

OUTLINE

CALIFORNIA DELIVERY CORPORATION

We are focused on acquiring the assets belonging to Cannabis Delivery Services through seller financing at annual revenue multiples of .3x to .85x over terms as long as 7 years.

- Must be a delivery service located in the East Bay, SF, South Bay or Sacramento
- Must be open to seller financing (payout over 2-7 years on a monthly basis).
- Assets that must be included are IP, Branding, Logos, Website, Customer List and Contact Info, POS systems and software, Phones, Vehicles and all other assets owned by company at time of closing.
- Must be open to due diligence and review of financials.
- Current Revenue targets in the range of \$360k to \$5 million annually.
- Must agree not to start a competing company or company with similar name or branding for a reasonable period after closing.

FEE STRUCTURE FOR BROKER NETWORK:

Referral fee structure - \$2.5k under \$500k, \$5k between \$500k and \$1 million and \$10k over \$1 million.

REFERRAL FEE AGREEMENT:

This Referral Fee Agreement (hereinafter the "Agreement") is made on July 20th, 2022 (the "Effective Date"), by and between Royal & Mitchell Logistics LLC of 7700 Edgewater Drive, Oakland, California 94621 (hereinafter referred to as "Buyer") and **BLANK**.

WHEREAS, Buyer desires to purchase Indika Cannabis:

WHEREAS, Referrer has contacts within the Cannabis industry and desires to act as an intermediary finder of services for Buyer;

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the parties agree as follows:

I. LEGAL COMPLIANCE:

Referrer certifies that no certification or licensure is required by the Cannabis industry.

II. TERM AND TERMINATION:

The term of this Agreement shall commence on the Effective Date and shall continue in full force.

III. EXCLUSIVITY:

For the term of this Agreement, Referrer shall have the non-exclusive right to introduce prospective sellers to the Buyer who is not already known to the Buyer.

IV. FEES AND PAYMENT:

The following must take place in order for the Referrer to be paid. If these conditions are not met, the Referrer will receive no payment. A Definitive Purchase Agreement has been signed by both parties.

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The Referrer's fee shall be a fee of \$10,000.00.

Upon determination of referrer fees due, the Referrer shall issue an invoice to the Buyer and payment shall be due net thirty (30) days from the date of the invoice and be paid in monthly payments over (12) months.

Acceptable forms of payment include the following:

Check, Wire Transfer.

Checks shall be made payable to **BLANK**.

Wire transfer account information: To Be Provided

V. FINAL AGREEMENT:

This Agreement represents the entire agreement with respect to the subject matter hereof and terminates and supersedes all prior understandings or agreements with respect to such matters. This Agreement may be amended only in writing signed by both parties.

VI. LEGAL CONSTRUCTION:

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

VII. GOVERNING LAW:

This Agreement shall be governed by the laws of California, without giving effect to principles of conflicts of law.

VIII. SIGNATORIES:

This Agreement shall be executed on behalf of Royal & Mitchell Logistics LLC by Brendan Royal, Managing Member and on behalf of **BLANK** by **BLANK**. The Agreement shall be effective as of the Effective Date first written above