

AGENCY AGREEMENT

November 26, 2018

Cresco Labs Finco Ltd., Cresco Labs, LLC, Cresco U.S. Corp.
c/o Cresco Labs, LLC
520 W Erie Street, Suite 220
Chicago, Illinois 60654

Randsburg International Gold Corp.
120 Adelaide Street West
Suite 2105, Toronto, Ontario
M5H 1T1

Dear Sirs/Mesdames:

Canaccord Genuity Corp. (“**Canaccord**”) and GMP Securities L.P. (together with Canaccord, the “**Joint Bookrunners**”), Cormark Securities Inc. and Beacon Securities Limited (collectively, the “**Agents**”) understand that: (i) Cresco Labs Finco Ltd. (the “**Corporation**”), a corporation incorporated under the laws of British Columbia, proposes to create, issue and sell 9,187,949 subscription receipts of the Corporation (individually, a “**Subscription Receipt**” and, collectively, the “**Subscription Receipts**”) at a price of \$8.50 per Subscription Receipt (the “**Issue Price**”) on a private placement basis for aggregate gross proceeds of \$78,097,566.50 (the “**Offering**”); and (ii) Randsburg International Gold Corp., a public company incorporated under the laws of British Columbia (“**Randsburg**”) has entered into the Definitive Agreement (as defined herein) with Cresco Labs, LLC, a limited liability company existing under the laws of the State of Illinois (“**Cresco**”), pursuant to which Randsburg and Cresco will enter the transactions substantially as described in Section 1 of the Subscription Agreement (collectively referred to the “**Business Combination**”).

The Subscription Receipts will be created pursuant to a subscription receipt agreement (the “**Subscription Receipt Agreement**”) among the Corporation, Cresco, the Joint Bookrunners (on behalf of the Agents) and Odyssey Trust Company, as subscription receipt agent (the “**Subscription Receipt Agent**”), to be dated as of the Closing Date (as defined herein). Each Subscription Receipt will, upon the satisfaction or waiver in whole or in part by the Joint Bookrunners, on behalf of the Agents, in their sole discretion, of the Escrow Release Conditions (as hereinafter defined), and without payment of additional consideration or further action on the part of the holders of the Subscription Receipts, be automatically converted into one common share of the Corporation (each, a “**Common Share**” and collectively, the “**Common Shares**”). Immediately following the issuance of the Common Shares upon conversion of Subscription Receipts, such Common Shares will be automatically exchanged for subordinate voting common shares (each, a “**Subordinate Voting Share**” and collectively, the “**Subordinate Voting Shares**”) of the Resulting Issuer (as hereinafter defined) pursuant to a three-cornered amalgamation among Randsburg, a wholly-owned subsidiary of Randsburg and the Corporation, to be completed in connection with the completion of the Business Combination.

The Agents also understand that the Corporation intends to undertake a concurrent non-brokered private placement offering to certain U.S. Persons (as hereinafter defined) of subscription receipts of the Corporation for gross proceeds to be determined by the Corporation and Cresco upon consultation with the Joint Bookrunners (the “**Concurrent Financing**”). The subscription receipts issued pursuant to the Concurrent Financing shall have terms and conditions substantially similar to the Subscription Receipts.

The Corporation hereby grants to the Agents an option (the “**Agents’ Option**”) to arrange for the sale of the Additional Securities (as hereinafter defined), upon the terms and conditions set forth herein on the Closing Date. The Agents’ Option shall be exercisable at the sole discretion of the Agents into the

Additional Securities from time to time, in whole or in part, by the Joint Bookrunners giving written notice to the Corporation by no later than one Business Day prior to the Closing Date, specifying the number of Additional Securities to be issued and sold to Purchasers on the Closing Date, subject to a maximum of 1,725,000 Subscription Receipts. The Additional Securities shall be identical to the Offered Securities. All references to “**Offered Securities**” shall include the Additional Securities to the extent the Agents’ Option has been exercised.

Upon Closing (as hereinafter defined), the gross proceeds from the Offering less: (i) 50% of the Agents’ Fees (as hereinafter defined) payable in connection with the Offering; and (ii) the estimated costs and expenses of the Agents payable on Closing in accordance with this Agreement (the “**Escrowed Proceeds**”), will be delivered to and held by the Subscription Receipt Agent pursuant to the terms of the Subscription Receipt Agreement and invested in a short-term obligation of, or guaranteed by, the Government of Canada or other approved investments (the Escrowed Proceeds, together with all interest and other income earned thereon, are referred to herein as the “**Escrowed Funds**”). Upon satisfaction, or waiver in whole or in part by the Joint Bookrunners, on behalf of the Agents, in their sole discretion, of the conditions set out below (collectively, the “**Escrow Release Conditions**”), the Subscription Receipt Agent shall release from the Escrowed Funds: (i) to the Agents, an amount equal to the aggregate of the remaining 50% of the Agents’ Fee payable in connection with the Offering and the amount equal to all expenses incurred by the Agents not previously paid to the Agents (collectively, the “**Agents’ Payment**”); and (ii) following release of the Agents’ Payment, all remaining Escrowed Funds (less an amount payable to the Subscription Receipt Agent equal to its reasonable fees and for services rendered and disbursements incurred) shall be released to the Corporation:

- (i) all Business Combination Documents shall have been entered into in accordance with the terms of the Definitive Agreement;
- (ii) all conditions precedent to closing the Business Combination set out in the Definitive Agreement and the Business Combination Documents shall have been completed or satisfied, unless such amendment or waiver is acceptable to the Joint Bookrunners, acting reasonably;
- (iii) the receipt by the Joint Bookrunners of opinions set out at Sections 7(g) through 7(k) (inclusive) of this Agreement;
- (iv) the Corporation shall not be in breach or default of any of its covenants and obligations under the Subscription Receipt Agreement or this Agreement, except for, in the case of this Agreement only, breaches or defaults that have been waived by the Joint Bookrunners, on behalf of the Agents, and all conditions set out in this Agreement shall have been fulfilled, which shall be confirmed by the certificate set out at Section 7(a);
- (v) the Subordinate Voting Shares being approved for listing on the Canadian Securities Exchange (the “**CSE**”);
- (vi) the receipt of all regulatory, shareholder and third-party approvals, if any, required in connection with the Business Combination; and
- (vii) the delivery of the Escrow Release Certificate to the Subscription Receipt Agent in accordance with the terms of the Subscription Receipt Agreement.

As a condition precedent to the execution of any direction or release certificate by the Joint Bookrunners required by the Subscription Receipt Agent for the release of the Escrowed Funds, the Chief Executive Officer of the Corporation and the Chief Financial Officer of the Corporation (or such other officers as may be acceptable to the Joint Bookrunners, acting reasonably) shall certify to the Agents that the Escrow Release Conditions have been satisfied (the “**Escrow Release Certificate**”).

If (i) the Escrow Release Conditions are not satisfied prior to 5:00 p.m. (EST) on the date that is 120 days (except as may be extended in accordance with the terms of the Subscription Receipts) following the Closing Date (the “**Escrow Deadline**”), or (ii) the Definitive Agreement is terminated prior to the Escrow Deadline, each Subscription Receipt shall be automatically terminated and cancelled and each Purchaser shall be entitled to receive out of the Escrowed Proceeds an amount equal to the Issue Price in respect of such Purchaser’s Subscription Receipts, together with such Purchaser’s pro rata share of all interest and other income earned thereon, less applicable withholding taxes, if any. To the extent that the Escrowed Funds are not sufficient to deliver to each Purchaser an amount equal to the Issuer Price in respect of each Purchaser’s Subscription Receipts, the Corporation shall contribute such amounts as are necessary to satisfy any shortfall.

The description of the Subscription Receipts herein is a summary only and is subject to the specific attributes and detailed provisions of the Subscription Receipts to be set forth in the Subscription Receipt Agreement. In the case of any inconsistency between the description of the Subscription Receipts in this Agreement and their terms and conditions as set forth in the Subscription Receipt Agreement the provisions of the Subscription Receipt Agreement shall govern.

Upon and subject to the terms and conditions set forth herein, the Agents hereby agree to act, and upon acceptance hereof, the Corporation hereby appoints the Agents, as the Corporation’s exclusive agents, to offer for sale by way of private placement on an agency basis, without underwriter liability, the Subscription Receipts to be issued and sold pursuant to the Offering and the Agents agree to arrange for purchasers of the Offered Securities in the Designated Jurisdictions (as hereinafter defined) or as otherwise agreed by the Agents and the Corporation.

The Agents shall be entitled to appoint other registered dealers acceptable to the Corporation (“**Selling Firms**”) as agents to assist in the Offering and the Agents shall determine the remuneration payable in accordance with Section 10 to such Selling Firms, such remuneration to be the sole responsibility of the Agents.

DEFINITIONS

In this Agreement, in addition to the terms defined above, the following terms shall have the following meanings:

“**Additional Securities**” means the Subscription Receipts to be issued and sold to Purchasers to the extent specified if the Agents’ Option is exercised as contemplated by this Agreement, and subject to a maximum of 1,720,589 Subscription Receipts;

“**Agents**” has the meaning ascribed to such term on page 1 of this Agreement;

“**Agents’ Fee**” has the meaning ascribed to such term in Section 10 of this Agreement;

“**Agents’ Option**” has the meaning ascribed to such term on page 1 of this Agreement;

“**Agents’ Payment**” has the meaning ascribed to such term on page 2 of this Agreement;

“**Agreement**” means this agreement resulting from the acceptance by the Corporation of the offer made by the Agents hereby, including all schedules hereto, as amended or supplemented from time to time;

“**Alternative Transaction**” has the meaning ascribed to such term in Section 16 of this Agreement;

“**Applicable Anti-Money Laundering Laws**” has the meaning ascribed to such term in Section 5(a)(xxviii) of this Agreement;

“**BCBCA**” means the *Business Corporations Act* (British Columbia);

“**Broker Warrants**” has the meaning ascribed to such term in Section 10(b) of this Agreement;

“**Broker Warrant Shares**” has the meaning ascribed to such term in Section 10(b) of this Agreement;

“**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business;

“**Business Combination**” has the meaning ascribed to such term on page 1 of this Agreement;

“**Business Combination Documents**” has the meaning ascribed to such term in Section 3(a)(vii);

“**Canaccord**” has the meaning ascribed to such term on page 1 of this Agreement;

“**Claim**” shall have the meaning ascribed to such term in Section 13 of this Agreement;

“**Closing**” means the completion of the purchase and sale of the Subscription Receipts or Units, as applicable, as contemplated by this Agreement and the Subscription Agreements;

“**Closing Date**” means November 26, 2018, or such other date as the Corporation, Cresco and the Joint Bookrunners agree;

“**Closing Time**” means the time of Closing on the Closing Date, as may be agreed upon by the Corporation and the Joint Bookrunners;

“**Common Shares**” has the meaning ascribed to such term on page 1 of this Agreement, being the common shares in the capital of the Corporation;

“**Common Units**” means those units designated by Cresco after Cresco effected a recapitalization of its outstanding unit capital in connection with the Business Combination, whereby under such recapitalization all previously issued units were combined into a single class of non-voting units of Cresco;

“**Concurrent Financing**” has the meaning ascribed to such term on page 1 of this Agreement;

“**Corporation**” means Cresco Labs Finco Ltd., a corporation incorporated under the laws of British Columbia, and includes any successor corporation to or of the Corporation;

“**Cresco**” has the meaning ascribed to such term on page 1 of this Agreement;

“**Cresco Corp.**” means Cresco U.S. Corp., a company existing under the laws of the State of Illinois and an entity that became a direct subsidiary of Randsburg as a result of the Business Combination;

“**Cresco Corp. Redeemable Shares**” means the non-voting common shares in the capital of Cresco Corp;

“**Cresco Entities**” means Cresco, Cresco Corp. and each Subsidiary of Cresco listed in Schedule A, and
“**Cresco Entity**” means any one of them;

“**Cresco Financial Statements**” means the (i) unaudited consolidated financial statements for the three and six months ended June 30, 2018, and related notes thereto, (ii) audited annual consolidated financial statements of Cresco as of and for the year ended December 31, 2017, and related notes thereto, and (iii) unaudited pro forma consolidated financial statements for the Resulting Issuer;

“**Cresco Members**” means the members of Cresco;

“**Cresco Operating Agreement**” refers to the Amended and Restated Limited Liability Agreement of Cresco Labs dated July 1, 2018, as amended from time to time;

“**Cresco Redeemable Units**” means the units in the capital of Cresco pursuant to which the Cresco Members other than Cresco Corp. will be entitled to certain exchange rights and redemption rights;

“**CSE**” has the meaning ascribed to such term on page 2 of this Agreement;

“**Definitive Agreement**” means the definitive letter agreement dated October 9, 2018 entered into between Cresco and Randsburg;

“**Designated Jurisdictions**” means, collectively, each of the provinces and territories of Canada, the United States and such other jurisdictions as the Corporation and the Agents may agree;

“**Directed Selling Efforts**” means selling efforts as described in Rule 902 of Regulation S under the U.S. Securities Act, and includes placing an advertisement in a publication with a general circulation in the United States that refers to the offering of securities being made in reliance upon this Regulation S, as well as any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered hereunder;

“**Disclosure Documents**” means, collectively, all of the documentation which has been filed by or on behalf of Randsburg with the relevant Securities Regulators pursuant to the requirements of applicable Securities Laws, including all press releases, material change reports (excluding any confidential material change report) and financial statements of Randsburg since October 31, 2018;

“**Draft Listing Statement**” means the draft CSE Form 2A listing statement of the Resulting Issuer and delivered in connection with the Offering;

“**Engagement Letter**” means the letter agreement dated September 26, 2018 between Cresco, Canaccord and GMP Securities L.P. relating to the Offering;

“**Escrow Deadline**” has the meaning ascribed to such term on page 3 of this Agreement;

“**Escrow Release Certificate**” has the meaning ascribed to such term on page 2 of this Agreement;

“**Escrow Release Conditions**” has the meaning ascribed to such term on page 2 of this Agreement;

“**Escrowed Funds**” has the meaning ascribed to such term on page 2 of this Agreement;

“**Escrowed Proceeds**” has the meaning ascribed to such term on page 2 of this Agreement;

“**General Advertising**” and “**General Solicitation**” have the meanings described in Rule 502(c) of SEC Regulation D under the U.S. Securities Act, and include any advertisement, article, notice or other communication published in any newspaper, magazine, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display; and any seminar or meeting whose attendees have been invited by any general solicitation or general advertising;

“**Governmental Authority**” means any governmental authority and includes, without limitation, any national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“**Government Official**” means (a) any official, officer, employee, or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Authority, (b) any salaried political party official, elected member of political office or candidate for political office, or (c) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses;

“**IFRS**” means International Financial Reporting Standards;

“**including**” means including without limitation;

“**Indemnification Parties**” has the meaning ascribed to such term in Section 13 of this Agreement;

“**Indemnified Party**” or “**Indemnified Parties**” shall have the meaning ascribed to such term in Section 13 of this Agreement;

“**Intellectual Property**” means, for the relevant person, all proprietary rights provided in law and at equity to all patents, trademarks, copyrights, industrial designs, software, trade secrets, know-how, concepts, information and other intellectual and industrial property

“**Issue Price**” has the meaning ascribed to such term on page 1 of this Agreement;

“**Joint Bookrunners**” has the meaning ascribed to such term on page 1 of this Agreement;

“**knowledge of**” (or similar phrases) means, (i) with respect to the Corporation, or Cresco, the actual knowledge of any of Charles Bachtell, Joe Caltabiano, Ken Amann and John Schetz, or (ii) with respect to Randsburg, the actual knowledge of any of Michael Lerner or Balu Gopalakrishnan after due inquiry;

“**Leased Premises**” means the premises which the Corporation, Randsburg and any Cresco Entity occupy as a tenant, as the case may be, which are material to the Corporation, Randsburg and any Cresco Entity;

“**Licences**” has the meaning ascribed to such term in Section 5(b)(xl) of this Agreement;

“**Listing Date**” has the meaning ascribed to such term in Section 3(c) of this Agreement;

“**Lock-up Undertakings**” has the meaning ascribed to such term in Section 3(a)(xv) of this Agreement;

“**Locked-up Holder**” has the meaning ascribed to such term in Section 3(a)(xv) of this Agreement;

“**Material Adverse Effect**” means the effect resulting from any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision of the board of directors is probable), event, violation, inaccuracy or circumstance that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, prospects, financial condition, or results of operations of the Corporation, the Cresco Entities or Randsburg, as applicable;

“**Material Subsidiaries**” means each Subsidiary identified in Schedule A as such;

“**misrepresentation**”, “**material fact**”, “**material change**”, “**affiliate**”, “**associate**”, and “**distribution**” have the respective meanings ascribed thereto in the *Securities Act* (Ontario) in effect on the date of this Agreement;

“**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*;

“**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions*;

“**Offering**” has the meaning ascribed to such term on page 1 of this Agreement and shall include the issue and sale of the Additional Securities to the extent the Agents’ Option is exercised;

“**Offered Securities**” means the Subscription Receipts to be issued to Purchasers in accordance with the terms of this Agreement, but excluding Subscription Receipts issued as part of the Concurrent Financing;

“**Offering Documents**” has the meaning ascribed to such term in Section 5(a)(ii) of this Agreement;

“**Person**” includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

“**Presentation**” means the investor presentation entitled “CRESCOLabs” dated July 2018, a final copy of which was provided to the Joint Bookrunners by Cresco on October 15, 2018;

“**Proportionate Voting Shares**” means the Proportionate Voting Shares in the capital of the Resulting Issuer;

“**Purchasers**” means the Persons (which may include the Agents) for whom, pursuant to this Agreement, the Agents deliver to the Corporation, and which the Corporation accepts, complete and executed Subscription Agreements for the Offered Securities;

“**Qualified Institutional Buyer**” means a “qualified institutional buyer”, as such term is defined in Rule 144A under the U.S. Securities Act;

“**Qualifying Provinces**” means each of the provinces of Canada where the Subscription Receipts are sold pursuant to this Agreement;

“**Randsburg**” means Randsburg International Gold Corp., a corporation incorporated under the laws of British Columbia, and includes the Resulting Issuer where the context requires;

“**Randsburg Circular**” means the management information circular dated October 17, 2018 accompanying the notice of Randsburg’s special meeting of shareholders to be held on November 14, 2018;

“**Randsburg Financial Statements**” means the (i) condensed interim financial statements as at July 31, 2018, and related notes thereto, as re-filed on SEDAR on November 23, 2018; and (ii) audited annual financial statements of Randsburg as at January 31, 2018 and 2017;

“**Regulation D**” means Regulation D adopted by the SEC under the U.S. Securities Act;

“**Regulation S**” means Regulation S adopted by the SEC under the U.S. Securities Act;

“**Resulting Issuer**” means Randsburg after giving effect to the Business Combination;

“**Resulting Issuer Broker Warrant**” has the meaning ascribed to such term in Section 10(b) of this Agreement;

“**Resulting Issuer Broker Warrant Share**” has the meaning ascribed to such term in Section 10(b) of this Agreement;

“**Resulting Issuer Capitalization Summary**” means the spreadsheet summarizing the equity and debt capitalization of the Resulting Issuer, the Corporation and Cresco, as agreed between Cresco and the Joint Bookrunners as of the date of this Agreement, as more particularly set out in Schedule G;

“**Securities Laws**” means, unless the context otherwise requires, all applicable securities laws in each of the Designated Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

“**Securities Regulators**” means, collectively, the securities regulators or other securities regulatory authorities in the Designated Jurisdictions (including the CSE);

“**Selling Firms**” has the meaning ascribed to such term on page 1 of this Agreement;

“**SPV Shareholder Agreement**” means the unanimous shareholder agreement dated October 4, 2018 between Cresco Labs SPV Inc. and its shareholders, as amended from time to time;

“**Subordinate Voting Shares**” has the meaning ascribed thereto on page 1 of this Agreement;

“**Subscription Agreement**” means, collectively, the subscription agreements substantially in the forms attached hereto as Schedule E and shall include, for greater certainty, all schedules and exhibits thereto;

“**Subscription Receipt Agent**” has the meaning ascribed to such term on page 1 of this Agreement;

“**Subscription Receipt Agreement**” has the meaning ascribed to such term on page 1 of this Agreement;

“**Subscription Receipt Shares**” means the Common Shares issuable upon exercise of the Subscription Receipts;

“**Subscription Receipts**” has the meaning ascribed to such term on page 1 of this Agreement;

“**Subsidiary**” means each subsidiary of Cresco and other entity controlled by Cresco;

“**subsidiary**” has the meaning ascribed to such term in the *Securities Act* (Ontario);

“**Super Voting Shares**” means the non-participating Super Voting Shares in the capital of the Resulting Issuer;

“**Taxes**” has the meaning ascribed to such term in Section 5(a)(xviii);

“**Term Sheet**” means a term sheet substantially in the form of the term sheet attached to the forms of Subscription Agreement;

“**United States**” and “**U.S.**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“**U.S. Accredited Investor**” means an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act;

“**U.S. Marijuana Laws**” has the meaning ascribed to such term in Section 5(b)(x);

“**U.S. Person**” means a “U.S. person”, as such term is defined in Rule 902(k) of Regulation S under the *U.S. Securities Act*; and

“**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder.

The following schedule is annexed to this Agreement, which schedule is deemed to be a part hereof and is hereby incorporated by reference herein:

Schedule A – Cresco Entities

Schedule B – Terms and Conditions for United States Offers and Sales

Schedule C – Existing Obligations to Issue Securities

Schedule D – Share Capital of the Cresco Entities

Schedule E – Subscription Agreements (consisting of Schedules E1 and E2)

Schedule F – Locked Up Holders and Lock Up Undertaking

Schedule G – Resulting Issuer Capitalization Summary

TERMS AND CONDITIONS

1. (a) **Sale on Exempt Basis.** The Agents shall use their commercially reasonable efforts to arrange, severally, and not jointly or jointly and severally for the purchase of the Offered Securities:

- (i) in the Designated Jurisdictions on a private placement basis in compliance with applicable Securities Laws, provided that each Agent shall ensure that any offers or sales of Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons will be made only to Qualified Institutional Buyers and/or U.S. Accredited Investors, pursuant to Rule 506(b) of Regulation D under the U.S. Securities Act and similar registration exemptions under applicable state securities laws, in accordance with Schedule B hereto; and

- (ii) in such other jurisdictions, as may be agreed upon between the Corporation and the Agents, on a private placement basis in compliance with all applicable securities laws of such other jurisdictions provided that no prospectus, registration statement or similar document is required to be filed in such jurisdiction and no registration or similar requirement would apply with respect to the Corporation in connection with the Offering in such other jurisdiction.

(b) **Filings.** The Corporation undertakes to file or cause to be filed all forms or undertakings required to be filed by the Corporation in connection with the issue and sale of the Offered Securities such that the distribution of the Offered Securities may lawfully occur without the necessity of filing a prospectus or a registration statement in Canada, the United States or elsewhere, and the Agents undertake to use their best efforts to cause Purchasers to complete any forms required by Securities Laws or other applicable securities laws. All fees payable in connection with such filings under all applicable Securities Laws shall be at the expense of the Corporation.

(c) **No Offering Memorandum.** None of Cresco, the Corporation or the Agents shall: (i) provide to prospective Purchasers any document or other material or information that would constitute an offering memorandum within the meaning of Securities Laws, other than the Presentation; or (ii) other than in compliance with applicable law, engage in any form of General Solicitation or General Advertising in connection with the offer and sale of the Offered Securities.

2. (a) **Material Changes.** Until the earlier of the date that the Escrow Release Conditions are satisfied and the Escrow Deadline, Cresco and the Corporation shall promptly:

- (i) notify the Joint Bookrunners in writing if the Corporation or Cresco becomes aware of any material fact not previously disclosed, any material change or change in a material fact (in any case, whether actual, anticipated, or to their respective knowledge, contemplated or threatened and other than a change of fact relating solely to the Agents) or any event or development that would result in a material change or change in a material fact in any or all of the business of the Corporation, any Cresco Entity, the terms of the Business Combination, or any other change that is of such a nature as to result in, or that could result in, this Agreement, the Presentation, the Randsburg Circular or the other documents to be prepared and filed with the Securities Regulators by Randsburg in connection with the Business Combination containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or which could render any of the foregoing to be not in material compliance with any Securities Laws;
- (ii) notify the Joint Bookrunners in writing of the full particulars of any actual, anticipated, or to the knowledge of Cresco, contemplated, threatened or prospective, material change referred to in Section 2(a)(i) above, and the Corporation and Cresco;
- (iii) if required to do so, issue or file, promptly and, in any event, within all applicable time limitation periods with the applicable Securities Regulators, such press release or document as may be required under Securities Laws

and shall comply with all other applicable filing and other requirements under the Securities Laws; and

- (iv) in good faith discuss with the Joint Bookrunners as promptly as possible any circumstance or event that is of such a nature that there is or ought to be consideration given as to whether there may be a material change or change in a material fact described in Sections 2(a)(i) or (ii) above.

(b) **Material Changes.** Until the earlier of the date that the Escrow Release Conditions are satisfied and the Escrow Deadline, Randsburg shall promptly:

- (i) notify the Joint Bookrunners in writing if Randsburg becomes aware of any material fact not previously disclosed, any material change or change in a material fact (in any case, whether actual, anticipated, or to its knowledge, contemplated or threatened and other than a change of fact relating solely to the Agents) or any event or development that would result in a material change or change in a material fact with respect to Randsburg, the terms of the Business Combination or any other change that is of such a nature as to result in, or could result in this Agreement or the documents to be prepared and filed with the Securities Regulators by Randsburg in connection with the Business Combination containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or which could render any of the foregoing not in compliance with any Securities Laws;
- (ii) notify the Joint Bookrunners in writing of the full particulars of any actual, anticipated, or to the knowledge of Randsburg, contemplated, threatened or prospective, material change referred to in Section 2(b)(i) above;
- (iii) if required to do so, issue or file, promptly and, in any event, within all applicable time limitation periods with the applicable Securities Regulators, a press release, material change report or other document as may be required under Securities Laws and shall comply with all other applicable filing and other requirements under the Securities Laws; provided that subject to compliance with applicable Securities Laws, Randsburg shall not file any such new or amended disclosure documentation without first notifying the Agents, and shall not issue or file, as applicable, any press release or material change report without giving Joint Bookrunners an opportunity for review of the proposed forms, and who shall review any such documents as expeditiously as reasonably possible; and
- (iv) in good faith discuss with the Joint Bookrunners as promptly as possible any circumstance or event that is of such a nature that there is or ought to be consideration given as to whether there may be a material change or change in a material fact described in Sections 2(b)(i) or (ii) above.

3. (a) **Covenants of the Corporation, Cresco and Cresco Corp.** Each of the Corporation, Cresco and Cresco Corp. hereby covenants, jointly and severally, to the Agents and to the Purchasers and their permitted assigns, and acknowledges that each of them is relying on such covenants in connection

with the transactions contemplated by this Agreement, that the Corporation, Cresco and Cresco Corp., respectively (including its successors and assigns if applicable) will:

- (i) allow the Agents and their representatives to conduct all due diligence regarding the Corporation and the Cresco Entities which the Agents may reasonably require to be conducted prior to the Closing Date;
- (ii) use its commercially reasonable efforts to fulfil or cause to be fulfilled, at or prior to the Closing Time, each of the conditions required to be fulfilled as set out in Section 7;
- (iii) duly execute and deliver the Offering Documents at the Closing Time, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by them;
- (iv) subject to applicable law, obtain the prior approval of the Joint Bookrunners as to the content and form of any press release relating to the Offering, such approval not to be unreasonably conditioned, withheld or delayed;
- (v) subject to satisfaction of the conditions set out in the Randsburg Circular, it will use commercially reasonable efforts to give effect to the Business Combination as soon as reasonably practicable and legally and contractually permissible prior to the Escrow Deadline;
- (vi) obtain the prior approval of the Joint Bookrunners to the extent that the aggregate number of Subscription Receipts issued as part of the Concurrent Financing exceeds 2,300,000 Subscription Receipts, such approval not to be unreasonably withheld or delayed;
- (vii) allow the Joint Bookrunners and their counsel a reasonable opportunity to review and comment on each principal agreement (the “**Business Combination Documents**”) entered into by any of the Corporation, Cresco, Cresco Corp. or Randsburg to give effect to the Business Combination;
- (viii) following satisfaction of the Escrow Release Conditions, use the net proceeds of the Offering in the manner described in the Term Sheet;
- (ix) as soon as reasonably possible, and in any event by the Closing Date, the Corporation shall take all such steps as may reasonably be necessary to fulfil all legal requirements to permit the creation, issue, offering and sale of the Offered Securities and the creation and issue of the Broker Warrants and Broker Warrant Shares, including, without limitation, compliance with the applicable securities legislation of the Designated Jurisdictions to enable the Offered Securities to be offered for sale and sold to the Purchasers, without the necessity of filing a prospectus or a registration statement under the applicable securities legislation of the Designated Jurisdictions, to Purchasers through investment dealers or brokers registered under the applicable securities legislation of the Designated Jurisdictions who have complied with the relevant provisions of such laws;

- (x) ensure that the Offered Securities, on payment therefor, are duly and validly created, authorized and issued and shall have attributes corresponding in all material respects to the description set forth in this Agreement;
- (xi) ensure that the Subscription Receipt Shares, upon issuance, shall be duly issued as fully paid and non-assessable, and shall have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Subscription Agreements;
- (xii) ensure that at all times prior to the exercise of the Broker Warrants and prior to the completion of the Business Combination, sufficient Broker Warrant Shares are reserved and allotted for issue, and upon the exercise of the Broker Warrants and the payment of the exercise price therefor, the Broker Warrant Shares shall be validly authorized for issue and issued as fully paid and non-assessable shares of the Corporation;
- (xiii) ensure that the Broker Warrants, upon issuance, shall be duly issued as fully paid and non-assessable, and shall have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and the certificate representing the Broker Warrants;
- (xiv) execute and deliver or file with the Securities Regulators as required all forms, notices and certificates relating to the Offering required to be filed pursuant to the Securities Laws in the time required by applicable Securities Laws, including, for greater certainty, all forms, notices, offering memoranda and certificates;
- (xv) prior to the Closing Time, use commercially reasonable efforts to cause each of the senior officers and directors of the Corporation, Cresco and Cresco Corp. and each shareholder, member and unitholder of the Corporation, Cresco and Cresco Corp. listed in Schedule F (a “**Locked-up Holder**”), to enter into an undertaking (the “**Lock-up Undertakings**”) in favour of the Agents substantially in the form set out in Schedule F to this Agreement pursuant to which such person shall agree not to, and will not permit any of his, her or its affiliates (as such term is defined in the *Securities Act* (Ontario)) to, directly or indirectly, offer, sell, grant, secure, pledge, or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form of agreement or arrangement, the consequence of which is to alter economic exposure to, or announce any intention to do so, in any manner whatsoever, whether through the facilities of a stock exchange, by private placement or otherwise any securities of the Corporation, any Cresco Entity or Randsburg, or other securities convertible into or exercisable or exchangeable for such first mentioned securities for a period of 180 days after the Closing Date, unless: (a) it is in connection with the Business Combination and the transferee enters into a Lock-Up Undertaking; (b) they first obtain the prior written consent of the Joint Bookrunners (on their own behalf and on behalf of the other Agents), which consent will not be unreasonably conditioned, withheld or delayed; (c) a take-over bid or similar transaction involving a change of control of the Corporation, any Cresco Entity or Randsburg is completed, other than the Business Combination; or (d) transfers to affiliates for tax or similar

planning purposes, provided that the transferee(s) sign a Lock-Up Undertaking;

- (xvi) promptly notify the Agents of the receipt by the Corporation or any Cresco Entity of any notice by any judicial or regulatory authority or any stock exchange requesting any information, meeting or hearing relating to such entity for the Offering;
- (xvii) use its commercially reasonable efforts to satisfy the Escrow Release Conditions prior to the Escrow Deadline;
- (xviii) duly execute and deliver the Escrow Release Certificate to the Agents, dated as of the date that the Escrow Release Conditions are satisfied;
- (xix) until the completion of the Business Combination, promptly inform the Joint Bookrunners of the full particulars of:
 - (A) any request of any securities commission or similar regulatory authority (including the CSE) for any amendment to any previously provided information or for any additional information which may be material to the distribution of the Subscription Receipts or the issuance of the Common Shares or, to the knowledge of Cresco, the Subordinate Voting Shares;
 - (B) the issuance by any securities commission or similar regulatory authority (including the CSE) or by any other competent authority of: (i) any order to cease or suspend trading of securities of the Corporation, or Randsburg; or (ii) of the institution or threat of institution of any proceedings for either purpose; or
 - (C) the receipt by Cresco or the Corporation of any material communication from any securities commission (including the CSE) or any other competent authority relating to the distribution of the Subscription Receipts or the issuance of the Common Shares,

and except as otherwise agreed by the Joint Bookrunners, Cresco will use its reasonable best efforts to prevent the issuance of any such cease trading order or suspension order and, if issued, to obtain the withdrawal thereof as soon as possible;

- (xx) execute and file with the securities commissions in Canada and the CSE, as applicable, all forms, notices and certificates required to be filed by the Corporation pursuant to Securities Laws in Canada and the policies of the CSE in the time required thereby, including, for greater certainty, a Form 45-106F1 of NI 45-106, and any other applicable forms required under Securities Laws in Canada;
- (xxi) use commercially reasonable efforts to obtain all consents, including approvals, permits, authorizations or filings as may be required under Securities Laws in Canada, or otherwise necessary for the execution and

delivery of and the performance by Cresco, Cresco Corp. and the Corporation of their obligations under the Offering Documents;

- (xxii) shall forthwith notify the Joint Bookrunners of any breach of any covenant of this Agreement, or upon it becoming aware that any representation or warranty of Cresco, Cresco Corp. and the Corporation contained in this Agreement or the Definitive Agreement is or has become untrue or inaccurate in any material respect; and
- (xxiii) promptly notify the Joint Bookrunners in writing or disclose to the public if the Corporation no longer intends to complete the Business Combination prior to the Escrow Deadline.

(b) **Covenants of Randsburg.** Randsburg hereby covenants to the Agents and to the Purchasers and their permitted assigns, and acknowledges that each of them is relying on such covenants in the purchase of the Offered Securities (including their successors and assigns if applicable) that it will:

- (i) subject to applicable law, obtain the prior approval of the Joint Bookrunners as to the content and form of any press release relating to the Offering, such approval not to be unreasonably withheld or delayed;
- (ii) subject to the completion of the Business Combination, ensure that, at all times a sufficient number of Subordinate Voting Shares are allotted in respect of the Subscription Receipt Shares, the Common Units, Cresco Redeemable Units, Cresco Corp. Redeemable Shares and Resulting Issuer Broker Warrants reserved for issuance upon completion of the Business Combination and upon redemption of its Common Units, Cresco Redeemable Units, Cresco Corp. Redeemable Shares, or Resulting Issuer Broker Warrants as the case may be;
- (iii) subject to the completion of the Business Combination, ensure that the Resulting Issuer Broker Warrants shall be duly and validly created, authorized and issued and shall have attributes corresponding in all material respects to the description set forth in this Agreement and in the certificates representing the Resulting Issuer Broker Warrants, and shall promptly following completion of the Business Combination deliver to the Joint Bookrunners certificates representing the Resulting Issuer Broker Warrants;
- (iv) take all necessary corporate action to authorize the creation and issue of the Resulting Issuer Broker Warrant Shares upon the exercise of the Resulting Issuer Broker Warrants;
- (v) ensure that the Resulting Issuer Broker Warrant Shares, upon issuance, are validly issued as fully paid and non-assessable Subordinate Voting Shares of the Resulting Issuer;
- (vi) subject to satisfaction of the conditions set out in the Randsburg Circular, it will use commercially reasonable efforts to give effect to the Business Combination as soon as reasonably practicable, in any event prior to the Escrow Deadline;

- (vii) execute and file with the any securities commissions and the CSE, as applicable, all forms, notices and certificates required to be filed pursuant to Securities Laws in Canada and the policies of the CSE in the time required thereby;
- (viii) subject to the completion of the Business Combination, use its commercially reasonable efforts to ensure that the Subordinate Voting Shares, are, when issued upon the completion of the Business Combination, listed and posted for trading on the CSE;
- (ix) subject to completion of the Business Combination, use commercially reasonable efforts to comply with its obligations under Securities Laws in Canada and under other applicable Laws;
- (x) it will use its commercially reasonable efforts to maintain its status (or the status of the Resulting Issuer) as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of the Securities Laws of at least one of the Qualifying Provinces for a period of twelve (12) months after the Closing Date, provided that this covenant shall not prevent Randsburg from completing any transaction which would result in Randsburg or the Resulting Issuer ceasing to be a “reporting issuer” so long as the holders of securities of Randsburg or the Resulting Issuer receive securities of an entity which is listed on a recognized stock exchange or cash, or the holders of securities of Randsburg or the Resulting Issuer have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the rules and policies of the CSE or such other exchange on which the securities of Randsburg or the Resulting Issuer are listed;
- (xi) it will use its commercially reasonable efforts to maintain the listing of Subordinate Voting Shares on the CSE or another recognized Canadian stock exchange or U.S. stock exchange for a period of twelve (12) months after the Closing Date, provided that this covenant shall not prevent Randsburg from completing any transaction which would result in the Subordinate Voting Shares ceasing to be listed on the CSE or another recognized Canadian stock exchange or U.S. stock exchange so long as the holders of securities of Randsburg or the Resulting Issuer receive securities of an entity which is listed on a recognized stock exchange or cash, or the holders of securities of Randsburg or the Resulting Issuer have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the rules and policies of the CSE or such other exchange on which the securities of Randsburg or the Resulting Issuer are listed;
- (xii) use its commercially reasonable efforts to fulfill, at or before the Closing Date, each of the conditions set out in Section 7 that are within its control;
- (xiii) deliver to the Joint Bookrunners copies of all material correspondence and other written communications between Randsburg, the CSE, the Securities Regulators relating to the Offering and the Business Combination and will generally keep the Joint Bookrunners apprised of the progress and status of, including all favourable and adverse developments relating to, the Offering and the Business Combination;

- (xiv) subject to the completion of the Business Combination, ensure that the Subordinate Voting Shares, have the attributes corresponding in all material respects to the description thereof set forth in the Presentation, the Randsburg Circular and this Agreement;
- (xv) forthwith notify the Joint Bookrunners of any breach of any covenant of this Agreement, or upon it becoming aware that any representation or warranty of Randsburg contained in this Agreement or the Definitive Agreement is or has become untrue or inaccurate in any material respect;
- (xvi) comply with all of the obligations to be performed by it, and all of its covenants and agreements, under and pursuant to this Agreement and the Definitive Agreement, except to the extent the Joint Bookrunners provide a prior waiver in writing in respect to any such obligation; and
- (xvii) ensure that there are no and, at the Closing Time and time of closing of the Business Combination, there will be no securityholders' agreements to which Randsburg is a party, and to the knowledge of Randsburg there are no, and at the Closing Time and time of closing of the Business Combination there will be no, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the securities of Randsburg to which Randsburg is a party.

(c) **Standstill – Corporation and Cresco.** None of the Corporation, Cresco and their successors, will directly or indirectly, offer, issue, sell, grant an option or right in respect of, or agree to, announce any intention to, offer, issue, sell, grant an option or right in respect of, any equity or voting securities, other than: (i) pursuant to the Offering or Concurrent Financing and the exercise of the Broker Warrants or Resulting Issuer Broker Warrants; (ii) pursuant to the grant, exercise or conversion of stock options and other similar issuances pursuant to any stock option plan, profits interest plan or similar equity compensation arrangements; (iii) the issuance of securities of the Corporation or Cresco upon the exercise, but not the resale, of convertible securities, warrants, options or similar obligations; (iv) in connection with any arm's length property acquisition transaction or other corporate acquisitions by the Corporation, Cresco or an affiliate thereof disclosed to the Joint Bookrunners; or (v) securities to be issued in connection with the Business Combination (including on redemption or exchange of Cresco Redeemable Units, Cresco Corp. Redeemable Shares or other convertible or exchangeable securities of the Corporation or Cresco for shares of the Resulting Issuer), in the case of Cresco or Cresco Corp., obligations in respect of existing agreements set out in Schedule C, for a period commencing on the Closing Date and ending 180 days from the Closing Date, without the prior written consent of the Joint Bookrunners, such consent not to be unreasonably withheld.

