, that (i) each of the CRE Branded Retail Stores in Merced, Hayward, Oklahoma City, Tulsa, Corvallis, Antioch and Las Vegas shall bring current or resolve all overdue balances that are agreed-upon as owed as of the Effective Date by May 31, 2022, and (ii) the sole remedy available to CCC&P under this Agreement for CRE's failure to do so shall be the loss of the Credit attributable to the applicable CRE Branded Retail Store. CRE shall use good faith and diligent efforts to negotiate with respective partners to start paying the "License Fees" pursuant to the terms and conditions of the Retail License Agreements between such Branded Retail Store and CCC&P and bring current or resolve (*e.g.*, subject to a mutually agreed payment plan) all overdue balances that are agreed-upon as owed as of the Effective Date by CRE Branded Retail Stores to CCC&P.

7. **License and Packing Agreements with Third-Party Producers**.

(a) **Deviations from Standard Form**. CCC&P, in its sole discretion, shall determine whether or not to enter into a License and Packaging Agreement with a Third-Party Producer. CCC&P acknowledges that it has provided CRE with its standard form of License and Packaging Agreement for Third-Party Producers. CCC&P shall promptly provide CRE with a summary of all material deviations (whether in the original License and Packaging Agreement or subsequent modification or supplement thereto) from such standard form that would reasonably be expected to materially affect the supply of Licensed Products to CRE Branded Retail Stores.

(b) **Standard Operating Procedures**. The Standard Operating Procedures ("***SOPs***") provided by CCC&P to each Third-Party Producer in connection with the License and Packaging Agreement shall include restrictions on the production of Licensed Products (both strain and quantity) that may be produced. CCC&P will provide to CRE a list of the restrictions on the production of Licensed Products set forth in the SOPs provided to the Third-Party Producer.

(c) **Specific Provisions**. CCC&P shall use reasonable best efforts to include the following provisions in each new License and Packaging Agreement with a Third-Party Producer:

(i) Third-Party Producer is authorized to distribute Licensed Products to only certain authorized retailers ("***Authorized Retailers***") and authorized distributors ("***Authorized Distributors***") designated by CCC&P in its sole discretion and set forth on a schedule to the applicable License and Packaging Agreement, all subject to the Buffer Zones and Distribution Priority.

(ii) Third-Party Producer is required to destroy all genetics of CCC&P and its affiliates (and provide evidence and certification of such destruction) in the event of termination of the License and Packaging Agreement, with liquidated damages for breach.

(iii) Third-Party Producer agrees in good faith to negotiate and enter into the Supply Agreement with CRE (CCC&P shall provide the Third-Party Producer with CRE's form of Supply

Agreement and help coordinate any comments with the goal of incorporating all of the Required Terms in the final Supply Agreement).

(iv) Third-Party Producer agrees to communicate to all Authorized Retailers and Authorized Distributors (who must provide the same to all Authorized Retailers) the minimum and maximum MSRP pricing parameters for each Licensed Product as communicated by CCC&P from time to time .

8. **Clarification to Master Rollup Agreement**. Consistent with the Master Rollup Agreement, CRE will have the first opportunity and priority (for a reasonable period of time) to establish new Branded Retail Stores in new regions, markets and submarkets. The parties desire to further define: (a) what constitutes a "new region[s], market[s] and submarket[s]"; and (b) what constitutes a "reasonable period of time" under the Master Rollup Agreement as follows:

(a) **New Markets**. A "new region, market and submarket" means any market that is not a "Mature Market" (as defined below), as well as any new city/county/region (as applicable) in California and any Mature Market that has not yet issued licenses (*e.g.*, Redondo Beach, CA), with the following exceptions:

(i) In New Jersey, CCC&P has the right to open one (1) Branded Retail Store in the Town of Harrison, NJ.

(ii) In Illinois, CCC&P has the right to open four (4) Branded Retail Stores as follows: (A) one (1) branded Retail Store located in Bloomington; (B) one (1) branded Retail Store located in East St. Louis; (C) one (1) branded Retail Store located in Peoria; and (D) one (1) branded Retail Store located in Orland, in each case subject to the Buffer Zones and Distribution Priority provisions for CRE Branded Retail Stores.

(iii) CRE shall have the exclusive right to open and operate Branded Retail Stores in the Chicago MSA and all Cookies Corners in the Chicago MSA shall require the prior written approval of CRE in its reasonable discretion. This exclusive right shall continue in perpetuity for so long as CRE has opened or is under contract to open at least two (2) Branded Retail Stores in the Chicago MSA within twenty-four (24) months after Chicago licenses become Viable (as defined below) and shall not otherwise be subject to the "reasonable period of time" limitations set forth in this Agreement or the Master Rollup Agreement.

(b) **Mature Markets**. For the following markets (each, a "***Mature Market***"), CCC&P may open Branded Retail Stores with CRE and other third parties (in all cases, subject to the agreed upon Buffer Zones, Distribution Priority and Maximum Store/Corner/Retailer Thresholds); provided, however, that CCC&P shall use commercially reasonable efforts to keep CRE informed of its interest in any Mature Market so that CRE will have an opportunity to pursue a license in such cities/counties/regions:

(i) Washington;

(ii) Oregon;

(iii) California;

(iv) Nevada;

(v) West Virginia;

(vi) Arizona;

(vii) Each other state (e.g., Hawaii, New Mexico, Arkansas, Colorado, Utah, Montana, etc.) and jurisdiction that has had viable cannabis licenses for a reasonable period of time.

(c) **New Entry Period**. A "reasonable period of time" shall mean twelve (12) months from the date the first new license issued by any such New Market first becomes "Viable" (the "***New Entry Period***"). "***Viable***" means the date that the first new license can be held and used in such New Market without threat of revocation or modification from a pending lawsuit (including an appeal thereof) threatening at least the majority of new licenses issued in such New Market. CCC&P shall not negotiate with any third party with whom CRE has had any discussions about opening a Branded Retail Store during the New Entry Period; provided, that CRE shall provide CCC&P with periodic updates of the parties with whom it has been having such discussions. Further, CCC&P shall not enter into a Retail License Agreement with any third-party during the New Entry Period (whether or not CRE has had discussions with such third-party about opening a Branded Retail Store). Notwithstanding the foregoing, the New Entry Period with respect to any New Market will terminate immediately in the event that either: (a) CRE opens more than one (1) cannabis retail store that is not a Branded Retail Store (each, a "***Non-Cookies Store***") in such New Market without first opening at least one (1) Branded Retail Store in such New Market; provided, that the New Entry Period will not terminate immediately under this clause (a) if the reason a Branded Retail Store does not open before such Non-Cookies Store is because the supply of Licensed Products in such New Market is not sufficient to support the opening of the Branded Retail Store, as determined in good faith by the parties; or (b) CRE does not enter into a Retail License Agreement with CCC&P with respect to opening a Branded Retail Store in such New Market within six (6) months from the date the first new license issued by any such New Market first becomes Viable; provided, that the New Entry Period will not terminate immediately under this clause (b) if CCC&P unreasonably withholds, conditions or delays entry into a Retail License Agreement that is substantially similar in form to those used by the parties in the past, or if CCC&P, on the one hand, and CRE and/or the prospective partner, on the other hand, have entered into an agreement to execute a Retail License Agreement upon receipt of regulatory approval.

(d) **Information Sharing**. CCC&P shall use commercially reasonable efforts to keep CRE informed of its interest in any international market. CRE shall use commercially reasonable efforts to keep CCC&P informed of Non-Cookies Stores scheduled to open in each New Market during the New Entry Period.

(e) **No Further Modifications**. Except as explicitly set forth in this Section 8, nothing herein shall amend, modify or supersede any of the rights and obligations of the parties established pursuant to the Master Rollup Agreement.

9. **Cooperation with Applications and Licensing**. CCC&P and its owners, officers and directors shall reasonably assist and cooperate with CRE in furtherance of its application and licensing requirements, including, without limitation, providing fingerprints, participating in interviews with government officials and providing background information.

10. **Additional Representations**. CRE represents and warrants to CCC&P that, as of the Effective Date, CRE has not (a) engaged litigation counsel for the purpose of pursuing any claim against CCC&P or any of its affiliates, or (b) filed a lawsuit against CCC&P or any of its affiliates. CCC&P represents and warrants to CRE that, as of the Effective Date, CCC&P has not (i) engaged litigation counsel for the purpose of pursuing any claim against CRE or any of its affiliates, or (ii) filed a lawsuit against CRE or any of its affiliates.

11. **General Provisions**.

(a) **Further Assurances**. The parties agree and covenant that at any time, and from time to time, the parties shall promptly execute and deliver to the other party such further instruments and documents and take such further action as each party may reasonably require in order to carry out the full intent and purpose of this Agreement, and to comply with all applicable law.

