#### AMENDED AND RESTATED

### MARKETING SERVICES, PACKAGING AND SUPPLY AGREEMENT

#### (ADVANCED MANUFACTURING LICENSE AGREEMENT)

This Amended and Restated Marketing Services, Packaging and Supply Agreement (and advanced manufacturing license agreement) (this "Agreement"), is made by and between GDL Inc., a Colorado corporation, ("Supplier") and ISM2 Inc., a Colorado corporation (the "Purchaser") to be effective as of January 1, 2019 (the "Effective Date"). The Supplier and the Purchaser shall be collectively known as the "Parties".

#### **RECITALS**

WHEREAS, the Parties previously entered into that certain Marketing Services, Packaging and Supply Agreement dated August 24, 2017 (the "**Prior Agreement**"), which was subsequently amended by that first amendment thereto.

WHEREAS, the Purchaser is engaged in providing cannabis related services including, but not limited to, growing, cultivating, producing, selling, transporting, or manufacturing of cannabis and the manufacture and sale of cannabis products (individually and collective "**Purchaser Products**") to the recreational and medical cannabis/marijuana industry in Colorado and is a licensed and fully operational facility in compliance with all applicable state and local licensing laws, under the following state issued licenses: 404-00338, 403-01322, 404R-00125, 403R-00686, 404R-00358, and 404-00609 (collectively "**MJ Licenses**").

WHEREAS, Supplier is the exclusive owner of the Licensed Intellectual Property (defined herein).

WHEREAS, Purchaser desires to manufacture, advertise, market, distribute and sell the Purchaser Products currently produced by the Purchaser (and such products that may in the future be produced by the Purchaser as agreed to by the Parties) using the Licensed Know-How (including certain advanced manufacturing techniques and related Know-How of the Supplier) and branding such Purchaser Products with the Licensed Marks (the "Licensed Products") in the Territory (defined below) under the terms and conditions of this Agreement.

WHEREAS, in support of the sale of the Licensed Products, the Supplier produces and manufactures certain packaging products branded with the Licensed Marks ("Supplier Branded Packaging") and other materials and merchandise branded with the Licensed Marks, such as hats and t-shirts ("Supplier Branded Products"). The foregoing activities by the Supplier does not involve the growing, cultivating, producing, selling, transporting, or manufacturing of cannabis by the Supplier.

WHEREAS, the Parties desires to amend and restate the Prior Agreement in its entirety to reflect the license of the Licensed Intellectual Property (including the additional license of certain advanced manufacturing techniques and related Know-How) to the Purchaser and the sale of the Supplier Branded Packaging and Supplier Branded Products.

WHEREAS, terms not otherwise defined herein have those meaning set forth in Exhibit A attached hereto.

NOW THEREFORE in consideration of the mutual promises set forth in this Agreement, the Parties hereby agree to the following terms and conditions of this Agreement:

#### **AGREEMENT**

#### **Section 1 License Terms.**

- (a) <u>License Grant</u>. Subject to the terms and conditions of this Agreement, Supplier hereby grants Purchaser a non-exclusive, revocable license ("License") to use the Licensed Intellectual Property in the Territory, including to:
- (i) use the Licensed Know-How to manufacture, cultivate, grow, make, use, produce, offer to sell, sell, advertise, market, and the distribute Licensed Products;
- (ii) reproduce, publicly perform, transmit, and publicly display the Licensed Marks through all media now known or hereafter developed solely for the purposes of promoting, marketing and advertising the Licensed Products; and
- (iii) offer to sell, sell, advertise, market, and distribute the Cannabis Branded Packaging and Cannabis Branded Products in connection with the Licensed Products.
- (b) <u>Reservation</u>. Supplier hereby reserves all rights not expressly granted to Licensee under this Agreement. Purchaser acknowledges that Supplier owns and will retain all right, title, and interest in and to the Licensed Intellectual Property subject to the License. All use by Purchaser, and all goodwill accruing therefrom, will inure solely to the benefit of Supplier.

#### Section 2 Cannabis Branded Packaging and Cannabis Branded Products; Marketing Support.

- (a) <u>Terms of Sale</u>. Supplier is willing to sell to Purchaser from time to time Cannabis Branded Packaging and Cannabis Branded Products on the terms and conditions set forth herein.
- (b) Order and Acceptance. All orders for Cannabis Branded Packaging and Cannabis Branded Products submitted by Purchaser shall be initiated by a purchase order sent to Seller ("Purchase Order"), in a form agreed to by the Parties. Supplier may, in its sole discretion, accept or reject any order. Supplier may accept any order by confirming the order (whether by written communication, invoice, or otherwise) or by delivering the Cannabis Branded Packaging and Cannabis Branded Products, whichever occurs first. No order shall be binding upon Supplier until a Purchase Order has been accepted by Supplier as provided in this Agreement, and Supplier shall have no liability to Purchaser with respect to orders that are not accepted. Any terms, conditions or information appearing on or accompanying any of Purchaser's Purchase Orders or related correspondence, shall be of no effect unless (i) expressly permitted under this Agreement, or (ii) Purchaser and Supplier expressly agree otherwise in a separate, signed writing.