(d) **Standstill – Randsburg.** None of Randsburg and its successors (including the Resulting Issuer), will directly or indirectly, offer, issue, sell, grant an option or right in respect of, or agree to, announce any intention to, offer, issue, sell, grant an option or right in respect of, any equity or voting securities, other than: (i) pursuant to the Offering or Concurrent Financing and the exercise of the Broker Warrants or Resulting Issuer Broker Warrants; (ii) pursuant to the grant, exercise or conversion of stock options and other similar issuances pursuant to any stock option plan, profits interest plan or similar equity compensation arrangements; (iii) the issuance of securities upon the exercise, but not the resale, of convertible securities, warrants, options or similar obligations, or pursuant to the terms of the Business Combination Documents or the terms of the Super Voting Shares or the Proportionate Voting Shares; (iv) in connection with any arm's length property acquisition transaction or other corporate acquisitions by the Resulting Issuer or an affiliate thereof disclosed to the Joint Bookrunners; or (v) securities to be issued in

connection with the Business Combination (including on redemption or exchange of Cresco Redeemable Units, Cresco Corp. Redeemable Shares or other convertible or exchangeable securities of the Corporation or Cresco for shares of the Resulting Issuer), for a period commencing on the Closing Date and ending 180 days from the Closing Date, without the prior written consent of the Joint Bookrunners, such consent not to be unreasonably withheld.

(e) **Covenants, Certification and Representations and Warranties of the Agents.** Each of the Agents hereby covenants, severally but not jointly, to the Corporation as follows:

- (i) it will conduct activities in connection with arranging for Purchasers of the Offered Securities in compliance with Securities Laws and with the securities laws of any other applicable jurisdictions;
- (ii) it will not deliver to any prospective Purchaser any document or material which constitutes an offering memorandum under Securities Laws other than the Presentation;
- (iii) it will not solicit offers to purchase or sell the Offered Securities so as to require registration thereof or the filing of a prospectus, registration statement or similar disclosure document with respect thereto or so as to create continuing obligations on the part of the Corporation under the laws of any jurisdiction, and it will not solicit offers to purchase or sell the Offered Securities in any jurisdiction outside of Canada where the solicitation or sale of the Offered Securities would result in any statutory ongoing disclosure requirements in such jurisdiction or any registration requirements in such jurisdiction on the part of the Corporation except for the filing of a notice or report of the solicitation or sale;
- (iv) other than the Term Sheet and the Presentation, it will not make use of any green sheet or other internal marketing document without the written consent of the Corporation, such consent to be promptly considered and not to be unreasonably withheld; and
- (v) it shall obtain from each Purchaser an executed Subscription Agreement, together with all documentation as may be necessary in connection with the distribution of the Offered Securities on a private placement basis.

4. **Representations as to Presentation.** If delivered to one or more of the Purchasers, the delivery to such Purchasers of the Presentation shall constitute a representation and warranty by each of Cresco and the Corporation that all information and statements contained in the Presentation is true and correct in all material respects at the time of delivery thereof and that the Presentation contains no misrepresentation.

5. (a) **Representations and Warranties of the Corporation and Cresco in respect of the Corporation.** The Corporation and Cresco, jointly and severally, represent and warrant to the Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the transactions contemplated by this Agreement, that:

- (i) the Corporation is a corporation duly formed and validly existing under the BCBCA and has all requisite corporate power and authority and is duly qualified and holds all necessary material permits, licences and

authorizations necessary or required to carry on its business as now conducted and proposed to be conducted to own, lease or operate its properties and assets and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;

- (ii) the Corporation has all requisite corporate power, authority and capacity to undertake the Offering, to enter into each of this Agreement, the Subscription Receipt Agreement, the Subscription Agreements (collectively the “**Offering Documents**”), the certificates, if any, representing the Offered Securities, the Broker Warrants and the Broker Warrant Shares and the Business Combination Documents, to the extent it is a party thereto, and to perform the transactions contemplated herein and therein, including, without limitation, to issue the Subscription Receipts and the Subscription Receipt Shares, the Broker Warrants and the Broker Warrant Shares;
- (iii) the Corporation does not have any direct or indirect subsidiaries or any investment or proposed investment in any Person that is or will be material to the Corporation;
- (iv) the Corporation has conducted and is conducting its business in material compliance with all applicable laws and regulations of each jurisdiction in which it carries on business. The Corporation holds all material requisite licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on its business as currently carried on and all such licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects. Without limiting the generality of the foregoing, the Corporation has not received a written notice of non-compliance, nor does it know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits;
- (v) the Corporation does not own any material assets;
- (vi) no legal or governmental proceedings or inquiries are pending to which the Corporation is a party or to which the property thereof is subject;
- (vii) there are no material actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the best of the Corporation’s knowledge, pending or threatened against or affecting the Corporation or its directors, officers or employees, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the best of the Corporation’s knowledge, there is no basis therefor and the Corporation is not subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority;
- (viii) the Corporation is not in violation of its constating documents or in default in any material respect in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease, licence or other

agreement or instrument to which it is a party or by which it or its property or assets may be bound;

- (ix) at the Closing Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under Securities Laws necessary for the execution and delivery of the Offering Documents, and the creation, issuance and sale, as applicable, of the Offered Securities, the Subscription Receipt Shares, the Broker Warrants and the Broker Warrant Shares and the consummation of the transactions contemplated hereby and thereby will have been made or obtained, as applicable (other than the filing of reports required under applicable Securities Laws within the prescribed time periods, which documents shall be filed as soon as practicable after the applicable Closing Date and, in any event, within such deadline imposed by applicable Securities Laws);
- (x) the Subscription Receipt Shares issuable upon the conversion of the Subscription Receipts will not be subject to a restricted period or to a statutory hold period under the Securities Laws, other than as described in the Subscription Agreements;
- (xi) each of the Offering Documents has been executed and delivered by the Corporation, and the performance by the Corporation of its obligations hereunder or thereunder, the issue and sale of the Offered Securities hereunder and the consummation of the transactions contemplated in this Agreement and the Definitive Agreement, including the issuance and delivery of the Subscription Receipt Shares, the Broker Warrants and the Broker Warrant Shares do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both): (A) any statute, rule or regulation applicable to the Corporation including, without limitation, Securities Laws; (B) the constating documents, by-laws or resolutions of the Corporation which are in effect at the date hereof; (C) any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which the Corporation is a party or by which it is bound; or (D) any judgment, decree or order binding the Corporation or the property or assets of the Corporation;
- (xii) at the Closing Time, each of the Offering Documents, shall have been duly authorized and executed and delivered by the Corporation and upon such execution and delivery each shall constitute a valid and binding obligation of the Corporation and each shall be enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;
- (xiii) the form (if certificated) and terms of the Subscription Receipts, the Subscription Receipt Shares, the Broker Warrants and the Broker Warrant

Shares, have been approved and adopted, as applicable, by the directors of the Corporation and do not conflict with any applicable laws;

- (xiv) at the Closing Time, all necessary corporate action will have been taken by the Corporation to authorize the issuance of the Subscription Receipts and to authorize, reserve and allot for issuance the Subscription Receipt Shares upon the conversion of the Subscription Receipts, and such Subscription Receipt Shares will be validly issued as fully-paid and non-assessable securities in the capital of the Corporation, and shall have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Subscription Agreements;
- (xv) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Cresco, are pending, contemplated or threatened by any regulatory authority
- (xvi) the Corporation was incorporated on November 2, 2018 and has not carried on any business, acquired any assets or incurred any liabilities, other than in connection with the Business Combination;
- (xvii) the Corporation has not prepared any financial statements and is not required to have done so under any applicable law;
- (xviii) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Corporation have been paid,
- (xix) the Corporation is not party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any of the securities of the Corporation;
- (xx) the Corporation is not a party to, bound by or, to the knowledge of Cresco, affected by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of the Corporation to compete in any line of business, transfer or move any of its respective assets or operations or which adversely materially affects the business practices, operations or condition of the Corporation;
- (xxi) the authorized capital of the Corporation consists of an unlimited number of Common Shares, of which, as at the date hereof (prior to the completion of the Offering), 1 Common Share is issued and outstanding as a fully paid and non-assessable share in the capital of the Corporation. Other than the Offered Securities and Subscription Receipts issued pursuant to the Concurrent Financing, there are no outstanding rights, warrants, options, convertible debt or any other securities or rights capable of being converted

into, or exchanged or exercised for, any Common Shares or other securities of the Corporation;

- (xxii) the Subscription Receipt Agent, at its principal office in the City of Calgary, Alberta has been duly appointed as the subscription receipt agent in respect of the Subscription Receipts;
- (xxiii) the issue of the Subscription Receipts and the Subscription Receipt Shares upon conversion thereof will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation;
- (xxiv) all information which has been prepared by the Corporation or Cresco relating to the Corporation and made available to the Agents, was, as of the date of such information and is as of the date hereof, true and correct in all material respects, taken as a whole, does not contain a misrepresentation and no fact or facts have been omitted therefrom which would make such information materially misleading;
- (xxv) there are no material actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding against or affecting the Corporation, or, to the best of the Corporation's knowledge, the directors, officers or employees of the Corporation, or, to the best of the Corporation's knowledge, pending or threatened against or affecting the Corporation, or the directors, officers or employees of the Corporation, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the best of Corporation's knowledge, there is no basis therefore and the Corporation is not subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, may have a Material Adverse Effect or that would materially adversely affect the Corporation's ability to perform its obligations under this Agreement, the Definitive Agreement or the Business Combination Documents;
- (xxvi) to the knowledge of Cresco, the Corporation nor any director, officer, employee, consultant, representative or agent thereof, has violated any anti-bribery or anti-corruption Laws applicable to the Corporation, including but not limited to *the United States Foreign Corrupt Practices Act* of 1977 and *Corruption of Foreign Public Officials Act* (Canada), or (B) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (i) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of the Corporation in obtaining or retaining business for or with, or directing business to, any person;

- (xxvii) neither the Corporation, nor to the knowledge of Cresco, any director, officer, employee, consultant, representative or agent thereof, has (A) conducted or initiated any review, audit, or internal investigation that concluded the Corporation or any director, officer, employee, consultant, representative or agent thereof, violated any anti-bribery or anti-corruption Laws applicable to the Corporation or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption Laws, in each case, with respect to any alleged act or omission arising under or relating to non-compliance with any such Laws, or received any notice, request, or citation from any person alleging non-compliance with any such Laws;
- (xxviii) the operations of the Corporation are in and have been conducted at all times compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the “**Applicable Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any Governmental Authority involving the Corporation with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of Cresco, pending or threatened;
- (xxix) there are no payments required to be made to directors, officers and employees of the Corporation as a result of the Business Combination including under any contract, settlements, bonus plans, retention agreements, change of control agreements and severance obligations (whether resulting from termination, change of control or alteration of duties upon the successful completion of the Business Combination , or otherwise);
- (xxx) to the knowledge of Cresco, no event has occurred which is reasonably likely to prevent the Escrow Release Conditions from being satisfied at or before the Escrow Release Deadline;
- (xxxi) the minute books and corporate records of the Corporation for the period from incorporation to the date hereof made available to the Agents contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders and the directors (or any committee thereof) thereof and there have been no other meetings, resolutions or proceedings of the shareholders or directors of the Corporation to the date hereof not reflected in such corporate records, other than those which are not material to the Corporation, as the case may be;
- (xxxii) other than the Agents, there is no Person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder’s fee or other compensation in connection with the transactions contemplated by this Agreement.

(b) **Representation and Warranties of Cresco Corp. and Cresco in respect of the Cresco Entities.** Cresco Corp. and Cresco, jointly and severally, represent and warrant to the Agents and to the

Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the transactions contemplated by this Agreement that:

- (i) each Cresco Entity is a corporation or other legal entity duly formed, continued or amalgamated and validly existing under the laws of the jurisdiction in which it was formed, continued or amalgamated, as the case may be, and has all requisite corporate power and authority and is duly qualified to own, lease or operate its properties and assets and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;
- (ii) other than the Subsidiaries and those subsidiaries listed in the Draft Listing Statement, neither Cresco Corp. nor Cresco has a direct or indirect subsidiary or any investment or proposed investment in any Person that is or will be material to Cresco;
- (iii) other than the Material Subsidiaries and those subsidiaries listed in the Draft Listing Statement, no Subsidiary carries on any material active business, holds a material licence, owns any material real or personal property, or is the tenant in respect of any material Leased Premises;
- (iv) each of Cresco and Cresco Corp. has all requisite corporate power and capacity to enter into each of this Agreement, the Business Combination Documents and the Definitive Agreement, to the extent that it is a party thereto, and to perform the transactions contemplated herein and therein;
- (v) each of Cresco and Cresco Corp. has all requisite corporate authority to enter into this Agreement and the Definitive Agreement, and will have the corporate authority to enter into the Business Combination Documents to the extent that it is a party thereto, and to perform the transactions contemplated herein and therein;
- (vi) except as set out in Schedule A, Cresco owns, directly or indirectly, all of the issued and outstanding shares of each Subsidiary free and clear of all encumbrances, claims or demands whatsoever;
- (vii) other than as disclosed in the Randsburg Circular or in Schedule C, no person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from any Person of any interest in any of the shares or ownership interest in the capital of any Cresco Entity;
- (viii) all of the issued and outstanding shares or ownership interests of each Cresco Entity is outstanding as fully paid and non-assessable;
- (ix) upon completion of the Business Combination, the issued and outstanding share capital or outstanding ownership interests, of Cresco Corp. and Cresco will be substantially as set out in the Resulting Issuer Capitalization Summary;

- (x) other than in respect of certain United States federal laws relating to the cultivation, distribution or possession of marijuana in the United States and other related judgments, orders or decrees (collectively, the “**U.S. Marijuana Laws**”), each Cresco Entity has conducted and is conducting its business in material compliance with all applicable laws and regulations of each jurisdiction in which it carries on business and with all applicable laws, tariffs and directives material to its operations, including all applicable federal, state, municipal, and local laws and regulations and other lawful requirements of any governmental or regulatory body that govern all aspects of Cresco’s business, including, but not limited to, permits and/or licenses to grow, process, and dispense cannabis and cannabis-derived products;
- (xi) Cresco has provided to the Agents copies of (including all material correspondence relating to) all material licenses and permits held by it and the Cresco Entities, and any renewals thereof as of the date hereof. As at the date hereof, Cresco has all licenses, permits, authorizations, certifications, consents and orders necessary for the conduct of its business as presently conducted, other than in respect of certain U.S Marijuana Laws and none of the Cresco Entities have received any penalty, enforcement action or public notice violation or notice thereof from any state, municipal or local government in respect of such licenses and/or permits, except as would not, individually or in the aggregate, have a Material Adverse Effect;
- (xii) other than the Leased Premises, each Cresco Entity is the absolute legal and beneficial owner of all of its material properties and assets, and no other property or assets are necessary for the conduct of the business of Cresco Entities as currently conducted. Any and all of the agreements and other documents and instruments pursuant to which each of the Cresco Entities holds its material property and assets (including any interest in, or right to earn an interest in, any Intellectual Property) are valid and subsisting agreements, documents and instruments in full force and effect, enforceable in accordance with the terms thereof, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and all material leases, licenses and other agreements pursuant to which the Cresco Entities derive the interests thereof in such property are in good standing. Cresco does not know of any claim or the basis for any claim that might or could materially and adversely affect the right of the Cresco Entities to use, transfer or otherwise exploit their respective assets and, except as disclosed to the Agents in writing, none of the properties (or any interest in, or right to earn an interest in, any property) of the Cresco Entities is subject to any right of first refusal or purchase or acquisition right, no Cresco Entity has a responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property and assets thereof;
- (xiii) other than in respect of certain U.S Marijuana Laws, no legal or governmental proceedings or inquiries are pending to which a Cresco Entity is a party or to which the property thereof is subject that would result in the revocation or modification of any material certificate, authority, permit or license that is necessary to conduct the business now conducted by a Cresco Entity and, to the knowledge of Cresco, no such legal or governmental

proceedings or inquiries have been threatened against or are contemplated with respect to the Cresco Entity or with respect to the properties or assets thereof;

- (xiv) there are no material actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding against or affecting any Cresco Entity, or, to the best of Cresco's knowledge, the directors, officers or employees of any Cresco Entity, or, to the best of the Cresco's knowledge, pending or threatened against or affecting any Cresco Entity, or the directors, officers or employees of any Cresco Entity, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the best of Cresco's knowledge, there is no basis therefor and no Cresco Entity is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, may have a Material Adverse Effect or that would materially adversely affect a Cresco Entity's ability to perform its obligations under this Agreement, the Definitive Agreement or the Business Combination Documents;
- (xv) no Cresco Entity is in violation of its constating documents or in default in any material respect in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, except where such violation or default would not have a Material Adverse Effect, indenture, trust deed, mortgage, loan agreement, note, lease, licence or other agreement or instrument to which it is a party or by which it or its property or assets may be bound;
- (xvi) to the knowledge of Cresco, no counterparty to any material obligation, agreement, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which any Cresco Entity is a party is in default in the performance or observance thereof, except where such violation or default in performance would not have a Material Adverse Effect on the Cresco Entities;
- (xvii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Cresco or Cresco Corp. has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Cresco, are pending, contemplated or threatened by any regulatory authority;
- (xviii) the Cresco Financial Statements have been prepared in accordance with IFRS, contain no material misrepresentations and present fairly, in all material respects, the financial condition of Cresco on a consolidated basis as at the date thereof and the results of the operations and cash flows of Cresco on a consolidated basis for the period then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of Cresco on a consolidated basis that are required to be disclosed in such financial statements, and there has been no material changes in the financial condition, results of operations or accounting policies or practices of Cresco since December 31, 2017;

- (xix) except as disclosed in the Cresco Financial Statements and except for liabilities incurred in the ordinary course of the business of the Cresco entities since the date of the Cresco Financial Statements, there are no material liabilities of the Cresco Entities whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Cresco Financial Statements and no Cresco Entity has made any loans or guaranteed the obligations of any Person;
- (xx) all Taxes due and payable by each Cresco Entity have been paid, other than any immaterial amounts as may have failed to have been remitted when due. All tax returns, declarations, remittances and filings required to be filed by each Cresco Entity have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them materially misleading. No examination of any tax return of the Cresco Entities is currently in progress to the knowledge of Cresco and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by any Cresco Entity in any case;
- (xxi) each Cresco Entity maintains a system of internal accounting controls sufficient to provide reasonable assurances that, (A) transactions are executed in accordance with management's general or specific authorization, and (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets;
- (xxii) each Cresco Entity owns or has all proprietary rights provided in law and at equity to all material Intellectual Property necessary to permit each such Cresco Entity to conduct its business as currently conducted. No Cresco Entity has received any notice nor is Cresco aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances that would render any Intellectual Property invalid or inadequate to protect the interests of each Cresco Entity therein and which infringement or conflict (if subject to an unfavourable decision, ruling or finding) or invalidity or inadequacy would have a Material Adverse Effect;
- (xxiii) each Cresco Entity has taken all reasonable steps to protect all material Intellectual Property in those jurisdictions where, in the reasonable opinion of Cresco, each carries on a sufficient business to justify such filings;
- (xxiv) to the knowledge of Cresco and other than certain restrictions on the registration of trademarks, patents and other Intellectual Property related to cannabis at the U.S. federal level, there are no material restrictions on the ability of any Cresco Entity to use and explore all rights in all material Intellectual Property required in the ordinary course of the business of the Cresco Entities. None of the rights of each Cresco Entity in any material Intellectual Property will be impaired or affected in any way by the transactions contemplated by this Agreement and by the Business Combination;

- (xxv) no Cresco Entity has received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any material Intellectual Property or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor to the knowledge of Cresco, is there a reasonable basis for any claim that any person other than a Cresco Entity has any claim of legal or beneficial ownership or other claim or interest in all material Intellectual Property;
- (xxvi) other than certain restrictions on the registration of trademarks, patents and other Intellectual Property related to cannabis at the U.S. federal level, all registrations of material Intellectual Property are in good standing and are recorded in the name of a Cresco Entity in the appropriate offices to preserve the rights thereto. All such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements. No registration of material Intellectual Property has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained;
- (xxvii) to the knowledge of Cresco, none of the directors, officers or employees of a Cresco Entity, any Person who owns, directly or indirectly, an ownership interest in a Cresco Entity or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including, without limitation, any loan made to or by any such Person) with a Cresco Entity or the Corporation which, as the case may be, materially affects, is material to or will materially affect the Cresco Entity or the Corporation, except as disclosed in the Draft Listing Statement;
- (xxviii) other than the SPV Shareholder Agreement and Cresco Operating Agreement, no Cresco Entity is a party to any agreement, nor is Cresco aware of any agreement, which in any manner affects the voting control of any of the securities of the Cresco Entity;
- (xxix) to the knowledge of Cresco, no Cresco Entity is affected by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of the Cresco Entity to compete in any line of business, transfer or move any of its respective assets or operations or which adversely materially affects the business practices, operations or condition of the Cresco Entity other than in respect of certain U.S Marijuana Laws;
- (xxx) other than in respect of certain U.S Marijuana Laws, no Cresco Entity has ever been in material violation of, in connection with the ownership, use, maintenance or operation of the material property and assets thereof, any applicable federal, state, municipal or local laws, by-laws, regulations, orders, policies, permits, licenses, certificates or approvals having the force of law, in the United States or foreign, relating to environmental, health or safety matters;

- (xxxi) the authorized capital and issued capital of Cresco and each Material Subsidiary is set out in Schedule D. Other than as disclosed in Schedule C, there are no outstanding rights, warrants, options, convertible debt or any other securities or rights capable of being converted into, or exchanged or exercised for, any securities of Cresco and each Material Subsidiary. Cresco owns, directly or indirectly those subsidiaries as set out in the Draft Listing Statement;
- (xxxii) a Cresco Entity occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which a Cresco Entity occupies the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein and the Definitive Agreement, will not afford any of the parties to such leases or any other person the right to terminate such leases or result in any additional or more onerous obligations under such leases;
- (xxxiii) each Cresco Entity is in material compliance with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages;
- (xxxiv) except for certain U.S. Marijuana Laws, Cresco is not aware of any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over a Cresco Entity presently in force or any publicly disseminated or announced pending or contemplated change to any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over a Cresco Entity presently in force, that Cresco anticipates a Cresco Entity will be unable to comply with or which could reasonably be expected to materially adversely affect the business of a Cresco Entity or the business environment or legal environment under which such entity operates;
- (xxxv) no Cresco Entity, or, to the knowledge of Cresco, any employee or agent thereof, has made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any governmental officer or official in any jurisdiction, or other Person charged with similar public or quasi-public duties, other than payments required or permitted by applicable laws;
- (xxxvi) the minute books and corporate records of the Material Subsidiaries for the period from formation to the date hereof made available to the Agents contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders and the directors (or any committee thereof) thereof and there have been no other meetings, resolutions or proceedings of the shareholders or directors of the Material Subsidiaries to the date hereof not reflected in such corporate records, other than those which are not material to such Material Subsidiaries, as the case may be;

- (xxxvii) the Presentation did not as at the date it was provided to Purchasers, and does not at the date hereof, contain any misrepresentation, and all forecasts, budgets or projections set forth in the Presentation were prepared in good faith, disclosed all relevant material assumptions and contain reasonable estimates of the prospects of the business. The Presentation complies in all material respects with Securities Laws;
- (xxxviii) Cresco has a reasonable basis for disclosing any forward-looking information contained in the Presentation and is not, as of the date hereof, required to update any such forward looking information pursuant to National Instrument 51-102 – *Continuous Disclosure Obligations*, and such forward looking information contained in the Presentation reflects the best currently available estimates and good faith judgments of the management of the Corporation, as the case may be, as to the matters covered thereby;
- (xxxix) other than the Agents, the Selling Firms and any broker referred to in Section 10 of this Agreement, there is no Person acting or purporting to act at the request or on behalf of the Cresco Entities that is entitled to any brokerage or finder’s fee or other compensation in connection with the Offering;
- (xl) the Cresco Entities hold all material permits, licences and authorizations necessary or required to carry on its business as now conducted (the “**Licences**”). Each Cresco Entity is in compliance with the terms and conditions of each such Licence and Cresco does not anticipate any variations or difficulties in renewing such Licences. Neither the Offering nor the Business Combination (including the proposed use of proceeds) will have any adverse impact on the Licences or require a Cresco Entity to obtain any new licence or consent or approved thereunder;
- (xli) other than in the ordinary course of business, no Cresco Entity has received any notice or communication from any customer or any applicable regulatory authority alleging a defect or claim in respect of any products supplied or sold by the Cresco Entity to a customer and, to Cresco’s knowledge, there are no circumstances that would give rise to any reports, recalls, public disclosure, announcements or customer communications required to be made by a Cresco Entity in respect of any products supplied or sold by a Cresco Entity;
- (xlii) all product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by each Cresco Entity in connection with their business is being conducted in accordance with sound industry practices and in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to its current and proposed business, and all such processes, procedures and practices, required in connection with such activities are in place as necessary and are being complied with, in all material respects;
- (xliii) each Cresco Entity has security measures and safeguards in place to protect personal information it collects from registered patients and customers and

other parties from illegal or unauthorized access or use by its personnel or third parties or access or use by its personnel or third parties in a manner that violates the privacy rights of third parties. The Cresco Entities have complied, in all material respects, with all applicable privacy and consumer protection legislation and none has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner. The Cresco Entities have taken commercially reasonable steps to protect personal information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse;

- (xliv) Cresco is not aware of any facts or circumstances that would cause it to believe that (i) the Business Combination will not be completed on or before the Escrow Deadline, (ii) the Business Combination will not be completed in accordance with the Definitive Agreement, or (iii) the Definitive Agreement will be terminated;
- (xlv) to the knowledge of Cresco, no Cresco Entity or any director, officer, employee, consultant, representative or agent thereof, has violated any anti-bribery or anti-corruption Laws applicable to any Cresco Entity, including but not limited to *the United States Foreign Corrupt Practices Act* of 1977 and *Corruption of Foreign Public Officials Act* (Canada), or (B) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (i) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of any Cresco Entity in obtaining or retaining business for or with, or directing business to, any person;
- (xlvi) no Cresco Entity, nor to the knowledge of Cresco, any director, officer, employee, consultant, representative or agent thereof, has (A) conducted or initiated any review, audit, or internal investigation that concluded any Cresco Entity or any director, officer, employee, consultant, representative or agent thereof, violated any anti-bribery or anti-corruption Laws applicable to any Cresco Entity or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption Laws, in each case, with respect to any alleged act or omission arising under or relating to non-compliance with any such Laws, or received any notice, request, or citation from any person alleging non-compliance with any such Laws;
- (xlvii) the operations of the Cresco Entities are in and have been conducted at all times compliance with Applicable Anti-Money Laundering Laws and no action, suit or proceeding by or before any Governmental Authority

involving any Cresco Entity with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of Cresco, pending or threatened;

- (xlviii) all information and statements contained in the Draft Listing Statement (except information and statements relating solely to the Agents and furnished by them in writing specifically for use therein): (A) are true and correct in all material respects at the time of delivery of the Draft Listing Statement; (B) contains no material misrepresentation relating to Cresco, the Offering, the Subscription Receipts and the Business Combination, as required by Securities Laws in Canada and the Draft Listing Statement complies in all material respects with Securities Laws in Canada; and (C) to the knowledge of Cresco, does not omit any material fact or information which is necessary to make the statements or information contained therein not misleading in light of the circumstances under which they were made;
- (xlix) the statistical, industry and market related data included, or incorporated by reference, in the Presentation are derived from sources which Cresco reasonably believes to be accurate, reasonable and reliable and Cresco has no reason to believe that such data is inconsistent with the sources from which it was derived;
- (l) Cresco has not withheld, and will not withhold from the Agents prior to the Closing Time, any material fact within its knowledge relating to Cresco, the Offering or the Business Combination;
- (li) the Resulting Issuer will be a “foreign private issuer”, as such term is defined in Rule 405 of Regulation C under the U.S. Securities Act, upon completion of the Business Combination; and
- (lii) the Resulting Issuer will become a “reporting issuer” under the *Securities Act* (Ontario) concurrently with the Business Combination and the listing on the CSE.

(c) **Representations and Warranties of Randsburg in respect of Randsburg.** Randsburg represents and warrants to the Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with its transactions contemplated by the Agreement:

- (i) Randsburg is a corporation duly incorporated, continued or amalgamated and validly existing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated, as the case may be, and has all requisite corporate power and authority and is duly qualified and holds all necessary material permits, licences and authorizations necessary or required to carry on its business as now conducted and proposed to be conducted to own, lease or operate its properties and assets and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;
- (ii) Randsburg has no direct or indirect subsidiary or any investment or proposed investment in any Person that is or will be material to the Corporation;

- (iii) Randsburg has all requisite corporate power, authority and capacity to enter into this Agreement and the Definitive Agreement and to perform the transactions contemplated herein and therein, including, without limitation, to issue the Subordinate Voting Shares upon completion of the Business Combination;
- (iv) Randsburg has conducted and is conducting its business in material compliance with all applicable laws and regulations of each jurisdiction in which it carries on business, except where the failure to so comply would not have a Material Adverse Effect on Randsburg and Randsburg holds all material requisite licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on its business as currently carried on and all such licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects. Without limiting the generality of the foregoing, Randsburg has not received a written notice of non-compliance, nor does it know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which would have a Material Adverse Effect on Randsburg;
- (v) Randsburg is currently a “reporting issuer” in the provinces of British Columbia and Alberta and is in compliance, in all material respects, with all of its obligations under Securities Laws, and is not included on a list of defaulting reporting issuers maintained by securities regulatory authorities in any Designed Jurisdictions. Since incorporation has not been the subject of any investigation by any stock exchange or any Securities Regulator, is current with all filings required to be made by it under Securities Laws and other laws, is not aware of any material deficiencies in the filing of any documents or reports with any Securities Regulators and there is no material change relating to Randsburg which has occurred and with respect to which the requisite news release or material change report has not been filed with the Securities Regulators;
- (vi) all documents filed by Randsburg under Securities Laws, as of their respective dates, were true and correct in all material respects, and did not contain any misrepresentation;
- (vii) Randsburg does not own any material assets;
- (viii) there are no legal or governmental proceedings or inquiries that are outstanding or, to the best of Randsburg's knowledge, pending to which Randsburg is a party or to which the property thereof is subject that would result in the revocation or modification of any certificate, authority, permit or license necessary to conduct the business now owned or operated by Randsburg and, to the knowledge of Randsburg, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to Randsburg or with respect to the properties or assets thereof;
- (ix) there are no material actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the best of Randsburg's

knowledge, pending or threatened against or affecting Randsburg, or the directors, officers or employees of Randsburg, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the best of Randsburg's knowledge, there is no basis therefor and Randsburg is not subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority;

- (x) Randsburg is not in violation of its constating documents or in default in any material respect in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease, licence or other agreement or instrument to which it is a party or by which it or its property or assets may be bound;
- (xi) to the knowledge of Randsburg, no counterparty to any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which Randsburg is a party is in default in the performance or observance thereof, except where such violation or default in performance would not have a Material Adverse Effect on Randsburg;
- (xii) at the date of completion of the Business Combination, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by Randsburg under Securities Laws necessary for the creation, issuance of the Subordinate Voting Shares upon completion of the Business Combination and in respect of the redemption of Common Units and the Cresco Corp. Redeemable Shares, and the consummation of the transactions contemplated by the Definitive Agreement, will have been made or obtained, as applicable;
- (xiii) the Subordinate Voting Shares issuable in connection with the Business Combination will not be subject to a restricted period or to a statutory hold period under the Securities Laws except such as is prescribed under the U.S. Securities Act in respect of Purchasers who are U.S. Persons;
- (xiv) each of the execution and delivery of this Agreement and the Definitive Agreement, and the performance by Randsburg of its obligations hereunder or thereunder, the issue and sale of the Subordinate Voting Shares thereunder and the consummation of the transactions contemplated in this Agreement and the Definitive Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both): (A) any statute, rule or regulation applicable to Randsburg including, without limitation, the Securities Laws; (B) assuming the filing of articles of amendment, the constating documents, by-laws or resolutions of Randsburg which are in effect at the date hereof; (C) any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which Randsburg is a party or by which Randsburg is bound; or (D) any judgment, decree or order binding Randsburg or the property or assets of Randsburg;

- (xv) all necessary corporate action has been taken or will be to authorize the issuance of, and the delivery of the Subordinate Voting Shares, Resulting Issuer Broker Warrants and Resulting Issuer Broker Warrant Shares, in certificated or uncertificated form, and:
 - (A) upon the exchange of the Subscription Receipt Shares, the Subordinate Voting Shares will be validly issued as fully paid and non-assessable Subordinate Voting Shares of the Resulting Issuer;
 - (B) upon the exchange of the Broker Warrants, the Resulting Issuer Broker Warrants will be validly issued; and
 - (C) upon the due exercise of the Resulting Issuer Broker Warrants, including receipt of the exercise price thereunder, the Resulting Issuer Broker Warrant Shares will be validly issued as fully paid and non-assessable Subordinate Voting Shares of the Resulting Issuer and shall have the attributes corresponding in all material respects to the description thereof set forth in the Subscription Agreement;
- (xvi) the form (if certificated) and terms of the Subordinate Voting Shares, the Resulting Issuer Broker Warrants and the Resulting Issuer Broker Warrant Shares, have been approved and adopted, as applicable, by the directors of Randsburg and do not conflict with any applicable laws;
- (xvii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Randsburg has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Randsburg, are pending, contemplated or threatened by any regulatory authority;
- (xviii) the Randsburg Financial Statements have been prepared in accordance with IFRS, contain no misrepresentations and present fairly, in all material respects, the financial condition of Randsburg as at the date thereof and the results of the operations and cash flows of Randsburg for the period then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of Randsburg that are required to be disclosed in such financial statements and there has been no material change in the financial condition, results of operations or accounting policies or practices of Randsburg since January 31, 2018;
- (xix) there are no material liabilities of Randsburg whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Randsburg Financial Statements which are not disclosed or reflected in the Randsburg Financial Statements;
- (xx) all Taxes due and payable by Randsburg have been paid. All tax returns, declarations, remittances and filings required to be filed by Randsburg have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. No examination of any tax return of Randsburg is currently

in progress to the knowledge of Randsburg and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by Randsburg in any case;

- (xxi) Randsburg maintains a system of internal accounting controls sufficient to provide reasonable assurances that, (A) transactions are executed in accordance with management's general or specific authorization, and (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets;
- (xxii) other than disclosed in the Disclosure Documents, Randsburg is not a party to any material agreements and other material documents and instruments;
- (xxiii) Randsburg is not party to any agreement, nor is Randsburg aware of any agreement, which in any manner affects the voting control of any of the securities of Randsburg;
- (xxiv) Randsburg is not a party to, bound by or, to the knowledge of Randsburg, affected by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of Randsburg to compete in any line of business, transfer or move any of its respective assets or operations or which adversely materially affects the business practices, operations or condition of Randsburg currently or after giving effect to the Business Combination;
- (xxv) Randsburg has never been in material violation of, in connection with the ownership, use, maintenance or operation of the property and assets thereof, any applicable federal, provincial, state, municipal or local laws, by-laws, regulations, orders, policies, permits, licenses, certificates or approvals having the force of law, domestic or foreign, relating to environmental, health or safety matters;
- (xxvi) the authorized capital of Randsburg consists of an unlimited number of common shares, of which, as at the date hereof (prior to the completion of the Offering), 210,327,446 common shares are issued and outstanding as fully paid and non-assessable shares in the capital of Randsburg. Other than as disclosed in the Randsburg Circular or the Randsburg Financial Statements, there are no outstanding rights, warrants, options, convertible debt or any other securities or rights capable of being converted into, or exchanged or exercised for, any securities of Randsburg;
- (xxvii) except as disclosed in the Disclosure Documents, there are no material liabilities of Randsburg, whether direct, indirect, absolute, contingent or otherwise, and Randsburg has not made any loans to or guaranteed the obligations of any Person;
- (xxviii) none of Randsburg or, any employee or agent thereof, has made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any official in

any jurisdiction, or other Person charged with similar public or quasi-public duties, other than payments required or permitted by applicable laws;

- (xxix) there are no securityholders' agreements to which Randsburg is a party, and to the knowledge of Randsburg there are no pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the securities of Randsburg to which Randsburg is a party; and
- (xxx) there is no Person acting or purporting to act at the request or on behalf of Randsburg that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement or the Definitive Agreement.

(d) **Representations, Warranties and Covenants of the Agents.** Each of the Agents hereby severally and not jointly or jointly and severally represents, warrants and covenants to the Corporation, and acknowledges that the Corporation is relying upon such representations and warranties in connection with the completion of the Offering, that:

- (i) each Agent is duly incorporated and is in good standing in its jurisdiction of incorporation, has all requisite corporate power and authority to enter into and carry out its obligations under this Agreement, and, if applicable, the Subscription Receipt Agreement, and is duly licensed and registered in accordance with applicable Securities Laws;
- (ii) in respect of the offer and sale of the Offered Securities, the Agents have complied and will comply with all Securities Laws and all applicable laws of the jurisdictions outside Canada in which it offers the Offered Securities;
- (iii) the Agents, and each person appointed by them as their agent to assist in the Offering, is registered under the applicable securities laws of the Designated Jurisdictions so as to permit it to lawfully fulfil its obligations hereunder;
- (iv) the Agents and their respective representatives have not engaged in or authorized, and will not engage in or authorize Directed Selling Efforts with respect to the offer and sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons, and have not engaged in or authorized, and will not engage in or authorize, any form of General Solicitation or General Advertising in connection with or in respect of the Offered Securities; and
- (v) the Agents will use their commercially reasonable best efforts to obtain a duly completed and executed Subscription Agreement and all applicable undertakings and other forms required under Securities Laws from each Purchaser.

6. **Closing Deliveries.** The purchase and sale of the Offered Securities shall be completed at the Closing Time at the offices of Bennett Jones LLP in Toronto, Ontario or at such other place as the Joint Bookrunners and the Corporation may agree upon in writing. At the Closing Time, the Corporation shall, subject to the provisions of Section 7, issue the Offered Securities by way of book-entry securities in accordance with the "non-certificated inventory" rules and procedures of CDS, and shall direct CDS to credit the Subscription Receipts to the accounts of participants of CDS as designated by the Joint

Bookrunners, against payment to the Subscription Receipt Agent of the aggregate Issue Price therefor (less the amounts payable to the Agents provided in Section 10 which by the Joint Bookrunners will deduct from the proceeds to be paid to the Subscription Receipt Agent), in lawful money of Canada by electronic money transfer; provided that, at the request of either Joint Bookrunner, the Corporation shall cause the Subscription Receipt Agent to deliver physical certificates to such Purchasers as either Joint Bookrunner may direct; provided further that at the request of either Joint Bookrunner, the Offered Securities issuable to U.S. Accredited Investors shall be issued in a certificated form. The Escrowed Funds shall be released upon the satisfaction of the Escrow Release Conditions in accordance with the Subscription Receipt Agreement. The Corporation shall cause all physical certificates being delivered at the Closing Time to be delivered to Canaccord in Toronto. The Agents and the Corporation may discharge their payment obligations under this section by delivery of certified cheques or bank drafts from the Agents to the Subscription Receipt Agent, or by electronic money transfer equal to the aggregate Issue Price for the Subscription Receipts issued under the Offering.

7. **Closing Conditions.** Each Purchaser's obligation to purchase the Offered Securities shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) the Agents shall have received a certificate, dated as of the Closing Date signed by the Chief Executive Officer and the Chief Financial Officer of each of the Corporation, Cresco, Cresco Corp. and Randsburg or such other officers as the Joint Bookrunners may agree, certifying for and on behalf of the Corporation, Cresco, Cresco Corp. and Randsburg, as the case may be (without personal liability), to the best of their knowledge, information and belief, after due inquiry, that:

- (i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation Cresco, Cresco Corp. and Randsburg, as the case may be or prohibiting the issue and sale of the Subscription Receipts or any of the Corporation's Cresco's, Cresco Corp.'s and Randsburg's issued securities, as the case may be, has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any regulatory authority;
- (ii) since December 31, 2017, (A) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, prospects, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation, Cresco, Cresco Corp. and Randsburg, as the case may be, and (B) other than in the Presentation and except for the Offering and Concurrent Financing and except as disclosed in the Draft Listing Statement, no material transactions have been entered into by the Corporation, Cresco, Cresco Corp. and Randsburg, as the case may be, other than in the ordinary course of business;
- (iii) the Corporation, Cresco, Cresco Corp. and Randsburg have complied in all material respects (except where already qualified by a materiality qualification, in which case the Corporation, Cresco, Cresco Corp. and Randsburg, as the case may be, have complied in all respects) with all the covenants and satisfied in all material respects (except where already qualified by a materiality qualification, in which case the Corporation, Cresco, Cresco Corp. and Randsburg, as the case may be, have satisfied in all respects) all covenants, the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time; and

(iv) the representations and warranties of the Corporation, Cresco, Cresco Corp. and Randsburg, as the case may be, contained in this Agreement and any certificate of the Corporation, Cresco, Cresco Corp. and Randsburg, as the case may be, delivered hereunder are true and correct in all material respects (or, in the case of any representation or warranty containing a materiality qualification, in all respects) as at the Closing Time, with the same force and effect as if made on and as at the Closing Time.