(b) **Electronic Transmission/Written Consents**. The confirmed transmission by facsimile, e-mail or other electronic means of a signed copy of the signature page of this Agreement from one party hereto to the other party hereto or to such other party's agent shall constitute delivery of this Agreement. The terms "written" and "in writing" as used in this Agreement, include facsimile, e-mail or other electronic means, provided that: (i) electronic transmissions to the party, has in effect reasonable measures to verify that the sender is the person purporting to have sent such transmission; and (ii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

(c) **Waiver/Integration**. No waiver by either party, nor any delay or failure by either party to enforce any provision of this Agreement against the other party, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce such party's rights with respect to that or any other or subsequent breach.

(d) **Governing Law**. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

(e) **Dispute Resolution**.

(i) In the event of any dispute or controversy between the parties arising out of or in any way related to this Agreement (a "***Dispute***"), the parties shall attempt in good faith to resolve through negotiation such Dispute. Either party may initiate negotiations of any Dispute by providing written notice to the other party, setting forth the subject of the Dispute. The recipient of such notice will respond in writing within ten (10) calendar days with a statement of its position on and recommended solution to the Dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within thirty (30) calendar days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute.

(ii) Except as qualified below, if the Dispute is not resolved by these negotiations, such Dispute shall be settled exclusively by final and binding arbitration in San Francisco, California in accordance with the then current rules of JAMS, and the arbitration shall be administered by JAMS pursuant JAMS' Streamlined Arbitration Rules and Procedures. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts.

(iii) The parties submit and consent to the exclusive jurisdiction of the state courts in the City and County of San Francisco, State of California, United States to compel arbitration, to confirm an arbitration award or order, or to handle other court functions exclusively in accordance with the California Arbitration Act. The parties may seek recognition and enforcement of any California state court judgment confirming an arbitration award or order in any U.S. state court or in any court outside the United States and its territories. The parties expressly waive any right of removal to the United States federal courts, and the parties expressly waive any right to compel arbitration, confirm any arbitral award, or seek any aid or assistance of any kind in the United States federal courts. By entering into this Agreement, the parties are waiving their constitutional right to have any Disputes decided in a court of law or before a jury and waive the right of appeal, and instead of relying on said rights, each party is solely and knowingly accepting the use of arbitration as a means of resolution of any Disputes. The parties agree that this clause has been included to rapidly and inexpensively resolve any disputes between them with respect to this Agreement.

(iv) The laws of the state of California, including the California Arbitration Act, shall apply exclusively as the laws governing this arbitration agreement between the parties, with the sole exception of the California Choice of Law provisions, which shall not apply.

(v) Notwithstanding the other provisions of this Section 9(v), the parties agree that the following claims will not be subject to arbitration: (A) any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder; and (B) any action in ejectment or for possession of any interest in real or personal property.

(vi) Waiver of Jury Trial. WAIVER OF JURY TRIAL: TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL

(f) **Attorneys' Fees**. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

(g) **Severability**. In the event one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, earned out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

(h) **Entire Agreement**. This Agreement and the exhibits, schedules and appendices attached hereto, which are incorporated by reference (a) supersedes any prior agreement, representation or promise of any kind, whether written, oral, express or implied, between the parties hereto with respect to the subject matters herein, and (b) constitutes the full, complete and exclusive agreement between the parties with respect to the subject matters herein.

(i) **Amendment and Termination**. This Agreement can only be amended or terminated by a writing signed by a duly authorized representative of both parties. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by an authorized representative of each of the parties.

(j) **Captions**. The captions of the Sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction and/or interpretation.

(k) **Counterpart Execution**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(l) **Successors/Assigns**. This Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

[Signatures on the following page]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

COOKIES CREATIVE CONSULTING & PROMOTIONS, INC.

By: DocuSigned by: Parker Berling 88C1FFBED5C2498...

Name: Parker Berling
Its: Authorized Officer

COOKIES RETAIL LLC

By: DocuSigned by: Brandon Johnson 40F5FA4745EF435...

Name: Brandon Johnson
Its: President

Exhibit A

BUFFER ZONES

CRE Branded Retail Store	Retail Buffer Zone	Wholesale Buffer Zone	Notes
1. Modesto, CA	20 miles and all of Tracy, CA	10 miles	The Retail Buffer Zone in Tracy is contingent upon CRE using commercially reasonable best efforts to pursue a Branded Retail Store in Tracy, CA or Stockton, CA.
2. Merced, CA	30 miles	15 miles	
3. Fresno, CA	25 miles	20 miles	
4. Coalinga, CA	30 miles	15 miles	
5. Hayward, CA	12 miles	5.5 miles	CRE to use commercially reasonable best efforts to pursue Branded Retail Stores in San Ramon, CA and Danville, CA.
6. San Bernardino, CA	25 miles	8 miles excluding the City of Riverside, CA	Retail Buffer Zone subject to CRE opening a Branded Retail Store in the City of Riverside, CA within 12 months of licenses becoming Viable. If CRE does not open a Branded Retail Store in the City of Riverside, CA within 12 months of licenses becoming Viable, the City of Riverside will be carved-out from the Retail Buffer Zone.
7. Denver, CO	10 miles	6 miles	CRE to use commercially reasonable best efforts to pursue a Branded Retail Store in Lakewood, CO. Carve-out for Aurora, CO Branded Retail Store with CCC&P existing partner.
8. Commerce City, CO	10 miles	10 miles	CRE to use commercially reasonable best efforts to pursue a Branded Retail Store in Lakewood, CO. Carve-out for Aurora, CO Branded Retail Store with CCC&P existing partner.
9. Tacoma, WA	15 miles	12 miles	
10. Tulsa, OK	20 miles	8 miles	
11. Corvallis, OR	30 miles	25 miles	Carve-out for Cookies Corner in Salem, OR.
12. Portland, OR	10 miles	10 miles	Carve-out for wholesale in Vancouver, OR; carve-out for Branded Retail Store located at 8105 N. Fessenden, Portland, OR; carve-outs for Cookies Corners in Gresham, Beaverton, and Clackamas; CRE to use commercially reasonable efforts to pursue a Branded Retail Store in downtown Portland/Pearl District.
13. Las Vegas, LV	10 miles	6 miles	Carve-out for wholesale to retail stores owned by GTI.
14. Worcester, MA	Exclusive for Branded Retail Stores; 25 miles for Cookies Corners	12 miles	Carve out for Cookies Corner in Millis, MA.
15. Antioch, CA	15 miles	10 miles	Carve-out Branded Retail Store in Concord, CA with Green Door.

16. Napa, CA	20 miles	7 miles	Carve-out for Cookies Corner or Branded Retail Store in the City of Marin, CA.
17. Union City, CA	9 miles	7 miles	
18. Los Angeles (San Vicente), CA	10 miles	5 miles	Carve-out for retail for Lemonnade LAX and wholesale for DTLA Bakerie.
19. Los Angeles (Highland Park), CA	10 miles	4 miles	Carve-out for retail for Lemonnade LAXand wholesale for DTLA Bakerie.
20. La Jolla (Sorrento), CA	25 miles	10 miles	CRE to use commercially reasonable best efforts to pursue a Branded Retail Store in Chula Vista, San Diego, Pacific Beach within 12 months of licenses becoming Viable.
21. La Mesa, CA	17.5 miles	5 miles	CRE to use commercially reasonable best efforts to pursue a Branded Retail Store in Chula Vista, San Diego, Pacific Beach within 12 months of licenses becoming Viable.