#### (c) <u>Shipment and Delivery.</u>

- (i) Unless expressly agreed to by the parties, Supplier shall select the method of shipment of, and the carrier for, the Cannabis Branded Packaging and Cannabis Branded Products purchased hereunder. Supplier may, in its sole discretion, without liability or penalty, make partial shipments of Cannabis Branded Packaging to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of a Purchase Order. Any time quoted by Supplier for delivery is an estimate only. Supplier is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery.
- (ii) Purchaser shall inspect the Cannabis Branded Packaging and Cannabis Branded Products within 10 days of receipt ("Inspection Period") of the Cannabis Branded Packaging or Cannabis Branded Products and either accept or, if such Cannabis Branded Packaging or Cannabis Branded Products

are damaged or defective, reject such Cannabis Branded Packaging and Cannabis Branded Products. Purchaser will be deemed to have accepted the Cannabis Branded Packaging and Cannabis Branded Products unless it notifies Supplier in writing of any damaged or defective Cannabis Branded Packaging and Cannabis Branded Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. If Purchaser timely notifies Supplier of any damage or defect, Supplier shall determine, in its sole discretion, whether the Cannabis Branded Packaging and Cannabis Branded Products is damaged or defective. If Supplier determines that the Cannabis Branded Packaging and Cannabis Branded Products is damaged or defective, it shall, in its sole discretion (i) replace such damaged or defective Cannabis Branded Packaging and Cannabis Branded Products, or (ii) refund the price for such Cannabis Branded Packaging and Cannabis Branded Products, together with all shipping and handling expenses incurred by Purchaser in connection therewith. PURCHASER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION ARE PURCHASER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF DAMAGED OR DEFECTIVE CANNABIS BRANDED PACKAGING AND CANNABIS BRANDED PRODUCTS.

- (iii) Title to Cannabis Branded Packaging and Cannabis Branded Products passes to Purchaser upon delivery of such Cannabis Branded Packaging and Cannabis Branded Products to Purchaser at the location specified by Purchaser. Risk of loss to all Cannabis Branded Packaging and Cannabis Branded Products ordered under any Purchase Order passes to Purchaser upon Supplier's tender of such Cannabis Branded Packaging and Cannabis Branded Products to the carrier.
- (d) <u>Modification</u>. Purchaser shall not make any alterations to the Cannabis Branded Packaging and the Cannabis Branded Products or the methods or materials used in connection with the Cannabis Branded Packaging and the Cannabis Branded Products without the prior specific written notification of Supplier (subject to Supplier's sole discretion), except where such alterations are mandated by Colorado state law.
- (e) <u>Marketing Services</u>. During the Term, in support of Purchaser's sale of Licensed Products, the Supplier agrees to: (i) provide such promotional information and material free of charge for use by Purchaser as determined by Supplier; (ii) provide any information and support in the Territory that may be reasonably requested by Purchaser regarding the marketing, advertising, promotion, and sale of Licensed Products; and (iii) allow Purchaser to participate in any marketing, advertising, promotion, and sales programs or events that Supplier may determine to conduct in the Territory, provided that Supplier may alter or eliminate any program at any time (collectively, the "Marketing Services").

#### **Section 3 Price and Payment.**

- (a) <u>License Fee.</u> Purchaser shall pay to Supplier a license fee for each unit of Licensed Products manufactured by Purchaser using the Licensed Know-How (the "License Fees"). The License Fees shall be calculated annually on a calendar year basis. Purchaser shall within 30 days after the end of a calendar year provide to Supplier a detailed report of all Licensed Products manufactured by Purchaser using the Licensed Know-How in the prior calendar year (the "Production Report"). The Supplier shall calculate, and provide a schedule of, the License Fees due based on the Production Report and the Supplier's then applicable license fees, which is determined based on the premium price differential and the cost savings offered to Purchaser by access to and successful implementation and execution of Licensed Know-How. Unless otherwise agreed to by the parties (including by oral agreement), the License Fees shall be due within 60 days after Purchaser's receipt of Supplier's calculation of the License Fees due hereunder.
- (b) <u>Price for Cannabis Branded Packaging and Cannabis Branded Products</u>. In addition to the License Fees, Purchaser agrees to pay Supplier for the Cannabis Branded Packaging and Cannabis Branded Products ordered pursuant to this Agreement at Supplier's then current price in effect on the date of the Purchase Price (the "Packaging and Product Price"). The current Packaging and Product Prices are set

forth in Schedule 3 and are subject to change in the sole discretion of the Supplier. Supplier will use reasonable efforts to provide notice to Purchaser as to change to the Packaging and Price. All prices are exclusive of, and Purchaser is solely responsible for, and shall pay for all (i) shipping, handling, and related insurance costs, and (ii) taxes, with respect to, or measured by, the sale or shipment of the Cannabis Branded Packaging and Cannabis Branded Products. Unless otherwise specified in a Purchase Order, payments for Cannabis Branded Packaging and Cannabis Branded Products purchased hereunder shall be due at the time a Purchase Order is submitted.

**Section 4 Term**. This Agreement will commence on the Effective Date and will continue for an initial period of one (1) year from the Effective Date (the "**Initial Term**"). This Agreement shall automatically renew for subsequent one (1) year periods (each a "**Renewal Term**") unless written notice is provided by either party to the other at least sixty (60) days prior to the expiration date of the Initial Term or the applicable Renewal Term, in which case the Agreement will expire on said expiration date. The Initial Term and any Renewal Term, if applicable, are collectively referred to in this Agreement as the "**Term**".

