

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is entered into by and between MARLEY GREEN LLC (“Licensor”), and SW HOLDINGS INC. (“Licensee”) as of November 20, 2020 (the “Effective Date”). No rights of any kind in or to the Licensed Property shall vest in Licensee and Licensor shall have no obligations to Licensee hereunder, unless and until: (a) this Agreement has been executed by an authorized signatory of Licensee and accepted and executed by an officer of Licensor, and (b) satisfaction of any other requirements set forth in the Agreement. This Agreement and any oral negotiations are deemed to be a proposal by Licensee to acquire a license from Licensor which Licensor is not obligated to consider or accept until the above conditions are met. No employee, agent, or representative of Licensor has authority to enter into any oral agreement, revision or amendment with respect to the subject matter hereof. If accepted by Licensor, this Agreement consists of the Summary of Commercial Terms and Select Definitions set forth below (“Summary of Commercial Terms”), the Standard Terms & Conditions, and all Exhibits and Schedules attached hereto, which are incorporated herein by reference. In the event of a conflict between this Summary of Commercial Terms and the Standard Terms & Conditions set forth below, the Summary of Commercial Terms shall supersede, govern and control.

### SUMMARY OF COMMERCIAL TERMS

- A. Licensor:** “Licensor” shall mean Marley Green LLC.
- Address: c/o CAA-GBG  
Empire State Building  
350 Fifth Avenue  
New York, NY 10118
- B. Licensee:** “Licensee” shall mean SW Holdings Inc. dba Silo Wellness.
- Address: 6250 Aster St., Suite D  
Springfield, OR 97478
  - Telephone No.: 541-525-9190
  - Contact: Mike Arnold
  - E-Mail: mike.arnold@silowellness.com
  - Website: www.SiloWellness.com
- C. Licensed Property:** “Licensed Property” shall mean the approved name, approved likeness, approved photograph, approved image, specific approved copyrights, specific approved logos, specific approved trademarks, rights of publicity and other indicia associated with the late Robert Nesta Marley (professionally known as “Bob Marley”). All uses of Licensed Property under this Agreement are subject to the prior review and express written approval of Licensor.
- D. Licensed Products:** “Licensed Products” shall mean psychedelic and/or medical or nutraceutical functional mushrooms and products derived from or which utilize such mushrooms as an ingredient where and as the cultivation, procurement and/or sale of such mushrooms and/or products containing the same, is legal. For the sake of clarity,

nothing herein shall prohibit Licensor from licensing goods and/or services that include mushrooms, provided such mushrooms are not psychedelic or otherwise intended for wellness or medical use, such as for culinary purposes (e.g., mushrooms as part of a dish on a menu in connection with a restaurant services license and/or provided in connection with a meal kit service).

- E. Territory:** “Territory” shall mean worldwide where legal, and as such territories legalize the use and sale of Licensed Products.
- F. Exclusivity:** Exclusive
- G. Term:** From the Effective Date through July 31, 2025 (the “Initial Term”). The Term shall automatically renew for an additional five years (the “Renewal Term”) upon expiration of the Initial Term provided (i) total Net Sales during the Initial Term exceed USD fifteen million (\$15,000,000); and (ii) Licensee is not in breach of the Agreement. Together, the Initial Term and Renewal Term are collectively referred to herein as the Term.

For the sake of this Agreement, as used herein “Contract Year” and/or “CY” shall mean the 12-month period beginning on August 1 and ending July 31 for each applicable year of the contract. By way of example only, CY 1 shall refer to the period commencing on the Effective Date and ending July 31, 2021 and CY 2 shall refer to the period commencing on August 1, 2021 and ending on July 31, 2022.

- H. Royalties:** The “Royalty” or “Royalties” shall mean ten percent (10%) of Net Sales of Licensed Products.

“Net Sales” shall mean the gross sales of Licensed Products excluding only applicable taxes. No deduction may be made for early payments, bad debts, advertising allowances or special promotions of any kind or for costs incurred in the manufacture, sale, advertising or promotion of the Licensed Products.

“Percentage Royalties” shall mean, for each calendar quarter of the Term, the royalties earned by Licensor under this Agreement, which shall be due and payable to Licensor within thirty (30) days following the completion of each calendar quarter of the Term.

Percentage Royalties shall be calculated by multiplying the applicable Royalty rate (e.g., 10%) by the Licensee’s Net Sales of the Licensed Products.

- I. Guaranteed Minimum Royalty (“GMR”)** During the Initial Term:
- CY 1: \$500,000 due and payable upon release of funds escrowed by Cannaccord on or about the public listing of Licensee or its parent and in no event later than ten (10)

days following the public listing of Licensee or its parent. Licensee will immediately wire the funds for the full amount once available. No press release or promotion of the definitive agreement shall be made until after payment has been wired and received. Notwithstanding the foregoing, the parties acknowledge that it is expected that Licensee and/or its parent may be required to disclose the parties to and material terms of this Agreement in the Listing Statement filed with the Canadian Securities Exchange. In such event, Licensee shall obtain Licensor's prior written approval for any statements and/or representations regarding the parties' relationship and/or this Agreement before including the same in the Listing Statement.

- CY 2: \$600,000 due and payable in equal quarterly installments no later than 15 days after the end of each calendar quarter. Notwithstanding the foregoing, CY 2 GMR quarterly payments shall be postponed and not due until the earlier of: (a) thirteen (13) months following public listing; or (b) April 30, 2022 (the "Raise Period"). The postponement of quarterly payments shall be canceled and all CY 2 GMR payments then owing shall be accelerated and immediately due upon the earlier of: (a) the expiration of the Raise Period; and/or (b) upon Licensee's or its parent's successful post-public raise. Any GMR payments not yet owing at such time shall be due and payable in equal quarterly installments for the remainder of CY 2.
- CY 3: \$750,000 due and payable in equal quarterly installments no later than 15 days after the end of each calendar quarter.
- CY 4: \$900,000 due and payable in equal quarterly installments no later than 15 days after the end of each calendar quarter.
- CY 5: \$1,000,000 due and payable in equal quarterly installments no later than 15 days after the end of each calendar quarter.

The GMR for each CY of the Renewal Term shall be the greater of (i) \$1,000,000; or (ii) seventy-five percent (75%) of the immediately preceding CY's actual earned Royalties. Such GMR shall be due and payable in equal quarterly installments no later than 15 days after the end of each calendar quarter of the Renewal Term.

The GMR is paid as a non-refundable advance towards amounts due as Royalties, and shall be applied against the Royalties due hereunder. If the GMR paid is greater than the Royalty amount owed in any given CY quarter, there shall be no additional Royalty due for that particular quarter. No part of any GMR may be carried forward or backward as a credit from the Initial Term to any Renewal Term, or vice versa, or from one Renewal Term to another or to the Sell-Off Period; provided that any part of a GMR can be carried backward or forward within the quarters of a given CY and from any CY to another CY within the Initial Term or any particular Renewal Term.

- J. Permitted Distribution Channels:** “Permitted Distribution Channels” shall mean specialty stores, e-commerce sales (including Silo Wellness-branded sites and [www.MarleyMushrooms.com](http://www.MarleyMushrooms.com)), grocery stores, mass merchandisers and such other channels as the parties may agree in writing, in all instances as and where legal. Discount stores and off-price retailers or their equivalent, and flea markets or similar venues, are excluded, as well as the additional restrictions set forth in Section 1(b) of the Standard Terms & Conditions below.
- K. Charitable Commitment:** Licensee shall make a contribution to a charity of Licensee’s choice in an aggregate amount equal to one percent (1%) of Net Sales for each CY of the Term, such amount to be determined at the end of each applicable CY. Notwithstanding the foregoing, Licensee shall, prior to the donation, consult with Licensor regarding the choice of charity.
- L. Advertising Commitment:** Licensee shall utilize best efforts to maximize the sales, marketing, and distribution of the Licensed Products, but which shall be no less than a Minimum Advertising Commitment of ten percent (10%) of gross sales for the immediately preceding Contract Year, with the Minimum Advertising Commitment for CY 1 being \$50,000 Notwithstanding the foregoing, Licensee shall ensure that its advertising, marketing and sales efforts undertaken hereunder, and all collateral materials related thereto, comply with all laws and regulations relating to the marketing and sale of Licensed Products in the jurisdiction where such advertisement, marketing and sales occur.
- M. Manager:** “Manager” shall mean Courtney White or Doreen Crujeiras.
- Address: c/o CAA-GBG  
Empire State Building  
350 Fifth Avenue  
New York, NY 10118
  - Telephone No.: (212) 277-9000
  - E-Mail: [courtney@bobmarley.com](mailto:courtney@bobmarley.com)  
[doreen@bobmarley.com](mailto:doreen@bobmarley.com)

- N. Stock Grant Acknowledgment** The Parties acknowledge that on September 16, 2020 Licensee granted to Licensor 2,000,000 shares of common stock in Licensee (the “Stock Grant”) in accordance with the August 14, 2020 superseding term sheet setting forth certain terms of this Agreement (the “Superseding Term Sheet”). Licensee further acknowledges that, as provided in the Superseding Term Sheet, the Parties’ execution of this Agreement satisfies any and all conditions on the Stock Grant such that the Stock Grant is no longer subject to rescission.
- O. Advisory Seat:** Licensee shall offer a position with its Board of Advisors to a member of Licensor chosen at Licensor’s discretion subject to Licensee’s good faith approval, which shall not be unreasonably withheld. For the sake of clarity, Licensor is under no obligation to accept Licensee’s offer and/or otherwise make any member of Licensor available in connection with such offer.
- P. Special Termination Rights:** **Licensee’s Special Termination Rights:** In addition to those termination rights set forth in the Standard Terms & Conditions, Licensee shall have the option to terminate this Agreement, in its sole discretion and without cause, following CY 2 provided Licensee provides Licensor with written notice of its decision to exercise its option to terminate no later than May 31, 2022. Should Licensee exercise its option to terminate, Licensee shall pay to Licensor a termination fee of \$500,000 no later than July 31, 2022 and shall cause payment to be made on any and all GMRs or Royalties due and owing through July 31, 2022 to be made by such date. After such time, the standard termination rights set forth in Section 10 of the Standard Terms & Conditions shall apply.
- Licensor’s Special Termination Rights:** In addition to those termination rights set forth in the Standard Terms & Conditions, Licensor shall have the option to terminate this Agreement, in its sole discretion, should the public listing contemplated in Section I hereof fail to occur by March 31, 2021 and provided Licensor gives Licensee written notice of its decision to terminate within thirty (30) days of such date. Likewise, should Licensee fail to successfully complete its post-public raise within the Raise Period, Licensor shall have the option to terminate this Agreement, in its sole discretion, provided Licensor gives Licensee written notice of its decision to terminate within thirty (30) days of the expiration of the Raise Period. The foregoing special termination rights shall apply in addition to the standard termination rights set forth in Section 10 of the Standard Terms & Conditions hereto.
- Q. Quality Control / Approval Rights** In order to preserve the goodwill associated with the Licensed Property, Licensee shall use the Licensed Property only in connection with Licensed Products that are of a high standard of quality and shall take corrective action reasonably acceptable to Licensor should the Licensed Products & Services fail to meet

such standard of quality. In addition to the approval rights set forth in Section 6 of the attached Standard Terms & Conditions, Licensor shall have a right of prior written approval with respect to any of the Licensed Products offered hereunder. In connection with this approval right, Licensor shall be entitled to review representative pre-production samples of new Licensed Products, provided that, if Licensee reasonably determines that distribution of such samples is likely to violate any applicable law or regulation, Licensor shall (a) travel to the manufacturing site at its own expense and within the approval timelines set forth herein, or (b) provide approvals based on product specifications alone. Licensor's approval rights with respect to any applicable Licensed Products shall be exercised in accordance with all terms in this Agreement relating to Licensor's approval rights. Any manufacturers utilized by Licensee will be required to sign an agreement incorporating the terms of Licensor's form manufacturing addendum attached hereto as Exhibit A, as may be modified in accordance with the mutual approval of the parties. The parties hereby agree that a grower of psychedelic and/or medical or nutraceutical functional mushrooms shall be deemed a "manufacturer" for the purposes hereunder.