Exhibit B

PRE-EXISTING BRANDED RETAIL STORES

	Store Name	Address
1.	Cookies Maywood	5815 Maywood Ave., Maywood, CA 90270
2.	Cookies Melrose	8360 Melrose Ave., # 101, Los Angeles, CA 90069
3.	Cookies Redding	1700 East Cypress Avenue, Redding, CA 96002
4.	Cookies Oakland	1776 Broadway, Oakland, CA 94612
5.	Berner’s on Haight	1685 Haight Street, San Francisco, CA 94117
6.	Cookies Modesto*	1944 W. Orangeburg Ave., Modesto, CA 95350
7.	Cookies Detroit	6030 E. 8 Mile Rd., Detroit, MI 48234
8.	Cookies Tel Aviv	HaYarkon Street 288, Tel Aviv-Yafo, Israel
9.	Cookies Lompoc	1017 E. Ocean Ave., Unit A, Lompoc, CA 93436
10.	Berner’s Merced*	811 W Main Street Merced, CA 95340
11.	Cookies San Diego*	7935 El Cajon Blvd. La Mesa, CA 91942
12.	Cookies Woodland Hills	5334 Alhama Dr., Woodland Hills, CA 91364
13.	Lemonnade Sacramento	1115 Fee Drive Sacramento, CA 95815
14.	Cookies Hayward*	1004 B Street, Hayward, CA 94541
15.	Lemonnade Portland	11321 SW 64th Ave, Portland, OR 97219
16.	Cookies San Bernardino*	494 W Orange Show Road, San Bernardino, CA 92408
17.	Cookies Tree Lounge	705 US Highway 101, Garberville, CA 95542
18.	Lemonnade Pacoima	12800 Wentworth Street, Arleta, CA 91331
19.	Cookies Tacoma*	3111 S Pine Street, Tacoma, WA 98409
20.	Cookies Broadway*	2057 South Broadway, Denver, CO 80210
21.	Cookies OKC Expressway*	4041 Northwest Expressway St, Oklahoma City, OK 73116
22.	Lemonnade PDX	6218 NE Columbia Blvd, Portland, OR 97218
23.	Cookies Missoula	129 N Higgins Avenue, Missoula, MT 59802
24.	Cookies Sacramento	1716 J Street, Sacramento, CA 95811
25.	Cookies Kalamazoo	2712 Portage St, Kalamazoo, MI 49001
26.	Lemonnade Tulsa*	8010 E 106th St Suite 104, Tulsa, OK 74133
27.	Lemonnade Van Nuys	7040 Hayvenhurst Ave, Van Nuys, CA 91406
28.	Cookies Pueblo	3003 W Northern Ave, Pueblo, CO 81005
29.	Cookies Portland.503	16102 NE Halsey St, Portland, OR 97230
30.	Cookies Corvallis*	257 SW Madison Avenue, Corvallis, OR 97333
31.	Lemonnade Jerusalem	Jaffa Street
32.	Cookies On The Strip	2307 S Las Vegas Boulevard, Las Vegas, NV 89104
33.	Cookies Mission Valley	7850 Mission Center Ct, San Diego, CA 92108
34.	Cookies Commerce City*	5385 Quebec Street, Commerce City, CO 80022
35.	Lemonnade South Sac	1421 47th Ave, Sacramento, CA 95822
36.	Cookies Santa Ana	1821 Newport Circle, Santa Ana, CA 92705
37.	Lemonnade Denver	4500 Washington St, Denver, CO 80216
38.	Cookies Worcester*	118 Cambridge St, Worcester, MA 01603
39.	Cookies Palm Springs	777 N Palm Canyon Dr., Palm Springs, CA 92262
40.	Lemonnade Antioch*	2625 Crow Court, Antioch, CA 94509
41.	Cookies Coalinga*	144 E Durian Ave, Coalinga, CA 93210
42.	Cookies Flamingo*	4240 W Flamingo Road, Las Vegas, NV 89103
43.	Lemonnade Lake Elsinore	31881 Corydon Rd Unit 160, Lake Elsinore, CA 92530
44.	Cookies Toronto	278A Queen St. W, Toronto, ON M5V 2A1, Canada
45.	Cookies Ann Arbor	2460 W Stadium Blvd, Ann Arbor, MI 48103

46.	Berner's by Good Day Farm	11600 Chenal Parkway Suite 1, Little Rock, AR
47.	Lemonnade Union City*	30545 - 30547 Union City Blvd, Union City, CA 94587
48.	Cookies Eugene	324 E 12th Ave. #2 ***moving to*** 1158 High Street, Eugene OR
49.	Cookies Be'er Sheva	Moses Montefiore st. 1 Be'er sheva, Israel 8429816
50.	Cookies Napa*	2481 2nd Street Napa, CA 94559
51.	Cookies Florissant	11088 New Halls Ferry Road, Florissant, MO
52.	Cookies Jackson	118 N. Columbus, Jackson, MS
53.	Cookies Ukiah	1104 S State St. Ukiah, CA 95482
54.	Cookies Bay City	3 State Park Drive, Bay City, MI
55.	Cookies Brentwood*	13016 San Vicente Blvd., Brentwood, MI 90049
56.	Lemonnade Centerfire	24729 Sherwood Ave. Center Line, MI 48015
57.	Cookies Miami*	331 W 41st St, Miami, FL
58.	Cookies Colorado Springs	3475 Pine Tree Square, Colorado Springs, CO
59.	Cookies Mt. Morris	4174 West Pearson Rd., Mt. Morris, MI
60.	Cookies Sturgis	716 N. Centerville Rd. Sturgis, MI 49091
61.	Cookies Highland Park*	5564 N Figueroa Street, Los Angeles, CA
62.	Cookies Sorrento Valley*	11330 Sorrento Valley Rd., San Diego, CA
63.	Cookies Somerville*	71- 72 Union Square, Somerville, MA
64.	Cookies Springfield*	595 Main Street, Springfield, MA
65.	Cookies North Miami*	17150 Biscayne Blvd., Miami, FL
66.	Cookies Orlando*	1345 Lee Road, Orlanda, FL
67.	Cookies Tempe	TBD
68.	Lemonnade LAX	5300 W 10th St. Los Angeles, CA 90045
69.	Powerzzz Valencia	724 Valencia St., San Francisco, CA
70.	Cookies DTLA	915 Venice Blvd., Los Angeles, CA 90015
71.	Cookies Concord	TBD
72.	Cookies Parkville*	8241 Perry Hall, Parkville, MD
73.	Cookies Ontario	2317 NW 11th St., Ontario, OR
74.	Cookies Cambridge*	57 John F. Kennedy St., Cambridge, MA
75.	Cookies State College*	1525 S Atherton St., State College, PA
76.	Cookies Fresno*	1264 N Wishon, Fresno, CA
77.	Cookies Chicago*	Multiple locations TBD
78.	Cookies Union Square*	468 Geary Street, San Francisco, CA
79.	Cookies Santa Rosa*	1937 Santa Rosa Ave., Santa Rosa, CA
80.	Cookies Lathrop ◊	TBD in Lathrop, CA
81.	Cookies Stockton*	7616 Pacific Ave., Stockton, CA
82.	Cookies Lisbon	TBD in Lisbon, Portugal
83.	Cookies Buchanan	TBD in Buchanan, MI
84.	Cookies Ypsilanti	TBD in Ypsilanti, MI
85.	Cookies Muskegon	TBD in Muskegon, MI
86.	Cookies Albuquerque	1340 Broadway Boulevard NE Albuquerque, NM 87102
87.	Lemonnade Grand Rapids	TBD in Grand Rapids, MI
88.	Cookies St. Louis*	TBD in St. Louis, MO
89.	Cookies Santa Maria*	1604 East Clark Ave, Bldg B, Santa Maria, CA
90.	Cookies Spokane*	7115 N Division Street, Spokane, WA
91.	Cookies Tulsa*	5151 South Harvard Ave., Tulsa, OK 74135
92.	Cookies Bozeman	TBD in Bozeman, MT
93.	Cookies Gainsville*	626 NW 13th Street, Gainesville, FL
94.	Cookies Tampa*	2915 Dale Mabry Hwy, Tampa, FL

95.	Cookies Miami Bird Rd.*	8303 SW 40th Street, Miami, FL
96.	Cookies Reno	7300 South Virginia St. Reno, NV 89511
97.	Cookies Baltimore	TBD in Baltimore, MD
98.	Cookies South Haven ◊	TBD in South Haven, MS
99.	Cookies Tupalo ◊	TBD in Tupalo, MS
100.	Cookies Mississippi Coast ◊	TBD in Mississippi Coast, MS
101.	Gas House Jackson ◊	TBD in Jackson, MS
102.	Lemonnade Hamilton	792 Concession St. Hamilton, ON L8V 1C9 Canada
103.	Cookies San Juan*	1760 Calle Loíza, San Juan, 00911, Puerto Rico
104.	Cookies Blue Door	843 Howard St. San Francisco, CA 94103
105.	Hurb Pacifica	403 Dondee Way Pacifica, CA 94044
106.	Cookies on Division*	7916 SE Division, Portland, OR
107.	Cookies Largo*	1581 N Missouri Ave, Largo, FL
108.	Cookies Williamsport*	300 Shiffler Ave., Williamsport, PA
109.	Cookies Harrison	TBD in Harrison, NJ
110.	Cookies Oxnard*	2655 East Vineyard Avenue, Oxnard, CA
111.	Cookies Daytona*	2110 W International Speedway Blvd., Daytona, FL
112.	Cookies Tempe	2715 S. Hardy Dr., Tempe, AZ 85282
113.	Lemmonade Portland ◊	8105 N. Fessenden St., Portland, OR 97203
114.	Villa Noble ±	TBD locations

* Indicates CRE Branded Retail Store.
◊ Indicates negotiated but not yet executed.
± Food and beverage concept that will not be a Branded Retail Store.