#### **Section 5 Termination.**

- (a) <u>Termination for Breach</u>. A party may terminate this Agreement and the License granted hereunder if the other party materially breaches this Agreement and such breach is not cured within thirty (30) days after written notice to the breaching party of such breach.
- (b) <u>Supplier Termination</u>. Notwithstanding <u>Section 5(a)</u> above, Supplier may terminate this Agreement and the License granted hereunder if Purchaser: (i) fails to make any payments when due hereunder within ten (10) days after written notice to Purchaser of such failures; or (ii) Purchaser breaches <u>Section 8</u> (Purchaser Representations, Warranties and Obligations) and such breach is not cured within ten (10) days after written notice to Purchaser of such breach.
- (c) Additional Supplier Termination. Supplier may terminate this Agreement and the License granted hereunder immediately upon written notice to Purchaser in the event of one or more of the following causes: (i) any of the MJ Licenses are not timely and fully renewed and/or are subject to cancellation, suspension, inventory destruction or fines for violations or alleged violations of any applicable law or regulation and/or Purchaser fails to maintain its good corporate standing at all times during the Term of this Agreement; (ii) any Purchaser Product is subject to market withdrawal or recall under Colorado law; (iii) the commencement of any bankruptcy or insolvency proceeding by or against Purchaser; (iv) the dissolution or winding up of the Purchaser; or (v) a transfer in whatever form, whether by sale, exchange, merger, gift, assignment, pledge or disposition of: (1) all or substantially all of the operating assets of Purchaser; or (2) a majority of the ownership interest in Purchaser, as measured by vote or value.
- (d) Effect of Termination. Upon termination or expiation of this Agreement, the License will be void and have no effect whatsoever on or after the date of termination, and Purchaser and its assigns, successors, or representatives shall have no right to use the Licensed Intellectual Property in any way, except with the special written consent and under the instructions of Supplier. Regardless of any reason for termination or expiration, termination or expiration of this Agreement shall not relieve Purchaser of its obligations up to the date of termination and shall be without prejudice to any rights or claims which Supplier may otherwise have against Purchaser and its assigns, successors, or representatives. In addition to the foregoing, upon the expiration or termination of this Agreement: (i) Purchaser shall cease all use of the Licensed Marks except as expressly permitted pursuant to Section 5(e); and (ii) Purchaser shall promptly return to Supplier, or at Supplier's option, destroy, all records and copies of any Confidential Information of Supplier; provided, however, other than for a termination pursuant to Section 5(c) Purchaser may continue to use any Confidential Information of Supplier incorporated in the Licensed Products or to the extent necessary to allow Purchaser's continued promotion, advertising, distribution, and sale of Licensed Products in accordance with Section 5(e).

- (e) <u>Sell-Off Period</u>. Upon expiration or termination of this Agreement for any reason other than termination by Licensee pursuant to Section 5(c), Purchaser shall have the right to dispose of all stocks of Licensed Products in its possession as of the date of expiration or termination for a period of 30 days after the date of expiration or termination (the "Sell-Off Period"), in each case, in accordance with the terms and conditions of this Agreement.
- (f) <u>Survival</u>. Notwithstanding any termination of this Agreement, any provisions that by their terms or nature must by necessity remain in force and binding shall survive such termination.

#### Section 6 Brand Manual; Quality; Records.

- (a) <u>Brand Manual</u>. Purchaser acknowledges and is familiar with the high standards and reputation for quality symbolized by the Licensed Marks. Purchaser shall display the Licensed Marks on all Licensed Products and on or in all promotion, and advertising materials in a form and manner in compliance with Suppliers written guidelines set forth in its Trademark Use and Protection Guidelines, as in effect from time to time (the "**Brand Guidelines**").
- (b) <u>Trademark Notices</u>. Purchaser shall comply with all marking requirements under applicable law, and to the extent practicable shall display such legends and notices as may be set forth in the Brand Manual or otherwise specified in writing by Supplier, in each case as necessary to maintain the Licensed Marks under applicable law and provide notice of Supplier's rights therein.
- (c) Improvements. In the event that Purchaser makes or conceives of any improvements to the Licensed Know-How or develops any intellectual property related to the Licensed Intellectual Property, Purchaser shall promptly notify Supplier and provide Supplier with access to the best available information, methods, processes and forms of any and all of the same. No such improvement or other intellectual property may be used without the prior specific written approval of Supplier, which shall be subject to Supplier's sole discretion. Any such improvements or other intellectual property related to the business of Supplier developed by Purchaser, inclusive of all rights therein, shall be contributed or performed by Purchaser as a "work for hire" commissioned by and in favor of Supplier, such that Supplier shall be deemed the "author" and proprietor thereof. In the event that Purchaser obtains any such improvements and other intellectual property from a third party, it shall only do so if the work is performed as a work- for-hire or is otherwise fully transferable to Supplier. Any such improvements and other intellectual property shall be transferred by Purchaser to Supplier, shall be the property of Supplier and shall be protected as part of Supplier's confidential and proprietary information. Purchaser appoints a representative of Supplier, and its assigns as Purchaser's attorney in fact to execute any further documents to effectuate such transfers.
- Marks under this Agreement to maintain the validity of the Licensed Marks and protect the goodwill associated therewith. For the purpose of monitoring Purchaser's compliance with Supplier's quality standards and the other requirements set forth herein, at Supplier's reasonable request and at Purchaser's expense: (i) Purchaser shall permit (or use best efforts to permit) Supplier (or its representative) to inspect Purchaser's facilities, on reasonable notice and during normal business hours and subject to applicable law limiting any inspection, and request samples of any signage, display, advertising, or other promotional materials that include or use the Licensed Intellectual Property; and (ii) Purchaser shall submit to Supplier a representative sample (which such sample shall only be of signage, promotional materials, etc. and shall not include any cannabis product), of any use of the Licensed Marks by Purchaser for Supplier's review and approval. Approval of any use by Purchaser of the Licensed Marks, once given by Supplier, will continue in effect, without need for future approval, so long as Purchaser's use of the Licensed Marks in connection with the Licensed Products continues to be substantially consistent with such previously approved use.

(e) <u>Records</u>. Purchaser shall keep complete and accurate books and records of its sales of Licensed Products as reasonably necessary for the calculation the License Fees. Purchaser shall make such books and records available during normal business hours for inspection and audit by Supplier (or its authorized representative).