Without limiting the foregoing, and as Licensor's approval rights regarding the Licensed Property are described throughout this Agreement, Licensor shall have the right of prior written approval over the form and manner of presentation of the Licensed Property for all uses by Licensee hereunder on Licensed Products, as further described in Section 6 of the Standard Terms and Conditions so that Licensor can ensure Licensed Property brand integrity and consistency (provided, for the sake of clarity, that Licensee shall bear sole responsibility and, as between the parties, Licensee shall have the sole authority for analyzing and determining the legality of the Licensed Products (which legality assessment shall not be within Licensor's approval rights under this Agreement), the promotion thereof, and all uses of the Licensed Property in connection therewith). Licensee will use reasonable commercial efforts to inform Licensor about the nature and composition of the Licensed Products for which Licensor's approval is sought with respect to a particular form of the Licensed Property that is to be used in conjunction with such Licensed Products. In addition, Licensor shall have the right to inspect any retail operations controlled by Licensee or any of Licensee's manufacturer's premises solely to verify Licensee's compliance with this Section Q; provided that (i) Licensor shall deliver at least two (2) business days advance written notice of Licensor's intent to inspect using up to two (2) individuals identified by Licensor and reasonably acceptable to Licensee; (ii) such inspection shall occur during a one (1) day period at reasonable times within the regular business hours of the facility being inspected; and (iii) Licensor acknowledges that it may not be legally permitted to and in such case will not enter certain

facilities. If Licensor reasonably objects to a particular use of the Licensed Property in conjunction with any of the Licensed Products due to Licensor's good faith belief that such use is reasonably likely to injure the goodwill associated with the Licensed Property, the parties will discuss and agree in good faith upon a corrective action plan to be undertaken by Licensee that is reasonably acceptable to Licensor.

Licensor may elect to temporarily waive its approval rights for the Licensed Products by providing written notice to Licensee. To the extent Licensor has waived such approval rights, any product, and packaging or advertisements therefore, that meets all applicable regulatory testing and legality standards shall be deemed approved by Licensor as it relates to quality. Notwithstanding the foregoing, Licensor shall have the right to begin exercising its approval rights over such products at any time upon sixty (60) days' written notice to Licensee.

Licensor agrees to exercise its approval rights under this Section Q reasonably and to not unreasonably withhold, condition or delay any required approval. The approvals process shall be undertaken as described in the Standard Terms and Conditions.

**R. Licensor Representations & Warranties**

Licensor represents and warrants that: (i) it either owns or controls the Licensed Property or has license rights, and, if applicable, waivers of moral rights, thereto sufficient to grant the licenses granted to Licensee hereunder, and that it will maintain the sufficiency of those rights for the duration of the Initial Term and any Renewal Term; (ii) the use of the Licensed Property as contemplated herein by Licensee does not and will not infringe upon the trademark, copyright or other intellectual property or, to the best of Licensor's knowledge, proprietary rights, including privacy and publicity rights, of any third party; (iii) it is authorized to enter into this Agreement and to license the rights herein granted to Licensee; (iv) it has not sold, assigned, leased, licensed or in any manner disposed of or encumbered the exclusive rights herein granted to Licensee; and (v) Licensor is not in default of any license agreements that grant to Licensor exclusive rights regarding the Licensed Property, and Licensor will notify Licensee promptly in writing if any such license agreements are at risk for termination. Notwithstanding the foregoing, the Parties acknowledge that Licensor cannot guarantee trademark registration of the Licensed Property in all jurisdictions within the Territory for the Licensed Products, but will use reasonable business efforts to obtain trademark registrations for the Licensed Property in connection with the Licensed Products, when and where Licensed Product is sold, in its sole and absolute discretion.

**S. Licensee Representations & Warranties**

Licensee represents and warrants that: (i) it shall at all times comply with all applicable laws, rules and regulations, including those regarding the manufacturing, importation, packaging, promotion

and sale of Licensed Products; (ii) it shall not use the Licensed Property except as specifically permitted under this Agreement; (iii) it will advertise and promote the Licensed Products as a premium brand; (iv) it and its principals will conduct its business and affairs in a professional and workmanlike manner; (v) it is authorized to enter into this Agreement and to exploit the rights herein granted and is under no disability, restriction or prohibition from entering into or performing its obligations under this Agreement; and (vi) it is fully and properly licensed by the appropriate authority(ies) to grow and sell mushrooms and/or psychedelic mushrooms as contemplated herein.

**T. Security Agreement**

Licensee shall execute the Security Agreement and Patent Security Agreement attached hereto as Exhibits B and C, respectively, concurrently with the execution of this Agreement.

LICENSEE, BY ITS SIGNATURE, ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

This Agreement shall not become effective until it has been signed by Licensee and accepted by Licensor, on the appropriate signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**LICENSEE:**

**LICENSOR:**

**SW HOLDINGS INC. DBA SILO  
WELLNESS**

**MARLEY GREEN LLC**

By: MARLEY MERCHANDISING, LLC

By: <signed> Michael Arnold  
Name: Michael Arnold  
Title: President

By: MARLEY HOLDINGS LLC  
By: <signed> David Marley  
Name: David Marley  
Its: Manager

By:<signed> Cedella Marley  
Name: Cedella Marley  
Its: Manager

## **Standard Terms & Conditions**

Certain defined terms used in these Standard Terms & Conditions shall have the meaning ascribed to them in the Summary of Commercial Terms section of the Agreement.

### 1. Grant of Licenses.

(a) Licensor hereby grants to Licensee during the Term the exclusive, non-transferable, non-assignable, non-sublicensable, non-divisible right and license to utilize the Licensed Property solely within the Territory and solely in connection with the manufacture, advertising, promotion, sale, offering for sale, and distribution of the Licensed Products as and where legal.

(b) Licensed Products may only be sold through the Permitted Distribution Channels. Without limiting the foregoing, except as otherwise provided within the Summary of Commercial Terms, Licensee shall not sell or distribute Licensed Products by any direct marketing methods, including, without limitation, catalogs (other than Licensee's own catalogs), on-line and internet sales, television, infomercials (DRTV) or direct mail, without the prior written approval of Licensor in each instance, which shall be granted or withheld in Licensor's absolute and sole discretion.

(c) Unless expressly specified in the Summary of Commercial Terms, the rights granted herein do not include the rights in or to any name, images, likeness, photographs or other copyrighted works of or relating to Robert Marley. If not specifically identified as being included in the licenses and rights granted to Licensee hereunder, Licensee shall be solely responsible for obtaining written clearance from the copyright owner(s) whose image(s) and/or photograph(s) is (are) to be used on the materials that advertise and/or promote Licensed Products and for all costs and expenses relating thereto. Licensor agrees to reasonably cooperate in providing Licensee contact information of and putting Licensee in contact with any such owner(s).

(d) Licensee understands that Licensor has not authorized Licensee to use any musical composition, song lyrics, song titles, master recording, audio-visual recording, video and/or motion picture in connection with Licensed Products and/or in connection with any advertising or promotional material used to advertise or promote the sale of Licensed Products. Licensee shall be solely responsible for obtaining written clearance from the copyright owner(s) or the administrator(s) whose musical composition, song lyrics, song titles, master recording, audio-visual recording, video and/or motion picture is used and for the payment of all costs and expenses relating thereto. Licensor agrees to reasonably cooperate in providing Licensee contact information of and putting Licensee in contact with any such owner(s).

(e) All Licensed Products shall bear at least one Licensed Property and no Licensed Products shall be sub-branded, co-branded or sold or otherwise distributed under any marks other than the Licensed Property. All rights in and to the Licensed Property not specifically granted and licensed to Licensee hereunder are hereby reserved by Licensor and Licensor may exercise such rights at any time.

2. Term. The Term is defined in the Summary of Commercial Terms, unless sooner terminated in accordance with the terms of this Agreement.

### 3. Earned Royalties; Compensation

(a) In consideration of the rights granted herein, Licensee shall pay the Earned Royalties to Licensor in an amount equal to the greater of:

i. Guaranteed Minimum Royalties ("GMRs") in amounts set forth in the Summary of Commercial Terms; or

ii. Percentage royalties (“Percentage Royalties”) in an amount equal to the Royalty Rate set forth in the Summary of Commercial Terms multiplied by Licensee’s Net Sales (as defined in the Summary of Commercial Terms).

(b) GMRs shall be paid on the dates set forth in the Summary of Commercial Terms. Unless otherwise specified in the Summary of Commercial Terms, the GMR is paid as a non-refundable advance towards amounts due as Percentage Royalties for Licensed Products. No part of any GMR may be carried forward or backward as a credit from the Initial Term to the Renewal Term, or vice versa, or from any Contract Year to another Contract Year, or to any applicable Sell-Off Period. The GMR shall be deemed fully earned upon receipt.

(c) Percentage Royalties shall be due and payable to Licensor on a quarterly basis in arrears within thirty (30) days following the conclusion of each calendar quarter. However, to the extent that Licensee pays GMRs, all such GMR payments shall be credited as a non-refundable advance against Percentage Royalties otherwise due to Licensor. In that event, Percentage Royalties shall not be payable until the cumulative amount thereof otherwise due to Licensor exceeds the GMRs previously paid to Licensor, and thereafter the excess amount (the “Excess Percentage Royalties”) shall be payable to Licensor on a quarterly basis as set forth above.

(d) Licensee shall have the unfettered right to establish the prices that it charges its customers for any Licensed Products sold pursuant to this Agreement.

(e) Licensee shall be solely responsible for the payment of all taxes applicable to the transactions contemplated by this Agreement, including, without limitation, any and all sales, use, value-added, local privilege, withholding and excise taxes, tariffs, duties and the like (other than taxes on Licensor’s net income). All payments made hereunder shall be in United States currency without offset or deduction.

#### 4. Payments; Accountings.

(a) Licensee will compute and pay, or will cause to be paid, GMRs and Percentage Royalties due hereunder on the basis set forth in the Summary of Commercial Terms and shall furnish to Licensor within thirty (30) days following the end of each calendar quarter during the Term a complete and accurate statement, setting forth the number of Licensed Products sales made, the total gross revenues of Licensee relating thereto and the calculation of the amount of Earned Royalties due to Licensor for such calendar quarter (each, a “Quarterly Statement”). On reasonable request from Licensor, Licensee shall provide Licensor with backup and support materials with respect to any item contained in any Quarterly Statement, such that Licensor will have sufficient information to, evaluate the sources of any item contained in such Quarterly Statement and to track Licensee’s performance under this Agreement.

(b) In addition, within forty-five (45) days following the end of each CY (as defined in Section G of the Summary of Commercial Terms), Licensee shall furnish to Licensor a complete and accurate statement, setting forth the same information required to be submitted by Licensee in each CY quarter in accordance with Section 4 (a) hereof, except that such statement shall cover the entire CY (the “Annual Statement”). Such Annual Statement shall be accompanied by a certification signed by Licensee’s chief financial officer (or equivalent) indicating that he or she has reviewed all information contained in such Annual Statement and believes it to be true, correct and complete.

(c) All Royalties and GMRs payable to Licensor hereunder shall be deemed held in trust for and on behalf of Licensor until such time as such sums are paid to Licensor in accordance with the terms of this Agreement. For the sake of clarity, should the laws and/or regulations affecting the marketing, promotion and/or sale of the Licensed Products as contemplated hereunder change such that Licensee is no longer legally able to market, promote and/or sell the Licensed Products, any and all Royalties and/or GMRs earned, due and/or payable through the effective date of such change shall be deemed held in trust for and behalf of Licensor in accordance with this Section 4(c).

(d) Licensee shall keep appropriate books of account and payment records which relate in any way to amounts due and/or payable to Licensor hereunder (“Payment Records”). Licensee shall maintain such Payment Records throughout the Term of this Agreement, and for a period of two (2) years following the expiration or termination of the Term (such two (2) year period, the “Post-Term Retention Period”). Upon reasonable prior written notice to Licensee, an independent, certified accounting firm retained by Licensor, at Licensor’s expense, shall have the right at reasonable times and during Licensee’s normal business hours (but not more frequently than once per CY) to inspect and copy the Payment Records of Licensee. Such independent accounting firm may be required to execute a reasonable confidential disclosure agreement with Licensee, which shall be subject to Licensor’s prior written approval. Such examination of Payment Records will be conducted on a date to be agreed in good faith between Licensor and Licensee, for the sole purpose of and only to the extent necessary to verify payment reports and payments required under this Agreement. Notwithstanding the foregoing, to the extent requested by the independent accounting firm, Licensee shall provide any accounting documents requested by the accounting firm in electronic form and shall provide oral explanations remotely by phone or other electronic media. If any such inspection reveals a discrepancy in the amount paid to Licensor, a copy of the independent accounting firm’s written report will be delivered to Licensee. Licensee will pay, or will cause to be paid, to Licensor, within thirty (30) days of Licensee’s receipt of such written report, all such undisputed amounts overdue and unpaid, and Licensor will promptly grant a credit or refund to Licensee or its designee in the case of any overpayment. If it is determined that there is a deficiency equal to three percent (3%) or more in the payments actually paid to Licensor hereunder versus the amount of payments owed to Licensor for the period inspected, then Licensee shall also reimburse Licensor for the reasonable cost of such inspection by Licensor’s independent accounting firm. In any event, Licensee shall make all payments required to be made to eliminate any discrepancy revealed by any such inspection within thirty (30) days after Licensor’s written demand therefor.

(e) All sums required to be paid to Licensor under this Agreement shall be paid to the payment agent and address as Licensor may specify in writing.

(f) Licensee shall be solely responsible for the payment of all taxes applicable to the transactions contemplated by this Agreement, including, without limitation, any and all sales, use, value-added, local privilege, withholding and excise taxes, tariffs, duties and the like (other than taxes on Licensor’s net income). All payments made hereunder shall be in United States currency without offset or deduction.

