

WHOLESALE SUPPLY AGREEMENT

This Wholesale Supply Agreement ("Agreement") is made as of April 20, 2019 ("Effective Date") by and among **BOTANICA, LLC** ("Retailer"), with a principal place of business at 31 Rogers Avenue, Somerville, MA 02144, and **SIRA NATURALS, INC.** ("Sira"), with an address of 300 Trade Center, Suite 7700, Woburn, MA 01801.

RECITALS

A. Retailer holds or intends to hold a valid Marijuana Retailer License (the "License") issued by the Massachusetts Cannabis Control Commission ("CCC"), to enable it to operate a retail marijuana establishment for the sale of marijuana and other goods pursuant to 935 CMR 500.000 et.seq.

B. Retailer wishes to purchase, and has agreed to purchase from Sira, certain cannabis products distributed by Sira, including, without limitation, marijuana flower, concentrates, vape cartridges, topical creams and ointments and edible products (collectively the "Products") pursuant to the terms and conditions of this Agreement. A list of the proposed products as of the date of this agreement are attached hereto as Exhibit

C. Sira has agreed to sell the Products to Retailer pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, and the agreements set forth below, the parties, intending to be legally bound, hereby agree as follows:

1. Terms and Conditions

1.1 Products. Buyer agrees to purchase Products from Sira at the prices agreed to in this Agreement in such amounts as Buyer may order from time to time during the Term (as defined herein) of this Agreement. Sira agrees to sell and supply Retailer with Products ordered by Retailer in accordance with the provisions of this Agreement.

1.2 Purchase Orders. Retailer may, from time to time, issue written purchase orders (each, an "Order") to Sira, for Products to be sold and delivered by Sira to Retailer in accordance with this Agreement. Orders may be submitted by email or facsimile. An Order shall not be effective or binding on Sira unless and until it has been accepted in writing by Sira and such acceptance has been communicated to Retailer by email or facsimile. No changes to an Order, or to this Agreement, including any purported changes set forth in any acceptance notice, invoice or billing statement, shall be effective unless expressly agreed to in writing by both Sira and Retailer. The terms and conditions of this Agreement shall be deemed incorporated in all Orders submitted by Retailer. In the event of any conflict between the terms of this Agreement and any Order submitted by Retailer, the terms of the Order, upon acceptance by Sira, shall be controlling.

1.3 Retailer's Purchase Obligations. As a material inducement to Sira to enter into this Agreement:

(a) Retailer shall reserve one-third (33.3%) of its total inventory storage space and one-third (33.3%) of its retail display space, for Product sales, storage and display (the "Sira Reserved Space"). For the avoidance of doubt, the amount of space allocated to the Products shall be determined by measuring the total cubic feet of space allocated to inventory storage and retail display and dividing it by the total number of cubic feet allocated to Products, or by such other method as the parties may agree. Sira shall have the right to enter Retailer's premises, from time to time to verify the amount of Sira Reserved Space allocated to the Products. Sira shall use reasonable commercial efforts to minimize the disruption of Retailer's business. The Sira Reserved Space shall be in such location or locations in Retailer's establishments as may be determined in the discretion of the Retailer provided its location is not less favorable than any other retail display space for any other Products being displayed or sold.

(b) Retailer covenants and agrees to purchase Products sufficient to occupy at all reasonable times the Sira Reserved Space and to keep such space fully stocked in all of Retailer's Cambridge establishment locations.

(c) Notwithstanding Retailer's obligations set forth in subparagraphs (a) and (b), Sira shall be under no obligation to sell Products sufficient to occupy all of the Sira Reserved Space.

1.4 Acceptance of Orders. Acceptance of Retailer's Order by Sira creates an obligation to deliver Products in accordance with all of the terms and conditions set forth in the Order and in this Agreement. Each Order shall be deemed a separate contract between Sira and Retailer and is an independent contractual obligation from any other Order; provided, however, that the express terms and conditions contained in this Agreement shall exclusively govern and control each of the parties' respective rights and obligations regarding the subject matter of this Agreement.

1.5 Pricing. The price at which Sira shall sell and Retailer shall purchase Products shall be seventy percent (70%) of the manufacturer's suggested retail price ("MSRP") at the time of sale. MSRP shall be the price at which Sira offers such Products for sale in its own retail stores from time to time, without regard to any sales or discounts, as shown on its website, www.siranaturals.org.