## Section 7 Purchaser Representations, Warranties and Obligations.

- (a) Purchaser acknowledges that it has no interest in the Licensed Intellectual Property except as provided in and granted by this Agreement. Purchaser does not and shall not claim ownership in the Licensed Intellectual Property or file any application or registration therefor. Purchaser shall not, by use, registration, or any other means, acquire any right, title, or interest in or to the Licensed Intellectual Property or to any name, logo, trademark, service mark, slogan, or copyrighted work that is similar or related to the Licensed Intellectual Property. Purchaser shall not challenge the validity of the Licensed Intellectual Property, any application to register the Licensed Intellectual Property, or any registration of the Licensed Intellectual Property by Purchaser. Purchaser shall not interfere with the use or registration of the Licensed Intellectual Property by Supplier.
- (b) Purchaser shall not use, and shall not permit or cause another to use, the Licensed Intellectual Property except in the manner and to the extent specifically provided by this Agreement. All uses of the Licensed Intellectual Property by Purchaser and others shall inure to the benefit of Supplier.
- (c) Purchaser represents and warrants that all Purchaser's Products using the Licensed Intellectual Property shall meet the standard and quality expected by Supplier so as to enhance the Licensed Intellectual Property and the associated goodwill.
- (d) Purchaser represents and warrants that Purchaser shall provide, promote and market all Licensed Products in conformity with all applicable laws and regulations, consistent with best business practices, and in such a manner that will reflect positively on the business reputation of Supplier, and on the Licensed Intellectual Property and the associated goodwill.
- (e) Purchaser represents and warrants that Purchaser shall provide, promote and market all of its other products and services in conformity with all applicable laws and best practices, in such a manner that will reflect positively on the business reputation of Supplier, and on the Licensed Intellectual Property and the associated goodwill.
- (f) Purchaser warrants that as of the execution of this Agreement, the MJ Licenses are not subject to cancellation, suspension, inventory destruction or fines for violations or alleged violations of any applicable law or regulation and that, in the event the MJ Licenses become subject to cancellation, suspension, inventory destruction or fines for violations or alleged violations of any applicable law or regulation, Purchaser shall promptly and timely provide immediate notice to Supplier of the such cancellation, suspension, inventory destruction or fines. Further, Purchaser shall promptly and timely provide immediate notice to Supplier of all renewals of the MJ Licenses.
- (g) Purchaser represents and warrants that it is: (1) duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization; (2) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (3) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary company action of the party; and (4) when executed and delivered by such party, this Agreement shall constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

#### Section 8 Supplier Representations, Warranties and Obligations.

- (a) Supplier represents and warrants that upon shipment, the Cannabis Branded Packaging and Cannabis Branded Products will be free from defects in material and workmanship. The sole remedy for breach of this representation and warranty is set forth in Section 2(c)(ii).
- (b) Supplier is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Licensed Intellectual Property in connection with the Licensed Products in the Territory.
- (c) Supplier represents and warrants that it is: (1) duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization; (2) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (3) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary company action of the party; and (4) when executed and delivered by such party, this Agreement shall constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

#### **Section 9 Enforcement.**

- (a) <u>Registration</u>. Supplier has the sole right, in its discretion and at its expense, to file, prosecute, and maintain all applications, registrations, and patents relating to the Licensed Intellectual Property. Purchaser shall provide, at the request of Supplier and at Supplier's expense, all necessary assistance with such filing, maintenance, and prosecution.
- Infringement. Purchaser shall promptly notify Supplier in writing of any actual, infringement, misappropriation, suspected, threatened or other violation or Licensed Intellectual Property by any third party of which it becomes aware. Supplier has the sole right, in its discretion, to (a) bring any action or proceeding with respect to any such infringement; (b) defend any declaratory judgment action concerning any Licensed Intellectual Property; and (c) control the conduct of any such action or proceeding (including any settlement thereof). Purchaser shall provide Supplier with all assistance that Supplier may reasonably request, at Supplier's expense, in connection with any such action or proceeding. Supplier will be entitled to retain any monetary recovery resulting from any such action or proceeding (including any settlement thereof) for its own account.
- Section 10 Limitation of Liability. EXCEPT FOR DAMAGES OR LOSSES ARISING FROM INFRINGEMENT OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUPPLIER'S TOTAL AGGREGATE LIABILITY TO PURCHASER UNDER THIS SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY PURCHASER TO SUPPLIER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS DO NOT APPLY TO ANY LIABILITY FOR DEATH OR PERSONAL INJURY.

Section 11 Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES SET OUT IN THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPLIER EXPRESSLY

DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES. IN THOSE JURISDICTIONS, SUCH INAPPLICABILITY WILL NOT AFFECT THE REMAINDER OF THE PROVISIONS IN THIS AGREEMENT.

#### Section 12 Confidentiality.

- (a) Subject to the exceptions listed below, a party's "Confidential Information" shall be defined as information disclosed by the party to the other party under this Agreement and clearly marked or otherwise clearly designated as "confidential" or information disclosed by one party that is reasonably understood by the other party to be confidential. However, a party's Confidential Information shall not include any information that: (i) is or becomes a part of the public domain through no act or omission of the other party; or (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party by employees or agents without access to the party's Confidential Information.
- (b) Each party agrees, for the term of this Agreement and after its expiration or termination to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the disclosing party to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each party agrees to take reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent certain Confidential Information is required to be disclosed by the receiving party as a matter of law or by order of a court, provided that the receiving party uses reasonable efforts to provide the disclosing party with prior notice of such obligation to disclose and reasonably assists in obtaining a protective order therefore.

#### Section 13 Insurance.

- (a) Required Insurance. Purchaser shall obtain and then continue to maintain adequate insurance at its own expense throughout the remainder of the Term, and for such period as to cover the statute of limitations, to cover any general liability, product liability and advertising injury liability that Purchaser may incur in connection with or as a result of the performance of its obligations under this Agreement. Such insurance coverage levels shall include, at a minimum:
- (i) <u>Commercial General Liability</u>. Purchaser shall carry Commercial General Liability not less than \$1,000,000.00 USD each occurrence and \$2,000,000.00 USD in the aggregate. Coverage shall be written on ISO form CG 00 01 or an equivalent substitution. Waiver of subrogation shall be provided in favor of Supplier. Commercial General Liability insurance shall include additional insured protection in favor of Supplier. Additional insured endorsement shall be provided by ISO form CG 20 26 or an equivalent substitution.
- (ii) <u>Product Liability</u>. Purchaser shall carry Product/Completed Operations Liability limits not less than \$1,000,000.00 USD each occurrence and \$2,000,000.00 USD in the aggregate per ISO Commercial General Liability form CG 00 01 or per ISO Products/Completed Operations Liability Coverage Form CG 00 38 or an equivalent.
- (iii) Workers Compensation. Purchaser shall carry workers compensation and employer's liability insurance in compliance with applicable state laws, with employers' liability limits of not less than the following: Accident \$1,000,000.00 USD each Accident; Disease \$1,000,000.00 each Employee;

Disease \$1,000,000.00 USD Policy Limit.