5. Marketing and Advertising.

(a) Licensee has undertaken to market the Licensed Products in accordance with the Summary of Commercial Terms. Licensee shall submit marketing and advertising plans reasonably in advance of their execution and provide Licensor with an opportunity to consult with Licensee regarding the same. In the event that Licensor, in its reasonable business judgment, disagrees with Licensee’s plans and/or determines that Licensee has failed to use its commercially reasonable efforts to market and promote the Licensed Products throughout the Territory, Licensor shall have the right to send Licensee a notice of breach hereunder. Upon Licensee’s receipt of the same, the parties shall meet and confer (by telephone or otherwise) within five (5) business days of said notice to attempt to resolve the dispute. Notwithstanding the foregoing, Licensee shall remain solely responsible for ensuring that any and all marketing and advertising complies with all applicable laws and regulations concerning the sale of the Licensed Products.

6. Quality Control/Approvals.

(a) In accordance with this Agreement, Licensor shall have rights of prior written approval over the form of the Licensed Property for all uses by Licensee hereunder on Licensed Products, including, without limitation: (i) concepts; (ii) rough artwork; (iii) final artwork; (iv) Packaging (defined below); and (v) store design (as applicable). All submissions for Licensor approval under this Agreement shall be made on such forms as Licensor shall reasonably prescribe to Licensee in writing from time to time. To the greatest extent possible, all materials shall be submitted electronically, in such format as may be reasonably requested by Licensor, unless otherwise requested by Licensor or mutually agreed by the parties in writing. Any material changes to a previously approved form of Licensed Property or material derivations from any

previously approved samples of Licensed Products are subject to Licensor's prior written approval; any non-material, minor changes to a previously approved form do not require Licensor's prior written approval.

(b) All advertisements or other promotional materials, including websites and social media pages (each, an "Advertisement") which are intended to be used in conjunction with the offering or sale of Licensed Products shall only make use of the forms of the Licensed Property previously approved by Licensor (e.g., specific approved logos). Any material changes to the approved form of Licensed Property on Advertisements are subject to Licensor's prior written approval; any non-material, minor changes to the approved form do not require Licensor's prior written approval. In addition, Licensee shall not use any quotes of, or in any other way attribute any statement to, Bob Marley or any member of the Marley family in any Advertisement without Licensor's prior written approval, which may be granted or withheld in its sole discretion. Licensee acknowledges that the approval or disapproval of any Advertisement may be based, without limitation, solely on subjective aesthetic standards.

(c) Prior to the offering or sale of any Licensed Products, Licensee shall submit to Licensor a mockup of the design of all tags, labels, signage, store design, packaging and wrapping for such Licensed Products (collectively, the "Packaging") for approval by Licensor. Such approval rights shall solely relate to the form and manner of presentation of the Licensed Property on such Packaging so that Licensor can ensure Licensed Property brand integrity and consistency. Licensee shall remain fully responsible for ensuring that all Packaging complies with all applicable laws and regulations. Such Packaging shall include all required legal notices, including those set forth in Schedule 1.

(d) Licensee's obligation to get Licensor approvals as set forth in Section Q of the Summary of Commercial Terms and this Section 6 are material obligations under the Agreement.

(e) Licensor's approval under Section Q of the Summary of Commercial Terms and under this Section 6 shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, Licensor shall use best efforts to respond to an approval request with an acceptance or rejection within five (5) business days of its receipt of the request. If Licensor rejects Licensee's proposal, Licensor shall provide, at the time of rejection, a written statement to Licensee that reasonably identifies the basis for such rejection and Licensee shall incorporate such feedback promptly. If neither Licensor nor Manager (as defined in Section 7(a) below) responds in writing within five (5) business days after receipt of the proposed form and manner of presentation of the Licensed Property for approval, then Licensee shall confirm Licensor's receipt of Licensee's submission and demand a response within five (5) business days after such demand; for the sake of clarity, a copy of such demand must be sent to Licensor's attorneys and representatives listed in Section 20(c)(i) below. If Licensor or its attorney or representative does not respond within such five (5) day period, Licensor and Licensee shall discuss the reasons (if any) why Licensor has failed to grant its approval. The foregoing shall not limit Licensor's agreement to use its best efforts to respond to an approval request with an approval or disapproval within five (5) business days of the original request for approval. In the event Licensor (or its Manager or attorneys or representatives) fails or refuses to respond to any requests within the time periods described in this Section 6, Licensee shall have the right, at its discretion, to declare Licensor in material breach of its obligations under Section Q of the Summary of Commercial Terms and under this Section 6 (as applicable), and Licensee may pursue any rights and remedies available to Licensee at law or in equity (including but not limited to the right to seek damages) and/or, if such breach is uncured, to terminate this Agreement. But in no event shall Licensor's, or its or attorney's or representative's, failure to respond to a request for approval be deemed an approval of such request.

(f) Licensee will use its commercially reasonable best efforts to ensure that its suppliers, subcontractors and manufacturers abide by the terms of this Agreement to the extent such terms apply to the activities of such entities. All acts of any such suppliers, subcontractors and manufacturers which would constitute a breach of this Agreement if made by Licensee shall be deemed a breach of this Agreement by Licensee, except with respect to suppliers, subcontractors and manufacturers of Licensor which Licensee may

be required by the terms of this Agreement to utilize provided that in such case Licensee shall still use its commercially reasonable best efforts to ensure such suppliers, subcontractors and manufacturers abide by the terms of this Agreement to the extent such terms apply to the activities of such entities.

(g) By way of clarification and not limitation, except as otherwise expressly set forth in this Agreement, all of the approvals and consents required pursuant to this Agreement are within Licensor's sole and absolute discretion; and further provided that, as between the parties, all determinations regarding the legality of the Licensed Products or the promotion thereof shall be within the sole responsibility and authority of Licensee. No approvals are deemed granted and no use of Licensed Property is permitted without a written approval signed by Licensor (except as provided above), which shall not be unreasonably conditioned, delayed or withheld. Notwithstanding the approval rights set forth above, the parties expressly acknowledge and agree an email shall constitute a writing for purposes of this Section.

(h) In addition to its obligations under Section 4 above, Licensee shall keep appropriate books and records in respect of its provision, manufacture, sale and distribution of Licensed Products ("General Records"). Licensee shall maintain such General Records throughout the Term of this Agreement, and for one (1) year after the end of the Sell-Off Period. Upon reasonable prior written notice to Licensee and at the offices of Licensee, an independent auditor retained by Licensor, at Licensor's expense, shall have the right, at reasonable times and during Licensee's normal business hours (but not more frequently than once per CY) to examine the General Records of Licensee. Notwithstanding the foregoing, to the extent requested by the independent auditor, Licensee shall provide any General Records documents requested by the auditor in electronic form and shall provide oral explanations remotely by phone or other electronic media. Further, Licensee shall not be obligated to provide for examination any attorney-client privileged documentation of Licensee or its suppliers, subcontractors or manufacturers, or any products that will not become Licensed Products. Such independent auditor may be required to execute a reasonable confidential disclosure agreement with Licensee, which shall be subject to Licensor's prior written approval. Such examination of General Records will be conducted on a date or dates to be agreed in good faith between Licensor and Licensee, for the sole purpose of and only to the extent necessary to verify Licensee's compliance with this Agreement. To the extent that such independent auditor finds documentation showing that Licensee has not complied with any material obligation of Licensee under this Agreement (other than a payment obligation contained within a Payment Record, which Licensor may inspect pursuant to Section 4), the independent auditor may make one copy of such documentation, at Licensor's expense, which shall be subject to any executed confidential disclosure agreement with Licensee and which shall be used for the sole purpose of disclosing such alleged non-compliance to Licensor. If any such examination reveals any alleged non-compliance by Licensee, a copy of the independent auditor's written report will be delivered to Licensee.

7. Samples.

(a) Each time Packaging is submitted for approval as required hereunder, it shall be submitted by mail or email to the following address (or such other address as Licensor may specify in writing), as set forth in the Summary of Commercial Terms or as Licensor may otherwise indicate from time to time:

"Manager":  
Doreen Crujeiras  
Courtney White  
c/o CAA-GBG  
Empire State Building  
350 Fifth Avenue  
New York, NY 10118  
Doreen@bobmarley.com  
Courtney@bobmarley.com

Approval by either “Manager” above pursuant to the approval provisions herein shall be deemed an approval.

8. Intellectual Property.

(a) All Packaging and Advertisements shall bear appropriate copyright, trademark and credit notices as designated by Licensor, either directly or on tags, stickers or labels affixed thereto. (The form in which such notices are to appear is set forth on Schedule 1 hereto.) Licensor may change the form of notice to be used on the Products under this Section 8 by giving not less than ninety (90) days prior written notice thereof to Licensee.

(b) Ownership of all intellectual property rights concerning the Licensed Property, whether recognized currently or in the future, including, without limitation, copyright and trademark rights in and to any or all designs, artwork, packaging, copy, literary text, advertising material and promotion material of any sort utilizing Licensed Property, including all such materials as may be developed by Licensee, shall vest in Licensor, and title thereto shall be in the name of Licensor or its respective designees, excluding any intellectual property arising directly from the underlying products and services to which the Licensed Property is attached (“Licensor IP”). Licensor IP shall be deemed to be created on a “work for hire” basis for Licensor as that term is defined under US Copyright Law. To the extent not deemed a “work made for hire,” Licensee hereby transfers and assigns any and all rights in such Licensor IP to Licensor to ensure Licensor’s ownership thereof; provided, however, that any such Licensor IP that was created by Licensee as a “work for hire” or that was assigned by Licensee pursuant to this sentence, shall be automatically included in the rights and licenses granted to Licensee under this Agreement. All Licensed Products shall bear all legal notices that are appropriately applied to such Licensed Products and that Licensor may from time to time prescribe. Any and all additions to, and new renderings, modifications or embellishments of, Licensed Property shall, notwithstanding their invention, creation and use by Licensee and/or their respective agents, be and remain the sole and exclusive property of Licensor, and Licensor may use, and license others to use, the same, subject only to the provisions of this Agreement. Licensee shall enter into, or has entered into, written agreements with all of its employees and independent contractors involved with Licensed Products: (i) providing that all artwork and designs created by them in the course of Licensee’s performance under this Agreement shall be the property of Licensor either as works for hire under United States copyright law or otherwise, or (ii) obligating them to assign all rights in and to such artwork and designs to Licensee, which Licensee shall be deemed to have automatically assigned to Licensor. Licensee shall not permit any of its respective employees or independent contractors to obtain or reserve, by written or oral agreement or otherwise, any rights as “authors” or “inventors” of any such artwork or designs (as such terms are used in present or future United States copyright and/or patent statutes or judicial decisions). Licensee shall furnish to Licensor, at Licensor’s request, full information concerning the creation of such Licensor IP. Licensee shall bear the cost of any new trademark filings desired by Licensee and approved by Licensor which relate to the Licensed Products, provided that Licensor shall solely handle any such filings and, as between the parties, shall be sole owner of any such new trademarks and resulting registrations in connection therewith, and all use by Licensee of the new trademarks, and all goodwill therein, shall inure to the benefit of Licensor.

(c) Licensor acknowledges that Licensee may already have in existence as of the Effective Date, or may independently create during the Term, copyrightable material and trademarks used in commerce (“Licensee Independent IP”) that it may or may not use in conjunction with Licensed Property (which, for the sake of clarity, shall be subject to Section 1(e)). To the extent that Licensee Independent IP is separable from Licensed Property, such intellectual property shall remain vested in Licensee, provided that such Licensee Independent IP does not include the name, image, photo, trademark and likeness of Robert Marley and/or the Licensed Property. No rights are granted herein to Licensor with respect to Licensee Independent IP. Licensee shall identify to Licensor any Licensee Independent IP used in conjunction with Licensed Property prior to its use. An inadvertent breach of the foregoing obligations not leading to any damages shall not be deemed a material breach of this Agreement.

(d) Licensee shall assist Licensor in the procurement and maintenance of Licensor's rights in Licensed Property (including, without limitation, all intellectual property rights thereon, whether recognized currently or in the future). In connection therewith, Licensee shall, without limitation, execute and deliver to Licensor, in such form as Licensor may reasonably request, all instruments necessary to: (i) effectuate copyright and trademark protection in Licensor's name only; (ii) record Licensee as a registered user of any trademarks pursuant to this Agreement; or (iii) cancel any such registration. Such registration by Licensor shall be handled by attorneys selected or approved by Licensor, in its sole discretion. Licensor makes no representation or warranty that copyright or trademark protection shall be secured in Licensed Property.

