

June 30, 2023

RE: Jane Dispensary
Reference Letter



July 21, 2023

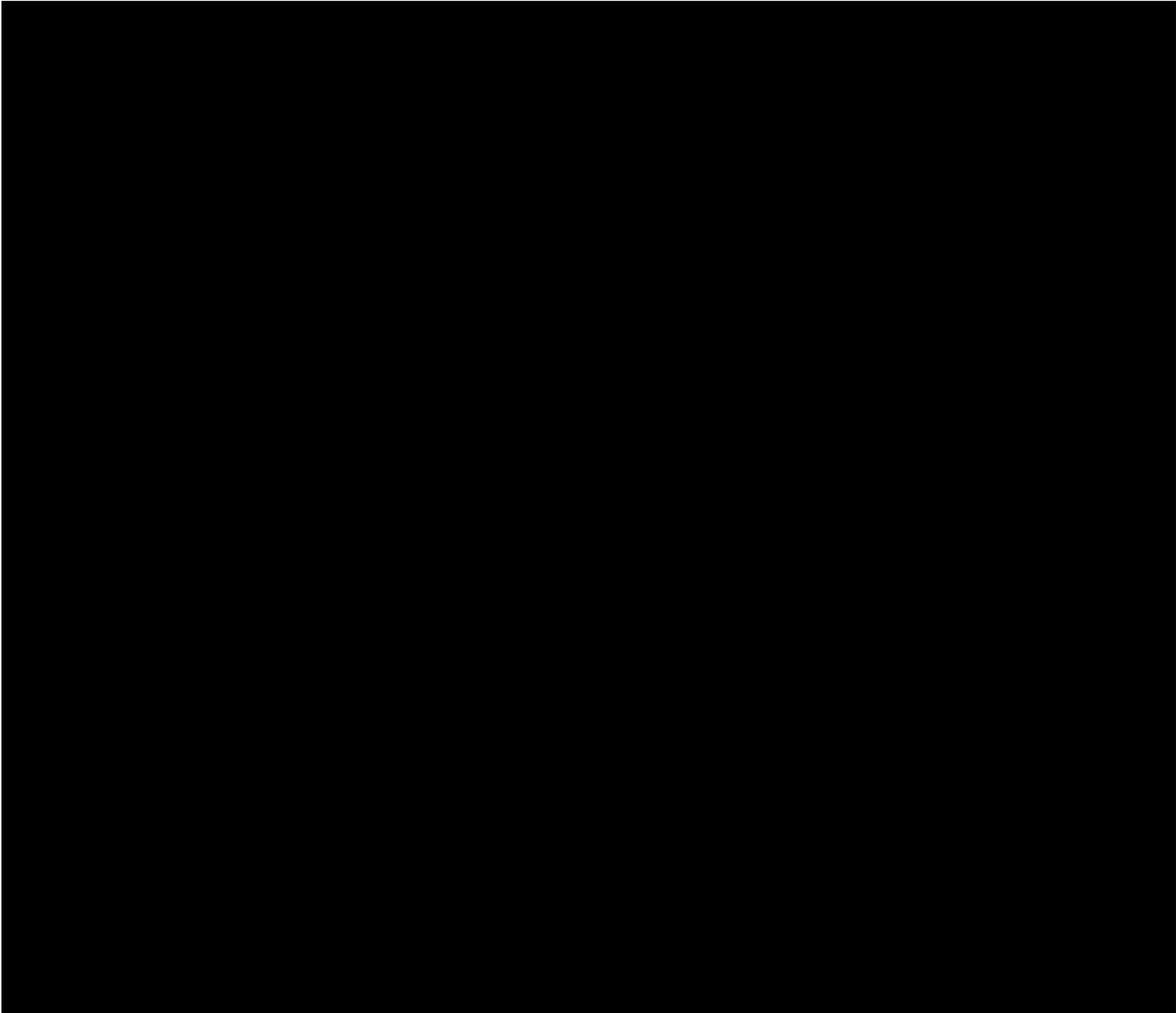
RE: Funding Commitment Letter for JANE Dispensary in Healdsburg





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Corporate Office	500 Bicentennial Way. Santa Rosa. CA 95406 707-568-6000
Bicentennial	500 Bicentennial Way. Santa Rosa. CA 95403 707-568-6100
Healdsburg	1001 Vine Street. Healdsburg. CA 95448 707-433-5959
Montgomery Village	2300 Midway Drive. Santa Rosa. CA 95405 707-568-4975
Petaluma	100 Petaluma Blvd. South. Suite A. Petaluma. CA 94952 707-283-1120
Rohnert Park	10 Raley's Towne Centre. Rohnert Park. CA 94928 707-568-4955





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202357811900



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only
-FILED-
 File No.: 202357811900
 Date Filed: 6/20/2023

BI879-1364 06/20/2023 11:15 AM Received by California Secretary of State

Limited Liability Company Name	
Limited Liability Company Name	JF Healdsburg LLC
Initial Street Address of Principal Office of LLC	
Principal Address	44 D MILL ST HEALDSBURG, CA 95448
Initial Mailing Address of LLC	
Mailing Address	44 D MILL ST HEALDSBURG, CA 95448
Attention	
Agent for Service of Process	
Agent Name	Sarah Hake
Agent Address	376 E GOBBI ST SUITE B UKIAH, CA 95482
Purpose Statement	
The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.	
Management Structure	
The LLC will be managed by	All LLC Member(s)
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Sarah Hake</i>	<i>06/20/2023</i>
Organizer Signature	Date



California Secretary of State

Business Programs Division

1500 11th Street, Sacramento, CA 95814

Request Type: Certified Copies

Entity Name: JF Healdsburg LLC

Formed In: CALIFORNIA

Entity No.: 202357811900

Entity Type: Limited Liability Company - CA

Issuance Date: 07/21/2023

Copies Requested: 1

Receipt No.: 004713403

Certificate No.: 131597528

Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
B1961-5445	07/18/2023	Amendment	1

** **** * End of list ***** ** **

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on July 21, 2023.



SHIRLEY N. WEBER, PH.D.
Secretary of State

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.



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BA20231130097



STATE OF CALIFORNIA
Office of the Secretary of State
AMENDMENT OF ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No.: BA20231130097

Date Filed: 7/18/2023

Limited Liability Company Information	
Limited Liability Company Name	JF Healdsburg LLC
Entity No.	202357811900

Amendment Details

The Limited Liability Company will be managed by	One Manager
Review and Signature Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Signatures <input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Mathew Humphrey</i>	<i>07/18/2023</i>
_____ Manager/Member Signature	_____ Date

Certificate Verification No.: 131597528 Date: 07/21/2023

B1961-5445 07/18/2023 3:22 PM Received by California Secretary of State



California Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Request Type: Certified Copies
Entity Name: JF Healdsburg LLC
Formed In: CALIFORNIA
Entity No.: 202357811900
Entity Type: Limited Liability Company - CA

Issuance Date: 07/21/2023
Copies Requested: 1
Receipt No.: 004742955
Certificate No.: 131649731

Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
B1971-8882	07/21/2023	Statement of Information	2

** **** * End of list ***** ** **

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on July 21, 2023.



SHIRLEY N. WEBER, PH.D.
Secretary of State

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.



