



**CANNABIS LIBERATION LEAGUE
CALIFORNIA
CLLCA.ORG**

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**Cannabis Liberation League - California –
Local Chapter License Agreement**

This License Agreement (henceforth referred to as “this Agreement”), is hereby made on this _____ day of _____, 20_____, by and between Cannabis Liberation League - California - State Chapter (hereafter referred to as “CANNABIS LIBERATION LEAGUE - CALIFORNIA”), a non-profit 501-C-4 corporation, with its principal place of business at 1350 Donita Drive, Red Bluff California 96080, and “Cannabis Liberation League - California – “_____ Chapter”, an independent Local Chapter of CANNABIS LIBERATION LEAGUE - CALIFORNIA, having a membership base representing a particular region or jurisdiction(s), with its principal place of business at _____.

Now therefore, in consideration of the entirety of this Agreement and all provisions contained herein, the sufficiency and receipt of which are hereby acknowledged, both parties hereby consent to the following:

I. Grant of License to Local Chapter.

CANNABIS LIBERATION LEAGUE - CALIFORNIA hereby grants to Local Chapter a non-exclusive License to be a Local Chapter of CANNABIS LIBERATION LEAGUE - CALIFORNIA, under the name

“Cannabis Liberation League - California - _____ Chapter.”

A. Local Chapter Responsibilities. Local Chapter agrees to operate in accordance with the laws of the State of California. Local Chapter agrees to operate in accordance with the Articles of Incorporation, Bylaws and Purposes Statement of, and to elect and maintain at least three Officers from amongst its membership, in accordance with said bylaws. Local Chapter agrees to maintain an active membership roster of at least ten (10) members at all times.

B. Formation Qualifications and Procedures. The establishment of a Local Chapter shall be confirmed by the Cannabis Liberation League-California Membership Advisory Board upon receipt by the State Chapter of a petition of no less than (10) ten members in good standing requesting the establishment of a Local Chapter.

a) Each petition shall include a completed Local Chapter License Agreement and a \$50.00 non-refundable application fee with the Cannabis Liberation League-California, and a list of local founding members in good standing, including their complete contact information.

b) The petitioner shall be notified upon the approval by the State Chapter Board of Directors to establish a Local Chapter.

c) The members of the Local Chapter shall elect officers to its Executive Committee and make other appointments as established in the Local Chapter License Agreement. The first order of business after electing Local Chapter Officers shall be to approve a motion to enter into a Local Chapter License Agreement with Cannabis Liberation League-California State Chapter. A signed copy of the Local Chapter License Agreement shall be sent to The Cannabis Liberation League-California.

C. Application and Annual Fees. Upon final approval of Charter, Local Chapter shall pay a one-time, non-refundable \$200 start-up fee to CANNABIS LIBERATION LEAGUE - CALIFORNIA, for the purposes of Local Chapter support, links from State Chapter website to Local Chapter webpage, social media development, chapter networking, and joint-marketing efforts. Additionally, Local Chapter shall pay \$25 per month to CANNABIS LIBERATION LEAGUE - CALIFORNIA for administrative support and technical consultations.

D. Uses of License. Local Chapter is authorized to use the name “Cannabis Liberation League - California - _____ Chapter”, and logo of CANNABIS LIBERATION LEAGUE - CALIFORNIA, in or in connection with Local Chapter’s name, acronym, motto and logo, with the authority to use such marks in connection with Local Chapter’s activities as authorized in this Agreement, subject to the terms and conditions thereof and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Local Chapter by CANNABIS LIBERATION LEAGUE - CALIFORNIA in writing.

E. Term and Termination. The term of this Agreement shall commence in accordance of Section I-B (above) and shall continue until formally revoked by CANNABIS LIBERATION LEAGUE - CALIFORNIA or formally surrendered by Local Chapter, pursuant to the terms of this Agreement for revocation and surrender. The terms of this Agreement shall remain in full force and effect so long as Local Chapter maintains active standing in accordance with this Agreement. Failure to abide by the terms of this Agreement, or in maintaining active status may result in termination, at the sole discretion of CANNABIS LIBERATION LEAGUE - CALIFORNIA. In the event of Local Chapter termination or surrender, Local Chapter must return any and all materials, products or other goods purchased with funds dispersed by CANNABIS LIBERATION LEAGUE - CALIFORNIA back to the possession of CANNABIS

LIBERATION LEAGUE - CALIFORNIA in a timely manner. Any funds in Local Chapter bank accounts must either be relinquished back to CANNABIS LIBERATION LEAGUE - CALIFORNIA or donated to one or more charitable organizations chosen by Local Chapter, upon the completion of Local Chapter termination or surrender.