(e) Licensee shall promptly notify Licensor if it becomes aware of acts of infringement or unfair competition by third parties relating to the Licensed Property. Licensor shall have the exclusive right (but not the obligation), exercisable at its discretion, to institute in its own name and/or Licensee's name and to control all claims, suits and actions against third parties relating to the Licensed Property, and other proprietary rights in and to the same, at Licensor's sole cost and expense. With respect to any such claim, suit or action, Licensor shall employ counsel of its own choice to direct the handling of the claim, any litigation related thereto and any settlement thereof. Licensor shall be entitled to receive and retain all amounts awarded, if any, as damages, profits or otherwise in connection with such claims, suits and/or actions. Licensee shall not, without Licensor's prior written consent, make any claim, institute any suit or take any action on account of such infringements, acts of unfair competition or unauthorized uses. If, with Licensor's prior written consent, Licensee makes such a claim or institutes, at its sole cost and expense, such a suit or action, then Licensee shall be entitled to recover all reasonable costs and expenses incurred in connection with such claim, suit or action from any financial recovery awarded or obtained and the remainder shall be paid to Licensor, less twenty percent (20%) which Licensee may retain. If Licensee does not prevail on any such claim, suit and/or action, or if there is a discrepancy, then Licensee may not recover any sums from Licensor in connection with such claim, suit and/or action. Licensor has no obligation to commence or approve the making or commencement of any claim, suit and/or action. Licensor shall incur no liability by reason of Licensor's failure or refusal to prosecute, or by Licensor's refusal to permit Licensee to prosecute, any alleged infringement by third parties, or by reason of any settlement to which Licensor may agree.

(f) Licensor may withdraw any or all elements of Licensed Property, or any component part thereof, from the rights granted pursuant to the terms of this Agreement (the "Withdrawn Rights") if Licensor determines that the exploitation thereof would or might violate or infringe the copyright, trademark or other proprietary rights of any third parties, or subject Licensor or Licensee to any liability or violate any law, court order, government regulation or other ruling of any governmental agency or authority, or if, on account of the expiration or sooner termination of any agreement between Licensor and a third party from whom Licensor has obtained certain underlying rights relating to the exploitation of Licensed Property hereunder or otherwise, Licensor shall no longer have the right to act in the capacity herein contemplated on behalf of any third party or parties, or if Licensor determines that it cannot adequately protect its rights in Licensed Property under the copyright, trademark or other laws of the Territory or any portion thereof. Such a withdrawal shall not be deemed a breach of this Agreement. Within five (5) business days following Licensee's receipt of written notice of such withdrawal, Licensee shall, if so requested by Licensor, in Licensor's sole discretion: (a) destroy, or (b) deliver to Licensor at Licensor's sole cost and expense any Licensed Products which are in Licensee's inventory that bear or feature any of the Withdrawn Rights. Licensor shall indemnify Licensee for the direct production cost of such destroyed or returned Licensed Products; provided, however, that Licensee must furnish Licensor with: (i) a detailed inventory of such Licensed Products; (ii) source documentation supporting such direct production costs; and (iii) an affidavit of destruction, if applicable, in a form acceptable to Licensor, evidencing the same.

(g) Licensee shall not use any of the Licensed Property, other than as permitted hereunder and, in particular, shall not incorporate the mark "MARLEY", Licensor's name, or any of the trademarks included within the Licensed Property as or in Licensee's corporate or business name, or any dba, in any

manner whatsoever. Licensee agrees that, in using Licensed Property as permitted hereunder, it will in no way represent that it has any right, title and/or interest in or to any of the Licensed Property, except as permitted hereunder. Licensee further agrees that it will not use or authorize the use, either during or after the Term, of any configuration, trademark, trade name, or other designation confusingly or substantially similar to the mark “MARLEY”, Licensed Property, or any element thereof.

(h) Customer lists as well as relevant sales data (e.g., aggregate purchases by product/service type) relative to Licensee will be provided to Licensor upon request during the Term (“Data”). Licensor shall have a worldwide, non-exclusive, royalty free perpetual license to use such Data for research and development purposes, and to solicit customers to purchase Marley branded products/services other than those provided by Licensee.

(i) During the Term and at all times thereafter, Licensee will not legally challenge any right, title or interest of Licensor in and to Licensed Property.

9. Domain Names and Social Media. If Licensee desires to use a URL and/or domain name (including to secure a URL/domain name in order to block third party infringers or users) that incorporates any aspect of the Licensed Property or any variation thereof, it shall submit its proposal therefor to Licensor in writing. Licensor shall, in its sole and absolute discretion, approve or disapprove such URL and/or domain name, and Licensor reserves the right to register any such requested URL and/or domain name in its own name or the name of an affiliate, and in such event, such requested URL and/or domain name will be automatically included in the rights and licenses granted to Licensee hereunder. Likewise, if Licensee desires to use and/or create a social media account and/or an account with an online marketplace platform (including to block third party infringers or users) the name and/or handle for which incorporates any aspect of the Licensed Property or any variation thereof, it shall submit its proposal therefore to Licensor in writing, including specifying the name and nature of the social media or marketplace platform on or through which it desires to create an account. Licensor shall, in its sole and absolute discretion, approve or disapprove such account name and/or handle, and Licensor reserves the right to create and/or register any such requested account name on behalf of itself or an affiliate, and in such event, such requested account and the corresponding name will be automatically included in the rights and licenses granted to Licensee hereunder. Licensee agrees to cooperate with Licensor in the execution, filing, application and/or registration of any such URL, domain name, social media account and/or online marketplace account that Licensor may choose to register.

10. Termination.

(a) Licensor shall have the right to suspend its performance hereunder or terminate this Agreement in its entirety upon the occurrence of any of the following events:

i. The failure of Licensee to make any payment required to be made under this Agreement, which failure is not cured within fifteen (15) business days of Licensee’s receipt of written notice from Licensor specifying the nature of such failure with particularity; or

ii. The breach by Licensee of any of its covenants, representations or warranties herein or the failure of Licensee to comply with any of the other terms of this Agreement or otherwise discharge its duties hereunder, and such breach or failure is not cured within fifteen (15) business days of Licensee’s receipt of written notice from Licensor specifying the nature of such breach or failure with particularity; or

iii. Any act of negligence, bad faith, strict liability or misconduct by Licensee in connection with the Licensed Property or any Licensed Products, and such action is not cured within fifteen (15) business days of Licensee’s receipt of written notice from Licensor; or

iv. The cessation of business operations by Licensee, or the making by Licensee of an assignment for the benefit of creditors, or the filing by or against Licensee of any petition under any

federal, national, state or local bankruptcy, insolvency or similar laws, if such filing shall not have been dismissed or stayed within sixty (60) days after the date thereof; or

v. The censure or sanction of Licensee by governmental agencies relating to any event occurring during the Term; or

vi. In the event that a Force Majeure event prevents Licensee from performing its obligations under this Agreement for a period of more than 90 days, as set forth in Section 22 hereof.

(b) In addition to the grounds for termination under Section P of the Summary of Commercial Terms, Licensee shall have the right to suspend its performance hereunder or terminate this Agreement in its entirety upon the occurrence of any of the following events:

i. The breach by Licensor of any of its representations or warranties herein or the failure of Licensor to comply with the terms of this Agreement or otherwise discharge its duties hereunder, and such breach or failure is not cured within fifteen (15) business days of Licensor's receipt of written notice from Licensee specifying the nature of such breach or failure with particularity; or

ii. The cessation of operations by Licensor, or the making by Licensor of an assignment for the benefit of creditors, or the filing by or against Licensor of any petition under any federal or state bankruptcy, insolvency or similar laws, if such filing shall not have been dismissed or stayed within sixty (60) days after the date thereof; or

(c) Unless otherwise expressly provided herein, the right of any party hereto to terminate this Agreement hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous breach or default.

#### 11. Effect of Termination.

(a) Subject to Licensee's rights during the Sell-Off Period (as defined and described herein), upon any expiration or termination of this Agreement for any reason whatsoever, all rights in and to the Licensed Property shall revert to Licensor and Licensee shall have no further rights whatsoever with respect to the Licensed Products, the Licensed Property and/or any other intellectual property rights relating thereto. Licensee shall, at its sole cost and expense, return or destroy any of Licensor IP that is then in its possession or under its control. For the sake of clarity, Licensee shall cease using the Licensed Property in connection with the Licensed Products, and shall promptly rebrand, as applicable, to a name or names which do not use the Licensed Property.

(b) Licensee shall not have any right at any time to "dump" any Licensed Products. In particular, Licensee may not sell any Licensed Products at a discount on the trade wholesale price of greater than seventy-five percent (75%).

(c) In no event shall any expiration or termination of this Agreement excuse any party hereto from any breach or violation of this Agreement for which full legal and equitable remedies shall remain available therefor, nor shall it excuse the making of any payment due under this Agreement with respect to any period prior to the date of expiration or termination. Notwithstanding any provision of this Agreement to the contrary, any provisions hereof that customarily survive expiration or termination of an agreement or that by their nature must survive, shall survive any expiration or termination of this Agreement.

(d) Neither party to this Agreement shall be liable to the other by reason of termination of this Agreement for compensation, reimbursement or damages on account of any loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or other commitments relating to the business or goodwill of either party, notwithstanding any law to the contrary.

12. Sell-Off Period. Provided that Licensee is not in breach of any material term of this Agreement, then Licensee shall have the non-exclusive right to sell-off existing inventory for a period of thirty (30) days following the expiration of the Term (the "Sell-Off Period"), in which case Licensee shall account to Licensor for Royalties relating thereto as provided for herein. During such period, Licensee shall not be entitled to use Licensed Property in any new or additional Licensed Products, Advertisements or Packaging of any kind. It is specifically understood and agreed that Licensee shall not have the right to manufacture or have manufactured any Licensed Products after the expiration of the Term except to fill orders. Upon expiration of the Sell-Off Period, Licensee shall destroy any Licensed Products then in Licensee's inventory and furnish Licensor with a certificate of destruction for the same.

13. Cumulative Rights and Remedies. All rights and remedies conferred upon or reserved to the parties in this Agreement shall be cumulative and concurrent and shall be in addition to all other rights and remedies available to such parties at law or in equity or otherwise, including without limitation requests for temporary and/or permanent injunctive relief. Such rights and remedies are not intended to be exclusive of any other rights or remedies and the exercise by either party of any right or remedy herein provided shall be without prejudice to the exercise of any other right or remedy by such party provided herein or available at law or in equity.

14. Confidentiality.

(a) Each party acknowledges that it may have access to the other party's Confidential Information, whose value may be impaired by misuse or by disclosure to third parties. The receiving party agrees that it will not disclose such Confidential Information to third parties or use such Confidential Information except to perform its obligations under this Agreement. The receiving party shall take reasonable precautions to protect the confidentiality of the other party's Confidential Information, including protecting such Confidential Information with at least the same degree of care that the receiving party uses to protect its own Confidential Information, but in no case less than reasonable care.

(b) Following the expiration or termination of this Agreement, no party shall disclose or use any of the other parties' Confidential Information for any purpose, unless otherwise agreed in writing by the disclosing party.

(c) All Confidential Information will remain the property of the disclosing party. The confidentiality of Confidential Information and the obligation of confidentiality hereunder shall survive any expiration or termination of this Agreement until such time as the disclosing party otherwise agrees in writing or the Confidential Information in question ceases to be confidential, as described in subsection (d) below.

(d) For the purposes hereof, the term "Confidential Information" shall mean any and all proprietary information, financial information, technical data, trade secrets and know-how, including, without limitation, research, product plans, products, services, customers, customer lists, potential licensees, suppliers, retailers, supplier/subcontractors, markets, developments, inventions, processes, formulas, technology, designs, drawings, manufacturing information, marketing, finances and other business information, which is obtained, received, developed or derived by any party hereto, either directly or indirectly, by any means of communication or expression, whether or not marked "proprietary" or "confidential," prior to or during the Term of this Agreement. Confidential Information shall also include the terms and conditions of this Agreement, to the extent not publicly disclosed. As used in this Agreement, the term Confidential Information shall not include any information that is: (i) in the public domain through no act or omission of the receiving party; (ii) generally known by persons other than the disclosing party (or its subsidiaries or affiliates), or persons employed by, in control of or otherwise affiliated with the disclosing party (or its subsidiaries or affiliates); (iii) general industry practices and industry specific information generally known or by persons with a knowledge of the business within which the disclosing party operates; (iv) known by the receiving party, by lawful means, prior to the Effective Date; (v) already known to the receiving party at the time of such disclosure other than as a result of disclosure from a third party subject to a confidentiality obligation; (vi) subsequently received by the receiving party in good faith from a third party having prior right to make such subsequent

disclosure; (vii) independently developed by the receiving party without use of any Confidential Information of the disclosing party; or (viii) approved in writing for unrestricted release or unrestricted disclosure by the disclosing party. Notwithstanding the above, the receiving party may disclose certain Confidential Information of the disclosing party, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided the receiving party has given the disclosing party written notice of such requirement, so that the disclosing party may seek a protective order or other appropriate remedy or to undertake steps to avoid or limit disclosure. If, in the absence of a protective order or other remedy, or an avoidance of disclosure, the receiving party is nonetheless required to disclose such Confidential Information of the disclosing party, the receiving party may disclose only that portion of such Confidential Information which is legally required to be disclosed; provided that the receiving party shall cooperate with the disclosing party in its efforts to secure confidential or protective treatment of such Confidential Information.