- (iv) <u>Commercial Automobile</u>. Purchaser shall carry liability limits not less than \$1,000,000.00 USD per accident for owned, non-owned and hired automobiles. Coverage shall be provided on ISO form CA 00 01 or an equivalent substitution.
- (v) <u>Umbrella or Excess Liability Insurance</u>. Purchaser shall carry Umbrella and/or Excess Liability Insurance with limits not less than \$4,000,000.00 USD per occurrence and in the aggregate. The Umbrella or Excess Policy shall not contain an exclusion for contractual liability.
- (b) Additional Insured. Purchaser shall name Supplier as an Additional Insured under the products liability and umbrella policies (Section 13(a)(ii) and Section 13(a)(v), above) and such coverage shall contain a waiver of subrogation. Compliance with this insurance requirement will in no way limit Purchaser's obligations or liabilities under this Agreement. Upon request, Purchaser will provide Supplier with certificates of insurance showing the required coverages and additional insured status. If Purchaser's insurance policy is to be cancelled or changes are to be made by insured or insurer that will affect the coverage required by this Agreement, Purchaser shall provide Supplier with at least ten (10) days prior written notice of such cancellation or change at the addresses set forth on the Notice section of this Agreement.

#### **Section 14 Indemnification.**

- (a) <u>Purchaser Indemnification</u>. Purchaser hereby agrees to indemnify and hold Supplier and its directors, officers, employees and agents from and harmless against any claim, judgment, settlement, liability, loss, expense, or cost of any kind (including, without limitation, reasonable legal, expert witness, and accounting fees) arising out of (i) any breach of a term, condition, representation and/or warranty made by Purchaser hereunder; and (ii) Purchaser's exercise of its rights granted under this Agreement, including any product liability claim or infringement, dilution, or other violation of any intellectual property rights relating to the manufacture, promotion, advertising, distribution or sale of the Licensed Products; in each case, except to the extent any such third-party is based solely on intellectual property infringement arising out of Purchaser's use of the Licensed Intellectual Property in accordance with this Agreement.
- (b) <u>Supplier Indemnification</u>. Supplier hereby agrees to indemnify and hold Purchaser and its directors, officers, employees and agents from and harmless against any settlement approved by Supplier, or liability, loss, expense, or cost of any kind (including, without limitation, reasonable legal, expert witness, and accounting fees) arising out of a claim of infringement that has been reduced to a final, non-appealable judgment with respect to the Licensed Intellectual Property.
- **Section 15 Dispute Resolution**. In case of any dispute arising or related to this Agreement, the parties, by mutual agreement, shall attempt to resolve any dispute informally through mediation. In the event that the parties cannot amicably resolve a dispute or damage claim through mediation, the parties agree to resolve any such dispute or damage claim by arbitration.
- (a) <u>Arbitration</u>. The parties agree, to submit to the American Arbitration Association (AAA) or an arbiter (or arbitration company) that provides services related to the cannabis industry members and providers of goods and services to the cannabis industry (the "**Arbiter**") for final and binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract, or otherwise in any way arising out of or relating to this Agreement, the, or the transactions.
- (b) <u>Governing Rules and Arbitrator Qualifications</u>. The arbitration will be before a single arbitrator governed by the Colorado Uniform Arbitration Act and shall apply the laws of the State of Colorado only. The parties will cooperate with one another in selecting an Arbiter. In the event that the parties

cannot agree in the selection of an arbitrator, each party shall select an arbiter. The two (2) arbiters selected by the parties shall select the Arbiter, which shall be the arbiter for all proceedings contemplated herein. If a party fails to pay the arbitration fees, then the other party may advance the arbitration fees and proceed with the arbitration.

- (c) <u>Enforcement</u>. This arbitration provision and the results of any arbitration may be enforced only by a state district court in and for the state of Colorado.
- (d) The Powers of the Arbitrator. The arbitrator has the power to grant legal and equitable remedies. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the Colorado statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim motion for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Colorado state and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The parties agree that the statute of limitations for the arbitration of claims under this Agreement is three (3) years. The arbitrator has no power to grant punitive damages. The arbitrator shall also have the power to award recovery of all costs, attorney fees, and arbitration fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge.
- (e) <u>No Waiver of Equitable Remedies.</u> The arbitration requirement does not limit the right of any party to obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in this paragraph.
- (f) <u>Payment of Arbitration Costs and Fees.</u> Prior to resolution or a decision by the Arbiter, the parties shall be responsible for splitting the arbitration costs equally. The Arbiter shall award all costs, reasonable attorneys' fees, and expenses of the arbitration proceeding to the substantially prevailing party, as determined by the Arbiter.
- (g) <u>Miscellaneous</u>. To the maximum extent practicable, the Arbiter and the parties shall take all action required to conclude any arbitration proceeding within one hundred eighty (180) days of the filing of the dispute with the Arbiter. The arbitration proceeding and the result are presumed to be confidential except to the extent the Arbiter deems the award or portions of the award should be made in a public document. The parties may disclose the outcome of the arbitration to persons when required under law or protected under privilege or confidentiality. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the or any relationship between the parties and is severable.

**Section 16 Entire Agreement; Amendment.** This is the entire agreement between Purchaser and Supplier regarding the subject matter and may be amended only by a written document signed by the parties or their authorized representatives.