F. Territory. Local Chapter shall carry out the Purposes of CANNABIS LIBERATION LEAGUE - CALIFORNIA within the following local jurisdiction(s) and/or geographic regions within the State of California (Please provide Map and Description):

(henceforth referred to as “the Territory”), pursuant to CANNABIS LIBERATION LEAGUE - CALIFORNIA’s Articles of Incorporation, Bylaws and Purposes Statement, or as otherwise established by CANNABIS LIBERATION LEAGUE - CALIFORNIA’s Board of Directors. Local Chapter acknowledges that this designation is non-exclusive in the Territory and that CANNABIS LIBERATION LEAGUE - CALIFORNIA may, in its sole discretion, designate other Local Chapters within the Territory or may sponsor or conduct programs, and perform other activities within the Territory.

G. Authorized Activities. CANNABIS LIBERATION LEAGUE - CALIFORNIA specifically authorizes Local Chapter to conduct the following activities within the Territory pursuant to the Obligations of the Local Chapter:

(1) Local Chapter members in good standing may vote to elect Local Chapter leadership (Executive Committee), in any regular meeting of the Chapter Membership;

(2) Local Chapter members in good standing are automatically eligible to attend the meetings of, and to vote in matters under the purview of, the Sub-Committee(s) to which they are automatically a member of (i.e. their Class - I category or categories of membership). If a Sub-Committee has yet to be formed at any Local Chapter, any three or more members of that membership category may hold meetings and form said Sub-Committee, in accordance with the Articles of Incorporation and Bylaws of CANNABIS LIBERATION LEAGUE - CALIFORNIA;

(3) Local Chapter members in good standing may vote to elect Advocacy Representatives to the State Chapter’s Membership Advisory Board, in any election of the general membership (provided that members may only vote for Advocacy Representatives from within their own category/ categories of membership);

(4) Local Chapter members in good standing may vote on any other matters that are under the purview of the general membership, in accordance with CANNABIS LIBERATION LEAGUE - CALIFORNIA bylaws;

(5) Local Chapter may conduct regular and special meetings of the Membership at large, and of the Executive Committee. Local Chapter Sub-Committees shall meet on a regular basis and with a frequency at least as often as all regular meetings of the Executive Committee;

(6) Local Chapter may address any local, regional, state and federal matters, as authorized under Sections III and IV of this Agreement (“CANNABIS LIBERATION LEAGUE - CALIFORNIA Obligations” and “Local Chapter Obligations”);

(7) Local Chapter may conduct fundraising efforts, in accordance with Section V of this Agreement (“Local Chapter Fundraising and Expenditures”);

(8) Local Chapter may conduct all forms of community outreach and education that are in accordance with this Agreement and with the written policies of CANNABIS LIBERATION LEAGUE - CALIFORNIA;

(9) Local Chapter may establish, sponsor and host local public interest and educational groups, in accordance with the needs of its membership, including but not limited to participation with the “Cannabis Liberation League - California – Legal Assistance Program”, pursuant to Section V of this Agreement (“Local Chapter Fundraising and Expenditures”);

(10) Local Chapter is authorized to meet with representatives of all relevant local, state and federal governments, public interest groups and private interest groups, in order to facilitate the purposes of Local Chapter and of CANNABIS LIBERATION LEAGUE - CALIFORNIA;

(11) Local Chapter may participate in events and actions consistent with the Purposes of Local Chapter and of CANNABIS LIBERATION LEAGUE - CALIFORNIA and may participate in any other activities of which CANNABIS LIBERATION LEAGUE - CALIFORNIA may authorize Local Chapter to engage.

