

**2019 CITY OF OAKLAND
SCORED DISPENSARY PERMIT APPLICATION**

1. Applicant Information

a. Name: Synergy Alliance LLC

b. Type of Corporate Structure:

Corporation Limited Liability Company Partnership Individual

Collective Other: _____

c. Doing Business As: 99 High Art Healing

d. Please Attach a Copy of State Registration (if applicable)

e. Partner/Owner/Manager Information:

Please list all persons directly or indirectly interested in the permit sought, including all officers, directors, general partners, managing members, stockholders, and partners. Please attach additional pages if necessary (additional pages should be on 8½ x 11" paper; single sided, and include a Header with the applicant's name on the top right corner of each page).

| | | |
|------------------------------------|------------------------|--------------------------|
| Last Name: Boyer | First Name: Sam | Middle Initial: H |
| Alias(es): | | |
| Title: Co - Founder/Partner | | |



| | | |
|--|------------------|-------------------|
| Business Address: 22775 Pacific Coast Highway suite 201 | | |
| City: Malibu | State: CA | Zip: 90265 |

| | | |
|----------------------------------|--------------------------|------------------------|
| Last Name: Yvonne | First Name: Green | Middle Initial: |
| Alias(es): DeLaRosa | | |
| Title: Co-Founder/Partner | | |



| | | |
|--|------------------|-------------------|
| Business Address: 22775 Pacific Coast Highway suite 201 | | |
| City: Malibu | State: CA | Zip: 90265 |

| | | |
|-----------------------------------|-----------------------------|------------------------|
| Last Name: Johnson | First Name: Reginald | Middle Initial: |
| Alias(es): | | |
| Title: Co- Founder/Partner | | |
| Business Address: | | |
| City: | State: | Zip: |

| | | |
|-----------------------------------|-----------------------------|------------------------|
| Last Name: Lee | First Name: Victoria | Middle Initial: |
| Alias(es): | | |
| Title: Co- Founder/Manager | | |
| Business Address: | | |
| City: | State: | Zip: |

| | | |
|-----------------------------|--------------------|------------------------|
| Last Name: | First Name: | Middle Initial: |
| Alias(es): | | |
| Title: | | |
| Date of Birth: | Phone: | Email: |
| Residential Address: | | |
| City: | State: | Zip: |
| Business Address: | | |
| City: | State: | Zip: |

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|-----------------------------|--------------------|------------------------|
| Last Name: | First Name: | Middle Initial: |
| Alias(es): | | |
| Title: | | |
| Date of Birth: | Phone: | Email: |
| Residential Address: | | |
| City: | State: | Zip: |
| Business Address: | | |
| City: | State: | Zip: |

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| Date of Birth: | Phone: | Email: |
| Residential Address: | | |
| City: | State: | Zip: |
| Business Address: | | |
| City: | State: | Zip: |

2. Business Plan (twelve points, two points per question)

Using only the spaces provided below, please answer the following questions.

- a) Describe Applicant's understanding of the cannabis dispensary market, what customers in this market are seeking, and how Applicant intends on capturing market share.

With our team's 12 plus years of legally compliant cannabis retail experience, both locally and state wide, we have a thorough understanding of all aspects of the cannabis dispensary market. Our expertise extends to all areas of cannabis retail operations including management, operations, compliance, budgeting, marketing and promotions, product selection, delivery, staff hiring, security, training, merchandising, customer service, community outreach and education. Through our 12 years of cannabis retail operations we have developed and implemented refined SOP's (Standard Operating Procedures), created our own policy and procedures and implement best practices on a daily basis. The dispensary market is inextricably connected to those in the legal cultivation, manufacturing, packaging, distribution and laboratory testing markets. Together we are a collective body that handles the plant in various forms until its final destination at the dispensary and into the consumer/patients' hands. We take extreme pride in this final stage of seed to sale and are renowned for our knowledgeable and compassionate care. As the creators of one of the world's first dispensaries to offer a welcoming and upscale experience, we are intimately familiar with the needs of all customers in this market.

Customers come from a wide variety of demographics, especially in major cities. Everyone has varying ailments and needs but they are all looking for the same thing from their retail dispensary; knowledgeable and friendly service, inviting atmosphere, great product selection, with locally and state wide sourced products, at a variety of price levels. Beyond this, we believe that customers are looking for an elevated shopping experience, somewhere they can come for healing and inspiration, local contact and community belonging.

With '99 High Art Healing', we intend on capturing market share by providing an upscale, community-based, cannabis and art inspired experience near the heart of Oakland's art murmur district. Our location at 3003 Telegraph will be perfectly situated to capture the crowds of First Friday, art murmur, and the patients traveling to and from Pill Hill daily. Our cannabis consultants will be highly trained, both in cannabis's health benefits and medical properties, as well as best in class cannabis retail customer service. (Trained by our retail customer service experts with over 12 years of customer service in the California dispensary market). In our art- inspired atmosphere, everyone will feel comfortable and welcomed. Via our knowledgeable cannabis consultants, our customers will be guided through a great product selection, including organic, and vegan options, Oakland-sourced products as well as state-sourced, with price levels appealing to all demographics and income. The space itself will be an immersive art experience both inside and out - a destination location as well as a community hub. As a team of local cannabis service providers and seasoned retail professionals we understand what the consumer wants and needs and are able to fill that need physically, emotionally, mentally and spiritually at the highest levels of care and integrity.

Beyond our one of a kind retail experience we will capture market share through a combination of marketing, publicity, promotional efforts and permitted events. For our marketing efforts we will be using: Direct to consumer email campaigns, Text advertising, Social media - Instagram, Facebook, etc, Web based advertising, ie: Weed Maps, Leafly, Ads in local publications, billboards (where legally allowed) and Local radio stations. In efforts to support and engage our local community, our digital media work will be done by companies that support local at risk youth and re-entry programs such as United Roots and Planting Justice. Our community based efforts to capture market share will include: local workers discounts, vets and seniors discounts, (legally allowed) cannabis donations to those in need, (permitted and allowed) In house community based events, yoga, art, films, lectures, in store retail displays focusing on locally sourced product, Cross promoting with the local art walks and First Fridays to drive business with new art shows and openings every 3 months, a focus on health and wellness - reaching out to the 5 local surrounding hospitals and physician offices to offer our expertise, education and retail services.

b) Describe Applicant's background and experience in cannabis dispensing or similar industries.

99 High Art Healing is a synergistic collaboration of a dynamic and culturally diverse group of professional cannabis industry professionals who have come together to create one of the best and most respected dispensaries in the city of Oakland. Coming from the professional cannabis industry, healing arts, medicinal and business backgrounds, our team is comprised of individuals who are respected professionals, thought leaders and experts in their field. As our social equity partner, Reggie is a 30 year Oakland resident and current owner and operator of Fade'D Delivery, a state licensed medical and recreational delivery service in Oakland. Located in the Pill Hill and KONO area here in Oakland., Reggie's experience as a legally compliant delivery service makes him an immensely important part of our team. His experience in compliance and regulations are impeccable as is his awareness of the needs of the community, including but not limited to staying aware of current events within Oakland and the cannabis industry to best help serve clients and ensure every ones safety. His experience running a licensed delivery in Oakland includes but is certainly not limited to managing employees and collaborating with our team member Victoria Lee, who has experience in running the day to day operations of the delivery service and overseeing accounting, inventory management, patient verification and order dispatching. Reggie and Victoria's experience also includes marketing such as editing and updating their delivery website, social media marketing, updating members regularly through text messages, email blast and social media posts. Their other cannabis experience includes establishing and maintaining cultivation, manufacturing and distribution partnerships as well as keeping informed on market trends.

Our experienced dispensary operating partners Yvonne DeLaRosa Green and Sam Boyer are considered one of the most recognized, awarded and beloved cannabis operators in the industry and credited with creating the undisputed world's first upscale dispensary and hybrid dispensary by way of a visionary art gallery. With over 25 years of combined legally compliant cannabis experience, their dispensaries 99 High Art and 99 High Tide date back to 2007 and have been recognized as the best dispensaries in the nation by publications such as Rolling Stone Magazine, High Times Magazine, MG Magazine, MJ Magazine and myriad other awards and honors. Our operating partners also have extensive experience in community relations, as well as experience in writing, crafting, campaigning and passing legislature, which they did when they co-wrote Measure G which legalized Adult Use and delivery in Malibu (2018). At the helm, DeLaRosa Green is an award winning activist and CEO of the 99 High Tide brand. Named High Time's Magazine's 100 Most Influential influential People (2018) and honored as one of the top 50 women in Cannabis (2019 and 'Business Woman Of The Year' by IPW). Other recent honors include the inaugural Women Breaking Barriers award by the Malibu Chamber of Commerce at the Women's Business awards (2019).

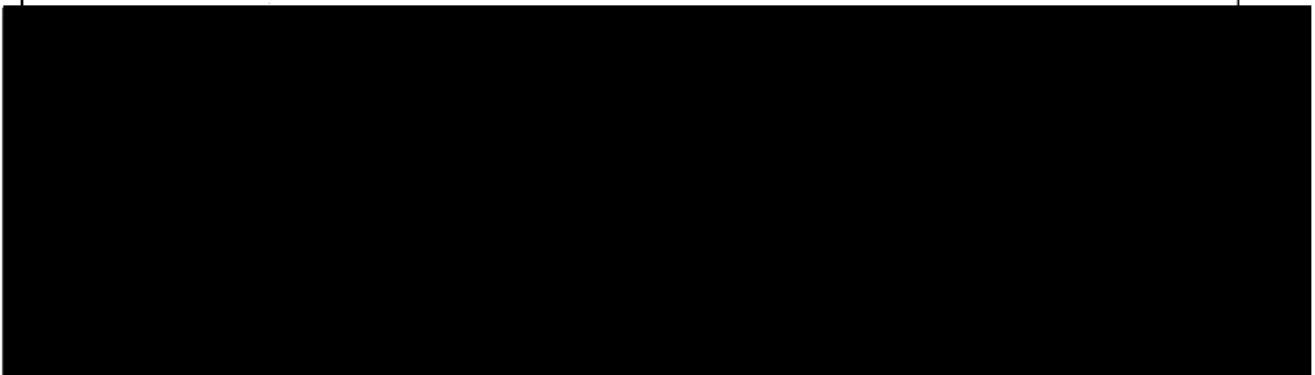
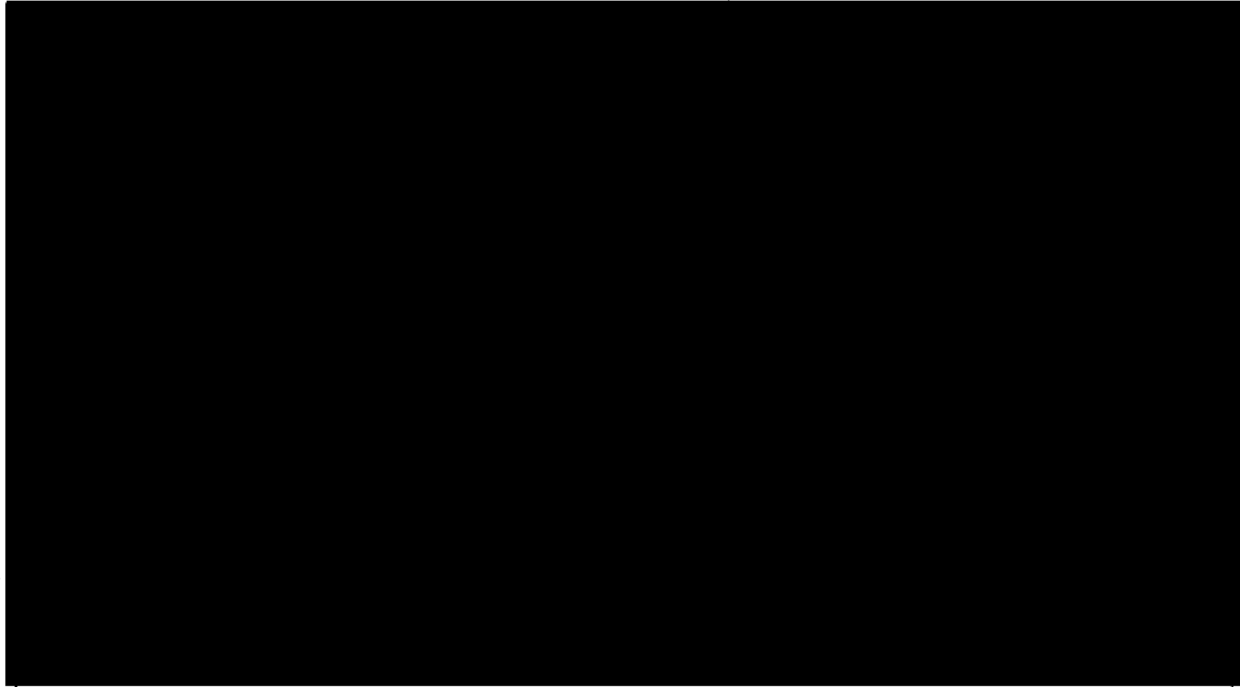
In 2017, DeLaRosa Green became the first person to receive a cannabis business license in Los Angeles County making DeLaRosa Green one of the first women of color to be recognized as not only a trail blazer in the industry but also as a visionary for her innovative dispensaries and practices. Armed with over 12 years of experience in dispensary creation, visionary design, business operations, compliance and best practices, as CEO she also created the first all female run dispensary, supporting and promoting women in the industry with upper management positions and countless opportunities. As COO and one of the descendants of the original signers of the Declaration Of Independence (1776), (written on hemp paper), Sam Boyer's historical legacy has extended today to also advocating for and advancing the image of cannabis. As an expert cannabis retail operator, master grower and cannabis activist Boyer has been at the forefront of the California cannabis market for over a decade.