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BA20231151611



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20231151611

Date Filed: 7/21/2023

B1971-8882 07/21/2023 12:44 PM Received by California Secretary of State

Entity Details					
Limited Liability Company Name	JF Healdsburg LLC				
Entity No.	202357811900				
Formed In	CALIFORNIA				
Street Address of Principal Office of LLC					
Principal Address	44 D MILL STREET HEALDSBURG, CA 95448				
Mailing Address of LLC					
Mailing Address	44 D MILL STREET HEALDSBURG, CA 95448				
Attention					
Street Address of California Office of LLC					
Street Address of California Office	44 D MILL STREET HEALDSBURG, CA 95448				
Manager(s) or Member(s)					
<table border="1"> <thead> <tr> <th>Manager or Member Name</th> <th>Manager or Member Address</th> </tr> </thead> <tbody> <tr> <td>JRMG Healdsburg LLC</td> <td>44 D MILL ST. HEALDSBURG, CA 95448</td> </tr> </tbody> </table>		Manager or Member Name	Manager or Member Address	JRMG Healdsburg LLC	44 D MILL ST. HEALDSBURG, CA 95448
Manager or Member Name	Manager or Member Address				
JRMG Healdsburg LLC	44 D MILL ST. HEALDSBURG, CA 95448				
Agent for Service of Process					
Agent Name	Sarah Hake				
Agent Address	376 E GOBBI STREET SUITE B UKIAH, CA 95482				
Type of Business					
Type of Business	Retail				
Email Notifications					
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.				
Chief Executive Officer (CEO)					
<table border="1"> <thead> <tr> <th>CEO Name</th> <th>CEO Address</th> </tr> </thead> <tbody> <tr> <td colspan="2">None Entered</td> </tr> </tbody> </table>		CEO Name	CEO Address	None Entered	
CEO Name	CEO Address				
None Entered					
Labor Judgment					
No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.					

Certificate Verification No.: 131649731 Date: 07/21/2023

Electronic Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Stephanie Blair

07/21/2023

Signature

Date

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Sonoma County Clerk's Office
585 Fiscal Dr., Room 103
Santa Rosa, CA 95403

FILED

County of Sonoma
Deva Marie Proto
County Clerk, Recorder, Assessor
202302193
Original
07/26/2023 Exp: 07/26/2028



By: Julianna Garfia, Deputy Clerk

**FICTITIOUS BUSINESS NAME STATEMENT
FILING FEE**

\$55.00 for first business name and first owner on statement
\$ 9.00 for each additional business name filed on same statement and doing business at the same location
\$ 9.00 for each additional owner

THE FOLLOWING PERSON (PERSONS) IS (ARE) DOING BUSINESS AS: (Please Print or Type)

* Fictitious Business Name (please number if more than one business name) JANE DISPENSARY						
** Street address of principal place of business 44D MILL STREET				Mailing Address, if different		
City	State	Zip	County	City	State	Zip
HEALDSBURG	CA	95448	SONOMA			

*****REGISTERED OWNER(S):** (If more than four owners, attach additional sheet showing owner information)

<p>1. Full Name JF HEALDSBURG LLC</p> <p>Residence Address 44D MILL STREET</p> <p>City State Zip HEALDSBURG CA 95448</p> <p>If Corporation or LLC - Print State of Incorporation/Organization CA</p>	<p>2. Full Name</p> <p>Residence Address</p> <p>City State Zip</p> <p>If Corporation or LLC - Print State of Incorporation/Organization</p>
<p>3. Full Name</p> <p>Residence Address</p> <p>City State Zip</p> <p>If Corporation or LLC - Print State of Incorporation/Organization</p>	<p>4. Full Name</p> <p>Residence Address</p> <p>City State Zip</p> <p>If Corporation or LLC - Print State of Incorporation/Organization</p>

*****THIS BUSINESS IS CONDUCTED BY:** (Check one) ¹ requires registration with the CA Secretary of State

- An Individual
 A General Partnership
 A Limited Partnership ¹
 A Limited Liability Company ¹
 An Unincorporated Association other than a Partnership
 A Corporation ¹
 A Trust
 Copartners
 Married Couple
 Joint Venture
 State or Local Registered Domestic Partners
 Limited Liability Partnership

****The registrant commenced to transact business under the fictitious business name or names listed above on N/A
(Insert N/A if you haven't started to transact business)

I declare that all information in this statement is true and correct.

A registrant who declares as true any material matter pursuant to this section that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).

Signature of Registrant

Printed Name and Title JAMIE SHIRA, MANAGER OF JRMG HEALDSBURG LLC, THE MANAGER OF JF HEALDSBURG

(Printed Name and Title of Person Signing - See Instructions for authorized signatories/titles)

This statement was filed with the County Clerk-Recorder of Sonoma County on the date indicated by the filing stamp in the upper right hand corner.

NOTICE: IN ACCORDANCE WITH SUBDIVISION (A) OF SECTION 17920, A FICTITIOUS BUSINESS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK-RECORDER, EXCEPT, AS PROVIDED IN SUBDIVISION (B) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGES IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION.

THE FILING OF THE STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

Deva Marie Proto, Sonoma County Clerk-Recorder

By: _____, Deputy

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OPERATING AGREEMENT

This Operating Agreement (the "**Agreement**") of **JF Healdsburg LLC**, a California limited liability company (the "**Company**"), is entered into as of July 19, 2023 (the "**Effective Date**") by and among the Manager and the Members listed on Schedule I attached hereto. Unless otherwise noted, capitalized terms used in this Agreement have the meanings ascribed herein, as more fully set forth in Article XI.

ARTICLE I Organizational Matters

Section I.01 Name. The name of the Company is JF Healdsburg LLC.

Section I.02 Principal Office. The principal office of the Company is located at 44D Mill Street, Healdsburg, CA 95448, or such other location as may from time to time be determined by the Manager (as defined in Section 11.01). The Manager shall give prompt notice of any such change to each of the Members.

Section I.03 Office and Agent for Service of Process. The office for service of process on the Company and the agent for service of process on the Company in the State of California shall be the office of the initial agent and the initial agent, respectively, named in the Articles of Organization or such other office (which need not be a place of business of the Company) or such other Person or Persons as the Manager may designate from time to time in the manner provided by the Act and Applicable Law.

Section I.04 Purpose; Powers; Operating Agreement.

(a) The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the Act.

(c) This Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations, and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

Section I.05 Term. The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State of the State of California and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement or as provided by law.

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ARTICLE II

Capital Contributions; Capital Accounts

Section II.01 Initial Capital Contributions. Contemporaneously with the execution of this Agreement, each Member has made or commits to make, an initial contribution (the “**Initial Capital Contribution**”), and is deemed to own Membership Interests in the amounts set forth opposite such Member's name on the Members Schedule attached hereto as Schedule I, and incorporated herein. The Manager shall update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement. Member JRMG Healdsburg LLC (“**JRMG**”) will (i) contribute \$100,000, constituting the first part of its Initial Contribution, promptly within five (5) days of full execution of this Agreement, and (ii) will contribute additional funds, constituting the second part of its Initial Contribution, on a mutually agreed upon date. Member Foss Creek Properties LLC (“**FCP**”) will (i) contribute \$100,000, constituting the first part of its Initial Contribution, promptly within five (5) days of full execution of this Agreement, and (ii) will contribute additional funds, constituting the second part of its Initial Contribution, on a mutually agreed upon date.