(b) the Agents shall have received a certificate dated the Closing Date, signed by an appropriate officer or officers of the Corporation, Cresco, Cresco Corp. and Randsburg (in each case, without personal liability) addressed to the Agents, with respect to the articles by-laws and other constating documents of the Corporation, Cresco, Cresco Corp. and Randsburg, as the case may be, all resolutions of the Corporation's, Cresco's, Cresco Corp.'s and Randsburg's board of directors, as the case may be, relating to the Offering Documents, the Offered Securities, the Subscription Receipt Shares, and otherwise pertaining to the purchase and sale of the Offered Securities and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers;

(c) the Agents shall have received a certificate of compliance (or equivalent) with respect to the jurisdiction in which the Corporation, Randsburg and each Material Subsidiary is in existence, as the case may be;

(d) the Agents shall have received satisfactory evidence that all requisite approvals have been obtained by the Corporation in order to complete the Offering and the Concurrent Financing;

(e) the Subscription Agreements and the Subscription Receipt Agreement shall have been executed and delivered by the Corporation in form and substance satisfactory to the Agents, acting reasonably;

(f) the Agents shall have received a certificate from Randsburg's transfer agent as to the number of common shares of Randsburg issued and outstanding as at a date not more than two Business Days prior to the Closing Date;

(g) the Agents shall have received legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents, acting reasonably, dated as of the applicable Closing Date, from Bennett Jones LLP, counsel to the Corporation, and where appropriate, counsel in the other Designated Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Corporation, as appropriate, with respect to the following matters:

(i) as to the incorporation and valid existence of the Corporation under the BCBCA;

(ii) as to the authorized and issued capital of the Corporation;

(iii) the corporate power, capacity and authority of the Corporation to carry on its business as presently carried on and to own, lease and operate its properties and assets and, solely in respect of the Corporation, to carry out its obligations under the Offering Documents, the Offered Securities and to issue the Offered Securities;

(iv) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Offering Documents, the performance by

the Corporation of its obligations hereunder and thereunder and the issuance of the Offered Securities;

- (v) each of the Offering Documents has been duly authorized and executed and delivered by the Corporation and constitutes a valid and legally binding agreement of the Corporation enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;
- (vi) the execution and delivery of the Offering Documents, the performance by the Corporation of its obligations hereunder and thereunder and the issuance and sale of the Subscription Receipts, the issue of the Subscription Receipt Shares upon the conversion of the Subscription Receipts, the issue of the Broker Warrants and the issue of the Broker Warrant Shares upon the exercise of the Broker Warrants, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) the BCBCA; and (B) the constating documents;
- (vii) the Subscription Receipts and the Broker Warrants have been validly created, executed (if issued in certificated form) and issued by the Corporation;
- (viii) the form and terms of the certificates representing the Broker Warrants have been duly approved and adopted by the board of directors of the Corporation;
- (ix) the Subscription Receipt Shares have been authorized and reserved for issuance to the Purchasers and, upon their issuance in accordance with the terms of the Subscription Receipt Agreement, will have been validly issued as fully paid and non-assessable shares in the capital of the Corporation;
- (x) the Broker Warrant Shares have been duly authorized, allotted and reserved for issue to the holders of the Broker Warrants upon the exercise of the Broker Warrants in accordance with the provisions of the certificates representing the Broker Warrants and will, upon the exercise of the Broker Warrants in accordance with the terms thereof and payment of the exercise price thereof, be validly issued as fully paid and non-assessable common shares in the capital of the Corporation;
- (xi) the issuance and sale by the Corporation of the Subscription Receipts to the Purchasers resident in the Designated Jurisdictions in accordance with the terms of the Subscription Agreements and this Agreement and the issuance of the Broker Warrant Shares upon the due exercise of the Broker Warrants, is exempt from the prospectus requirements of applicable Securities Laws and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to

be obtained by the Corporation under applicable Securities Laws to permit such issuance and sale, subject only to the filing of the requisite forms under applicable Securities Laws;

- (xii) the issuance by the Corporation of the Broker Warrants to their holders resident in the Designated Jurisdictions in accordance with this Agreement is exempt from the prospectus requirements of applicable Securities Laws and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Corporation under applicable Securities Laws to permit such issuance;
- (xiii) the issuance of the Subscription Receipt Shares is or will be exempt from the prospectus requirements of applicable Securities Laws of the Designated Jurisdictions and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Corporation under applicable Securities Laws of the Designated Jurisdictions to permit such issuance and sale; and
- (xiv) the Subscription Receipt Agent, at its principal office in the City of Calgary, Alberta, has been duly appointed as the subscription receipt agent in respect of the Subscription Receipts;
- (xv) the issuance by the Resulting Issuer of the Subordinate Voting Shares in exchange for the Subscription Receipt Shares and of Resulting Issuer Broker Warrants in exchange for the Broker Warrants pursuant to the Business Combination will be exempt from the prospectus requirements of applicable Securities Laws and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by Randsburg under applicable Securities Laws to permit such issuance and sale; and
- (xvi) the first trade in the Subordinate Voting Shares issued to holders of Subscription Receipt Shares and the first trade of Resulting Issuer Broker Warrants and/or Resulting Issuer Broker Warrant Shares by the Agents, will be exempt from the prospectus requirements of applicable Securities Laws and no prospectus, offering memorandum or other document is required to be filed, no proceeding is required to be taken and no approval, permit, consent or authorization of regulatory authorities is required to be obtained by the Resulting Issuer under applicable Securities Laws to permit such trade through registrants registered under applicable Securities Laws who have complied with such laws and the terms and conditions of their registration, provided that at the time of such trade;
 - (A) the Resulting Issuer is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade;
 - (B) the trade is not a “control distribution” (as defined in NI 45 102);
 - (C) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of the trade;

- (D) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and
- (E) if the selling security holder is an insider or officer of the Resulting Issuer, the selling securityholder has no reasonable grounds to believe that the Resulting Issuer is in default of “securities legislation” (as defined in National Instrument 14 101 – *Definitions and Interpretation*);

(h) the Agents shall have received legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents, acting reasonably, dated as of the applicable Closing Date, from Garfinkle Biderman LLP, counsel to Randsburg, and where appropriate, counsel in the other Designated Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of Randsburg, as appropriate, with respect to the following matters:

- (i) as to the incorporation and valid existence of Randsburg under the BCBCA;
- (ii) as to the authorized and issued capital of Randsburg;
- (iii) that Randsburg is a reporting issuer under applicable Securities Laws in each of the provinces of British Columbia and Alberta and is not on the list of defaulting issuers maintained under such legislation;
- (iv) the corporate power, capacity and authority of Randsburg to carry on its business as presently carried on and to own, lease and operate its properties and assets and, solely in respect of Randsburg, to carry out its obligations under this Agreement and the Definitive Agreement and to create the Subordinate Voting Shares and Resulting Issuer Broker Warrants (including the underlying Resulting Issuer Broker Warrant Shares) in connection with the Business Combination;
- (v) all necessary corporate action has been taken by Randsburg to authorize the execution and delivery of this Agreement and the Definitive Agreement, the performance by Randsburg of its obligations hereunder and thereunder and, to shareholder approval as contemplated in the Randsburg Circular, to issue Subordinate Voting Shares in connection with the Business Combination;
- (vi) each of this Agreement and the Definitive Agreement, has been duly authorized and executed and delivered by Randsburg and constitutes a valid and legally binding agreement of Randsburg enforceable against it in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;
- (vii) the execution and delivery of this Agreement and the Definitive Agreement, the performance by Randsburg of its obligations hereunder and thereunder and the issuance and sale of the Subordinate Voting Shares (assuming they have been created in accordance with applicable law) in connection with the Business Combination does not and will not conflict with or result in a

breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) any statute, rule or regulation applicable to Randsburg; and (B) the constating documents;

- (viii) the Subordinate Voting Shares have been authorized, allotted and reserved for issue to the holders of Subscription Receipt Shares upon the exchange of the Subscription Receipt Shares in connection with the Business Combination, and upon the exchange of the Subscription Receipt Shares in connection with the Business Combination, the Subordinate Voting Shares will be validly issued as fully-paid and non-assessable Subordinate Voting Shares of the Resulting Issuer;
- (ix) the Resulting Issuer Broker Warrants have been authorized for issue to the holders of Broker Warrants upon the exchange of the Broker Warrants in connection with the Business Combination, and upon the exchange of the Broker Warrants in connection with the Business Combination, will constitute legal, valid and binding obligations of the Resulting Issuer enforceable in accordance with their terms subject to the usual qualifications; and
- (x) the Resulting Issuer Broker Warrant Shares have been authorized, allotted and reserved for issue to the holders of the Resulting Issuer Broker Warrants upon the exercise of the Resulting Issuer Broker Warrants in accordance with the provisions thereof and upon the exercise of the Resulting Issuer Broker Warrants in accordance with the terms thereof, the Resulting Issuer Broker Warrant Shares will be validly issued as fully-paid and non-assessable Subordinate Voting Shares of the Resulting Issuer.

(i) the Agents shall have received Ohio, Pennsylvania, Illinois, and Arizona state regulatory legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents, acting reasonably, dated as of the applicable Closing Date, from Fox Rothschild LLP, U.S. counsel to Cresco, and where appropriate, counsel in the other Designated Jurisdictions where Cresco Entities have material operations, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of Cresco Entities, as appropriate;

(j) if any Offered Securities are being sold to persons in the United States or to, or for the account or benefit of, U.S. Persons pursuant to Schedule B to this Agreement, the Agents shall have received an opinion from Jenner & Block, U.S. legal counsel to the Corporation, in form and substance reasonably satisfactory to the Agents, to the effect that (i) registration under the U.S. Securities Act is not required in connection with the offer and sale of the Offered Securities, (ii) provided no compensation is paid to solicit such exchange, registration under the U.S. Securities Act is not required for the Common Shares issued upon conversion of the Offered Securities, and (iii) registration of the Subordinate Voting Shares issued upon the exchange of the Common Shares in connection with the Business Combination is not required under the U.S. Securities Act, provided that such offers and sales are made in compliance with Schedule B to this Agreement and provided further that it being understood that no opinion is expressed as to any subsequent resale of any Offered Securities, Common Shares or Subordinate Voting Shares;

(k) the Agents shall have received legal opinions addressed to the Agents, in form and substance satisfactory to the Agents, acting reasonably, dated as of the Closing Date, from counsel to

Cresco and Cresco Corp. with respect to the following matters: (i) the incorporation and subsistence of Cresco and Cresco Corp.; (ii) the corporate power, capacity and authority of Cresco and Cresco Corp. to carry on its business as presently carried on and to own, lease and operate its properties and assets; (iii) the authorized and issued capital of Cresco and Cresco Corp.; and (iv) the registered owners of the issued and outstanding securities of Cresco and Cresco Corp.;

(l) the Agents shall have received an officer's certificate signed by the general counsel of Cresco addressed to the Agents and dated the Closing Date certifying the following: (i) the valid existence of each Material Subsidiary, other than Cresco and Cresco Corp., as set out in Schedule A; (ii) the ownership of all membership interests or shares of each Material Subsidiary, other than Cresco and Cresco Corp.; and (iii) copies of the relevant constating documents of each Material Subsidiary, other than Cresco and Cresco Corp.;

(m) the Agents shall have been satisfied, in their sole discretion, with the results of their due diligence review of each of the Corporation, Randsburg, and the Cresco Entities and their respective businesses, operations and financial conditions and market conditions at the Closing Time;

(n) except as agreed to by the Joint Bookrunners, each of the senior officers and directors of the Corporation shall have delivered to the Agents a signed copy of the Lock-up Undertakings contemplated in Section 3(a)(xv) of this Agreement; and

(o) the Agents shall have received officer's certificates signed by an appropriate officer of each of Cresco and Cresco Corp. certifying the number of units, shares or other ownership interests (including convertible securities and other rights to acquire units, shares or other ownership interests) to be issued and outstanding of Cresco and Cresco Corp. upon completion of the Business Combination.

8. **Rights of Termination.** The Joint Bookrunners (on behalf of the Agents) shall be entitled to terminate their obligations hereunder by written notice to that effect given to the Corporation at or prior to the Closing Time if:

(a) *Material change out* – there shall have occurred any material change or change in a material fact or a material adverse change or effect on the business or affairs of the Corporation, Randsburg or any Cresco Entity, or the Agents shall discover any previously undisclosed material fact which in the reasonable opinion of the Agents (or any one of them) would be expected to have a material adverse effect on the market price or value of the securities of the Corporation, Randsburg or the Cresco Entities (including the Subscription Receipts and the Subordinate Voting Shares to be issued pursuant to the terms of this Agreement and the Definitive Agreement);

(b) *Litigation or regulatory out* – any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened in relation to the Corporation, Randsburg or any Cresco Entity or any one of the officers or directors or principal shareholders of the Corporation, Randsburg or Cresco Entity or their respective subsidiaries where wrong-doing is alleged or any order is issued under or pursuant to any statute of Canada or any province thereof or any statute of the United States or any state thereof or any other governmental department, commission, board, bureau, agency or instrumentality;

(c) *Disaster out* – there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence or catastrophe, war or act of terrorism of national or international consequence or any new or change in any law or regulation which, in the opinion of the Agents (or any one of them), acting reasonably, materially adversely affects or involves, or will materially adversely affect or involve, the financial markets or the business, operations or affairs of the Corporation,

Randsburg or the Cresco Entities and their respective subsidiaries, taken as a whole or the market price or value of the securities of the Corporation, Randsburg or the Cresco Entities (including the Subordinate Voting Shares);

(d) *Cease-trade out* - any order, action, proceeding or cease trading order which operates to prevent or restrict the trading of the Subscription Receipts or Subordinate Voting Shares or any other securities of the Corporation, Randsburg or any of Cresco Entity is made or threatened by a securities regulatory authority;

(e) *Market out* – the state of the Canadian, U.S. or international financial markets is such that, in the reasonable opinion of the Joint Bookrunners (or any one of them), the Subscription Receipts cannot be profitably marketed;

(f) *Due diligence out* – either Joint Bookrunner is not satisfied, in its sole discretion, acting reasonably, with the completion of its due diligence investigations of the Corporation, Randsburg or the Cresco Entities or the Resulting Issuer; or

(g) *Material Breach* – the Corporation, Randsburg, Cresco or Cresco Corp. is in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation, Randsburg, Cresco or Cresco Corp. in this Agreement becomes or is false in any material respect.

Each of the Corporation, Cresco, Cresco Corp. or Randsburg agrees that the conditions contained in Section 8 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation, Cresco, Cresco Corp. or Randsburg, and each of the Corporation, Cresco, Cresco Corp. or Randsburg will use its commercially reasonable efforts to cause all such conditions to be complied with. Any material breach or failure to comply with any of the conditions set out in Section 8 shall entitle the Agents (or any one of them) to terminate their obligation under this Agreement by written notice to that effect given to the Corporation at or prior to the Closing Time. It is understood that the Agents may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Agents in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing and signed by the Joint Bookrunners.

9. **Exercise of Termination Right.** The rights of termination contained in Section 8 may be exercised by either Joint Bookrunner, or, where specified, any Agent acting alone and are in addition to any other rights or remedies the Agents or any of them may have in respect of any of the matters contemplated by this Agreement or otherwise. Any such termination shall not discharge or otherwise affect any obligation or liability of the Corporation provided herein or prejudice any other rights or remedies any party may have as a result of any breach, default or non-compliance by any other party. If the obligations of an Agent are terminated under this Agreement pursuant to the termination rights provided for in Section 8, the Corporation's liabilities to that Agent shall be limited to the Corporation's obligations under the indemnity, contribution and expense provisions of this Agreement.

10. **Agents' Fees.**

(a) As consideration for the Agents' services in connection with the issue and sale of the Subscription Receipts under the terms of this Agreement, the Corporation agrees to pay to the Agents: (i) a cash commission equal to 6.0% of the gross proceeds from the sale of the Offered Securities; (ii) a financial advisory fee for the Concurrent Financing equal to 1.0% of the gross proceeds from the sale of Subscription Receipts, up to a maximum of US\$7,500,000; and (iii) a financial advisory fee for the

Concurrent Financing equal to 6.0% of the gross proceeds from the sale of the Subscription Receipts, above US\$7,500,000 (collectively, the “**Agents' Fees**”).

(b) The Agents will receive such number of broker warrants (“**Broker Warrants**”), evidenced by a certificate, as is equal to (i) 3.0% of the aggregate gross proceeds from the sale of the Offered Securities and (ii) 3.0% of the aggregate gross proceeds from the sale of the Subscription Receipts under the Concurrent Financing, above US\$7,500,000. For greater certainty, no Broker Warrants shall be issued with respect to the Concurrent Financing up to US\$7,500,000. The Broker Warrants shall be granted by the Corporation as to 100% of the Broker Warrants on the Closing Date. Upon and conditional on the satisfaction of the Escrow Release Conditions, each Broker Warrant will be exercisable to acquire one Common Share (an “**Broker Warrant Share**”) at the Issue Price, and, following completion of the Business Combination, assuming such Broker Warrant was not previously exercised for an Broker Warrant Share, each one (1) Broker Warrant will automatically be exchanged for one (1) broker Warrant of the Resulting Issuer (a “**Resulting Issuer Broker Warrant**”) which shall be exercisable to purchase one Subordinate Voting Share (a “**Resulting Issuer Broker Warrant Share**”) at the Issue Price, subject to adjustment as provided in the Broker Warrant certificate, for a period of 24 months commencing upon satisfaction of the Escrow Release Conditions. If the Escrow Release Conditions are not satisfied at or prior to the Escrow Release Deadline (as the same may be extended pursuant to the Subscription Receipt Agreement), the Broker Warrant shall expire and be of no further effect.

(c) A total of 50% of the Agents’ Fees shall be paid by bank draft, wire transfer or certified cheque to the Joint Bookrunners on the Closing Date and the balance of the Agents’ Fees shall be paid by bank draft, wire transfer or certified cheque to the Joint Bookrunners on the date of the Escrow Release Certificate. If the Escrow Release Certificate is not delivered prior to the Escrow Deadline and the Escrowed Proceeds are refunded to Purchasers, the unpaid balance of the Agents’ Fees (and which form part of the Escrowed Proceeds) will not be earned and will not be payable by the Corporation.

(d) If the Corporation, Randsburg or the Cresco Entity agrees to pay a commission or fee to anyone other than pursuant to this Agreement (including without limitation any other financial advisor), such commission or fee shall be for the Corporation’s account and shall not reduce the amount payable to the Agents under this Agreement.

11. **Expenses.** Whether or not the Offering shall be completed, the Corporation shall pay all reasonable expenses of the Offering, including but not limited to, fees and disbursements of accountants and auditors, technical consultants, translators and other applicable experts; all costs and expenses related to roadshows and marketing activities, printing, filing, issue, sale, and distribution, stock exchange approval and other regulatory compliance; other out-of-pocket expenses of the Agents (including, but not limited to, travel expenses, expenses incurred in connection with due diligence and marketing activities, and fees and disbursements of the Agents’ Canadian and U.S. legal counsel) to a maximum of \$250,000 for Canadian legal counsel and US\$100,000 for U.S. legal counsel, plus applicable disbursements and taxes in each case) and all taxes payable in respect of any of the foregoing; including any expenses incurred prior to the date of this Agreement and all sales tax payable in respect of any of the foregoing. All such fees, disbursements and expenses shall be payable by the Corporation promptly upon receiving an invoice therefore from the Joint Bookrunners, or at the option of the Joint Bookrunners, may be deducted from the gross proceeds of the Offering otherwise payable by the Joint Bookrunners to the Corporation on the Closing Date.

12. **Survival.** All terms, warranties, representations, covenants and agreements herein contained or contained in any documents delivered pursuant to this Agreement shall survive the issue and sale of the Offered Securities and continue in full force and effect for the benefit of the Agents, the Purchasers, the Corporation, Cresco, Cresco Corp. and/or Randsburg regardless of the Closing of the Offering and of any

investigations carried out by the Agents or on their behalf and shall not be limited or prejudiced by any investigation made by or on behalf of the Agents in connection with the issue and sale of the Offered Securities or otherwise for a period ending on the date that is twenty four (24) months following the Closing Date; provided that the provisions contained in this Agreement in any way related to indemnification or the contribution obligations, including without limitation those contained in Section 13, shall survive and continue in full force and effect, indefinitely. In this regard, the Agents shall act as trustees for the Purchasers and accept these trusts and shall hold and enforce such rights on behalf of the Purchasers.

13. **Indemnification.**

(a) Each of the Corporation, Cresco and Cresco Corp. (collectively, the “**Indemnification Parties**”), jointly and severally, hereby agree to defend, indemnify and hold the Agents and each of their respective subsidiaries and affiliates, directors, officers, employees, partners and agents (together with the Agents, the “**Indemnified Parties**” and each, an “**Indemnified Party**”) harmless to the fullest extent permitted by Law from and against all losses, claims, actions, damages, expenses or liabilities of any nature, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims and fees and expenses of counsel and other reasonable out-of-pocket expenses incurred in investigating and defending any pending or threatened action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity) (collectively, the “**Claims**”), to which the Indemnified Parties may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such Claims arise out of or are based, directly or indirectly, upon the performance of professional services rendered to any Indemnification Party by the Indemnified Parties hereunder, whether before or after the date hereof, or otherwise in connection with the matters referred to in this Agreement, including, but not limited to: (i) any breach of any representation, warranty or covenant made by any Indemnification Party herein; (ii) any information or statement (except any information or statement relating solely to the Indemnified Party and provided to the Corporation, Cresco or Cresco Corp. by the Agents in writing) contained in the Presentation or any certificate of any Indemnification Party delivered under this Agreement or pursuant to this Agreement which at the time and in the light of the circumstances under which it was made contains a misrepresentation; (iii) any order made or enquiry, investigation or proceedings commenced or threatened by any securities regulator or other competent authority based upon any untrue statement or omission or alleged untrue statement or alleged omission or any misrepresentation or alleged misrepresentation (except a statement or omission or alleged statement or omission relating solely to the Indemnified Party and provided the Corporation, Cresco or Cresco Corp. by the Agents in writing); (iv) any order made or enquiry, investigation or proceedings commenced or threatened by any securities regulator or other competent authority based upon any failure to comply with applicable securities laws, regulations or rules (other than any failure or alleged failure to comply by the Indemnified Party), preventing or restricting the trading in or the sale or distribution of the Subscription Receipts or the Underlying Shares; or (v) the non-compliance by the Corporation, Cresco, Cresco Corp. or Randsburg with Securities Laws; provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that: (A) an Indemnified Party has been negligent or dishonest or has committed any fraudulent act or wilful misconduct in the course of such performance; and (B) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the negligence, dishonesty, fraud or wilful misconduct referred to in (A) above.

(b) The Indemnification Parties agrees that in case any legal proceeding shall be brought against any Indemnification Party and/or the Indemnified Party by any Governmental Authority, Securities Commission or stock exchange or other entity having regulatory authority, either domestic or foreign, or shall any Governmental Authority, Securities Commission or stock exchange or other entity

having regulatory authority investigate any Indemnification Party and/or the Indemnified Party shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to any Indemnification Party by the Indemnified Party, the Indemnified Party shall have the right to employ its own counsel in connection therewith provided the Indemnified Party acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Party for time spent by the Indemnified Party in connection therewith unless such proceeding has been caused solely by or is the result of the negligence, fraud or misconduct of the Indemnified Party) and out-of-pocket expenses incurred by the Indemnified Party in connection therewith shall be paid by the Indemnification Parties as they occur.

(c) Promptly after receiving notice of a Claim against any Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from an Indemnification Party, the applicable Indemnified Party will notify the Indemnification Party(ies), as applicable, in writing of the particulars thereof; provided that the omission to so notify such the Indemnification Party(ies) shall not relieve any Indemnification Party of any liability which it may have to any Indemnified Party except and only to the extent that any such delay in or failure to give notice as herein required materially prejudices the defence of such Claim or results in any material increase in the liability which such Indemnification Party has under this indemnity. Upon receipt of such notice, the Indemnification Party shall promptly retain counsel (who shall be reasonably acceptable to the Indemnified Party) to represent the Indemnification Party and Indemnified Party in such matter, and the Indemnification Party shall pay the reasonable fees and disbursements of such counsel relating to such matter.

(d) In any such matter, the Indemnified Party shall have the right to retain other counsel to act on his, her or its behalf, and the Indemnification Parties shall pay the reasonable fees and disbursements of such other counsel if: (a) the Indemnified Party is advised in writing by counsel that there is an actual or potential conflict in the respective interests of the Indemnification Party and Indemnified Party or additional defences are available to the Indemnified Party such that representation by the same counsel would be inappropriate; (b) the Indemnification Party has not assumed the defence of the claim, action, suit or proceeding within 10 Business Days after receiving notice thereof; or (c) employment of such other counsel has been authorized in writing by the Indemnification Party; provided, however, that the Indemnification Party shall not, in connection with any one such action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties, except to the extent that local counsel, in addition to its regular counsel, is required in order to effectively defend against such action or proceeding.

(e) Indemnification Parties agree that the Indemnified Parties shall not have any liability to any Indemnification Party or any person asserting claims on behalf of or in right of any Indemnification Party in connection with or as a result of either the Indemnified Parties' engagement hereunder or any matter referred to in this Agreement, including related services and activities prior to the date of this Agreement, except, in respect of an Indemnified Party, to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that any losses, claims, damages, liabilities or expenses incurred by any Indemnification Party that were directly caused by or resulted from the gross negligence, fraudulent act or wilful misconduct of such Indemnified Person in performing the services that are the subject of this Agreement or arose from information provided by the applicable Agent to the Corporation that was included in the Presentation.

(f) No admission of liability, fault, culpability or failure to act and no settlement of any claim, action, suit or proceeding shall be made without the consent of each Indemnified Party affected, such consent not to be unreasonably withheld unless such admission or settlement includes an unconditional and full release of the Indemnified Person from all liability arising out of such claim, action, suit or proceeding. No Indemnification Party shall be liable for any settlement of any claim, action, suit or proceeding made without its consent (such consent not to be unreasonably withheld in connection with any settlement involving only the payment of monetary damages).

(g) With respect to any Indemnified Party who is not a party to this Agreement, the Agents shall obtain and hold the rights and benefits of this Section 13 and Section 14 in trust for and on behalf of such Indemnified Party.

(h) The rights to indemnification provided in this Section 13 shall be in addition to and not in derogation of any other right to contribution which the Agents may have by statute or otherwise at law.

14. **Contribution.**

(a) In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in Section 13 would otherwise be available in accordance with its terms but is, for any reason, held to be unavailable to or unenforceable by the Agents or enforceable otherwise than in accordance with its terms, the Corporation, Cresco, Cresco Corp. and the Agents shall contribute to the aggregate of all claims, expenses, costs and liabilities (including any legal expenses reasonably incurred by the Indemnified Party in connection with any claim which is the subject of this Section 14) and all losses of a nature contemplated in Section 13 in such proportions as are appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Agents on the other hand, but also the relative fault of the Corporation and the Agents, as well as any relevant equitable consideration. The Agents shall not in any event be liable to contribute, in the aggregate, any amounts in excess of such aggregate fees or any portion of such fees actually received by the Agents pursuant to this Agreement. However, no party who has engaged in any fraud, fraudulent misrepresentation, wilful misconduct or gross negligence shall be entitled to claim contribution from any Person who has not engaged in such fraud, fraudulent misrepresentation, wilful misconduct or gross negligence.

(b) The rights to contribution provided in this Section 14 shall be in addition to and not in derogation of any other right to contribution which the Agents may have by statute or otherwise at law.

(c) If the Agents have reason to believe that a claim for contribution may arise, it shall give the Corporation notice of such claim in writing, as soon as reasonably possible, but failure to notify the Corporation shall not relieve the Corporation of any obligation which it may have to the Agents under this Section 14, unless the Corporation is materially prejudiced by such failure to notify.

15. **Agents' Obligations.** Subject to the terms and conditions hereof, the obligation of the Agents under this Agreement shall be several and not joint and several. The percentage of the aggregate number of the Offered Securities in respect of which each Agent shall act as agent under the terms of this Agreement shall be as follows:

Canaccord Genuity Inc.	42.5%
GMP Securities L.P.	42.5%
Cormark Securities Inc.	10%
Beacon Securities Limited	5%

Total

100%

The Agents agree among themselves that the allocation of the Agents' Fees shall be in accordance with the above percentage allocation.

16. **Alternative Transactions.** If the Agents are not in breach of this Agreement and the Corporation elects not to proceed with the Offering and the Corporation, Cresco, Cresco Corp., and their shareholders or any of their affiliates or subsidiaries agrees to or announces or enters into a binding, definitive agreement in respect of an Alternative Transaction (as defined below), at any time during the nine (9) month period immediately following the withdrawal or cessation of the Offering, then the Corporation shall either (i) offer to engage the Joint Bookrunners as co-lead managers, underwriters, private placement agents and/or financial advisors (as the case may be, depending upon the nature of the transaction) at market rates customary for investment banks advising on transactions of such nature, or, (ii) subject to the completion of such Alternative Transaction, pay to the Joint Bookrunners, on behalf of the Agents, a compensation fee equal to 100% of the Agents' Fee that would have been otherwise payable upon the successful completion of the Offering (assuming the completion of an offering of US\$75,000,000 of Offered Securities pursuant to this Agreement (excluding the Agents' Option)), in addition to all Agent's expenses, which fee will constitute the liquidated damages of the Agents resulting from the failure to complete the Offering contemplated herein and not a penalty.

An "**Alternative Transaction**" means one or a series of transactions (other than a transaction in connection with the Offering pursuant to this Agreement) involving: (a) an equity or debt financing, (b) an acquisition or disposition of any assets out of the ordinary course of business, or (c) any other material corporate transaction, such as an amalgamation, recapitalization, merger, take-over bid, joint venture, plan of arrangement or reorganization. Notwithstanding anything else in this Agreement to the contrary, this Section 16 shall survive the Closing in accordance with its terms.

17. **Press Releases.** The Corporation, Cresco and Randsburg agree that they shall obtain prior approval of the Joint Bookrunners as to the content and form of any press releases relating to the Offering, such approval not to be unreasonably withheld or delayed. In addition, if required by the relevant U.S. Securities Laws, any press release announcing or otherwise referring to the Offering shall include a prominent notation on the top of the first page to the following effect:

"NOT FOR DISTRIBUTION TO UNITED STATES NEWSWIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES."

"This news release does not constitute an offer to sell or a solicitation of an offer to buy any of the securities in the United States or to, or for the account or benefit of, persons in the United States or "U.S. persons" (as such terms are defined in Regulation S under the U.S. Securities Act) nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. absent registration or an exemption from such registration requirements. The securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, persons in the United States or U.S. persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available."

The Corporation, Cresco and Randsburg shall, at the Agents' request, issue a press release announcing the Offering, include a reference to the Agents and their role in any such release or communication, and (ii) ensure that any press release concerning the Offering complies with applicable law, including U.S. Securities Law restrictions in respect of General Solicitation, General Advertising and Directed Selling Efforts. If the Offering is successfully completed, the Corporation Cresco and Randsburg acknowledge and agree that the Agents will be permitted to publish, at their own expense, public announcements or other communications relating to their services in connection with the Offering as they consider appropriate.

18. **Notices.** Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "notice") shall be in writing addressed as follows:

(a) If to the Corporation, Cresco Corp. or Cresco, to:

c/o Cresco Labs, LLC
520 West Erie Street, Suite 220
Chicago, Illinois 60654

Attention: Charlie Bachtell
Email: charlesb@crescolabs.com

with a copy (which shall not constitute notice) to:

Bennett Jones LLP
3400 One First Canadian Place
Toronto, ON M5X 1A4

Attention: Aaron Sonshine
Email: sonshinea@bennettjones.com

(b) If to Randsburg, to

Randsburg International Gold Corp.
120 Adelaide Street West, Suite 2105
Toronto, ON M5H 1T1

Attention: Michael Lerner
Email: mlerner10@gmail.com

with a copy (which shall not constitute notice) to:

Garfinkle Biderman LLP
Dynamic Funds Tower
1 Adelaide Street East, Suite 801
Toronto, ON M5C 2V9

Attention: Shimmy Posen
Email: sposen@garfinkle.com

(c) If to the Agents, to the Joint Bookrunners as follows:

Canaccord Genuity Corp.
161 Bay Street, Suite 3000
Toronto, ON M5J 2S1

Attention: Steve Winokur
Email: SWinokur@canaccordgenuity.com

GMP Securities L.P.
145 King Street West, Suite 300
Toronto, ON M5H 1J8

Attention: Steve Ottaway
Email: steveo@gmpsecurities.com

with a copy (which shall not constitute notice) to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay St.
Toronto, ON M5H 1B9

Attention: Martin Langlois
Email: MLanglois@stikeman.com

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by facsimile transmission to the addressee and (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by facsimile transmission shall be deemed to be given and received on the first Business Day following the day on which it is confirmed to have been sent.

19. **Time of the Essence.** Time shall, in all respects, be of the essence hereof.

20. **Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada, unless indicated otherwise.

21. **Headings.** The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

22. **Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

23. **Entire Agreement.** This Agreement constitutes the only agreement among the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Engagement Letter, provided that the last paragraph of Section 18 of the Engagement Letter shall remain in full force and effect in accordance with the terms thereof in the event

the Offering is not completed. This Agreement may be amended or modified in any respect by written instrument only.

24. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Corporation and the Agents irrevocably attorn to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Agreement.

26. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation, the Agents and the Purchasers and their respective executors, heirs, successors and permitted assigns; provided that, this Agreement shall not be assignable by any party without the written consent of the others.

27. **Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

28. **Absence of Fiduciary Relationship.** The Corporation, Cresco, Cresco Corp. and Randsburg acknowledge and agree that: (a) the Agents have not assumed or will assume a fiduciary responsibility in favour of the Corporation, Cresco, Cresco Corp. or Randsburg with respect to the Offering contemplated hereby or the process leading thereto and the Agents have no obligation to the Corporation, Cresco, Cresco Corp. and Randsburg with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) the Agents and their affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Corporation, Cresco, Cresco Corp. and Randsburg; and (c) the Agents have not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Corporation, Cresco, Cresco Corp. and Randsburg have consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate.

29. **Authority of the Joint Bookrunners.** The Joint Bookrunners are hereby authorized by each of the other Agents to act on its behalf and the Corporation, Cresco, Cresco Corp. and Randsburg shall be entitled to and shall act on any notice given in accordance with this Agreement or any agreement entered into or approval given by or on behalf of the Agents by the Joint Bookrunners, except in respect of any consent to a settlement pursuant to Section 13, which consent shall be given by the Indemnified Party, a notice of termination pursuant to Section 8 or 9, which notice may be given by any of the Agents, which shall be exercised by all the non-defaulting Agents.

30. **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

31. **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts and delivered by email or facsimile, each of which so executed and delivered shall constitute an original and all of which taken together shall form one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agents.

Yours very truly,

CANACCORD GENUITY CORP.

GMP SECURITIES L.P.

Per: (signed) Steve Winokur
Authorized Signatory

Per: (signed) Steve Ottaway
Authorized Signatory

CORMARK SECURITIES INC.

BEACON SECURITIES LIMITED

Per: (signed) Alfred Avanesy
Authorized Signatory

Per: (signed) Mario Maruzzo
Authorized Signatory

The foregoing is hereby accepted on the terms and conditions herein set forth.

DATED as of the date first written above.

CRESCO LABS FINCO LTD.

Per: (signed) Charles Bachtell
Authorized Signatory

CRESCO LABS, LLC

Per: (signed) Charles Bachtell
Authorized Signatory

CRESCO U.S. CORP.

Per: (signed) Charles Bachtell
Authorized Signatory

RANDBURG INTERNATIONAL GOLD CORP.

Per: (signed) Michael Lerner
Authorized Signatory

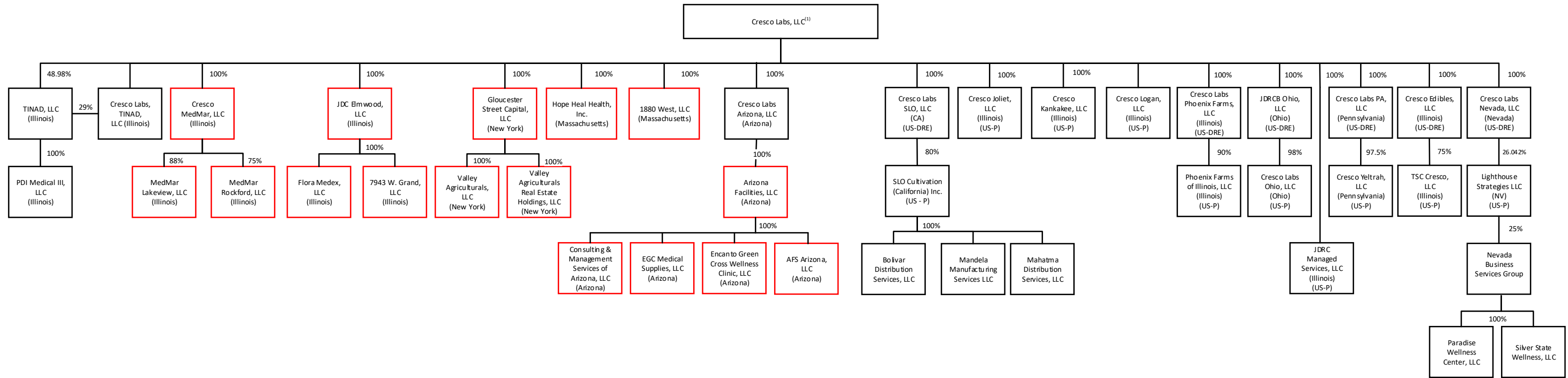
Schedule A Subsidiaries

Subsidiaries:

See attached organizational chart.

Material Subsidiaries:

- i. TINAD, LLC;
- ii. Phoenix Farms of Illinois, LLC;
- iii. Cresco Labs Ohio, LLC;
- iv. Cresco Yeltrah, LLC;
- v. SLO Cultivation, Inc.;
- vi. Arizona Facilities Supply, LLC; and
- vii. FloraMedex, LLC.



(1) The subsidiaries of Cresco listed below contemplate the corporate structure assuming that all pending transactions of Cresco receive regulatory approval, and such transactions close. Such entities are outlined in red.

Schedule B
Terms and Conditions for United States Offers and Sales

TERMS AND CONDITIONS FOR
UNITED STATES OFFERS AND SALES

This is Schedule B Canaccord Genuity Corp., GMP Securities L.P., Cormark Securities Inc. and Beacon Securities Limited (collectively, the “Agents”) and Cresco Labs Finco Ltd., Cresco Labs, LLC, Cresco U.S. Corp. and Randsburg International Gold Corp.

Capitalized terms used in this Schedule B and not defined herein shall have the meanings ascribed thereto in the agency agreement to which this Schedule B is annexed (the “**Agency Agreement**”) and the following terms shall have the meanings indicated:

“**Foreign Issuer**” means a “foreign issuer” as that term is defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule B, it means any issuer that is (a) the government of any country, or of any political subdivision of a country, other than the United States; or (b) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50% of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or majority of directors are United States citizens or residents, (ii) more than 50% of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

“**Regulation D**” means Regulation D adopted by the SEC under the U.S. Securities Act;

“**Regulation S**” means Regulation S adopted by the SEC under the U.S. Securities Act;

“**SEC**” means the United States Securities and Exchange Commission;

“**Substantial U.S. Market Interest**” means “substantial U.S. market interest” as that term is defined in Regulation S;

“**Underlying Shares**” means the Common Shares underlying the Offered Securities;

“**U.S. Affiliate**” means the United States broker-dealer affiliates of the Agents; and

“**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as amended.