As COO of 99 High Art and High Tide, Boyer's involvement has included overseeing day to day operations such as strict adherence to compliance, finances, budgeting, long term strategy and branding. Still un-duplicated, the one of a kind 99 High Art paved the way for the retail experience that is now part of the everyday cannabis market and it is our goal as a team to bring back the original healing art dispensary and gallery the 99 High Art to the original legal cannabis city of Oakland.

We believe with our years of experience, our synchronistic partnership, illustrious reputation, ideal retail location and community driven vision, that we are the team to bring Oakland the most revered and world renowned dispensary and a shining example of what a social equity partnership can truly be.

c) Explain how Applicant will cover its startup costs and working capital requirements. If Applicant's funds are currently available, please attach a letter of credit demonstrating sufficient capitalization to cover initial business costs. If these funds are not yet available, please outline how Applicant will gather enough capital to cover initial business costs. Examples include:

- I. Selling or converting other personal assets to raise funds.
- II. Borrowing against personal assets.
- III. Raising funds from investors.
- IV. Obtaining a loan from a third party.
- V. Obtaining a letter of credit from a third party.
- VI. Other (please describe)



d) Using the following tables, please provide Applicant's anticipated start-up expenses.

| REAL ESTATE AND ADMINISTRATIVE EXPENSES | \$ AMOUNT |
|---|------------------|
| Purchase or Rent \$5000 x 6 months | 30,000 |
| Construction or Remodeling | 100,000 |
| Utility Deposits | 1000 |
| Legal and Accounting Fees | 15000 |
| Insurance | 1000 |
| Prepaid Insurance | |
| Pre-Opening Salaries and Benefits | 90,000 |
| Other (please provide detail) | 5000 |
| Exterior landscaping | 2000 |
| Exterior Lighting | |
| lease deposit and 6 months rent equity applicants | 48,000 |

| CAPITAL EQUIPMENT LIST | \$ AMOUNT |
|---|------------------|
| Furniture | 7000 |
| Equipment | 10000 |
| Fixtures | 5000 |
| Machinery | |
| Other (please provide detail) | |
| Safe | 5000 |
| Security & Alarm Systems - dispensary & equity applicants | 30,000 |
| Retail displays | 50,000 |

| OPENING INVENTORY | \$ AMOUNT |
|--|---------------------------------|
| Category 1: flowers & pre rolls | 75,000 (50,000 on net 30 terms |
| Category 2: vaps & concentrates | 40,000 (30,000 on net 30 terms |
| Category 3: edibles & beverages | 25,000 (15,000 on net 30 terms |
| Category 4: tinctures & capsules | 20,000(15,000 on net 30 terms |
| Category 5: Topicals and beauty products | 20,000(15,000 on net 30 terms |

| ADVERTISING AND PROMOTIONAL EXPENSES | \$ AMOUNT |
|---|------------------|
| Advertising | 20,000 |
| Signage | 5000 |
| Printing | 3000 |
| Travel/entertainment | 3000 |
| Other/additional categories branded promo gear | 3000 |

| OTHER EXPENSES | \$ AMOUNT |
|----------------------------|------------------|
| Reserve for Contingencies | |
| Other Expense 1: build out | 20,000 |
| Other Expense 2: other | 20,000 |

e) Please provide a staffing plan for the first three years using the following tables for each anticipated owner or employee:

2021

| Position Title: | Salary Costs per Month | Benefit Costs per Month | Number Employed at this Position | Anticipated Month of Hiring |
|------------------------|-------------------------------|--------------------------------|---|------------------------------------|
| General manager | 5500 | 1650 | 1 | jan |
| Assitant manager(s) | 8000 | 1600 | 2 | jan |
| Purchasing manager(s) | 4000 | 800 | 1 | jan |
| Social media/marketing | 3500 | 350 | 1 | jan |
| Cannabis consultants | 20000 | 200 | 10 | jan |
| Security Gaurds | 11,000 | 1150 | 2 | jan |
| Delivery manager | 4500 | 900 | 1 | jan |
| Delivery Drivers | 5000 | 500 | 2 | jan |

2022

| Position Title: | Salary Costs per Month | Benefit Costs per Month | Number Employed at this Position | Anticipated Month of Hiring |
|------------------------|-------------------------------|--------------------------------|---|------------------------------------|
| General Manager | 6000 | 1800 | 1 | - |
| Assitant manager(s) | 17,600 | 3520 | 4 | jan |
| Purchasing manager(s) | 8400 | 1680 | 2 | jan |
| Social media/marketing | 6000 | 600 | 2 | march |
| Cannabis Consultants | 30,800 | 3080 | 14 | - |
| Security Gaurds | 12,100 | 1200 | 3 | - |
| Delivery manager(s) | 9900 | 1980 | 2 | march |
| Delivery Drivers | 15000 | 1500 | 6 | march |

2023

| Position Title: | Salary Costs per Month | Benefit Costs per Month | Number Employed at this Position | Anticipated Month of Hiring |
|------------------------|-------------------------------|--------------------------------|---|------------------------------------|
| General Manager(s) | 12,100 | 3630 | 2 | jan |
| Assitant manager(s) | 19360 | 3872 | 5 | jan |
| Purchasing manager(s) | 9240 | 1848 | 2 | - |
| Social media/marketing | 6600 | 660 | 2 | - |
| Cannabis Consultants | 39600 | 3960 | 18 | march |
| Security Gaurds | 13310 | 1300 | 2 | - |
| Delivery manager(s) | 16335 | 1635 | 3 | jan |
| Delivery Drivers | 20,000 | 2000 | 8 | jan |

f) Please provide a forecast of your income statement (profit and loss) for each of the first three year, including:

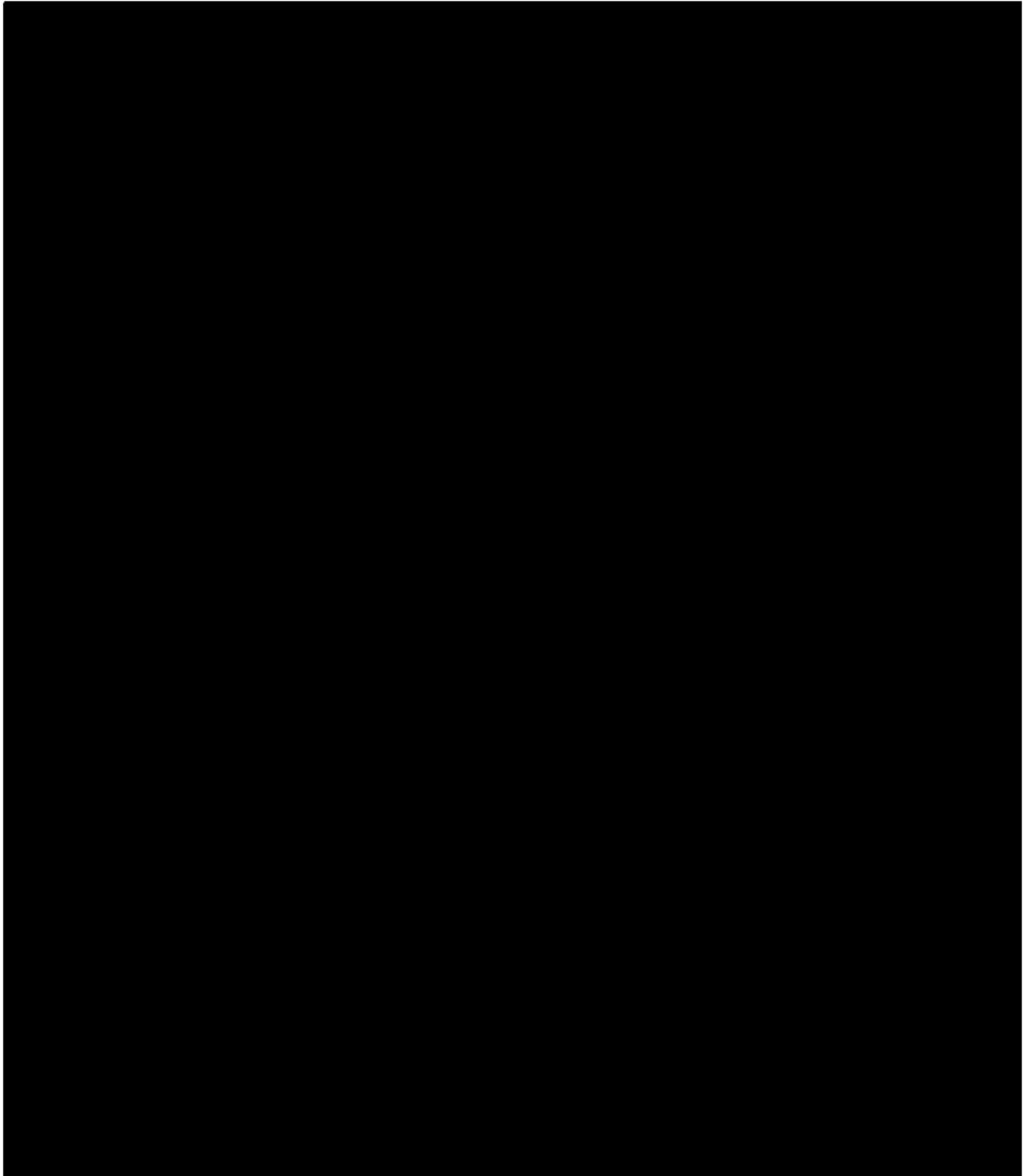
| | 2021 | 2022 | 2023 |
|--|------------------|------------------|-------------------|
| REVENUES | | | |
| Product/Service 1 flowers/prerolls | 2,704,000 | 3,515,200 | 4,569,600 |
| Product/Service 2 vapes/concentrates | 2,028,000 | 2,636,400 | 3,427,200 |
| Product/Service 3 edibles/tinctures, other | 2,028,000 | 2,636,400 | 3,427,200 |
| Other Revenue | | | |
| TOTAL REVENUES | 6,760,000 | 8,788,000 | 11,424,000 |
| | | | |
| COST OF GOODS SOLD | | | |
| Product/Service 1 | 1,487,200 | 1,933,360 | 2,513,280 |
| Product/Service 2 | 1,014,000 | 1,318,200 | 1,713,600 |
| Product/Service 3 | 1,014,000 | 1,318,200 | 1,713,600 |
| Salaries-Direct | 738,000 | 1,269,600 | 1,638,540 |
| Payroll Taxes and Benefits-Direct | 130,080 | 260,420 | 335,900 |
| Depreciation-Direct | - | | |
| Supplies | 24000 | 36000 | 48000 |
| Other Direct Costs | - | | |
| TOTAL COSTS OF GOODS SOLD | 4,407,280 | 6,135,780 | 7,627,020 |
| | | | |
| GROSS PROFIT (LOSS) | 2,352,720 | 2,652,220 | 3,796,980 |
| | | | |
| OPERATING EXPENSES | | | |
| Advertising and Promotion | 270,400 | 300,000 | 420,000 |
| Automobile/Transportation | 12,000 | 15,000 | 22000 |
| Bad Debts/Losses and Thefts | 35,000 | 50,000 | 75000 |
| Bank Service Charges | 1200 | 1800 | 2200 |
| Business Licenses and Permits | 72151 | 111,151 | 111,151 |
| Charitable Contributions | 36,000 | 48000 | 96000 |
| Computer and Internet | 6000 | 6000 | 6500 |
| Continuing Education | - | - | - |
| Depreciation-Indirect | 1000 | 1500 | 2000 |
| Dues and Subscriptions | 0 | 0 | |
| Insurance | 28,000 | 29400 | 30870 |
| Meals and Entertainment | 12,000 | 15,000 | 24000 |
| Merchant Account Fees 4% fee on CC | 162,240 | 217,000 | 274,170 |
| Miscellaneous Expense | 25,000 | 40000 | 55000 |
| Office Supplies | 6000 | 7500 | 9000 |
| Payroll Processing | 1200 | 2000 | 2400 |
| Postage and Delivery | 1200 | 2000 | 2400 |
| Printing and Reproduction | 4000 | 8000 | 12000 |
| Professional Services-Legal, Accounting | 60000 | 75000 | 90000 |
| Occupancy | n/a | n/a | n/a |

| | 2021 | 2022 | 2023 |
|---|---------------------|---------------------|---------------------|
| Rental Payments | 120,000 | 123,600 | 127,308 |
| Salaries-Indirect | 235,000 | 258,500 | 284,350 |
| Payroll Taxes and Benefits-Indirect | 50,760 | 55,836 | 61,419 |
| Subcontractor | 48,000 | 54,000 | 60,000 |
| Telephone | 6,000 | 6,500 | 7,000 |
| Travel | 3,000 | 5,000 | 7,500 |
| Utilities | 12,000 | 13,000 | 14,000 |
| Website Development | 4,000 | 6,000 | 6,000 |
| TOTAL OPERATING EXPENSES | 1,212,151 | 1,451,537 | 2,138,168 |
| | | | |
| OPERATING PROFIT (LOSS) | 1,140,569 | 1,200,683 | 1,658,812 |
| | | | |
| INTEREST (INCOME), EXPENSE & TAXES | | | |
| Interest (Income) | 0 | 0 | 0 |
| Interest Expense | 63,205 | 59,031 | 54,418 |
| Income Tax Expense | 0 | 0 | 0 |
| TOTAL INTEREST (INCOME), EXPENSE & TAXES | | | |
| | | | |
| NET INCOME (LOSS) | \$ 1,077,364 | \$ 1,141,652 | \$ 1,604,395 |

3. Security Plan (five points)

Using only the space provided below, describe what measures Applicant will take to

- i. to avoid diversion of cannabis to unregulated market;
- ii. to prevent a burglary or armed robbery;
- iii. to minimize the loss of product in the case of a burglary or armed robbery.



4. Compliance with State Law (four points)

Using only the space provided below, please describe how Applicant will comply with state law, including:

- i. The supply chain from which applicant will obtain cannabis and cannabis products (Applicants need not name specific vendors; identifying license categories is sufficient).
- ii. How Applicant plans to record the movement of cannabis and cannabis products in their custody, such as with a track and trace system.

1. For the supply chain we will obtain products from either a state licensed manufacturer/distributor or distributor. While we have a long standing relationship with hundreds of licensed brands, which will allow for smooth and easy supply transactions, for 99 High Art Healing, 50% of our products will also be obtained through locally sourced Oakland licensed suppliers, as we seek to support other equity businesses as well as supporting Oakland equity distributors with 80% of our products coming from these sources.

2. Upon delivery to the dispensary, all products will be confirmed directly through METRC Track and Trace and input into our POS system. (We were one of the first dispensaries to successfully onboard Metrc and are familiar with the process and protocols. We are also very familiar with many POS systems over all our years of experience and are currently using San Francisco based company Meadow for our POS needs.) Products are then labeled with a METRC tag and placed into back stock or onto the sales floor. The exact process is as follows:

A. When we place an order with our licensed vendors we see the itemized order in our Metrc portal under 'Incoming Licensed Transfers' .

B. When the order arrives, we take inventory by counting, inspecting and confirming that the items we see on our Metrc Transfers are the same as what we are physically receiving. If everything is correct, we select ' Receive Transfer' and Metrc is alerted that we are now in custody of the product. If there is a discrepancy we can report the differences and then report the reception.

C. When we report receiving the transfer in Metrc, our POS system Meadow gets an integration from Metrc where we can create a Purchase Order from the transferred items Metrc reported. This communication transfers in the Package IDs associated with the products in our POS system. When making the PO we confirm our product names in Meadow that are associated with these products and when we receive them into our system the package IDs are linked to the inventory and the package ID associated is reported in Meadow when they are sold.

D. When the PO is finished and inventory is received into the system, we then make barcode stickers to place on each piece of inventory. These stickers have the package ID for proper track & trace. When the product is sold, the POS system tracks each item, the time of sale and which package ID that it was assigned & reported through Metrc.

E. Our POS system reports sales from the day to Metrc overnight, every night, so there are compliant track and trace records of the movement of the inventory.

5. Tax Rates (four points, one point per question)

Using only the space provided below, please answer the following questions regarding local and state tax laws that apply to cannabis dispensaries.

i. Local Taxes:

a. What are the City of Oakland’s current business tax rates for cannabis businesses?

| Gross receipts | retail | Indoor | Outdoor | Manufacturing | Distribution |
|----------------------------|---------------------------------|------------------|------------------|------------------|------------------|
| Up to \$1.5 ml equity only | (store front and delivery) .12% | Cultivation 12% | Cultivation .12% | .12% | .12% |
| up to 500k | 12% | .12% | .12% | 12% | 12% |
| \$500k + -1.5M. | 5% medical | 5% medical | 5% medical | 5% medical | 5% medical |
| | 6.5% non medical | 6.5% non medical | 6.5% non medical | 6.5% non medical | 6.5% non medical |
| \$1.5 M +- \$5m | 5% medical | 5% medical | 5% medical | 5% medical | 5% medical |

ii. State Taxes:

a. What is the cannabis excise tax rate for adult use cannabis purchases?

15%

b. What is the sales tax rate for adult use cannabis sales?

In Oakland it is 9.25% .

iii. What measures, including point of sale systems, Applicant will implement to ensure proper collection of local and state taxes.

All state and local taxes will be properly collected through our POS System. The POS system we will be using is a San Francisco based company called 'Meadow' - This POS system calculates the local sales tax, and the local cannabis tax for each sale, charges the customer and prints it out on the receipt. Meadow also provides, daily, weekly, monthly and yearly reports on the tax collected. At this time, the state excise tax is included in the price of the products, collected from the consumer and paid directly to the distributor by the retailer.

All staff will be trained on the POS system and will ensure that proper taxes are collected at the point of sale.

Local and State Taxes will be posted at every POS station for customer and consultants to remain aware of.

6. Odor Mitigation (four points)

Using only the space provided below, please submit a plan for how cannabis odors will not be detectable outside of the proposed facility, such as utilization of carbon filters.

We will ensure that any possible cannabis odors are not detectable outside of the proposed facility. One of the advantages of our dispensary is having already secured a property that is a stand alone building. This will help with any direct neighbors when it comes to any possible odors and it will also reduce the opportunity for any complaints. However, we will make sure to take all possible precautions to ensure that there are no odors outside of the dispensary regardless.

Although present day compliant processes have mitigated the odors of past pre-legalization practices and despite the fact that every cannabis product that is delivered by a licensed distributor arrives at the dispensary pre packaged and child proofed, which eliminates much of the need for excessive odor mitigation, there are still best practices that can and should be observed as a retailer. Such practices will include placing carbon filter scrubbers within the dispensary to mitigate any odors as well as providing a community relations staff phone number to the neighborhood to report any odor concerns.

Mitigating the odor from any cannabis facility is a legitimate concern and we will ensure to adopt any new or updated inventions that come onto the market for these purposes. Some of the current products and companies on the market that we may use for odor mitigation will be compliant and have effective odor mitigation programs using tested best-in-class products and solutions.

We have a large selection of odor mitigation companies that we will consult with and who specialize in neutralizing odors while providing maximum coverage and is non-toxic with no contamination impact.

Our goal is to stay compliant, safe and be a good neighbor.

7. Neighborhood Beautification (five points)

Using only the space provided below, please submit a community beautification plan detailing specific steps your business will take to reduce illegal dumping, littering, graffiti and blight and promote beautification of the adjacent community. Examples of specific steps include participating in City of Oakland Adopt a Spot/Drain program, installing murals, removing graffiti within 48 hours and providing landscaping.

Community beautification has always been a part of our company ethos and legacy which we will bring to our community and adjacent communities in Oakland. At the 99 High tide for over five years, we have created and have participated in our monthly Beach Cleanup Day in Malibu, where we invite cannabis brands to sponsor and spread the message of keeping our communities clean. The idea caught on and many companies and brands are now sponsoring their own clean up efforts throughout the state.