II. Membership.

A. Local Chapter must maintain at least Ten (10) members in good standing, in order to maintain Local Chapter status.

B. The terms and conditions of membership in CANNABIS LIBERATION LEAGUE - CALIFORNIA shall be determined exclusively by CANNABIS LIBERATION LEAGUE - CALIFORNIA and shall be set forth in CANNABIS LIBERATION LEAGUE - CALIFORNIA’s Bylaws. The terms and conditions of membership in Local Chapter shall be in accordance with CANNABIS LIBERATION LEAGUE - CALIFORNIA Bylaws and this Chapter Agreement.

C. All Local Chapter and CANNABIS LIBERATION LEAGUE - CALIFORNIA membership dues shall be collected directly from members by Local Chapter, and Local Chapter shall thereafter remit CANNABIS LIBERATION LEAGUE - CALIFORNIA dues to CANNABIS LIBERATION LEAGUE - CALIFORNIA (both on a monthly basis). There will be a 30-day collection buffer for all Local Chapters, whereby all dues collected on the first month shall be

due to CANNABIS LIBERATION LEAGUE - CALIFORNIA by the 10th day of the second month, and this payment schedule repeats itself every month thereafter.

D. Local Chapter shall implement the classes and categories of membership, and tiers of dues, as established by CANNABIS LIBERATION LEAGUE - CALIFORNIA and the Articles of Incorporation and Bylaws of State Chapter. Note: CANNABIS LIBERATION LEAGUE - CALIFORNIA encourages Local Chapter to offer free or reduced memberships to individuals that meet specific qualifications and recommends that free or reduced memberships comprise no less than 10%, and no more than 25%, of Local Chapter's overall membership base.

E. In accordance with Class-I Membership Categories, the following dues structures shall apply to all Local Chapter members, excepting in cases of Local Chapter discounts or dues waivers: (1) Individual Cannabis Advocate shall be \$100 per year or \$10 per month; (2) Licensed Cannabis Cultivators shall be \$1000 per year or \$100 per month; (3) Licensed Cannabis Manufacturers shall be \$1000 per year or \$100 per month; (4) Licensed Cannabis Distributors shall be \$500 per year or \$50 per month; (5) Licensed Cannabis Dispensaries shall be \$1000 per year or \$100 per month; (6) Licensed Cannabis Testing Laboratories shall be \$500 per year or \$50 per month, (7) Supportive /Professional Businesses shall be \$1000 per year or \$100 per month, and (8) Supportive NGO's and Non-Profits shall be \$500 per year or \$50 per month.

F. All membership dues, including discounted dues and waived dues, shall be recorded and paid to the Local Chapter and reported to CANNABIS LIBERATION LEAGUE - CALIFORNIA in Local Chapter's monthly reports, as they are established.

III. Obligations of CANNABIS LIBERATION LEAGUE - CALIFORNIA. The obligations of CANNABIS LIBERATION LEAGUE - CALIFORNIA under this agreement shall include:

A. List Local Chapter on CANNABIS LIBERATION LEAGUE - CALIFORNIA's website, create initial web page and social media accounts for Local Chapter and provide troubleshooting and technical support to Local Chapter, as needed;

B. Refer inquiries from interested parties within the Territory to Local Chapter;

C. Provide Local Chapter with CANNABIS LIBERATION LEAGUE – CALIFORNIA's Articles of Incorporation and Bylaws;

D. Send out email blasts and action alerts that are consistent with the Purposes Statement of CANNABIS LIBERATION LEAGUE - CALIFORNIA;

E. Provide “start-up” support to newly formed and developing Local Chapters, and ongoing coordinated support with Local Chapters that maintain active status (i.e. chapters that adhere to all requirements of Section IV, and that develop successful local strategies and actions).

F. CANNABIS LIBERATION LEAGUE - CALIFORNIA may elect to loan monies to Local Chapter, upon written request from Local Chapter Executive Committee, under the following terms and conditions:

Repayment of Loans: Establishing repayment schedules of loans (monthly, quarterly, annually), and agreed upon interest rates, are subject to a vote by the CANNABIS LIBERATION LEAGUE - CALIFORNIA Board of Directors and the Local Chapter Executive Committee, at any regular or special meeting of either body.