(e) Licensee shall not issue or disseminate any press release, securities filing or other public announcement concerning this Agreement, the license arrangement contemplated hereby or its relationship with Licensor, which includes any quotes from, or attributes any statements to, Bob Marley or any member of the Marley family unless it has provided a copy of such proposed release or announcement to Licensor and received Licensor's prior written consent. In addition, Licensee shall use its commercially reasonable best efforts to deem this Agreement, or at least the material business terms of this Agreement, confidential with respect to any securities filings that may be required, to the extent reasonable under applicable laws.

(f) During the Term and thereafter, Licensee agrees to take no action which is intended, or would reasonably be expected, to harm any Marley family member or his/her reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to such person. Subject to the foregoing, Licensee shall use commercially reasonable best efforts to ensure that each of its officers, directors, members, employees and contractors protects any non-public personal information related to any Marley family member, from any access by, or disclosure to, the general public with at least the same degree of care that Licensee uses to protect its own Confidential Information, but in no case less than reasonable care.

15. Representations and Warranties.

(a) In addition to its representation and warranties in the Summary of Commercial Terms, Licensor warrants and represents to Licensee that:

i. to the best of its knowledge, Licensee's exercise of its rights under this Agreement will not infringe upon or violate the trademark rights, copyright, right of publicity or any other intellectual property right of any other person or entity.

(b) Licensee warrants and represents to Licensor that:

i. it has been duly organized and validly exists in good standing under the laws of the jurisdiction in which it was organized and is duly qualified to do business in all jurisdictions within the Territory which require such qualification to conduct the business as conducted by Licensee in relation to this Agreement;

ii. it is authorized to enter into this Agreement and to exercise the rights herein granted to Licensee;

iii. it is under no disability, restriction or prohibition from entering into or performing its obligations under this Agreement;

iv. it shall not use the Licensed Property except as specifically permitted under this Agreement;

v. its exercise of its rights under this Agreement will not infringe upon or violate the trademark rights, copyright, right of publicity or any other intellectual property right of any other person or entity;

vi. it will conduct the advertising, promotion and sale of the Licensed Products in a manner commensurate with the promotion and sale of high-quality merchandise and in a manner in keeping with the philosophy of Licensor as expressed to Licensee;

vii. it will conduct its business in a manner that reflects favorably at all times on the Licensed Products, the goodwill associated with the Licensed Property, and on Licensor's goodwill and reputation;

viii. it owns or controls all of the Licensee Independent IP which Licensee may use in connection with Licensed Products or any Packaging or Advertisement and the same does not and will not infringe upon or violate the trademark rights, copyright, right of publicity or any other intellectual property right of any other person or entity;

ix. it shall ensure that all Licensed Products are manufactured, distributed, imported, packaged, advertised and sold in accordance with all applicable laws, statutes and regulations (including, without limitation, local and national consumer safety laws) of all applicable jurisdictions, and without discrimination based on race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability, without use of corporal punishment or other abusive tactics, and without the use of child, prison or slave labor;

x. neither Licensee, nor any manufacturer or supplier engaged by or on behalf of Licensee, shall employ "sweat shop" or inhumane labor conditions;

xi. all Licensed Products, packaging, labeling, advertising and sales materials are and will be free from defects, merchantable, fit for their intended use and comply with all applicable laws, statutes and regulations, including, but not limited to, health product safety and labeling; and

xii. it will avoid deceptive, misleading or unethical business practices and make no false or misleading representations with regard to the Licensed Products.

16. Disputes.

(a) Each party shall promptly notify the other in writing of any dispute arising from the sale of Licensed Products or the use or misuse of any of the Licensed Property.

(b) Licensor in its sole discretion shall determine whether or not it shall commence litigation, or take any other action, in connection with the use or misuse of the Licensed Property.

(c) Licensee shall have no authority to make claims, negotiate, settle or compromise any dispute in connection with the Licensed Property.

17. Indemnification.

(a) Licensor shall indemnify, defend and hold harmless Licensee, and its parents, subsidiaries, affiliated companies and their respective officers, directors, shareholders, employees, licensees, agents, attorneys, successors and assigns (each, individually, a "Licensee Indemnified Party") from and against

any and all claims, liabilities, demands, causes of action, judgments, settlements, costs and expenses (including, without limitation, reasonable attorney fees and court costs) arising solely out of or in connection with: (i) the breach by Licensor of a representation, warranty or covenant in this Agreement; (ii) the failure by Licensor to perform any of its obligations under this Agreement; (iii) the gross negligence, bad faith or unlawful conduct of Licensor, and/or (iv) Licensee's use of the Licensed Property strictly as authorized hereunder. Licensor shall not be liable to any Licensee Indemnified Party under this Section 17(a) to the extent that: (A) any loss, claim, damage, liability or expense is determined by a court of competent jurisdiction to result directly from any such Licensee Indemnified Party's willful misconduct or gross negligence; or (B) to the extent that Licensee is required to indemnify Licensor pursuant to Section 17(b) below.

(b) Licensee shall indemnify, defend and hold harmless Licensor and its parents, subsidiaries, affiliated companies and their respective officers, directors, shareholders, employees, licensees, agents, attorneys, successors and assigns (each, individually, a "Licensor Indemnified Party") from and against any and all claims, liabilities, demands, causes of action, judgments, settlements, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) arising solely out of or in connection with: (i) the breach by Licensee of a representation, warranty or covenant in this Agreement; (ii) the failure by Licensee to perform any of its obligations under this Agreement; (iii) the gross negligence, bad faith or unlawful conduct of Licensee; (iv) the design, manufacture, packaging, distribution, shipment, advertising, promotion, sale and/or exploitation of Licensed Products; (v) any claim related to the use of third party copyrighted materials on or in connection with Licensed Products; (vi) any representation, warranty, claim, statement or promise made by Licensee with respect to Licensed Products, including, without limitation, actions claiming deceptive or misleading advertising or promotion related to Licensed Products or any materials relating thereto; (vii) the use of Licensed Products, including, without limitation, any bodily injury, death or other product liability claims arising therefrom; (viii) any claims by any local, state or federal government or regulatory agency, authority or board relating to Licensed Products or any advertisement for Licensed Products; (ix) claims of copyright infringement, trademark infringement or other intellectual property infringement relating to Licensed Products (except to the extent covered by Section 17(a) above); and (x) any action or omission of Licensee in connection with the conduct of Licensee's business. Licensee shall not be liable to any Licensor Indemnified Party under this Section 17(b) to the extent that: (A) any loss, claim, damage, liability or expense is determined by a court of competent jurisdiction to result directly from any such Licensor Indemnified Party's willful misconduct or gross negligence; or (B) to the extent that Licensor is required to indemnify Licensee pursuant to Section 17(a) above.

(c) The party to be indemnified hereunder (the "Indemnitee") must give the indemnifying party hereunder (the "Indemnitor") prompt written notice of any such action, claim or proceeding, and the Indemnitor, in its sole discretion, then may take such action as it deems advisable under the circumstances to defend such action, claim or proceeding on behalf of the Indemnitee. In the event that appropriate action is not taken by the Indemnitor within fifteen (15) days after its receipt of written notice from the Indemnitee, the Indemnitee shall have the right to defend such action, claim or proceeding, but no settlement thereof may be made without the prior written approval of the Indemnitor, which approval shall not be unreasonably withheld, delayed or conditioned. Even if appropriate action is taken by the Indemnitor, the Indemnitee may, at its own cost and expense, be represented by its own counsel in such action, claim or proceeding. In any event, the Indemnitee and the Indemnitor shall keep each other fully advised of all developments and shall cooperate fully with each other in all respects in connection with any such action, claim or proceeding.

(d) **LIMITATION OF LIABILITY.** IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S TOTAL AGGREGATE LIABILITY UNDER ANY LEGAL THEORY (INCLUDING NEGLIGENCE) FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT SHALL NOT IN ANY EVENT EXCEED THE AMOUNT ACTUALLY RECEIVED BY LICENSOR DURING THE TWO (2)-YEAR PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT

THAT GAVE RISE TO THE CLAIM. The parties have agreed that the limitations specified in this Section 17 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

18. Insurance. Licensee agrees to obtain and maintain, at its sole cost and expense, comprehensive general liability insurance, including product liability insurance, cyber liability insurance and E&O insurance, from an insurance company reasonably acceptable to Licensor, providing adequate protection for Licensor and Licensee against any claims or suits arising out of or in connection with the rights granted under this Agreement (“Liability Insurance”) in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence, or Licensee’s standard insurance policy limits, whichever is greater. All such Liability Insurance must provide for a coverage territory for accidents or occurrences taking place within the Territory and covering claims or suits regardless of whether such claims or suits are brought in the United States of America or in the Territory. All such Liability Insurance provided by Licensee shall name Licensor as an additional insured and shall remain in force at all times during the Term and for a period of three (3) years thereafter. Licensee may satisfy the requirements of this Section by layering excess and primary insurance policies (together comprising the Liability Insurance) provided the excess policy follows and incorporates the terms and conditions of the required primary policy. Within thirty (30) days from the date hereof, Licensee will submit to Licensor a certificate of insurance in English, or such other documentation as Licensor may require (including but not limited to Licensee’s primary and umbrella insurance policies), evidencing Licensee’s Liability Insurance coverage, compliance with these insurance requirements and prohibiting the insurer from canceling, terminating or materially modifying the underlying insurance policy unless it gives written notice of such termination, cancellation or modification to Licensor at least thirty (30) days in advance thereof.

19. Additional Licensee Obligations.

(a) During the Term, Licensee shall use its best efforts to develop, manufacture, promote, advertise, sell and ship Licensed Products in the Permitted Distribution Channels in the Territory and shall continuously and diligently seek to fill all accepted purchase orders for Licensed Products. In connection therewith, Licensee shall establish and maintain an adequately staffed organization to operate the business contemplated by this Agreement. A cessation of the above efforts for a continuous period of forty-five (45) days shall be grounds for immediate termination of this Agreement, in Licensor’s sole discretion.

(b) During the Term, Licensee will not use, or allow third parties to make use of, any Licensed Products for the purpose of premium offers, giveaways, sales incentives or other such promotional purposes, unless prior written approval is granted by Licensor upon terms to be mutually agreed.

(c) During the Term, Licensee will manufacture, advertise, promote, market, sell and distribute Licensed Products in a lawful and ethical manner and in accordance with the terms and intent of this Agreement.

(d) During the Term, Licensee will protect to the best of its ability its right to manufacture, sell and distribute Licensed Products hereunder.

(e) During the Term, Licensee will not enter into any sublicense agreement for the sale or distribution of Licensed Products.

(f) During the Term and at all times thereafter, Licensee will not attack any right, title or interest of Licensor in and to Licensed Property, or of any other proprietary rights of Licensor, or assist any third party in doing the same. Except as expressly authorized under Section 8 above, Licensee shall not file any applications to register the Licensed Property or any works, names, trademarks, designs, or logos that are confusingly similar to the Licensed Property in any country of the world for any goods or services. Licensee shall not at any time apply for any registration of any copyright, patent, trademark or other designation which would affect the ownership of the Licensed Property or of any proprietary rights of Licensor, nor file any document with any governmental authority or take any action which would affect the ownership of any proprietary rights of Licensor, nor aid or abet any other party in doing so.

(g) During the Term and at all times thereafter, Licensee will not misuse or bring into disrepute the name and character of Robert Marley.

(h) During the Term and at all times thereafter, Licensee will not create any expenses chargeable to Licensor without the prior written approval of Licensor.

(i) Licensee shall have no right to institute any action or otherwise seek damages due to a material breach of this Agreement by Licensor unless Licensee has first provided Licensor with written notice of such material breach, and Licensor has not substantially cured the breach within thirty (30) days of such written notice.

20. Miscellaneous.

(a) Relationship of the Parties. Nothing herein contained shall be construed to constitute the parties hereto as partners or as joint venturers, or either as the agent or employee of the other and neither party shall have any power to obligate or bind the other party in any manner whatsoever.

(b) Licensor Authority. Licensee acknowledges that Marley Holdings LLC is the sole member and manager of Marley Merchandising LLC, which is the sole member and manager of Marley Green, LLC (i.e., Licensor). David “Ziggy” Marley, Cedella Marley and Stephen Marley are the only managers of Marley Holdings LLC and, thus, have the sole right to act on behalf of, speak for, and bind Licensor and Marley Holdings LLC. Given the foregoing, Licensor further acknowledges that the non-manager members of Marley Holdings LLC (“Non-Manager Members”), including Rohan Marley, Robert Marley, Karen Marley, Stephanie Marley, Julian Marley, Rita Marley and Damian Marley, are not authorized to bind Licensor or Marley Holdings LLC, or to make any representations or commitments on behalf of Licensor or Marley Holdings LLC. Licensee therefore agrees that it shall not rely upon any representations, commitments or agreements made by any of the Non-Manager Members on behalf of Licensor or Marley Holdings.

