

AMENDING AGREEMENT

This Agreement is made as of the 30th day of January, 2023, between:

RWB ILLINOIS INC., MID-AMERICAN GROWERS, INC., and PHARMACO, INC.
(collectively, the “**Borrowers**”)

– and –

MICHICANN MEDICAL INC.
(the “**Guarantor**”)

– and –

BRIDGING FINANCE INC., as agent
(the “**Agent**”)

WHEREAS:

1. Pursuant to an Amendment and Restated Credit Agreement dated as of January 10, 2020 (as may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”) among the Agent, the Borrowers, and the Guarantor, the Agent made available to the Borrowers certain non-revolving term credit facilities (the “**Credit Facilities**”).
2. All capitalized terms not expressly defined herein are defined in the Credit Agreement. The Credit Parties acknowledge that, unless otherwise specified, all monetary amounts are expressed in United States dollars.
3. As at December 31, 2022, the aggregate amount outstanding under the Credit Facilities is CAD\$17,374,589.69.
4. All capitalized terms not expressly defined herein are defined in the Credit Agreement.
5. By orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated April 30, 2021, May 3, 2021, and May 14, 2021 (collectively, the “**Appointment Orders**”), PricewaterhouseCoopers Inc. (“**PwC**”) was appointed as receiver and manager of all of the assets, properties and undertakings of the Agent and certain related entities and investment funds (in such capacity, the “**Receiver**”). Pursuant to the Appointment Orders, the Receiver has the sole authority to exercise the rights and remedies of the Agent under the Credit Agreement and is authorized to execute this Agreement in the name and on behalf of the Agent.
6. As security for all of the present and future indebtedness and obligations of RWB Illinois, Inc. (“**RWB**”) and Mid-American Growers, Inc. (“**MAG**”) under the Credit Agreement, each of RWB and MAG granted to the Agent, among other things, security over all of its

personal property, assets, and undertakings pursuant to a separate general security agreement each dated January 10, 2020 (the “**Security Agreements**”).

7. As security for all of the present and future indebtedness and obligations of Pharmaco, Inc. (“**Pharmaco**”) under the Credit Agreement, Pharmaco granted to the Agent, among other things, a mortgage or deed of trust creating a first ranking security interest in respect of each Owned Property, in each case in the maximum principal amount of not less than \$27 million (the “**Pharmaco Mortgages**”).
8. The Guarantor has guaranteed the indebtedness and obligations of the Borrowers under the Credit Agreement pursuant to a guarantee and indemnity agreement dated as of January 10, 2020 (the “**Guarantee**”).
9. The Security Agreements, the Pharmaco Mortgages, and the Guarantee shall be collectively referred to herein together with the other security and documents granted by the Borrowers and the Guarantor in favour of the Agent as the “**Security**”. The Borrowers and the Guarantor shall be collectively referred to herein as the “**Credit Parties**”.
10. The Termination Date for the Credit Facilities was October 31, 2022 and, pursuant to the Credit Agreement, all Obligations became due and payable on the Termination Date. Notwithstanding the occurrence of the Termination Date, the amount referred to in recital 3 remains outstanding as at the date specified therein, contrary to the terms of the Credit Agreement (the “**Payment Default**”). In addition to the Payment Default, the Borrowers are in default of their obligations under the terms of the Credit Agreement by virtue of the failure to pay in cash certain accumulated interest on the Credit Facilities since September 2021, which remains outstanding as at the date hereof (the “**Interest Default**” and together with the Payment Default, the “**Existing Defaults**”). The Agent has not waived any of the Existing Defaults or any rights and remedies related thereto, and nothing contained in this Agreement or the transactions contemplated by this Agreement is or will be deemed to constitute any such waiver. The Agent reserves all of its rights and remedies in respect of the Existing Defaults.
11. The Credit Parties have requested that the Agent temporarily tolerate the Existing Defaults and extend the Termination Date until July 31, 2023 to provide the Credit Parties with an opportunity to liquidate certain Owned Properties or otherwise refinance or repay the Credit Facilities in full (together with all accrued interest, fees, and other costs in accordance with the terms of the Credit Agreement). The Credit Parties wish to amend certain terms and conditions of the Credit Agreement to accommodate the foregoing.
12. Further to the foregoing request by the Credit Parties, the Agent is prepared to temporarily tolerate the Existing Defaults and extend the Termination Date until July 31, 2023, subject to the terms and conditions of this Agreement.