For our dispensary in Oakland, we are beyond thrilled to announce that our team has secured a beautiful property at a wonderful and convenient location. If chosen, our dispensary will be located at 3003 Telegraph Ave, Oakland, CA. The building is a gorgeous former church and it's features will make for a wonderful and safe dispensary. The building was built out and approved as a dispensary location in 2014 and ran as a successful dispensary through 2019, The dispensary area is still as it was left in 2019 with the retail space, the offices, the service rooms, the public restrooms, emergency exits and egresses still in place. This building has been approved by the Oakland building services division, fire services, and zoning and is ready to go as a dispensary. The neighbors still support the use as a dispensary, recognizing that the anti-litter efforts and the on-site security guards are all amenities to the neighborhood. The ADA accesses are already in place. The fire exits are in place. The security room, built of concrete walls, are still in place. All intermixed with the original gorgeous stained glass windows, beautiful 1920's style art nouveau architecture embracing the yellow hued windows accentuating the dispensary retail space. Our upgrading of this building will undoubtedly promote beautification of the entire neighborhood and into adjacent communities as well.

As part of our beautification plan for Oakland, we will be planting flowers and symbiotic greenery and herbs such as rosemary and sage throughout the exterior of the property. For landscaping we will make use of all natural materials such as stones, crystals and artistic masonry work where needed, including drought resistant landscaping all around the building and property. We will re-introduce grassy areas around the property and use state of the art grass alternative options where possible to conserve water and prevent run off while keeping the property in pristine condition year round.

To reduce illegal dumping, littering, graffiti and blight and promote beautification of the adjacent city, we will implement daily cleaning of our lot by employing a full time grounds keeper, we are also excited to implement a "Clean Up Day" on the first Thursday of each month to coincide with Waste Management trash service. On this day we will have a vendor provide a trash bin in the morning, we will pay workers from the unhoused community and low income community in the area to fill it, and have it removed that evening.

We will also have a staff person assigned to morning litter control and property supervision on site each day they arrive. This staff member will also work closely with the KONO and Uptown ambassadors to keep the area clear of litter and debris. We will quickly remove any graffiti on our building and surrounding area within 48 hours. Graffiti will also be mitigated by our overnight security guard and security cameras. The exterior of the building will also be repainted and beautifully lit at night, which will also help safeguard the property. The exterior lighting will emphasize the large trees on site as well as the architectural beauty of the building itself.

Our plan is to definitely participate in the City of Oakland's Adopt a Spot/Drain program where we hope to be an integral part of ours and the adjacent community's beautification. Part of our vision is to incorporate art into our retail experience and to the interior and exterior of our building and property. We have an abundant collective of artists in Northern California whom we have helped advance their artistic endeavors since our art gallery dispensary in Venice Beach back in 2008. Our goal is to reunite these artists and others from the Oakland community to create murals and engage in live and, beautify the entire area and beyond.

8. Labor (eighty points, twenty points per question)

- a. OMC 5.80 requires that half of all dispensary employees be Oakland residents. What percentage of Applicant's employees will be Oakland residents from equity program qualifying police beats as defined by OMC 5.80 and 5.81?

1-10% 11-20% 21-30% 31-40% 41-50% 51-100%

- b. What percentage of Applicant's employees will be formerly incarcerated current Oakland residents?

1-10% 11-20% 21-30% 31-40% 41-50% above 50%

- c. What will the pay ratio be between the dispensary's CEO compensation compared to the median compensation of the company's workforce?

>5 to 1 ≤5 to 1 ≤3 to 1 ≤2 to 1 1 to 1

- d. How will you recruit employees from equity qualifying police beats and/or formerly incarcerated Oakland residents?

Our team will work extensively with and within the community and utilize B.O.S.S. resources to inquire about potential formerly incarcerated individuals as well as qualifying police beats individuals for employment.

City of Oakland offers job fairs for the cannabis business through their program resource called Make Green Go. We will also place ads in local papers, social media and post flyers on local community boards, such as libraries and markets.

As an equity candidate, we can utilize other resources such as The Green Huddle, a small non-profit entity which helps individuals in the cannabis business with information about the regulations of what is required by local and state authorities as well as a resource to assist with potential employees.

Our dispensary location is very central and able to accommodate groups, so we will set up and host our own cannabis industry job fair, which we will conduct upon receiving licensure.

We look forward to working with our Oakland community and to ensuring that our participation is an outstanding example of what can truly be accomplished when conscientious people come together to help one another and the community.

9. Ownership (fifteen points)

Does Applicant's "ownership" as defined under 5.80.010 (M) satisfy the definition of an Equity Applicant³?

yes

no

If you answered yes to question 9, please provide supporting documentation as described below.

For proof of ownership please provide entity formation documents or documents filed with the California Secretary of State (e.g. articles of incorporation, stock issuance records, operating agreements, partnership agreements).

For proof of income please provide federal tax returns and at least one of the following documents: two months of pay stubs, current Profit and Loss Statement, Balance Sheet, or proof of current eligibility for General Assistance, Food Stamps, Medical/CALWORKS, or Supplemental Security Income or Social Security Disability (SSI/SSDI).

For proof of conviction should be demonstrated through Court documents, Probation documents, Department of Corrections or Federal Bureau of Prisons documentation.

For proof of residency please complete the below Proof of Residency Chart for all qualifying individuals and provide a minimum of two of the documents listed below evidencing 10 years of residency. All residency documents must list the applicant's first and last name, and the Oakland residence address in applicable police beats.

- California driver's record; or
- California identification card record ; or
- Property tax billing and payments; or
- Verified copies of state or federal income tax returns where an Oakland address is listed as a primary address; or
- School records; or
- Medical records; or
- Oakland Housing Authority records; or
- Utility company billing and payment covering any month in each of the ten years.

³ an "Equity Applicant" is an Applicant whose ownership/owner:

1. Is an Oakland resident; and
2. Has an annual income at or less than 80 percent of Oakland Average Medium Income (AMI) adjusted for household size; and
3. Either

(i) has lived in any combination of Oakland police beats 2X, 2Y, 6X, 7X, 19X, 21X, 21Y, 23X, 26Y, 27X, 27Y, 29X, 30X, 30Y, 31Y, 32X, 33X, 34X, 5X, 8X and 35X for at least ten of the last twenty years OR

(ii) was arrested after November 5, 1996 and convicted of a cannabis crime committed in Oakland.

Proof of Residency Chart

| | | |
|---|--------------------|------------------|
| NAME OF EQUITY INDIVIDUAL Reginald Johnson | | |
| CURRENT OAKLAND ADDRESS [REDACTED] | DATES | |
| | FROM [REDACTED] | TO [REDACTED] |
| PRIOR OAKLAND ADDRESS(ES) [REDACTED] | | |
| | | |
| | | |
| | | |

| | | |
|---------------------------|-------|----|
| NAME OF EQUITY INDIVIDUAL | | |
| CURRENT OAKLAND ADDRESS | DATES | |
| | FROM | TO |
| PRIOR OAKLAND ADDRESS(ES) | | |
| | | |
| | | |
| | | |

| | | |
|---------------------------|-------|----|
| NAME OF EQUITY INDIVIDUAL | | |
| CURRENT OAKLAND ADDRESS | DATES | |
| | FROM | TO |
| PRIOR OAKLAND ADDRESS(ES) | | |
| | | |
| | | |
| | | |

10. Product (forty points)

What percentage of its cannabis products will Applicant commit to placing on its shelves and electronic platforms from Oakland equity cultivators and manufacturers? This commitment shall be demonstrated to the City via quarterly reports and verified on an annual basis.

- 1-10%
 11-20%
 21-30%
 31-40%
 41-50%
 above 50%

11. Distribution (forty points)

What percentage of its cannabis products will Applicant commit to purchasing from Oakland equity distributors? This commitment shall be demonstrated to the City via quarterly reports and verified on an annual basis.

- 1-9% 10-20% 21-40% 41-60% 61-80% 81-100%

12. Dispensary Incubator Program (maximum 60 points available with point allocation described below)

- **Twenty-five points for first equity business incubated**
- **Fifteen points for second equity business incubated**
- **Ten points for third equity business incubated**
- **Five points for fourth equity business incubated**
- **Two points for fifth or any additional equity business incubated**
- **Five additional points per cultivation, testing lab, and manufacturing equity business incubated**
- **Five additional points per each license that is for an equity applicant who has not yet been incubated under the City of Oakland's equity program since it was established in 2017**

General dispensary applicants that serve as incubators for cannabis equity applicants by providing free rent or real estate are entitled to bonus points for every cannabis equity business it incubates. Please note, the equity business may be any cannabis business type and it may be incubated either on the same property as the dispensary or at another site in Oakland.

In order to receive these bonus points, the General Applicant must comply with the following conditions:

- a. The free real estate or rent shall be for a minimum of three years.
- b. The Equity Applicant shall have exclusive access to a minimum of 1,000 square feet to conduct its business operations, with the exception of applicants in a Type S manufacturing space.⁴
- c. The General Applicant must provide any City required security measures, including camera systems, safes, and alarm systems for the space utilized by the Equity Applicant.
- d. The incubated equity applicant is not already being incubated in the proposed space under a separate permit application.
- e. The dispensary applicant cannot incubate themselves by possessing any ownership interest in an incubatee license.
- f. The same equity applicant cannot be incubated for more than three licenses per dispensary permit application.
- g. Should an incubated equity applicant cease operating its business within the three-year period, the General Applicant must notify the City of Oakland within 30 days and incubate a new equity applicant.

⁴ Please note that this exclusive access requirement under the Dispensary Incubator Program is different than the equity incubator program for non-dispensary uses, which allows for shared use of space.

In order to receive credit for incubating an equity business, general dispensary applicants must submit a copy of the lease and/or contractual agreements between General and Equity Applicants that provides the requirements listed under (a) through (e) above.

Please use the Dispensary Incubator Chart to list all equity applicants dispensary applicant intends on incubating under the conditions outlined above. Attach additional pages as necessary.

Dispensary Incubator Chart

| NAME OF EQUITY APPLICANT | ADDRESS OF EQUITY BUSINESS | BUSINESS TYPE |
|--------------------------------------|----------------------------|-----------------------------|
| 1. Jarone Pool (1st time incubated) | TBD | Cultivation |
| 2. Garren Pool (1st Time incubated) | TBD | Cultivation |
| 3. Sabir Al Mansur | 5733 San Leandro St | Manufacturing/ Distribution |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

12. Supporting Documents.

Please check the boxes below for each supporting document submitted with this application. Please ensure that all supporting documents include a Header with the applicant’s name on the top right corner of each page.

- Copy of State Registration for corporate structure
- Letter of Credit if applicable

For Oakland Owners Applicants Only:

- Proof of Oakland Residency

For Oakland Equity Applicants Only:

- Proof of Ownership
- Proof of Income

And either

- Proof of Residency
- or
- Proof of Conviction

For Dispensary Incubators Only:

- Lease or other contract providing free real estate or rent for a minimum of three years indicating square footage available to the Equity Applicant
- Proof of providing required security measures, including camera systems, safes, and alarm systems for the space utilized by the Equity Applicant.