Section II.02 Additional Capital Contribution. If Manager determines that additional capital contributions from the Members are needed (the “**Additional Capital Contributions**”), the Manager shall deliver to the Members a written notice of the Company's need for Additional Capital Contributions (“**Additional Capital Contribution Notice**”), which notice shall specify in reasonable detail (i) the purpose for such Additional Capital Contributions, (ii) the aggregate amount of such Additional Capital Contributions, (iii) each Member's share of such aggregate amount of Additional Capital Contributions based upon such Member's Membership Interest, and (iv) the date on which the Manager desires to have such Additional Capital Contributions which shall be no earlier than fifteen (15) days from the date of the Additional Capital Contribution Notice and no later than thirty (30) days from the date of said notice. Within five (5) days after receipt of the Additional Capital Contribution Notice, the Members will provide the Manager notice of their approval or disapproval of the request. If the Members disagree, they agree to attempt to negotiate in accordance with Section 12.03 of this Agreement. If the Members unanimously consent to the Additional Capital Contribution Notice, the Members shall make Additional Capital Contributions in cash on or before the deadline stated in said notice. The funds shall be used by the Company in a manner consistent with the Additional Capital Contribution Notice. The Additional Capital Contributions together with the Initial Capital Contributions shall be deemed “**Capital Contributions**”).

Section II.03 Non-Contributing Members.

(a) If any Member shall fail to timely make, or notifies the other Member that it shall not make, all or any portion of any Capital Contribution, including the Initial Capital Contribution and any Additional Capital Contributions, which such Member is obligated to make under Sections 2.01 and 2.02, then such Member shall be deemed to be a “**Non-Contributing Member**.”

(b) If the Non-Contributing Member fails to make all or any portion of its Initial Capital Contribution when due, and provided the non-defaulting Member (the

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“**Contributing Member**”) has contributed to the Company its respective Initial Capital Contribution, the Contributing Member shall receive Membership Interests proportionally equal to the value of its Initial Capital Contribution against the total value intended to be contributed by both Members, thereby diluting the Non-Contributing Member's Membership Interest (e.g., for avoidance of doubt, if one Member makes its full Initial Capital Contribution and the other Member makes only half of its Initial Capital Contribution, the Contributing Member shall thereafter hold seventy-five percent (75%) of the Membership Interest and the Non-Contributing Member shall hold twenty-five percent (25%) of the Membership Interest).

(c) If a Non-Contributing Member fails to make all or any portion of its Additional Capital Contribution, the Contributing Member shall be entitled, but not obligated, to loan to the Non-Contributing Member, by contributing to the Company on its behalf, all or any part of the amount that the Non-Contributing Member failed to contribute to the Company (each such loan, a “**Default Loan**”), provided, that in order to be able to make the Default Loan the Contributing Member must have already contributed to the Company its full pro-rata share of the applicable Additional Capital Contribution. The Non-Contributing Member agrees to use the proceeds from such Default Loan as an Additional Capital Contribution by the Non-Contributing Member, and for avoidance of doubt, the Contributing Member may transfer the Default Loan amount directly to the Company in lieu of transferring funds to the Non-Contributing Member for it to then contribute to the Company. Each Default Loan shall bear interest (compounded monthly on the first day of each calendar month) on the unpaid principal amount thereof from time to time remaining from the date advanced until repaid, at the greater of (i) 10% per annum or (ii) the maximum rate permitted at law.

(i) The Default Loan will be secured by the Non-Contributing Member's Membership Interest, and until the Default Loan is paid off in full the Non-Contributing Member may not Transfer its Interests in the Company without the prior written consent of the Contributing Member.

(ii) The Default Loan shall be repaid out of the distributions that would otherwise be made to the Non-Contributing Member under Article VI or Article X. Any amount that otherwise would be paid or distributed to the Non-Contributing Member shall not be paid to the Non-Contributing Member but shall be deemed paid and applied on behalf of such Non-Contributing Member (i) first, to accrued and unpaid interest on all Default Loans (in the order of their original maturity date), (ii) second to the principal amount of such Default Loans (in the order of their original maturity date) and (iii) third, to any Additional Capital Contribution of such Non-Contributing Member that has not been paid and is not deemed to have been paid. So long as a Default Loan is outstanding, the Non-Contributing Member shall have the right to repay the Default Loan (together with interest then due and owing) in whole or in part. Upon the repayment in full of all Default Loans made in respect of a Non-Contributing Member (and so long as the Non-Contributing

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Member is not otherwise a Non-Contributing Member), such Non-Contributing Member shall cease to be deemed a Non-Contributing Member.

(iii) The term of a Default Loan shall be for six (6) months. If at the end of the six-month term the Default Loan is not paid off in full, the Contributing Member will have the right to either continue the Default Loan on a month-to-month basis, or it may convert the outstanding balance on the Default Loan into equity by taking ownership of some or all of the Membership Interests in the Company held by the Non-Contributing Member which acted as security for the Default Loan. This conversion shall be based on the following formula: **DLB ÷ X = Converted Interest**.

(A) Where **DLB** (default loan balance) = all unpaid principal and interest, **X** = The value of the Company, and **Converted Interest** = the percentage of Membership Interest being deducted from the Non-Contributing Member and added to the Membership Interest of the Contributing Member.

(B) In calculating “X” in the above formula, the value of the Company shall be the *lesser* of the following: i) total actual Capital Contributions made by all Members to the Company, or ii) annualized revenue of the Company multiplied by 0.75, then subtracting all debt owed by the Company. For example, if the Company had Capital Contributions totaling \$1,000,000, and the Company is running at an annualized revenue of \$1,000,000, “X” for the value of the Company in the formula would be \$750,000, as the annualized revenue multiplied by 0.75 would be the lesser of the two amounts.

(C) The Contributing Member may elect to make the conversion described in this Section 2.03(c)(iii) at the end of the initial six-month term of the Default Loan, and if the Default Loan is continued on a month-to-month basis, at the end of every month.

Section II.04 Capital Accounts; No Withdrawals.

(a) The Company shall establish and maintain for each Member a separate capital account (each, a “**Capital Account**”) on its books and records in accordance with the provisions of Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b)(2)(iv). Each Capital Account shall be (i) credited by such Member's Capital Contributions to the Company and any profits allocated to such Member in accordance with Section 5.01 and (ii) debited by any distributions to such Member pursuant to Section 6.01(a) and any losses allocated to such Member in accordance with Section 5.01. For purposes of maintaining the Members' Capital Accounts, profits and losses shall be determined in accordance with Treasury Regulation Section 1.704-1(b). The Capital

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Accounts shall be adjusted by the Manager upon the occurrence of an event described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) in the manner described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) and (g) if the Manager determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members. In the event of a Transfer of any Membership Interest in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the transferred Membership Interest.

(b) No Member shall be entitled to withdraw any part of his, her or its Capital Account or to receive any distribution from the Company, and no Member has the right to demand or to receive the return of all or any part of his, her or its Capital Contribution or other capital in the Company, except as otherwise provided in this Agreement.

(c) If any Member shall have a deficit balance in his, her or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

ARTICLE III Members

Section III.01 Members.

The name, business, residence, or mailing address, email address, and facsimile number, if any, Capital Contributions, and Membership Interests of each Member are set out in the Members Schedule. The Manager shall update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section III.02 Admission of Additional Members.

(a) Additional Members may be admitted from time-to-time following compliance with the provisions of Section 3.02(b) and in connection with (i) the issuance of Membership Interests by the Company, subject to compliance with the provisions of Section 4.02 or (ii) a Transfer of Membership Interests, subject to compliance with the provisions of ARTICLE VII and in any case, as compliant with applicable law.