**Section 17 Severability and Independence of Provisions**. If any provision of this Agreement is held invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected.

Section 18 Waiver. No waiver of a right under this Agreement shall be effective unless done in writing. No waiver of any right arising from any breach or failure to perform shall be a waiver of any present or future

rights under this Agreement.

**Section 19 Notice**. Any notice under this Agreement will be effective only if in writing and delivered in person, by facsimile transmission, by overnight courier service, or by registered or certified mail (with receipt requested and postage prepaid) to the respective address noted below or to any other address that the addressee may have previously notified the sender for purposes of this Agreement. A notice will be deemed given and effective: (a) upon delivery, if personally delivered to a party; (b) when sent by email transmission if confirmation is received; (c) one business day after the deposit, if delivered by overnight courier service; or (d) three business days after deposit in the United States mail, if by registered or certified mail.

To Purchaser: ISM2 Inc.

Attn: Alana Malone

7077 Winchester Circle, Unit C Boulder, CO 80301

To Supplier: GDL Inc.

Attn: David Malone

7077 Winchester Circle, Unit C Boulder, CO 80301

Section 20 No Partnership or Joint Venture. This Agreement is not intended to be a partnership, joint venture, agency, or franchise relationship between the parties, and shall not be construed so as to permit Purchaser to bind Supplier to any agreement or to act on behalf of Supplier in any way whatsoever.

**Section 21 Assignment; Binding Effect**. Purchaser may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Supplier. This Agreement will be binding upon and inure to the benefit of each of the parties and their respective assigns or successors.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

## **PURCHASER**

ISM2 INC.

By: David Malone

Name: David Malone Title: Founder & CCO

## **SUPPLIER**

GDL INC

Name: Alana Malone

Title: CEO

#### Exhibit A

#### Definitions

"Know-How" means any and all advanced manufacturing techniques, technical information, trade secrets, formulas, recipes, prototypes, specifications, directions, quality standards, instructions, test protocols, procedures, results, studies, analyses, data, manufacturing data, formulation or production technology, conceptions, ideas, innovations, discoveries, inventions, processes, methods, materials, machines, devices, formulae, equipment, enhancements, modifications, technological developments, techniques, systems, tools, designs, drawings, plans, documentation, programs, and other knowledge, information, skills, and materials.

"Supplier Intellectual Property" means the Supplier Marks and all other Supplier Know-How that is specifically provided by Supplier to Purchaser, pursuant to the terms of this Agreement, to enable the manufacture, promotion, advertising, marketing, distribution, and sale of the Licensed Products, in each case together with all improvements thereto.

"Supplier Know-How" means any and all Know-How that is necessary or useful in the manufacture, promotion, advertising, distribution, and sale of the Licensed Products that is owned or controlled by Purchaser as of the Effective Date or during the Term. Supplier Know-How includes, but is not limited to, certain standard operating procedures of the Supplier as described on Schedule 2 attached hereto.

"Supplier Marks" means those certain Marks owned by the Supplier and set forth on Schedule 1, whether registered or unregistered, including the listed registrations and applications and any registrations which may be granted pursuant to such applications. Additional Marks might be added to Schedule 1 upon mutual adoption by Supplier and Purchaser and the failure of the parties to update Schedule 1 shall not affect such addition.

"Marks" means all trademarks, service marks, brands, logos, trade dress, trade names, and other indicia of source or origin.

"Territory" means the State of Colorado. The Territory is strictly limited to jurisdictions within the State of Colorado where the commercial distribution, sale and use of cannabis products and services is lawful under state law.

## **SCHEDULE 1 SUPPLIER MARKS**



## FEDERALLY REGISTERED TRADEMARKS

Trademarks	Registration/ Application Number	State Registration	Products or Services
GREEN DOT LABS <sup>TM</sup>	87634643	Colorado - 20171501997	business consulting services regarding licensed cannabis businesses; marketing and branding services for licensed cannabis businesses; websites featuring business marketing regarding cannabis and cannabis related products; websites featuring consumer product information relating to cannabis and cannabis related products; product packaging for cannabis flower and cannabis extracts; electronic vaporizer batteries; lighters; enamel pins; hats; shirts; beanies; sweatshirts; and merchandising displays
[Logo] A drop of liquid containing a stylized "G" connected at the top to a stylized "D" above the words "GREEN DOT LABS"	Yes	Colorado	business consulting services regarding licensed cannabis businesses; marketing and branding services for licensed cannabis businesses; websites featuring business marketing regarding cannabis and cannabis related products; websites featuring consumer

	product information
	relating to cannabis and
	cannabis related products;
	product packaging for
	cannabis flower and
	cannabis extracts;
	electronic vaporizer
	batteries; lighters; enamel
	pins; hats; shirts; beanies;
	sweatshirts; and
	merchandising displays