G. Assist Local Chapters in establishing one or more Local Chapter bank accounts, with Local Chapter Officers, at local community bank or credit union of Local Chapter’s choosing.

IV. Obligations of Local Chapter. The obligations of the Local Chapter under this agreement shall include:

A. Local Chapter must be comprised of at least Ten (10) members in good standing as provided in the Cannabis Liberation League- California Bylaws Article 4, Section 4.1 (a) (with their dues currently paid in full and having active membership status...i.e. not suspended or terminated), in order to maintain active Local Chapter status;

B. Local Chapter agrees to assume responsibility for providing regular updates to Local Chapter web page and social media accounts, under the supervision of CANNABIS LIBERATION LEAGUE - CALIFORNIA and its technical support staff;

C. Local Chapter agrees to operate in accordance with the initial Articles of Incorporation, Bylaws and Purposes Statement provided by CANNABIS LIBERATION LEAGUE - CALIFORNIA. All subsequent amendments to Local Chapter Policies and Procedures must remain consistent in all material respects with the Bylaws and Purposes of CANNABIS LIBERATION LEAGUE - CALIFORNIA. Such amendments by Local Chapter must be submitted to CANNABIS LIBERATION LEAGUE - CALIFORNIA for final approval, and for record-keeping purposes. Final approval shall be provided to Local Chapter in writing by CANNABIS LIBERATION LEAGUE - CALIFORNIA within 10 days of receipt of requested amendments and shall have full force and effect at that time. CANNABIS LIBERATION LEAGUE - CALIFORNIA reserves the right to refuse or to suggest alterations to such amendments, for cause and in accordance with the Bylaws and Purposes of CANNABIS LIBERATION LEAGUE - CALIFORNIA;

D. Local Chapter warrants that it is, and shall remain, in full compliance with all applicable laws, regulations and other legal and ethical standards that may affect its performance under this Agreement. Furthermore, it is the sole responsibility of Local Chapter to obtain any required permits and licenses, and to pay the accompanying fees to all local, state or federal agencies, in the furtherance of its continued operations;

E. Local Chapter shall maintain all financial records pursuant to Section V of this Agreement and shall file quarterly financial reports to CANNABIS LIBERATION LEAGUE - CALIFORNIA. Additionally, Local Chapter agrees to fully comply with any audit process instigated by CANNABIS LIBERATION LEAGUE - CALIFORNIA, upon receipt of a written request for such an audit;

F. Local Chapter may retain and provide CANNABIS LIBERATION LEAGUE - CALIFORNIA all necessary information for tax filing purposes to CANNABIS LIBERATION LEAGUE - CALIFORNIA., in regular intervals and in a timely fashion, or upon the written request from CANNABIS LIBERATION LEAGUE - CALIFORNIA. at any time.

G. Local Chapter shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of CANNABIS LIBERATION LEAGUE - CALIFORNIA and shall use its best efforts to ensure that all such programs and activities are implemented in an efficient and ethical manner. Local Chapter shall only use materials provided or approved by CANNABIS LIBERATION LEAGUE - CALIFORNIA in the furtherance of such programs and activities.

H. Local Chapter shall submit regular schedules of all upcoming meetings, conferences, seminars, events, programs and activities that it intends to sponsor or conduct, to CANNABIS LIBERATION LEAGUE - CALIFORNIA, for joint marketing and website tracking purposes;

I. Local Chapter shall endeavor to conduct its political, legal and educational affairs in accordance with the purposes and objectives of CANNABIS LIBERATION LEAGUE - CALIFORNIA. In performing this function, Local Chapter shall work with CANNABIS LIBERATION LEAGUE - CALIFORNIA in order to promote State-wide consistency in these efforts;

J. Local Chapter agrees to adopt CANNABIS LIBERATION LEAGUE - CALIFORNIA's non-discrimination policy, and to post it on Local Chapter's website and to display it at Local Chapter's principal place of business (where applicable). The CANNABIS LIBERATION LEAGUE - CALIFORNIA non-discrimination policy reads as follows: "CANNABIS LIBERATION LEAGUE - CALIFORNIA is committed to providing an environment that is free from discrimination in practice and opportunity because of race, color, religion, creed, National origin, ancestry, disability, gender or gender identity, sexual orientation or age."