EXHIBIT 3

AGREEMENT NOT TO SUE

THIS AGREEMENT NOT TO SUE (**"Agreement"**), effective as of July 14, 2023 (**"Effective Date"**), is entered into by and between, on one hand, **COOKIES SF LLC**, a California limited liability company having a place of business at 901 A Street, Suite C, San Rafael, California 94901 (**"CSF"**) and **COOKIES CREATIVE CONSULTING & PROMOTIONS, INC.**, a California corporation having a place of business at 1350 Van Ness Avenue, First Floor, San Francisco, California 94109 (**"CCCP"**) and, on the other hand, **GMJT LLC**, a New York limited liability company having a place of business at 362 Fifth Avenue, Suite 1200, New York, New York 10016 (**"GMJT"**). CSF and CCCP may be referred to herein as **"Cookies Group."** Cookies Group and GMJT may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

RECITALS

WHEREAS, Cookies Group owns or has license rights to various trademarks, copyrights and other intellectual property, including but not limited to the trademarks, copyrights, and intellectual property specified on the attached **Schedule A** (the **"Cookies Marketing IP"**);

WHEREAS, GMJT, directly or through its contractors, desires to sell cannabis products and non-cannabis products in New York through the use of the Cookies Marketing IP, which may result in the development of brand recognition in New York related to the Cookies Marketing IP; and

WHEREAS, in consideration for the potential of such brand recognition and other valuable consideration, Cookies Group desires to agree not to sue GMJT for such use of the Cookies Marketing IP, provided that, such use is in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1 – COVENANT NOT TO SUE

1.1 Covenant. In consideration of One Dollar ($1.00), the opportunity for the creation of goodwill and brand recognition in markets in the State of New York related to the Cookies Marketing IP, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cookies Group, on behalf of itself and its attorneys, representatives and agents, hereby agrees and covenants that it will not control or influence the purchasing of cannabis and cannabis product inventory or sales of such cannabis or cannabis products by GMJT, and Cookies Group further covenants not to initiate, conduct or carry out any Legal Action (defined below) against GMJT or any of its Affiliates (as defined below), that concerns, arises from or relates in any way to the use of any Cookies Marketing IP by GMJT or any of its Affiliates anywhere in the State of New York, provided that, (a) such use is for the permitted use outlined in **Schedule B** (the "**Permitted Use**") attached hereto (the **"Covenant"**) and (b) any additional use not listed as the Permitted Use must be pre-approved by Cookies Group in writing. GMJT agrees to give Cookies Group prior notice of the use of the Cookies Marketing IP. Such prior notice will not constitute a requirement to obtain consent for the Permitted Use of the Cookies Marketing IP by Cookies Group. The term **"Legal Action,"** as used herein, will mean any actual or threatened demand, lawsuit, legal proceeding or any other legal action. The term "**Affiliates**," as used herein means affiliates, retailers, distributors, advertisers, marketers, contractors, licensees, assigns, or successors that are (i) pre-approved by Cookies Group in writing and (ii) identified on **Schedule C** attached hereto, which shall be amended from time to time by the Parties to reflect new persons or entities approved by Cookies Group.

1.2 Duration of Covenant. Subject to **Sections 1.3** and **Article 3**, unless and until the Parties agree otherwise in a signed, written amendment of this Agreement, the Covenant will be perpetual and free of any conditions regarding any payment conditions or any other conditions.

1.3 Cookies Group's Ownership. As between the Parties, Cookies Group will remain the owner of all right, title and interest in and to the Cookies Marketing IP. All goodwill associated with the Cookies Marketing IP will inure to the benefit of Cookies Group and be solely owned by Cookies Group.

ARTICLE 2 – REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

2.1 Representations and Warranties by Cookies Group. Cookies Group hereby represents and warrants that: (a) each member of Cookies Group is an organization that is duly organized, existing and in good standing under the laws of the State of California, with full right, power and authority to enter into and perform this Agreement; (b) one or both members of Cookies Group own the Cookies Marketing IP; (c) Cookies Group has the right and authority to restrict and bind itself according to the Covenant; (d) Cookies Group has the right and authority to enter into this Agreement; and (e) GMJT is under no obligation to purchase any Cookies Group products and shall not give any preferential placement to Cookies Group products.

2.2 Representations, Warranties and Covenants by GMJT. GMJT hereby represents and warrants that: (a) GMJT is a corporation duly organized, existing and in good standing under the laws of the State of New York, with full right, power and authority to enter into and perform this Agreement; (b) GMJT and its Affiliates shall not (i) challenge Cookies Groups' rights in and to the Cookies Marketing IP, (ii) file trademark or copyright applications, in any jurisdiction, that incorporate or are confusingly similar to the Cookies Marketing IP, or (iii) claim ownership of any Cookies Marketing IP; (c) GMJT and its Affiliates will not engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the Cookies Marketing IP or Cookies Group; (d) if GMJT becomes aware of any infringement or misappropriation of the Cookies Marketing IP, it shall immediately notify Cookies Group of any such infringement or misappropriation; (e) GMJT and its Affiliates shall not use the Cookies Marketing IP together with any other third-party trademarks or copyrights without Cookies Group's express written consent; (f) GMJT and its Affiliates will not co-brand any products with the Cookies Marketing IP that gives the impression that Cookies Group is affiliated or supports such other third-party brands without the written consent of Cookies Group; (g) GMJT and its Affiliates shall not use the Cookies Marketing IP for any purpose other than the Permitted Use; and (h) GMJT and its Affiliates shall comply with all applicable laws, rules, and regulations when conducting business using the Cookies Marketing IP. Nothing in this Section 2.2 shall be construed to limit GMJT's ability to procure, purchase, and sell third-party products in its retail dispensary located at 958 6th Ave., New York, NY 10001 (the "**Retail Location**").

2.3 **Indemnification**. GMJT and its Affiliates shall defend, indemnify, and hold CSF, CCCP, and each of their respective officers, directors, members, managers, employees, agents, representatives, affiliates, successors, and assigns, harmless from and against any and all Legal Actions arising from or related to GMJT's, or its Affiliates': (a) breach of any of the representations, warranties or covenants contained in Section 2.2; and/or (b) business operations, including business operations at the Retail Location.

ARTICLE 3 – TERM AND TERMINATION

3.1 Term. The initial term of this Agreement will begin on the Effective Date and end upon the expiration of **ten (10) years** thereafter (the "**Initial Term**") unless renewed or earlier terminated in accordance with this Article.

3.2 Auto-Renewal. The Initial Term of this Agreement will automatically renew for successive five-year periods (each a "**Renewal Term**," and together with the Initial Term, the "Term") unless GMJT provides Cookies Group with a written termination notice at least ninety (90) days before the expiration of the then-current Term, as the case may be.

3.3 Termination for Cause. Either Party may terminate this Agreement for Cause (as hereinafter defined). As used herein, "**Cause**" means a Party materially breaches it obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the Parties may agree upon to cure, if such breach cannot reasonably be cured within thirty (30) days. Notwithstanding the foregoing, either Party may terminate this Agreement immediately if (i) there is a breach any of the provisions of Sections 2.1 or 2.2, or (ii) a final determination related to cannabis licensing is made by a New York regulatory body, or if appealed to a court of competent jurisdiction, a final court determination, against a Party (including GMJT's Affiliates). Notwithstanding anything to the contrary in this Agreement, including Section 2.2, Cause shall not include any actual or threatened demand, lawsuit, legal proceeding or any other legal or administrative action against GMJT or its Affiliates originating from the Office of Cannabis Management or the Cannabis Control Board for use of the Cookies Marketing IP consistent with this Agreement, except to the extent such demand, lawsuit, legal proceeding or any other legal or administrative action is due to the negligence or willful misconduct of GMJT or its Affiliates.

3.4 Termination for Convenience. Upon ninety (90) days prior written notice, either Party may terminate this Agreement for any reason or no reason upon the earlier of: (1) thirty-nine (39) months from the Effective Date, or (2) thirty-six (36) months from the Retail Location's opening to the public.

3.5 Termination for no Location. Notwithstanding anything to the contrary contained herein, Cookies Group may terminate this Agreement, upon thirty (30) days prior written notice to GMJT, if the Retail Location is not open to the public within six (6) months of the Effective Date.

3.6 Effect of Termination. The Covenant will be terminated and of no legal effect upon the termination of this Agreement; *provided that*, if Cookies Group terminates pursuant to Section 3.4, GMJT shall have a reasonable period of time (but in any event no less than 6 months) to rebrand the Retail Location and cease use of the Cookies Marketing IP.

ARTICLE 4 – MISCELLANEOUS

4.1 Relationship of Parties. In the performance of this Agreement, the Parties will at all times act as and be deemed to be independent contractors. Neither Party nor any of its employees, agents or officers will be considered an employee, joint venturer, agent or partner of the other Party. Neither Party is authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of the other.

4.2 Notices. All notices under this Agreement will be in writing and may be given by personal delivery, nationally recognized courier service, mail, e-mail, facsimile or any other commercially reasonable method directed to the addresses set forth in the first paragraph of this Agreement. Notices will be deemed to have been received upon the earlier of the following: (a) actual receipt; (b) delivery, if delivered personally or by a national recognized courier service; (c) one day after being deposited with a nationally recognized courier service for delivery within 24 hours; (d) three days after being deposited in U.S. mail, by registered or certified mail, return receipt requested and postage prepaid; or (e) a manual, non-automated email reply by the recipient of an emailed notice. Any notice under **Section 1.3** and any notice relating to any dispute, claim, termination or breach of this Agreement will be delivered via the method described in the foregoing subsection (b), (c) or (d).

4.3 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, or becomes invalid or unenforceable by operation of law, the remainder of this Agreement will continue in full force and effect.