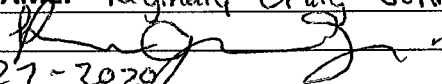
13. Oath of Application

I, the undersigned, declare under penalty of perjury that to the best of my knowledge, the information contained in this application and its supporting documentation is truthful, correct and complete; and, the information contained in this application and its supporting documentation discloses all facts regarding the applicant and associated individuals necessary to allow the City Administrator to properly evaluate the Applicant's qualifications for registration.

I, the undersigned further agree and acknowledge that I may be required to provide additional information as needed, for a complete investigation by the City Administrator.

I, the undersigned, further agree and recognize that I am responsible for obeying all Federal, State, County and local laws.

I, the undersigned, further agree and understand that any misrepresentations, omissions or falsifications in the application or any documents attached thereto or amendments thereto will be immediate grounds for the City Administrator to deny this permit application and/or immediate grounds for revocation of a medical cannabis permit.

| |
|---|
| APPLICANT NAME: Reginald Craig Johnson |
| SIGNATURE:  |
| DATE: 2-27-2020 |

FOR OFFICE USE ONLY:

Application:

Received by: _____ Date: _____

Receipt #: _____

Synergy Alliance LLC

LLC Purpose and Name

1. Limited Liability Company Purpose Statement and Name

Enter the proposed Limited Liability Company Name and select the LLC Identifier.

Purpose Statement - The Purpose Statement cannot be changed.

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.

Limited Liability Company Name - DO NOT include LLC or L.L.C. in the Name. *

Synergy Alliance

LLC Identifier - This will be added to the end of the proposed Name. *

LLC

Name Reservation

Note: The proposed name will appear on the record of California Secretary of State exactly as entered, including the LLC Identifier. The LLC Formation Online performs a preliminary name check for exact name matches. Once submitted, a final name review determination will be performed.

[Click here for filing tips.](#)

Business Addresses

2. Business Addresses

Enter the Initial Street Address of the Designated Office and, if different, the Initial Mailing Address of the LLC.

A. Initial Street Address of the Designated Office in California - [Click here for filing tips.](#)

Address Look-up Tool

Address selected will populate the address fields below.

3003 Telegraph Ave, Oakland, CA 94609, USA

Street Address *
3003 Telegraph Avenue

Synergy Alliance LLC

City *
Oakland

State *
California

Zip/Postal Code *
94609

B. Initial Mailing Address - Click here for filing tips.

Is the Initial Mailing Address of the LLC the same as the Initial Street Address of the Designated Office in California? *

Yes

Service of Process

3. Service of Process

An Agent for Service of Process is responsible for accepting legal documents (e.g. service of process, lawsuits, other types of legal notices, etc.) on behalf of the LLC. Select either Individual OR California Registered Corporate Agent (1505).

The Agent is: *

Individual

Individual Agent - Click here for filing tips.

First Name *
Reginald

Middle Initial

Last Name *
Johnson

Suffix
Jr

Address Look-up Tool

Address selected will populate the address fields below.

3003 Telegraph Ave, Oakland, CA 94609, USA

If needed, edit or complete address fields below.

Street Address *

3003 Telegraph Avenue

City *
Oakland

State *
CA

Synergy Alliance LLC

Zip/Postal Code *
94609

Note: The name and the physical street address of the agent for service of process is a public record, viewable to all (as are all the addresses of the LLC provided in filings).

Management

4. Management Structure

Select the LLC management structure.

The LLC will be managed by: *
More than One Manager

[Click here for filing tips.](#)

Organizer

Organizer Electronic Signature

Enter the Organizer Name and Organizer Email where submission status updates will be sent. Only one Organizer is required.

By typing your name below, you acknowledge that you are electronically signing this document as the organizer of the LLC and that all information is true and correct.

[Click here for filing tips.](#)

Organizer Name - The LLC being formed may NOT be listed as the Organizer. Please refer to the filing tips above for further information. *

Victoria Lee

Synergy Alliance LLC

Organizer Email *

victoria.fadeddelivery@gmail.com

Re-enter Email *

victoria.fadeddelivery@gmail.com

File Date

The default File Date will be the date the submission is received by the Secretary of State in fileable order. However, you may specify a Future File Date not to exceed 90 days in the future.

Would you like a Future File Date? *

Yes, I would like a Future File Date.

Future File Date *

03/09/2020

Review

Submission Review

Review your submission below to confirm the information is exactly as it is to appear on the records of the California Secretary of State.

1. Limited Liability Company Name

Synergy Alliance LLC

2. Business Addresses

A. Initial Street Address of Designated Office in California
Oakland, California 94609
United States

3003 Telegraph Avenue

B. Initial Mailing Address
Oakland, California 94609
United States

3003 Telegraph Avenue

3. Service of Process - Agent Information
3003 Telegraph Avenue
Oakland CA 94609
United States

Reginald Johnson Jr

Synergy Alliance LLC

4. Management Structure

5. 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.

Organizer Electronic Signature

Victoria Lee

Organizer Email (submission status updates will be sent to this email address)

victoria.fadeddelivery@gmail.com

This Filing Shall have a Future File Date of:

March 09, 2020

Payment

Payment

Select Product *

Card Number *

CW *

Expiration Month *

Expiration Year *

Name on the Card *

Billing Address Line 1 *

Billing Address Line 2

Balances - Deposit Accounts

Report created: 02/26/2020 11:58:16 PM (ET)
 Account: [REDACTED] Checking • Higher Ground Management LLC • Available \$210,085.33
 Date range: 2/25/2020
 Summary information: All information

[REDACTED] Checking • Higher Ground Management LLC • Available \$210,085.33

| <u>As of Date</u> | <u>Closing Ledger Balance</u> | <u>Accessible Balance</u> | <u>Total Credits</u> | <u>Total Debits</u> | <u>One Day Float</u> | <u>Two Day Float</u> | <u>Average Ledger Balance Ctd</u> | <u>Average Ledger Balance Ytd</u> | <u>Opening Available Balance</u> | <u>Avg Collected Balance Ctd</u> | <u>Avg Collected Balance Ytd</u> | <u>Three Or More Day Float</u> | <u>Total Credits Number</u> | <u>Total Lockbox Deposits</u> | <u>Total Debits - Number</u> |
|-------------------|-------------------------------|---------------------------|----------------------|---------------------|----------------------|----------------------|-----------------------------------|-----------------------------------|----------------------------------|----------------------------------|----------------------------------|--------------------------------|-----------------------------|-------------------------------|------------------------------|
| 02/25/2020 | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

LETTER OF INTENT TO INVEST/CREDIT LETTER

RE: Investment into Oakland Dispensary

This investment letter of intent, (the "Letter of Intent"), represents the basic terms for an agreement. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the parties involved.

I. The Investor: Sam Boyer Sr

II. The Investment: '99 High Art Healing'

III. Investment Amount: \$750,000

IV. Principal Members: Sam Boyer, Yvonne Green, Reginald Johnson

V. The Transaction: The Investor will enter into an agreement with the Principal Members in the amount of (\$ 750,000) for a loan at 10% interest payable over 10 years which may convertible to equity

VI. Structure: In order to facilitate a closing all parties agree to do their best efforts to formulate a formal agreement or Closing that:

- a. Complies with all federal, state, and local regulatory requirements;
- b. Minimize or eliminate any adverse tax consequences; and
- c. Be as cost effective as possible.

VII. Financing: The Investor has made it known that this Letter of Intent is conditional not conditional on their ability to obtain financing.

If this letter is conditional on financing, it shall be under the following terms: _____

VIII. Access to Information: After the execution of this Letter of Intent the Investor, and its advisors, shall have full access to any and all information about the Investment. The Investor shall maintain a fiduciary duty to keep the information that it obtains confidential and agrees to not share with any third (3rd) party unless the Principal Members give their written consent.

IX. Return of Materials: Any information that is obtained by the Investor through the Principal Members shall be returned if a formal agreement cannot be reached.

X. Investment Conditions: It shall be the obligation of the Investor to review all materials provided and, subject to the satisfaction of the Investor, enter into a formal agreement within 15 days after receiving all necessary materials.

In addition, the conditions of the investment include:

Synergy Alliance LLC

- a. The review and approval of all materials in the possession and control of the Principal Members;
- b. The Investor and its advisors having had a reasonable opportunity to perform the searches and due diligence to their satisfaction;
- c. The Investor being able to communicate with necessary clients, customers, vendors, tenants, or other third (3rd) party necessary; and
- d. Synergy Alliance is awarded their dispensary license by the City of Oakland.

XI. Closing: Investment shall close 30 days after Synergy Alliance is awarded there dispensary license from there city of Oakland.

XII. Closing Costs: All costs associated with the Closing shall be the responsibility of Investor Principal Members Both parties bearing their own expenses.

XIII. Confidentiality: All negotiations regarding the Investment between the Investor and Principal Members shall be confidential and not to be disclosed with anyone other than respective advisors and internal staff of the parties and necessary third (3rd) parties. No press or other public release will be issued to the general public concerning the proposed Investment without the mutual consent or as required by law, and then only upon prior written notice to the other party unless otherwise not allowed.

XIV. Formal Agreement: Choose One (1)

Pending the satisfaction of all materials by the Investor within 25__days a formal agreement shall be established between the parties.

There shall be no formal agreement created.

XV. Good Faith Negotiations: The Investor and the Principal Members agree to act in an honest and diligent manner to enter into "good faith" negotiations in order to execute a formal agreement and/or close the transaction.

XVI. Exclusive Opportunity: Following the execution of this Letter of Intent, the parties agree to not negotiate or enter into discussions with any other party unless there are any existing agreements in place (e.g. option to purchase, first right of refusal, etc.).

XVII. Standstill Agreement: Following the execution of this Letter of Intent, and until the Closing, the Principal Members, agree not to sell any portion of the Investment.

XVIII. Currency: All mentions of currency or the usage of the "\$" icon shall be known as referring to the US Dollar.

XIX. Governing Law: This Letter of Intent shall be governed under the laws by the State of Calofornia

XX. Counterparts and Electronic Means: This Letter of Intent may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery to us of an executed copy of this Letter of Intent by electronic facsimile transmission or other means of electronic communication capable


Synergy Alliance LLC

of producing a printed copy will be deemed to be execution and delivery to us of this Letter of Intent as of the date of successful transmission to us.

XXI. Severability. In case any provision or wording in this Letter of Intent shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

INVESTOR:

Investor's Signature.



Print Name Sam Boyer Sr

PRINCIPAL MEMBER(S)

Principal Member's Signature



Print Name Sam Boyer

Date 02/22/2020

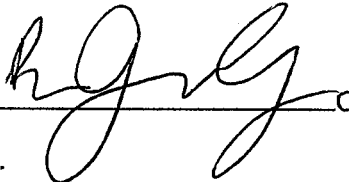
Principal Member's Signature



Print Name Yvonne Green

Date 02/22/2020

Principal Member's Signature



Print Name Reginald Johnson Jr.

Date 02/22/2020

Synergy Alliance LLC



FIDELITY PRIVATE
CLIENT GROUP®

INVESTMENT REPORT
January 1, 2020 - January 31, 2020

Envelope # [REDACTED]

SAMUEL H BOYER III
[REDACTED]

Your Portfolio Value:

Portfolio Change from Last Period: [REDACTED]

Beginning Portfolio Value

Subtractions

Change in Investment Value *

Ending Portfolio Value **

Accrued Interest (AI)

Ending Portfolio Value incl. AI

Your Financial Consultant

Paul Artin

Phone: (800) 476-4808
ext. 53413

Contact Information

| | |
|--|------------------|
| Online | Fidelity.com/pas |
| FAST SM -Automated Telephone | (800) 544-5555 |
| Portfolio Advisory Services 8am - 7pm ET, Mon - Fri | (800) 544-3455 |
| Private Client Group | (800) 544-5704 |

* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.