K. Local Chapter agrees to participate in CANNABIS LIBERATION LEAGUE - CALIFORNIA campaigns and State Chapter agenda, including but not limited to participation in the “Cannabis Liberation League - California – Legal Assistance Program”;

L. Local Chapter agrees to conduct one mandatory annual fundraising event per calendar year, in addition to the collection of membership dues as outlined in this Agreement;

M. Local Chapter is not authorized to hire, employ or contract with any person or legal entity, or to engage in any contracts on behalf of Local Chapter or CANNABIS LIBERATION LEAGUE - CALIFORNIA, without prior written approval by CANNABIS LIBERATION LEAGUE - CALIFORNIA. All such legal contracts, once authorized, shall be recorded in the Minutes at any regular or special meeting of the Local Chapter’s Executive Committee, for record-keeping purposes.

N. The Local Chapter shall elect officers to its Executive Committee and make other appointments as established in the Local Chapter License Agreement. The first order of business after electing Local Chapter Officers shall be to approve a motion to enter into a Local Chapter License Agreement with Cannabis Liberation League-California State Chapter. A signed copy of the Local Chapter License Agreement shall be sent to The Cannabis Liberation League-California.

O. The Local Chapter shall establish Sub-Committees in order to represent each of the eight Categories of Membership available to all Class IV Members within the Local Chapter. The Sub-Committees shall hold meetings and determine, in a manner suitable to the Local Chapter, recommendations for actions by the Executive Committee.

P. Local Chapter agrees to submit digital or printed copies of the minutes of any and all regular or special meetings that are conducted by Local Chapter’s Officers, Membership or Committees, upon the written request of CANNABIS LIBERATION LEAGUE - CALIFORNIA, within 10 days of the receipt of such request.

Q. Local Chapter agrees to keep accurate and updated Membership Roster (including all Classes and categories of Members) and to provide this information to CANNABIS LIBERATION LEAGUE - CALIFORNIA within Local Chapter’s quarterly reports.

R. Local Chapter agrees to assume all internal bookkeeping responsibilities, for banking and tax filing purposes, and as required by CANNABIS LIBERATION LEAGUE – CALIFORNIA. Each year, by August 1st, Local Chapter must provide CLL-CA Treasurer with financial records and copies of required reports with supporting documents covering the fiscal year from July 1 to June 30.

V. Local Chapter Fundraising and Expenditures. In addition to Local Chapter’s annual fundraising requirements, all other legal forms and opportunities for Local Chapter to raise money are encouraged and shall be jointly marketed by CANNABIS LIBERATION LEAGUE - CALIFORNIA and Local Chapter.

A. All shares of monies raised or collected by Local Chapter through its annual and regular fundraising efforts that are due to CANNABIS LIBERATION LEAGUE - CALIFORNIA, shall be remitted to CANNABIS LIBERATION LEAGUE - CALIFORNIA, within 10 days of receipt by Local Chapter. All Dues owed to CANNABIS LIBERATION LEAGUE - CALIFORNIA by Local Chapter shall be paid to CANNABIS LIBERATION LEAGUE - CALIFORNIA on a monthly basis and with a 30-day collection buffer (representing the total in dues collected during the previous month). Dues shall be paid by the 10th (tenth) day of every month. All payments from Local Chapter to CANNABIS LIBERATION LEAGUE - CALIFORNIA shall be made in the form of postal money orders, checks or credit / debit card payments through the CANNABIS LIBERATION LEAGUE - CALIFORNIA website, and bank-to-bank wire transfers between Local Chapter account(s) and CANNABIS LIBERATION LEAGUE - CALIFORNIA account(s). All checks and money orders shall be made out to “Cannabis Liberation League - California”, with the name of the Local Chapter written legibly in the memo section, and mailed to 1350 Donita Drive, Red Bluff California 96080. Shares of all monies raised on behalf of Local Chapter and CANNABIS LIBERATION LEAGUE - CALIFORNIA within the Territory shall be divided according to the following (*subject to changes, as recommended by Membership Advisory Board and subsequent adoption by Board of Directors*):

(1) All membership dues for CANNABIS LIBERATION LEAGUE - CALIFORNIA collected by Local Chapter, beginning upon completed formation of Local Chapter, shall comprise of 30% remitted to CANNABIS LIBERATION LEAGUE - CALIFORNIA, and 70% remaining with Local Chapter.