4.4 Modification. If any provision of this Agreement is deemed unenforceable because of its scope in terms of disclaimer, limitation, time, ownership or any other matter, the court making such determination will have the power to modify such provision, through reductions or limitations thereon or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced under applicable law. Further, if there is an adverse determination by an agency that this Agreement will cause or causes the Parties to violate a relevant statute, regulation, or rule, this Agreement shall be reformed to comply with the relevant statute, regulation, or rule.

4.5 Reservation of Rights. Neither Party's delay or failure in enforcing any right or remedy afforded under this Agreement or by law will prejudice or operate to waive that right or remedy or any other available right or remedy.

4.6 Amendments and Waiver. Changes or modifications to this Agreement, and the waiver of any provision of this Agreement, may be made only in writing and signed by the Parties.

4.7 Governing Law; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflict of laws principles. Any dispute, controversy or claim arising out of or related in any manner to this Agreement which cannot be amicably resolved by the Parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a sole arbitrator with significant knowledge and experience related to New York cannabis statutes and regulations and contract law, and shall take place in New York, New York. The language of the arbitration shall be English, and the arbitration shall be confidential. The arbitrator will be bound to adjudicate all disputes in accordance with the laws of the State of New York. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the Parties. This Section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement not resolved amicably by the Parties. Notwithstanding the foregoing, any action for injunctive relief may be submitted to a court of competent jurisdiction and shall not be subject to this provision.

4.8 Attorney Fees. If a Party brings any type of action or proceeding to enforce the terms hereof or declare any rights hereunder, the substantially prevailing Party in any action, proceeding or appeal thereon shall be entitled to reasonable attorneys' fees and costs. Such fees and costs may be awarded in the same proceeding or recovered in a separate proceeding. The term "substantially prevailing Party" shall be a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, award, judgment or abandonment by the other Party of its claim or defense.

4.9 Entire Agreement. This Agreement, including the attached **Schedules**, will constitute the entire agreement between the Parties pertaining to the subject matter hereof and will supersede any previous agreements or understandings, whether oral or written.

4.10 Further Assurances and Cooperation. Upon the reasonable request of either Party, the other Party will execute any additional certificates, instruments or other documents that may be reasonably necessary to fully implement this Agreement.

4.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one instrument.

4.12 Electronic Signature. For purposes of this Agreement, a Party's electronic signature will be deemed its written signature of this Agreement, and its electronic signature will include any image that represents its representative's signature, including the representative's printed name displayed in standard or stylized format on an electronic document in PDF or other digital format. Each Party's electronic signature of this Agreement will be deemed, and will have the same force and effect as, the original, hand-written signing of this Agreement.

[***Remainder Intentionally Blank. Signature Page Follows.***]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement Not to Sue effective as of the Effective Date first set forth above.

COOKIES GROUP:	**GMJT:**
COOKIES SF LLC	**GMJT LLC**
By: Charles Yang (Jul 14, 2023 13:40 PDT)	By:
Name: Charles Yang	Name: Michael Cohen
Title: Authorized Representative	Title: Authorized Representative

COOKIES CREATIVE CONSULTING & PROMOTIONS, INC.

By: Parker Berling (Jul 14, 2023 08:08 PDT)

Name: Parker Berling

Title: President

[SIGNATURE PAGE OF AGREEMENT NOT TO SUE]

SCHEDULE A

COOKIES MARKETING IP

Serial Number	Reg. Number	Mark	Classes
87264418	5305159		Classes 3, 7, 14, 16, 18, 21, 25, 28
97020144	6939339		Class 4
97004916	6988957		Class 9
97652720			Class 9
97020154	6939340		Class 24
97020139	6939338		Class 27
97019434	6988987		Class 34
97466482			Class 34
97019445	6988988		Class 35
97652731			Class 35

97652736			Class 41

Serial Number	Reg. Number	Mark	Classes
97427390	6991702	Cookies	Class 9
97427395	6991703	Cookies	Class 18
97427384	6991700	Cookies	Class 25
97427397	6991701	Cookies	Class 34
97427380	6991699	Cookies	Class 35

Serial Number	Reg. Number	Mark	Classes
97019493	6939336	COOKIES	Class 4
87264411	5305158	COOKIES	Class 7, 14, 16, 28
97530534		COOKIES	Class 9

97652756		COOKIES	Class 9
86697479	5319867	COOKIES	Class 18, 21
97019497	6939337	COOKIES	Class 24
86047276	4619692	COOKIES SF	Class 25
97530466		COOKIES	Class 25
97019461	6939334	COOKIES	Class 25
97019471	6939335	COOKIES	Class 27
86764189	4951161	COOKIES	Class 34
97466481		COOKIES	Class 34
97019505		COOKIES	Class 35
97652812		COOKIES	Class 35

97652825		COOKIES	Class 41

Common law Marks and copyrights and other Licensed Property related to the following strains:

Strain Name[1]
1. Cereal Milk
2. Cheetah Piss
3. Snowman (TC)
4. Snowman
5. Gary Payton
6. Pink Rozay
7. Londonchello
8. Grenadine
9. London Pound Cake 75
10. Gelatti
11. Georgia Pie
12. Gelatto
13. Berry Pie

14. LPC x KM #10*
15. Ocean Beach
16. Sweet Tea
17. Pancakes
18. Collin's Ave
19. Sticky Buns
20. Honey Bun
21. White Runtz
22. Melonatta
23. Project 4510*
24. Project 4516*
25. High Tech 2
26. The Soap
27. Christmas Tree
28. Chill Cake 55
29. Medellin 111
30. Medellin 87
31. LemonCooler 1
32. Chill Cake 71
33. Lemonchello 10
34. L Sherb x LSD 26
35. Lemonchello 28

36. TangEray
37. Cake Mix
38. Chill Cake 408
39. Lemon OZ #13
40. LimexSLP
41. Lemon Sherb 5
42. Cake Pounder 1
43. Lemon Delight 2 x pura vida 75
44. Lemon Cooler 1 x sls 21
45. LC x LSD

[1] Additional "Grandiflora" and "Powerz" genetics, among others, to be added from time to time.

End of Schedule A

SCHEDULE B

Permitted Use

The following use of the Cookies Marketing IP shall be the Permitted Use:

Cookies Marketing IP shall only be used in connection with the branding, advertising, and marketing of the licensed cannabis dispensary located at the Retail Location, and the sale of products therefrom, in accordance with applicable law, including the New York State Cannabis Law and the rules, regulations, and guidance promulgated thereunder.

End of Schedule B

SCHEDULE C

Affiliates of as ____________

End of Schedule C

Re: Cookies Group Agreement Not to Sue - 071423 (final)

Final Audit Report 2023-07-14

Created:	2023-07-14
By:	Adam Blaier (ablaier@brownandblaier.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnTX0IdhZ-TtQqQNN8u2xzIOXsCm9PFHM

"Re: Cookies Group Agreement Not to Sue - 071423 (final)" History

Document created by Adam Blaier (ablaier@brownandblaier.com)
2023-07-14 - 2:37:21 PM GMT

Document emailed to Michael Cohen (michael@mjtrim.com) for signature
2023-07-14 - 2:37:57 PM GMT

Document emailed to parker@cookiescalifornia.com for signature
2023-07-14 - 2:37:57 PM GMT

Document emailed to cyang888@gmail.com for signature
2023-07-14 - 2:37:58 PM GMT

Email viewed by Michael Cohen (michael@mjtrim.com)
2023-07-14 - 2:47:24 PM GMT

Document e-signed by Michael Cohen (michael@mjtrim.com)
Signature Date: 2023-07-14 - 2:48:28 PM GMT - Time Source: server

Email viewed by parker@cookiescalifornia.com
2023-07-14 - 3:07:20 PM GMT

Signer parker@cookiescalifornia.com entered name at signing as Parker Berling
2023-07-14 - 3:08:03 PM GMT

Document e-signed by Parker Berling (parker@cookiescalifornia.com)
Signature Date: 2023-07-14 - 3:08:05 PM GMT - Time Source: server

Email viewed by cyang888@gmail.com
2023-07-14 - 7:11:57 PM GMT

Signer cyang888@gmail.com entered name at signing as Charles Yang
2023-07-14 - 8:40:37 PM GMT

Document e-signed by Charles Yang (cyang888@gmail.com)
Signature Date: 2023-07-14 - 8:40:39 PM GMT - Time Source: server

Agreement completed.
2023-07-14 - 8:40:39 PM GMT

Adobe Acrobat Sign

EXHIBIT 4

December 29, 2023

VIA EMAIL ONLY

Mike Cohen
Email: michael@mjtrim.com

Gabriel Marin
Email: gabe.marin.homes@gmail.com

Jason Klimek
Email: jklimek@barclaydamon.com

Re: Cookies Branded Retail Store in Herold Square, NY

Dear Messrs. Cohen, Marin and Klimek:

I am General Counsel for Cookies Retail, LLC, a Delaware limited liability company ("***CR***"). It has come to CR's attention that you are currently developing a Cookies branded retail store at 958 6th Ave., New York, NY (the "***Prospective Store***"). CR has entered into agreements with Cookies Creative Consulting & Promotions, Inc. (the "***Brand***"), whereunder CR currently has the exclusive right to develop, open and operate the Brand's retail dispensaries in the State of New York. Accordingly, CR hereby provides this notice making you aware of our rights and demanding that you cease and desist from opening, developing, or otherwise operating the Prospective Store.