1.6 Packaging. All shipments shall be packed in containers in a manner to avoid damage to the Products and their packaging. All quantities of Products for each Order must conform to the invoice for such Products. Sira shall be liable for all damages resulting from improper packaging and/or loading of Products and containers.

1.7 Payment Terms. Invoiced amounts shall be paid by Retailer COD, except first two months order shall be paid net 30 days. Any amounts not timely paid shall bear interest from the due date at five percent over the rate set forth in the Wall Street Journal as the prime rate on the due date of payment as the prime rate.

1.8 Term and Termination. This Agreement shall begin on the Effective Date and continue for a period of five (5) years unless sooner terminated as provided herein. the Term

of this Agreement may be extended by mutual written agreement of the parties. Sira shall have the right to terminate this Agreement (a) upon a default under this Agreement by Retailer which lasts more than fifteen (15) days after notice, (b) Retailer's application for a Marijuana Establishment License are denied by the licensing authority, (c) the License of Retailer is suspended, revoked or terminated for any reason. No termination of this Agreement shall relieve either party from any breach or default by such party under this Agreement or any accepted Order that is pending and unfulfilled as of the time of termination.

2. Representations and Warranties

2.1 Applicable Warranty. Sira represents and warrants to Retailer the Products will be merchantable. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, SIRA HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2.2 Return of Products. If all or part of any delivery does not conform to Retailer's Order, Retailer, must notify Sira within Five (5) business day of delivery, and if Retailer so notifies Sira, Retailer, at its discretion at any time, may return to Sira for full credit, at Retailer's option and at Sira's risk and expense, including transportation charges both ways, any or all such Products.

3. Proprietary Rights and Protected Information

3.1 Intellectual Property. All trademarks, trade dress, know-how, trade secrets and proprietary information of Sira (collectively, "Intellectual Property") relating in any way to the Products shall at all times remain the sole property of Sira, and Retailer shall not acquire any ownership, license or other rights to any Intellectual Property.

3.2 Protected Information.

"Confidential Information" means any and all information, know-how and intellectual property designated as confidential and disclosed to Retailer by Sira, either directly or indirectly, in writing, orally, by electronic media, or by visual inspection of tangible objects, including without limitation: supplier information, business information, marketing information, financial information, information concerning products and services, reports, analyses, plans, forecasts, strategies, designs, graphic material, trade secrets, know-how, ideas, or any other business information. Confidential Information does not include any information that Retailer can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Retailer by Sira, (ii) s already in the possession of Retailer, without confidentiality restrictions, at the time of disclosure by Sira, or prior to execution of this Agreement, as shown by Retailer's files and records immediately prior to the time of disclosure or prior to execution of this Agreement; or (iv) is obtained by Retailer from a third party without a breach of such third party's obligations of confidentiality.

3.3 Restrictions. Retailer shall not disclose or use any Confidential Information for any purpose, except as needed to disclose to those employees and agents who require information to enable Retailer to perform its obligations under this Agreement. Retailer shall take appropriate precautions to preserve the secrecy and confidentiality of all Confidential Information.

Upon termination of this Agreement and completion of all outstanding Orders, Retailer shall return to Sira all Confidential Information in Retailer's possession and shall not retain any copies thereof. In no event shall Retailer acquire any right or interest in any Confidential Information, including, without limitation any special features, or any patent, trademark, trade secret, confidential information, or other proprietary rights of Sira, all of which belong solely to Sira.

3.4 No Representations. Retailer understands and acknowledges that although the Confidential Information includes information that Sira believes to be accurate and relevant for the purpose of manufacturing and supplying Products, Sira does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information.

4. Limitation on Liability

4.1 IN NO EVENT SHALL SIRA, RETAILER OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, MANAGERS, DIRECTORS, OFFICERS, EQUITY HOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES, (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, BUSINESS INTERRUPTION, DAMAGE TO BUSINESS REPUTATION, OR LOSS OF USE) ARISING: (I) OUT OF THE RELATIONSHIP BETWEEN THE PARTIES UNDER THIS AGREEMENT; (II) OUT OF ANY CLAIM A PARTY HAD, HAS, OR MAY HAVE, KNOWN OR UNKNOWN, AGAINST THE OTHER PARTY WHETHER GROUNDED IN LAW, TORT (INCLUDING NEGLIGENCE) OR CONTRACT ARISING FROM THIS AGREEMENT; OR (III) OTHERWISE ARISING UNDER THIS AGREEMENT; EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Miscellaneous Provisions

5.1 Entire Agreement; Amendments. This Agreement constitutes the entire understanding and agreement of the parties respecting the subject matter hereof and supersedes any and all prior agreements, arrangements or understandings between the parties, whether written or oral, relating thereto. This Agreement may not be amended or supplemented in any way except by a written document signed by both parties.