(2) All monies generated from the annual fundraising event, and from any other “regular” fundraising events (i.e. those that are to be held on a recurring basis) shall comprise of 30% remitted to CANNABIS LIBERATION LEAGUE - CALIFORNIA, and 70% remaining with Local Chapter.

(3) Collection of donations through Secured Donation Containers placed by Local Chapter anywhere within the Territory, or at Local Chapter’s table at any event, shall comprise of 30% remitted to CANNABIS LIBERATION LEAGUE - CALIFORNIA and 70% remaining with Local Chapter.

(4) Collection of donations through “passing the hat” at any regular or special Local Chapter meetings shall remain in the custody and safekeeping of Local Chapter, with 100% inuring to Local Chapter.

(5) Organizing workshops and any educational seminars conducted by CANNABIS LIBERATION LEAGUE - CALIFORNIA within the Territory shall comprise of 50% remitted to CANNABIS LIBERATION LEAGUE - CALIFORNIA and 50% remaining with Local Chapter.

(6) All monies generated from any “special” fundraising events (i.e. those that are held only once, or for a limited and specific purpose, and that are authorized by the Officers or the Membership of the Local Chapter at a regular or special meeting) shall remain in the custody and safekeeping of Local Chapter, with 100% inuring to Local Chapter.

B. Upon completion of the Local Chapter formation process, the Local Chapter shall obtain an EIN from the IRS, for banking purposes. Local Chapter shall then establish one or more bank accounts in the name of the Local Chapter, which shall be opened at a local community bank or credit union of Local Chapter’s preference. All Local Chapter bank accounts shall include the Treasurer of CANNABIS LIBERATION LEAGUE – CALIFORNIA as a signatory, and one or more signatories from Local Chapter Executive Committee. CANNABIS LIBERATION LEAGUE - CALIFORNIA shall maintain online viewing access to, and accounting oversight over, all Local Chapter bank accounts, always. Such bank account(s) shall be maintained in good standing by Local Chapter throughout the duration of its active status. All monies held by Local Chapter shall be deposited in Local Chapter bank account(s). All Local Chapter bank accounts shall be networked through Local Chapter’s Page on the CANNABIS LIBERATION LEAGUE - CALIFORNIA website, for the purposes of receiving donations and membership dues online. Routing numbers shall be exchanged between Local Chapter and CANNABIS LIBERATION LEAGUE - CALIFORNIA, for the purposes of direct transfers of money from either party to the other.

VI. Intellectual Property.

A. Limited License. To the extent that CANNABIS LIBERATION LEAGUE - CALIFORNIA has issued non-exclusive grant authorizing Local Chapter to operate within the Territory, in accordance with this Agreement, Local Chapter is hereby granted a limited, revocable, non-exclusive license, so long as Local Chapter remains in good standing, to:

(1) Use the names “Cannabis Liberation League - California”, “CANNABIS LIBERATION LEAGUE - CALIFORNIA”, The Logo of CANNABIS LIBERATION LEAGUE - CALIFORNIA, and other CANNABIS LIBERATION LEAGUE - CALIFORNIA trademarks, service marks, trade names and logos (hereinafter referred to as “Marks”);

(2) Use all copyrighted or proprietary information and materials provided by CANNABIS LIBERATION LEAGUE - CALIFORNIA to Local Chapter during the Term of this Agreement (hereinafter referred to as “Proprietary Information”);

(3) Access to all CANNABIS LIBERATION LEAGUE - CALIFORNIA mailing lists, email lists, phone lists, social media accounts, media contacts and political contacts (hereinafter referred to as “Intellectual Property”);

B. Materials. All trainings, training materials and marketing materials are the intellectual property of CANNABIS LIBERATION LEAGUE - CALIFORNIA and any training or materials provided by CANNABIS LIBERATION LEAGUE - CALIFORNIA to Local Chapter, or to any member(s) of Local Chapter, are restricted to the terms and conditions of this Agreement and shall remain the property of CANNABIS LIBERATION LEAGUE - CALIFORNIA at all times. Trainings, training materials and marketing materials may not be reproduced or rebranded by any individual or legal entity.