(c) Notices. All notices, requests, demands and other communications required or permitted to be made hereunder (other than required approval submissions, which shall be made as set forth in Section S4) shall be in writing and shall be deemed duly given if hand delivered against a signed receipt therefor, sent by registered or certified mail, return receipt requested, first class postage prepaid, sent by nationally recognized overnight delivery service, or sent by email, receipt of which has been confirmed by the recipient, in each case addressed to the party entitled to receive the same at the address specified below:

i. If to Licensor, then to:

Doreen Crujeiras  
Courtney White  
Marley Green, LLC  
c/o CAA-GBG  
Empire State Building  
350 Fifth Avenue  
New York, NY 10118  
Email: [Doreen@bobmarley.com](mailto:Doreen@bobmarley.com)  
[Courtney@bobmarley.com](mailto:Courtney@bobmarley.com)

and a copy, sent as prescribed herein, to:

Bonnie Eskenazi, Esq.  
Greenberg Glusker Fields Claman & Machtinger LLP  
2049 Century Park East, Suite 2600  
Los Angeles, CA 90067  
E-mail: [beskenazi@greenbergglusker.com](mailto:beskenazi@greenbergglusker.com)

and

ii. If to Licensee, then to:

SW Holdings Inc.

6250 Aster St., Suite D  
Springfield, OR 97478

With a copy, sent as prescribed herein, to

Chun Law Professional Corporation  
Attn: Ruth Chun  
3060 Twenty Side Road  
Campbellville, Ontario, L0P 1B0  
Email: ruth@chunlaw.ca

Either party hereto may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section 20(c). Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by registered or certified mail; if sent by nationally recognized overnight delivery service, on the next business day following delivery to such delivery service; or on the same day if sent by email, receipt of which has been confirmed by the recipient; provided, however, that if sent by confirmed email, a copy is also sent by one of the other methods set forth in this Section 12(b).

Notwithstanding the foregoing, any service of an action under Section 20(f) hereof shall be made in accordance with the requirements of Part 7 of the Civil Procedure Rules of Jamaica.

(d) Assignment.

i. Licensee shall not assign, delegate or transfer this Agreement or any of its rights or obligations hereunder, directly or indirectly, including without limitation pursuant to a Change of Control Transaction (as hereinafter defined), to an affiliated entity or otherwise, without the prior written consent of Licensor. For the sake of clarity, and without limiting anything else herein, Licensee shall not have the right to assign or transfer this Agreement to any entity which may be or become a public company, whether pursuant to a Change of Control Transaction or otherwise, without Licensor's prior written approval. Any attempted assignment or transfer by Licensee without the prior written consent of Licensor shall be void and of no force or effect. Licensor shall have the right to assign or transfer any or all of its obligations under this Agreement without the knowledge or consent of Licensee, subject only to Licensor's obligation to provide written notice thereof to Licensee following the completion of such assignment or transfer. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted transferees, delegees and assigns.

ii. As used herein, the term "Change of Control Transaction" shall mean that Licensee, directly or indirectly, in one or more related transactions (1) consolidates or merges with or into (whether or not Licensee is the surviving entity) one or more other entities; (2) sells, assigns, transfers, conveys, encumbers or otherwise disposes of all or substantially all of its assets; (3) issues, sells or grants an option to acquire to any other person or entity voting securities or ownership interests equal to fifty percent (50%) or more of the then outstanding voting securities or ownership interests in Licensee, including, if on a converted basis, the issuance or sale of convertible securities which may be converted into voting securities or ownership interests of Licensee; (4) consummates a securities purchase agreement or other business

combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another person or entity, whereby such other person or entity acquires voting control or an ownership interest equal to fifty percent (50%) or more of the then outstanding voting securities or ownership interests of Licensee (including, on an as if converted basis, the issuance or sale of convertible securities which may be converted into voting securities or ownership interests of Licensee); (5) reorganize, recapitalize or reclassify its voting securities or ownership interests such that its voting securities or ownership interests are owned or acquired by any other person or entity; or (6) participates in any transaction conceptually similar to any of the above in which more than fifty percent (50%) of the voting securities or ownership interests of Licensee, or the ability to control Licensee, directly or indirectly, is acquired by a third party.

(e) Disclaimer. This Agreement in no manner absolves Licensee of its responsibility, if any, to procure legally sufficient permission from the copyright owner(s) of any photographs, illustrations and/or artwork utilized in conjunction with the manufacture, sale, promotion, advertising and distribution of Licensed Products.

(f) Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the country of Jamaica, notwithstanding any conflict of law provisions to the contrary. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Except as otherwise provided in subsection (g) below, any action which in any way involves the rights, duties and obligations of any party hereto under this Agreement shall be brought in the courts of Jamaica, and the parties hereto hereby submit to the personal jurisdiction of such courts, and hereby agree that service of process on any party may be effected by certified mail, return receipt requested, first class postage prepaid, provided that such service is otherwise in accordance with Part 7 of the Civil Procedure Rules of Jamaica. Each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such suit or action in any such court. If any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by any party of such party's obligations under this Agreement, the prevailing party shall recover all of such party's reasonable attorneys' fees and costs incurred in each and every such action, suit or other proceeding, including, without limitation, any and all appeals or petitions therefrom. Each of the parties hereby waives the right to trial by jury in any and all actions or proceedings in any court, whether the same is between them or to which they may be parties, and whether arising out of, under, or by reason of this Agreement, or any acts or transactions hereunder or the interpretation or validity thereof, or out of, under or by reason of any other contract, agreement or transaction of any kind, nature or description whatsoever, whether between them or to which they may be parties. THIS IS A SPECIFICALLY NEGOTIATED PROVISION OF THE AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE CONSULTED COUNSEL OF THEIR CHOICE AS TO THE LEGAL IMPACT OF THIS PROVISION.

(g) Arbitration.

i. Any controversy, claim, or dispute arising out of or related to this Agreement or the interpretation, performance, or breach thereof ("Dispute") shall be resolved according to the procedures set forth in this Section 20(g), which shall constitute the sole dispute resolution mechanism hereunder. All Disputes shall be resolved by mandatory, binding, confidential, private arbitration before any arbitration entity upon which both Parties agree and shall be heard in Los Angeles, California, which shall be the exclusive venue for any dispute between the Parties except as otherwise set forth herein. The following arbitration entities are pre-approved by the Parties herein: JAMS, ADR Services and Signature. The rules and procedures set forth by the chosen arbitration entity in effect at the time the claim is made, shall govern the arbitration. The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the applicable rules, except that the Arbitrator shall apply the substantive laws of the country of Jamaica. The arbitrator shall be a retired judge ("Arbitrator"). The Arbitrator shall have the authority to hear and rule upon all discovery motions and, in connection therewith, to award sanctions as

appropriate under the applicable rules. The Arbitrator shall also have the authority to award actual damages, provisional remedies, injunctive or other equitable relief, but not consequential, punitive or exemplary damages. The arbitrator will have no authority to change, extend, modify, or suspend any of the terms of this Agreement. There shall be a written record of the proceedings at the arbitration hearing and the Arbitrator shall issue a Statement of Decision setting forth the factual and legal basis for the Arbitrator's decision within forty-five (45) days after the close of the hearing and shall deliver such document(s) to each party along with a signed copy of the award in accordance with section 1283.6 of the California Code of Civil Procedure.

ii. If neither party hereto gives written notice requesting an appeal within ten (10) business days after the issuance of the Statement of Decision, the Arbitrator's decision shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to the California Superior Court in Los Angeles, which may be made ex parte, for confirmation and enforcement of the award. If either party gives written notice requesting an appeal within ten (10) business days after the issuance of the Statement of Decision, the award of the Arbitrator shall be appealed to three (3) neutral arbitrators (the "Appellate Arbitrators"), each of whom shall be a retired judge and each of whom shall be selected through the same procedures as the Arbitrator in accordance with the applicable rules. To the extent the arbitration entity agreed upon pursuant to Section 20(g)(i) has rules governing appeals, such rules in effect at the time of the notice of appeal shall apply except that: The appealing party may file an appellate brief within thirty (30) days after the Appellate Arbitrators have been appointed ("Appellant's Opening Brief"). The other party may file its opposition brief within thirty (30) days after the Appellant's Opening Brief is filed ("Respondent's Brief"). The appealing party may file a reply brief within twenty (20) days after the Respondent's Brief is filed ("Appellant's Reply Brief"). The Appellate Arbitrators have the authority to grant extensions of time in which to file the relevant appeal briefs.

iii. If either party hereto refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County. Except to the extent otherwise required pursuant to the applicable arbitration rules and procedures and applicable law, each party will pay the fees of its respective attorney(s), the expense of its witnesses, cost of any record or transcript of the arbitration, and any other expenses connected with the arbitration that such party might be expected to incur had the Dispute been subject to resolution in court.

(h) Indemnity for Default. If a party is held to have defaulted with respect to any obligation under this Agreement, such defaulting party shall indemnify the non-defaulting party against and reimburse the non-defaulting party for all reasonable attorneys' fees and all other reasonable costs and/or expenses actually incurred resulting from or made necessary by the bringing of any action, motion or other proceeding to enforce any of the terms, covenants or conditions of this Agreement.

(i) Entire Agreement. This Agreement, including all Exhibits and Schedules attached hereto, sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, whether express or implied, oral or written, except as herein contained. The express terms hereof shall control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

(j) Amendment and Modification. This Agreement may be amended, modified and supplemented only by written agreement duly executed by an authorized representative of each of the parties hereto, and delivered by each of the parties hereto.

(k) Waiver. A waiver by any party hereto of any of the terms and conditions of, or rights under, this Agreement shall not be effective unless signed by the party waiving such term, condition or right and shall not bar the exercise of the same right on any subsequent occasion or any other right at any time or be deemed or construed to be a waiver of such terms or conditions for the future.

(l) Delays. Neither the failure of nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege.

(m) Severability. If and to the extent that any court of competent jurisdiction holds any provision or any part of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity or enforceability of the remainder of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

(n) Headings. Headings in this Agreement are included for ease of reference only and shall have no legal effect.

(o) Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one single agreement, which shall be effective upon the execution hereof by all parties hereto. A complete set of original signature counterparts shall be made available to each party.

(p) Form and Construction. As used in this Agreement, the masculine gender shall include the feminine and the singular form of words shall include the plural, or vice versa, as necessary in order that this Agreement may be interpreted so as to conform to the subject matter actually existing. The language of this Agreement shall be construed as a whole and not strictly for or against any of the parties regardless of who drafted or was principally responsible for drafting this Agreement or any of its specific terms or conditions.

(q) Schedules and Exhibits. All schedules and exhibits referenced in this Agreement, if any, are hereby incorporated by reference into, and made a part of, this Agreement.

(r) Transaction Expenses. Each party shall be responsible for its own expenses relating to the negotiation of this Agreement.

(s) Currency and Exchange Rate Issues. All sums set forth in this Agreement and any appendices, exhibits or schedules hereto are, and are intended to be, expressed in United States dollars. All payments of earned Royalties or other payments or remittances due under this Agreement shall be paid in the United States in United States Dollars at the "Foreign Exchange Rate." For the purposes hereof, the term "Foreign Exchange Rate" means, for any particular currency, the spot rate for such currency as quoted at [www.oanda.com](http://www.oanda.com) (to the extent that [www.oanda.com](http://www.oanda.com) provides quotations therefor, or such resource that is mutually satisfactory to the Licensor and Licensee) at 9:00 a.m., Eastern time, on the third business day prior to the date on which any relevant payment hereunder is made.

(t) Authority. Each person executing this Agreement on behalf of a party hereto represents, warrants and agrees that s/he is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

(u) Further Assurances. From and after the date of this Agreement, upon the request of either party, each party will execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

(v) Equitable Remedies. Each party to this Agreement shall be entitled to obtain equitable relief to protect its interests herein, including without limitation injunctive relief, without the need to prove actual damages.

(w) Language of Documents and Translations. All documents required hereunder, including without limitation notices, insurance documents and royalty statements, must be provided in English. Licensee agrees to procure translations of such documents at its sole expense if necessary.

(x) Foreign Corrupt Practices Act and Commercial Bribery. Licensor is committed to fair competition and rule of law. It is Licensor's policy not to participate in bribes or corrupt activities of any nature. Licensee warrants and represents to Licensor that Licensee will always conduct itself according to the highest standards of business ethics, and that Licensee has complied, and will fully comply, with the U.S. Foreign Corrupt Practices Act ("FCPA"), and all other similar applicable laws of other countries. In particular, Licensee warrants and represents to Licensor that neither Licensee nor any of its officers, directors, employees, agents, or other representatives has performed or will perform any of the following acts in connection with Licensor or this Agreement, any sale made or to be made in connection with Licensor or under this Agreement, any compensation paid or to be paid in connection with Licensor or under this Agreement, any transactions involving Licensor in any way, or anything else involving Licensor in any way:

i. Pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services, any "in kind" payments, or anything else of value, either directly, indirectly, or through a third party, to:

(a) any official or employee of any government, governmental authority, government-owned enterprise, or government instrumentality;

(b) Any official or employee of any public international organization; or,

(c) Any political party or official thereof, or any candidate for political office (collectively "Official" or "Officials").

ii. For the purpose of:

(a) Influencing any official act or decision of any Official;

(b) Inducing any Official to influence any official act or decision; or,

(c) Securing any improper advantage.