** Excludes unpriced securities.

Brokerage services provided by Fidelity Brokerage Services LLC (FBS), Member NYSE, SIPC (800) 544-6666. Brokerage accounts carried by National Financial Services LLC (NFS), Member NYSE, SIPC.



M04405496620200131

MR_CE_BHZSXCB88MHT_BB888 20200131

LETTER OF INTENT TO INVEST/CREDIT LETTER

RE: Investment into Oakland Dispensary

This investment letter of intent, (the "Letter of Intent"), represents the basic terms for an agreement. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the parties involved.

I. The Investor: Higher Ground Management

II. The Investment: '99 High Art Healing'

III. Investment Amount: \$200,000

IV. Principal Members: Sam Boyer, Yvonne Green, Reginald Johnson

V. The Transaction: The Investor will enter into an agreement with the Principal Members in the amount of (\$ 200,000) for a loan at 10% interest payable over 10 years which may be convertible to equity

VI. Structure: In order to facilitate a closing all parties agree to do their best efforts to formulate a formal agreement or Closing that:

- a. Complies with all federal, state, and local regulatory requirements;
- b. Minimize or eliminate any adverse tax consequences; and
- c. Be as cost effective as possible.

VII. Financing: The Investor has made it known that this Letter of Intent is conditional not conditional on their ability to obtain financing.

If this letter is conditional on financing, it shall be under the following terms: _____

VIII. Access to Information: After the execution of this Letter of Intent the Investor, and its advisors, shall have full access to any and all information about the Investment. The Investor shall maintain a fiduciary duty to keep the information that it obtains confidential and agrees to not share with any third (3rd) party unless the Principal Members give their written consent.

IX. Return of Materials: Any information that is obtained by the Investor through the Principal Members shall be returned if a formal agreement cannot be reached.

X. Investment Conditions: It shall be the obligation of the Investor to review all materials provided and, subject to the satisfaction of the Investor, enter into a formal agreement within 15 days after receiving all necessary materials.

In addition, the conditions of the investment include:

Synergy Alliance LLC

- a. The review and approval of all materials in the possession and control of the Principal Members;
- b. The Investor and its advisors having had a reasonable opportunity to perform the searches and due diligence to their satisfaction;
- c. The Investor being able to communicate with necessary clients, customers, vendors, tenants, or other third (3rd) party necessary; and
- d. Synergy Alliance is awarded their dispensary license by the City of Oakland.

XI. Closing: Investment shall close 30 days after Synergy Alliance is awarded there dispensary license from there city of Oakland.

XII. Closing Costs: All costs associated with the Closing shall be the responsibility of Investor Principal Members Both parties bearing their own expenses.

XIII. Confidentiality: All negotiations regarding the Investment between the Investor and Principal Members shall be confidential and not to be disclosed with anyone other than respective advisors and internal staff of the parties and necessary third (3rd) parties. No press or other public release will be issued to the general public concerning the proposed Investment without the mutual consent or as required by law, and then only upon prior written notice to the other party unless otherwise not allowed.

XIV. Formal Agreement: Choose One (1)

Pending the satisfaction of all materials by the Investor within 25_days a formal agreement shall be established between the parties.

There shall be no formal agreement created.

XV. Good Faith Negotiations: The Investor and the Principal Members agree to act in an honest and diligent manner to enter into "good faith" negotiations in order to execute a formal agreement and/or close the transaction.

XVI. Exclusive Opportunity: Following the execution of this Letter of Intent, the parties agree to not negotiate or enter into discussions with any other party unless there are any existing agreements in place (e.g. option to purchase, first right of refusal, etc.).

XVII. Standstill Agreement: Following the execution of this Letter of Intent, and until the Closing, the Principal Members, agree not to sell any portion of the Investment.

XVIII. Currency: All mentions of currency or the usage of the "\$" icon shall be known as referring to the US Dollar.

XIX. Governing Law: This Letter of Intent shall be governed under the laws by the State of California


XX. Counterparts and Electronic Means: This Letter of Intent may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery to us of an executed copy of this Letter of Intent by electronic facsimile transmission or other means of electronic communication capable

Synergy Alliance LLC

of producing a printed copy will be deemed to be execution and delivery to us of this Letter of Intent as of the date of successful transmission to us.

XXI. Severability. In case any provision or wording in this Letter of Intent shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.


INVESTOR:

Investor's Signature. 

Print Name Sam Boyer – Higher Ground Management

Date 02/25/2020

PRINCIPAL MEMBER(S)

Principal Member's Signature 

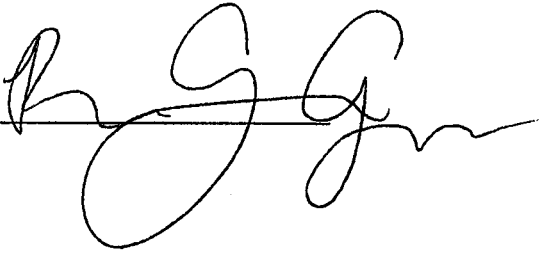
Print Name Sam Boyer

Date 02/25/2020

Principal Member's Signature 

Print Name Yvonne Green

Date 02/25/2020

Principal Member's Signature 

Print Name Reginald Johnson Jr.

Date 02/25/2020

LETTER OF INTENT TO INVEST/CREDIT LETTER

RE: Investment into Oakland Dispensary

This investment letter of intent, (the "Letter of Intent"), represents the basic terms for an agreement. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the parties involved.

I. The Investor: Patricia A Boyer

II. The Investment: '99 High Art Healing'

III. Investment Amount: \$450,000

IV. Principal Members: Sam Boyer, Yvonne Green, Reginald Johnson

V. The Transaction: The Investor will enter into an agreement with the Principal Members in the amount of (\$ 450,000) for a loan at 10% interest payable over 10 years which may be convertible to equity

VI. Structure: In order to facilitate a closing all parties agree to do their best efforts to formulate a formal agreement or Closing that:

- a. Complies with all federal, state, and local regulatory requirements;
- b. Minimize or eliminate any adverse tax consequences; and
- c. Be as cost effective as possible.

VII. Financing: The Investor has made it known that this Letter of Intent is conditional not conditional on their ability to obtain financing.

If this letter is conditional on financing, it shall be under the following terms: _____

VIII. Access to Information: After the execution of this Letter of Intent the Investor, and its advisors, shall have full access to any and all information about the Investment. The Investor shall maintain a fiduciary duty to keep the information that it obtains confidential and agrees to not share with any third (3rd) party unless the Principal Members give their written consent.

IX. Return of Materials: Any information that is obtained by the Investor through the Principal Members shall be returned if a formal agreement cannot be reached.

X. Investment Conditions: It shall be the obligation of the Investor to review all materials provided and, subject to the satisfaction of the Investor, enter into a formal agreement within 15 days after receiving all necessary materials.

In addition, the conditions of the investment include:

Synergy Alliance LLC

- a. The review and approval of all materials in the possession and control of the Principal Members;
- b. The Investor and its advisors having had a reasonable opportunity to perform the searches and due diligence to their satisfaction;
- c. The Investor being able to communicate with necessary clients, customers, vendors, tenants, or other third (3rd) party necessary; and
- d. Synergy Alliance is awarded their dispensary license by the City of Oakland.

XI. Closing: Investment shall close 30 days after Synergy Alliance is awarded there dispensary license from there city of Oakland.

XII. Closing Costs: All costs associated with the Closing shall be the responsibility of Investor Principal Members Both parties bearing their own expenses.

XIII. Confidentiality: All negotiations regarding the Investment between the Investor and Principal Members shall be confidential and not to be disclosed with anyone other than respective advisors and internal staff of the parties and necessary third (3rd) parties. No press or other public release will be issued to the general public concerning the proposed Investment without the mutual consent or as required by law, and then only upon prior written notice to the other party unless otherwise not allowed.

XIV. Formal Agreement: Choose One (1)

Pending the satisfaction of all materials by the Investor within 25_days a formal agreement shall be established between the parties.

There shall be no formal agreement created.

XV. Good Faith Negotiations: The Investor and the Principal Members agree to act in an honest and diligent manner to enter into "good faith" negotiations in order to execute a formal agreement and/or close the transaction.

XVI. Exclusive Opportunity: Following the execution of this Letter of Intent, the parties agree to not negotiate or enter into discussions with any other party unless there are any existing agreements in place (e.g. option to purchase, first right of refusal, etc.).

XVII. Standstill Agreement: Following the execution of this Letter of Intent, and until the Closing, the Principal Members, agree not to sell any portion of the Investment.

XVIII. Currency: All mentions of currency or the usage of the "\$" icon shall be known as referring to the US Dollar.

XIX. Governing Law: This Letter of Intent shall be governed under the laws by the State of California

XX. Counterparts and Electronic Means: This Letter of Intent may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery to us of an executed copy of this Letter of Intent by electronic facsimile transmission or other means of electronic communication capable

Synergy Alliance LLC

of producing a printed copy will be deemed to be execution and delivery to us of this Letter of Intent as of the date of successful transmission to us.

XXI. Severability. In case any provision or wording in this Letter of Intent shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

INVESTOR:

Investor's Signature. Patricia A. Boyer

Print Name Patricia A Boyer

Date 02/20/2020

PRINCIPAL MEMBER(S)

Principal Member's Signature SB

Print Name Sam Boyer

Date 02/20/2020

Principal Member's Signature YG

Print Name Yvonne Green

Date 02/20/2020

Principal Member's Signature RJJ

Print Name Reginald Johnson Jr.

Date 02/20/2020

ALLS ADVISORS
RPO

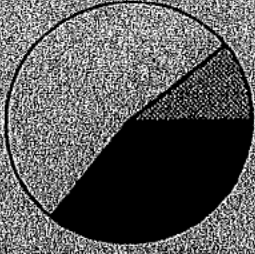
Press summary

ing value
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Withdrawn
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Pressing value

Portfolio summary

CURRENT



ASSETS

- Cash and sweep balances
- Stocks, options & ETFs
- Fixed income securities
- Mutual funds
- Asset value

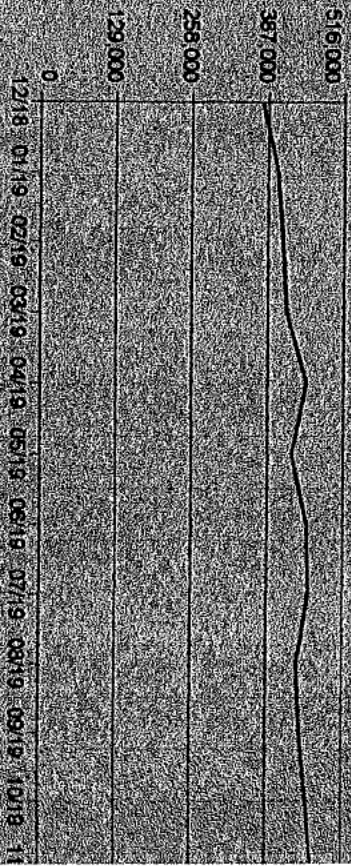
ASSET TYPE

SNAPSHOT

PATRICIA BOYER REV TR
PATRICIA F BOYER TTEE
UIA DTID:06/08/1991

NOVEMBER 1 2019 - NOVEMBER 30 2019
ACCOUNT NUMBER: 6256-2501

Value over time



PREVIOUS VALUE ON OCT 31 % CURRENT VALUE ON NOV 30 % ESTIMATED ANNUAL INCOME



Synergy Alliance LLC

**Limited Liability Company Agreement
Synergy Alliance LLC
A Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Synergy Alliance LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Synergy Alliance LLC, a Member-managed California limited liability company (the "Company") formed under and pursuant to California law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under California law absent such a provision, this Agreement, to the extent permitted under California law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

3003 Telegraph Avenue, Oakland, California 94609, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Reginald Johnson Jr.. The Agent's registered office is 3003 Telegraph Avenue, Oakland, California 94609. The Company may change its registered office, its registered agent, or both, upon filing a statement with the California Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

Synergy Alliance LLC will be a storefront providing "plant medicine" products and services.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under California law.