We ask that you respond to this letter by January 5, 2024, to inform us of your intentions. Please note that if we do not hear from you by that date or if you inform us of your intent to open, develop, or otherwise the Prospective Store, we will have no choice but to seek judicial assistance. We truly hope that will not be necessary.

Sincerely,

Ryan Johnson
General Counsel, Cookies Retail, LLC

cc: Parker Berling
Michael Moulton, Esq.

EXHIBIT 5

CONANT LAW FIRM, PLC
COUNSELORS AT LAW

PAUL A. CONANT
paulconant@conantlawfirm.com

January 14, 2024

Via email only to:
ryan@cookiesre.com

Ryan Johnson, General Counsel
Cookies Retail, LLC
4400 MacArthur Blvd., Suite 970
Newport Beach, CA 92660

Re: December 29, 2023 Letter ("Your Letter") Copied to Cookies Creative Consulting & Promotions, Inc., a California corporation ("CCC&P") by Cookies Retail, LLC ("CRE") regarding "Cookies Branded Retail Store in Herold Square, NY"; RESPONSE AND CEASE AND DESIST AND LITIGATION HOLD LETTER.

Dear Attorney Johnson:

Your Letter of December 29, 2023 to Messrs. Cohen, Marin and Klimek was also directed to Mr. Parker Berling, President of CCC&P, and to CCC&P's legal counsel Michael Moulton, and then provided to me.

Your Letter asserts that it has come to CRE's attention that Messrs. Cohen, Marin and Klimek are developing a Cookes branded retail store at 958 6th Ave., New York, NY, and that CRE currently has the exclusive right to develop, open and operate CCC&P's retail dispensaries in the State of New York. Your Letter then goes on to convey a cease and desist demand, threatening a deadline for response and resort to judicial assistance.

Your Letter does not identify any actionable breach by CCC&P, but it does constitute a damaging breach by CRE of its agreements with CCC&P.

As you should be aware by this time, CCC&P filed its CLAIMANT'S NOTICE OF CLAIMS, DEMAND FOR ARBITRATION AND STATEMENT OF REMEDIES SOUGHT (and supporting exhibits) with JAMS, Reference Number #5100001775 (the "JAMS arbitration"). Please consider this letter to constitute notification that CCC&P is amending its JAMS arbitration filing to include a claim for damages caused by Your Letter and the assertions contained therein. CCC&P intends to fully vindicate its damages claims in that regard in the JAMS arbitration.

Grounds for CCC&P's damages claim include the fact that CRE no longer has the exclusive right to open "Branded Retail Stores" (as defined in the May 31, 2022 Letter

Agreement executed between CCC&P and CRE (the "May 2022 Letter Agreement")) in the State of New York, and yet CRE is alleging that it does have such rights in Your Letter, and is making cease and desist demands based on what is stated in Your Letter, causing CCC &P to be exposed on undue costs and expenses.

Based on a review of Your Letter, CRE appears to be relying on the following provision in the May 2022 Letter Agreement:

> (c) **New Entry Period**. A "reasonable period of time" shall mean twelve (12) months from the date the first new license issued by any such New Market first becomes "Viable" (the "***New Entry Period***"). "***Viable***" means the date that the first new license can be held and used in such New Market without threat of revocation or modification from a pending lawsuit (including an appeal thereof) threatening at least the majority of new licenses issued in such New Market. CCC&P shall not negotiate with any third party with whom CRE has had any discussions about opening a Branded Retail Store during the New Entry Period; provided, that CRE shall provide CCC&P with periodic updates of the parties with whom it has been having such discussions. Further, CCC&P shall not enter into a Retail License Agreement with any third-party during the New Entry Period (whether or not CRE has had discussions with such third-party about opening a Branded Retail Store). Notwithstanding the foregoing, the New Entry Period with respect to any New Market will terminate immediately in the event that either: (a) CRE opens more than one (1) cannabis retail store that is not a Branded Retail Store (each, a "***Non-Cookies Store***") in such New Market without first opening at least one (1) Branded Retail Store in such New Market; provided, that the New Entry Period will not terminate immediately under this clause (a) if the reason a Branded Retail Store does not open before such Non-Cookies Store is because the supply of Licensed Products in such New Market is not sufficient to support the opening of the Branded Retail Store, as determined in good faith by the parties; or (b) CRE does not enter into a Retail License Agreement with CCC&P with respect to opening a Branded Retail Store in such New Market within six (6) months from the date the first new license issued by any such New Market first becomes Viable; provided, that the New Entry Period will not terminate immediately under this clause (b) if CCC&P unreasonably withholds, conditions or delays entry into a Retail License Agreement that is substantially similar in form to those used by the parties in the past, or if CCC&P, on the one hand, and CRE and/or the prospective partner, on the other hand, have entered into an agreement to execute a Retail License Agreement upon receipt of regulatory approval.

As CRE is aware, "new" New York licenses were first issued back on November 17, 2022 (see https://cannabis.ny.gov/system/files/documents/2022/11/ccb-approves-first-caurd-licenses.pdf), and the first dispensary operating under a conditional adult-use retail dispensary license opened in January 2023 (see Governor Hochul Announces Opening of First New York Cannabis Dispensary Owned by a Justice Impacted Individual | Governor Kathy Hochul (ny.gov)). Further, original New York licenses for medical cannabis retailers were issued back in 2015, so the New York industry was not, itself, "new".

As you know (or should), CCC&P has never entered into any Retail License Agreement (an "RLA") with any party in New York under which it granted the right to a third party to establish, own or operate a retail cannabis store selling federally regulated cannabis products. The ownership regulations are very strict in New York: if a party has any financial interest in any cannabis cultivation, manufacturing or distribution company anywhere in the world, that party cannot have any interest whatsoever in any New York cannabis social equity retail license. While CCC&P entered into an agreement entitled, “Agreement Not to Sue” with GMJT, LLC, in the abundance of caution it only did so six (6) months after the new adult-use New York cannabis retail licenses first became viable. See attached July 14, 2023 “Agreement Not to Sue”. Under this agreement, as you can see, CCC&P did not grant GMJT, LLC the right to open and operate a Branded Retail Store. Instead, CCC&P merely agreed that it would not sue GMJT for its use of Cookies’ marks in New York for certain permitted purposes, and confirmed that CCC&P has no undue influence over GMJT, LLC of any type whatsoever.

Accordingly, the evidence shows that, (1) even if CCC&P had entered into an RLA in New York (it did not), it would be well within its contractual rights to do so, (2) CCC&P has not entered into an RLA in New York, and (3) neither CRE nor its Affiliates could qualify for any of the current “new” licenses, given the legal restrictions imposed by applicable New York law and regulations (a matter concerning which CRE has been well aware, as evidenced by its repeated representations that it does not intend to enter into the New York market to establish Cookies-branded retail stores).

Regardless of the facts and the law, Your Letter nonetheless makes false accusations which constitute a breach of the CCC&P and CRE agreements (particularly the May 2022 Letter Agreement) and, as noted, has caused damages to CCC&P. In an effort to minimize its damages caused by Your Letter, CCC&P hereby demands that CRE immediately and forever cease and desist from continuing to make or restating the claims and assertions set forth in Your Letter.

Finally, this letter also serves as a Litigation Hold letter. My client has instituted a Litigation Hold and demands that you do the same immediately, including concerning the allegations in Your Letter and all surrounding circumstances. The scope of this Litigation Hold demand requests that you retain any and all documentation and ESI concerning the allegations in Your Letter, including without limitation with respect to any and all communications with your current officers and directors, as well as current and prospective investors, or any person or entity acting for any of them or on any of their respective behalfs or any control person or affiliate or related party of any such party.

Thank you for your attention to the foregoing important matters. If there is anything unclear about what is stated above, please contact me promptly to so advise in order that any confusion may be avoided.