NOW THEREFORE:

13. In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged by the parties, the parties hereby agree as follows:

ACKNOWLEDGEMENT

14. The Credit Parties acknowledge that each of the foregoing recitals is true and correct.
15. The Credit Parties acknowledge and agree that notwithstanding anything else set out herein or in the Credit Agreement:
 - (a) each of the Credit Parties is indebted to the Agent pursuant to the Credit Agreement and the Guarantee, as applicable, in the amount specified in recital 3 of this Agreement as at the date specified herein, together with all accrued interest, fees, and other costs (including, without limitation, legal fees and disbursements) to the date of payment in accordance with the terms of the Credit Agreement;
 - (b) the Credit Parties have no defences, counterclaims, or rights of set-off or reduction in respect of their indebtedness and obligations to the Agent;
 - (c) the Security is valid, binding and enforceable in accordance with its terms, and that the Credit Parties have no defences, counterclaims or rights of set-off or reduction to any claims which might be brought by the Receiver, the Agent, or any of the investment funds managed by the Agent thereunder; and
 - (d) the Receiver, on behalf of the Agent, is entitled to exercise all of the rights and remedies of the Agent pursuant to the Credit Agreement, as amended by this Agreement, the Security and the Guarantee including, without limitation, issuing a Demand Notice and taking steps to enforce the Security at any time in accordance with the terms of the Credit Agreement and Security, as applicable.
16. Commencing on the Business Day following satisfaction of the Conditions Precedent (as defined below) and continuing until the Termination Date (the “**Tolling Termination Date**”), the Agent and the Credit Parties agree to toll and suspend the running of all applicable statutes of limitation, laches or other doctrines related to the passage of time in relation to the Credit Agreement, the Credit Facilities, the Guarantee and the Security and any entitlements arising therefrom or any other related matters and any contractual time limitation on the commencement of proceedings, any claims or defenses based on the application of any statute of limitations, contractual limitations, or any time-related doctrine including waiver, estoppel or laches is hereby suspended (the “**Tolling Agreement**”). Each of the Agent and the Credit Parties confirms that the Tolling Agreement is intended to be an agreement to suspend or extend the basic limitation period provided by section 4 of the *Limitations Act, 2002* (Ontario) as well as the ultimate limitations period provided by section 15 of the *Limitations Act, 2002* (Ontario) in accordance with the provisions of section 22 of the *Limitations Act, 2002* (Ontario) and is intended to be a “business agreement” in accordance with section 22 of the *Limitations Act, 2002* (Ontario). The time provided for under any statutes of limitations, laches, or any other doctrines related to the passage of time in relation to the Credit Agreement, the Credit Facilities, the Security, the Guarantee or any entitlement arising therefrom and any other related matters, will recommence running as of the Tolling Termination Date, and, for

greater certainty, the time during which the limitation period is suspended pursuant to the Tolling Agreement shall not be included in the computation of any limitation period.