Representations, Warranties and Covenants of the Agents

Each Agent and each U.S. Affiliate acknowledges that the Offered Securities, the Underlying Shares and the Subordinate Voting Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Offered Securities, the Underlying Shares or the Subordinate Voting Shares may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons, except in accordance with an applicable exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each Agent (on

behalf of itself and its U.S. Affiliate) represents, warrants and covenants to the Corporation, Cresco and Randsburg that:

1. It, its affiliates and any person acting on its or their behalf has not offered or sold, and will not offer or sell, any of the Offered Securities, the Underlying Shares or the Subordinate Voting Shares except (a) in “offshore transactions” as such term is defined in Regulation S, in accordance with Rule 903 of Regulation S or (b) in the United States or to, or for the account or benefit of, U.S. Persons as provided in Sections 2 through 13 below. Accordingly, none of the Agents, their U.S. Affiliates or any persons acting on its or their behalf, has made or will make (except as permitted in Sections 2 through 12 below) (i) any offer to sell, or any solicitation of an offer to buy, any Offered Securities, Underlying Shares or Subordinate Voting Shares in the United States or to, or for the account or benefit of, U.S. Persons, (ii) any sale of the Offered Securities to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States and not a U.S. Person, or the Agents reasonably believed that such purchaser was outside the United States and not a U.S. Person, or (iii) any Directed Selling Efforts in the United States with respect to the Offered Securities, the Underlying Shares or the Subordinate Voting Shares.
2. Any offers or sales of the Offered Securities during the Distribution Compliance Period (as defined herein) unless such offers and sales are made in accordance with Rule 903 or Rule 904 of Regulation S, pursuant to registration of such securities under the U.S. Securities Act, or pursuant to an available exemption under the U.S. Securities Act, and any hedging transactions with regard to such securities prior to the expiration of the Distribution Compliance Period are made in compliance with the U.S. Securities Act.
3. Any sale of Offered Securities during the Distribution Compliance Period to any distributor (as defined in Regulation S), any dealer (as defined in Section 2(a)(12) of the U.S. Securities Act), or any person receiving a selling concession, fee or other remuneration, unless it sends to any such person a confirmation or other notice stating that such person is subject to the same restrictions on offers and sales that apply to a distributor under Regulation S
2. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities, the Underlying Shares or the Subordinate Voting Shares within the United States except with its U.S. Affiliates, any selling group members or with the prior written consent of the Corporation. It shall require each selling group member to agree, for the benefit of the Corporation, to comply with the same provisions of this Schedule B as apply to the Agents as if such provisions applied to such selling group member.
3. All offers and sales of Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons by it shall be made through its U.S. Affiliate which is a registered broker-dealer affiliate in compliance with all applicable U.S. broker-dealer requirements. Such U.S. Affiliate has been and will be, on the date of each offer or sale of Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons, duly registered as a broker-dealer pursuant to section 15(b) of the U.S. Exchange Act and under the laws of each state where such offers and sales are made (unless exempted from such state’s registration requirements) and is a member in good standing with Financial Industry Regulatory Authority, Inc.
4. It and its affiliates have not, either directly or through a person acting on its or their behalf, solicited and will not solicit offers for, and have not offered to sell and will not offer to sell, any of the Offered Securities, the Underlying Shares or the Subordinate Voting Shares in the United States or to, or for the account or benefit of, U.S. Persons by any form of General Solicitation or

General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

5. Any offer, sale or solicitation of an offer to buy Offered Securities, Underlying Shares or the Subordinate Voting Shares that have been made or will be made in the United States or to, or for the account or benefit of, U.S. Persons, only to (i) Qualified Institutional Buyers (who also qualify as U.S. Accredited Investors), and (ii) U.S. Accredited Investors to which the Agents or their respective U.S. Affiliates had a pre-existing relationship and have reasonable grounds to believe and will believe are Qualified Institutional Buyers (who also qualify as U.S. Accredited Investors) or U.S. Accredited Investors.
6. Prior to soliciting such offerees and to the completion of any sale of the Offered Securities in the United States or to U.S. Persons, each such purchaser, or any person that is purchasing such securities for the account or benefit of a person in the United States or U.S. Persons, will be required to execute and deliver a Subscription Agreement and any applicable schedules thereto, including the schedules applicable to Qualified Institutional Buyers and U.S. Accredited Investors.
7. Any offer, sale or solicitation of an offer to buy Offered Securities, Underlying Shares or Subordinate Voting Shares that have been made or will be made in the United States or to, or for the account or benefit of, U.S. Persons were or will be made only to Qualified Institutional Buyers (who also qualify as U.S. Accredited Investors) or U.S. Accredited Investors pursuant to the exemption from registration provided by Rule 506(b) of Regulation D.
8. At the Closing Time, it, together with its U.S. Affiliates, will provide a certificate, substantially in the form of Exhibit 1 to this Schedule B, relating to the manner of the offer and sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons or will be deemed to have represented that neither it nor its U.S. Affiliates offered or sold Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons.
9. At least one Business Day prior to the Closing Time, it will provide the Corporation with a list of all purchasers of the Offered Securities in the United States or who are U.S. Persons.
10. Neither it nor its U.S. Affiliates or any person acting on its or their behalf has taken any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities, the Underlying Shares or the Subordinate Voting Shares.
11. It shall inform (and shall cause any of its U.S. Affiliates to inform) any purchaser in the United States or who is, or who purchases for the account or benefit of, a person in the United States or a U.S. Person that the Offered Securities, the Underlying Shares and the Subordinate Voting Shares (i) have not been and will not be registered under the U.S. Securities Act or any state securities laws, (ii) are being sold to such purchasers in reliance on an available exemption from the registration requirements of the U.S. Securities Act and in reliance upon exemptions from applicable state securities laws, and (iii) that the Offered Securities, the Underlying Shares and the Subordinate Voting Shares are “restricted securities” and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons, nor may hedging transactions involving such securities be conducted, unless such securities are registered under the U.S. Securities Act and any applicable state securities law, an exemption from such registration is available or such registration is otherwise not required.

12. None of it, its U.S. Affiliates or any person acting on its or their behalf will (i) take an action that would cause the exemption provided by Section 3(a)(9) of the U.S. Securities Act to be unavailable for the exchange of Offered Securities for Underlying Shares, and (ii) receive any commission or other remuneration, directly or indirectly, for soliciting the exchange of Offered Securities for Underlying Shares.
13. It is acquiring the Broker Warrants, Broker Warrant Shares, Resulting Issuer Broker Warrants and Resulting Issuer Broker Warrant Shares (together, the “Compensation Securities”) as principal for its own account and not for the benefit of any other person. Furthermore, in connection with the issuance of the Compensation Securities, it is: (i) not a U.S. Person and it is not acquiring the Compensation Securities in the United States, or on behalf of a U.S. Person or a person located in the United States; and (ii) this Agreement was executed and delivered outside the United States. It agrees that it will not engage in any Directed Selling Efforts with respect to any Compensation Securities; (o) it understands and agrees that offers and sales of any of the Broker Warrants or Broker Warrant Shares prior to the expiration of a period of one year after the Closing Date (such one period referred to as the “**Distribution Compliance Period**”) shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the U.S. Securities Act or an exemption therefrom, and that all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the U.S. Securities Act or an exemption therefrom, and in each case only in accordance with applicable state securities laws, and it agrees not to engage in hedging transactions involving such securities unless such transactions are in compliance with the provisions of the U.S. Securities Act and in each case only in accordance with applicable state securities laws.
14. As of the Closing Date, with respect to the Offered Securities to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the “**Regulation D Securities**”), none of it, its U.S. Affiliates, any of their respective general partners or managing members, any director or executive officer of any of the foregoing, any other officer of any of the foregoing participating in offer and sale of the Regulation D Securities, or any other officer or employee of any of the foregoing that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers of the Regulation D Securities (each, a “**Dealer Covered Person**” and, together, the “**Dealer Covered Persons**”) is subject to any Disqualification Event except for a Disqualification Event (i) covered by Rule 506(d)(2) of Regulation D and (ii) a description of which has been furnished in writing to the Corporation prior to the date hereof. Neither it nor its U.S. Affiliate has paid or will pay, nor is it aware of any other person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons) for solicitation of purchasers of the Regulation D Securities.

Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants, covenants and agrees to and with the Agents that:

15. The Corporation is not a Foreign Issuer.
16. Except with respect to offers and sales in accordance with this Schedule B to or for the account or benefit of Qualified Institutional Buyers and/or U.S. Accredited Investors in reliance on the exemption from registration under the U.S. Securities Act provided by Rule 506(b) of Regulation D, and except with respect to offers and sales to certain U.S Persons as part of the Concurrent

Financing in reliance on an available exemption from registration under the U.S. Securities Act, none of the Corporation, its affiliates, or any person acting on its or their behalf (other than the Agents, their U.S. Affiliates, their respective affiliates or any person acting on its or their behalf, in respect of which no representation is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Subscription Receipts, Underlying Shares or Subordinate Voting Shares in the United States or to, or for the account or benefit of, U.S. Persons; or (B) any sale of Subscription Receipts, Underlying Shares or Subordinate Voting Shares unless, at the time the buy order was or will have been originated, (i) the purchaser is outside the United States and is not a U.S. Person or (ii) the Corporation, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States and is not a U.S. Person.

17. During the period in which the Subscription Receipts, the Underlying Shares and the Subordinate Voting Shares are offered for sale, none of it, its affiliates, or any person acting on its or their behalf (other than the Agents, their U.S. Affiliates, their respective affiliates or any person acting on its or their behalf, in respect of which no representation is made) has engaged in or will engage in any Directed Selling Efforts in the United States with respect to the Subscription Receipts, the Underlying Shares or the Subordinate Voting Shares.
18. None of the Corporation, its affiliates or any person acting on its or their behalf (other than the Agents, their U.S. Affiliates, their respective affiliates or any person acting on its or their behalf, in respect of which no representation is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Subscription Receipts, Underlying Shares and Subordinate Voting Shares in the United States or to, or for the account or benefit of, U.S. Persons by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Regulation D under the U.S. Securities Act or that would cause an available exemption under the U.S. Securities Act and applicable state securities laws to be unavailable.
19. Since the date that is six months prior to the date hereof, (i) the Corporation has not sold, offered for sale or solicited any offer to buy, and it will not sell, offer for sale or solicit any offer to buy, any of its securities in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemption from registration set forth in Rule 506(b) under the U.S. Securities Act to become unavailable with respect to the offer and sale of the Offered Securities, and (ii) neither the Corporation nor any person acting on its behalf has engaged or will engage in any General Solicitation or General Advertising in connection with any offer or sale of its securities or otherwise in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemption from registration pursuant to Rule 506(b) of the U.S. Securities Act to become unavailable with respect to the offer and sale of the Offered Securities.
20. The Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable “blue sky” laws in connection with the offer and sale of the Subscription Receipts.
21. The Corporation is not, and as a result of the sale of the Subscription Receipts and the Underlying Shares contemplated hereby will not be, and the Resulting Issuer is not, and as a result of the sale of the Subordinate Voting Shares contemplated hereby will not be, registered or required to be registered as an “investment company”, as such term is defined in the *United States Investment Company Act of 1940*, as amended.

22. The Corporation has not taken any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Subscription Receipts, the Underlying Shares or the Subordinate Voting Shares.
23. Upon receipt of a written request from a purchaser in the United States or who is a U.S. Person, the Corporation or the Resulting Issuer, as applicable, shall make a determination if the Corporation or the Resulting Issuer, as applicable, is a “passive foreign investment company” (a “PFIC”) within the meaning of section 1297(a) of the United States Internal Revenue Code of 1986, as amended (the “Code”), during any calendar year following the purchase of the Subscription Receipts by such purchaser, and if the Corporation or the Resulting Issuer, as applicable, determines that it is a PFIC during such year, the Corporation or the Resulting Issuer, as applicable, will provide to such purchaser, upon written request, all information that would be required to permit a United States or a U.S. Person shareholder to make an election to treat the Corporation or the Resulting Issuer, as applicable, as a “qualified electing fund” for the purposes of the Code.
24. None of it, its affiliates or any person acting on its or their behalf (other than the Agents, their U.S. Affiliates and any persons acting on their behalf, as to which no representation, warranty, covenant or agreement is made) will (i) take an action that would cause the exemption provided by Section 3(a)(9) of the U.S. Securities Act to be unavailable for the exchange of Subscription Receipts for Underlying Shares, and (ii) pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of Subscription Receipts for Underlying Shares.
25. It shall refuse to register and transfer any Offered Securities that is not made accordance with Regulation S, pursuant to registration under the U.S. Securities Act, or pursuant to an available exemption from such registration and the Offered Securities shall bear a legend to the foregoing effect, as well as a notation that hedging transactions involving such securities may not be conducted unless in compliance with the U.S. Securities Act.
26. Neither it nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D;
27. None of it or any of its predecessors or subsidiaries has had the registration of a class of securities under the U.S. Exchange Act revoked by the United States Securities and Exchange Commission pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated under the U.S. Securities Act;
28. As of the Closing Date, with respect to the offer and sale of the Offered Securities and the Resulting Issuer Securities, none of the Corporation, any of its predecessors, any “affiliated” (as such term is defined in Rule 501(b) of Regulation D) issuer, any director, executive officer or other officer of the Corporation participating in the offering of the Offered Securities and the Resulting Issuer Securities, any beneficial owner of 20% or more of the Corporation’s outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Offered Securities and Resulting Issuer Securities (other than any Dealer Covered Person, as to whom no representation, warranty, acknowledgement, covenant or agreement is made) is subject to disqualification under Rule 506(d) of Regulation D.

Representations, Warranties and Covenants of Randsburg

29. Randsburg represents, warrants, covenants and agrees to and with the Agents and the Corporation as of the date hereof and the Closing Date that:

- (a) it is not, and upon issuance of the Subordinate Voting Shares upon effecting the Business Combination, as contemplated in this Agreement and the Merger Agreement, will not be, an “investment company” as defined in the United States Investment Company Act of 1940, as amended, registered or required to be registered under such Act;
- (b) during the period in which the Subscription Receipts are offered for sale by the Corporation until such date as the Business Combination has been completed, neither it nor any of its affiliates, nor any person acting on their behalf (other than the Agents, the U.S. Affiliates (as defined herein) or any person acting on its or their behalf, in respect to whom no representation is made):
 - (i) has made or will make any Directed Selling Efforts in the United States with respect to any of the Subordinate Voting Shares;
 - (ii) has offered or will offer to sell, or has solicited or will solicit offers to buy, any of the Subordinate Voting Shares in the United States or, to or for the account or benefit of, persons in the United States or U.S. Persons by means of any form of General Solicitation or General Advertising; or
 - (iii) has violated or will violate Regulation M under the U.S. Exchange Act in connection with the issuance of the Subordinate Voting Shares in connection with the Business Combination;
- (c) except with respect to the offer and sale of the Offered Securities by the Corporation offered hereby, Randsburg has not and will not, for a period beginning six months prior to the commencement of the Offering and ending six months after the completion of the Offering, sold, offered for sale or solicited any offer to buy any of its securities in the United States or, to for the account or benefit of, persons in the United States or U.S. Persons in a manner that would be integrated with and would cause the exemption from registration provided by Rule 506(b) of Regulation D to be unavailable with respect to offers and sales of the Subscription Receipts or the issuance of the Subordinate Voting Shares in connection with the Business Combination;
- (d) during the period in which the Subscription Receipts are offered for sale by the Corporation until such date as the Business Combination has been completed, none of it, its affiliates, or any person acting on its or their behalf (other than the Agents, their affiliates or any person acting on its or their behalf, in respect of which no representation, warranty, covenant or agreement is made):
 - (i) has taken or will take any action that would cause the exemption provided by Rule 506(b) of Regulation D to be unavailable for the issuance of the

Subordinate Voting Shares in connection with the Business Combination in the United States or to, or for the account or benefit of, persons in the United States or U.S. Persons in accordance with this Agreement; or

- (ii) has taken or will take any action that would cause the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for the issuance of the Subordinate Voting Shares in connection with the Business Combination outside the United States to non-U.S. Persons in accordance with this Agreement;
- (e) except with respect to sales in accordance with Section 10(1) in reliance upon the exemption from registration provided by Rule 506(b) of Regulation D, and except with respect to offers and sales to Non-Brokered Purchasers pursuant to the terms of the Non-Brokered Offering, none of it, its affiliates, or any person acting on its or their behalf, has made or will make:
 - (i) any offer to sell, or any solicitation of an offer to buy, any Subordinate Voting Shares issuable in connection with the Business Combination in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; or
 - (ii) any sale of any Subordinate Voting Shares issuable in connection with the Business Combination outside the United States to non-U.S. Persons;
- (f) it will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable state securities laws in connection with the issuance of the Subordinate Voting Shares in connection with the Business Combination, including filing a Form D with the United States Securities and Exchange Commission in a timely manner;
- (g) neither it nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D;
- (h) none of it or any of its predecessors or subsidiaries has had the registration of a class of securities under the U.S. Exchange Act revoked by the United States Securities and Exchange Commission pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated under the U.S. Securities Act;
- (i) the representations, warranties and covenants by it contained in this Section 10(1) shall be true and correct as of the Time of Closing, with the same force and effect as if then made by it; and
- (j) with respect to the Subordinate Voting Shares to be issued in connection with the Business Combination, none of Randsburg, any of its predecessors, any director, executive officer, or other officer of Randsburg participating in the offering, any beneficial owner of 20% or more of Randsburg's outstanding voting equity securities, calculated on the basis of voting power upon completion of the Business Combination, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act but excluding the Agents, their U.S. Affiliates and their respective affiliates or any person acting on its or their behalf, as to

whom Randsburg makes no representation, warranty, acknowledgement, covenant or agreement) connected with Randsburg in any capacity at the time of sale (each, an **“Resulting Issuer Covered Person”** and, together, **“Resulting Issuer Covered Persons”**) is subject to any Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) of Regulation D. Randsburg has exercised reasonable care to determine: (i) the identity of each person that is a Resulting Issuer Covered Person; and (ii) whether any Resulting Issuer Covered Person is subject to a Disqualification Event. Randsburg has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) of Regulation D, and has furnished to the Agents a copy of any disclosures provided thereunder.

30. Randsburg has not paid and will not pay, nor is it aware of any person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons (as defined below)) for solicitation of purchasers of the Subscription Receipts.

**EXHIBIT 1 TO SCHEDULE B
FORM OF AGENT'S CERTIFICATE**

TO BE COMPLETED BY EACH AGENT AND ITS U.S. AFFILIATE AS
PROVIDED IN SECTION 8 OF Schedule B

In connection with the offer and sale of the subscription receipts (the "**Securities**") of Cresco Labs Finco Ltd. (the "**Corporation**") to one or more Qualified Institutional Buyers (as defined below) and/or U.S. Accredited Investors (as defined below), pursuant to the Agency Agreement made on November 26, 2018 among Canaccord Genuity Corp., GMP Securities L.P., Cormark Securities Inc. and Beacon Securities Limited (collectively, the "**Agents**"), and the Corporation, Cresco Labs, LLC, Cresco U.S. Corp. and Randsburg International Gold Corp., the undersigned Agent, **[Name of Agent]**, and **[Name of U.S. broker-dealer affiliate of Agent]**, its U.S. Affiliate (as defined in Schedule B above (the "**U.S. Affiliate**")), do each hereby certify that:

- (a) the U.S. Affiliate is a duly registered broker-dealer with the SEC, and is a member of, and in good standing with, the Financial Industry Regulatory Authority Inc. on the date hereof, and all offers and sales of Securities in the United States have been effected by the U.S. Affiliate in accordance with all U.S. broker-dealer requirements;
- (b) neither we nor our representatives have (i) utilized any form of general solicitation or general advertising (as those terms are used in Regulation D under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**")), in connection with the offer and sale of the Securities in the United States or (ii) offered to sell any of the Securities in any manner involving a public offering within the meaning of Section 4(a)(2) of the *U.S. Securities Act*;
- (c) immediately prior to transmitting the Subscription Agreements to offerees, we had pre-existing relationship with and reasonable grounds to believe and did believe that each offeree was either a "qualified institutional buyer" as defined in Rule 144A under the *U.S. Securities Act* (a "**Qualified Institutional Buyer**") (that also qualified as a U.S. Accredited Investor) or an "accredited investor" within the meaning of Rule 501(a) of Regulation D (a "**U.S. Accredited Investor**"), acquiring the Securities for its own account or for the account of one or more Qualified Institutional Buyers or U.S. Accredited Investors with respect to which such offeree exercises sole investment discretion and, on the date hereof, we continue to believe that each purchaser of the Securities is a Qualified Institutional Buyer or a U.S. Accredited Investor;
- (d) prior to any sale of the Securities in the United States, we caused each U.S. purchaser who is (1) a U.S. Accredited Investor to execute and deliver to us a U.S. Accredited Investor Certificate in the form of Annex 1 to Schedule B to the Subscription Agreement or (2) a Qualified Institutional Buyer to execute and deliver to us a Qualified Institutional Buyer Investment Letter in the form of Annex 2 to Schedule B to the Subscription Agreement;
- (e) all purchasers of the Offered Securities in the United States or who are, or are purchasing for the account or benefit of, U.S. Persons or who were offered Securities in the United States have been informed that the Offered Securities, the Underlying Shares and the Subordinate Voting Shares have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such purchasers without registration in reliance on exemptions from the registration requirements of the U.S. Securities Act;

- (f) neither we nor any of our affiliates have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Offered Securities and Subordinate Voting Shares;
- (g) none of the undersigned, any of its respective general partners or managing members, any director or executive officer of any of the foregoing, any other officer of any of the foregoing participating in offer and sale of the Offered Securities or Subordinate Voting Shares, or any other officer or employee of any of the foregoing that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers of the Regulation D Securities (each, a “Dealer Covered Person” and, together, the “Dealer Covered Persons”) is subject to any Disqualification Event except for a Disqualification Event (i) covered by Rule 506(d)(2) of Regulation D and (ii) a description of which has been furnished in writing to the Corporation prior to the date hereof. It has not paid and will not pay, nor is it aware of any other person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons) for solicitation of purchasers of the Offered Securities or the Resulting Issuer Securities; and
- (h) the offering of the Securities in the United States has been conducted by us in accordance with the Agency Agreement, including Schedule B thereto.

Terms used in this certificate have the meanings given to them in the Agency Agreement (including Schedule B thereto), unless otherwise defined herein.

Dated this _____ day of _____, 2018.

[NAME OF AGENT]

[NAME OF U.S. AFFILIATE]

By: _____
 Name:
 Title:

By: _____
 Name:
 Title:

Schedule C
Existing Obligations to Issue Securities

Description of Security (include conversion / exercise terms, including conversion / exercise price)	Number of convertible/exchangeable securities outstanding	Number of listed securities issuable upon conversion/exercise
Warrants to acquire Subordinate Voting Shares at an exercise price equal to C\$8.50 per Subordinate Voting Share, subject to vesting and certain other conditions	343,193	343,193
Warrants to acquire Subordinate Voting Shares at an exercise price of C\$6.10 per Subordinate Voting Share ⁽¹⁾	4,000,000	4,000,000
Warrants of Cresco exercisable at an exercise price of C\$2.26 per Subordinate Voting Share	100,000	100,000
Options to acquire Subordinate Voting Shares at an exercise price of C\$1.30 per Subordinate Voting Share	100,000	100,000
Options reserved for issuance under the Cresco Stock Option Plan at a blended exercise price of C\$2.26 per Subordinate Voting Share	17,960,000	17,960,000

(1) 2,000,000 of which are contingent on the achievement of certain performance milestones.

Schedule D
Share Capital of the Material Subsidiaries

Material Subsidiary	Authorized Membership Interest / Share Capital	Ownership
TINAD, LLC	N/A	48.98%
Phoenix Farms of Illinois, LLC	N/A	90.00% (via Cresco Labs Phoenix Farms, LLC – 100.00%)
Cresco Labs Ohio, LLC	N/A	98.00% (via JDRCB Ohio, LLC – 100.00%)
Cresco Yeltrah, LLC	N/A	97.50% (via Cresco Labs PA, LLC – 100.00%)
SLO Cultivation (California), Inc.	100,000 common stock	80.0% (via Cresco Labs SLO, LLC – 100.00%)
Arizona Facilities Supply, LLC	N/A	100.00% (via Cresco Labs Arizona, LLC – 100.00%)
FloraMedex, LLC	N/A	100.00% (via JDC Elmwood, LLC – 100.00%)

Schedule E
Subscription Agreements (consisting of Schedules E1 and E2)

See attached.

**CRESCO LABS FINCO LTD.
SUBSCRIPTION AGREEMENT**

HAVE YOU COMPLETED THIS SUBSCRIPTION AGREEMENT PROPERLY?

The following items in this Subscription Agreement must be completed as directed.

(Please initial or mark "N/A" in each box, as applicable)

All Purchasers

All Purchaser information in the boxes on pages 2 and 3.

Sign the execution block to this Subscription Agreement on page 2.

Schedule "B" – U.S. Institutional Accredited Investor Certificate (Annex 1) / Qualified Institutional Buyer Investment Letter (Annex 2) – complete and execute either the U.S. Institutional Accredited Investor Certificate (indicate which "accredited investor" exemption is being relied on) or Qualified Institutional Buyer Letter, as applicable, in Schedule "B".

Delivery of Subscription Agreement

A completed and originally executed copy of this Subscription Agreement and all applicable schedules and exhibits hereto must be delivered by no later than 4:00p.m. (Toronto time) on November 20, 2018 at the offices of Canaccord Genuity Corp. ("Canaccord") at 161 Bay St, Toronto, ON M5J 2S1, Attention: Equity Capital Markets (Fax: (416) 869-7706; email: ecm@canaccordgenuity.com), or in such other manner or at such other time as may be provided for by Canaccord.

**AN INVESTMENT IN THE SECURITIES OFFERED HEREUNDER IS SUBJECT TO
SUBSTANTIAL RISKS AS CRESCO LABS FINCO LTD. IS NOT A REPORTING ISSUER OR
THE EQUIVALENT IN ANY PROVINCE OR TERRITORY OF CANADA, THE UNITED
STATES OR ANY OTHER JURISDICTION; ITS SECURITIES ARE NOT LISTED ON ANY
STOCK EXCHANGE OR MARKET.**

**THE PURCHASER'S ABILITY TO TRANSFER THE COMMON SHARES (AS DEFINED
HEREIN) IS LIMITED BY, AMONG OTHER THINGS, APPLICABLE SECURITIES LAWS,
AND THAT IN PARTICULAR UNLESS PERMITTED UNDER APPLICABLE SECURITIES
LAWS, THE HOLDER OF THE SECURITIES MUST NOT TRADE SUCH SECURITIES
BEFORE THE DATE WHICH IS FOUR MONTHS AND ONE DAY AFTER THE LATER OF
THE CLOSING DATE AND THE DATE THE CORPORATION BECAME A REPORTING
ISSUER IN ANY PROVINCE OR TERRITORY.**

Delivery of Securities

Except for U.S. Institutional Accredited Investors (as defined herein), who are not otherwise Qualified Institutional Buyers (as defined herein), that may receive a physical certificate representing the securities purchased hereunder, it is anticipated that the securities purchased hereunder will be deposited electronically with CDS Clearing and Depository Services Inc. ("CDS") through the book-based system administered by CDS on the Closing Date (as defined herein) using a restricted CUSIP. In such case, the Purchaser (as defined herein) understands and acknowledges that securities purchased hereunder will be registered in the name of CDS, or its nominee, and held by, or on behalf of, CDS and the Purchaser will not be entitled to receive definitive certificates or other instruments from the Corporation (as defined herein) or CDS

representing their interest in the securities purchased hereunder. The Purchaser will receive only a customer confirmation from the registered dealer who is a CDS participant and from or through whom the securities hereunder are purchased against payment of the Subscription Amount (as defined herein).

SUBSCRIPTION AGREEMENT

TO: Cresco Labs Finco Ltd. (the "**Corporation**")
AND TO: Randsburg International Gold Corp. ("**Pubco**")
AND TO: Canaccord Genuity Corp. ("**Canaccord**") and GMP Securities L.P. (together with Canaccord, the "**Joint Bookrunners**"), Cormark Securities Inc., Beacon Securities Limited (collectively, the "**Agents**")
AND TO: Canaccord Genuity, LLC and Griffiths McBurney Corp. (the "**US Affiliates**")¹

The undersigned (the "**Purchaser**"), on its own behalf and, if applicable, on behalf of the Disclosed Principal (as defined herein) for whom it is acting hereunder, hereby irrevocably subscribes for and agrees to purchase from the Corporation that number of subscription receipts of the Corporation (the "**Subscription Receipts**") set out below at a price of C\$8.50 per Subscription Receipt (the "**Subscription Price**") subject to the terms and conditions set forth in the attached "Terms and Conditions of Subscription". Each Subscription Receipt will be deemed to be exchanged upon satisfaction of the Escrow Release Conditions (as herein defined), without payment of any additional consideration, for one Common Share (as defined below), which will be exchanged for one subordinate voting share in the capital of the Resulting Issuer (as defined below) in the Business Combination (as defined below). The Purchaser agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription" including, without limitation, the terms, representations, warranties and covenants set forth in the applicable Schedules attached thereto.

Capitalized terms not herein defined have the meanings attributed thereto in Schedule "C".

Price Per Subscription Receipt:	C\$8.50
Number of Subscription Receipts Purchased:	_____
Total Purchase Price: Amount")	C\$_____ (the " Subscription ")

Name and Address of Purchaser	
_____	_____
(Name of Purchaser - please print)	(Purchaser's Address)
by: _____	_____
(Official Capacity or Title if the Purchaser is not an individual – please print)	(Purchaser's Address)
_____	_____
Authorized Signature	(Telephone Number)
_____	_____
(Please print name of individual whose signature appears above if different than the name of the Purchaser printed above)	(Facsimile Number)

¹ NTD: Agents to confirm US affiliate, if any, for GMP.

Details of Disclosed Principal (i.e. party for whom the undersigned is contracting, if not the same as the Purchaser identified above).

(Name of Disclosed Principal – please print)

(Disclosed Principal's Address)

(if space is inadequate please attach a schedule containing the necessary information)

(Telephone Number)

It is anticipated that the Subscription Receipts purchased hereunder will be represented by definitive physical certificates. The Purchaser hereby provides the following registration instructions in connection with the physical settlement of the Subscription Receipts being purchased hereunder.

Registration Instructions:

Name

Account reference, if applicable

Address

Email Address

Delivery Instructions:

Name

Account reference, if applicable

Contact Name

Address

Telephone Number

Facsimile Number

Is the Purchaser an "insider" of the Corporation:

Yes No

ACCEPTANCE

The foregoing is acknowledged, accepted and agreed to this _____ day of November, 2018 on the terms and conditions contained in this Subscription Agreement.

CRESCO LABS FINCO LTD.

Per: _____
Authorized Signing Officer

TERMS AND CONDITIONS OF SUBSCRIPTION

The Subscription Receipts are being issued in connection with the proposed "business combination" (the "**Business Combination**") that will result in the reverse take-over of a Canadian reporting issuer, Randsburg International Gold Corp. ("**Pubco**") by Cresco Labs, LLC ("**Cresco**"). The principal steps to the Business Combination are as follows:

- (a) the Corporation will complete the Offering for gross proceeds of up to US \$75,000,000;
- (b) Pubco will complete (i) the name change of Pubco to "Cresco Labs Inc." or such other name as the board of directors of Pubco, in its sole discretion, deems appropriate and is acceptable to the applicable regulatory authorities and (ii) the consolidation of the common shares of Pubco (the "**Pubco Shares**") such that, after giving effect to the Business Combination, the holders of Pubco Shares prior to the Business Combination will hold Subordinate Voting Shares (as defined below) having a value of C\$2,200,000;
- (c) Existing Cresco members (prior to the Business Combination) will exchange their existing Cresco units pursuant to one of the following:
 - (i) up to 100 Cresco members will continue to hold units in Cresco. These units ("**Cresco Redeemable Units**") will be redeemable for cash or exchangeable for Subordinate Voting Shares in accordance with the Second Amended and Restated Operating Agreement of Cresco;
 - (ii) certain Cresco members will exchange their Cresco units for redeemable shares in the capital of Cresco Corp. which will be redeemable for cash or exchangeable for Subordinate Voting Shares in accordance with a support agreement to be entered into among Pubco, Cresco Corp., and Cresco; or
 - (iii) Cresco members, other than holders of Cresco Redeemable Units, will exchange their Cresco units ("**Cresco Acquired Units**"), directly or indirectly, for Subordinate Voting Shares (or for a newly created class of proportionate voting common shares of Pubco, for SEC foreign private issuer purposes, which are convertible into Subordinate Voting Shares);
- (d) Pubco, a newly-incorporated subsidiary of Pubco, and Cresco Labs SPV Inc. ("**BlockerCo**") will enter into a three-cornered amalgamation, pursuant to which former shareholders of BlockerCo will receive Subordinate Voting Shares in exchange for their common shares in BlockerCo and BlockerCo and such newly-incorporated subsidiary of Pubco will amalgamate to form an entity that will subsequently be dissolved;
- (e) subject to the satisfaction and fulfillment of the Escrow Release Conditions (i) the Subscription Receipts will be exchanged for their underlying common shares of the Corporation (the "**Common Shares**"), (ii) the funds held in escrow by Odyssey Trust Company (the "**Escrow Agent**"), together with all interest and other income earned thereon, will be released from escrow to the Corporation, and (iii) Pubco, a newly-incorporated subsidiary of Pubco, and the Corporation will enter into a three-cornered amalgamation, pursuant to which holders of Common Shares will have their Common Shares exchanged for subordinate voting shares (the "**Subordinate Voting Shares**") in the capital of the Resulting Issuer in connection with the amalgamation of the Corporation and a subsidiary of Pubco (the "**Amalgamation**") to form an entity that will subsequently be dissolved;
- (f) designated founders of Cresco will subscribe for non-participating, super-voting shares of Pubco ("**Super Voting Shares**") carrying voting rights that will, in aggregate, represent in

excess of 75% of the voting rights of the Resulting Issuer upon completion of the Business Combination and on a fully diluted basis; and,

- (g) Cresco stock options, warrants and other convertible securities will be adjusted such that, upon exercise or conversion, the holder will receive Subordinate Voting Shares on an economically equivalent basis.

At the time the agreement in respect of the Amalgamation is approved by the shareholders of the Corporation, the Purchaser will not be a shareholder of the Corporation and will not be entitled to vote in respect of the Amalgamation. Despite the foregoing, the Purchaser hereby: (i) consents to and approves the Amalgamation and the transactions contemplated thereby, including the Business Combination, (ii) declares that the Purchaser will not exercise any right to dissent (if any) the Purchaser may have in connection with the Amalgamation or the Business Combination; and (iii) waives the Purchaser's right (if any) to receive notice of a meeting of stockholders or other securityholders of the Corporation in connection with the Amalgamation or the Business Combination.

2. The Subscription and the Subscription Receipts.

- (a) The Purchaser hereby confirms its irrevocable subscription for and offer to purchase the Subscription Receipts from the Corporation, on and subject to the terms and conditions set out in this Subscription Agreement and acceptance of this Subscription Agreement by the Corporation, for the Subscription Amount which is payable as described herein. The Purchaser acknowledges (on its own behalf and, if applicable, on behalf of any Disclosed Principal) that upon acceptance of this Subscription Agreement by the Corporation, this Subscription Agreement will constitute a binding obligation of the Purchaser (including, if applicable, any Disclosed Principal) subject to the terms and conditions contained herein.
- (b) The Purchaser acknowledges and agrees that the Corporation reserves the right, in its absolute discretion, to reject this subscription for Subscription Receipts, in whole or in part, at any time prior to the Closing Time. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Agents representing the Subscription Amount will be promptly returned to the Purchaser without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Subscription Amount for that portion of the subscription for the Subscription Receipts which is not accepted will be promptly delivered to the Purchaser without interest or deduction.
- (c) The Subscription Receipts will be created and issued pursuant to a subscription receipt agreement to be entered into among the Escrow Agent, the Corporation, Cresco and the Joint Bookrunners (on behalf of the Agents) (the "**Subscription Receipt Agreement**"). The Purchaser, by its execution of this Subscription Agreement, agrees that the terms and conditions of the Subscription Receipts are governed by the terms and conditions of the Subscription Receipt Agreement (a copy of which will be available upon request), as if it was an original party thereto. The Purchaser acknowledges that each Subscription Receipt will, following the completion of the Offering and the satisfaction of the Escrow Release Conditions (as defined below), entitle the holder to receive, without payment of additional consideration or taking of further action, one common share in the capital of the Corporation, which will be exchanged for one Subordinate Voting Share (as defined below) in the Business Combination (as defined below). The Subordinate Voting Shares will be subordinated in terms of voting rights to the voting shares of the Resulting Issuer (the "**Super Voting Shares**") to be issued to principals of the Corporation. It is currently contemplated that the Super Voting Shares will not be entitled to dividends or proceeds on liquidation, but will represent a majority of the voting rights attached to all securities of the Resulting Issuer until the principals of the Corporation dispose of a majority of their

ownership interests in the Corporation held as of the completion of the Business Combination. A summary of the material terms of the Subscription Receipts is included in the Term Sheet attached as Schedule "A".

- (d) On the Closing Date (as defined below), the gross proceeds from the Offering, less: (i) 50% of the Agents' Fee (as defined below), and (ii) the Agents' Expenses (as defined below) accrued at that time, will be deposited in escrow (the "**Escrowed Proceeds**") on behalf of the purchasers of Subscription Receipts ("**Investors**") with the Escrow Agent, and invested in short-term obligations of, or guaranteed by, the Government of Canada (and other approved investments). The Escrowed Proceeds will be released by the Escrow Agent to the Corporation upon receipt of a notice (the "**Release Notice**") to the Escrow Agent from the Corporation and the Joint Bookrunners (on behalf of the Agents) at or prior to 5:00 pm (Toronto time) on the date that is 120 days from the Closing Date (the "**Escrow Release Deadline**") indicating that all Escrow Release Conditions as set out in the Subscription Receipt Agreement (the "**Escrow Release Conditions**") shall have been satisfied or, with the consent of the Joint Bookrunners (on behalf of the Agents), have been waived.
- (e) Upon the receipt by the Escrow Agent of the Release Notice: (i) the Escrowed Proceeds, less any additional Agents' Expenses shall be released to the Corporation, (ii) each Subscription Receipt shall be automatically exchanged, for no additional consideration and with no further action by the holder, for one Common Share, and (iii) the Escrow Agent shall immediately pay the balance of the Agents' Fee and any additional Agent's Expenses to the Joint Bookrunners (on behalf of the Agents). If the Escrow Release Conditions have not been satisfied at or prior to the Escrow Release Deadline, holders of Subscription Receipts will be refunded the gross proceeds paid for the Subscription Receipts, plus *pro rata* accrued interest earned thereon (net of any applicable withholding tax), if any (the "**Returned Proceeds**"), and the Subscription Receipts will immediately become null, void and of no further force or effect. In the event the Escrowed Proceeds are less than the Returned Proceeds, the Corporation shall pay the difference to the Escrow Agent to be refunded to holders of Subscription Receipts.
- (f) The Corporation will use commercially reasonable efforts to satisfy the Escrow Release Conditions at or prior to the Escrow Release Deadline.

In the event that the Subscription Receipt Agent does not receive the Release Notice prior to the Escrow Release Deadline, or if prior to such time, the Corporation advises the Agents or announces to the public that it does not intend to or cannot satisfy the Escrow Release Conditions, the Subscription Receipt Agent will return to holders of Subscription Receipts, commencing at 12:00 P.M. EST on the third business day following the Escrow Release Deadline or such earlier date, an amount equal to the aggregate Subscription Price of the Subscription Receipts held by them and their *pro rata* portion of any interest earned thereon (net of any applicable withholding tax). The Corporation will be responsible and liable to the holders of Subscription Receipts for any shortfall between the aggregate gross proceeds of the Offering and the Escrowed Proceeds.

The foregoing description of the Subscription Receipts in this Section 2 is a summary only and is subject to the detailed provisions of the Subscription Receipt Agreement. In the event of any inconsistency between the provisions hereof and the provisions of the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement shall prevail and take precedence.

3. Closing Date and Closing Time.

- (a) Delivery and sale of the Subscription Receipts and payment of the Subscription Amount will be completed (the "**Closing**") at the offices of the Corporation's Canadian legal

counsel, Bennett Jones LLP, in Toronto, Ontario at 8:30 a.m. (Toronto time) (the "**Closing Time**") on or before November 26, 2018, or such other place, date or time as the Corporation and the Joint Bookrunners may mutually agree (the "**Closing Date**") subject to the satisfaction or waiver by the relevant party of the conditions of Closing. If, on or prior to the Closing Time, the terms and conditions contained in this Subscription Agreement and the Agency Agreement have been complied with to the satisfaction of the Agents, acting reasonably, or waived by the Agents, the Agents shall deliver to the Corporation all completed Subscription Agreements and will cause the delivery to the Subscription Receipt Agent of payment of the aggregate Subscription Amount for all of the Subscription Receipts sold pursuant to the Agency Agreement (less an amount representing the Agents' Expenses and 50% of the Fee) against delivery of Subscription Receipts, in certificated form or by way of electronic deposit through the book-based system administered by CDS, and such other documentation as may be required pursuant to the Subscription Agreement, the Subscription Receipt Agreement and the Agency Agreement.