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or a Transfer (including a Permitted Transfer) of Membership Interests or otherwise, such Person shall have delivered to the Company an executed written undertaking substantially in the form of the Joinder Agreement attached hereto as Exhibit A (a "**Joinder Agreement**") and if such Person is a natural person who has a Spouse, an executed written undertaking substantially in the form of the Spousal Consent attached hereto as Exhibit B (a "**Spousal Consent**"). Upon the amendment of the Members Schedule by the Manager and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for

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the issuance of the applicable Membership Interests, such Person shall be admitted as a Member, shall be a party hereto, shall be deemed listed as such on the books and records of the Company, and, in the case of an issuance, thereupon shall be issued his, her or its Membership Interests. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with this Section 3.02(b) and update the Members Schedule reflecting membership.

Section III.03

(a) As soon as any Member ceases to hold any Membership Interests, such Person shall no longer be a Member. Any Member who dissociates will continue to be liable for each debt, obligation, or other liability owed, as of the date of dissociation, to the Company or the other Members. Additionally, any Member who wrongfully dissociates shall be liable to the Company and the other Members for damages caused by the dissociation. A Member who dissociates must divest his, her or its entire Membership Interest before the effective date of dissociation in accordance with this Agreement and Applicable Law.

(b) In the event of the death of a Member, the Company and its business shall be continued by the remaining Member or Members, subject to Sections 7.02 and Section 10.01(c).

Section III.04 Investment Representations; Certification.

(a) Each Member represents and warrants to the Company and to each of the other Members that he, she or it (i) has acquired interest in the Company for investment, solely for his, her or its own account, with the intention of holding such interest for investment, and without any intention of participating directly or indirectly in any redistribution or resale of any portion of such interest in violation of the Securities Act or any applicable state securities law and (ii) have a pre-existing personal or business relationship with the Manager, are “accredited investors” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, and/or have the experience and sophistication necessary to understand the risk involved and associated with investing in the Company and they have the capacity to protect their own interest in connection with their investment and involvement with the Company and the business of the Company.

(b) Each Member acknowledges that he, she or it is aware that his, her or its interest in the Company has not been registered under the Securities Act in reliance upon the exemptions contained in such Securities Act and that his, her or its interest in the Company has not been registered under the state securities law of any state in reliance upon the exemptions contained in such state securities law. Each Member further understands and acknowledges that his, her or its representations and warranties contained in this Section are being relied upon by the Company and by the Members as the basis for exemption of the issuance of the Member’s interest in the Company from registration requirements of the Act and all applicable state securities laws. Each Member further acknowledges that the Company will not and has no obligation to register his, her or its interest in the Company under the Securities Act or any state securities law and does hereby

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agree that the Company has no obligation to recognize any sale, transfer, or assignment of his interest in the Company to any person unless the provisions of Section 7 hereof have been fully satisfied and the sale, transfer, or assignment is otherwise permitted hereunder.

(c) Each of the Members does hereby acknowledge that prior to his, her or its execution of this Agreement, he, she or it received a copy of this Agreement and that he, she or it has examined this document or caused this document to be examined by his, her or its representative or attorney. Each Member further acknowledges that he, she or it or his, her or its representative or attorney is familiar with this Agreement, and with the business and affairs of the Company, and that except as otherwise specifically provided in this Agreement, he, she or it does not desire any further information or data relating to the Company or to the other Members. Each Member acknowledges that he, she or it understands that the acquisition of his interest in the Company is a speculative investment involving a high degree of risk and does hereby represent that he, she or it has a net worth sufficient to bear the risk of his, her or its investment, and obligations assumed under, in the Company and to justify his, her or its investing and participating in a highly speculative venture of this type.

(d) The Manager may, but shall not be required to, issue certificates to each Member evidencing the Membership Interests held by such Member.

(e) If the Manager shall issue certificates representing Membership Interests in accordance with Section 3.04(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, ENCUMBRANCE, HYPOTHECATION, OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, GIFTED, PLEDGED, ENCUMBERED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

Section III.05 Meetings.

(a) There is no requirement or obligation by the Company, Members or Manager to call or hold any meetings. However, meetings of the Members may be called by (i) the Manager or (ii) a Member or group of Members holding more than 49% of the Membership Interests.

(b) Written notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the general nature of the business to be conducted at the meeting, shall be delivered not fewer than 3 days and not more than 60 days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be. The business to be conducted at such meeting shall be limited to the business described in the notice. The Members may hold meetings at the Company's principal office or at such other place, within or outside the State of California, as the Manager or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members (i) using conference telephone or electronic video screen communication, if all Persons participating in the meeting can talk to and hear each other or (ii) by Electronic Transmission by or to the Company if the Company (A) implements reasonable measures to provide Members, in person or by proxy, a reasonable opportunity to participate and vote, including an opportunity to read or hear the meeting's proceedings substantially concurrently with the proceedings and (B) maintains a record of votes or other action taken by the Members. Participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by the Members, a Member may vote in person or by proxy, and such proxy may be granted in writing signed by such Member, using Electronic Transmission authorized by such Member or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(e) Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding a majority of the Membership Interests. Subject to Section 3.06, no action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) Subject to Section 3.06, Section 4.02, Section 9.01(a), Section 12.09, and any other provision of this Agreement or the Act requiring the vote, consent, or approval of a different percentage of the Membership Interests, no action may be taken by the

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Members at any meeting at which a quorum is present without the affirmative vote of the Members holding a majority of the Membership Interests.

Section III.06 Action Without Meeting.

(a) Notwithstanding the provisions of Section 3.05, any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, without prior notice and without a vote if a written consent is signed and delivered (including by Electronic Transmission) to the Company within 60 days of the record date for that action (or other number of days so long as permitted by applicable law) by a Member or the Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which each Member entitled to vote on the action is present and votes/all Members entitled to vote on the matter. A record shall be maintained by the Manager of each such action taken by written consent of a Member or the Members.

(b) Unless the consents of all Members entitled to vote have been solicited in writing, (i) the Manager shall give notice of any amendment to the Articles of Organization or this Agreement, a dissolution, or a merger of the Company approved by the Members without a meeting by less than unanimous written consent, at least 5 days before the consummation of such action, and (ii) the Manager shall give prompt notice of the taking of any other action approved by Members without a meeting by less than unanimous written consent, to those Members entitled to vote who have not consented in writing.

ARTICLE IV Management

Section IV.01 Management of the Company. The Company shall be manager-managed by the Manager. For the purposes of this agreement any reference to “**Manager**” hereunder shall mean JRMG Healdsburg LLC. Subject to Sections 4.01 and 4.02 and except as otherwise provided by the Act, this Agreement, or other written agreement between the Members, the Manager shall have full and complete discretion to manage and control the business, property, activities, and affairs of the Company, to make all decisions affecting the business, property, activities, and affairs of the Company, and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a duly adopted resolution expressly authorizing such action.

(a) **Delegation of Management Role.** Notwithstanding anything to the contrary, and for so long as JRMG is a Member, the Members agree that JRMG may delegate some or a portion of its management responsibilities to JANE Branding, Inc., an Affiliate of JRMG, including but not limited to the exclusive management authority to: (i) manage the day-to-day operations of the Company’s business, (ii) manage the accounting and bookkeeping, (iii) oversee all employment matters including the hiring and termination

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of employees, and (iv) negotiate, enter into agreements and manage any and all distributor relationship arrangements. Upon such election by JRMG to make such a delegation, the Company shall enter into a contract with JANE Branding, Inc. to provide such management services and branding services to the Company. JRMG may decide to delegate its management responsibilities to any other Affiliate of JRMG with the prior written approval of the Members, which shall not be unreasonably withheld or delayed. The Members may agree to have JRMG or its Affiliate use a title in connection with its management role, provided that it is understood that the Members' consent or approval is not necessary in connection with JRMG or Affiliate carrying out any of the management roles set forth above.