## SCHEDULE 1 - CONTINUED OTHER US TRADEMARKS

Trademarks	Common Law	State Registration	Products or Services
GREEN DOT LABS <sup>TM</sup>	Yes	Colorado - 20171501997	extraction services, namely the extraction of cannabis oil from cannabis flower
[Logo] A drop of liquid containing a stylized "G" connected at the top to a stylized "D", above the words "GREEN DOT LABS"	Yes	Colorado	extraction services, namely the extraction of cannabis oil from cannabis flower; cannabis flower; cannabis extracts; cannabis concentrates
[Logo] A drop of liquid containing a stylized "G" connected at the top to a stylized "D", above the words "GREEN DOT LABS FINE CANNABIS EXTRACTS".	Yes	Colorado – 20171502038 and 20171502067	extraction services, namely the extraction of cannabis oil from cannabis flower; cannabis flower; cannabis extracts; cannabis concentrates
21st Century Hashplants <sup>TM</sup>	Yes	Colorado	extraction services, namely the extraction of cannabis oil from cannabis flower; cannabis flower; cannabis extracts; cannabis concentrates
Live Nectar <sup>TM</sup>	Yes	Colorado – 20171773727	cannabis extracts; cannabis concentrates
Black Label Nectar <sup>TM</sup>	Yes	Colorado – 20171773753	cannabis extracts; cannabis concentrates
Silver Label Nectar <sup>TM</sup>	Yes	Colorado - 20171773782	cannabis extracts;
Green Dot Labs Black Label <sup>TM</sup>	Yes	Colorado	cannabis flower; cannabis extracts; cannabis concentrates
Green Dot Labs Silver Label <sup>TM</sup>	Yes	Colorado	cannabis flower; cannabis extracts; cannabis concentrates
Black Label Live Resin <sup>TM</sup>	Yes	Colorado	cannabis extracts;
Black Label Live Resin Cartridge <sup>TM</sup>	Yes	Colorado	cannabis extracts; cannabis concentrates
Black Label Live Badder <sup>TM</sup>	Yes	Colorado	cannabis extracts;
Black Label Live Rosin <sup>TM</sup>			
Silver Label Live Resin <sup>TM</sup>	Yes	Colorado	cannabis extracts;
Silver Label Live Resin Cartridge <sup>TM</sup>	Yes	Colorado	cannabis extracts; cannabis concentrates
Silver Label Live Badder <sup>TM</sup>	Yes	Colorado	cannabis extracts; cannabis concentrates

100% Pure Live Resin Pod	Yes	Colorado	cannabis extracts;
10070 Tare Live Resmired	103	Colorado	cannabis concentrates
100% Pure Live Resin	Yes	Colorado	cannabis extracts;
Cartridge		00101440	cannabis concentrates
Gobnugget <sup>TM</sup>	Yes	Colorado	cannabis flower;
	103	Colorado	cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
[Logo] The word	Yes	Colorado	cannabis flower;
Gobnugget in a stylized	103	Colorado	cannabis extracts;
font in front of a solid			cannabis concentrates;
background with small			cannabis product
flakes in the foreground			packaging; vaporizer
makes in the foreground			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
On42 <sup>TM</sup>	Yes	Colorado	cannabis flower;
Oli42	103	Colorado	cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
[Logo] A stylized face	Yes	Colorado	cannabis flower;
design with a drop of liquid		00101440	cannabis extracts;
containing a stylized "G"			cannabis concentrates;
connected at the top to a			cannabis product
stylized "D" with the			packaging; vaporizer
words "ON42" in a stylized			batteries; lighters; hats;
font			shirts; beanies;
			sweatshirts;
			merchandising displays
Sex on the Beach TM	Yes	Colorado	cannabis flower;
			cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
[Logo] A sunrise over a	Yes	Colorado	cannabis flower;
landscape with a round			cannabis extracts;
shape containing a stylized			cannabis concentrates;
"G" connected at the top to			cannabis product
a stylized "D" below the			packaging; vaporizer
words with the words "SEX			batteries; lighters; hats;
			shirts; beanies;

ON THE BEACH" in a			sweatshirts;
stylized font			merchandising displays
Reba Jam TM	Yes	Colorado	cannabis flower;
			cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
[Logo] A round mandala	Yes	Colorado	cannabis flower;
design with concentric	168	Colorado	cannabis extracts;
circles containing drops of			cannabis concentrates;
liquid containing a stylized			cannabis product
"G" connected at the top to			•
a stylized "D"; orange			packaging; vaporizer
			batteries; lighters; hats;
slices; apple cores; bottles;			shirts; beanies;
coconut halves; and worms;			sweatshirts;
surrounding a circle			merchandising displays
containing a stylized "G"			
connected to a stylized "D"			
with the words "REBA			
JAM" in a stylized font Peel Your Face TM	X7		1 . 0
Peel Your Face 1111	Yes	Colorado	cannabis flower;
			cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
	V	C 1 1	merchandising displays
[Logo] A drop of liquid	Yes	Colorado	cannabis flower;
containing a stylized "G"			cannabis extracts;
connected at the top to a			cannabis concentrates;
stylized "D" with a citrus			cannabis product
peel wrapped around it with			packaging; vaporizer
the words "PEEL YOUR			batteries; lighters; hats;
FACE" in a stylized font			shirts; beanies;
			sweatshirts;
TT 1 TM			merchandising displays
Halo <sup>TM</sup>	Yes	Colorado	cannabis flower;
			cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
	**		merchandising displays
[Logo] A drop of liquid	Yes	Colorado	cannabis flower;
containing a stylized "G"			cannabis extracts;
connected at the top to a			cannabis concentrates;
stylized "D" with a round			cannabis product
circle above it and the word			packaging; vaporizer

"HALO" in a outlined			batteries; lighters; hats;
stylized font			shirts; beanies;
			sweatshirts;
			merchandising displays
Cherry Fluff <sup>TM</sup>	Yes	Colorado	cannabis flower;
			cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
[Logo] A mounded	Yes	Colorado	cannabis flower;
substance with a drop of			cannabis extracts;
liquid containing a stylized			cannabis concentrates;
"G" connected at the top to			cannabis product
a stylized "D" and three			packaging; vaporizer
cherries in front of it with			batteries; lighters; hats;
the words "CHERRY			shirts; beanies;
FLUFF" in a stylized font			sweatshirts;
			merchandising displays
Coin Style TM	Yes	Colorado	cannabis flower;
			cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
[Logo] A beverage in a	Yes	Colorado	cannabis flower;
glass with ice, a slice of			cannabis extracts;
lime, and salt with a drop of			cannabis concentrates;
liquid containing a stylized			cannabis product
"G" connected at the top to			packaging; vaporizer
a stylized "D" in front of			batteries; lighters; hats;
the glass and with the			shirts; beanies;
words "COIN STYLE" in a			sweatshirts;
stylized font			merchandising displays
Doses n Mimosas TM	Yes	Colorado	cannabis flower;
			cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
[Logo] A dropper with a	Yes	Colorado	cannabis flower;
drop of liquid containing a			cannabis extracts;
stylized "G" connected at			cannabis concentrates;
the top to a stylized "D" at			cannabis product
the tip and a champagne			packaging; vaporizer
flute containing a liquid			batteries; lighters; hats;
with bubbles in it with the			shirts; beanies;