Very truly yours,

Paul A. Conant

602.508.9010 | 602.508.9015 Fax | 2398 East Camelback Road | Suite 925 | Phoenix, Arizona 85016 | www.CONANTLAWFIRM.com

Enclosure, as noted

602.508.9010 | 602.508.9015 Fax | 2398 East Camelback Road | Suite 925 | Phoenix, Arizona 85016 | www.CONANTLAWFIRM.com

AGREEMENT NOT TO SUE

THIS AGREEMENT NOT TO SUE (**"Agreement"**), effective as of July 14, 2023 (**"Effective Date"**), is entered into by and between, on one hand, **COOKIES SF LLC**, a California limited liability company having a place of business at 901 A Street, Suite C, San Rafael, California 94901 (**"CSF"**) and **COOKIES CREATIVE CONSULTING & PROMOTIONS, INC.**, a California corporation having a place of business at 1350 Van Ness Avenue, First Floor, San Francisco, California 94109 (**"CCCP"**) and, on the other hand, **GMJT LLC**, a New York limited liability company having a place of business at 362 Fifth Avenue, Suite 1200, New York, New York 10016 (**"GMJT"**). CSF and CCCP may be referred to herein as **"Cookies Group."** Cookies Group and GMJT may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

RECITALS

WHEREAS, Cookies Group owns or has license rights to various trademarks, copyrights and other intellectual property, including but not limited to the trademarks, copyrights, and intellectual property specified on the attached **Schedule A** (the **"Cookies Marketing IP"**);

WHEREAS, GMJT, directly or through its contractors, desires to sell cannabis products and non-cannabis products in New York through the use of the Cookies Marketing IP, which may result in the development of brand recognition in New York related to the Cookies Marketing IP; and

WHEREAS, in consideration for the potential of such brand recognition and other valuable consideration, Cookies Group desires to agree not to sue GMJT for such use of the Cookies Marketing IP, provided that, such use is in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1 – COVENANT NOT TO SUE

1.1 Covenant. In consideration of One Dollar ($1.00), the opportunity for the creation of goodwill and brand recognition in markets in the State of New York related to the Cookies Marketing IP, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cookies Group, on behalf of itself and its attorneys, representatives and agents, hereby agrees and covenants that it will not control or influence the purchasing of cannabis and cannabis product inventory or sales of such cannabis or cannabis products by GMJT, and Cookies Group further covenants not to initiate, conduct or carry out any Legal Action (defined below) against GMJT or any of its Affiliates (as defined below), that concerns, arises from or relates in any way to the use of any Cookies Marketing IP by GMJT or any of its Affiliates anywhere in the State of New York, provided that, (a) such use is for the permitted use outlined in **Schedule B** (the "**Permitted Use**") attached hereto (the **"Covenant"**) and (b) any additional use not listed as the Permitted Use must be pre-approved by Cookies Group in writing. GMJT agrees to give Cookies Group prior notice of the use of the Cookies Marketing IP. Such prior notice will not constitute a requirement to obtain consent for the Permitted Use of the Cookies Marketing IP by Cookies Group. The term **"Legal Action,"** as used herein, will mean any actual or threatened demand, lawsuit, legal proceeding or any other legal action. The term "**Affiliates**," as used herein means affiliates, retailers, distributors, advertisers, marketers, contractors, licensees, assigns, or successors that are (i) pre-approved by Cookies Group in writing and (ii) identified on **Schedule C** attached hereto, which shall be amended from time to time by the Parties to reflect new persons or entities approved by Cookies Group.

1.2 Duration of Covenant. Subject to **Sections 1.3** and **Article 3**, unless and until the Parties agree otherwise in a signed, written amendment of this Agreement, the Covenant will be perpetual and free of any conditions regarding any payment conditions or any other conditions.

1.3 Cookies Group's Ownership. As between the Parties, Cookies Group will remain the owner of all right, title and interest in and to the Cookies Marketing IP. All goodwill associated with the Cookies Marketing IP will inure to the benefit of Cookies Group and be solely owned by Cookies Group.

ARTICLE 2 – REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

2.1 Representations and Warranties by Cookies Group. Cookies Group hereby represents and warrants that: (a) each member of Cookies Group is an organization that is duly organized, existing and in good standing under the laws of the State of California, with full right, power and authority to enter into and perform this Agreement; (b) one or both members of Cookies Group own the Cookies Marketing IP; (c) Cookies Group has the right and authority to restrict and bind itself according to the Covenant; (d) Cookies Group has the right and authority to enter into this Agreement; and (e) GMJT is under no obligation to purchase any Cookies Group products and shall not give any preferential placement to Cookies Group products.

2.2 Representations, Warranties and Covenants by GMJT. GMJT hereby represents and warrants that: (a) GMJT is a corporation duly organized, existing and in good standing under the laws of the State of New York, with full right, power and authority to enter into and perform this Agreement; (b) GMJT and its Affiliates shall not (i) challenge Cookies Groups' rights in and to the Cookies Marketing IP, (ii) file trademark or copyright applications, in any jurisdiction, that incorporate or are confusingly similar to the Cookies Marketing IP, or (iii) claim ownership of any Cookies Marketing IP; (c) GMJT and its Affiliates will not engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the Cookies Marketing IP or Cookies Group; (d) if GMJT becomes aware of any infringement or misappropriation of the Cookies Marketing IP, it shall immediately notify Cookies Group of any such infringement or misappropriation; (e) GMJT and its Affiliates shall not use the Cookies Marketing IP together with any other third-party trademarks or copyrights without Cookies Group's express written consent; (f) GMJT and its Affiliates will not co-brand any products with the Cookies Marketing IP that gives the impression that Cookies Group is affiliated or supports such other third-party brands without the written consent of Cookies Group; (g) GMJT and its Affiliates shall not use the Cookies Marketing IP for any purpose other than the Permitted Use; and (h) GMJT and its Affiliates shall comply with all applicable laws, rules, and regulations when conducting business using the Cookies Marketing IP. Nothing in this Section 2.2 shall be construed to limit GMJT's ability to procure, purchase, and sell third-party products in its retail dispensary located at 958 6th Ave., New York, NY 10001 (the "**Retail Location**").

2.3 **Indemnification**. GMJT and its Affiliates shall defend, indemnify, and hold CSF, CCCP, and each of their respective officers, directors, members, managers, employees, agents, representatives, affiliates, successors, and assigns, harmless from and against any and all Legal Actions arising from or related to GMJT's, or its Affiliates': (a) breach of any of the representations, warranties or covenants contained in Section 2.2; and/or (b) business operations, including business operations at the Retail Location.

ARTICLE 3 – TERM AND TERMINATION

3.1 Term. The initial term of this Agreement will begin on the Effective Date and end upon the expiration of **ten (10) years** thereafter (the "**Initial Term**") unless renewed or earlier terminated in accordance with this Article.

3.2 Auto-Renewal. The Initial Term of this Agreement will automatically renew for successive five-year periods (each a "**Renewal Term**," and together with the Initial Term, the "Term") unless GMJT provides Cookies Group with a written termination notice at least ninety (90) days before the expiration of the then-current Term, as the case may be.

3.3 Termination for Cause. Either Party may terminate this Agreement for Cause (as hereinafter defined). As used herein, "**Cause**" means a Party materially breaches it obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the Parties may agree upon to cure, if such breach cannot reasonably be cured within thirty (30) days. Notwithstanding the foregoing, either Party may terminate this Agreement immediately if (i) there is a breach any of the provisions of Sections 2.1 or 2.2, or (ii) a final determination related to cannabis licensing is made by a New York regulatory body, or if appealed to a court of competent jurisdiction, a final court determination, against a Party (including GMJT's Affiliates). Notwithstanding anything to the contrary in this Agreement, including Section 2.2, Cause shall not include any actual or threatened demand, lawsuit, legal proceeding or any other legal or administrative action against GMJT or its Affiliates originating from the Office of Cannabis Management or the Cannabis Control Board for use of the Cookies Marketing IP consistent with this Agreement, except to the extent such demand, lawsuit, legal proceeding or any other legal or administrative action is due to the negligence or willful misconduct of GMJT or its Affiliates.

3.4 Termination for Convenience. Upon ninety (90) days prior written notice, either Party may terminate this Agreement for any reason or no reason upon the earlier of: (1) thirty-nine (39) months from the Effective Date, or (2) thirty-six (36) months from the Retail Location's opening to the public.

3.5 Termination for no Location. Notwithstanding anything to the contrary contained herein, Cookies Group may terminate this Agreement, upon thirty (30) days prior written notice to GMJT, if the Retail Location is not open to the public within six (6) months of the Effective Date.

3.6 Effect of Termination. The Covenant will be terminated and of no legal effect upon the termination of this Agreement; *provided that*, if Cookies Group terminates pursuant to Section 3.4, GMJT shall have a reasonable period of time (but in any event no less than 6 months) to rebrand the Retail Location and cease use of the Cookies Marketing IP.

ARTICLE 4 – MISCELLANEOUS

4.1 Relationship of Parties. In the performance of this Agreement, the Parties will at all times act as and be deemed to be independent contractors. Neither Party nor any of its employees, agents or officers will be considered an employee, joint venturer, agent or partner of the other Party. Neither Party is authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of the other.

4.2 Notices. All notices under this Agreement will be in writing and may be given by personal delivery, nationally recognized courier service, mail, e-mail, facsimile or any other commercially reasonable method directed to the addresses set forth in the first paragraph of this Agreement. Notices will be deemed to have been received upon the earlier of the following: (a) actual receipt; (b) delivery, if delivered personally or by a national recognized courier service; (c) one day after being deposited with a nationally recognized courier service for delivery within 24 hours; (d) three days after being deposited in U.S. mail, by registered or certified mail, return receipt requested and postage prepaid; or (e) a manual, non-automated email reply by the recipient of an emailed notice. Any notice under **Section 1.3** and any notice relating to any dispute, claim, termination or breach of this Agreement will be delivered via the method described in the foregoing subsection (b), (c) or (d).