Section IV.02 Approval of Members. Without the written approval of the holders of a majority of the Membership Interests, the Company shall not, and shall not enter into any commitment to:

- (a) do any act in contravention of this Agreement, or any amendment hereto;
- (b) do any act which would make it impossible to carry on the ordinary business of the Company; or
- (c) confess a judgment against the Company.
- (d) sell, exchange, transfer, or convey all or substantially all of the assets of the Company;
- (e) make a capital call or admit a new Member;
- (f) make loans of Company funds to any person, firm, or entity other than for Company purposes;
- (g) encumber assets of the Company as security for, or otherwise guarantee the repayment of, indebtedness of persons, firms, or entities other than the Company or except for Company purposes;
- (h) merge or convert the Company into another entity; or
- (i) dissolve the Company, except as provided under the Act.

Section IV.03 Officers. The Manager, with the consent of a majority of Members, may appoint one or more individuals as officers of the Company (the "**Officers**") as the parties deem necessary or desirable to carry on the business of the Company and may delegate to such Officers such power and authority as the Manager deems advisable. An Officer is not required to be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his or her successor is designated by the Manager or until his or her earlier death, resignation, or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager at any time, with or without cause. A

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vacancy in any office occurring because of death, resignation, removal, or otherwise may, but need not, be filled by the Manager.

Section IV.04 Removal of Manager. Any Manager may be removed or replaced at any time, with or without cause, by the holders of 75% of the Membership Interests (with the Manager at issue permitted to vote on the matter if such Manager is also a Member). Any Manager may resign at any time by delivering a written resignation to the Company, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Any vacancy in management shall be filled by the affirmative vote of the holders of 75% of the Membership Interests held by Members (including any preceding Manager if the same is a Member). The removal or resignation of the Manager shall not affect the Manager's rights as a Member and shall not constitute a dissociation of such Member. This provision applies to JRMG to the extent it is acting as a manager pursuant to Section 4.01(a) above. In addition a Manager may be removed by affirmative vote of holders of 50% of the Membership Interest provided that the Manager, or any of its Members, is convicted or otherwise determined by any final judgement or final order made or given by any court of competent jurisdiction to be engaged in any fraud, embezzlement or gross negligence that the Member(s) voting to remove the Manager reasonably believe is detrimental to the Company or Members.

Section IV.05 Reimbursement of Manager.

(a) The Company will reimburse the Manager and/or is Affiliate providing management services for the actual costs of goods, materials, and services, including attorneys' and accounting fees, costs paid to any third-party providers of service, used for or by the Company. Provided that approval of Members holding 51% or more Membership Interest is obtained, the Company will also reimburse the Manager and/or is Affiliate for a reasonable allocation of its general overhead and administrative expenses, labeled as a Management Fee or Licensing Fee. These fees will be for items such as salaried officer reimbursement, marketing support, HR support, website design and support, and other actual costs associated with and utilized by the Company in its operations. For avoidance of doubt such approval not required for the items identified in the first sentence of this paragraph.

(b) Section 4.05(a), in regards to Management Fee or Licensing Fee, will require 51% of Members to approve, but approval shall not be unreasonably withheld. Manager and/or is Affiliate may be required to show records of such costs, but a monthly management reimbursement will be agreed upon annually. Estimates for first year of management reimbursement to not exceed \$5,000 per month during construction and planning. Estimates for management reimbursement during first year of operations to be \$10,000 per month. These are not the final numbers but just an estimate. No costs shall be deemed compensation to the Members unless agreed upon by JRMG and FCP. The parties intend for the Members to only receive distributions of profits in accordance with Article VI or Article X.

Section IV.06 FCP Operating Rights. Members and Manager agree that FCP will be entitled to: (i) fill 10% of the shelf space at the Healdsburg dispensary location with FCP product

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or product FCP selects from other sources, (ii) conduct up to two (2) large promotion events annually, (iii) conduct up to one (1) in-store promotion event monthly, and (iv) participate in sales training for the Healdsburg dispensary staff to teach them how to best represent FCP products and other brands. Furthermore, JRMG hereby grants FCP a right of first refusal to participate in any new dispensary JRMG opens within 10 miles of the Healdsburg dispensary location.

Section IV.07 Other Activities and Agreements with Related Parties.

(a) The Manager and each Member, in their individual capacities or otherwise, are free to engage in, to conduct, or to participate in any business or activity whatsoever, including, without limitation, the acquisition, development, management, and exploitation of real property, without any accountability, liability, or obligation whatsoever to the Company or to any Member, even if such business or activity competes with or is enhanced by the business of the Company. Neither Manager nor any Member is obligated to present any investment opportunity or any prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. Further, the Manager, in the exercise of his, her or its power and authority under this Agreement, may contract and otherwise deal with or otherwise obligate the Company to entities in which any one or more of the Members may have an ownership or other financial interest so long as the transaction is arm's-length and the terms are, on an overall basis, fair and reasonable to the Company and are reasonably consistent with the market conditions.

(b) Without limiting the generality of the foregoing, the Company may, but is not obligated to, enter into agreements, including management contracts, with Affiliates of the Manager or a Member. Said contracts may provide for payment of all direct and indirect costs, including, without limitation, rental equipment, supervision, contract work with third parties, contractors, and subcontractors, labor, materials, day-to-day operations, accountings, fire and liability insurance, and any other reasonable expenses.

ARTICLE V Allocations

Section V.01 Allocation of Profits and Losses.

(a) The Company's profits and losses for each Fiscal Year will be allocated among the Members pro rata in accordance with their Membership Interests.

(b) Notwithstanding any other provision of this Agreement, "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(i)), if any, of the Company shall be allocated for each Fiscal Year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i) and "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated to and among the Members in accordance with their Membership Interests.

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(c) This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback," and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code.

(d) All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members for federal, state, and local income tax purposes consistent with the manner that the corresponding items are allocated among the Members pursuant to this Section 5.01, except as may otherwise be provided herein or under the Code.

ARTICLE VI Distributions

Section VI.01 Distributions.

(a) Distributions of available cash, as reasonably determined by the Company's accountant, shall be made to the Members at the times (but no less than monthly unless agreed to by all Members) and in the aggregate amounts determined by the Manager. Such distributions shall be paid to the Members pro rata in accordance with their respective Membership Interests.

(b) If a Member has (i) an unpaid Additional Capital Contribution that is overdue and/or (ii) an outstanding Default Loan due to another Member, any amount that otherwise would be distributed to such Member pursuant to Section 6.01(a) or Article XII (up to the amount of such Additional Capital Contribution or outstanding Default Loan, together with interest accrued thereon) shall not be paid to such Member but shall be deemed distributed to such Member to reduce or eliminate the Default Loan and applied on behalf of such Member pursuant to Section 2.03.

(c) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate Section 17704.05 of the Act or other Applicable Law.

ARTICLE VII Transfers

Section VII.01 General Restrictions on Transfer.