- (b) If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement (other than the issuance of certificates representing the Subscription Receipts or such other evidence of issue of the Subscription Receipts as the Agents and the Corporation may agree) and the Agency Agreement have not been complied with to the satisfaction of the Agents, or such terms and conditions are waived by it, the Agents, the Corporation and the Purchaser will have no further obligations under this Subscription Agreement.

4. Closing Conditions. The Purchaser, on its own behalf and on behalf of any Disclosed Principal for whom the Purchaser is contracting under this Subscription Agreement, acknowledges and agrees that the Corporation and the Agents are relying on the truth of the representations and warranties of the Purchaser contained in this Subscription Agreement as of the date of this Subscription Agreement, and as of the Closing Time as if made at and as of the Closing Time, and the fulfillment of the following additional conditions as soon as possible or in any event by immediately prior to the Closing Time, unless an earlier time is specified below:

- (a) on or before 5:00 p.m. (Toronto time), on November 20, 2018, the Purchaser having properly completed, signed and delivered this Subscription Agreement (including all applicable Schedules and Appendices attached hereto) in accordance with the instructions on the face page hereof;
- (b) on or before 5:00 p.m. (Toronto time), on November 20, 2018, payment by the Purchaser of the Subscription Amount to be arranged with Canaccord;
- (c) the Purchaser having executed and returned to the Corporation, at the Corporation's request, all other documents as may be required by Securities Laws for delivery by the Corporation on behalf of the Purchaser;
- (d) the Corporation having obtained all necessary approvals and consents;
- (e) the closing conditions in the Agency Agreement being satisfied or waived by the relevant party;
- (f) the representations and warranties of the Purchaser set forth herein being true and correct as of the Closing Time;
- (g) all covenants and agreements contained herein to be performed by the Purchaser (including, if applicable, each Disclosed Principal) on or prior to the Closing Time shall have been performed or complied with in all material respects; and

(h) the issue and sale of the Subscription Receipts being exempt from the requirement to file a prospectus or registration statement and the requirement to deliver an offering memorandum under applicable securities legislation relating to the sale of the Subscription Receipts, or the Corporation having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus.

5. **Authorization of Canaccord.** The Purchaser, and any Disclosed Principal, irrevocably authorizes Canaccord, in its discretion, to act as the Purchaser's representative at the Closing, and hereby appoints Canaccord, with full power of substitution, as its true and lawful attorney, with full power and authority in the Purchaser's, and any Disclosed Principal's, place and stead:

- (a) to receive certificates representing the Subscription Receipts (if any), to execute in the Purchaser's name and on its behalf all closing receipts and required documents, to complete and correct any errors or omissions in any form or document provided by the Purchaser, including this Subscription Agreement and the Schedules hereto, in connection with the subscription for the Subscription Receipts and to exercise any rights of termination contained in the Agency Agreement;
- (b) to extend such time periods, to extend the Escrow Release Deadline, and to waive, in whole or in part, any non-material representations, warranties, covenants or conditions for the Purchaser's and any Disclosed Principal's benefit contained in this Subscription Agreement and the Agency Agreement or any ancillary or related document;
- (c) to terminate, prior to Closing, this Subscription Agreement if any condition precedent is not satisfied, in such manner and on such terms and conditions as the Agents in their sole discretion may determine, acting reasonably; and
- (d) without limiting the generality of the foregoing, to negotiate, settle, execute, deliver and amend the Agency Agreement and any ancillary documents in connection with the Offering.

This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which are acknowledged by the Purchaser. This power of attorney and other rights and privileges granted under this section will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Purchaser. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Purchaser. Any person dealing with Canaccord may conclusively presume and rely upon the fact that any document, instrument or agreement executed by Canaccord pursuant to this power of attorney are authorized and binding on the Purchaser, without further inquiry. The Purchaser agrees to be bound by any representations or actions made or taken by Canaccord pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of Canaccord taken in good faith under this power of attorney relating to the Offering.

6. **Acknowledgements, Representations, Warranties and Covenants of ALL Purchasers.** The Purchaser, on its own behalf and, if applicable, on behalf of each Disclosed Principal for whom it is acting hereunder, hereby represents and warrants to, and covenants with, the Corporation, Pubco, the Agents and the US Affiliate as follows and acknowledges that the Corporation, Pubco, the Agents and the US Affiliate and their respective counsel are relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) The Purchaser is subscribing for the Subscription Receipts as principal for its own account and not for the benefit of any other person (within the meaning of applicable Securities Laws) or if it is not subscribing as principal it is acting as agent for a Disclosed Principal (whose identity is disclosed on the third page of this Subscription Agreement)

who is purchasing as principal for its own account and not for the benefit of any other person.

- (b) If the Purchaser is contracting hereunder as trustee or agent for a fully managed account (including for greater certainty, a portfolio manager or comparable advisor) or as agent for a Disclosed Principal, the Purchaser is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription and if the Purchaser is acting as agent for a Disclosed Principal, who is subscribing as principal for its own account and not for the benefit of any other person, this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and, when accepted by the Corporation, will constitute a legal, valid and binding agreement of, such Disclosed Principal and the Purchaser acknowledges that the Corporation and/or an Agent may be required by law to disclose to certain regulatory authorities the identity of such Disclosed Principal for whom it is acting.
- (c) In the case of a subscription for the Subscription Receipts by the Purchaser acting as principal, this Subscription Agreement has been duly authorized, executed and delivered by, and when accepted by the Corporation will constitute a legal, valid and binding agreement of, the Purchaser. This Subscription Agreement, when accepted by the Corporation, will be enforceable in accordance with its terms against the Purchaser.
- (d) If the Purchaser is:
 - (i) a corporation, the Purchaser is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power, capacity and authority to execute and deliver this Subscription Agreement, to subscribe for the Subscription Receipts as contemplated herein and to carry out and perform its covenants and obligations under the terms of this Subscription Agreement and the individual signing this Subscription Agreement has been duly authorized to execute and deliver this Subscription Agreement; or
 - (ii) a partnership, syndicate or other form of unincorporated organization, the Purchaser has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof and the individual signing this Subscription Agreement has been duly authorized to execute and deliver this Subscription Agreement.
- (e) The Purchaser and, if applicable, any Disclosed Principal, is resident, or if not an individual has its head office, in the jurisdiction set out on the second page, or third page if a Disclosed Principal, of this Subscription Agreement and intends that the Securities Laws of that jurisdiction govern the Purchaser's subscription and is not aware of any reason why the laws of such jurisdiction would not govern such subscription. Such address was not created and is not used solely for the purpose of acquiring the Securities and the Resulting Issuer Securities and the Purchaser was solicited to purchase in only such jurisdiction and the purchase and sale to the Purchaser of the Subscription Receipts has occurred only in such jurisdiction. The Purchaser and, if applicable, any Disclosed Principal is eligible to purchase the Securities and the Resulting Issuer Securities pursuant to an exemption from the prospectus requirements of applicable Securities Laws.
- (f) The Purchaser confirms that it:
 - (i) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Securities and the Resulting Issuer Securities;

- (ii) is capable of assessing the merits and risks (including the potential loss of its entire investment) of the proposed investment in the Securities and the Resulting Issuer Securities;
 - (iii) is aware of the characteristics of the Securities and Resulting Issuer Securities and understands the risks relating to an investment therein;
 - (iv) is able to bear the economic risk of loss of its investment in the Securities and the Resulting Issuer Securities and understands that it may lose its entire investment in the Securities and the Resulting Issuer Securities; and
 - (v) and each Disclosed Principal for whom it is contracting hereunder, is not relying upon the Agents to conduct any due diligence investigation on behalf of the Purchaser, or any Disclosed Principal for whom it is contracting hereunder, concerning the Offering or the Corporation's business, management, financial position, condition or prospects.
- (g) The Purchaser acknowledges, covenants and agrees as follows:
- (i) **AN INVESTMENT IN THE SECURITIES IS NOT WITHOUT RISK AND THE PURCHASER (AND ANY DISCLOSED PRINCIPAL) MAY LOSE HIS, HER OR ITS ENTIRE INVESTMENT.**
 - (ii) **The Corporation may complete the Business Combination following the Closing but no assurances can be provided that the Business Combination will be completed as contemplated in this Subscription Agreement, or at all.**
 - (iii) The Corporation is not a "reporting issuer" under applicable Securities Laws, in Ontario, or in any other jurisdiction, and, therefore:
 - (A) the Securities will be subject to an indefinite hold period and may not be resold except in accordance with limited exemptions under applicable Securities Laws and the Corporation may cause a legend to such effect to be placed on the certificates representing the Securities to that effect; and
 - (B) no market currently exists for the Securities or any securities of the Corporation.
 - (iv) There is no government or other insurance covering the Securities.
 - (v) The Purchaser has read and fully understands the Corporate Presentation and acknowledges the risk factor disclosure therein and has had an opportunity to ask and have answered questions with respect to the Corporation.
 - (vi) The Purchaser has been informed of the proposed use of proceeds of the distribution of the Subscription Receipts as set out in the Term Sheet.
 - (vii) The Agents and/or their directors, officers, employees, agents and representatives assume no responsibility or liability of any nature whatsoever for the accuracy or adequacy of any such publicly available information concerning the Corporation or as to whether all information concerning the Corporation that is required to be disclosed or filed by the Corporation under the Securities Laws has been so disclosed or filed.

- (h) The Purchaser is aware that the Securities and the Resulting Issuer Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state and that the Securities and Resulting Issuer Securities may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act or compliance with the requirements of an exemption from registration and it acknowledges that the Corporation and Pubco have no obligation or present intention of filing a registration statement under the U.S. Securities Act in respect of the Securities or Resulting Issuer Securities.
- (i) The Corporation is relying on an exemption from the requirement to provide the Purchaser with a prospectus under the Securities Laws and, as a consequence of acquiring the Subscription Receipts pursuant to such exemption:
 - (i) certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission or damages and certain statutory remedies against an issuer, underwriter, auditors, directors and officers that are available to investors who acquire securities offered by a prospectus, will not be available to the Purchaser;
 - (ii) the common law may not provide investors with an adequate remedy in the event that they suffer investment losses in connection with securities acquired in a private placement;
 - (iii) the Purchaser may not receive information that would otherwise be required to be given under the Securities Laws; and
 - (iv) the Corporation is relieved from certain obligations that would otherwise apply under the Securities Laws.
- (j) The Securities and the Resulting Issuer Securities, if issued in a certificated form, shall have attached to them applicable legends setting out resale restrictions under applicable Securities Laws in substantially the following form and with the necessary information inserted:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (i) [INSERT DISTRIBUTION DATE], AND (ii) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY."

The Purchaser acknowledges and understands that the Securities may be evidenced by a non-certificated issue in the records of the transfer agent of the Corporation on the Closing of the Offering. If the Corporation and the Agents elect to proceed in this manner, the Purchaser will not receive physical certificates representing their ownership. The Purchaser acknowledges that this shall constitute written notice of the legend restriction notation for the purposes of Subsection 2.5(2) of National Instrument 45-102 – *Resale of Securities*.

- (k) The Purchaser consents to the Corporation making a notation in its records or giving instructions to any transfer agent in order to implement the restrictions on transfer set forth and described herein.
- (l) The offer, issuance, sale and delivery of the Subscription Receipts is conditional upon such sale being exempt from the prospectus filing or registration requirements and the requirement to deliver an offering memorandum in connection with the distribution of the Subscription Receipts under the Securities Laws or upon the issuance of such orders,

consents or approvals as may be required to permit such sale without the requirement of filing a prospectus.

- (m) The Securities shall be subject to statutory resale restrictions under the Securities Laws of the province in which the Purchaser resides and under other applicable Securities Laws, and the Purchaser covenants that it will not resell the Securities except in compliance with such laws and the Purchaser acknowledges that it is solely responsible (and neither the Corporation nor the Agents are in any way responsible) for such compliance.
- (n) The Subscription Receipts shall not be transferable by the Purchaser or anyone acting on its behalf. The Purchaser's ability to transfer the Common Shares is limited by, among other things, applicable Securities Laws, and that in particular unless permitted under applicable Securities Laws, the holder of the Securities must not trade such Securities before the date which is four months and one day after the later of the Closing Date and the date the Corporation became a reporting issuer in any province or territory. It is the responsibility of the Purchaser to find out what the restrictions on the Purchaser's ability to resell the Securities are and to comply with them before selling such securities.
- (o) The Purchaser undertakes and agrees that it will not offer or sell any of the Securities or Resulting Issuer Securities in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirement is available.
- (p) The Purchaser, or if applicable, each person for whom it is contracting hereunder, acknowledges that it has not purchased the Subscription Receipts as a result of any general solicitation or general advertising, as such terms are defined in Regulation D under the 1933 Act, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (q) The Purchaser, or if applicable, each person for whom it is contracting hereunder, understands and acknowledges that none of the Corporation or the Resulting Issuer is obligated to file and has no present intention of filing with the United States Securities Exchange Commission or with any state securities administration any registration statement in respect of resales of any of the Securities or Resulting Issuer Securities.
- (r) The Purchaser, or if applicable, each person for whom it is contracting hereunder, understands and acknowledges that the Resulting Issuer (i) is under no obligation to be or to remain a "foreign issuer", as such term is defined in Rule 902 under the 1933 Act, (ii) may not, at the time the Purchaser sells the securities or at any other time, be a "foreign issuer," and (iii) may engage in one or more transactions which could cause the Corporation or the Resulting Issuer to not be a "foreign issuer." If the issuer of the security is not a foreign issuer at the time of any sale pursuant to Rule 904 of Regulation S, the certificate delivered to the buyer may continue to bear the applicable legend described above.
- (s) The address of the Purchaser at which the Purchaser received and accepted the offer to purchase the Subscription Receipts is the address listed as the "Purchaser's Address" on the second page of the Subscription Agreement.
- (t) The execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the Subscription Receipts and the completion of the transactions described herein by the Purchaser will not result in any material breach of, or be in conflict with or constitute a material default under, or create a

state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Purchaser, if applicable, the Securities Laws or any other laws applicable to the Purchaser, any agreement to which the Purchaser is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Purchaser.

- (u) Other than the Agents (and members of its selling groups), there is no person acting or purporting to act in connection with the transactions contemplated herein who is entitled to any brokerage or finder's fee payable by the Corporation. If any person establishes a claim that any fee or other compensation is payable by the Corporation in connection with this subscription for the Subscription Receipts, the Purchaser covenants to indemnify and hold harmless the Corporation and the Agents with respect thereto and with respect to all costs reasonably incurred in the defence thereof.
- (v) The Purchaser is not, with respect to the Corporation or any of its affiliates, a Control Person and the subscription hereunder and the conversion or deemed conversion of any securities of the Corporation, including the deemed conversion of the Subscription Receipts by the Purchaser will not create a new Control Person.
- (w) The Purchaser deals, and will continue to deal at all relevant times, at "arm's length" (within the meaning of the Tax Act) with the Corporation and is not a promoter of the Corporation.
- (x) If required by applicable Securities Laws or the Corporation or Pubco, the Purchaser will execute, deliver and file or assist the Corporation in filing such reports, undertakings and other documents with respect to the issue of the Securities and the Resulting Issuer Securities as may be required by any securities commission, stock exchange or other regulatory authority.
- (y) The Purchaser has been advised to consult its own legal advisors with respect to trading in the Securities and the Resulting Issuer Securities, and with respect to the hold periods imposed by the Securities Laws of the jurisdiction in which the Purchaser resides and other applicable securities laws, and acknowledges that no representation has been made, except as set forth herein, respecting the applicable hold periods imposed by the Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Purchaser (or others for whom it is contracting hereunder) to resell such securities, that the Purchaser (or others for whom it is contracting hereunder) is solely responsible to find out what these restrictions are, that the Purchaser is solely responsible (and neither the Corporation nor the Agents nor the US Affiliate are in any way responsible) for compliance with applicable resale restrictions and that the Purchaser is aware that it may not be able to resell such securities except in accordance with limited exemptions under the Securities Laws and other applicable securities laws.
- (z) Other than the Corporate Presentation, the Purchaser has not received or been provided with a prospectus, offering memorandum (within the meaning of the Securities Laws) or any sales or advertising literature in connection with the Offering or any document purporting to describe the business and affairs of the Corporation which has been prepared for review by prospective purchasers to assist in making an investment decision in respect of the Securities and the Resulting Issuer Securities and the Purchaser's decision to subscribe for the Subscription Receipts was not based upon, and the Purchaser has not relied upon, any oral or written representations as to facts made by or on behalf of the Corporation or the Agents except as set forth herein. The Purchaser's decision to subscribe for the Subscription Receipts was based solely upon this Subscription Agreement (including the Term Sheet attached as Schedule "A" hereto) and the representations, warranties, covenants and acknowledgements of the Corporation contained in the Agency Agreement (any such information not having been provided by

the Corporation and having been obtained by the Purchaser without independent investigation or verification by the Agents).

- (aa) Neither the Corporation nor the Agents nor any affiliate of the Corporation or the Agents has made any written or oral representations to the Purchaser (or any Disclosed Principal):
 - (i) that any person will resell or repurchase the Securities;
 - (ii) that any person will refund all or any part of the Subscription Amount other than as provided in this Subscription Agreement; or
 - (iii) as to the future price or value of the Securities.
- (bb) The Purchaser is not purchasing the Subscription Receipts with knowledge of any material information concerning the Corporation that has not been generally disclosed.
- (cc) The subscription for the Subscription Receipts has not been made through or as a result of, and the distribution of the Subscription Receipts is not being accompanied by any advertisement, including without limitation in printed public media, radio, television or telecommunications, including electronic display, or as part of a general solicitation, including any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (dd) The funds representing the Subscription Amount which will be advanced by the Purchaser to the Corporation hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**PCMLTFA**") and the Purchaser acknowledges that the Corporation may in the future be required by law to disclose the Purchaser's name and other information relating to this Subscription Agreement and the Purchaser's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of its knowledge none of the subscription funds to be provided by the Purchaser (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Purchaser. The Purchaser shall promptly notify the Corporation if the Purchaser discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith.
- (ee) The Purchaser is not a person or entity identified in the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*, the *United Nations Al-Qaida and Taliban Regulations*, the *Regulations Implementing the United Nations Resolution on the Democratic People's Republic of Korea*, the *Regulations Implementing the United Nations Resolution on Iran*, the *United Nations Cote d'Ivoire Regulations*, the *United Nations Democratic Republic of the Congo Regulations*, the *United Nations Liberia Regulations*, the *United Nations Sudan Regulations*, the *Special Economic Measures (Zimbabwe) Regulations* or the *Special Economic Measures (Burma) Regulations*, the *Special Economic Measures (Ukraine) Regulations*, the *Special Economic Measures (Russia) Regulations*, and the *Freezing Assets of Corrupt Foreign Officials Act* (collectively, the "**Trade Sanctions**"). The Purchaser acknowledges that the Corporation may in the future be required by law to disclose the name and other information of the Purchaser, if any, related to the acquisition of the Subscription Receipts hereunder, on a confidential basis, pursuant to the Trade Sanctions.
- (ff) The Purchaser, and any Disclosed Principal, has not received, nor does it expect to receive any financial assistance from the Corporation, directly or indirectly, in respect of the Purchaser's purchase of Securities.

- (gg) The Purchaser is responsible for obtaining such legal, tax and investment advice as it considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and the transactions (including the Business Combination) contemplated under this Subscription Agreement (including the resale and transfer restrictions referred to herein), and, without limiting the generality of the foregoing:
- (i) legal counsel to the Corporation is acting as counsel to the Corporation and not as counsel to the Purchaser;
 - (ii) legal counsel to the Agents is acting as counsel to the Agents and not as counsel to the Purchaser; and
 - (iii) the Agents are acting solely as the Corporation's agents in connection with the Offering and not as financial or investment advisors to the Purchaser or as agents of the Purchaser, except insofar as is necessary to deliver payment for the Subscription Receipts to the Corporation and deliver evidence of ownership of Subscription Receipts to the Purchaser after Closing.
- (hh) This offer to subscribe is made for valuable consideration and, after the acceptance hereof by the Corporation, may not be withdrawn, cancelled, terminated or revoked by the Purchaser without the consent of the Corporation.
- (ii) The Purchaser acknowledges that this Subscription Agreement and the Schedules (and any associated appendices, as applicable) attached hereto require the Purchaser to provide certain personal information to the Corporation. Such information is being collected by the Corporation, the Agents and the US Affiliate for the purposes of completing the Offering, which includes, without limitation, determining the Purchaser's eligibility to purchase the Subscription Receipts under the Securities Laws and other applicable securities laws, preparing and registering certificates representing the Subscription Receipts and, if applicable, the Common Shares, to be issued to the Purchaser and completing filings required by any stock exchange or securities regulatory authority. The Purchaser's personal information may be disclosed by the Corporation to: (a) stock exchanges or securities regulatory authorities including the securities commissions noted in Schedule "D", (b) the CRA or other taxing authorities, and (c) any of the other parties involved in the Offering, including legal counsel and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Purchaser is deemed to be consenting to the foregoing collection, use and disclosure of the Purchaser's personal information. The Purchaser also consents to the filing of copies or originals of any of the Purchaser's documents described herein as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. The Purchaser represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of each Disclosed Principal.
- (jj) The Purchaser, or if applicable, each person for whom it is contracting hereunder, understands and agrees that there may be material tax consequences in Canada, the United States and other jurisdictions to the Purchaser as a result of the acquisition, disposition or exercise of any of the Securities or the Resulting Issuer Securities (including, for greater certainty, with respect to the Business Combination); the Corporation and the Resulting Issuer do not give any opinion or make any representation with respect to the tax status of the Corporation or the Resulting Issuer or the consequences to the Purchaser under United States, state, local or foreign tax law of the Purchaser's acquisition or disposition or exercise of the Securities or the Resulting Issuer Securities (including, for greater certainty, with respect to the Business Combination), including whether the Resulting Issuer will at any given time be deemed a "passive

foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code.

- (kk) It is a U.S. person (as defined in Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. person and any partnership or corporation organized or incorporated under the laws of the United States) or is purchasing the Subscription Receipts on behalf of (as agent or otherwise), or for the account or benefit of, a person in the United States or a U.S. person.
- (ll) It, or if applicable, each person for whom it is contracting hereunder, is aware that the Securities and the Resulting Issuer Securities have not been and will not be registered under the 1933 Act or the securities laws of any state of the United States and that the sale contemplated hereby is being made in reliance on an available exemption from the registration requirements under the 1933 Act pursuant to Section 4(a)(2) thereof and/or Rule 506(b) thereunder solely to "accredited investors" as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the 1933 Act ("**U.S. Institutional Accredited Investors**") and to "qualified institutional buyers" as defined in Rule 144A(a)(1) under the 1933 Act ("**Qualified Institutional Buyers**") that also qualify as U.S. Institutional Accredited Investors and similar exemptions under state law. Accordingly, the Securities and the Resulting Issuer Securities will be "restricted securities" within the meaning of Rule 144 under the 1933 Act, and therefore may not be offered or sold by it, directly or indirectly, in the United States without registration under United States federal and state securities laws or pursuant to an available exemption from registration, except in compliance with the terms of this Subscription Agreement, and the Purchaser understands that the certificates representing the Securities and the Resulting Issuer Securities, if any, will contain a legend in respect of such restrictions which is set out below.
- (mm) It has no intention to distribute either directly or indirectly any of the Securities or the Resulting Issuer Securities in the United States, except in compliance with the U.S. Securities Act and applicable state securities laws.
- (nn) It, or if applicable, each person for whom it is contracting hereunder, agrees that if it decides to offer, sell or otherwise transfer any of the Securities, it will not offer, sell or otherwise transfer any of such securities, directly or indirectly, except: (A) to the Corporation, (B) outside the United States to a Person who is not a U.S. Person in accordance with an applicable exemption under the 1933 Act and in compliance with local laws.
- (oo) It, or if applicable, each person for whom it is contracting hereunder, agrees that if it decides to offer, sell or otherwise transfer any of the Resulting Issuer Securities, it will not offer, sell or otherwise transfer any of such securities, directly or indirectly, except: (A) to the Resulting Issuer, (B) outside the United States in accordance with Regulation S under the 1933 Act, and in compliance with applicable local laws and regulations, (C) inside the United States pursuant to the exemption from registration under the 1933 Act provided by Rule 144 thereunder, if available, or (D) in a transaction otherwise exempt from registration under the 1933 Act and, in any event, in compliance with any applicable state securities laws of the United States; prior to any transfer, the Resulting Issuer may require a legal opinion reasonably satisfactory to it that such transfer is exempt from registration under the 1933 Act and applicable state securities laws, and, in each instance, in compliance with any applicable state securities laws of the United States.
- (pp) It consents to the Corporation and the Resulting Issuer making a notation in its records or giving instructions to any transfer agent in order to implement the restrictions on transfer set forth and described herein.

- (qq) The Purchaser, or if applicable, each person for whom it is contracting hereunder, is a U.S. Institutional Accredited Investor or a Qualified Institutional Buyer that also qualifies as a U.S. Institutional Accredited Investor and is acquiring the Subscription Receipts as principal for its own account, and not with a view to any resale, distribution or other disposition of the Securities and the Resulting Issuer Securities, in violation of United States securities laws; and it has concurrently executed and delivered either Annex 1 or Annex 2 to Schedule "B", as applicable, attached hereto with this Subscription Agreement, which Schedule is incorporated into and forms a part of this Subscription Agreement, and the information contained therein is true and correct.
- (rr) Bank secrecy laws in the United States require financial institutions, including broker-dealers, to report to relevant authorities, including the Financial Crimes Enforcement Network (FinCEN), suspicious activities involving funds derived from an illegal activity. Accordingly, the purchase or sale of the Securities may be the subject a report to FinCEN or other regulatory agency if cannabis continues to be a Schedule I drug under the Controlled Substances Act.

7. Reliance on Purchaser's Representations, Warranties, Covenants and Acknowledgements.

The Purchaser acknowledges and agrees that the representations, warranties, covenants and acknowledgements made by the Purchaser in this Subscription Agreement (including the Schedules hereto) are made with the intention that they may be relied upon by the Corporation and the Agents as well as Pubco and the Resulting Issuer and their respective legal counsel in determining the Purchaser's eligibility (and if applicable, the eligibility of the Disclosed Principal) to purchase the Subscription Receipts. The Purchaser further agrees that by accepting the Subscription Receipts, the Purchaser shall be representing and warranting that such representations, warranties, acknowledgements and covenants are true as at the Closing Time with the same force and effect as if they had been made by the Purchaser at the Closing Time.

8. Representations, Warranties and Covenants of the Corporation, Cresco, Cresco Corp. and Pubco.

The Purchaser shall have the benefit of the representations, warranties and covenants made by the Corporation, Cresco, Cresco Corp. and Pubco to the Agents and set forth in the Agency Agreement. Such representations, warranties and covenants shall form an integral part of this Subscription Agreement and shall survive and continue in full force and effect for the benefit of the Purchaser in accordance with the Agency Agreement for a period of two (2) years following the Closing. The Corporation acknowledges that, in making its decision to invest in the Corporation, the Purchaser is relying solely on this Subscription Agreement, the Corporate Presentation and the representations, warranties, covenants and acknowledgements of the Corporation, Cresco, Cresco Corp. and Pubco contained in the Agency Agreement.

9. Survival of Representations, Warranties and Covenants of the Purchaser.

The representations, warranties and covenants of the Purchaser contained in this Subscription Agreement shall survive the Closing for a period of two (2) years and, notwithstanding such Closing or any investigation made by or on behalf of the Corporation or the Agents with respect thereto and notwithstanding any subsequent disposition by the Purchaser of any of the Subscription Receipts or the Subordinate Voting Shares shall continue in full force and effect for the benefit of the Corporation and the Agents following the Closing Date.

10. Survival of Representations, Warranties and Covenants of the Corporation, Cresco, Cresco Corp. and Pubco.

The representations, warranties and covenants of the Corporation, Cresco, Cresco Corp. and Pubco contained in this Subscription Agreement or incorporated by reference herein shall survive the Closing for a period of two (2) years and, notwithstanding such Closing or any investigation made by or on behalf of the Purchaser with respect thereto, shall continue in full force and effect for the benefit of the Purchaser and the Agents.

11. **Agents' Fee.** The Purchaser understands that, in connection with the Offering, the Agents will receive a cash fee equal to equal to 6.0% of the gross proceeds of the Offering (the "**Agents' Fee**"), provided that the Agents' Fee shall be reduced to 1.0% on any orders included on a president's list up to US\$7,500,000 (the "**President's List**"). If the Release Notice is not delivered prior to the Escrow Release Deadline and the Escrowed Proceeds are refunded to Purchasers, the unpaid balance of the Agents' Fee (and which forms part of the Escrowed Proceeds) will not be earned and will not be payable by the Corporation. 50% of the Agents' Fee shall be paid to the Agents on the Closing Date and the balance of the Agents' Fee shall be paid to the Agents on the date on which the Escrow Release is delivered.

In addition, the Corporation shall issue to the Agents that number of broker warrants as is equal to 3.0% of the number of Subscription Receipts sold pursuant to the Offering (the "**Broker Warrants**"), provided that no Broker Warrants shall be issued on any orders included on the President's List. Each Broker Warrant will be exercisable at any time prior to the date that is 24 months following the date on which the Release Notice is delivered to acquire one Subordinate Voting Share at the Subscription Price.

12. **Agents' Expenses.** The Corporation will pay, whether or not the Offering is completed, all of the costs of the Agents in connection with the Offering, including the reasonable fees of the Agents' counsel (up to an aggregate maximum amount of C\$250,000 for Canadian counsel and US\$100,000 for US counsel), as well as the out-of-pocket expenses in connection with due diligence and marketing meetings, as set out in the Agency Agreement (collectively, the "**Agents' Expenses**").
13. **Further Assurances.** Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.
14. **Gender and Number.** Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.
15. **Currency.** Unless otherwise specified, all dollar amounts in this Subscription Agreement, including the symbol "\$", are expressed in Canadian dollars.
16. **Subdivisions and Headings.** The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.
17. **Notices.**
- (a) Any notice, direction or other instrument required or permitted to be given to any party hereto shall be in writing and shall be sufficiently given if delivered personally, or transmitted by facsimile or electronic mail tested prior to transmission to such party, as follows:
- (i) in the case of the Corporation, to:
- Cresco Labs Finco Ltd.

c/o Bennett Jones LLP
3400 One First Canadian Place
Toronto, Ontario T2P 4K7

Attention: Aaron Sonshine

with a copy (which will not constitute notice) to:
Bennett Jones LLP
3400 One First Canadian Place
Toronto, Ontario T2P 4K7

Attention: Aaron Sonshine
Email: sonshinea@bennettjones.com

- (ii) in the case of the Purchaser, at the address specified on the second page hereof, with a copy to Canaccord, at:

Canaccord Genuity Corp.
161 Bay Street, Suite 3000
Toronto, ON M5J 2S1

Attention: Steve Winokur
Email: SWinokur@canaccordgenuity.com

and

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay St.
Toronto, ON M5H 1B9

Attention: Martin Langlois
Email: MLanglois@stikeman.com

- (b) Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted by fax, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.
- (c) Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

18. Time of the Essence. Time shall be of the essence of this Subscription Agreement and every part hereof.

19. Costs and Expenses. Subject to the Agency Agreement and Sections 11 and 12 hereof, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Subscription Agreement and the transactions herein contemplated shall be paid and borne by the party incurring such costs and expenses.

20. **Applicable Law.** This Subscription Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such Province.
21. **Entire Agreement.** Except as contemplated hereby with respect to the Agency Agreement, this Subscription Agreement, including the Schedules hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as aforesaid. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.
22. **Counterparts.** This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Subscription Agreement. Counterparts may be delivered either in original, faxed or PDF form and the parties adopt any signatures received by a PDF or receiving fax machine as original signatures of the parties. If less than a complete copy of this Subscription Agreement is delivered to the Corporation and the Agents, the Corporation and the Agents and their respective advisors are entitled to assume that the Purchaser accepts and agrees to all of the terms and conditions of the pages not delivered, unaltered.
23. **Assignment.** This Subscription Agreement may not be assigned by either party except with the prior written consent of the other party hereto.
24. **Enurement.** This Subscription Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.
25. **Language.** It is the express wish of the Purchaser that this Subscription Agreement and any related documentation be drawn up in English only. Il est de la volonté expresse du souscripteur que la convention de souscription ainsi que tout document connexe soient rédigés en langue anglaise uniquement.
26. **Severability.** If any provision of this Subscription Agreement is determined to be void or unenforceable in whole or in part, it will be deemed not to affect or impair the validity of any other provision of this Subscription Agreement and such void or unenforceable provision will be severable from this Subscription Agreement.

SCHEDULE "A"

The proposed terms and conditions summarized herein are provided for discussion purposes only and do not constitute an offer, agreement or commitment by the Issuer to issue or sell any securities. This term sheet is to be held confidential and its terms may not be shared with outside parties, other than your legal and financial advisors.

These securities have not been and will not be registered under the United States Securities Act of 1933, as amended, (the "U.S. Securities Act") or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, any "U.S. person" (as such term is defined in Regulation S under the U.S. Securities Act) unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from registration is available.

NOT FOR GENERAL SOLICITATION INTO THE UNITED STATES.

Term Sheet



Cresco Labs Finco Ltd. Treasury Offering of Subscription Receipts

Issuer:	Cresco Labs Finco Ltd. (the " Issuer "), a special purpose, British Columbia corporation created by Cresco Labs, LLC.
Type of Transaction:	Treasury offering private placement of up to 11,500,000 subscription receipts (the " Initial Subscription Receipts ") on a best efforts agency basis (the " Offering ").
Amount of Offering:	Up to US\$75.0 million (US\$86.3 if the Agents' Option (as defined below) is exercised in full).
Issue Price:	C\$8.50 per Initial Subscription Receipt (the " Issue Price ") based on a fully-diluted pre-Offering equity valuation of US\$1.8 billion. ²
Agent's Option:	The Issuer has granted the Agents an option (the " Agents' Option ") to arrange for the sale, on a best efforts agency basis, of up to such number of additional subscription receipts of the Issuer as is equal to 15% of the Initial Subscription Receipts (together with the Initial Subscription Receipts, the " Subscription Receipts "), at the Issue Price. The Agents' Option is exercisable at any time up to 48 hours prior to the Closing Date (as defined below).
Subscription Receipts:	Each Subscription Receipt will, following the completion of the Offering and the satisfaction of the Escrow Release Conditions (as defined below), entitle the holder to receive, without payment of additional consideration or taking of further action, one common share in the capital of the Issuer (each, a " Common Share " and collectively, the " Common Shares "), which will be exchanged for one Subordinate Voting Share in the capital of the Resulting Issuer (as defined below) in the RTO Transaction (as defined below).

² Assuming USD:CAD exchange rate of 1.300.

RTO Transaction:

The Issuer, together with Cresco Labs, LLC, intends to complete a reverse take-over (the "**RTO Transaction**") of Randsburg International Gold Corp. (the "**Shell**"), an unlisted Canadian reporting issuer, pursuant to which, among other things, the following will occur:

- (a) Subscription Receipts will be converted into Common Shares upon satisfaction of the Escrow Release Conditions;
- (b) Shell, a newly formed Canadian subsidiary of Shell ("**SubCo**") and the Issuer will enter into an amalgamation agreement pursuant to which the Issuer's shareholders, being the former holders of the Subscription Receipts, will receive subordinate voting common shares of Shell (each, a "**Subordinate Voting Share**" and collectively, the "**Subordinate Voting Shares**"), and the Issuer and Subco will amalgamate to form a resulting entity, "**Amalco**";
- (c) Amalco will be dissolved and liquidated, pursuant to which all of the assets of Amalco (including the cash proceeds of the Offering) will be distributed to Shell; and
- (d) Resulting Issuer's shares will be listed on the Canadian Securities Exchange (the "**Exchange**").

Immediately following completion of the RTO Transaction, the Shell will change its name to "Cresco Labs Inc." (the "**Resulting Issuer**"), or such other name as determined by the directors of the Resulting Issuer.

Capitalization:

The Resulting Issuer will be authorized to issue an unlimited number of Subordinate Voting Shares, an unlimited number of Super Voting Shares and an unlimited number of Proportionate Voting Shares.

Super Voting Shares will be issued for nominal consideration to certain principals of the Resulting Issuer (the "**Principals**") (representing, in aggregate, upon closing of the RTO Transaction, approximately 77.5% voting control). The Super Voting Shares are not entitled to dividends and may not be transferred by the holder except to certain permitted affiliates. In the event that a Principal disposes 50% or more of the direct or indirect equity interests in the Resulting Issuer which it holds upon closing of the RTO, the Resulting Issuer shall immediately redeem or repurchase for cancellation the Super Voting Shares held by such Principal at a redemption price equal to the original issue price.

The Proportionate Voting Shares will be issued to U.S. holders of the Resulting Issuer (which may include the Principals) in order to minimize the proportion of the outstanding voting securities of the Resulting Issuer that are held by "U.S. persons" for purposes of determining whether the Resulting Issuer is a "foreign private issuer" for purposes of United States securities laws. Each Proportionate Voting Share is convertible at any time, subject to certain limitations to be specified in the articles of the Resulting Issuer, into 200 Subordinate Voting Shares (subject to change, depending upon ratios necessary to preserve foreign private issuer status) and entitled to 200 votes per Proportionate Voting Share (representing one vote per Subordinate Voting Share into which it is convertible) at meetings of shareholders (other than certain class

votes). Proportionate Voting Shares are entitled to dividends equivalent to dividends paid on Subordinate Voting Shares on an as-converted basis and, subject to the rights of holders of any shares ranking in priority, to participate rateably on an as-converted basis with holders of Subordinate Voting Shares upon the liquidation or winding-up of the Resulting Issuer.

Each Subordinate Voting Share is entitled to one vote at meetings of shareholders (other than certain class votes). Subordinate Voting Shares are entitled to dividends if, as and when declared by the Board of the Resulting Issuer. Subordinate Voting Shares shall, subject to the rights of holders of any shares ranking in priority, be able to participate rateably upon the liquidation or winding-up of the Resulting Issuer.

Jurisdictions:

The Offering will be offered for purchase and sale (i) to investors in Canada on a private placement basis; (ii) to institutional accredited investors in the U.S. pursuant to available exemptions from registration under the U.S. Securities Act of 1933, as amended; and (iii) to investors resident in jurisdictions outside of Canada and the U.S., in each case in accordance with all applicable laws; provided that no prospectus, registration statement or similar document is required to be filed in such foreign jurisdiction.

Escrowed Proceeds:

The gross proceeds from the sale of the Subscription Receipts, less (i) the Agents' expenses in connection with the Offering accrued at that time (including legal fees, disbursements and applicable taxes) ("**Agents' Expenses**"), and (ii) 50% of the Agency Fee (as defined below), will be deposited into escrow on the Closing Date (the "**Escrowed Proceeds**") with Odyssey Trust Company or another escrow agent mutually acceptable to the Agents and the Issuer (the "**Subscription Receipt Agent**") and invested in an interest bearing account (the Escrowed Proceeds, together with all interest and other income earned pending satisfaction of the Escrow Release Conditions, are referred to as the "**Escrowed Funds**"), pursuant to the terms and conditions of a subscription receipt agreement to be entered into on the Closing Date among the Issuer, the Co-Lead Agents and the Subscription Receipt Agent (the "**Subscription Receipt Agreement**").