Licensee warrants and represents to Licensor that Licensee has complied, and will fully comply, with California Penal Code Section 641.3 ("Section 641.3"), which prohibits bribery, corrupt, or unlawful payments between private individuals or entities, and their agents.

If Licensee breaches any of the representations and warranties in this Section:

i. This Agreement may be voided, with no opportunity to cure, at the sole and exclusive discretion of Licensor;

ii. Licensee shall immediately refund to Licensor all monies and all other consideration provided in breach of any of the representations and warranties in this Section;

iii. All obligations of Licensor to pay any monies to Licensee for any reason shall immediately cease; and,

iv. Licensee shall immediately provide to Licensor all documents, including all electronic documents and fully intact metadata, relating in any way to any/all violations of any of the representations and warranties in this Section.

Licensor shall have the right to review and/or audit, at times and places of Licensor's choosing, Licensee's books and records relating to this Agreement and/or Licensor. Licensee will fully cooperate with any ethics and compliance investigations relating to any activities of Licensee relating to this Agreement and/or Licensor.

Licensee shall re-certify its compliance with all applicable bribery laws, including but not limited to the FCPA and I Section 641.3, every two years.

21. Bootlegging Activity. Neither Licensee nor any of its subsidiaries or affiliated companies shall perform, directly or indirectly, any act of counterfeiting or piracy (as those terms are defined in any applicable statute or regulation), or distribute, sell, advertise or promote any counterfeit or pirated products. Without limiting any other provision of this Agreement, any violation by or on behalf of Licensee of this Section 13 shall constitute a material breach of this Agreement.

22. Force Majeure. Each Party will be excused for its failure or delay in performance at any time during which performance is prevented by events beyond its reasonable control and without its failure or negligence (“Force Majeure”), which events shall include: (i) an act of God; (ii) government orders or requirements imposed after the Effective Date; (iii) transportation conditions (where no reasonable substitute is available having exercised reasonable commercial diligence); (iv) labor or material shortages; (v) fires; (vi) epidemic; (vii) an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence; or (viii) a strike, lockout or similar industrial or labor action. This Section 22 will not relieve the non-performing Party from using reasonable efforts to overcome or remove such Force Majeure with all reasonable dispatch. A Party claiming the benefit of this Section 22 will give prompt notice to the other Party of the events giving rise to the assertion, the geographic region affected (if applicable) and the estimated duration thereof and will keep such other Party reasonably advised as to the progress of such Party’s attempts to overcome or remove such Force Majeure. For the avoidance of doubt, if and when this provision becomes effective, the time frames required by this Agreement shall be extended by the time during which such Force Majeure remained in effect. Nothing contained in this Section 22: (a) shall be deemed to restrict the right of either Party to terminate this Agreement in accordance with its terms; or (b) serve as an extension of this Agreement beyond its stated terms, including the expiration of the Term; or (c) alleviate the responsibilities and performance requirements of either Party in geographic areas not affected by the Force Majeure. In determining the scope and effect of the Force Majeure event and the degree to which a Party shall be relieved of its obligations hereunder as a result of such Force Majeure, the Parties shall take into account, the volume of sales disrupted and other business considerations (such as, by way of example only, logistics and distribution issues). The effect of any termination pursuant to this Section 22 is set forth in Section 11 hereof.

## **SCHEDULE 1**

### **LEGAL NOTICES**

This **SCHEDULE 1** is attached to and made part of the Agreement. Such legal notices may be amended and modified unilaterally from time to time by Licensor, and for the purposes of this Agreement will take effect upon written notice to Licensee.

Each Licensed Product and all Packaging and Advertisements shall bear one or more of the following notices, as appropriate:

*Trademark Notice:*

“BOB MARLEY” is a registered trademark of Fifty-Six Hope Road Music Limited.

*Copyright notice:*

© FIFTY-SIX HOPE ROAD MUSIC LIMITED

## EXHIBIT A

### MANUFACTURERS AGREEMENT

This Manufacturer's Agreement is made by and between \_\_\_\_\_  
"LICENSEE" and \_\_\_\_\_ "Manufacturer" located at  
\_\_\_\_\_.

WHEREAS, LICENSEE has entered into a License Agreement with MARLEY MERCHANDISING LLC ("OWNER") dated \_\_\_\_\_ for the manufacture, distribution and sale of certain LICENSED PRODUCTS bearing certain trademarks of OWNER that are identified on the attached EXHIBIT B-1 ("PROPERTY");

WHEREAS, LICENSEE desires Manufacturer to manufacture or supply materials for the manufacture of certain LICENSED PRODUCTS bearing the PROPERTY, which are subject to such License Agreement;

WHEREAS, pursuant to said License Agreement, all suppliers and manufacturers utilized by LICENSEE in the manufacture of LICENSED PRODUCTS must agree to certain conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Manufacturer agrees as follows:

1. Manufacturer acknowledges that the PROPERTY are the sole property of OWNER and that Manufacturer's right to manufacture the LICENSED PRODUCTS with the PROPERTY thereon is in all respects subject to the terms and conditions of the License Agreement. All manufacturing rights to the LICENSED PRODUCTS are subject to the restrictions on the use of the PROPERTY and the termination provisions of the License Agreement. The manufacture of the LICENSED PRODUCTS shall give Manufacturer no right to use the PROPERTY or to sell LICENSED PRODUCTS bearing the PROPERTY beyond the term or outside the scope of the License Agreement. If OWNER terminates the License Agreement, Manufacturer shall have no claim against OWNER for any reason whatsoever.

2. Manufacturer shall not make or sell, or cause to be made or sold, the LICENSED PRODUCTS to any person or entity except LICENSEE.

3. Manufacturer shall conform to all applicable laws, statutes, regulations and customs including without limitation those regarding manufacturing, importation, packaging, promotion and sale of LICENSED PRODUCTS, hiring practices, wage and working conditions. Manufacturer shall comply with all of the provisions of the attached *Standards of Manufacturing Practices*, (a copy of which shall be provided to Manufacturer by Licensee upon signing hereof), including, without limitation, Owner's right to inspect Manufacturer's facilities. Under no circumstances shall Manufacturer involve the production of LICENSED PRODUCTS in an environment where underage labor is employed. Manufacturer shall not utilize factories or production facilities that force work to be performed by unpaid laborers or those who must otherwise work against their will. LICENSEE shall monitor Manufacturer's factories and work environment to ensure compliance to these, policies and obtain verification of compliance. If Manufacturer is found not to be in compliance with the above requirements, they will no longer be permitted to be a manufacturer of LICENSED PRODUCTS and this Manufacturer's Agreement shall automatically terminate.

4. OWNER shall be deemed an intended third-party beneficiary of this Agreement and shall have the right, in its sole discretion, to enforce its provisions against Manufacturer.

MANUFACTURER

LICENSEE

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A-1

### **Standards of Manufacturing Practices**

#### **Overview**

In order to maintain high standards for decent and humane working conditions in the manufacturing operations of OWNER or its LICENSEES, OWNER has established specific minimum guidelines for its manufacturing partners around the world. OWNER's supplier selection process requires all factories with which OWNER or its LICENSEES contracts to operate in compliance with local laws and, in addition, to meet the specific *Standards of Manufacturing Practices* set forth below through a monitored certification process.

OWNER believes that the following set of standards will help ensure that decent and humane working conditions are provided to the employees of the factories with which OWNER or its LICENSEES contracts. Where a factory is found to be in violation of the Standards, corrective action will be initiated and unless the violation is corrected, OWNER may require the LICENSEE to cease to do business with the offending factory. OWNER believes that consumers can have confidence that products manufactured in compliance with these standards are not produced under exploitative or inhumane conditions.

#### **Standards of Practice**

##### **Forced Labor**

MANUFACTURER certifies that it does not use any forced labor - prison, indentured, bonded or otherwise.

##### **Child Labor**

MANUFACTURER certifies that no person shall be employed in any factory at an age younger than 15 (or 14 where the law of the country of manufacture allows) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.

##### **Harassment or Abuse**

MANUFACTURER certifies every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

##### **Nondiscrimination**

MANUFACTURER certifies that no person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religion, gender, age, disability, sexual orientation, nationality, political opinion, social or ethnic origin, or any other characteristic that is protected by applicable law.

##### **Health and Safety**

MANUFACTURER certifies that workers will be provided a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of contractors' facilities.

**Freedom of Association and Collective Bargaining**

MANUFACTURER certifies that, as applicable, employees' rights to freedom of association and collective bargaining will be recognized and respected.

**Wages and Benefits**

MANUFACTURER certifies that it complies with all applicable wage and hour laws and regulations, and that employees will be paid at least the minimum wage required by local law, or the prevailing industry wage, whichever is higher.

**Hours of Work/Overtime**

MANUFACTURER certifies that it complies with applicable regulations concerning work hours mandated by local laws and uses overtime only when employees are compensated according to local law. MANUFACTURER further certifies that it will not allow employees to exceed the maximum number of overtime hours provided by local law.

**Benefits**

MANUFACTURER certifies that it complies with all applicable provisions for legally-mandated benefits, including but not limited to health care; child care; sick leave; contributions for social security; life, health, worker's compensation and other insurance mandated by local law.

**Environment**

MANUFACTURER certifies that it complies with applicable country environmental regulations.

**Documentation and Inspection**

MANUFACTURER agrees to:

- (A) Certify to OWNER on an annual basis in writing that each of the above-listed *Standards* is being met.
- (B) Maintain on file such documentation as may be needed to demonstrate compliance with the *Standards of Manufacturing Practices*
- (C) Make these documents available in the English language to LICENSEE for audit inspection upon request
- (D) Provide employees with the opportunity to report noncompliance with workplace standards outlined herein, free from punishment or prejudice for so doing.

**EXHIBIT B**

**SECURITY AGREEMENT**

## SECURITY AGREEMENT

This SECURITY AGREEMENT is dated as of November 20, 2020 between SW Holdings, Inc., an Oregon corporation (the “Debtor”), and Marley Green, LLC, a Delaware limited liability company (the “Secured Party”).

WHEREAS, the Debtor is entering into a License Agreement dated as of Nov 20, 2020 (as amended and in effect from time to time, the “License Agreement”) with the Secured Party, pursuant to which the Secured Party, subject to the terms and conditions contained therein, is licensing to the Debtor certain rights in exchange for payments as set forth in the License Agreement; and

WHEREAS, it is a condition precedent to the Secured Party’s entry into the License Agreement that the Debtor execute and deliver to the Secured Party a security agreement in substantially the form hereof; and

WHEREAS, the Debtor wishes to grant a security interest in favor of the Secured Party as herein provided;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the License Agreement. The term “State,” as used herein, means the State of Oregon. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. The term “Obligations,” as used herein, means all of the indebtedness, obligations and liabilities of the Debtor to the Secured Party, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the License Agreement or this Agreement, and the term “Event of Default,” as used herein, means the failure of the Debtor to pay or perform any of the Obligations as and when due to be paid or performed under the terms of the License Agreement.

2. **Grant of Security Interest.** The Debtor hereby grants to the Secured Party, to secure the payment and performance in full of all of the Obligations, a security interest in, and so pledges and assigns to the Secured Party, the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the “Collateral”): all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance

claims and proceeds, and all general intangibles, including payment intangibles, patents, patent applications, trademarks, trademark applications, tradenames, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill and all licenses, permits, agreements of any kind or nature pursuant to which Licensee possess or use or have authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Debtor, and all recorded data of any kind or nature, regardless of the medium of recording including, all software, writings, plans, specifications, and schematics. The Secured Party acknowledges that the attachment of its security interest in any additional commercial tort claim as original collateral is subject to the Debtor's compliance with Section 4.7.

3. **Authorization to File Financing Statements.** The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Debtor is an organization, the type of organization and any organizational identification number issued to the Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish any such information to the Secured Party promptly upon the Secured Party's request. The Debtor also ratifies its authorization for the Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

4. **Other Actions.** To further the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, and without limitation on the Debtor's other obligations in this Agreement, the Debtor agrees, in each case at the Debtor's expense, to take the following actions with respect to the following Collateral:

4.1. **Promissory Notes and Tangible Chattel Paper.** If the Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper, the Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

4.2. **Deposit Accounts.** For each deposit account that the Debtor at any time opens or maintains, the Debtor shall, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, cause the depository bank to comply at any time with instructions from the Secured Party to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further

consent of the Debtor. The Secured Party agrees with the Debtor that the Secured Party shall not give any such instructions unless an Event of Default has occurred and is continuing.