4.3 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, or becomes invalid or unenforceable by operation of law, the remainder of this Agreement will continue in full force and effect.

4.4 Modification. If any provision of this Agreement is deemed unenforceable because of its scope in terms of disclaimer, limitation, time, ownership or any other matter, the court making such determination will have the power to modify such provision, through reductions or limitations thereon or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced under applicable law. Further, if there is an adverse determination by an agency that this Agreement will cause or causes the Parties to violate a relevant statute, regulation, or rule, this Agreement shall be reformed to comply with the relevant statute, regulation, or rule.

4.5 Reservation of Rights. Neither Party's delay or failure in enforcing any right or remedy afforded under this Agreement or by law will prejudice or operate to waive that right or remedy or any other available right or remedy.

4.6 Amendments and Waiver. Changes or modifications to this Agreement, and the waiver of any provision of this Agreement, may be made only in writing and signed by the Parties.

4.7 Governing Law; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflict of laws principles. Any dispute, controversy or claim arising out of or related in any manner to this Agreement which cannot be amicably resolved by the Parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a sole arbitrator with significant knowledge and experience related to New York cannabis statutes and regulations and contract law, and shall take place in New York, New York. The language of the arbitration shall be English, and the arbitration shall be confidential. The arbitrator will be bound to adjudicate all disputes in accordance with the laws of the State of New York. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the Parties. This Section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement not resolved amicably by the Parties. Notwithstanding the foregoing, any action for injunctive relief may be submitted to a court of competent jurisdiction and shall not be subject to this provision.

4.8 Attorney Fees. If a Party brings any type of action or proceeding to enforce the terms hereof or declare any rights hereunder, the substantially prevailing Party in any action, proceeding or appeal thereon shall be entitled to reasonable attorneys' fees and costs. Such fees and costs may be awarded in the same proceeding or recovered in a separate proceeding. The term "substantially prevailing Party" shall be a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, award, judgment or abandonment by the other Party of its claim or defense.

4.9 Entire Agreement. This Agreement, including the attached **Schedules**, will constitute the entire agreement between the Parties pertaining to the subject matter hereof and will supersede any previous agreements or understandings, whether oral or written.

4.10 Further Assurances and Cooperation. Upon the reasonable request of either Party, the other Party will execute any additional certificates, instruments or other documents that may be reasonably necessary to fully implement this Agreement.

4.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one instrument.

4.12 Electronic Signature. For purposes of this Agreement, a Party's electronic signature will be deemed its written signature of this Agreement, and its electronic signature will include any image that represents its representative's signature, including the representative's printed name displayed in standard or stylized format on an electronic document in PDF or other digital format. Each Party's electronic signature of this Agreement will be deemed, and will have the same force and effect as, the original, hand-written signing of this Agreement.

[***Remainder Intentionally Blank. Signature Page Follows.***]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement Not to Sue effective as of the Effective Date first set forth above.

COOKIES GROUP:	**GMJT:**
COOKIES SF LLC	**GMJT LLC**
By: Charles Yang (Jul 14, 2023 13:40 PDT)	By:
Name: Charles Yang	Name: Michael Cohen
Title: Authorized Representative	Title: Authorized Representative

COOKIES CREATIVE CONSULTING & PROMOTIONS, INC.

By: Parker Berling (Jul 14, 2023 08:08 PDT)

Name: Parker Berling

Title: President

[SIGNATURE PAGE OF AGREEMENT NOT TO SUE]

SCHEDULE A

COOKIES MARKETING IP

Serial Number	Reg. Number	Mark	Classes
87264418	5305159		Classes 3, 7, 14, 16, 18, 21, 25, 28
97020144	6939339		Class 4
97004916	6988957		Class 9
97652720			Class 9
97020154	6939340		Class 24
97020139	6939338		Class 27
97019434	6988987		Class 34
97466482			Class 34
97019445	6988988		Class 35
97652731			Class 35

97652736			Class 41

Serial Number	**Reg. Number**	**Mark**	**Classes**
97427390	6991702	Cookies	Class 9
97427395	6991703	Cookies	Class 18
97427384	6991700	Cookies	Class 25
97427397	6991701	Cookies	Class 34
97427380	6991699	Cookies	Class 35

Serial Number	**Reg. Number**	**Mark**	**Classes**
97019493	6939336	COOKIES	Class 4
87264411	5305158	COOKIES	Class 7, 14, 16, 28
97530534		COOKIES	Class 9

97652756		COOKIES	Class 9
86697479	5319867	COOKIES	Class 18, 21
97019497	6939337	COOKIES	Class 24
86047276	4619692	COOKIES SF	Class 25
97530466		COOKIES	Class 25
97019461	6939334	COOKIES	Class 25
97019471	6939335	COOKIES	Class 27
86764189	4951161	COOKIES	Class 34
97466481		COOKIES	Class 34
97019505		COOKIES	Class 35
97652812		COOKIES	Class 35

97652825		COOKIES	Class 41

Common law Marks and copyrights and other Licensed Property related to the following strains:

Strain Name[1]
1. Cereal Milk
2. Cheetah Piss
3. Snowman (TC)
4. Snowman
5. Gary Payton
6. Pink Rozay
7. Londonchello
8. Grenadine
9. London Pound Cake 75
10. Gelatti
11. Georgia Pie
12. Gelatto
13. Berry Pie

14.	LPC x KM #10*
15.	Ocean Beach
16.	Sweet Tea
17.	Pancakes
18.	Collin's Ave
19.	Sticky Buns
20.	Honey Bun
21.	White Runtz
22.	Melonatta
23.	Project 4510*
24.	Project 4516*
25.	High Tech 2
26.	The Soap
27.	Christmas Tree
28.	Chill Cake 55
29.	Medellin 111
30.	Medellin 87
31.	LemonCooler 1
32.	Chill Cake 71
33.	Lemonchello 10
34.	L Sherb x LSD 26
35.	Lemonchello 28

36.	TangEray
37.	Cake Mix
38.	Chill Cake 408
39.	Lemon OZ #13
40.	LimexSLP
41.	Lemon Sherb 5
42.	Cake Pounder 1
43.	Lemon Delight 2 x pura vida 75
44.	Lemon Cooler 1 x sls 21
45.	LC x LSD

[1] Additional "Grandiflora" and "Powerz" genetics, among others, to be added from time to time.

End of Schedule A

SCHEDULE B

Permitted Use

The following use of the Cookies Marketing IP shall be the Permitted Use:

Cookies Marketing IP shall only be used in connection with the branding, advertising, and marketing of the licensed cannabis dispensary located at the Retail Location, and the sale of products therefrom, in accordance with applicable law, including the New York State Cannabis Law and the rules, regulations, and guidance promulgated thereunder.

End of Schedule B

SCHEDULE C

Affiliates of as ____________

End of Schedule C

Re: Cookies Group Agreement Not to Sue - 071423 (final)

Final Audit Report 2023-07-14

Created:	2023-07-14
By:	Adam Blaier (ablaier@brownandblaier.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnTX0ldhZ-TtQqQNN8u2xzlOXsCm9PFHM

"Re: Cookies Group Agreement Not to Sue - 071423 (final)" History

Document created by Adam Blaier (ablaier@brownandblaier.com)
2023-07-14 - 2:37:21 PM GMT

Document emailed to Michael Cohen (michael@mjtrim.com) for signature
2023-07-14 - 2:37:57 PM GMT

Document emailed to parker@cookiescalifornia.com for signature
2023-07-14 - 2:37:57 PM GMT

Document emailed to cyang888@gmail.com for signature
2023-07-14 - 2:37:58 PM GMT

Email viewed by Michael Cohen (michael@mjtrim.com)
2023-07-14 - 2:47:24 PM GMT

Document e-signed by Michael Cohen (michael@mjtrim.com)
Signature Date: 2023-07-14 - 2:48:28 PM GMT - Time Source: server

Email viewed by parker@cookiescalifornia.com
2023-07-14 - 3:07:20 PM GMT

Signer parker@cookiescalifornia.com entered name at signing as Parker Berling
2023-07-14 - 3:08:03 PM GMT

Document e-signed by Parker Berling (parker@cookiescalifornia.com)
Signature Date: 2023-07-14 - 3:08:05 PM GMT - Time Source: server

Email viewed by cyang888@gmail.com
2023-07-14 - 7:11:57 PM GMT

Adobe Acrobat Sign

Signer cyang888@gmail.com entered name at signing as Charles Yang

2023-07-14 - 8:40:37 PM GMT

Document e-signed by Charles Yang (cyang888@gmail.com)

Signature Date: 2023-07-14 - 8:40:39 PM GMT - Time Source: server

Agreement completed.

2023-07-14 - 8:40:39 PM GMT