The remaining balance of the Agency Fee (as defined below) and any remaining Agents' Expenses accrued at the time the Escrowed Funds are released from escrow, will be released to the Agents out of the Escrowed Funds and the balance of Escrowed Funds will be released from escrow to the Issuer upon the satisfaction of the following conditions (collectively, the "**Escrow Release Conditions**"):

- (a) ancillary agreements regarding the RTO Transaction (the "**Ancillary Agreements** ") shall have been entered into by the Issuer and the Shell (and certain affiliates thereof) in accordance with the terms of the letter agreement entered into between the Shell and Cresco Labs, LLC dated October 9, 2018 (the "**Letter Agreement**");
- (b) the completion or satisfaction by the Issuer and the Shell of all conditions precedent to the RTO Transaction in accordance with the terms of the Letter Agreement and Ancillary Agreements, without amendment or waiver, unless such amendment or waiver is acceptable to the Co-Lead Agents, acting reasonably;

- (c) the Subordinate Voting Shares of the Resulting Issuer being approved for listing on the Exchange;
- (d) the receipt of all regulatory, shareholder and third-party approvals, if any, required in connection with the RTO Transaction;
- (e) the receipt by the Co-Lead Agents of federal US securities law and Ohio, Pennsylvania and Illinois state regulatory law opinions from the Issuer's counsel, in form satisfactory to the Co-Lead Agents and their counsel, acting reasonably, and subject to customary and appropriate assumptions and qualifications;
- (f) the Issuer shall not be in breach or default of any of its covenants and obligations under the Subscription Receipt Agreement or the agency agreement to be signed in respect of the Offering (the "**Agency Agreement**"), except (in the case of the Agency Agreement only) for those breaches or defaults that have been waived by the Co-Lead Agents and all conditions set out in the Agency Agreement shall have been fulfilled, which shall all be confirmed to be true in a certificate of a senior officer of the Issuer; and
- (g) the delivery of the release certificate to the Escrow Agent in accordance with the terms of the Subscription Receipt Agreement.

If (i) the Escrow Release Conditions are not satisfied on or before the date that is 120 days following the Closing Date, unless extended in accordance with the terms of the Subscription Receipt Agreement (the "**Escrow Deadline**"), or (ii) prior to the Escrow Deadline, the Issuer advises the Agents or announces to the public that it does not intend to complete the RTO Transaction prior to the Escrow Deadline or the Definitive Agreement is terminated (any such event being a "**Termination**"), holders of the Subscription Receipts shall, commencing at 12:00 p.m. (EST) on the third business day following the date on which the Termination occurs, be entitled to receive from the Escrow Agent and the Escrow Agent shall pay to each holder of Subscription Receipts an amount equal to the Issue Price for each Subscription Receipt plus a pro rata share of interest earned thereon, and all of the Subscription Receipts shall be cancelled. If the amount of the Escrowed Funds, including all interest thereon, would not be sufficient to satisfy any such payment then, pursuant to the Subscription Receipt Agreement, the Issuer will be required to deposit an additional amount, sufficient to satisfy the shortfall, with the Subscription Receipt Agent prior to the time at which the payment is required.

Use of Proceeds:

The net proceeds from the Offering shall be used by the Resulting Issuer to finance development costs, strategic license acquisitions and general corporate expenses.

Listing:

The Issuer is not a reporting issuer in any province or territory in Canada and its securities are not listed on any stock exchange. In connection with the completion of the RTO Transaction, the Subordinate Voting Shares of the Resulting Issuer (including those issued in exchange for the Common Shares issuable upon exercise of the Subscription Receipts) will be listed on the Exchange (the "**Listing**").

The Subscription Receipts will not be, and no other securities of the Issuer currently are, listed on any stock exchange.

Agents: Canaccord Genuity Corp. and GMP Securities L.P. will act as co-bookrunners and co-lead agents to the Offering (and together with a syndicate of agents, the “**Agents**”).

Fees: The Issuer shall pay to the Agents a cash fee (the “**Agency Fee**”) equal to 6.0% of the gross proceeds of the Offering, provided that the Agency Fee shall be reduced to 1.0% on any orders included on a president’s list up to US\$7.5 million. 50% of the Agency Fee shall be paid to the Agents on the Closing Date and the balance of the Agency Fee shall be paid to the Agents on the Escrow Release Date.

In addition, the Issuer shall issue to the Agents that number of broker warrants as is equal to 3.0% of the number of Subscription Receipts sold pursuant to the Offering (the “**Broker Warrants**”), provided that no Broker Warrants shall be issued on any orders included on a president’s list up to US\$7.5 million. Each Broker Warrant will be exercisable at any time prior to the date that is 24 months following the date the Escrow Release Conditions are satisfied (the “**Escrow Release Date**”) to acquire one Subordinate Voting Share of the Resulting Issuer at the Issue Price. 50% of the Agency Fee shall be paid to the Agents on the Closing Date and the balance of the Agency Fee shall be paid to the Agents on the Escrow Release Date. In the event a Termination occurs on or before the Escrow Deadline, the Broker Warrants shall thereafter be void and of no further force and effect.

Upon completion of the RTO Transaction, the Broker Warrants shall be exchanged for economically equivalent broker warrants of the Resulting Issuer.

Standstill: Cresco Labs, LLC, the Issuer and the Resulting Issuer will be subject to standstill provisions in respect of the issuance of additional securities for a period of 180 days after Closing Date, subject to certain customary exceptions.

Lock-Up: The Issuer agrees that it will cause (i) certain shareholders and (ii) each of its executive officers and directors, to enter into an agreement in favour of the Agents prior to or concurrently with the execution of the agency agreement to be executed between the Issuer and the Agents in respect of the Offering, pursuant to which each of such individuals will agree not to, directly or indirectly, offer, issue, sell, grant, secure, pledge, or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form of agreement the consequence of which is to alter economic exposure to, or announce any intention to do so, in any equity securities of Cresco Labs, LLC, the Issuer or the Resulting Issuer held by such individuals until the date which is 180 days following the Escrow Release Date, subject to certain exceptions to be set out in the relevant lock up agreements.

Eligibility: The Subscription Receipts will not be qualified investments under the *Income Tax Act* (Canada) for trusts governed by RRSPs, RRRIFs, DPSPs, RESPs and TFSAs (collectively, “**registered plans**”). The Subordinate Voting Shares issued pursuant to the RTO Transaction will be qualified investments under the *Income Tax Act* (Canada) for registered plans at a particular time provided that, at that time: either (a) the Subordinate Voting Shares are listed on the Exchange, or (b) the Resulting Issuer is a “public corporation” for purposes of the *Income Tax Act* (Canada).

Closing Date:

On or about November 26, 2018.

SCHEDULE "B"
ANNEX 1 - U.S. INSTITUTIONAL ACCREDITED INVESTOR CERTIFICATE

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.

TO: Cresco Labs Finco Ltd. (the "Corporation")

AND TO: Randsburg International Gold Corp. ("Pubco")

AND TO: Canaccord Genuity Corp. and GMP Securities L.P., Cormark Securities Inc., Beacon Securities Limited (collectively, the "Agents")

AND TO: Canaccord Genuity, LLC and Griffiths McBurney Corp. (the "US Affiliates")

Reference is made to the subscription agreement between the Corporation and the undersigned (referred to herein as the "**Purchaser**") dated as of the date hereof (the "**Subscription Agreement**"). Upon execution of this U.S. Accredited Investor Certificate by the Purchaser, this U.S. Accredited Investor Certificate shall be incorporated into and form a part of the Subscription Agreement.

Terms not otherwise defined herein have the meanings attributed to them in the Subscription Agreement. All monetary references are in United States dollars.

In connection with the purchase by the Purchaser of subscription receipts of the Corporation ("**Subscription Receipts**"), the Purchaser represents, warrants and covenants (on its own behalf and, if applicable, on behalf of those for whom the Purchaser is contracting under the Subscription Agreement) and certifies to the Corporation, the Agents and the US Affiliates (and acknowledges that the Corporation, the Agents, the US Affiliates and their respective counsel are relying thereon) that:

- (1) it is authorized to consummate the subscription for the Subscription Receipts in the Offering and has the necessary power and authority to execute and deliver the Subscription Agreement and this U.S. Institutional Accredited Investor Certificate and to perform the covenants and obligations thereunder and hereunder, and has taken all necessary action in respect of them;
- (2) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Subscription Receipts, the Common Shares, and the Subordinate Voting Shares and it is able to bear the economic risks of such investment and is able, without impairing its financial condition, to hold the Subscription Receipts, the Common Shares, and the Subordinate Voting Shares, as applicable, for an indefinite period of time and to bear the economic risks, and withstand a complete loss of such investment;
- (3) it is aware that the Subscription Receipts, the Common Shares, and the Subordinate Voting Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and that the distribution of the Subscription Receipts in the United States is being made in reliance on an available exemption from the registration requirements of the U.S. Securities Act to institutional "accredited investors" within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D;
- (4) it (i) is an "accredited investor" within the meaning of Rule 501(a) 501(a)(1), (2), (3) or (7) of Regulation D under the U.S. Securities Act and is acquiring the Subscription Receipts, the Common Shares, and the Subordinate Voting Shares, as applicable, for its own account or for the account of one or more institutional "accredited investors" with respect to which it exercises sole investment discretion ("**Beneficial Purchaser**"), and not with a view to resale, distribution or other disposition of any of the Subscription Receipts, the Common Shares, and the Subordinate Voting Shares in violation of United States federal or state securities laws and (ii) satisfies one or more of the categories indicated below (please place an "X" and initial on the appropriate line or lines and, if there is a Beneficial Purchaser, the Purchaser must mark "P" beside the category

applicable to the Purchaser and "BP" beside the category applicable to the Beneficial Purchaser), and is:

_____ Category 1. A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or

_____ Category 2. A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or;

_____ Category 3. A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended; or;

_____ Category 4. An insurance company as defined in Section 2(13) of the U.S. Securities Act; or

_____ Category 5. An investment company registered under the United States Investment Company Act of 1940, as amended; or

_____ Category 6. A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940, as amended; or

_____ Category 7. A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States Small Business Investment Act of 1958, as amended; or

_____ Category 8. A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S. \$5,000,000; or

_____ Category 9. An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974 in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of U.S. \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or

_____ Category 10. A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended; or

_____ Category 11. An organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S. \$5,000,000; or

_____ Category 15. A trust, with total assets in excess of U.S. \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act.

- (5) it understands and acknowledges that the Subscription Receipts, the Common Shares, and the Subordinate Voting Shares, as applicable, are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act, and it agrees that if it decides to offer, sell, pledge or otherwise transfer any of the Subscription Receipts, the Common Shares, and the Subordinate Voting Shares, as applicable, directly or indirectly, it will not offer, sell, pledge or otherwise transfer any of such securities, directly or indirectly, other than in compliance with any restrictive legend imprinted thereon and pursuant to an available exemption from the registration

requirements under the U.S. Securities Act and the securities laws of all applicable states of the United States or the U.S. Securities and Exchange Commission has declared effective a registration statement in respect of such securities.

- (6) it understands and acknowledges that certificates representing the Subscription Receipts and the Common Shares distributed to the Purchaser, and all certificates issued in exchange for or in substitution of such certificates, will bear the following legend upon the original issuance and until the legend is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws:

"THE SECURITIES REPRESENTED HEREBY [**For Subscription Receipts and Common Shares: AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF**] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, AGREES FOR THE BENEFIT OF CRESCO LABS FINCO LTD. (THE "CORPORATION") THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION OR (B) OUTSIDE THE UNITED STATES PERSON TO A PERSON WHO IS NOT A U.S. PERSON IN ACCORDANCE WITH AN APPLICABLE EXEMPTION UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

- (7) if the Purchaser is a U.S. Person, it understands and acknowledges that certificates representing the Subordinate Voting Shares and all certificates issued in exchange for or in substitution of such certificates, will bear the following legend upon the original issuance and until the legend is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, AGREES FOR THE BENEFIT OF CRESCO LABS FINCO LTD. (THE "CORPORATION") THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) PURSUANT TO THE EXEMPTIONS FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OF THE UNITED STATES; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS OF THE UNITED STATES AND, IN THE CASE OF PARAGRAPH (C) OR (D) ABOVE, OR IF OTHERWISE REQUIRED BY THE CORPORATION, THE SELLER HAS FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

provided, that if any of the Subordinate Voting Shares are being sold in accordance with Rule 904 of Regulation S, the legend may be removed by providing a declaration to the registrar and

transfer agent in the form attached as Appendix A hereto (or such other form as the Resulting Issuer may prescribe from time to time), together with any other evidence, which may include an opinion of counsel of recognized standing reasonably satisfactory to the Resulting Issuer, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act; *provided further*, that if any of the Subordinate Voting Shares are being sold pursuant to Rule 144 under the U.S. Securities Act, the legend may be removed by delivery to the Resulting Issuer and the Resulting Issuer's transfer agent of an opinion of counsel of recognized standing in form and substance satisfactory to the Resulting Issuer, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

- (8) it consents to the Corporation and the Resulting Issuer making a notation on its records or giving instructions to its transfer agent, as applicable, in order to implement the restrictions on transfer set forth and described herein;
- (9) it has decided to subscribe for the Subscription Receipts based solely on the Purchaser's independent investigation and evaluation of the Corporation and its assets and the Purchaser has had access to all materials, books and records and documents relating to the Corporation as the Purchaser has desired;
- (10) it has been provided an opportunity to ask questions of, and receive answers from, authorized representatives of the Corporation concerning the Corporation, the Resulting Issuer, the Subscription Receipts, the Common Shares, and the Subordinate Voting Shares, and the terms of the Offering and that any request for such information has been complied with to the Purchaser's satisfaction and that it has had the opportunity to consult with its legal and tax advisors with regards thereto;
- (11) it understands and acknowledges that the Corporation and the Resulting Issuer are not obligated to file and have no present intention of filing with the SEC or with any state securities administrator any registration statement under the U.S. Securities Act with respect to any of the Subscription Receipts, the Common Shares, and the Subordinate Voting Shares;
- (12) it acknowledges that purchasing, holding and disposing of any of the Subscription Receipts, the Common Shares, and the Subordinate Voting Shares may have tax consequences under the laws of both Canada and the United States, and that it is solely responsible for determining the tax consequences of investment in such securities;
- (13) it understands and acknowledges that no agency, governmental authority, regulatory body, stock exchange or other entity (including, without limitation, the SEC or any state securities commission) has made any finding or determination as to the merit of investment in, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to, any of the Subscription Receipts, the Common Shares, and the Subordinate Voting Shares;
- (14) if required by applicable securities legislation, regulatory policy or order or by any securities commission, stock exchange or other regulatory authority, it will execute, deliver and file and otherwise assist the Corporation in filing reports, questionnaires, undertakings and other documents with respect to the issuance of the securities;
- (15) it represents and warrants that (i) the funds representing the Subscription Amount which will be advanced by the Purchaser for the subscription for the Subscription Receipts in the Offering will not represent proceeds of crime for the purposes of the United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (the "**PATRIOT Act**"), and the Purchaser acknowledges that the Corporation, the Agents and/or any of their respective affiliates in the United States may in the future be required by law to disclose the Purchaser's name and other information relating to the Subscription Agreement and the undersigned's subscription hereunder, on a confidential basis, pursuant to the PATRIOT Act, and (b) no portion of the Subscription Amount to be provided by the Purchaser (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States

of America, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity that has not been identified to or by the Purchaser; and the Purchaser shall promptly notify the Agents, the Corporation and their respective affiliates in the United States if the Purchaser discovers that any of such representations ceases to be true and provide the Agents, the Corporation and any of their respective affiliates in the United States with appropriate information in connection therewith;

- (16) if the Purchaser is a U.S. Person, it understands and acknowledges that (i) if the Resulting Issuer is deemed to have been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for resales of the Subordinate Voting Shares, and (ii) the Resulting Issuer is not obligated to make Rule 144 under the U.S. Securities Act available for resales of such securities;
- (17) represents and warrants that the offer, sale and issuance of the securities is not a transaction, or part of a chain of transactions which, although in technical compliance with an available exemptions under the U.S. Securities Act, is part of a plan or scheme to evade the registration requirements of the U.S. Securities Act;
- (18) acknowledges that the Purchaser and any Disclosed Principal has not purchased the Subscription Receipts as a result of any form of "general solicitation" or "general advertising" (as such terms are defined in Regulation D under the U.S. Securities Act) including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over the Internet, radio, or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (19) It understands and acknowledges that the financial statements of the Resulting Issuer have been or will be prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;
- (20) The undersigned is aware that its ability to enforce civil liabilities under the United States federal securities laws may be affected adversely by, among other things: (i) the fact that the Corporation and the Resulting Issuer are organized under the laws of Canada; (ii) some or all of the Corporation's and the Resulting Issuer's directors and officers may be residents of countries other than the United States; and (iii) all or a substantial portion of the assets of the Corporation and the Resulting Issuer and such persons may be located outside the United States; and
- (21) it understands and acknowledges that it is making the representations, warranties and agreements contained herein with the intent that they may be relied upon by the Corporation, Pubco, the Agents and their respective affiliates in the United States in determining its eligibility or (if applicable) the eligibility of others on whose behalf it is contracting hereunder to subscribe for the Subscription Receipts.

By executing this U.S. Institutional Accredited Investor Certificate, the Purchaser represents and warrants that the foregoing representations and warranties are true at the Closing Time on the Closing Date with the same force and effect as if they had been made by it at the Closing Time on the Closing Date and that they shall survive the subscription by it of the Subscription Receipts and shall continue in full force and effect notwithstanding any subsequent disposition by the undersigned of the Subscription Receipts.

The Purchaser undertakes to notify the Corporation, Pubco, the Agents and the US Affiliates of any change in any representation, warranty or other information set forth herein which takes place prior to the Closing Time on the Closing Date.

The Purchaser also undertakes to notify the Corporation, Pubco, the Agents and the US Affiliates of any change in any representation, warranty or other information set forth herein which takes

place prior to the completion of the Business Combination and the Purchaser's receipt of the Resulting Issuer Securities.

Date: _____.

Print name of Purchaser

By: _____

Print Name: _____

Title: _____

If the Purchaser is an investment company, fill in below:

Print name of investment adviser

SCHEDULE "B"

Annex 2 - QUALIFIED INSTITUTIONAL BUYER INVESTMENT LETTER

Subscribers that are Qualified Institutional Buyers must review and complete the following Qualified Institutional Buyer Investment Letter:

- TO: Cresco Labs Finco Ltd. (the "Corporation")**
- AND TO: Randsburg International Gold Corp. ("Pubco")**
- AND TO: Canaccord Genuity Corp. and GMP Securities L.P., Cormark Securities Inc., Beacon Securities Limited (collectively, the "Agents")**
- AND TO: Canaccord Genuity, LLC and Griffiths McBurney Corp. (the "US Affiliates")**

In connection with its agreement to purchase of subscription receipts (the "**Subscription Receipts**" and, collectively with the underlying Common Shares, the "**Securities**") of the Corporation, the undersigned acknowledges, represents to and agrees with the Corporation and the US Affiliates as follows. Capitalized terms used herein and not defined herein will have the meanings ascribed thereto in the accompanying subscription agreement between the Corporation and the undersigned dated as of the date thereof and executed and delivered by the undersigned concurrently herewith (the "**Subscription Agreement**").

- (a) It is an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the U.S. Securities Act (an "Institutional Accredited Investor") and a Qualified Institutional Buyer and is authorized to consummate the purchase of the Subscription Receipts.
- (b) It is aware that the Securities and the Resulting Issuer Securities have not been and will not be registered under the U.S. Securities Act or any state securities or "blue sky" laws, and that the offer and sale of the Subscription Receipts to it are being made in reliance upon Section 4(a)(2) of the U.S. Securities Act and/or Rule 506(b) of Regulation D and similar registration exemptions under applicable state securities or "Blue Sky" laws.
- (c) It is acquiring the Securities and the Resulting Issuer Securities for its own account or for the account of one or more Qualified Institutional Buyer(s) who also satisfy the definition of an Institutional Accredited Investor with respect to which it exercises sole investment discretion and not with a view to any resale, distribution or other disposition of the Securities in violation of United States federal or state securities laws.
- (d) It acknowledges that it has not purchased the Subscription Receipts as a result of any "directed selling efforts" (as defined in Regulation S under the U.S. Securities Act) or any "general solicitation" or "general advertising" (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio, television or on the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (e) It is not an "affiliate" (as defined in Rule 144 under the U.S. Securities Act) of the Corporation or Pubco and will not be an affiliate of the Resulting Issuer and is not acting on behalf of an affiliate of the Corporation or Pubco and will not act on behalf of an affiliate of the Resulting Issuer .
- (f) It understands and acknowledges that the Securities acquired by it in the United States will be considered "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act ("Restricted Securities"). To induce the Corporation to issue the Subscription Receipts to the Subscriber electronically with a restricted CUSIP without a U.S. Securities Act restrictive legend, the Subscriber represents, warrants and covenants to the Corporation as follows: (i) if in the

future it decides to offer, sell, pledge, or otherwise transfer, directly or indirectly, any of the Securities it will do so only: (A) to the Corporation (though the Corporation is under no obligation to purchase any such securities) or (B) outside the United States to a Person that is not a U.S. Person and in compliance with applicable local laws or regulations; and (ii) for as long as the Securities constitute Restricted Securities, it will not deposit any of such securities into the facilities of the Depository Trust Company, or a successor depository within the United States, or arrange for the registration of any of the Securities with Cede & Co. or any successor thereto; and.

- (g) It understands and acknowledges that the Resulting Issuer Securities acquired by it in the United States will be considered Restricted Securities. To induce the Resulting Issuer to issue the Subscription Receipts to the Subscriber without a U.S. Securities Act restrictive legend, the Subscriber represents, warrants and covenants to the Resulting Issuer as follows (collectively, the "**Restricted Security Agreements**"): (i) if in the future it decides to offer, sell, pledge, or otherwise transfer, directly or indirectly, any of the Resulting Issuer Securities it will do so only: (A) to the Resulting Issuer (though the Resulting Issuer is under no obligation to purchase any such securities) or (B) outside the United States in accordance with Rule 904 of Regulation S and in compliance with applicable local laws or regulations; (ii) the Resulting Issuer Securities will not be offered, sold, pledged or otherwise transferred, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. Persons; (iii) it will cause any CDS Clearing and Depository Services Inc. ("CDS") participant holding the Resulting Issuer Securities on its behalf and the beneficial purchaser of the Resulting Issuer Securities to comply with the Restricted Security Agreements; and (iv) for as long as the Resulting Issuer Securities constitute Restricted Securities, it will not deposit any of such securities into the facilities of the Depository Trust Company, or a successor depository within the United States, or arrange for the registration of any of the Securities with Cede & Co. or any successor thereto; and.
- (h) It understands and acknowledges that the Securities and the Resulting Issuer Shares, if not represented by certificates that bear a U.S. restrictive legend or identified by a restricted CUSIP number, will be so issued in reliance on the representations, warranties and covenants contained herein, including the Restricted Security Agreements set forth above.
- (i) It has implemented, or shall immediately implement, appropriate internal controls and procedures to ensure that the Resulting Issuer Securities shall be properly identified in its records as Restricted Securities that are subject to the transfer restrictions set forth herein notwithstanding the absence of a U.S. restrictive legend or a restricted CUSIP. The representative of the undersigned whose signature appears below confirms that he or she has informed the appropriate legal or compliance personnel within their organization regarding the matters set forth in this paragraph.
- (j) It understands and acknowledges that the Corporation is not obligated to file, and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities regulatory authority any registration statement in respect of resales of the Securities.
- (k) It understands and acknowledges that the financial statements of the Resulting Issuer have been or will be prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies.
- (l) It acknowledges that it has been independently advised as to, or acknowledges that it is aware, and understands that the acquisition, holding and disposition of the Securities and the Resulting Issuer Securities may have tax consequences under the laws of both the United States and Canada, confirms that no representation has been made to it by or on behalf of the Corporation or the Resulting Issuer with respect thereto, and acknowledges and understands that it is its sole

responsibility to determine and assess such tax consequences as may apply to its particular circumstances.

- (m) The undersigned represents and warrants that (a) the funds representing the subscription price for the Subscription Receipts which will be advanced by it to the Corporation will not represent proceeds of crime for the purposes of the United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act (the "**PATRIOT Act**"), and it acknowledges that the Corporation may in the future be required by law to disclose its name and other information relating to the Offering and the its subscription hereunder, on a confidential basis, pursuant to the PATRIOT Act, and (b) no portion of the subscription price to be provided by it (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity that has not been identified to or by it, and it shall promptly notify the Corporation if it discovers that any of such representations ceases to be true and provide the Corporation with appropriate information in connection therewith.
- (n) The undersigned is aware that its ability to enforce civil liabilities under the United States federal securities laws may be affected adversely by, among other things: (i) the fact that the Corporation and the Resulting Issuer are organized under the laws of Canada; (ii) some or all of the Corporation's and the Resulting Issuer's directors and officers may be residents of countries other than the United States; and (iii) all or a substantial portion of the assets of the Corporation and the Resulting Issuer and such persons may be located outside the United States.
- (o) The undersigned understands and acknowledges that no offering document or prospectus has been, nor will be, prepared in connection with the offering of the Securities and the issuance of the Resulting Issuer Securities and has conducted its own investigation. The Corporation has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Corporation and the Resulting Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities and the Resulting Issuer Securities and that any answers to questions and any request for information have been complied with to the undersigned's satisfaction. The undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating independently the merits and risks of its investment and it, and any account for which it is acting, is able to bear the economic risk of loss of its investment in the Securities and the Resulting Issuer Securities.
- (p) The office or other address of the undersigned at which the undersigned received and accepted the offer to purchase the Subscription Receipts is the address listed as the "Purchaser's Address" in the Subscription Agreement.
- (q) The provisions of this Qualified Institutional Buyer Investment Letter will be true and correct as of the date of execution of the Subscription Agreement, as of the Closing Date and as of the date of the exchange of the Common Shares for the Subordinate Voting Shares and will survive after the date of execution of the Subscription Agreement.

The undersigned undertakes to notify the Corporation and the US Affiliates immediately of any change in any representation, warranty or other information relating to the undersigned that takes place prior to the Closing Date and the date of the exchange of the Common Shares for the Subordinate Voting Shares.

DATED at _____ this _____ day of _____, 2018.

Name of Entity

Type of Entity

X _____

Signature of Person Signing

Print or Type Name and Title of Person Signing

APPENDIX "A"

TO SCHEDULE "B"

FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: **[INSERT NAME]**, as registrar and transfer agent

AND TO: **[INSERT NAME OF RESULTING ISSUER]** (the "**Corporation**")

The undersigned (A) acknowledges that the sale of _____ of the Corporation represented by certificate number _____ to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not (a) an "affiliate" of the Corporation (as that term is defined in Rule 405 under the U.S. Securities Act), (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of a "designated offshore securities market" (such as the TSX Venture Exchange, the Toronto Stock Exchange or the Canadian Securities Exchange) and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States or a U.S. person; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: _____

X _____
Authorized signatory

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Title of authorized signatory (**please print**)

SCHEDULE "C" DEFINITIONS

In addition to the terms defined in the Subscription Agreement, and whenever used in the Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows:

- (a) **"Agency Agreement"** means the agency agreement to be dated on or about the Closing Date to be entered into between the Agents and the Corporation in respect of the Offering;
- (b) **"Agents"** has the meaning ascribed to such term on page 2 of the Subscription Agreement;
- (c) **"Agents' Expenses"** has the meaning ascribed to such term in Section 12;
- (d) **"Agents' Fee"** has the meaning ascribed to such term in Section 7;
- (e) **"Amalgamation"** has the meaning ascribed to such term in Section 1(d);
- (f) **"BlockerCo"** has the meaning ascribed thereto in Section 1(c);
- (g) **"Broker Warrants"** has the meaning ascribed thereto in Section 7;
- (h) **"Business Combination"** has the meaning ascribed to such term on page 5 of this Subscription Agreement **Error! Reference source not found.**;
- (i) **"Business Day"** means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business;
- (j) **"Canaccord"** means Canaccord Genuity Corp.;
- (k) **"CDS"** has the meaning ascribed to such term on page 3 of the Subscription Agreement;
- (l) **"Closing"** has the meaning ascribed to such term in Section 2(a);
- (m) **"Closing Date"** has the meaning ascribed to such term in Section 2(a);
- (n) **"Closing Time"** has the meaning ascribed to such term in Section 2(a);
- (o) **"Common Shares"** has the meaning ascribed to such term in Section 1(d);
- (p) **"Control Person"** has the meaning ascribed thereto in subsection 1(1) of the *Securities Act* (Ontario);
- (q) **"Corporate Presentation"** means the investor presentation entitled "CRESCOlabs" delivered in connection with the Offering;
- (r) **"Corporation"** means Cresco Labs Finco Ltd., and includes any successor corporation to or of the Corporation;
- (s) **"CRA"** means the Canada Revenue Agency;
- (t) **"Cresco"** means Cresco Labs, LLC;

- (u) **"Cresco Acquired Units"** has the meaning ascribed thereto in Section **Error! Reference source not found.**;
- (v) **"Cresco Corp."** means Cresco U.S. Corp.;
- (w) **"Cresco Redeemable Units"** has the meaning ascribed thereto in Section 1(c);
- (x) **"Disclosed Principal"** has the meaning ascribed to such term on page [3](#) of the Subscription Agreement;
- (y) **"Elected Amount"** has the meaning ascribed to such term in Schedule "D" attached to the Subscription Agreement;
- (z) **"Electing Shareholder"** means an Eligible Shareholder who make the election described in Section 1 of the Subscription Agreement;
- (aa) **"Eligible Shareholder"** means a beneficial owner of Common Shares who is a resident in Canada for the purposes of the Tax Act and any applicable income tax treaty or convention;
- (bb) **"Escrow Agent"** has the meaning ascribed to such term in Section 1(d);
- (cc) **"Escrow Release Conditions"** has the meaning ascribed to such term in Section 2(d);
- (dd) **"Escrow Release Deadline"** has the meaning ascribed thereto in Section 2(d);
- (ee) **"Escrowed Proceeds"** has the meaning ascribed to such term in Section 2(d);
- (ff) **"including"** means including without limitation;
- (gg) **"Insider"** has the meaning ascribed to such term in subsection 1(1) of the *Securities Act (Ontario)*;
- (hh) **"Investors"** has the meaning ascribed to such term in Section 2(d);
- (ii) **"NI 45-106"** means National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators;
- (jj) **"Offering"** means the offering by the Corporation of up to approximately \$75,000.000 of Subscription Receipts to be issued and sold by the Corporation pursuant to the Subscription Agreements and the Agency Agreement;
- (kk) **"PCMLTFA"** has the meaning ascribed to such term in Section 6(dd);
- (ll) **"Person"** includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;
- (mm) **"President's List"** has the meaning ascribed to such term in Section 7;
- (nn) **"Pubco"** has the meaning ascribed to such term on page 5 of this Subscription Agreement**Error! Reference source not found.**;
- (oo) **"Pubco Shares"** has the meaning ascribed to such term in Section 1(b);

- (pp) **"Purchaser"** means the subscriber for the Subscription Receipts as set out on the face page of this Subscription Agreement and includes, as applicable, each Disclosed Principal for whom it is acting;
- (qq) **"Qualifying Jurisdictions"** means (a) to "accredited investors" in the provinces and territories of Canada and (b) to investors in the United States under exemptions from the registration requirements of applicable US securities laws, and (c) to Investors, in each case in accordance with all applicable laws provided that no prospectus, registration statement or similar document is required to be filed in such jurisdiction;
- (rr) **"Release Notice"** has the meaning ascribed to such term in Section 2(d);
- (ss) **"Resulting Issuer"** means Pubco after giving effect to the Business Combination;
- (tt) **"Resulting Issuer Securities"** means the securities of the Resulting Issuer, including the Super Voting Shares and the Subordinate Voting Shares;
- (uu) **"Returned Proceeds"** has the meaning ascribed to such term in Section 2(d);
- (vv) **"Securities"** means the Subscription Receipts and Common Shares, collectively or individually, as the context requires;
- (ww) **"Securities Laws"** means, as applicable, (i) the securities laws, regulations, rules, rulings and orders in each of the provinces of Canada, the applicable policy statements, notices, blanket rulings, orders and all other regulatory instruments of the securities regulators in each of the provinces of Canada, and (ii) the U.S. Securities Act, the U.S. Exchange Act, the state securities legislation of any state of the United States and all rules, regulations and orders promulgated thereunder, as amended from time to time;
- (xx) **"Subordinate Voting Shares"** has the meaning ascribed to such term in Section 1(d);
- (yy) **"Subscription Agreement"** means this subscription agreement (including any Schedules hereto) and any instrument amending this Subscription Agreement; hereof, hereto, hereunder, herein and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression "Article" or "Section" followed by a number means and refers to the specified Article or Section of this Subscription Agreement;
- (zz) **"Subscription Amount"** has the meaning ascribed to such term on page [2](#) of the Subscription Agreement;
- (aaa) **"Subscription Price"** has the meaning ascribed to such term on page [2](#) of the Subscription Agreement;
- (bbb) **"Subscription Receipt Agreement"** has the meaning ascribed to such term in Section 2(c);
- (ccc) **"Subscription Receipts"** has the meaning ascribed to such term on page [2](#) of the Subscription Agreement;
- (ddd) **"Super Voting Shares"** has the meaning ascribed to such term in Section 2(c);
- (eee) **"Tax Act"** means the *Income Tax Act (Canada)* as amended, re-enacted or replaced from time to time and any proposed amendments thereto announced publicly by or on behalf of the Minister of Finance (Canada) on or prior to the date of this Subscription Agreement;

- (fff) "**Tax Election**" has the meaning ascribed to such term in Schedule "D" attached to the Subscription Agreement;
- (ggg) "**Term Sheet**" means the term sheet delivered to potential purchasers of Subscription Receipts, a copy of which is attached as Schedule "A" to the Subscription Agreement;
- (hhh) "**Trade Sanctions**" has the meaning ascribed to such term in Section 6(ee);
- (iii) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (jjj) "**U.S. Exchange Act**" means the *United States Securities Exchange Act of 1934*, as amended;
- (kkk) "**U.S. Person**" has the meaning ascribed to that term in Rule 902(k) of Regulation S under the U.S. Securities Act; and
- (lll) "**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended.

SCHEDULE "D"
CONTACT INFORMATION FOR CANADIAN SECURITIES COMMISSIONS

Alberta Securities Commission

Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082
Public official contact: FOIP Coordinator

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: FOI-privacy@bcsc.bc.ca
Public official contact: FOI Inquiries

The Manitoba Securities Commission

500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2561
Toll free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330
Public official contact: Director

Financial and Consumer Services Commission (New Brunswick)

85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcnbc.ca
Public official contact: Chief Executive Officer and Privacy Officer

**Government of Newfoundland and Labrador
Financial Services Regulation Division**

P.O. Box 8700, Confederation Building
2nd Floor, West Block, Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: (709) 729-4189
Facsimile: (709) 729-6187
Public official contact: Superintendent of Securities

**Government of the Northwest Territories
Office of the Superintendent of Securities**

P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal & Enforcement
Telephone: (867) 767-9305
Facsimile: (867) 873-0243
Public official contact: Superintendent of Securities

Government of Nunavut

Department of Justice
Legal Registries Division
P.O. Box 1000, Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594
Public official contact: Superintendent of Securities

Ontario Securities Commission

20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593- 8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact: Inquiries Officer

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283
Public official contact: Superintendent of Securities

Autorité des marchés financiers

800, Square Victoria, 22^e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337 or 1-877-525-0337
Facsimile: (514) 873-6155 (For filing purposes only)
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers);
fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers)
Public official contact: Secrétaire générale

Financial and Consumer Affairs Authority of Saskatchewan

Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5842
Facsimile: (306) 787-5899
Public official contact: Director

Government of Yukon

Department of Community Services
Office of the Superintendent of Securities
307 Black Street
Whitehorse, Yukon Y1A 2N1
Telephone: 867-667-5466
Facsimile: (867)393-6251
Email: securities@gov.yk.ca
Public official contact: Superintendent of Securities

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street

Duke Tower

P.O. Box 458

Halifax, Nova Scotia B3J 2P8

Telephone: (902) 424-7768

Facsimile: (902) 424-4625

Public official contact: Executive Director

THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES HAVE NOT AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. SUCH SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, UNLESS AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE. HEDGING TRANSACTIONS INVOLVING SUCH SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT.

**CRESCO LABS FINCO LTD.
SUBSCRIPTION AGREEMENT**

HAVE YOU COMPLETED THIS SUBSCRIPTION AGREEMENT PROPERLY?

The following items in this Subscription Agreement must be completed as directed.

(Please initial or mark "N/A" in each box, as applicable)

All Purchasers

All Purchaser information in the boxes on pages 2 and 3.

Sign the execution block to this Subscription Agreement on page 2.

Purchasers Resident in Canada

Schedule "B" – indicate which "Accredited Investor" exemption is being relied on and sign page B-4.

If relying on exemptions (j), (k) or (l) of the "Accredited Investor" exemption – complete the Form 45-106F9 attached as Appendix A to Schedule "B" and sign under Section 4.

Purchasers NOT Resident in Canada or the United States

Schedule "C" – sign page C-2.

Delivery of Subscription Agreement

A completed and originally executed copy of this Subscription Agreement and all applicable schedules and exhibits hereto must be delivered by no later than 4:00p.m. (Toronto time) on November 20, 2018 at the offices of Canaccord Genuity Corp. ("**Canaccord**") at 161 Bay St, Toronto, ON M5J 2S1, Attention: Equity Capital Markets (Fax: (416) 869-7706; email: ecm@canaccordgenuity.com), or in such other manner or at such other time as may be provided for by Canaccord.

AN INVESTMENT IN THE SECURITIES OFFERED HEREUNDER IS SUBJECT TO SUBSTANTIAL RISKS AS CRESCO LABS FINCO LTD. IS NOT A REPORTING ISSUER OR THE EQUIVALENT IN ANY PROVINCE OR TERRITORY OF CANADA, THE UNITED

STATES OR ANY OTHER JURISDICTION; ITS SECURITIES ARE NOT LISTED ON ANY STOCK EXCHANGE OR MARKET.

THE PURCHASER'S ABILITY TO TRANSFER THE COMMON SHARES (AS DEFINED HEREIN) IS LIMITED BY, AMONG OTHER THINGS, APPLICABLE SECURITIES LAWS, AND THAT IN PARTICULAR UNLESS PERMITTED UNDER APPLICABLE SECURITIES LAWS, THE HOLDER OF THE SECURITIES MUST NOT TRADE SUCH SECURITIES BEFORE THE DATE WHICH IS FOUR MONTHS AND ONE DAY AFTER THE LATER OF THE CLOSING DATE AND THE DATE THE CORPORATION BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

SUBSCRIPTION AGREEMENT

TO: Cresco Labs Finco Ltd. (the "**Corporation**")
AND TO: Randsburg International Gold Corp. ("**Pubco**")
AND TO: Canaccord Genuity Corp. ("**Canaccord**") and GMP Securities L.P. (together with Canaccord, the "**Joint Bookrunners**"), Cormark Securities Inc., Beacon Securities Limited (collectively, the "**Agents**")

The undersigned (the "**Purchaser**"), on its own behalf and, if applicable, on behalf of the Disclosed Principal (as defined herein) for whom it is acting hereunder, hereby irrevocably subscribes for and agrees to purchase from the Corporation that number of subscription receipts of the Corporation (the "**Subscription Receipts**") set out below at a price of C\$8.50 per Subscription Receipt (the "**Subscription Price**") subject to the terms and conditions set forth in the attached "Terms and Conditions of Subscription". Each Subscription Receipt will be deemed to be exchanged upon satisfaction of the Escrow Release Conditions (as herein defined), without payment of any additional consideration, for one Common Share (as defined below), which will be exchanged for one subordinate voting share in the capital of the Resulting Issuer (as defined below) in the Business Combination (as defined below). The Purchaser agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription" including, without limitation, the terms, representations, warranties and covenants set forth in the applicable Schedules attached thereto.

Capitalized terms not herein defined have the meanings attributed thereto in Schedule "D".

Price Per Subscription Receipt:	C\$8.50
Number of Subscription Receipts Purchased:	_____
Total Purchase Price: Amount")	C\$_____ (the " Subscription ")

Name and Address of Purchaser	
_____ (Name of Purchaser - please print)	_____ (Purchaser's Address)
by: _____ (Official Capacity or Title if the Purchaser is not an individual – please print)	_____ (Purchaser's Address)
_____ Authorized Signature	_____ (Telephone Number)
_____ (Please print name of individual whose signature appears above if different than the name of the Purchaser printed above)	_____ (Facsimile Number)

Details of Disclosed Principal (i.e. party for whom the undersigned is contracting, if not the same as the Purchaser identified above). If the Purchaser is signing as agent for a beneficial purchaser and is not deemed to be purchasing as principal pursuant to NI 45-106 (as defined herein) by virtue of being either: (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106, please ensure that Schedule "B" or Schedule "C", as applicable, are completed on behalf of such beneficial purchaser(s).

 (Name of Disclosed Principal – please print)

 (Disclosed Principal's Address)

 (if space is inadequate please attach a schedule containing the necessary information)

 (Telephone Number)

Delivery of Securities

It is anticipated that the securities purchased hereunder will be deposited electronically with CDS Clearing and Depository Services Inc. ("CDS") through the book-based system administered by CDS on the Closing Date (as defined herein). In such case, the Purchaser (as defined herein) understands and acknowledges that securities purchased hereunder will be registered in the name of CDS, or its nominee, and held by, or on behalf of, CDS and the Purchaser will not be entitled to receive definitive certificates or other instruments from the Corporation (as defined herein) or CDS representing their interest in the securities purchased hereunder. The Purchaser will receive only a customer confirmation from the registered dealer who is a CDS participant and from or through whom the securities hereunder are purchased against payment of the Subscription Amount.