4.3. **Investment Property.** If the Debtor shall at any time hold or acquire any certificated securities, the Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify. If any securities now or hereafter acquired by the Debtor are uncertificated and are issued to the Debtor or its nominee. The Secured Party agrees with the Debtor that the Secured Party shall not give any such instructions to any such issuer, unless an Event of Default has occurred and is continuing.

4.4. **Collateral in the Possession of a Bailee.** If any Collateral is at any time in the possession of a bailee, the Debtor shall promptly notify the Secured Party thereof and, at the Secured Party's request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party, and that such bailee agrees to comply, without further consent of the Debtor, with instructions from the Secured Party as to such Collateral. The Secured Party agrees with the Debtor that the Secured Party shall not give any such instructions unless an Event of Default has occurred and is continuing.

4.5. **Intentionally Omitted.**

4.6. **Letter-of-Credit Rights.** If the Debtor is at any time a beneficiary under a letter of credit, the Debtor shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, the Debtor shall, pursuant to an agreement in form and substance satisfactory to the Secured Party, arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Secured Party of the proceeds of the letter of credit.

4.7. **Commercial Tort Claims.** If the Debtor shall at any time hold or acquire a commercial tort claim, which the debtor represents and warrants that there are none known to the debtor as at the date of execution of this Security Agreement, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the particulars thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

4.8. **Other Actions as to Any and All Collateral.** The Debtor further agrees, at the request and option of the Secured Party, to take any and all other actions the Secured Party may determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral, including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that the Debtor's signature thereon is required therefor, (b) causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (c) complying with any

provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (d) obtaining governmental and other third party waivers, consents and approvals in form and substance satisfactory to Secured Party, including, without limitation, any consent of any licensor, lessor or other person obligated on Collateral, (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Secured Party and (f) taking all actions under any earlier versions of the Uniform Commercial Code or under any other law, as reasonably determined by the Secured Party to be applicable in any relevant Uniform Commercial Code or other jurisdiction, including any foreign jurisdiction.

5. **Relation to Other Security Documents.** The provisions of this Agreement supplement the provisions of any additional security agreements which secure the payment or performance of any of the Obligations.

5.1. **Patent Security Agreement.** Concurrently herewith the Debtor is executing and delivering to the Secured Party the Patent Security Agreement pursuant to which the Debtor is granting to the Secured Party security interests in certain Collateral consisting of patents and patent rights. The provisions of the Patent Security Agreement are supplemental to the provisions of this Agreement, and nothing contained in the Patent Security Agreement shall derogate from any of the rights or remedies of the Secured Party hereunder. Neither the delivery of, nor anything contained in, the Patent Security Agreement, shall be deemed to prevent or postpone the time of attachment or perfection of any security interest in such Collateral created hereby.

6. **Representations and Warranties Concerning Debtor's Legal Status.** The Debtor represents and warrants to the Secured Party as follows: (a) the Debtor's exact legal name is indicated in the first paragraph of this Agreement on the signature page hereof, and (b) the Debtor is an organization of the type and is organized in the jurisdiction set forth in the first paragraph of this Agreement.

7. **Covenants Concerning Debtor's Legal Status.** The Debtor covenants with the Secured Party that without providing at least 30 days prior written notice to the Secured Party, the Debtor will not change its name, its place of business, its type of organization, jurisdiction of organization or other legal structure.

8. **Representations and Warranties Concerning Collateral.** The Debtor further represents and warrants to the Secured Party as follows: (a) the Debtor is the owner of or has other rights in or power to transfer the Collateral, free from any right or claim or any person or any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement, and (b) the Debtor holds no commercial tort claims except as indicated in Section 2 of this Agreement.

9. **Covenants Concerning Collateral.** The Debtor further covenants with the Secured Party as follows: (a) the Collateral, will be kept at the Debtor's business location and, the Debtor will not remove the Collateral from such location, without providing at least 30 days prior written notice to the Secured Party, (b) except for the security interest herein granted, the

Debtor shall be the owner of, or have other rights in, the Collateral free from any right or claim of any other person, lien, security interest or other encumbrance, and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party, (c) the Debtor shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien or encumbrance in the Collateral in favor of any person, other than the Secured Party, (d) the Debtor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon, (e) the Debtor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located, (f) the Debtor will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, (g) the Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for (i) sales and leases of inventory and licenses of general intangibles in the ordinary course of business and (ii) so long as no Event of Default has occurred and is continuing, sales or other dispositions of obsolescent items of equipment consistent with past practices.

## 10. **Insurance.**

10.1. **Maintenance of Insurance.** The Debtor will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas, if such insurance is reasonably available. Such insurance shall be in such minimum amounts that the Debtor will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be in such forms and be for such periods as may be reasonably satisfactory to the Secured Party. In addition, all such insurance shall be payable to the Secured Party as loss payee.

10.2. **Insurance Proceeds.** The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with an interest having priority in the property covered thereby, (i) so long as no Event of Default has occurred and is continuing and to the extent that the amount of such proceeds is less than \$5,000, be disbursed to the Debtor for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, and (ii) in all other circumstances, be held by the Secured Party as cash collateral for the Obligations. The Secured Party may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Party may reasonably prescribe, for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, or the Secured Party may apply all or any part of such proceeds to the Obligations.

10.3. **Continuation of Insurance.** All policies of insurance shall provide for at least 30 days prior written cancellation notice to the Secured Party. In the event of failure by the Debtor to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance and charge the amount thereof to the Debtor. The Debtor shall

furnish the Secured Party with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

**11. Collateral Protection Expenses; Preservation of Collateral.**

**11.1. Expenses Incurred by Secured Party.** In the Secured Party's discretion, if the Debtor fails to do so, the Secured Party may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, maintain any of the Collateral, make repairs thereto and pay any necessary filing fees or insurance premiums. The Debtor agrees to reimburse the Secured Party on demand for all expenditures so made. The Secured Party shall have no obligation to the Debtor to make any such expenditures, nor shall the making thereof be construed as the waiver or cure of any Event of Default.

**11.2. Secured Party's Obligations and Duties.** Anything herein to the contrary notwithstanding, the Debtor shall remain obligated and liable under each contract or agreement comprised in the Collateral to be observed or performed by the Debtor thereunder. The Secured Party shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Secured Party of any payment relating to any of the Collateral, nor shall the Secured Party be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Secured Party or to which the Secured Party may be entitled at any time or times. The Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Uniform Commercial Code of the State or otherwise, shall be to deal with such Collateral in the same manner as the Secured Party deals with similar property for its own account.

**12. Securities and Deposits.** Whether or not any Obligations are due, the Secured Party may, following and during the continuance of an Event of Default, demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral.

**13. Notification to Account Debtors and Other Persons Obligated on Collateral.** If an Event of Default shall have occurred and be continuing, the Debtor shall, at the request and option of the Secured Party, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's agent therefor, and the Secured Party may itself, if an Event of Default shall have occurred and be continuing, without notice to or demand upon the Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Debtor shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Debtor as trustee for the Secured Party without commingling the same with other funds of the Debtor and

shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. The Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Secured Party to the Obligations, such proceeds to be immediately credited after final payment in cash or other immediately available funds of the items giving rise to them.

#### 14. **Power of Attorney.**

14.1. **Appointment and Powers of Secured Party.** The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Debtor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

(a) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary or useful to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all at least as fully and effectively as the Debtor might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate federal, state, local or other agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) upon written notice to the Debtor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation of assets of the issuer of any such securities, and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(b) to the extent that the Debtor's authorization given in Section 3 is not sufficient, to file such financing statements with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute in the Debtor's name such financing statements and amendments thereto and continuation statements which may require the Debtor's signature.

14.2. **Ratification by Debtor.** To the extent permitted by law, the Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

14.3. **No Duty on Secured Party.** The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, managers, employees or agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

15. **Rights and Remedies.** If an Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Debtor, shall have, in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Party may, so far as the Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Party may in its discretion require the Debtor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Debtor's principal office(s) or at such other locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to the Debtor at least 10 days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Debtor hereby acknowledges that 10 days prior written notice of such sale or sales shall be reasonable notice.

16. **Standards for Exercising Rights and Remedies.** To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Secured Party (a) to fail to incur expenses reasonably deemed significant by the Secured Party to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match

buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral. The Debtor acknowledges that the purpose of this Section 16 is to provide non-exhaustive indications of what actions or omissions by the Secured Party would fulfill the Secured Party's duties under the Uniform Commercial Code or other law of the State or any other relevant jurisdiction in the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 16. Without limitation upon the foregoing, nothing contained in this Section 16 shall be construed to grant any rights to the Debtor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 16.

17. **No Waiver by Secured Party.** The Secured Party shall not be deemed to have waived any of its rights or remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

18. **Suretyship Waivers by Debtor.** The Debtor waives demand, notice, protest, and notice of acceptance of this Agreement. With respect to both the Obligations and the Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 11.2. The Debtor further waives any and all other suretyship defenses.

19. **Marshalling.** The Secured Party shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshalling

of collateral which might cause delay in or impede the enforcement of the Secured Party's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

20. **Proceeds of Dispositions; Expenses.** The Debtor shall pay to the Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of the Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Party may determine proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to the Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, the Debtor shall remain liable for any deficiency.

21. **Overdue Amounts.** Until paid, all amounts due and payable by the Debtor hereunder shall be a debt secured by the Collateral and shall bear interest, beginning on the date of the applicable Event of Default at a rate of 6% per annum.

22. **Governing Law; Consent to Jurisdiction.** THIS AGREEMENT IS INTENDED TO BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OREGON WITH RESPECT TO COLLATERAL LOCATED WITHIN THE UNITED STATES AND THE LAWS OF THE COUNTRY OF JAMAICA WITH RESPECT TO COLLATERAL LOCATED OTHER THAN THE UNITED STATES. The Debtor agrees that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of the State, any federal court sitting therein, or the courts of Jamaica, and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon the Debtor by mail at the address set forth in the License Agreement. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

23. **Intentionally Omitted.**

24. **Miscellaneous.** The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Debtor acknowledges receipt of a copy of this Agreement.

**EXHIBIT C**

**PATENT SECURITY AGREEMENT**

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is dated as of November 20, 2020 between SW Holdings, Inc., an Oregon corporation, (the “Debtor”), and Marley Green, LLC, a Delaware limited liability company (the “Secured Party”).

The Debtor and the Secured Party hereby agree as follows:

### SECTION 1. **Definitions; Interpretation.**

(a) **Terms Defined in Security Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

“Collateral” has the meaning set forth in Section 2 hereof.

“License Agreement” means that certain License Agreement entered into as of November 20, 2020 by the Debtor and the Secured Party.

“Security Agreement” means that certain Security Agreement, dated as of the date hereof, between the Debtor and the Secured Party.

“PTO” means the United States Patent and Trademark Office.

“UCC” means the Uniform Commercial Code as in effect in the State of Oregon.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by the Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### SECTION 2. **Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, the Debtor hereby assigns, transfers and conveys to the Secured Party, and grants to the Secured Party a security interest in and mortgage to, all of the Debtor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or

arising, or in which the Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in **Schedule A**), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all general intangibles and all intangible intellectual or other similar property of the Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** The Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

**SECTION 3. Supplement to Security Agreement.** This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. Representations and Warranties.** The Debtor represents and warrants to the Secured Party that a true and correct list of all of the existing Collateral is set forth in **Schedule A**.

**SECTION 5. Further Acts.** On a continuing basis, the Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtor’s compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any other applicable government office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party’s interest in the Collateral with the PTO or other applicable government office, at the expense of the Debtor. In addition, the Debtor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Debtor shall at any time hold or acquire a

commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

**SECTION 6. Authorization to Supplement.** If the Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new patent rights. Without limiting the Debtor's obligations under this Section 6, the Debtor authorizes the Secured Party unilaterally to modify this Agreement by amending **Schedule A** to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

**SECTION 7. Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, the Secured Party and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

**SECTION 8. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of Oregon, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Oregon.

**SECTION 9. Amendment.** Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving the Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Security Agreement.

**SECTION 10. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. **Termination.** Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party (at the Debtor's expense) shall promptly execute and deliver to the Debtor such documents and instruments reasonably requested by the Debtor as shall be necessary to evidence termination of all such security interests given by the Debtor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.

SECTION 12. **No Inconsistent Requirements.** The Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. **Severability.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. **Notices.** All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the License Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE DEBTOR

SW HOLDINGS, INC.,  
a Oregon corporation

By: \_\_\_\_\_  
Title: Mike Arnold, President

THE SECURED PARTY

MARLEY GREEN, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**  
to the Patent Security Agreement

Debtor: SW Holdings, LLC

**Patents and Patent Licenses**

<b>Patent Title</b>	<b>Application No.</b>	<b>Application Filing Date</b>	<b>Registration Date</b>	<b>Patent No.</b>	<b>Filing Office</b>
Metered Dosing Compositions of plant and fungal compounds for oral, nasal, sublingual, and topical use	62/870,722	July 4, 2019			PTO
Metered Dosing Compositions of plant and fungal compounds for oral, nasal, sublingual, and topical use	PCT/US20/40826	July 3, 2020			PTO