(a) Right of First Refusal. If a Member desires to transfer, convey or otherwise sell any or all of the Member's Membership Interest in the Company to a third party, the Member shall give written notice to the other Members at least 30 days in advance of the proposed sale or transfer, indicating the terms of the proposed transaction and identity of the proposed offeror/transferee. The Company and the other Members shall have the option to purchase the Membership Interest proposed to be transferred on the terms set forth in the notice. For 30 days after the notice is given, the other Members shall have the right to purchase the Membership Interest offered. If the other Members do not exercise

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the right to purchase all of the Membership Interest, then, with respect to any portion not purchased, that right shall be given to the Company for an additional 30-day period. If the Company and other Members do not exercise their rights to purchase all of the Membership Interest, the offering Member may, within 90 days from the date that the Company and other Members decide not to purchase, sell to the offeror named in the notice, provided, however, that any such transfer is expressly contingent on approval from the applicable licensing agencies.

(b) Except as otherwise set forth in this Agreement, no Member shall Transfer all or any portion of his, her or its Membership Interest in the Company, except with the written consent of the Manager and Members holding 51% or more the Membership Interest. Any approval may be denied for any reasonable basis including, but not limited to, concerns that the proposed transfer or transferee may jeopardize the existing licenses the Company may have and/or they may make approval of the transfer contingent on approval from the applicable licensing agencies.

(c) Notwithstanding any other provision of this Agreement, each Member agrees that it will not Transfer all or any portion of his, her, or its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests (and only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act if required by the Company);

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii) including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

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(d) Any Transfer or attempted Transfer of any Membership Interest (in full or in part) in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(e) Except as provided in Section 10.01(c), no Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 3.02(b) hereof.

(f) Except as provided in Section 9.01(d), for the avoidance of doubt, any completed Transfer of a Membership Interest permitted or authorized by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section VII.02 Permitted Transfers. For avoidance of doubt, the provisions of Section 7.01(a) shall not apply to any Transfer by any Member of all or any portion of its Membership Interest by will or by the laws of intestate succession, to such Member's executors, administrators, testamentary trustees, legatees, or beneficiaries. Section 7.01(a) shall also not apply to any such types of permitted transfers occurring within the Member entities.

Section VII.03 No Transfer Within Member Entities. The Members agree that they will not transfer any membership interest in their respective entities to any third parties without the express written consent of the other Members.

ARTICLE VIII Exculpation and Indemnification

Section VIII.01 No Personal Liability: Members; Manager.

(a) Except as otherwise provided by the Act, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, solely by reason of being or acting as a Member.

(b) Except as otherwise provided by the Act, by Applicable Law, or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, solely by reason of being or acting as a Manager.

(c) Except as otherwise provided by the Act, by Applicable Law, or expressly in this Agreement, no Member will be liable to any other Member with respect to any action taken or by any omission made by such Member in good faith within the scope of the

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authority delegated to such Member by this Agreement or the Act, except that each Member will be liable to the other Member for its own material default under this Agreement, fraud, gross negligence and/or willful misconduct.

Section VIII.02 Indemnification.

(a) To the fullest extent permitted under the Act (after waiving all Act restrictions on indemnification, other than those which cannot be eliminated thereunder), as the same now exists or may hereafter be amended, substituted, or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the Act permitted the Company to provide before such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member, the Manager, or any of their respective direct or indirect subsidiaries in connection with the business of the Company; or

(ii) such Covered Person being or acting in connection with the business of the Company as a member, shareholder, partner, Affiliate, manager, director, officer, employee, agent, or representative of the Company, any Member, the Manager, or any of their respective Affiliates, or such Covered Person serving or having served at the request of the Company as a member, manager, director, officer, employee, agent, or representative of any Person including the Company;

provided, that such Loss did not arise from (A) the Covered Person's conduct involving bad faith, willful or intentional misconduct, or a knowing violation of law, (B) a transaction from which such Covered Person derived an improper personal benefit, (C) a circumstance under which the liability provisions for improper distributions of Section 17704.06 of the Act are applicable, or (D) a breach of such Covered Person's duties or obligations under Section 17704.09 of the Act (taking into account any restriction, expansion, or elimination of such duties and obligations provided for in this Agreement).

(b) The Company shall promptly reimburse (or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.02; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.02, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

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(c) The provisions of this ARTICLE VIII shall survive the dissolution, liquidation, winding up, and termination of the Company.

(d) "**Covered Person**" means (i) each Member; (ii) each Manager, Officer, employee, agent, or representative of the Company; and (iii) each officer, director, shareholder, partner, manager, member, Affiliate, employee, agent, or representative of each Member, and each of their respective Affiliates.

ARTICLE IX

Accounting and Tax Matters

Section IX.01 Inspection Rights. Upon reasonable notice from a Member, the Company shall afford the Member and its respective representatives access during normal business hours to the corporate, financial, and similar records, reports, and documents of the Company as required under the Act, and shall permit the Member and its respective representatives to examine such documents and make copies thereof as required under the Act, in each case to the extent such information is for a purpose reasonably related to the Member's interest as a Member.

Section IX.02 Income Tax Status. It is the intent of the Company and the Members that the Company shall be treated as a partnership for federal, state, and local income tax purposes. Neither the Company, the Manager, nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section IX.03 Tax Returns.

(a) At the expense of the Company, the Manager will cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Manager will deliver to each Member, Company information necessary for the preparation of such Member's federal, state, and local income tax returns for such Fiscal Year.

(b) Each Member agrees that such Member shall not treat any Company item on such Member's federal, state, foreign, or other income tax return inconsistently with the treatment of the item on the Company's return.

ARTICLE X

Dissolution and Liquidation

Section X.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) An election to dissolve the Company made by Manager and Members holding the required interest pursuant to the Act;

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(b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company;

(c) The passage of 90 consecutive days during which the Company has no Members; provided that upon the death of a natural person who is the sole Member of the Company, the status of the Member, including a Membership Interest, may pass to one or more heirs, successors, and assigns of the Member by will or applicable law as set forth herein. An heir, successor, or assign of the Member's Membership Interest becomes a substituted Member pursuant to Section 17704.01(c)(4) of the Act, subject to administration as provided by applicable law, without the permission or consent of the heirs, successors, or assigns or those administering the estate of the deceased Member; or

(d) The entry of a decree of judicial dissolution under the Act.

Section X.02 Winding Up and Liquidation.

(a) Upon dissolution, the Company shall immediately commence to wind up its affairs in accordance with the Act and the provisions of this Article.

(b) The Manager shall act as liquidator (the "**Liquidator**"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets (including the discretion to defer the liquidation of any asset if the immediate sale of the asset would be impractical or cause undue loss to the Members) and to wind up and liquidate the affairs of the Company in an orderly and business-like manner in accordance with the Act. The Liquidator agrees to follow and adhere to any liquidation plan that may be proposed and approved by all of the Members. If no plan is approved, in addition to any other fiduciary responsibilities that the Liquidator may have, he/she agrees that the sale and distribution of any remaining assets will be done fairly and equitably.

(c) The Liquidator shall give written notice of the commencement of winding up by mail to all known creditors of the Company and claimants against the Company whose addresses appear on the records of the Company.

Section X.03 Distribution of Assets. The Liquidator shall liquidate the assets of the Company and distribute the proceeds in the following order of priority, unless otherwise required by mandatory provisions of the Act or other Applicable Law:

(a) First, to the payment of the Company's known debts and liabilities to its creditors (including Members, if applicable);

(b) Second, to the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(c) Third, to the establishment of, and additions to, reserves that are determined by the Liquidator to be reasonably necessary for any contingent unknown liabilities or obligations of the Company; and

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(d) Fourth, to the Members, on a pro rata basis, in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company in which the liquidation occurs.

Section X.04 Required Filings. Upon the occurrence of an event described in Section 10.01 and upon completion of the distribution of assets as provided in Section 10.03, respectively, the Liquidator shall make all necessary filings required by the Act, including any required certificate of dissolution or certificate of cancellation.