5.2 Governing Law and Disputes. This Agreement and the relationship of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws. In the event that an unresolved dispute arises over the enforcement, interpretation, construction or breach of this Agreement, the parties agree that it shall be litigated in the appropriate state courts of Massachusetts and each party hereby irrevocably submits to the exclusive jurisdiction and venue of such courts for all purposes with respect to any legal action or proceeding relating thereto. The parties acknowledge and agree that neither of them may use as a defense in any proceeding arising out of this Agreement, illegality under any federal law of the possession, use, sale, manufacture or processing of cannabis or any Product.

5.3 Attorneys Fees. In the event that any party hereto shall bring any proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the substantially prevailing party shall be reimbursed by the other party for all reasonable costs of litigation, including reasonable attorneys' fees.

5.4 Severability. In the event that any term of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other portion of this Agreement, and there shall be deemed substituted for such term other term(s) that are permitted by applicable law and that will most fully realize the intent of the parties as expressed in this Agreement..

5.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and each of their respective representatives, successors and assigns.

5.6 Notices. Any notices or communications relating to matters covered by this Agreement shall be in writing and shall be deemed effective only upon receipt thereof by the other party. Notices or communications to Retailer shall be directed to the attention of _____ . The address of each party and, in the case of Retailer, its contact person may be changed at any time by means of a notice given in the manner provided in this paragraph.

5.7 No Waivers. The failure of any party to enforce, or any delay in enforcing, any right, power or remedy that such party may have under this Agreement shall not constitute a waiver of any such right, power or remedy, or release the other party from any obligations under this Agreement, except by a written document signed by the party against whom such waiver or release is sought to be enforced.

5.8 Time of Essence. Time is of the essence to every provision of this Agreement. Extension, waiver or variation of any provision of this Agreement shall not in any way modify the provisions of this paragraph, and there shall be no implied waiver of the provisions of this paragraph.

[signatures follow on next page]

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first above written.

RETAILER

By: _____

Title: _____

[Handwritten Signature]
Manager

SIRA NATURALS, INC.

By: _____

Title: President

[Handwritten Signature]

THEORY

W E L L N E S S

September 30th, 2019

Re: **Securing Future Supply Chain and Waste Disposal**

To Whom It May Concern:

This letter of intent is designed to show that both parties plan to develop a mutually beneficial relationship where Theory Wellness Inc. will:

1. Provide high quality cannabis and cannabis infused products to Botanica, LLC. These products will include but are not limited to:
 - a. Cannabis flower
 - b. Pre rolled cannabis joints
 - c. Cannabis vaporizers (if permitted by the Commonwealth)
 - d. Cannabis infused edible products
 - e. Cannabis infused topical products
2. For a to be negotiated fee, contract with Theory Wellness Inc. to pick up and compliantly destroy any waste from Botanica LLC's dispensary location.

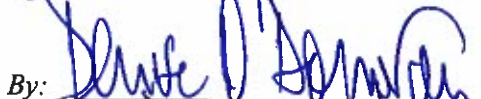
Sincerely,



Brandon Pollock
CEO
Theory Wellness Inc.

Agreed and accepted

By:


Denise O'Donovan / Manager

Date:

10/1/2019

MASSGROW, LLC
500 TOTTEN POND ROAD
6TH FLOOR
WALTHAM, MA 02451

September 30th, 2019

Re: Securing Future Supply Chain and Waste Disposal

To Whom It May Concern:

This letter of intent is designed to show that both parties plan to develop a mutually beneficial relationship where MASS GROW, LLC will:

1. Provide high quality cannabis and cannabis infused products to Botanica, LLC. These products will include but are not limited to:
 - a. Cannabis flower
 - b. Pre rolled cannabis joints
 - c. Cannabis vaporizers (if permitted by the Commonwealth)
 - d. Cannabis infused edible products
 - e. Cannabis infused topical products
2. For a to be negotiated fee, contract with MASSGROW, LLC to pick up and compliantly destroy any waste from Botanica LLC's dispensary location.


Sincerely,



Frank Perullo
CEO
MASSGROW, LLC

Agreed and accepted:

By:


Name/Title Denise O'Donovan / Manager

Date:

10/1/2019