Synergy Alliance LLC

C. Duration. The Company's term shall commence Organization and all other such necessary mater Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by California law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or California law.

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest at the time of adoption of this Agreement are as follows:

Reginald C Johnson Jr., 70%

Sam Boyer, 15%

Yvonne DeLaRosa Green, 15%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by California law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to

Synergy Alliance LLC

return such Initial Contributions, or value thereof against any other Member except as is expressly otherwise allowed by law.

- D. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 30 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 30 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

- E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.
1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
 2. *Partial transfer.* If a Member transfers only a portion of its Membership

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Interest, the transferee shall be admitted Member upon its execution of an instrument bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms

relating to the amounts paid thereunder)
available in comparable business transac
person that was not a Member;

7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other California limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of California.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents

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thereto. The Members shall refrain from conduct of the Company's business unless the interested Member, ~~consents thereto~~. In the event that a Member is the sole Member of the Company, no vote shall be required.

3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
 4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - i. One or more Members, Officers, or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
 - iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.
- I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.
- J. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving

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compensation therefor.

- K. **Members as Agents.** All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

IV. **Accounting and Distributions.**

- A. **Fiscal Year.** The Company's fiscal year shall end on the last day of December.
- B. **Records.** All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. **Distributions.** Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. **Tax Treatment Election.**

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-corporation or a Partnership at any time.

VI. **Officers.**

- A. **Appointment and Titles of Officers.** The initial Officers shall be appointed by the Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Members. The Members may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by California law. The Members may appoint such other Officers and agents as they shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Members. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members may be removed at any time, with or without cause, by the affirmative

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vote of a majority of the Members. Any vacancy Company shall be filled by the Members. Unless title of an Officer is one commonly used for officers of a limited liability company formed under California law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Members, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Members are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:
 - i. where required or permitted by law or this Agreement to be otherwise signed and executed;
 - ii. where signing and execution thereof shall be expressly delegated by the Members to some other Officer or agent of the Company.
2. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Members may from time to time prescribe.
3. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Members (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Members may from time to time prescribe.
4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by California law, and shall perform such other duties as may be prescribed by the Members or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Members (or if there be no such determination, then in order

Synergy Alliance LLC

of their election), shall, in the absence of the Secretary's inability to act, perform the duties of the Secretary and shall perform such other duties and have such other powers as the Members may from time to time prescribe.

5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Members. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Members and shall render to the Chairman and to the Members, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Members forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to California law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Members (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Members may from time to time prescribe.

B. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Members not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

C. Fiduciary Duties of the Officers.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Officer shall have a fiduciary duty of loyalty and care similar to that of officers of limited liability companies organized under the laws of California.
2. *Competition with the Company.* The Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by

Synergy Alliance LLC

individual vote, of the Members, excluding the interested Officer if that Officer is a Member, consents thereto. The Officers shall manage and conduct the business of the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members, excluding the interested Officer if that Officer is a Member, consents thereto. In the event that the interested Officer is the sole Member, no vote shall be required.

3. *Duties Only to the Company.* The Officers' fiduciary duties of loyalty and care are to the Company and not to the Members or other Officers. The Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the Members, but shall owe no such duties to Officers unless the Officer is a Member. An Officer who so performs their duties shall not have any liability by reason of being or having been an Officer.
4. *Reliance on Reports.* In discharging the Officer's duties, an Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - i. One or more Members, Officers, or employees of the Company whom the Officer reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Officer reasonably believes are within the persons' professional or expert competence.
 - iii. A committee of Members of which the affected Officer is not a participant, if the Officer reasonably believes the committee merits confidence.

VII. Dissolution.

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

Synergy Alliance LLC

- B. Winding Up. Upon the occurrence of any event, the Company shall continue solely for the purpose of winding up in a proper manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of California shall have been canceled in the manner required by California law.
- E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.
- G. Notice to California Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with California and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

Synergy Alliance LLC

VIII. Exculpation and Indemnification.

- A. No Member, Officer, employee or agent of th
affiliate of a Member (collectively, the "Covered Persons") shall be liable to the
Company or any other person who has an interest in or claim against the Company for
any loss, damage or claim incurred by reason of any act or omission performed or
omitted by such Covered Person in good faith on behalf of the Company and in a
manner reasonably believed to be within the scope of the authority conferred on such
Covered Person by this Agreement, except that a Covered Person shall be liable for
any such loss, damage or claim incurred by reason of such Covered Person's gross
negligence or willful misconduct.
- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to
indemnification from the Company for any loss, damage or claim incurred by such
Covered Person by reason of any act or omission performed or omitted by such
Covered Person in good faith on behalf of the Company and in a manner reasonably
believed to be within the scope of the authority conferred on such Covered Person by
this Agreement. Expenses, including legal fees, incurred by a Covered Person
defending any claim, demand, action, suit or proceeding shall be paid by the
Company. The Covered Person shall be liable to repay such amount if it is determined
that the Covered Person is not entitled to be indemnified as authorized in this
Agreement. No Covered Person shall be entitled to be indemnified in respect of any
loss, damage or claim incurred by such Covered Person by reason of such Covered
Person's gross negligence or willful misconduct with respect to such acts or omissions.
Any indemnity under this Agreement shall be provided out of and to the extent of
Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of
the Company and upon such information, opinions, reports or statements presented to
the Company by any person as to matters the Covered Person reasonably believes are
within such other person's professional or expert competence and who has been
selected with reasonable care by or on behalf of the Company, including information,
opinions, reports or statements as to the value and amount of the assets, liabilities, or
any other facts pertinent to the existence and amount of assets from which distributions
to the Members might properly be paid.
- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary
duties) and liabilities relating thereto to the Company or to any other Covered Person,
a Covered Person acting under this Agreement shall not be liable to the Company or
to any other Covered Person for its good faith reliance on the provisions of this
Agreement. The provisions of the Agreement, to the extent that they restrict the duties
and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by
the Members to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article VIII shall survive any termination of this

Synergy Alliance LLC

Agreement.

IX. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VIII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

X. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of California.

XI. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

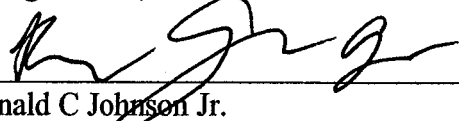
XII. General Provisions.


- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

Synergy Alliance LLC

- D. Severability. The provisions of this Agreement each other, and no provision shall be affected (virtue of the fact that for any reason any other or parts of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of California (without regard to conflicts of law principles thereof).
- G. Application of California Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of California law.
- H. Amendment. This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with California law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of February 27, 2020.

Signature: 
Reginald C Johnson Jr.

Signature: 
Sam Boyer

Signature: 
Yvonne DeLaRosa Green

Synergy Alliance LLC

LETTER OF INTENT TO INCUBATE

This letter is intended to confirm our understanding and to summarize the principal terms of a proposal being considered by GENERAL APPLICANT and EQUITY APPLICANT, regarding the potential incubation of EQUITY APPLICANT, pursuant to O.M.C. §§5.80 & 5.81 et. seq. (the "Possible Transaction"). In this letter, the GENERAL APPLICANT is sometimes referred to as the INCUBATOR, the EQUITY APPLICANT is sometimes referred to as the INCUBATEE, and the INCUBATOR and INCUBATEE are sometimes referred to collectively as the "Parties".

GENERAL APPLICANT (INCUBATOR): Synergy Alliance LLC _____

EQUITY APPLICANT (INCUBATEE): Sungrown Cultivations _____

PERMIT(S) INCUBATED:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Cultivation | <input type="checkbox"/> Testing Laboratory |
| <input checked="" type="checkbox"/> Non-Volatile Manufacturing | <input type="checkbox"/> Storefront Retail |
| <input type="checkbox"/> Volatile Manufacturing | <input checked="" type="checkbox"/> Non-Storefront Retail |
| <input checked="" type="checkbox"/> Distribution | |

PROPOSED SITE(S):

General Applicant shall sublease a portion of their permissible location to Equity Applicant and shall further incubate Equity Applicant within said portion of the General Applicant's premises.

General Applicant shall incubate Equity Applicant in a separate permissible location, to be identified by the Equity Applicant.

TERMS

The Parties wish to commence negotiating a definitive written agreement, whereby the GENERAL APPLICANT shall incubate the EQUITY APPLICANT, in accordance with O.M.C. §§5.80 & 5.81 et. seq., upon the terms and conditions outlined below.

- 1. BASIC TRANSACTION.** INCUBATOR will sign a guaranty and pay the rent due for the incubated square footage at the Proposed Location, to be utilized by INCUBATEE's business operations, inclusive of "Base Rent" as well as any "Additional Rent" as defined under the relevant lease agreement. INCUBATOR shall further provide for the acquisition, installation and implementation of any security measures and/or security infrastructure for the Proposed Location, as required by the City of Oakland's municipal code and/or as determined by the Oakland Police Department ("OPD") in the course of any security inspection conducted at the Proposed Location by either the City of

Synergy Alliance LLC

Oakland or OPD. The required security measures include, but are not necessarily limited to: security camera systems, alarm systems, commercial grade locks, and a safe.