C. Restrictions. All Marks, Proprietary Information and Intellectual Property, as described herein, shall remain at all times the sole and exclusive property of CANNABIS LIBERATION LEAGUE - CALIFORNIA. All uses of such exclusive property by Local Chapter must be made pursuant to the terms and conditions of this limited and revocable license. Any failure by Local Chapter to comply with the terms and conditions herein, whether willfully or negligently may result in the suspension or revocation of this Agreement and license by CANNABIS LIBERATION LEAGUE - CALIFORNIA. The interpretation and enforcement of these terms and conditions shall be made by CANNABIS LIBERATION LEAGUE - CALIFORNIA, at its sole discretion, in accordance with this Agreement.

D. No Alterations Allowed. CANNABIS LIBERATION LEAGUE - CALIFORNIA’s Logo may not be revised or altered in any way and must be displayed in the same form as produced by CANNABIS LIBERATION LEAGUE - CALIFORNIA. The Mark may not be used in conjunction with any other trademark, service mark or any other mark, without the express prior written approval of CANNABIS LIBERATION LEAGUE - CALIFORNIA.

E. No Third-Party Uses. Local Chapter shall not permit any third-party uses of Intellectual Property without CANNABIS LIBERATION LEAGUE - CALIFORNIA’s express prior written approval. Local Chapter shall not sell or trade Intellectual Property without CANNABIS LIBERATION LEAGUE - CALIFORNIA’s express prior written approval. Intellectual Property may not be used for individual, personal or professional gain, or other private benefit.

F. Maintaining Professionalism. All Intellectual Property must be used by Local Chapter in a professional manner, and solely for official Local Chapter related purposes. Intellectual Property may not be used in any manner that, in the sole discretion of CANNABIS LIBERATION LEAGUE - CALIFORNIA, discredits CANNABIS LIBERATION LEAGUE - CALIFORNIA or tarnishes its reputation and goodwill, is false or misleading, violates the rights of others, violates any law, regulation or other public policy, or mischaracterizes the relationship between CANNABIS LIBERATION LEAGUE - CALIFORNIA and Local Chapter, including but not

limited to the fact that Local Chapter is a Licensee of CANNABIS LIBERATION LEAGUE - CALIFORNIA.

G. Confidentiality. Local Chapter shall maintain the confidentiality of all Intellectual Property and shall not sell, trade, transmit or otherwise disseminate Intellectual Property, in whole or in part, to any third-party without the express prior written approval of CANNABIS LIBERATION LEAGUE - CALIFORNIA. Local Chapter must share all Intellectual Property that it generates on behalf of Local Chapter with CANNABIS LIBERATION LEAGUE - CALIFORNIA.

H. Termination of License. All rights of usage of Marks, Proprietary Information and Intellectual Property by Local Chapter shall terminate immediately upon the revocation or surrender or other legal termination of this Agreement. Local Chapter's obligations to protect the Marks, Proprietary Information and Intellectual Property of CANNABIS LIBERATION LEAGUE - CALIFORNIA shall survive the revocation, surrender or other legal termination of this Agreement.

VII. Confidential Information. Both CANNABIS LIBERATION LEAGUE - CALIFORNIA and Local Chapter shall maintain the confidentiality of all proprietary data held in accordance with this Agreement, and of all personal information of a confidential nature held on behalf of CANNABIS LIBERATION LEAGUE - CALIFORNIA's membership. Both parties also shall take all responsible steps to ensure that no use, by themselves or of any third parties, shall be made of either party's confidential information, without the other party's prior written consent. Each party's confidential information shall remain the property of that party and shall be assumed to be furnished in confidence whenever provided to the other party, under the terms of this Agreement. Upon any revocation, surrender or other legal termination of this Agreement, each party shall deliver immediately to the other party all confidential information belonging to the other party, including but not limited to all written and electronic documents and all copies thereof, and neither party shall continue to make unauthorized use of such information. Each party's confidentiality obligations under this section shall survive and revocation, surrender or other legal termination of this Agreement.