17. The Guarantor acknowledges and agrees that the Guarantee is valid, binding and enforceable in accordance with its terms and that the Guarantor has no defences, counterclaims or rights of set-off or reduction to any claims which might be brought by the Receiver, the Agent, or any of the investment funds managed by the Agent thereunder.
18. The Credit Parties hereby agree that upon the execution of this Agreement, they shall each absolutely and irrevocably release the Receiver, the Agent, together with their respective officers, directors and employees, legal counsel, agents, representatives, and affiliates, including, without limitation, each of the investment funds managed by the Agent (collectively, the “**Releasees**”) of and from any and all claims which they each may have in respect of the Releasees in connection with the Credit Agreement up to and including the date hereof, including, without limitation, in respect of any actions taken by the Receiver in dealing with the Credit Parties, the Credit Agreement, the Credit Facilities, the Security, or the Guarantee.

AMENDMENT FEE

19. In consideration of the Agent entering into this Agreement in accordance with the terms and conditions set out herein, the Loan Parties agree to pay to the Agent a non-refundable fee in the amount of \$136,000 (the “**Additional Amendment Fee**”). The Additional Amendment Fee shall be fully earned as at the date hereof and shall be payable as follows: (i) 50% of the Additional Amendment Fee shall be payable within three business days of the execution of this Agreement; and (ii) the remaining 50% of the Additional Amendment Fee shall be payable on the earlier of the Acceleration Date and the Termination Date; provided, however, that if the Credit Parties permanently and indefeasibly repay the Obligations on or prior to the Termination Date, the Agent shall waive payment of the remaining 50% of the Additional Amendment Fee. The Credit Parties acknowledge and agree that the original Amendment Fee in the amount of \$136,000 (the “**Original Amendment Fee**”) has been fully earned and shall be payable in full on the earlier to occur of the Acceleration Date and the Termination Date; provided, however, that if the Credit Parties permanently and indefeasibly repay the Obligations on or prior to the Termination Date, the Agent shall waive payment of the Original Amendment Fee.

CONDITIONS PRECEDENT

20. This Agreement is subject to the Receiver receiving the following in a form satisfactory to the Receiver on or before 5:00 p.m. (ET) on February 3, 2023:
 - (a) a duly authorized, executed, and delivered original of this Agreement executed by each of the Credit Parties; and
 - (b) full copies of all listings prepared by Colliers International Group Inc. or any of its affiliates in respect of the Owned Properties that are currently being marketed for sale or are proposed to be marketed for sale.

(the “**Conditions Precedent**”).

21. The Conditions Precedent are for the sole benefit of the Agent and may be waived only by the Receiver in writing. If the Conditions Precedent are not complied with to the satisfaction of the Receiver by 5:00 p.m. on February 3, 2023, and the Receiver does not waive satisfaction thereof, then this Agreement shall immediately terminate.

AMENDMENTS TO CREDIT AGREEMENT

22. Up to the Termination Date, the Credit Parties shall deliver, or cause to be delivered, the following documents and information to the Receiver:
- (a) a rolling four-month cash flow forecast to be provided to the Receiver on a monthly basis on the first Business Day of each month;
 - (b) material updates concerning the business, assets, or financial position of the Credit Parties forthwith upon the Credit Parties obtaining knowledge of same;
 - (c) any material updates to the Real Estate Valuation Report forthwith upon such updates being made;
 - (d) a detailed overview of the status of: (i) the sale of the Owned Properties; and (ii) the Credit Parties’ efforts to refinance or otherwise repay the Credit Facilities, in each case on a monthly basis; and
 - (e) all material transaction documents in connection with the sale of any Owned Property or the refinancing or repayment of the Credit Facilities (the “**Transaction Documents**”) prior to the execution of any such Transaction Documents. For greater certainty, notwithstanding anything else set out herein or in the Credit Agreement, the Credit Parties acknowledge and agree that any such Transaction Documents and the sale of any Owned Property must be satisfactory to the Receiver in its sole discretion prior to the execution or closing of same.
23. Effective immediately upon execution of this Agreement, and notwithstanding anything set out in the Credit Agreement, the parties hereby agree as follows:
- (a) the “Termination Date” of the Credit Facilities shall be extended until July 31, 2023;
 - (b) the Credit Parties shall provide the Agent with a term sheet setting out the proposed terms of the refinancing of the Obligations (the “**Term Sheet**”) by no later than March 31, 2023. The Term Sheet shall be in a form and substance satisfactory to the Agent in its sole discretion and shall provide for the permanent and indefeasible repayment of all Obligations by no later than July 31, 2023 (the “**Outside Date**”). Any failure of the Credit Parties to provide a Term Sheet in accordance with the terms set out above shall constitute a default under the Credit Agreement, upon which the Agent shall be entitled to terminate the Credit Agreement and issue a