Registration Instructions:

 Name

 Account reference, if applicable

 Address

 Email Address

Delivery Instructions:

 Name

 Account reference, if applicable

 Contact Name

 Address

 Telephone Number

 Facsimile Number

Is the Purchaser an "insider" of the Corporation:

Yes No

To be completed by Purchasers in British Columbia only:

Is the Purchaser an "insider" of the Corporation, as such term is defined in the *Securities Act* (British Columbia)?

Yes No If Yes, please explain why: _____

Is the Purchaser a "registrant", as such term is defined in the *Securities Act* (British Columbia)?

Yes No

ACCEPTANCE

The foregoing is acknowledged, accepted and agreed to this _____ day of November, 2018 on the terms and conditions contained in this Subscription Agreement.

CRESCO LABS FINCO LTD.

Per: _____
Authorized Signing Officer

TERMS AND CONDITIONS OF SUBSCRIPTION

1. Proposed Business Combination and Reverse Take-Over.

The Subscription Receipts are being issued in connection with the proposed “business combination” (the “**Business Combination**”) that will result in the reverse take-over of a Canadian reporting issuer, Randsburg International Gold Corp. (“**Pubco**”) by Cresco Labs, LLC (“**Cresco**”). The principal steps to the Business Combination are as follows:

- (a) the Corporation will complete the Offering for gross proceeds of up to US\$75,000,000;
- (b) Pubco will complete (i) the name change of Pubco to “Cresco Labs Inc.” or such other name as the board of directors of Pubco, in its sole discretion, deems appropriate and is acceptable to the applicable regulatory authorities and (ii) the consolidation of the common shares of Pubco (the “Pubco Shares”) such that, after giving effect to the Business Combination, the holders of Pubco Shares prior to the Business Combination will hold Subordinate Voting Shares (as defined below) having a value of C\$2,200,000;
- (c) Existing Cresco members (prior to the Business Combination) will exchange their existing Cresco units pursuant to one of the following:
 - (i) up to 100 Cresco members will continue to hold units in Cresco. These units (“**Cresco Redeemable Units**”) will be redeemable for cash or exchangeable for Subordinate Voting Shares in accordance with the Second Amended and Restated Operating Agreement of Cresco;
 - (ii) certain Cresco members will exchange their Cresco units for redeemable shares in the capital of Cresco Corp. which will be redeemable for cash or exchangeable for Subordinate Voting Shares in accordance with a support agreement to be entered into among Pubco, Cresco Corp. and Cresco; or
 - (iii) Cresco members, other than holders of Cresco Redeemable Units, will exchange their Cresco units (“**Cresco Acquired Units**”), directly or indirectly, for Subordinate Voting Shares (or for a newly created class of proportionate voting common shares of Pubco, for SEC foreign private issuer purposes, which are convertible into Subordinate Voting Shares);
- (d) Pubco, a newly-incorporated subsidiary of Pubco, and Cresco Labs SPV Inc. (“**BlockerCo**”) will enter into a three-cornered amalgamation, pursuant to which former shareholders of BlockerCo will receive Subordinate Voting Shares in exchange for their common shares in BlockerCo and BlockerCo and such newly-incorporated subsidiary of Pubco will amalgamate to form an entity that will subsequently be dissolved;
- (e) subject to the satisfaction and fulfillment of the Escrow Release Conditions (i) the Subscription Receipts will be exchanged for their underlying common shares of the Corporation (the “**Common Shares**”), (ii) the funds held in escrow by Odyssey Trust Company (the “**Escrow Agent**”), together with all interest and other income earned thereon, will be released from escrow to the Corporation, and (iii) Pubco, a newly-incorporated subsidiary of Pubco, and the Corporation will enter into a three-cornered amalgamation, pursuant to which holders of Common Shares will have their Common Shares exchanged for subordinate voting shares (the “**Subordinate Voting Shares**”) in the capital of the Resulting Issuer in connection with the amalgamation of the Corporation and a subsidiary of Pubco (the “**Amalgamation**”) to form an entity that will subsequently be dissolved;

- (f) designated founders of Cresco will subscribe for non-participating, super-voting shares of Pubco ("**Super Voting Shares**") carrying voting rights that will, in aggregate, represent in excess of 75% of the voting rights of the Resulting Issuer upon completion of the Business Combination and on a fully diluted basis; and,
- (g) Cresco stock options, warrants and other convertible securities will be adjusted such that, upon exercise or conversion, the holder will receive Subordinate Voting Shares on an economically equivalent basis.

At the time the agreement in respect of the Amalgamation is approved by the shareholders of the Corporation, the Purchaser will not be a shareholder of the Corporation and will not be entitled to vote in respect of the Amalgamation. Despite the foregoing, the Purchaser hereby: (i) consents to and approves the Amalgamation and the transactions contemplated thereby, including the Business Combination, (ii) declares that the Purchaser will not exercise any right to dissent (if any) the Purchaser may have in connection with the Amalgamation or the Business Combination; and (iii) waives the Purchaser's right (if any) to receive notice of a meeting of stockholders or other securityholders of the Corporation in connection with the Amalgamation or the Business Combination.

2. The Subscription and the Subscription Receipts.

- (a) The Purchaser hereby confirms its irrevocable subscription for and offer to purchase the Subscription Receipts from the Corporation, on and subject to the terms and conditions set out in this Subscription Agreement and acceptance of this Subscription Agreement by the Corporation, for the Subscription Amount which is payable as described herein. The Purchaser acknowledges (on its own behalf and, if applicable, on behalf of any Disclosed Principal) that upon acceptance of this Subscription Agreement by the Corporation, this Subscription Agreement will constitute a binding obligation of the Purchaser (including, if applicable, any Disclosed Principal) subject to the terms and conditions contained herein.
- (b) The Purchaser acknowledges and agrees that the Corporation reserves the right, in its absolute discretion, to reject this subscription for Subscription Receipts, in whole or in part, at any time prior to the Closing Time. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Agents representing the Subscription Amount will be promptly returned to the Purchaser without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Subscription Amount for that portion of the subscription for the Subscription Receipts which is not accepted will be promptly delivered to the Purchaser without interest or deduction.
- (c) The Subscription Receipts will be created and issued pursuant to a subscription receipt agreement to be entered into among the Escrow Agent, the Corporation, Cresco and the Joint Bookrunners (on behalf of the Agents) (the "**Subscription Receipt Agreement**"). The Purchaser, by its execution of this Subscription Agreement, agrees that the terms and conditions of the Subscription Receipts are governed by the terms and conditions of the Subscription Receipt Agreement (a copy of which will be available upon request), as if it was an original party thereto. The Purchaser acknowledges that each Subscription Receipt will, following the completion of the Offering and the satisfaction of the Escrow Release Conditions (as defined below), entitle the holder to receive, without payment of additional consideration or taking of further action, one common share in the capital of the Corporation, which will be exchanged for one Subordinate Voting Share (as defined below) in the Business Combination. The Subordinate Voting Shares will be subordinated in terms of voting rights to the voting shares of the Resulting Issuer (the "**Super Voting Shares**") to be issued to principals of the Corporation. It is currently contemplated that the Super Voting Shares will not be entitled to dividends or proceeds on liquidation, but

will represent a majority of the voting rights attached to all securities of the Resulting Issuer until the principals of the Corporation dispose of a majority of their ownership interests in the Corporation held as of the completion of the Business Combination. A summary of the material terms of the Subscription Receipts is included in the Term Sheet attached as Schedule "A".

- (d) On the Closing Date (as defined below), the gross proceeds from the Offering, less: (i) 50% of the Agents' Fee (as defined below), and (ii) the Agents' Expenses (as defined below) accrued at that time, will be deposited in escrow (the "**Escrowed Proceeds**") on behalf of the purchasers of Subscription Receipts ("**Investors**") with the Escrow Agent, and invested in short-term obligations of, or guaranteed by, the Government of Canada (and other approved investments). The Escrowed Proceeds will be released by the Escrow Agent to the Corporation upon receipt of a notice (the "**Release Notice**") to the Escrow Agent from the Corporation and the Joint Bookrunners (on behalf of the Agents) at or prior to 5:00 pm (Toronto time) on the date that is 120 days from the Closing Date (the "**Escrow Release Deadline**") indicating that all Escrow Release Conditions as set out in the Subscription Receipt Agreement (the "**Escrow Release Conditions**") shall have been satisfied or, with the consent of the Joint Bookrunners (on behalf of the Agents), have been waived.
- (e) Upon the receipt by the Escrow Agent of the Release Notice: (i) the Escrowed Proceeds, less any additional Agents' Expenses shall be released to the Corporation, (ii) each Subscription Receipt shall be automatically exchanged, for no additional consideration and with no further action by the holder, for one Common Share, and (iii) the Escrow Agent shall immediately pay the balance of the Agents' Fee and any additional Agent's Expenses to the Joint Bookrunners (on behalf of the Agents). If the Escrow Release Conditions have not been satisfied at or prior to the Escrow Release Deadline, holders of Subscription Receipts will be refunded the gross proceeds paid for the Subscription Receipts, plus *pro rata* accrued interest earned thereon (net of any applicable withholding tax), if any (the "**Returned Proceeds**"), and the Subscription Receipts will immediately become null, void and of no further force or effect. In the event the Escrowed Proceeds are less than the Returned Proceeds, the Corporation shall pay the difference to the Escrow Agent to be refunded to holders of Subscription Receipts.
- (f) The Corporation will use commercially reasonable efforts to satisfy the Escrow Release Conditions at or prior to the Escrow Release Deadline.

In the event that the Subscription Receipt Agent does not receive the Release Notice prior to the Escrow Release Deadline, or if prior to such time, the Corporation advises the Agents or announces to the public that it does not intend to or cannot satisfy the Escrow Release Conditions, the Subscription Receipt Agent will return to holders of Subscription Receipts, commencing at 12:00 P.M. EST on the third business day following the Escrow Release Deadline or such earlier date, an amount equal to the aggregate Subscription Price of the Subscription Receipts held by them and their *pro rata* portion of any interest earned thereon (net of any applicable withholding tax). The Corporation will be responsible and liable to the holders of Subscription Receipts for any shortfall between the aggregate gross proceeds of the Offering and the Escrowed Proceeds.

The foregoing description of the Subscription Receipts in this Section 2 is a summary only and is subject to the detailed provisions of the Subscription Receipt Agreement. In the event of any inconsistency between the provisions hereof and the provisions of the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement shall prevail and take precedence.

3. Closing Date and Closing Time.

- (a) Delivery and sale of the Subscription Receipts and payment of the Subscription Amount will be completed (the "**Closing**") at the offices of the Corporation's Canadian legal counsel, Bennett Jones LLP, in Toronto, Ontario at 8:30 a.m. (Toronto time) (the "**Closing Time**") on or before November 26, 2018, or such other place, date or time as the Corporation and the Joint Bookrunners may mutually agree (the "**Closing Date**") subject to the satisfaction or waiver by the relevant party of the conditions of Closing. If, on or prior to the Closing Time, the terms and conditions contained in this Subscription Agreement and the Agency Agreement have been complied with to the satisfaction of the Agents, acting reasonably, or waived by the Agents, the Agents shall deliver to the Corporation all completed Subscription Agreements and will cause the delivery to the Subscription Receipt Agent of payment of the aggregate Subscription Amount for all of the Subscription Receipts sold pursuant to the Agency Agreement (less an amount representing the Agents' Expenses and 50% of the Fee) against delivery of Subscription Receipts, in certificated form or by way of electronic deposit through the book-based system administered by CDS, and such other documentation as may be required pursuant to the Subscription Agreement, the Subscription Receipt Agreement and the Agency Agreement.
- (b) If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement (other than the issuance of certificates representing the Subscription Receipts or such other evidence of issue of the Subscription Receipts as the Agents and the Corporation may agree) and the Agency Agreement have not been complied with to the satisfaction of the Agents, or such terms and conditions are waived by it, the Agents, the Corporation and the Purchaser will have no further obligations under this Subscription Agreement.

4. Closing Conditions. The Purchaser, on its own behalf and on behalf of any Disclosed Principal for whom the Purchaser is contracting under this Subscription Agreement, acknowledges and agrees that the Corporation and the Agents are relying on the truth of the representations and warranties of the Purchaser contained in this Subscription Agreement as of the date of this Subscription Agreement, and as of the Closing Time as if made at and as of the Closing Time, and the fulfillment of the following additional conditions as soon as possible or in any event by immediately prior to the Closing Time, unless an earlier time is specified below:

- (a) on or before 5:00 p.m. (Toronto time), on November 20, 2018, the Purchaser having properly completed, signed and delivered this Subscription Agreement (including all applicable Schedules and Appendices attached hereto) in accordance with the instructions on the face page hereof;
- (b) on or before 5:00 p.m. (Toronto time), on November 20, 2018, payment by the Purchaser of the Subscription Amount to be arranged with Canaccord;
- (c) the Purchaser having executed and returned to the Corporation, at the Corporation's request, all other documents as may be required by Securities Laws for delivery by the Corporation on behalf of the Purchaser;
- (d) the Corporation having obtained all necessary approvals and consents;
- (e) the closing conditions in the Agency Agreement being satisfied or waived by the relevant party;
- (f) the representations and warranties of the Purchaser set forth herein being true and correct as of the Closing Time;

- (g) all covenants and agreements contained herein to be performed by the Purchaser (including, if applicable, each Disclosed Principal) on or prior to the Closing Time shall have been performed or complied with in all material respects; and
- (h) the issue and sale of the Subscription Receipts being exempt from the requirement to file a prospectus or registration statement and the requirement to deliver an offering memorandum under applicable securities legislation relating to the sale of the Subscription Receipts, or the Corporation having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus.

5. **Authorization of Canaccord.** The Purchaser, and any Disclosed Principal, irrevocably authorizes Canaccord, in its discretion, to act as the Purchaser's representative at the Closing, and hereby appoints Canaccord, with full power of substitution, as its true and lawful attorney, with full power and authority in the Purchaser's, and any Disclosed Principal's, place and stead:

- (a) to receive certificates representing the Subscription Receipts (if any), to execute in the Purchaser's name and on its behalf all closing receipts and required documents, to complete and correct any errors or omissions in any form or document provided by the Purchaser, including this Subscription Agreement and the Schedules hereto, in connection with the subscription for the Subscription Receipts and to exercise any rights of termination contained in the Agency Agreement;
- (b) to extend such time periods, to extend the Escrow Release Deadline, and to waive, in whole or in part, any non-material representations, warranties, covenants or conditions for the Purchaser's and any Disclosed Principal's benefit contained in this Subscription Agreement and the Agency Agreement or any ancillary or related document;
- (c) to terminate, prior to Closing, this Subscription Agreement if any condition precedent is not satisfied, in such manner and on such terms and conditions as the Agents in their sole discretion may determine, acting reasonably; and
- (d) without limiting the generality of the foregoing, to negotiate, settle, execute, deliver and amend the Agency Agreement and any ancillary documents in connection with the Offering.

This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which are acknowledged by the Purchaser. This power of attorney and other rights and privileges granted under this section will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Purchaser. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Purchaser. Any person dealing with Canaccord may conclusively presume and rely upon the fact that any document, instrument or agreement executed by Canaccord pursuant to this power of attorney are authorized and binding on the Purchaser, without further inquiry. The Purchaser agrees to be bound by any representations or actions made or taken by Canaccord pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of Canaccord taken in good faith under this power of attorney relating to the Offering.

6. Acknowledgements, Representations, Warranties and Covenants of ALL Purchasers. The Purchaser, on its own behalf and, if applicable, on behalf of each Disclosed Principal for whom it is acting hereunder, hereby represents and warrants to, and covenants with, the Corporation as follows and acknowledges that the Corporation and the Agents are relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) The Purchaser is subscribing for the Subscription Receipts as principal for its own account and not for the benefit of any other person (within the meaning of applicable Securities Laws) or if it is not subscribing as principal it is acting as agent for a Disclosed Principal (whose identity is disclosed on the third page of this Subscription Agreement) who is purchasing as principal for its own account and not for the benefit of any other person.
- (b) If the Purchaser is contracting hereunder as trustee or agent for a fully managed account (including for greater certainty, a portfolio manager or comparable advisor) or as agent for a Disclosed Principal, the Purchaser is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription and if the Purchaser is acting as agent for a Disclosed Principal, who is subscribing as principal for its own account and not for the benefit of any other person, this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and, when accepted by the Corporation, will constitute a legal, valid and binding agreement of, such Disclosed Principal and the Purchaser acknowledges that the Corporation and/or an Agent may be required by law to disclose to certain regulatory authorities the identity of such Disclosed Principal for whom it is acting.
- (c) In the case of a subscription for the Subscription Receipts by the Purchaser acting as principal, this Subscription Agreement has been duly authorized, executed and delivered by, and when accepted by the Corporation will constitute a legal, valid and binding agreement of, the Purchaser. This Subscription Agreement, when accepted by the Corporation, will be enforceable in accordance with its terms against the Purchaser.
- (d) If the Purchaser is:
 - (i) a corporation, the Purchaser is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power, capacity and authority to execute and deliver this Subscription Agreement, to subscribe for the Subscription Receipts as contemplated herein and to carry out and perform its covenants and obligations under the terms of this Subscription Agreement and the individual signing this Subscription Agreement has been duly authorized to execute and deliver this Subscription Agreement;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the Purchaser has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof and the individual signing this Subscription Agreement has been duly authorized to execute and deliver this Subscription Agreement; or
 - (iii) an individual, the Purchaser is of the full age of majority in his or her jurisdiction of residence and is legally competent and has requisite capacity to execute, deliver and be bound by this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder.
- (e) The Purchaser and, if applicable, any Disclosed Principal, is resident, or if not an individual has its head office, in the jurisdiction set out on the second page, or third page if a Disclosed Principal, of this Subscription Agreement and intends that the Securities

Laws of that jurisdiction govern the Purchaser's subscription and is not aware of any reason why the laws of such jurisdiction would not govern such subscription. Such address was not created and is not used solely for the purpose of acquiring the Securities and the Resulting Issuer Securities and the Purchaser was solicited to purchase in only such jurisdiction and the purchase and sale to the Purchaser of the Subscription Receipts has occurred only in such jurisdiction. The Purchaser and, if applicable, any Disclosed Principal is eligible to purchase the Securities and the Resulting Issuer Securities pursuant to an exemption from the prospectus requirements of applicable Securities Laws.

- (f) The Purchaser confirms that it:
- (i) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Securities and the Resulting Issuer Securities;
 - (ii) is capable of assessing the merits and risks (including the potential loss of its entire investment) of the proposed investment in the Securities and the Resulting Issuer Securities;
 - (iii) is aware of the characteristics of the Securities and Resulting Issuer Securities and understands the risks relating to an investment therein;
 - (iv) is able to bear the economic risk of loss of its investment in the Securities and the Resulting Issuer Securities and understands that it may lose its entire investment in the Securities and the Resulting Issuer Securities; and
 - (v) and each Disclosed Principal for whom it is contracting hereunder, is not relying upon the Agents to conduct any due diligence investigation on behalf of the Purchaser, or any Disclosed Principal for whom it is contracting hereunder, concerning the Offering or the Corporation's business, management, financial position, condition or prospects.
- (g) The Purchaser acknowledges, covenants and agrees as follows:
- (i) **AN INVESTMENT IN THE SECURITIES IS NOT WITHOUT RISK AND THE PURCHASER (AND ANY DISCLOSED PRINCIPAL) MAY LOSE HIS, HER OR ITS ENTIRE INVESTMENT.**
 - (ii) **The Corporation may complete the Business Combination following the Closing but no assurances can be provided that the Business Combination will be completed as contemplated in this Subscription Agreement, or at all.**
 - (iii) The Corporation is not a "reporting issuer" under applicable Securities Laws, in Ontario, or in any other jurisdiction, and, therefore:
 - (A) the Securities will be subject to an indefinite hold period and may not be resold except in accordance with limited exemptions under applicable Securities Laws and the Corporation may cause a legend to such effect to be placed on the certificates representing the Securities to that effect; and
 - (B) no market currently exists for the Securities or any securities of the Corporation.

- (iv) There is no government or other insurance covering the Securities.
 - (v) The Purchaser has read and fully understands the Corporate Presentation and acknowledges the risk factor disclosure therein and has had an opportunity to ask and have answered questions with respect to the Corporation.
 - (vi) The Purchaser has been informed of the proposed use of proceeds of the distribution of the Subscription Receipts as set out in the Term Sheet.
 - (vii) The Agents and/or their directors, officers, employees, agents and representatives assume no responsibility or liability of any nature whatsoever for the accuracy or adequacy of any such publicly available information concerning the Corporation or as to whether all information concerning the Corporation that is required to be disclosed or filed by the Corporation under the Securities Laws has been so disclosed or filed.
- (h) The Corporation is relying on an exemption from the requirement to provide the Purchaser with a prospectus under the Securities Laws and, as a consequence of acquiring the Subscription Receipts pursuant to such exemption:
- (i) certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission or damages and certain statutory remedies against an issuer, underwriter, auditors, directors and officers that are available to investors who acquire securities offered by a prospectus, will not be available to the Purchaser;
 - (ii) the common law may not provide investors with an adequate remedy in the event that they suffer investment losses in connection with securities acquired in a private placement;
 - (iii) the Purchaser may not receive information that would otherwise be required to be given under the Securities Laws; and
 - (iv) the Corporation is relieved from certain obligations that would otherwise apply under the Securities Laws.
- (i) The Securities shall have attached to them applicable legends setting out resale restrictions under applicable Securities Laws in substantially the following form and with the necessary information inserted:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (i) [INSERT DISTRIBUTION DATE], AND (ii) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY."

The Purchaser acknowledges and understands that the Securities may be evidenced by a non-certificated issue in the records of the transfer agent of the Corporation on the Closing of the Offering. If the Corporation and the Agents elect to proceed in this manner, the Purchaser will not receive physical certificates representing their ownership. The Purchaser acknowledges that this shall constitute written notice of the legend restriction notation for the purposes of Subsection 2.5(2) of National Instrument 45-102 – *Resale of Securities*.

- (j) The Purchaser consents to the Corporation making a notation in its records or giving instructions to any transfer agent in order to implement the restrictions on transfer set

forth and described herein.

- (k) The offer, issuance, sale and delivery of the Subscription Receipts is conditional upon such sale being exempt from the prospectus filing or registration requirements and the requirement to deliver an offering memorandum in connection with the distribution of the Subscription Receipts under the Securities Laws or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus.
- (l) The Securities shall be subject to statutory resale restrictions under the Securities Laws of the province in which the Purchaser resides and under other applicable Securities Laws, and the Purchaser covenants that it will not resell the Securities except in compliance with such laws and the Purchaser acknowledges that it is solely responsible (and neither the Corporation nor the Agents are in any way responsible) for such compliance.
- (m) The Subscription Receipts shall not be transferable by the Purchaser or anyone acting on its behalf. The Purchaser's ability to transfer the Common Shares is limited by, among other things, applicable Securities Laws, and that in particular unless permitted under applicable Securities Laws, the holder of the Securities must not trade such Securities before the date which is four months and one day after the later of the Closing Date and the date the Corporation became a reporting issuer in any province or territory. It is the responsibility of the Purchaser to find out what the restrictions on the Purchaser's ability to resell the Securities are and to comply with them before selling such securities.
- (n) The Purchaser undertakes and agrees that it will not offer or sell any of the Securities or Resulting Issuer Securities in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirement is available.
- (o) Offers and sales of any of the Securities prior to the expiration of a period of one year after the date of the issuance of the Securities (such one year period hereinafter referred to as the "**Distribution Compliance Period**") shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the U.S. Securities Act or an exemption therefrom, and all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the U.S. Securities Act or an exemption therefrom and in each case only in compliance with applicable state securities laws, and the Purchaser and any transferee of the Securities agree not to engage in hedging transactions involving the Securities unless such transactions are in compliance with the provisions of the U.S. Securities Act and in each case only in compliance with applicable state securities laws.
- (p) The Purchaser understands that the Corporation is the seller of the Securities and that, for purposes of Regulation S, a "distributor" is any underwriter, dealer or other person who participates, pursuant to a contractual arrangement, in the distribution of the securities sold in reliance on Regulation S and that an "affiliate" is any partner, officer, director or any person directly or indirectly controlling, controlled by or under common control with any person in question; the Purchaser agrees that it will not, during the Distribution Compliance Period described in Regulation S, act as a distributor, either directly or through any affiliate, or offer, sell, transfer, or otherwise dispose of the Securities other than (i) to or for the account or benefit of a person outside the United States or a non-U.S. Person and in compliance with Regulation S, (ii) pursuant to an effective registration statement under the U.S. Securities Act and in compliance with all applicable state securities laws, or (iii) pursuant to an available exemption from registration under the U.S. Securities Act and all applicable state securities laws, and in each case, the Corporation has consented to such sale, transfer or other disposition; the

Purchaser understands that the Corporation will refuse to transfer the Securities absent compliance with the foregoing.

- (q) The Purchaser acknowledges and understands that in the event the Securities are offered, sold or otherwise transferred by the Purchaser prior to the expiration of the Distribution Compliance Period specified in Regulation S, the purchaser or transferee must agree not to resell such securities except in compliance with the provisions of Regulation S, pursuant to registration under the U.S. Securities Act, or pursuant to an available exemption from registration, and in each case, in compliance with all applicable state securities laws; and must further agree not to engage in hedging transactions with regard to such securities unless in compliance with the U.S. Securities Act.
- (r) The current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the U.S. Securities Act or any applicable state securities laws.
- (s) The Purchaser acknowledges and agrees that the Securities will be “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and will remain “restricted securities” notwithstanding any resale within or outside the United States unless the sale is completed pursuant to an effective registration statement under the U.S. Securities Act or in accordance with Rule 144 under the U.S. Securities Act (“Rule 144”); the Purchaser acknowledges that the Securities will be subject to a minimum hold period of at least one year under Rule 144; the Purchaser acknowledges that it has been advised to obtain independent legal and professional advice on the requirements of Rule 144, and that the Purchaser has been advised that resales of the Securities may be made only under certain circumstances; the Purchaser understands that to the extent that Rule 144 is not available, the Purchaser may be unable to sell any Securities without either registration under the U.S. Securities Act or the availability of another exemption or exclusion from such registration requirements, and in all cases pursuant to exemptions from applicable securities laws of any applicable state of the United States.
- (t) Notwithstanding the foregoing, the Purchaser has no intention to distribute either directly or indirectly any of the Securities in the United States or to, or for the account or benefit of, U.S. Persons, except in compliance with the U.S. Securities Act and any applicable state securities laws. and any such transfer may only be made with the prior written permission of the Corporation, acting reasonably.
- (u) The Purchaser understands that the Securities will be issued with a restricted CUSIP imposing the foregoing restrictions on transfer of the Securities; however, any certificates representing the Securities (and any certificates issued in exchange therefor or substitution thereof), will bear a legend substantially in the form of the following legend:

THESE SECURITIES HAVE NOT AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) IN COMPLIANCE WITH REGULATION S UNDER THE U.S. SECURITIES ACT, (2) PURSUANT TO REGISTRATION UNDER THE U.S. SECURITIES ACT, OR (3) PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, AND, IN EACH CASE, IN COMPLIANCE WITH ALL APPLICABLE STATE SECURITIES LAWS, AFTER THE SELLER FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE OF EXEMPTION IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. HEDGING TRANSACTIONS INVOLVING SUCH SECURITIES

MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT.

- (v) The Purchaser, or if applicable, each person for whom it is contracting hereunder, understands and acknowledges that none of the Corporation or the Resulting Issuer is obligated to file and has no present intention of filing with the United States Securities Exchange Commission or with any state securities administration any registration statement in respect of resales of any of the Securities or Resulting Issuer Securities.
- (w) The address of the Purchaser at which the Purchaser received and accepted the offer to purchase the Subscription Receipts is the address listed as the "Purchaser's Address" on the second page of the Subscription Agreement.
- (x) The execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the Subscription Receipts and the completion of the transactions described herein by the Purchaser will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Purchaser, if applicable, the Securities Laws or any other laws applicable to the Purchaser, any agreement to which the Purchaser is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Purchaser.
- (y) Other than the Agents (and members of its selling groups), there is no person acting or purporting to act in connection with the transactions contemplated herein who is entitled to any brokerage or finder's fee payable by the Corporation. If any person establishes a claim that any fee or other compensation is payable by the Corporation in connection with this subscription for the Subscription Receipts, the Purchaser covenants to indemnify and hold harmless the Corporation and the Agents with respect thereto and with respect to all costs reasonably incurred in the defence thereof.
- (z) The Purchaser is not, with respect to the Corporation or any of its affiliates, a Control Person and the subscription hereunder and the conversion or deemed conversion of any securities of the Corporation, including the deemed conversion of the Subscription Receipts by the Purchaser will not create a new Control Person.
- (aa) The Purchaser deals, and will continue to deal at all relevant times, at "arm's length" (within the meaning of the Tax Act) with the Corporation and is not a promoter of the Corporation.
- (bb) If required by applicable Securities Laws or the Corporation, the Purchaser will execute, deliver and file or assist the Corporation in filing such reports, undertakings and other documents with respect to the issue of the Securities and the Resulting Issuer Securities as may be required by any securities commission, stock exchange or other regulatory authority.
- (cc) The Purchaser has been advised to consult its own legal advisors with respect to trading in the Securities, and with respect to the hold periods imposed by the Securities Laws of the jurisdiction in which the Purchaser resides and other applicable securities laws, and acknowledges that no representation has been made, except as set forth herein, respecting the applicable hold periods imposed by the Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Purchaser (or others for whom it is contracting hereunder) to resell such securities, that the Purchaser (or others for whom it is contracting hereunder) is solely responsible to find out what these restrictions are, that the Purchaser is solely responsible (and neither the Corporation nor the Agents are in any way responsible) for compliance with applicable

resale restrictions and that the Purchaser is aware that it may not be able to resell such securities except in accordance with limited exemptions under the Securities Laws and other applicable securities laws.

- (dd) Other than the Corporate Presentation, the Purchaser has not received or been provided with a prospectus, offering memorandum (within the meaning of the Securities Laws) or any sales or advertising literature in connection with the Offering or any document purporting to describe the business and affairs of the Corporation which has been prepared for review by prospective purchasers to assist in making an investment decision in respect of the Securities and the Resulting Issuer Securities and the Purchaser's decision to subscribe for the Subscription Receipts was not based upon, and the Purchaser has not relied upon, any oral or written representations as to facts made by or on behalf of the Corporation or the Agents except as set forth herein. The Purchaser's decision to subscribe for the Subscription Receipts was based solely upon this Subscription Agreement (including the Term Sheet attached as Schedule "A" hereto) and the representations, warranties, covenants and acknowledgements of the Corporation contained in the Agency Agreement (any such information not having been provided by the Corporation and having been obtained by the Purchaser without independent investigation or verification by the Agents).
- (ee) Neither the Corporation nor the Agents nor any affiliate of the Corporation or the Agents has made any written or oral representations to the Purchaser (or any Disclosed Principal):
 - (i) that any person will resell or repurchase the Securities;
 - (ii) that any person will refund all or any part of the Subscription Amount other than as provided in this Subscription Agreement; or
 - (iii) as to the future price or value of the Securities.
- (ff) The Purchaser is not purchasing the Subscription Receipts with knowledge of any material information concerning the Corporation that has not been generally disclosed.
- (gg) The subscription for the Subscription Receipts has not been made through or as a result of, and the distribution of the Subscription Receipts is not being accompanied by any advertisement, including without limitation in printed public media, radio, television or telecommunications, including electronic display, or as part of a general solicitation, including any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (hh) The funds representing the Subscription Amount which will be advanced by the Purchaser to the Corporation hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**PCMLTFA**") and the Purchaser acknowledges that the Corporation may in the future be required by law to disclose the Purchaser's name and other information relating to this Subscription Agreement and the Purchaser's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of its knowledge none of the subscription funds to be provided by the Purchaser (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Purchaser. The Purchaser shall promptly notify the Corporation if the Purchaser discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith.

- (ii) The Purchaser is not a person or entity identified in the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*, the *United Nations Al-Qaida and Taliban Regulations*, the *Regulations Implementing the United Nations Resolution on the Democratic People's Republic of Korea*, the *Regulations Implementing the United Nations Resolution on Iran*, the *United Nations Cote d'Ivoire Regulations*, the *United Nations Democratic Republic of the Congo Regulations*, the *United Nations Liberia Regulations*, the *United Nations Sudan Regulations*, the *Special Economic Measures (Zimbabwe) Regulations* or the *Special Economic Measures (Burma) Regulations*, the *Special Economic Measures (Ukraine) Regulations*, the *Special Economic Measures (Russia) Regulations*, and the *Freezing Assets of Corrupt Foreign Officials Act* (collectively, the "**Trade Sanctions**"). The Purchaser acknowledges that the Corporation may in the future be required by law to disclose the name and other information of the Purchaser, if any, related to the acquisition of the Subscription Receipts hereunder, on a confidential basis, pursuant to the Trade Sanctions.
- (jj) The Purchaser, and any Disclosed Principal, has not received, nor does it expect to receive any financial assistance from the Corporation, directly or indirectly, in respect of the Purchaser's purchase of Securities.
- (kk) The Purchaser is responsible for obtaining such legal, tax and investment advice as it considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and the transactions (including the Business Combination) contemplated under this Subscription Agreement (including the resale and transfer restrictions referred to herein), and, without limiting the generality of the foregoing:
 - (i) legal counsel to the Corporation is acting as counsel to the Corporation and not as counsel to the Purchaser;
 - (ii) legal counsel to the Agents is acting as counsel to the Agents and not as counsel to the Purchaser; and
 - (iii) the Agents are acting solely as the Corporation's agents in connection with the Offering and not as financial or investment advisors to the Purchaser or as agents of the Purchaser, except insofar as is necessary to deliver payment for the Subscription Receipts to the Corporation and deliver evidence of ownership of Subscription Receipts to the Purchaser after Closing.
- (ll) This offer to subscribe is made for valuable consideration and, after the acceptance hereof by the Corporation, may not be withdrawn, cancelled, terminated or revoked by the Purchaser without the consent of the Corporation.
- (mm) The Purchaser acknowledges that this Subscription Agreement and the Schedules (and any associated appendices, as applicable) attached hereto require the Purchaser to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Purchaser's eligibility to purchase the Subscription Receipts under the Securities Laws and other applicable securities laws, preparing and registering certificates representing the Subscription Receipts and, if applicable, the Common Shares, to be issued to the Purchaser and completing filings required by any stock exchange or securities regulatory authority. The Purchaser's personal information may be disclosed by the Corporation to: (a) stock exchanges or securities regulatory authorities including the securities commissions noted in Schedule "G", (b) the CRA or other taxing authorities, and (c) any of the other parties involved in the Offering, including legal counsel and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Purchaser is deemed to be consenting to the foregoing collection, use and disclosure of the Purchaser's personal information. The

Purchaser also consents to the filing of copies or originals of any of the Purchaser's documents described herein as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. The Purchaser represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of each Disclosed Principal.

- (nn) The Purchaser, or if applicable, each person for whom it is contracting hereunder, understands and agrees that there may be material tax consequences in Canada, the United States and other jurisdictions to the Purchaser as a result of the acquisition, disposition or exercise of any of the Securities or the Resulting Issuer Securities (including, for greater certainty, with respect to the Business Combination); the Corporation and the Resulting Issuer do not give any opinion or make any representation with respect to the tax status of the Corporation or the Resulting Issuer or the consequences to the Purchaser under Canadian, United States, state, local or foreign tax law of the Purchaser's acquisition or disposition or exercise of the Securities or the Resulting Issuer Securities (including, for greater certainty, with respect to the Business Combination), including whether the Resulting Issuer will at any given time be deemed a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code.

7. Further Representations, Warranties, Covenants and Acknowledgments of Purchasers who are resident in Canada or who were in Canada when this offer to purchase Subscription Receipts was received or signed. The Purchaser (on its own behalf and, if applicable, on behalf of each person on whose behalf the Purchaser is contracting), which is not a U.S. Person, was not offered the Subscription Receipts in the United States, and which did not sign this Subscription Agreement in the United States, represents, warrants, covenants and acknowledges to the Corporation and the Agents (and acknowledges that the Corporation and the Agents are relying thereon) at each of the date hereof and the Closing Time that:

- (a) It: (i) is not a U.S. person (as defined in Regulation S, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. person and any partnership or corporation organized or incorporated under the laws of the United States); (ii) is not purchasing the Subscription Receipts (or the securities issuable upon exercise thereof) on behalf of (as agent or otherwise), or for the account or benefit of, a person in the United States or a U.S. person; (iii) was not offered or sold the Subscription Receipts in the United States; and (iv) did not, nor did its authorized signatory, receive, execute or deliver this Subscription Agreement inside the United States.
- (b) It has properly completed, executed and delivered to the Corporation this Subscription Agreement and Schedule "B" (including the Appendix thereto, if applicable) and the representations, warranties, covenants and information contained herein and therein are true and correct as of the date hereof and will be true and correct as of the Closing Time.
- (c) It hereby acknowledges and consents to the collection, use, and disclosure of certain personal information by all applicable regulatory authorities, including the publishing or otherwise making available to the public personal information including, for individuals, their name, number and type of securities purchased, the total Subscription Amount, and their insider or registrant status, if applicable, and for non-individual Purchasers, the above information and their address, contact person name and telephone number and the exemption that the Purchaser is relying on in purchasing the Subscription Receipts. The information provided by the Purchaser on pages 2 and 3 and in the applicable Schedules to this Subscription Agreement identifying the name, address, telephone number and email address of the Purchaser, the number of Subscription Receipts being purchased hereunder, the Subscription Amount, the Closing Date, the exemption that the Purchaser is relying on in purchasing the Subscription Receipts and the Purchaser's

registrant or insider status, if applicable, will be disclosed to the securities regulatory authority or regulator in each of the provinces and territories of Canada in which Subscription Receipts are distributed by the Corporation, and such information is being collected by such securities regulatory authorities and regulators under the authority granted to each of them under securities legislation. This information is being collected for the purposes of the administration and enforcement of the securities legislation of such selling jurisdictions. Each Purchaser (and for certainty, including each Disclosed Principal) hereby authorizes the indirect collection of such information by such securities regulatory authorities and regulators. In the event the Purchaser has any questions with respect to the indirect collection of such information by such securities regulatory authorities and regulators, the Purchaser should contact the applicable securities regulatory authority or regulator using the contact information set out in Schedule "E" (Contact Information – Canadian Securities Commissions) attached hereto.

8. Further Representations, Warranties, Covenants and Acknowledgments of Purchasers who are NOT U.S. Persons and who were NOT in the United States and who were NOT in Canada and NOT resident in Canada when this offer to purchase Subscription Receipts was received or signed.

The Purchaser (on its own behalf and, if applicable, on behalf of each person on whose behalf the Purchaser is contracting), which is not a U.S. Person, was not offered the Subscription Receipts in the United States, and which did not sign this Subscription Agreement in the United States, represents, warrants, covenants and acknowledges to the Corporation and the Agents (and acknowledges that the Corporation and the Agents are relying thereon) at each of the date hereof and the Closing Time that:

- (a) It: (i) is not a U.S. person (as defined in Regulation S, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. person and any partnership or corporation organized or incorporated under the laws of the United States); (ii) is not purchasing the Subscription Receipts (or the securities issuable upon exercise thereof) on behalf of (as agent or otherwise), or for the account or benefit of, a person in the United States or a U.S. person; (iii) was not offered or sold the Subscription Receipts in the United States; and (iv) did not, nor did its authorized signatory, receive, execute or deliver this Subscription Agreement inside the United States.
- (b) The Purchaser is not a person resident in Canada, and was not and is not subject to Canadian Securities Laws.
- (c) The subscription for the Subscription Receipts by the Purchaser does not contravene any of the applicable securities legislation in the jurisdiction in which the Purchaser resides and does not give rise to any obligation of the Corporation or the Agent to prepare and file a prospectus or similar document or to register the Securities or to be registered with or to file any report or notice with any governmental or regulatory authority.
- (d) The Purchaser is knowledgeable of, or has been independently advised as to, the applicable securities laws of the securities regulatory authorities having application in the jurisdiction in which the Purchaser is resident (the "**International Jurisdiction**") which would apply to the acquisition of the Subscription Receipts.
- (e) The Purchaser is purchasing the Subscription Receipts pursuant to exemptions from prospectus and registration requirement, or equivalent requirements, under applicable securities laws in the International Jurisdiction or it is permitted to purchase the Subscription Receipts under the applicable securities laws in the International Jurisdiction without the need to rely on any exemptions or discretionary orders.
- (f) The Purchaser will, if requested by the Corporation, deliver to the Corporation a certificate or opinion of qualified legal counsel from the International Jurisdiction which

will confirm certain of the matters referred to in the subparagraphs above to the satisfaction of the Corporation and the Agent, acting reasonably.