2. **TERM.** Three (3) years from date INCUBATEE is approved for a full operating permit to conduct the incubated commercial cannabis activity at the Proposed Location, issued by the City of Oakland.
3. **LEASED PREMISES.** Unless otherwise expressly agreed to in writing, the incubated square footage at the Proposed Site is a minimum of 1,000 square feet per permit being incubated at said site.
4. **LEASE AGREEMENT & GUARANTY.** INCUBATOR shall have final say as to the terms of any incubated lease agreement and guarantee thereof, between INCUBATEE and the landlord of any separate proposed site where the INCUBATEE shall be incubated. In no event, shall the INCUBATOR be obligated to guarantee any portion of INCUBATEE's proposed site, beyond the actual square footage being incubated, without express prior written consent of the INCUBATOR.
5. **COSTS.** INCUBATOR and INCUBATEE will each be responsible for, and bear all of their own costs and expenses associated with entering into this letter of intent, and any subsequent definitive written incubation agreement, lease, sublease, or guaranty.
6. **REPRESENTATIONS MADE BY EQUITY APPLICANT.** EQUITY APPLICANT represents and warrants that they qualify for the City of Oakland's Commercial Cannabis Equity Permit Program, as defined under O.M.C. §§5.80 & 5.81 et. seq., and that EQUITY APPLICANT has obtained and can produce the requisite documentation to verify said qualification. EQUITY APPLICANT further represents and warrants that they have completed the City of Oakland's Live Scan requirement, and that the results of their background check will not interfere with the EQUITY APPLICANT obtaining both local and state approvals to conduct commercial cannabis activity.
7. **EXCLUSIVE DEALING.** In consideration for the time and expense the INCUBATOR will spend in connection with the Possible Transaction, INCUBATEE agrees that until termination of this letter, as hereafter defined, INCUBATEE will not, directly or indirectly, through any representative, employee, officer, director, agent or otherwise initiate, solicit, negotiate, entertain, or accept, propose, offer, negotiate with or in any manner encourage, discuss, accept, or consider any proposal or offer from any other person or entity relating to the subject matter of this letter, as it relates to the incubated permits identified above.
8. **TERMINATION.** This Letter of Intent shall terminate automatically if: (i) INCUBATEE fails to identify a mutually agreeable and permissible location within forty-five (45) days from the date of the retail license awarded to incubator; and/or (ii) if INCUBATEE fails to enter into a definitive written lease or sublease for a mutually agreeable and permissible location within ninety (90) days of the date of the retail license awarded. Further, the breach of any

Synergy Alliance LLC

material representation or warranty made by the EQUITY APPLICANT herein, shall operate as an immediate revocation and termination of this Letter of Intent.

9. **EFFECT OF LETTER.** The provisions of this letter are intended only as an expression of interest on behalf of the INCUBATOR and INCUBATEE, are not intended to be legally binding on any party, and are expressly subject to the negotiation and execution of an appropriate Lease (or Sublease) and Guaranty. This Letter of Intent is merely a guide to the preparation of a mutually satisfactory agreement. Nothing in this Letter of Intent shall be construed to preclude other provisions from being inserted into, deleted from, or altered in the course of negotiating and executing a definitive written Lease (or Sublease) and/or Guaranty, at the request of either party. In addition, nothing in this letter should be construed as an offer or commitment on the part of INCUBATOR to enter into a lease. Except as expressly provided herein, no past or future action, course of conduct, or failure to act relating to the Lease and/or Guaranty, or relating to the negotiation of the terms of the Lease and/or Guaranty, will give rise to or serve as a basis for any obligation or other liability on the part of the Parties.
10. **CONFIDENTIALITY.** The Parties hereby agree to keep the nature of this letter confidential, and under no circumstances shall either party make any public disclosures about the intended transaction prior to entering into definitive agreements. The Parties are hereby authorized to disclose the intended transaction to consultants, advisors, regulators, and any other parties for the purposes of further facilitating the intended transaction and to secure local and/or state authorization to conduct commercial cannabis activity.
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 - c. *Governing Law.* All matters relating to or arising out of this Letter of Intent and the rights of the Parties, whether arising from contract, tort, or otherwise, will be governed by and construed and interpreted under the laws of the State of California, without regard to conflicts of laws principles that would require the application of any other law.
 - d. *Arbitration.* Any claim or dispute arising under or relating to this Agreement, or a breach thereof, shall be finally resolved by binding arbitration in Oakland, California, or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis and pursuant to the Commercial

Synergy Alliance LLC

Arbitration Rules of the American Arbitration Association. An award of arbitration may be confirmed in a court of competent jurisdiction in California.

- e. *Counterparts.* This letter may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. A manual signature on this letter whose image shall have been transmitted electronically will constitute an original signature for all purposes. The delivery of copies of this letter, including executed signature pages, by electronic transmission will constitute effective delivery of this letter for all purposes.


GENERAL APPLICANT AND EQUITY APPLICANT ACKNOWLEDGE THAT THIS LETTER OF INTENT REPRESENT A WRITTEN AGREEMENT FORMALIZING THE TRANSACTION. THIS LETTER IS INTENDED AS THE BASIS FOR THE PREPARATION OF AN INCUBATION AGREEMENT, LEASE, SUBLEASE AND/OR GUARANTEE (the "DEFINITIVE WRITTEN AGREEMENT"). THE DEFINITIVE WRITTEN AGREEMENT SHALL BE SUBJECT TO THE APPROVAL OF GENERAL APPLICANT AND EQUITY APPLICANT, AND ONLY A FULLY EXECUTED DEFINITIVE WRITTEN AGREEMENT SHALL CONSTITUTE AN AGREEMENT TO INCUBATE AMONGST THE PARTIES. EXCEPT AS TO THE OBLIGATIONS OF GENERAL APPLICANT AND EQUITY APPLICANT SET FORTH IN PARAGRAPHS 7, 10, AND 11 ABOVE, THE TERMS AND PROVISIONS OF THIS PROPOSAL ARE NON-BINDING. THE SIGNATORIES TO THIS LETTER OF INTENT FURTHER WARRANT THAT THEY HAVE BEEN DULY AUTHORIZED TO EXECUTE THIS LETTER AND BIND THEIR RESPECTIVE PARTIES TO THE TERMS CONTAINED HEREIN.

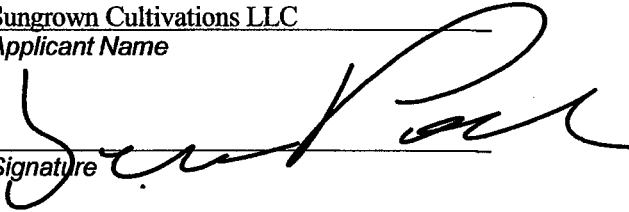
GENERAL APPLICANT (INCUBATOR):

EQUITY APPLICANT (INCUBATEE):

Synergy Alliance LLC
Applicant Name

Sungrown Cultivations LLC
Applicant Name


Signature


Signature

Sam Boyer
Name (Print)

Jeron Poole
Name (Print)

COO
Title

CEO
Title



Conditional Approval Jeron Poole

CannabisApp <CannabisApp@oaklandnet.com>

Sun, May 13, 2018 at 9:08 AM

To: Sabir Al-Mansur [REDACTED]

Cc: CannabisApp <CannabisApp@oaklandnet.com>

Dear Applicant:

Thank you for submitting your medical cannabis permit application and supporting documents. Your equity status has been verified.

Congratulations, you have been conditionally approved for Delivery Only Dispensary, Indoor Cultivation; Volatile & Non-volatile Manufacturing, Distributor and Lab Testing. This approval is conditioned upon your identifying a business location within the allowable zones, submitting the remaining supporting documents to cannabisapp@oaklandnet.com and completing and returning the inspection card.

Once you return a completed inspection card to our office we will schedule a site visit with you and OPD.

If you have any questions, please do not hesitate to contact me

Thanks,

Nancy Marcus

Special Activity Permits

Synergy Alliance LLC

LETTER OF INTENT TO INCUBATE

This letter is intended to confirm our understanding and to summarize the principal terms of a proposal being considered by GENERAL APPLICANT and EQUITY APPLICANT, regarding the potential incubation of EQUITY APPLICANT, pursuant to O.M.C. §§5.80 & 5.81 et. seq. (the "Possible Transaction"). In this letter, the GENERAL APPLICANT is sometimes referred to as the INCUBATOR, the EQUITY APPLICANT is sometimes referred to as the INCUBATEE, and the INCUBATOR and INCUBATEE are sometimes referred to collectively as the "Parties".

GENERAL APPLICANT (INCUBATOR): Synergy Alliance LLC _____

EQUITY APPLICANT (INCUBATEE): Mari Go Round _____

PERMIT(S) INCUBATED:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Cultivation | <input type="checkbox"/> Testing Laboratory |
| <input checked="" type="checkbox"/> Non-Volatile Manufacturing | <input type="checkbox"/> Storefront Retail |
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Synergy Alliance LLC

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Synergy Alliance LLC

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Synergy Alliance LLC

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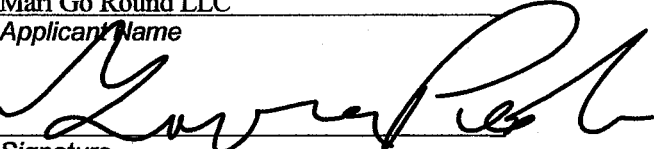
GENERAL APPLICANT (INCUBATOR):

EQUITY APPLICANT (INCUBATEE):

Synergy Alliance LLC
Applicant Name

Mari Go Round LLC
Applicant Name


Signature


Signature

Sam Boyer
Name (Print)

Garren Poole
Name (Print)

COO
Title

CEO
Title



Conditional Approval - Garron Poole

CannabisApp <CannabisApp@oaklandnet.com>

Sun, May 13, 2018 at 9:05 AM

To: Sabir Al-Mansur [REDACTED]

Cc: CannabisApp <CannabisApp@oaklandnet.com>

Dear Applicant:

Thank you for submitting your medical cannabis permit application and supporting documents. Your equity status has been verified.

Congratulations, you have been conditionally approved for Delivery only Dispensary, Indoor Cultivation; Volatile & Non-volatile Manufacturing, Distributor, and Lab Testing. This approval is conditioned upon your identifying a business location within the allowable zones, submitting the remaining supporting documents to cannabisapp@oaklandnet.com and completing and returning the inspection card.

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If you have any questions, please do not hesitate to contact me

Thanks,

Nancy Marcus

Special Activity Permits

Synergy Alliance LLC

LETTER OF INTENT TO INCUBATE

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GENERAL APPLICANT (INCUBATOR): Synergy Alliance LLC _____

EQUITY APPLICANT (INCUBATEE): Amenta Medicinals _____

PERMIT(S) INCUBATED:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Cultivation | <input type="checkbox"/> Testing Laboratory |
| <input checked="" type="checkbox"/> Non-Volatile Manufacturing | <input type="checkbox"/> Storefront Retail |
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Synergy Alliance LLC

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Synergy Alliance LLC

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GENERAL APPLICANT (INCUBATOR):

EQUITY APPLICANT (INCUBATEE):

Synergy Alliance LLC

Amenta Systems Research and Development LLC

Applicant Name

Applicant Name


Signature


Signature

Sam Boyer
Name (Print)

Sabir Al-Mansur
Name (Print)

COO
Title

CEO
Title



Sabir Al Mansur - Equity Verification

CannabisApp <CannabisApp@oaklandnet.com>

Sun, Apr 8, 2018 at 8:23 AM

To: Sabir Al-Mansur [REDACTED]

Cc: CannabisApp <CannabisApp@oaklandnet.com>

Dear Sabir Al Mansur:

Thank you for submitting your cannabis permit application and supporting documents. This email is to confirm that your eligibility has been reviewed and verified.

As you may be aware, equity applicants are exempt from city permitting fees under OMC 5.80.045(C) and 5.81.060(C).

When you visit the building and fire departments to schedule inspections, please present a copy of this email confirming your equity status to these departments. This will help minimize confusion and ensure our limited city resources are spent per the policies determined by our council.

If you have any questions, please do not hesitate to contact me.

Sincerely,
Nancy Marcus
Administrative Assistant
Special Activity Permits
510-238-3294