VIII. Relationship of Parties. The relationship of CANNABIS LIBERATION LEAGUE - CALIFORNIA and Local Chapter to each other is that of Licensor and Licensee. Nothing herein shall create any Association, Joint Venture, Partnership or Agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other party, to use the other's monetary credit in conducting any activities under this agreement, or to represent to any third party that Local Chapter is an Agent of CANNABIS LIBERATION LEAGUE - CALIFORNIA.

IX. Indemnification. Local Chapter shall indemnify, save and hold harmless CANNABIS LIBERATION LEAGUE - CALIFORNIA, its affiliates, related entities, partners, agents, officers, directors, employees, members, attorneys, heirs, successors and assigns, and each of them from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "claim"), which may arise by reason of (i) any act or omission by Local Chapter or any of its affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors and assigns, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Local Chapter in this Agreement. This indemnity shall require Local Chapter to provide payment to CANNABIS LIBERATION LEAGUE - CALIFORNIA of costs and expenses as they occur. Local Chapter shall promptly notify CANNABIS LIBERATION LEAGUE - CALIFORNIA upon receipt of any claim and shall grant to CANNABIS LIBERATION LEAGUE - CALIFORNIA the sole conduct of the defense to any claim. The provisions of this section shall survive any revocation, surrender or other legal termination of this Agreement.

X. Revocation or Surrender of License.

A. Revocation of License. The License granted by CANNABIS LIBERATION LEAGUE - CALIFORNIA to Local Chapter hereunder shall remain in full force and effect, unless and until revoked by CANNABIS LIBERATION LEAGUE - CALIFORNIA in writing, accordance with the provisions of this Agreement. CANNABIS LIBERATION LEAGUE - CALIFORNIA, through its Board of Directors, shall have the authority to revoke the License of Local Chapter for cause, at its sole discretion. All such revocations must be conducted in writing and shall state the cause(s) for which this License is being revoked.

B. Surrender of License. Local Chapter may surrender its License by submitting to CANNABIS LIBERATION LEAGUE - CALIFORNIA, written notice of its intentions to do so, no less than 30 days prior to the effective date of such surrender.

XI. Miscellaneous.

A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto, with respects to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument, clearly setting forth the amendment(s) and executed by both parties.

B. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal and ethical standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in the performance of its obligations under this Agreement. The provisions of this section shall survive any revocation, surrender or other legal termination of this Agreement.

C. Waiver. Either party's waiver of, or failure to exercise any right provided for in this Agreement, shall not be deemed a waiver of any further or future right under this Agreement.

D. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the State of California. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except and insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.

E. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder, shall be determined in accordance with the laws of the State of California. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder, shall be brought only before a Federal, State or Local Court of competent jurisdiction, located within the State of California. Each party hereby consents to the jurisdiction of the Federal, State and Local Courts located within the State of California.

F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed by either party, without the express prior written consent of the other party.

G. Heirs, successors and assigns. This Agreement shall be binding upon and inure to the benefit of each party and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

H. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

I. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be in unenforceable in arbitration or by a Court of competent jurisdiction, then the remaining portions of the Agreement shall remain in full effect.

K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to, strikes, riots, wars, fires, acts of “god” and acts of compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

L. Notice. All notices and demands of any kind or nature that either party may be required, or may desire to serve upon the other, in conjunction with this Agreement, shall be in writing and may be served personally by fax, certified mail or overnight courier, with constructive receipt deemed to have occurred on the same date of the mailing, sending or faxing of such notice, to the following addresses or fax numbers:

Send to Cannabis Liberation League - California:
California State Chapter
Attn: Board of Directors – C.L.L.-CA
1350 Donita Drive, Red Bluff, California 96080
FAX number: (530) 727-9004

If to Local Chapter:
C.L.L.-CA “ _____ ” Chapter

Attn: _____

Mailing Address: _____

Primary Phone #: _____

FAX number: _____

Email(s): _____