ARTICLE XI Definitions

Section XI.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 10.01, and when not otherwise defined shall have the meanings set out in the Act:

"**Affiliates**" means, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person. For purposes of this definition, "control" when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"**Act**" or "**The Act**" means the California Revised Uniform Limited Liability Company Act and any successor statute, as it may be amended from time to time.

"**Agreement**" has the meaning set forth in the Preamble.

"**Applicable Law**" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory, or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"**Articles of Organization**" means the articles of organization of the Company, as they may be amended or restated from time to time.

"**Capital Account**" has the meaning set forth in Section 2.04(a).

"**Capital Contributions**" has the meaning set forth in Section 2.02.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company**" has the meaning set forth in the Preamble.

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"Covered Person" means (i) each Member; (ii) each Manager, Officer, employee, agent, or representative of the Company; and (iii) each officer, director, shareholder, partner, manager, member, Affiliate, employee, agent, or representative of each Member, and each of their respective Affiliates.

"Effective Date" has the meaning set forth in the Preamble.

"Electronic Transmission" means (a) facsimile telecommunication, (b) email, (c) posting on an electronic message board or network that the Company has designated for communications (together with a separate notice to the recipient of the posting when the transmission is given by the Company), or (d) other means of electronic communication where the recipient has consented to the use of the means of transmission (or, if the transmission is to the Company, the Company has placed in effect reasonable measures to verify that the sender is the Member or Manager purporting to send the transmission) and the communication creates a record that is capable of retention, retrieval, and review and may be rendered into clearly legible tangible form.

"Fiscal Year" means the calendar year, unless the Company is required or elects to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Initial Member" means each Person identified on the Members Schedule as of the Effective Date as a Member and who has executed this Agreement or a counterpart thereof.

"Joinder Agreement" has the meaning set forth in Section 3.02(b).

"Lien" means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

"Liquidator" has the meaning set forth in Section 10.02(b).

"Losses" has the meaning set forth in Section 8.02(a).

"Manager" means JRMG Healdsburg LLC, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement. The Manager shall constitute a "manager" (as that term is defined in the Act) of the Company.

"Marital Relationship" means a civil union, domestic partnership, marriage, or any other similar relationship that is legally recognized in any jurisdiction.

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"Members" means each Initial Member and each Person who is admitted as a Member of the Company after the Effective Date in accordance with the terms of this Agreement and the Act, but does not include any Person who ceases to be a Member. The Members shall constitute "members" (as that term is defined in the Act) of the Company.

"Members Schedule" means Schedule I attached hereto.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's rights to (a) receive that Member's distributive share of Company assets and items of Company income, gain, loss, and deduction, (b) vote on, consent to, or participate in any Member decisions as provided in this Agreement and the Act, and (c) receive any and all other benefits due to a Member under this Agreement and the Act. The Membership Interest of each Member will be stated as a percentage interest and shall be as set out in the Members Schedule. The Membership Interests of all Members shall equal 100%. For voting, approval, and consent purposes, "Membership Interest" shall mean a Member's membership interest in the current profits of the Company.

"Officers" has the meaning set forth in Section 4.03.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Spousal Consent" has the meaning set forth in Section 3.02(b).

"Spouse" means a spouse, a party to a civil union, a domestic partner, a same-sex spouse or partner, or any person in a Marital Relationship with a Member.

"Transfer" means to sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Membership Interests or any interest (including a beneficial interest or "transferable interest" as defined under the Act) therein. **"Transfer"** when used as a noun, and **"Transferred"** when used to refer to the past tense, shall have correlative meanings.

"Transferor" and **"Transferee"** mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

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ARTICLE XII Miscellaneous

Section XII.01 Governing Law. All issues and questions arising out of or concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of California.

Section XII.02 Right to Cure. In the event of a breach or default of this Agreement by a party to this Agreement, upon notice from a non-defaulting party to the defaulting party, the defaulting party shall have thirty (30) days from the date of such notice to cure the default or breach. If the nature of the defaulting party's default or breach is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall commence to cure the default or breach within said thirty (30) day period and must thereafter diligently prosecute such cure to completion. This notice and cure provision must be followed before the procedures set forth in Section 12.03 are invoked, or before equitable relief may be sought pursuant to Section 12.06 (except in any situation in which equitable relief is needed due to the urgency of the matter).

Section XII.03 Stepped Dispute Resolution. The parties agree to resolve future disputes between them through a stepped dispute resolution process as follows:

(a) **Negotiation.** They shall first attempt in good faith to resolve any dispute promptly by negotiation between senior representatives with proper authority to settle the controversy. Any party may give written notice of a dispute (a "Notice of Dispute"). Within fifteen calendar (15) days after the delivery of such Notice of Dispute, the receiving party shall submit to the other a written response. The notice and response shall both include: (i) a statement of that party's position; (ii) a summary of arguments supporting that position; and (iii) the name and title of the executive who will represent that party, as well as any other person who will accompany the representative. The disputing parties' representatives shall meet at a mutually acceptable time and location to attempt to resolve the dispute within thirty (30) days after delivery of the initial Notice of Dispute. If after thirty (30) calendar days, negotiations fail to resolve the dispute, or do not occur at all, the parties shall move directly to mediation. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(b) **Mediation.** Any and all disputes not resolved through negotiation within thirty (30) days after delivery of a Notice of Dispute shall be submitted to mediation. The disputing parties shall select a mutually agreeable mediator, and a mutually agreeable time and location for the mediation within ninety (90) days after the initial Notice of Dispute. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. Each disputing party shall pay its own costs related to the mediation regardless of the outcome.

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(c) Binding Arbitration. Any dispute between the parties not resolved through mediation shall be submitted for confidential binding arbitration. Absent agreement to the contrary, the place of arbitration shall be Sonoma County, California. A single arbitrator shall be jointly selected, and arbitration shall be conducted using the institutional rules of a mutually agreeable arbitration provider. If the parties cannot mutually agree upon an arbitration provider, the parties shall submit their dispute to JAMS for arbitration, and the arbitration shall be conducted according to that tribunal's rules in effect as of the Effective Date of this Agreement, which rules are incorporated herein by this reference; however, in furtherance of an economical resolution to any dispute, the parties hereto agree that in any arbitration, each disputing party will be limited to three (3) depositions, ten (10) requests for production of documents (inclusive of sub-parts), thirty (30) interrogatories, and ten (10) requests for admission. Each party shall bear its own attorney's fees, and other out-of-pocket arbitration expenses, unless the arbitrators decide otherwise. The arbitration tribunal shall have authority to render final judgment on any dispute brought before it, including interpretation and application of the terms of this Agreement. The scope of the arbitrator's authority shall include the authority to interpret and apply the meaning of this section. Judgment upon the award rendered by the arbitrator may be entered in any state court having jurisdiction thereof. If, and only if, no state court has jurisdiction, then the award rendered by the arbitrator may be entered in any federal court having jurisdiction thereof. Except as expressly provided above, the parties expressly waive any right of removal to the United States federal courts, and the parties expressly waive any right to compel arbitration, to confirm any arbitral award, or seek any aid or assistance of any kind in the United States federal courts. An arbitrator exceeds his or her powers by voiding or refusing to enforce any contracts or arbitration agreements between parties based solely on the cannabis-related nature of the contract. The arbitrator shall have the power to decide any motions brought by any party, including motions for summary judgment and/or adjudication, and motions to dismiss and demurrers, applying the standards set forth under California law.