words "DOSES N			sweatshirts;
MIMOSAS" in a stylized			merchandising displays
font			
Garlic Banger TM	Yes	Colorado	cannabis flower;
Surme Bunger	105	Cororado	cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
[Logo] A head of garlic	Yes	Colorado	cannabis flower;
with a stylized "G"	103	Colorado	cannabis extracts;
connected at the top to a			cannabis concentrates;
stylized "D" in the center of			cannabis product
the head and a mushroom			packaging; vaporizer
cloud-shaped explosion			batteries; lighters; hats;
above connected to the top			shirts; beanies;
of the garlic head with the			sweatshirts;
words "GARLIC			merchandising displays
BANGER" in a stylized			merchandising displays
font			
Holy F#@k TM	Yes	Colorado	cannabis flower;
1101) 1 ()11			cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
[LOGO] An outlined drop	Yes	Colorado	cannabis flower;
of liquid containing a			cannabis extracts;
stylized "G" connected at			cannabis concentrates;
the top to a stylized "D" in			cannabis product
front of three angled and			packaging; vaporizer
curved lines behind it			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
[LOGO] A stylized pair of	Yes	Colorado	cannabis flower;
lips with a word bubble			cannabis extracts;
superimposed containing			cannabis concentrates;
the words "HOLY F#CK"			cannabis product
in a stylized font			packaging; vaporizer
			batteries; lighters; hats;
			shirts; beanies;
			sweatshirts;
			merchandising displays
Infinity OG TM	Yes	Colorado	cannabis flower;
,			cannabis extracts;
			cannabis concentrates;
			cannabis product
			packaging; vaporizer
			batteries; lighters; hats;
			Dancines, fighters, flats,

[LOGO] A stylized infinity symbol with the right half forming a stylized "G" with the words "INFINITY OG"	Yes	Colorado	shirts; beanies; sweatshirts; merchandising displays cannabis flower; cannabis extracts; cannabis concentrates; cannabis product packaging; vaporizer batteries; lighters; hats; shirts; beanies; sweatshirts; merchandising displays
Peach Wrecker TM	Yes	Colorado	cannabis flower; cannabis extracts; cannabis concentrates; cannabis product packaging; vaporizer batteries; lighters; hats; shirts; beanies; sweatshirts; merchandising displays
[LOGO] A peach with two leaves and a stylized drop of liquid containing a stylized "G" connected at the top to a stylized "D" with a chain attached above the peach, irregular shapes around the edges of the peach and a cracked background with the words "PEACH WRECKER"	Yes	Colorado	cannabis flower; cannabis extracts; cannabis concentrates; cannabis product packaging; vaporizer batteries; lighters; hats; shirts; beanies; sweatshirts; merchandising displays

# Schedule 2 STANDARD OPERATING PROCEDURES

#### # Description 5.0 Growing Cannabis & Plant Care 5.1 Safety 5.2 Recipes/Formulas 5.3 Scheduling/Perpetual Harvesting 5.4 Propogation 5.5 Transplanting 5.6 Vegetative Growth Phase 5.7 Flowering Growth Phase 5.8 **Pruning** 5.9 Genetic Phenotype Selection and Development 5.10 Harvesting 5.11 **Integrated Pest Management** 6.0 State tracking system 7.0 Facility Maintenance Procedures 7.1 Waste Management 7.2 Commonly used equipment 7.3 Lighting Fixtures 7.4 Filters 7.5 Fans 7.6 Reservoirs 7.7 **IPM** Equipment 7.8 Ducting 7.9 **Electrical System** 8.0 **Emergency Procedures** 9.0 Visitor Sign In Procedures 10.0 **Extraction Machine Operating Manual** 11.1 **Extraction Testing Procedures**

## Schedule 3

## PACKAGING AND PRODUCT PRICE

## 2020 Prices Applied

sell	price
to l	SM2

	to ISIVI2
Johns Byrne WL cart boxes	2.26
Johns Byrne BL Cart boxes	2.58
Johns Byrne 2 pack BL cart boxes	3.08
PAX Pod boxes SILVER	0.19
PAX Pod Boxes WHITE	0.19
5 ml jars Black Greenlane	1.14
SL shatter bags	0.39
WL shatter bags	0.28
BL branded carts	5.00
Generic Carts	2.88
PAX Pods	6.25
BL branded batteries	8.08
Gobnugget Batteries	8.08
Ebottles 9ml (1g) Thick Wall White Jar	0.79
Ebottles 9ml (1g) Thick Wall Black Jar	0.79
Silver Pop Top Tubes	0.19
Matte Black Jar for flower (100ml round	
tops)	0.96
Matte Black lid for flower	0.54
Sleeve Garlic banger	2.00
Sleeve SOTB	2.00
Sleeve Reba Jam	2.00
Sleeve On 42	2.00
Sleeve Coinstyle	2.00
Sleeve Doses and Mimosas	2.00
Sleeve Holy F*&k	2.00
Sleeve Peachwreaker	2.00
Sleeve Halo	2.00
Sleeve Peel Your Face	2.00
Sleeve Infinity OG	2.00
Sleeve Cherry Fluff	2.00
Sleeve Fortissimo	2.00
Sleeve - 2pk Pink	1.44
Sleeve - 2pk Purple	1.44

Sleeve - 2pk Blue	1.44
Sleeve - 2 pk Orange	1.44
Sleeve - 2 pk Green	1.44
Sleeve - 2pk Blue Yellow	1.44
Sleeve - 2pk Purple Blue	1.44
Sleeve - 2pk Orange Yellow	1.44
Sleeve - 2pk Purple Pink	1.44