Demand Notice declaring that the Obligations under the Credit Facilities are immediately due and payable in full; and

- (c) the Credit Parties shall provide the Agent with a non-binding draft of the Term Sheet by no later than February 28, 2023.

ADDITIONAL COVENANTS

- 24. All terms and conditions of the Credit Agreement, the Guarantee, and the Security shall continue in full force and effect save and except as expressly amended by this Agreement. To the extent that any provision thereof is inconsistent with this Agreement, this Agreement shall prevail. For greater certainty, any breach of this Agreement shall constitute a Breach.
- 25. No tolerance, waiver, or indulgence by the Receiver, on behalf of the Agent, of any of its rights and remedies hereunder, or under the Credit Agreement, the Guarantee, or the Security or any applicable law shall be construed as a waiver of any other or subsequent right or remedy of Receiver, on behalf of the Agent, and no delay or omission in the exercise or enforcement by the Receiver, on behalf of the Agent, of its rights and remedies hereunder, under the Credit Agreement, the Guarantee, the Security, or any applicable law shall be construed as a waiver of any right or remedy of the Receiver, on behalf of the Agent, and the Receiver, on behalf of the Agent, reserves all rights, claims and remedies that it has or may have against the Credit Parties hereunder or under the Credit Agreement, the Guarantee, the Security, or applicable law.
- 26. This Agreement shall not directly or indirectly create any course of conduct or other obligation on the part of the Receiver, on behalf of the Agent, to: (i) forbear from enforcing any of its rights and remedies following earlier to occur of the Acceleration Date or the Termination Date; (ii) tolerate or waive any future violation of any provision of the Credit Agreement, the Guarantee, or the Security or otherwise amend, modify or waive any provision of same or any right, power or remedy of the Receiver, on behalf of the Agent.
- 27. The Credit Parties acknowledge and agree that PwC is executing this Agreement solely in its capacity as Receiver on behalf of and in the name of the Agent and that PwC shall have no personal or corporate liability of any kind whatsoever, in contract, in tort or at equity, as a result of executing this Agreement or performing or failing to perform any of the terms of this Agreement.
- 28. Time shall be of the essence of this Agreement and this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and any disputes in connection with this Agreement, the Credit Agreement, the Guarantee, the Security, or any related agreements shall be adjudicated by the courts of the Province of Ontario.
- 29. This Agreement may be executed in counterparts, which counterparts taken together shall evidence an agreement as of the date first set out above.

30. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior negotiations, understandings, and agreements.

[SIGNATURE PAGE FOLLOWS]

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

RECEIVER:

PRICEWATERHOUSECOOPERS INC. (solely in its capacity as court-appointed Receiver of the Agent and without personal or corporate liability)

/s/ "Michael McTaggart"

Per: _____

Name: Michael McTaggart
Title: Senior Vice President

BORROWERS:

RWB ILLINOIS INC.

Per: /s/ "Michael Marchese" _____

Name: Michael Marchese
Title: Director

MID-AMERICAN GROWERS, INC.

Per: /s/ "Michael Marchese" _____

Name: Michael Marchese
Title: Director

PHARMACO, INC.

Per: /s/ "Brad Rogers" _____

Name: Brad Rogers
Title: Director

GUARANTOR:

MICHICANN MEDICAL INC.

Per: /s/ "Michael Marchese" _____

Name: Michael Marchese
Title: Director