(d) Limited Exceptions to Arbitration. Notwithstanding anything to the contrary, this Agreement does not apply to any disputes between the parties concerning intellectual property, such as misappropriation of trade secrets or disputes concerning the inventorship or ownership of patents, patent applications, copyrighted material, or other intellectual property. This Agreement also does not replace criminal proceedings. Also, this Agreement does not require the parties to arbitrate disputes which must be submitted to a civil or criminal court or other tribunal as a matter of state, federal or international law. The parties also agree that any party may petition a court of competent jurisdiction for injunctive relief or other equitable remedies including, but not limited to, actions to protect against the disclosure of confidential information. In the event any party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees. The parties hereto agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective or private attorney general representative action basis. Accordingly, no party may bring a claim on behalf of other individuals, and the arbitrator may not: (i) combine more than one individual's claim or claims into a single case; (ii) participate in or facilitate notification of others of potential claims; or (iii) arbitrate any form of a class, collective or representative proceeding. The arbitrator shall not have the

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power to commit errors of law or legal reasoning, and the arbitration award in any arbitrated dispute may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Similarly, the arbitrator shall not have the power to alter or amend this Agreement in any way without the signed consent of the parties hereto.

Section XII.04 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section XII.05 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) 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 (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications 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 11.04):

If to the Company (C/O the Manager): JRMG Healdsburg LLC
1030 2nd Street, Santa Rosa, CA 95403
Jamie@janeandcompany.com

with a copy (not constituting notice) to: Stephanie Blair, Esq.
PO Box 187, Windsor, CA 95492
SCBlair.Esq@gmail.com

If to a Member, to such Member's respective mailing address, facsimile number or email address, as applicable, as set forth on the Members Schedule.

Section XII.06 Remedies. In the event of any actual or prospective breach or default by any party, the other parties shall be entitled to equitable relief, including remedies in the nature of injunction and specific performance, awarded by a court of competent jurisdiction (without being required to post a bond or other security or to establish any actual damages). In this regard, the parties acknowledge and agree that they will be irreparably damaged in the event this Agreement is not specifically enforced, since (among other things) the Membership Interests are not readily marketable. All remedies hereunder are cumulative and not exclusive, may be exercised concurrently, and nothing herein shall be deemed to prohibit or limit any party from pursuing any other remedy or relief available at law or in equity for any actual or prospective breach or default,

including recovery of damages. In addition, the parties hereby waive and renounce any defense to such equitable relief that an adequate remedy at law may exist.

Section XII.07 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section XII.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

Section XII.09 Amendment. Except as otherwise provided by this Agreement, no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Manager and the number of Members required by Section 4.02 hereof. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule may be made by the Manager, without the consent of the other Members, following any new issuance, redemption, repurchase, or Transfer of Membership Interests in accordance with this Agreement.

Section XII.10 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section XII.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section XII.12 Entire Agreement. This Agreement, together with the Articles of Organization and all related exhibits and schedules and together with any other applicable member agreements, if applicable, constitutes the entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, records, representations, and warranties, both written and oral, whether express or implied, with respect to such subject matter.

Section XII.13 No Third-Party Beneficiaries. Except as provided in ARTICLE VIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section XII.14 Spousal Consent. Each Member who has a Spouse on the date of this Agreement shall cause such Member's Spouse to execute and deliver to the Company a Spousal

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Consent, pursuant to which the Spouse acknowledges that he or she has read and understood the Agreement and agrees to be bound by its terms and conditions. If any Member should marry or engage in a Marital Relationship following the date of this Agreement, such Member shall cause his or her Spouse to execute and deliver to the Company a Spousal Consent within 5 business days thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

The MANAGER:

JRMG HEALDSBURG LLC, a California limited liability company

DocuSigned by:
Jamie Shira
By: _____
94BAD2DDB34E4E5...
Name: Jamie Shira
Title: Manager

The MEMBERS:

FOSS CREEK PROPERTIES LLC, a California limited liability company

DocuSigned by:
Mat Humphrey
By: _____
CA0E511E21A04C2...
Name: Mat Humphrey
Title: Manager

JRMG HEALDSBURG LLC, a California limited liability company

DocuSigned by:
Jamie Shira
By: _____
94BAD2DDB34E4E5...
Name: Jamie Shira
Title: Manager

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EXHIBIT A
FORM OF JOINDER AGREEMENT
(see attached)

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JOINDER AGREEMENT

Reference is hereby made to the Operating Agreement dated July 19, 2023 as amended from time to time (the "**LLC Agreement**") for JF Healdsburg LLC, a limited liability company organized under the laws of California (the "**Company**"). Pursuant to and in accordance with Section 3.02 of the LLC Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the LLC Agreement and agrees that upon execution of this Joinder, such Person shall become a party to the LLC Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the LLC Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the LLC Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement as of the following date: _____.

[NEW MEMBER]

By _____

Name: _____

Title: _____

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EXHIBIT B
FORM OF SPOUSAL CONSENT
(see attached)

CONSENT OF SPOUSE/DOMESTIC PARTNER

I, [SIGNING SPOUSE OR DOMESTIC PARTNER NAME], spouse/domestic partner of [MEMBER SPOUSE OR DOMESTIC PARTNER NAME], acknowledge that I have read the Operating Agreement, dated July 19, 2023 of JF Healdsburg LLC, a limited liability company organized under the laws of California (the "**Company**"), to which this Consent of spouse/domestic partner ("**Consent**") is attached (as the same may be amended or amended and restated from time to time, the "**Agreement**"), and that I understand the contents of the Agreement. I am aware that my spouse/domestic partner is a party to the Agreement and the Agreement contains provisions regarding the voting and transfer of membership interests (as set forth in the Agreement) of the Company which my spouse/domestic partner may own, including any interest I might have therein.

I hereby consent to the execution by my spouse/domestic partner of the Agreement and agree that I and any interest, including any community property interest, that I may have in any membership interests of the Company subject to the Agreement shall be irrevocably bound by the Agreement, including any restrictions on the transfer or other disposition of any membership interests, valuation methods or agreed values for the membership interests, or voting or other obligations as set forth in the Agreement. I hereby irrevocably appoint my spouse/domestic partner as my attorney-in-fact and agent with respect to the exercise of any rights and obligations under the Agreement.

This Consent shall be binding on my executors, administrators, heirs, and assigns. I agree to execute and deliver such documents as may be necessary to carry out the intent of the Agreement and this Consent.

I am aware that the legal, financial, and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right. I am satisfied with the terms of this Consent and I understand and have received full disclosure of all the rights that I am agreeing to waive.

I hereby agree that my spouse/domestic partner may join in any future amendment, waiver, consent, or modification of the Agreement without any further signature, acknowledgment, agreement, or consent on my part or notice to me.

Dated to be effective on [DATE].

[SIGNATURE]

[PRINT NAME]

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SCHEDULE I
MEMBERS SCHEDULE

Member	Address and Email	Initial Capital Contribution (in cash or in kind as set forth below)	Total Capital Contribution Expected	Membership Interest
Foss Creek Properties LLC	44D Mill Street Healdsburg, CA 95448 brixfarm@gmail.com	\$100,000 initial cash contribution, to be allocated towards expenses	\$750,000 to \$1,000,000.	50%
JRMG Healdsburg LLC	1030 2 nd Street Santa Rosa, CA 95401 jamie@janeandcompany.com	\$100,000 initial cash contribution, to be allocated towards expenses	\$750,000 to \$1,000,000.	50%