- (g) The Purchaser has properly completed, executed and delivered to the Corporation this Subscription Agreement and Schedule "C" and the representations, warranties, covenants and information contained herein and therein are true and correct as of the date hereof and will be true and correct as of the Closing Time.

- 9. Reliance on Purchaser's Representations, Warranties, Covenants and Acknowledgements.** The Purchaser acknowledges and agrees that the representations, warranties, covenants and acknowledgements made by the Purchaser in this Subscription Agreement (including the Schedules hereto) are made with the intention that they may be relied upon by the Corporation, Pubco and the Agents and their respective legal counsel in determining the Purchaser's eligibility (and if applicable, the eligibility of the Disclosed Principal) to purchase the Subscription Receipts. The Purchaser further agrees that by accepting the Subscription Receipts, the Purchaser shall be representing and warranting that such representations, warranties, acknowledgements and covenants are true as at the Closing Time with the same force and effect as if they had been made by the Purchaser at the Closing Time.
- 10. Representations, Warranties and Covenants of the Corporation, Cresco, Cresco Corp. and Pubco.** The Purchaser shall have the benefit of the representations, warranties and covenants made by the Corporation, Cresco, Cresco Corp. and Pubco to the Agents and set forth in the Agency Agreement. Such representations, warranties and covenants shall form an integral part of this Subscription Agreement and shall survive and continue in full force and effect for the benefit of the Purchaser in accordance with the Agency Agreement for a period of two (2) years following the Closing. The Corporation acknowledges that, in making its decision to invest in the Corporation, the Purchaser is relying solely on this Subscription Agreement, the Corporate Presentation and the representations, warranties, covenants and acknowledgements of the Corporation, Cresco, Cresco Corp. and Pubco contained in the Agency Agreement.
- 11. Survival of Representations, Warranties and Covenants of the Purchaser.** The representations, warranties and covenants of the Purchaser contained in this Subscription Agreement shall survive the Closing for a period of two (2) years and, notwithstanding such Closing or any investigation made by or on behalf of the Corporation or the Agents with respect thereto and notwithstanding any subsequent disposition by the Purchaser of any of the Subscription Receipts or the Subordinate Voting Shares shall continue in full force and effect for the benefit of the Corporation and the Agents following the Closing Date.
- 12. Survival of Representations, Warranties and Covenants of the Corporation, Cresco, Cresco Corp. and Pubco.** The representations, warranties and covenants of the Corporation, Cresco, Cresco Corp. and Pubco contained in this Subscription Agreement or incorporated by reference herein shall survive the Closing for a period of two (2) years and, notwithstanding such Closing or any investigation made by or on behalf of the Purchaser with respect thereto, shall continue in full force and effect for the benefit of the Purchaser and the Agents.

13. **Agents' Fee.** The Purchaser understands that, in connection with the Offering, the Agents will receive a cash fee equal to equal to 6.0% of the gross proceeds of the Offering (the "**Agents' Fee**"), provided that the Agents' Fee shall be reduced to 1.0% on any orders included on a president's list up to US\$7,500,000 (the "**President's List**"). If the Release Notice is not delivered prior to the Escrow Release Deadline and the Escrowed Proceeds are refunded to Purchasers, the unpaid balance of the Agents' Fee (and which forms part of the Escrowed Proceeds) will not be earned and will not be payable by the Corporation. 50% of the Agents' Fee shall be paid to the Agents on the Closing Date and the balance of the Agents' Fee shall be paid to the Agents on the date on which the Escrow Release is delivered.

In addition, the Corporation shall issue to the Agents that number of broker warrants as is equal to 3.0% of the number of Subscription Receipts sold pursuant to the Offering (the "**Broker Warrants**"), provided that no Broker Warrants shall be issued on any orders included on the President's List. Each Broker Warrant will be exercisable at any time prior to the date that is 24 months following the date on which the Release Notice is delivered to acquire one Subordinate Voting Share at the Subscription Price.

14. **Agents' Expenses.** The Corporation will pay, whether or not the Offering is completed, all of the costs of the Agents in connection with the Offering, including the reasonable fees of the Agents' counsel (up to an aggregate maximum amount of C\$250,000 for Canadian counsel and US\$100,000 for US counsel), as well as the out-of-pocket expenses in connection with due diligence and marketing meetings, as set out in the Agency Agreement (collectively, the "**Agents' Expenses**").
15. **Further Assurances.** Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.
16. **Gender and Number.** Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.
17. **Currency.** Unless otherwise specified, all dollar amounts in this Subscription Agreement, including the symbol "\$", are expressed in Canadian dollars.
18. **Subdivisions and Headings.** The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.
19. **Notices.**
- (a) Any notice, direction or other instrument required or permitted to be given to any party hereto shall be in writing and shall be sufficiently given if delivered personally, or transmitted by facsimile or electronic mail tested prior to transmission to such party, as follows:
- (i) in the case of the Corporation, to:
- Cresco Labs Finco Ltd.

c/o Bennett Jones LLP
3400 One First Canadian Place
Toronto, Ontario T2P 4K7

Attention: Aaron Sonshine

with a copy (which will not constitute notice) to:
Bennett Jones LLP
3400 One First Canadian Place
Toronto, Ontario T2P 4K7

Attention: Aaron Sonshine
Email: sonshinea@bennettjones.com

- (ii) in the case of the Purchaser, at the address specified on the second page hereof, with a copy to Canaccord, at:

Canaccord Genuity Corp.
161 Bay Street, Suite 3000
Toronto, ON M5J 2S1

Attention: Steve Winokur
Email: SWinokur@canaccordgenuity.com

and

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay St.
Toronto, ON M5H 1B9

Attention: Martin Langlois
Email: MLanglois@stikeman.com

- (b) Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted by fax, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.
- (c) Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

20. Time of the Essence. Time shall be of the essence of this Subscription Agreement and every part hereof.

21. Costs and Expenses. Subject to the Agency Agreement and Sections 13 and 14 hereof, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Subscription Agreement and the transactions herein contemplated shall be paid and borne by the party incurring such costs and expenses.

22. **Applicable Law.** This Subscription Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such Province.
23. **Entire Agreement.** Except as contemplated hereby with respect to the Agency Agreement, this Subscription Agreement, including the Schedules hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as aforesaid. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.
24. **Counterparts.** This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Subscription Agreement. Counterparts may be delivered either in original, faxed or PDF form and the parties adopt any signatures received by a PDF or receiving fax machine as original signatures of the parties. If less than a complete copy of this Subscription Agreement is delivered to the Corporation and the Agents, the Corporation and the Agents and their respective advisors are entitled to assume that the Purchaser accepts and agrees to all of the terms and conditions of the pages not delivered, unaltered.
25. **Assignment.** This Subscription Agreement may not be assigned by either party except with the prior written consent of the other party hereto.
26. **Enurement.** This Subscription Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.
27. **Language.** It is the express wish of the Purchaser that this Subscription Agreement and any related documentation be drawn up in English only. Il est de la volonté expresse du souscripteur que la convention de souscription ainsi que tout document connexe soient rédigés en langue anglaise uniquement.
28. **Severability.** If any provision of this Subscription Agreement is determined to be void or unenforceable in whole or in part, it will be deemed not to affect or impair the validity of any other provision of this Subscription Agreement and such void or unenforceable provision will be severable from this Subscription Agreement.

SCHEDULE "A"

The proposed terms and conditions summarized herein are provided for discussion purposes only and do not constitute an offer, agreement or commitment by the Issuer to issue or sell any securities. This term sheet is to be held confidential and its terms may not be shared with outside parties, other than your legal and financial advisors.

These securities have not been and will not be registered under the United States Securities Act of 1933, as amended, (the "U.S. Securities Act") or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, any "U.S. person" (as such term is defined in Regulation S under the U.S. Securities Act) unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from registration is available.

NOT FOR GENERAL SOLICITATION INTO THE UNITED STATES.

Term Sheet



Cresco Labs Finco Ltd. Treasury Offering of Subscription Receipts

Issuer:	Cresco Labs Finco Ltd. (the " Issuer "), a special purpose, British Columbia corporation created by Cresco Labs, LLC.
Type of Transaction:	Treasury offering private placement of up to 11,500,000 subscription receipts (the " Initial Subscription Receipts ") on a best efforts agency basis (the " Offering ").
Amount of Offering:	Up to US\$75.0 million (US\$86.3 if the Agents' Option (as defined below) is exercised in full).
Issue Price:	C\$8.50 per Initial Subscription Receipt (the " Issue Price ") based on a fully-diluted pre-Offering equity valuation of US\$1.8 billion. ¹
Agent's Option:	The Issuer has granted the Agents an option (the " Agents' Option ") to arrange for the sale, on a best efforts agency basis, of up to such number of additional subscription receipts of the Issuer as is equal to 15% of the Initial Subscription Receipts (together with the Initial Subscription Receipts, the " Subscription Receipts "), at the Issue Price. The Agents' Option is exercisable at any time up to 48 hours prior to the Closing Date (as defined below).
Subscription Receipts:	Each Subscription Receipt will, following the completion of the Offering and the satisfaction of the Escrow Release Conditions (as defined below), entitle the holder to receive, without payment of additional consideration or taking of further action, one common share in the capital of the Issuer (each, a " Common Share " and collectively, the " Common Shares "), which will be exchanged for one Subordinate Voting Share in the capital of the Resulting Issuer (as defined below) in the RTO Transaction (as defined below).

¹ Assuming USD:CAD exchange rate of 1.300.

RTO Transaction:

The Issuer, together with Cresco Labs, LLC, intends to complete a reverse take-over (the "**RTO Transaction**") of Randsburg International Gold Corp. (the "**Shell**"), an unlisted Canadian reporting issuer, pursuant to which, among other things, the following will occur:

- (a) Subscription Receipts will be converted into Common Shares upon satisfaction of the Escrow Release Conditions;
- (b) Shell, a newly formed Canadian subsidiary of Shell ("**SubCo**") and the Issuer will enter into an amalgamation agreement pursuant to which the Issuer's shareholders, being the former holders of the Subscription Receipts, will receive subordinate voting common shares of Shell (each, a "**Subordinate Voting Share**" and collectively, the "**Subordinate Voting Shares**"), and the Issuer and Subco will amalgamate to form a resulting entity, "**Amalco**";
- (c) Amalco will be dissolved and liquidated, pursuant to which all of the assets of Amalco (including the cash proceeds of the Offering) will be distributed to Shell; and
- (d) Resulting Issuer's shares will be listed on the Canadian Securities Exchange (the "**Exchange**").

Immediately following completion of the RTO Transaction, the Shell will change its name to "Cresco Labs Inc." (the "**Resulting Issuer**"), or such other name as determined by the directors of the Resulting Issuer.

Capitalization:

The Resulting Issuer will be authorized to issue an unlimited number of Subordinate Voting Shares, an unlimited number of Super Voting Shares and an unlimited number of Proportionate Voting Shares.

Super Voting Shares will be issued for nominal consideration to certain principals of the Resulting Issuer (the "**Principals**") (representing, in aggregate, upon closing of the RTO Transaction, approximately 77.5% voting control). The Super Voting Shares are not entitled to dividends and may not be transferred by the holder except to certain permitted affiliates. In the event that a Principal disposes 50% or more of the direct or indirect equity interests in the Resulting Issuer which it holds upon closing of the RTO, the Resulting Issuer shall immediately redeem or repurchase for cancellation the Super Voting Shares held by such Principal at a redemption price equal to the original issue price.

The Proportionate Voting Shares will be issued to U.S. holders of the Resulting Issuer (which may include the Principals) in order to minimize the proportion of the outstanding voting securities of the Resulting Issuer that are held by "U.S. persons" for purposes of determining whether the Resulting Issuer is a "foreign private issuer" for purposes of United States securities laws. Each Proportionate Voting Share is convertible at any time, subject to certain limitations to be specified in the articles of the Resulting Issuer, into 200 Subordinate Voting Shares (subject to change, depending upon ratios necessary to preserve foreign private issuer status) and entitled to 200 votes per Proportionate Voting Share (representing one vote per Subordinate Voting Share into which it is convertible) at meetings of shareholders (other than certain class

votes). Proportionate Voting Shares are entitled to dividends equivalent to dividends paid on Subordinate Voting Shares on an as-converted basis and, subject to the rights of holders of any shares ranking in priority, to participate rateably on an as-converted basis with holders of Subordinate Voting Shares upon the liquidation or winding-up of the Resulting Issuer.

Each Subordinate Voting Share is entitled to one vote at meetings of shareholders (other than certain class votes). Subordinate Voting Shares are entitled to dividends if, as and when declared by the Board of the Resulting Issuer. Subordinate Voting Shares shall, subject to the rights of holders of any shares ranking in priority, be able to participate rateably upon the liquidation or winding-up of the Resulting Issuer.

Jurisdictions:

The Offering will be offered for purchase and sale (i) to investors in Canada on a private placement basis; (ii) to institutional accredited investors in the U.S. pursuant to available exemptions from registration under the U.S. Securities Act of 1933, as amended; and (iii) to investors resident in jurisdictions outside of Canada and the U.S., in each case in accordance with all applicable laws; provided that no prospectus, registration statement or similar document is required to be filed in such foreign jurisdiction.

Escrowed Proceeds:

The gross proceeds from the sale of the Subscription Receipts, less (i) the Agents' expenses in connection with the Offering accrued at that time (including legal fees, disbursements and applicable taxes) ("**Agents' Expenses**"), and (ii) 50% of the Agency Fee (as defined below), will be deposited into escrow on the Closing Date (the "**Escrowed Proceeds**") with Odyssey Trust Company or another escrow agent mutually acceptable to the Agents and the Issuer (the "**Subscription Receipt Agent**") and invested in an interest bearing account (the Escrowed Proceeds, together with all interest and other income earned pending satisfaction of the Escrow Release Conditions, are referred to as the "**Escrowed Funds**"), pursuant to the terms and conditions of a subscription receipt agreement to be entered into on the Closing Date among the Issuer, the Co-Lead Agents and the Subscription Receipt Agent (the "**Subscription Receipt Agreement**").

The remaining balance of the Agency Fee (as defined below) and any remaining Agents' Expenses accrued at the time the Escrowed Funds are released from escrow, will be released to the Agents out of the Escrowed Funds and the balance of Escrowed Funds will be released from escrow to the Issuer upon the satisfaction of the following conditions (collectively, the "**Escrow Release Conditions**"):

- (a) ancillary agreements regarding the RTO Transaction (the "**Ancillary Agreements** ") shall have been entered into by the Issuer and the Shell (and certain affiliates thereof) in accordance with the terms of the letter agreement entered into between the Shell and Cresco Labs, LLC dated October 9, 2018 (the "**Letter Agreement**");
- (b) the completion or satisfaction by the Issuer and the Shell of all conditions precedent to the RTO Transaction in accordance with the terms of the Letter Agreement and Ancillary Agreements, without amendment or waiver, unless such amendment or waiver is acceptable to the Co-Lead Agents, acting reasonably;

- (c) the Subordinate Voting Shares of the Resulting Issuer being approved for listing on the Exchange;
- (d) the receipt of all regulatory, shareholder and third-party approvals, if any, required in connection with the RTO Transaction;
- (e) the receipt by the Co-Lead Agents of federal US securities law and Ohio, Pennsylvania and Illinois state regulatory law opinions from the Issuer's counsel, in form satisfactory to the Co-Lead Agents and their counsel, acting reasonably, and subject to customary and appropriate assumptions and qualifications;
- (f) the Issuer shall not be in breach or default of any of its covenants and obligations under the Subscription Receipt Agreement or the agency agreement to be signed in respect of the Offering (the "**Agency Agreement**"), except (in the case of the Agency Agreement only) for those breaches or defaults that have been waived by the Co-Lead Agents and all conditions set out in the Agency Agreement shall have been fulfilled, which shall all be confirmed to be true in a certificate of a senior officer of the Issuer; and
- (g) the delivery of the release certificate to the Escrow Agent in accordance with the terms of the Subscription Receipt Agreement.

If (i) the Escrow Release Conditions are not satisfied on or before the date that is 120 days following the Closing Date, unless extended in accordance with the terms of the Subscription Receipt Agreement (the "**Escrow Deadline**"), or (ii) prior to the Escrow Deadline, the Issuer advises the Agents or announces to the public that it does not intend to complete the RTO Transaction prior to the Escrow Deadline or the Definitive Agreement is terminated (any such event being a "**Termination**"), holders of the Subscription Receipts shall, commencing at 12:00 p.m. (EST) on the third business day following the date on which the Termination occurs, be entitled to receive from the Escrow Agent and the Escrow Agent shall pay to each holder of Subscription Receipts an amount equal to the Issue Price for each Subscription Receipt plus a pro rata share of interest earned thereon, and all of the Subscription Receipts shall be cancelled. If the amount of the Escrowed Funds, including all interest thereon, would not be sufficient to satisfy any such payment then, pursuant to the Subscription Receipt Agreement, the Issuer will be required to deposit an additional amount, sufficient to satisfy the shortfall, with the Subscription Receipt Agent prior to the time at which the payment is required.

Use of Proceeds:

The net proceeds from the Offering shall be used by the Resulting Issuer to finance development costs, strategic license acquisitions and general corporate expenses.

Listing:

The Issuer is not a reporting issuer in any province or territory in Canada and its securities are not listed on any stock exchange. In connection with the completion of the RTO Transaction, the Subordinate Voting Shares of the Resulting Issuer (including those issued in exchange for the Common Shares issuable upon exercise of the Subscription Receipts) will be listed on the Exchange (the "**Listing**").

The Subscription Receipts will not be, and no other securities of the Issuer currently are, listed on any stock exchange.

Agents: Canaccord Genuity Corp. and GMP Securities L.P. will act as co-bookrunners and co-lead agents to the Offering (and together with a syndicate of agents, the “**Agents**”).

Fees: The Issuer shall pay to the Agents a cash fee (the “**Agency Fee**”) equal to 6.0% of the gross proceeds of the Offering, provided that the Agency Fee shall be reduced to 1.0% on any orders included on a president’s list up to US\$7.5 million. 50% of the Agency Fee shall be paid to the Agents on the Closing Date and the balance of the Agency Fee shall be paid to the Agents on the Escrow Release Date.

In addition, the Issuer shall issue to the Agents that number of broker warrants as is equal to 3.0% of the number of Subscription Receipts sold pursuant to the Offering (the “**Broker Warrants**”), provided that no Broker Warrants shall be issued on any orders included on a president’s list up to US\$7.5 million. Each Broker Warrant will be exercisable at any time prior to the date that is 24 months following the date the Escrow Release Conditions are satisfied (the “**Escrow Release Date**”) to acquire one Subordinate Voting Share of the Resulting Issuer at the Issue Price. 50% of the Agency Fee shall be paid to the Agents on the Closing Date and the balance of the Agency Fee shall be paid to the Agents on the Escrow Release Date. In the event a Termination occurs on or before the Escrow Deadline, the Broker Warrants shall thereafter be void and of no further force and effect.

Upon completion of the RTO Transaction, the Broker Warrants shall be exchanged for economically equivalent broker warrants of the Resulting Issuer.

Standstill: Cresco Labs, LLC, the Issuer and the Resulting Issuer will be subject to standstill provisions in respect of the issuance of additional securities for a period of 180 days after Closing Date, subject to certain customary exceptions.

Lock-Up: The Issuer agrees that it will cause (i) certain shareholders and (ii) each of its executive officers and directors, to enter into an agreement in favour of the Agents prior to or concurrently with the execution of the agency agreement to be executed between the Issuer and the Agents in respect of the Offering, pursuant to which each of such individuals will agree not to, directly or indirectly, offer, issue, sell, grant, secure, pledge, or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form of agreement the consequence of which is to alter economic exposure to, or announce any intention to do so, in any equity securities of Cresco Labs, LLC, the Issuer or the Resulting Issuer held by such individuals until the date which is 180 days following the Escrow Release Date, subject to certain exceptions to be set out in the relevant lock up agreements.

Eligibility: The Subscription Receipts will not be qualified investments under the *Income Tax Act* (Canada) for trusts governed by RRSPs, RRIFFs, DPSPs, RESPs and TFSA (collectively, “**registered plans**”). The Subordinate Voting Shares issued pursuant to the RTO Transaction will be qualified investments under the *Income Tax Act* (Canada) for registered plans at a particular time provided that, at that time: either (a) the Subordinate Voting Shares are listed on the Exchange, or (b) the Resulting Issuer is a “public corporation” for purposes of the *Income Tax Act* (Canada).

Closing Date:

On or about November 26, 2018.

SCHEDULE "B"
CANADIAN PURCHASER CERTIFICATE

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.

TO: Cresco Labs Finco Ltd. (the "Corporation")

**AND TO: Canaccord Genuity Corp. and GMP Securities L.P., Cormark Securities Inc.,
Beacon Securities Limited (collectively, the "Agents")**

Reference is made to the subscription agreement between the Corporation and the undersigned (referred to herein as the "**Purchaser**") dated as of the date hereof (the "**Subscription Agreement**"). Upon execution of this Purchaser Certificate by the Purchaser, this Purchaser Certificate (including all appendices thereto) shall be incorporated into and form a part of the Subscription Agreement.

Terms not otherwise defined herein have the meanings attributed to them in the Subscription Agreement and in National Instrument 45-106 – Prospectus Exemptions ("NI 45-106") promulgated under applicable Securities Laws. All monetary references are in Canadian dollars.

In connection with the purchase by the Purchaser of subscription receipts of the Corporation ("**Subscription Receipts**"), the Purchaser represents, warrants and covenants (on its own behalf and, if applicable, on behalf of those for whom the Purchaser is contracting under the Subscription Agreement) and certifies to the Corporation and the Agents (and acknowledges that the Corporation, the Agents and their respective counsel are relying thereon) that:

General

A. one of the following clauses (i), (ii) or (iii) applies:

- (i) the Purchaser is resident in or otherwise subject to the laws of the jurisdiction set out as the "Purchaser's Residential Address" on the second page of the Subscription Agreement and is purchasing as principal for its own account and not for the benefit of any other person;
- (ii) the Purchaser is contracting hereunder on behalf of a Disclosed Principal and such Disclosed Principal is resident in or otherwise subject to the laws of the jurisdiction set out as the "Disclosed Principal's Residential Address" on the second page of the Subscription Agreement and is purchasing as principal for its own account and not for the benefit of any other person; or
- (iii) the Purchaser is deemed to be purchasing as principal pursuant to NI 45-106 with respect to a purchase of the Subscription Receipts, by virtue of the fact that it is a trust company or trust corporation described in clause (p) of the definition of "accredited investor" in Section B below and is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada, or by virtue of the fact that it is a person or company described in clause (q) of the definition of "accredited investor" in clause B below; **and**

Prospectus Exemptions

B. the Purchaser or the Disclosed Principal, as applicable, is, as of the date hereof, and will be, as of the Closing Date, an "accredited investor", as such term is defined in NI 45-106, by virtue of the fact that the Purchaser or the Disclosed Principal, as applicable, falls within one or more of the following categories **checked below**. **A Purchaser checking boxes (j), (k) or (l) must also complete and sign Appendix "A" to this Schedule "B" (Form 45-106F9 – Form for Individual Accredited Investors).** *If the Purchaser or Disclosed Principal is a permitted client that is not an individual, "NIPC" can be selected instead of the paragraph number.*

	"NIPC" – non-individual permitted client;	<input type="checkbox"/>
(a)	(i) except in Ontario, a Canadian financial institution, or a Schedule III bank; or (ii) in Ontario, a financial institution that is (A) a bank listed in Schedule I, II or III of the Bank Act (Canada); (B) an association to which the <i>Cooperative Credit Associations Act</i> (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act; or (C) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;	<input type="checkbox"/>
(b)	the Business Development Bank of Canada incorporated under the <i>Business Development Bank of Canada Act</i> (Canada);	<input type="checkbox"/>
(c)	a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;	<input type="checkbox"/>
(d)	a person or company registered under the securities legislation of a jurisdiction (province or territory) of Canada as an adviser or dealer (or in Ontario, except as otherwise prescribed by the regulations under the <i>Securities Act</i> (Ontario));	<input type="checkbox"/>
(e)	an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);	<input type="checkbox"/>
(e.1)	an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the <i>Securities Act</i> (Ontario) or the <i>Securities Act</i> (Newfoundland and Labrador);	<input type="checkbox"/>
(f)	the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;	<input type="checkbox"/>
(g)	a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;	<input type="checkbox"/>
(h)	any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;	<input type="checkbox"/>
(i)	a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada;	<input type="checkbox"/>
(j)	an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000;	<input type="checkbox"/>
(j.1)	an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000;	<input type="checkbox"/>
(k)	an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current	<input type="checkbox"/>

	calendar year;	
(l)	an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;	<input type="checkbox"/>
(m)	a person, other than an individual or an investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements;	<input type="checkbox"/>
(n)	an investment fund that distributes or has distributed its securities only to: <ul style="list-style-type: none"> (i) a person that is or was an accredited investor at the time of the distribution; (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 (Minimum amount investment), or 2.19 (Additional investment in investment funds) of NI 45-106; or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 (Investment fund reinvestment) of NI 45-106; 	<input type="checkbox"/>
(o)	an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;	<input type="checkbox"/>
(p)	a trust company or trust corporation registered or authorized to carry on business under the <i>Trust and Loan Companies Act</i> (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;	<input type="checkbox"/>
(q)	a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;	<input type="checkbox"/>
(r)	a registered charity under the <i>Income Tax Act</i> (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;	<input type="checkbox"/>
(s)	an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;	<input type="checkbox"/>
(t)	a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;	<input type="checkbox"/>
(u)	an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;	<input type="checkbox"/>
(v)	a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or	<input type="checkbox"/>
(w)	a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.	<input type="checkbox"/>
(x)	in Ontario, such other persons or companies as may be prescribed by the regulations under the <i>Securities Act</i> (Ontario). ***If checking this category (x), please provide a description of how this requirement is met.	<input type="checkbox"/>

The foregoing representations are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Date. If any such representation shall not be true and accurate prior to the Closing Date, the undersigned shall give immediate written notice of such fact to the Corporation.

Dated: _____, 2018.

Name of Purchaser

Name of witness (if the Purchaser is an individual)

Signature of Purchaser

Signature of witness

If the Purchaser is a corporation, print name and title of Authorized Signing Officer

APPENDIX "A" TO SCHEDULE "B"

**Form 45-106F9
Form for Individual Accredited Investors**

<p>WARNING!</p> <p>This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.</p>
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SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

1. About your investment	
Type of securities: Subscription Receipts	Issuer: Cresco Labs Finco Ltd.
Purchased from: Issuer	

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$ _____. [Instruction: Insert the total dollar amount of the investment.]	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	

3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<ul style="list-style-type: none"> Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	

<ul style="list-style-type: none"> • Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling securityholder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment	
<p>Cresco Labs Finco Ltd. c/o Bennett Jones LLP 3400 One First Canadian Place Toronto, Ontario T2P 4K7</p> <p>Attention: John Schetz Email: john.schetz@crescolabs.com</p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	

SCHEDULE "C"
NON-CANADIAN/NON-UNITED STATES
PURCHASER CERTIFICATE

TO: Cresco Labs Finco Ltd. (the "Corporation")

**AND TO: Canaccord Genuity Corp. and GMP Securities L.P., Cormark Securities Inc.,
Beacon Securities Limited (collectively, the "Agents")**

Reference is made to the subscription agreement between the Corporation and the undersigned (referred to herein as the "**Purchaser**") dated as of the date hereof (the "**Subscription Agreement**"). Upon execution of this Purchaser Certificate by the Purchaser, this Purchaser Certificate (including all appendices thereto) shall be incorporated into and form a part of the Subscription Agreement.

In connection with the purchase of subscription receipts of the Corporation ("**Subscription Receipts**") by the Purchaser, the Purchaser represents, warrants and covenants (on its own behalf and, if applicable, on behalf of those for whom the Purchaser is contracting under the Subscription Agreement) and certifies to the Corporation and the Agents, acknowledges that the Corporation and the Agents are relying thereon that:

General

- A. one of the following clauses (i) or (ii) applies:
- (i) the Purchaser is resident in or otherwise subject to the laws of the jurisdiction set out as the "Purchaser's Address" on the face page of the Subscription Agreement and is purchasing as principal for its own account and not for the benefit of any other person, for investment only, and not with a view to the resale or distribution of all or any of the Subscription Receipts; or
 - (ii) the Purchaser is contracting hereunder on behalf of a disclosed principal and such disclosed principal is resident in or otherwise subject to the laws of the jurisdiction set out as the "Disclosed Principal's Address" on the face page of the Subscription Agreement, which disclosed principal is purchasing as principal for its own account and not for the benefit of any other person, for investment only, and not with a view to the resale or distribution of all or any of the Subscription Receipts and acknowledges that the Corporation may be required by law to disclose to certain regulatory authorities the identity of each disclosed principal for whom the Purchaser is contracting; and

Prospectus Exemptions

- B. the Purchaser, on its own behalf and (if applicable) on behalf of others for whom it is contracting hereunder, further represents, warrants and covenants to and with the Corporation (and acknowledges that the Corporation is relying thereon) that it is, and (if applicable) any beneficial purchaser for whom it is contracting hereunder is, a resident of, or otherwise subject to, the securities legislation of a jurisdiction other than Canada or the United States, and:
- 1. the Purchaser is, and (if applicable) any other purchaser for whom it is contracting hereunder, is:
 - (a) a purchaser that is recognized by the securities regulatory authority in the jurisdiction in which it is, and (if applicable) any other purchaser for whom it is contracting hereunder is resident or otherwise subject to the securities laws of such jurisdiction, as an exempt purchaser and is purchasing the Subscription Receipts as principal for its, or (if applicable) each such other purchaser's, own account, and not for the benefit of any other person, for investment only and not with a view to resale or distribution; or

- (b) a purchaser which is purchasing Subscription Receipts pursuant to an exemption from any prospectus or securities registration requirements (particulars of which are enclosed herewith) available to the Corporation, the Purchaser and any such other purchaser under applicable securities laws of their jurisdiction of residence or to which the Purchaser and any such other purchaser are otherwise subject to, and the Purchaser and any such other purchaser shall deliver to the Corporation such further particulars of the exemption and their qualification thereunder as the Corporation may reasonably request;
2. all acts of solicitation, conduct or negotiations directly or indirectly in furtherance of the purchase of the Subscription Receipts occurred outside of Canada and the United States and no offer was made to the Purchaser in Canada or the United States and the buy order in respect of the subscription was not placed from within Canada or the United States;
 3. is knowledgeable of, or has been independently advised as to, the applicable securities laws of the securities regulatory authorities having application in the jurisdiction in which the Purchaser is resident which would apply to the subscription by the Purchaser for the Subscription Receipts;
 4. the purchase of Subscription Receipts by the Purchaser, and (if applicable) each such other purchaser, does not contravene any of the applicable securities laws in such jurisdiction and does not trigger: (i) any obligation to prepare and file a prospectus, an offering memorandum or similar document, or any other ongoing reporting requirements with respect to such purchase or otherwise; or (ii) any registration or other obligation on the part of the Corporation; and
 5. the Purchaser, and (if applicable) any other purchaser for whom it is contracting hereunder, will not sell or otherwise dispose of any Subscription Receipts or underlying securities (or any other securities into which such underlying securities are converted or for which such underlying securities are exchanged), except in accordance with applicable Canadian and United States securities laws, and if the Purchaser, or (if applicable) such beneficial purchaser, sells or otherwise disposes of any Subscription Receipts or underlying securities (or any other securities into which such underlying securities are converted or for which such underlying securities are exchanged) to a person other than a resident of Canada, the Purchaser, and (if applicable) such beneficial purchaser, will obtain from such purchaser representations, warranties and covenants in the same form as provided in this Schedule and shall comply with such other requirements as the Corporation may reasonably require.

The foregoing representations are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representation shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation.

Dated: _____, 2018

Name of Purchaser

Signature of Purchaser

If the Purchaser is a corporation, print name and title of Authorized Signing Officer

Name of Disclosed Principal (if any)

SCHEDULE "D" DEFINITIONS

In addition to the terms defined in the Subscription Agreement, and whenever used in the Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows:

- (a) **"Agency Agreement"** means the agency agreement to be dated on or about the Closing Date to be entered into between the Agents and the Corporation in respect of the Offering;
- (b) **"Agents"** has the meaning ascribed to such term on page 2 of the Subscription Agreement;
- (c) **"Agents' Expenses"** has the meaning ascribed to such term in Section 14;
- (d) **"Agents' Fee"** has the meaning ascribed to such term in Section 9;
- (e) **"Amalgamation"** has the meaning ascribed to such term in Section 1(e);
- (f) **"BlockerCo"** has the meaning ascribed thereto in Section 1(c);
- (g) **"Broker Warrants"** has the meaning ascribed thereto in Section 9;
- (h) **"Business Combination"** has the meaning ascribed to such term in Section 1;
- (i) **"Business Day"** means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business;
- (j) **"Canaccord"** means Canaccord Genuity Corp.;
- (k) **"CDS"** has the meaning ascribed to such term on page 3 of the Subscription Agreement;
- (l) **"Closing"** has the meaning ascribed to such term in Section 3;
- (m) **"Closing Date"** has the meaning ascribed to such term in Section 3;
- (n) **"Closing Time"** has the meaning ascribed to such term in Section 3;
- (o) **"Common Shares"** has the meaning ascribed to such term in Section 1(e);
- (p) **"Control Person"** has the meaning ascribed thereto in subsection 1(1) of the *Securities Act* (Ontario);
- (q) **"Corporate Presentation"** means the investor presentation entitled "CRESCOlabs" delivered in connection with the Offering;
- (r) **"Corporation"** means Cresco Labs Finco Ltd., and includes any successor corporation to or of the Corporation;
- (s) **"CRA"** means the Canada Revenue Agency;
- (t) **"Cresco"** means Cresco Labs, LLC,

- (u) **"Cresco Acquired Units"** has the meaning ascribed thereto in Section **Error! Reference source not found.**;
- (v) **"Cresco Corp."** means Cresco U.S. Corp.;
- (w) **"Cresco Redeemable Units"** has the meaning ascribed thereto in Section 1(c);
- (x) **"Disclosed Principal"** has the meaning ascribed to such term on page [3](#) of the Subscription Agreement;
- (y) **"Elected Amount"** has the meaning ascribed to such term in Schedule "D" attached to the Subscription Agreement;
- (z) **"Electing Shareholder"** means an Eligible Shareholder who make the election described in Section 1 of the Subscription Agreement;
- (aa) **"Eligible Shareholder"** means a beneficial owner of Common Shares who is a resident in Canada for the purposes of the Tax Act and any applicable income tax treaty or convention;
- (bb) **"Escrow Agent"** has the meaning ascribed to such term in Section 1(e);
- (cc) **"Escrow Release Conditions"** has the meaning ascribed to such term in Section 2(d);
- (dd) **"Escrow Release Deadline"** has the meaning ascribed thereto in Section 2(d);
- (ee) **"Escrowed Proceeds"** has the meaning ascribed to such term in Section 2(d);
- (ff) **"including"** means including without limitation;
- (gg) **"Insider"** has the meaning ascribed to such term in subsection 1(1) of the *Securities Act (Ontario)*;
- (hh) **"International Jurisdiction"** has the meaning ascribed to such term in Section 8(d);
- (ii) **"Investors"** has the meaning ascribed to such term in Section 2(d);
- (jj) **"NI 45-106"** means National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators;
- (kk) **"Offering"** means the offering by the Corporation of up to approximately US\$75,000.000 of Subscription Receipts to be issued and sold by the Corporation pursuant to the Subscription Agreements and the Agency Agreement;
- (ll) **"PCMLTFA"** has the meaning ascribed to such term in Section 6(hh);
- (mm) **"Person"** includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;
- (nn) **"President's List"** has the meaning ascribed to such term in Section 9;
- (oo) **"Pubco"** has the meaning ascribed to such term in Section 1;
- (pp) **"Pubco Shares"** has the meaning ascribed to such term in Section 1(b);

- (qq) **"Purchaser"** means the subscriber for the Subscription Receipts as set out on the face page of this Subscription Agreement and includes, as applicable, each Disclosed Principal for whom it is acting;
- (rr) **"Qualifying Jurisdictions"** means (a) to "accredited investors" in the provinces and territories of Canada and (b) to investors in the United States under exemptions from the registration requirements of applicable US securities laws, and (c) to Investors, in each case in accordance with all applicable laws provided that no prospectus, registration statement or similar document is required to be filed in such jurisdiction;
- (ss) **"Release Notice"** has the meaning ascribed to such term in Section 2(d);
- (tt) **"Resulting Issuer"** means Pubco after giving effect to the Business Combination;
- (uu) **"Resulting Issuer Securities"** means the securities of the Resulting Issuer, including the Super Voting Shares and the Subordinate Voting Shares;
- (vv) **"Returned Proceeds"** has the meaning ascribed to such term in Section 2(e);
- (ww) **"Securities"** means the Subscription Receipts and Common Shares, collectively or individually, as the context requires;
- (xx) **"Securities Laws"** means, as applicable, (i) the securities laws, regulations, rules, rulings and orders in each of the provinces of Canada, the applicable policy statements, notices, blanket rulings, orders and all other regulatory instruments of the securities regulators in each of the provinces of Canada, and (ii) the U.S. Securities Act, the U.S. Exchange Act, the state securities legislation of any state of the United States and all rules, regulations and orders promulgated thereunder, as amended from time to time;
- (yy) **"Subordinate Voting Shares"** has the meaning ascribed to such term in Section 1(e);
- (zz) **"Subscription Agreement"** means this subscription agreement (including any Schedules hereto) and any instrument amending this Subscription Agreement; hereof, hereto, hereunder, herein and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression "Article" or "Section" followed by a number means and refers to the specified Article or Section of this Subscription Agreement;
- (aaa) **"Subscription Amount"** has the meaning ascribed to such term on page [2](#) of the Subscription Agreement;
- (bbb) **"Subscription Price"** has the meaning ascribed to such term on page [2](#) of the Subscription Agreement;
- (ccc) **"Subscription Receipt Agreement"** has the meaning ascribed to such term in Section 2(c);
- (ddd) **"Subscription Receipts"** has the meaning ascribed to such term on page [2](#) of the Subscription Agreement;
- (eee) **"Super Voting Shares"** has the meaning ascribed to such term in Section 2(c);
- (fff) **"Tax Act"** means the *Income Tax Act (Canada)* as amended, re-enacted or replaced from time to time and any proposed amendments thereto announced publicly by or on behalf of the Minister of Finance (Canada) on or prior to the date of this Subscription Agreement;

- (ggg) "**Tax Election**" has the meaning ascribed to such term in Schedule "D" attached to the Subscription Agreement;
- (hhh) "**Term Sheet**" means the term sheet delivered to potential purchasers of Subscription Receipts, a copy of which is attached as Schedule "A" to the Subscription Agreement;
- (iii) "**Trade Sanctions**" has the meaning ascribed to such term in Section 6(ii);
- (jjj) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (kkk) "**U.S. Exchange Act**" means the *United States Securities Exchange Act of 1934*, as amended;
- (lll) "**U.S. Person**" has the meaning ascribed to that term in Rule 902(k) of Regulation S under the U.S. Securities Act; and
- (mmm) "**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended.

SCHEDULE "E"
CONTACT INFORMATION FOR CANADIAN SECURITIES COMMISSIONS

Alberta Securities Commission

Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082
Public official contact: FOIP Coordinator

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: FOI-privacy@bccsc.bc.ca
Public official contact: FOI Inquiries

The Manitoba Securities Commission

500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2561
Toll free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330
Public official contact: Director

Financial and Consumer Services Commission (New Brunswick)

85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcnbc.ca
Public official contact: Chief Executive Officer and Privacy Officer

Government of Newfoundland and Labrador

Financial Services Regulation Division
P.O. Box 8700, Confederation Building
2nd Floor, West Block, Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: (709) 729-4189
Facsimile: (709) 729-6187
Public official contact: Superintendent of Securities

Government of the Northwest Territories

Office of the Superintendent of Securities
P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal & Enforcement
Telephone: (867) 767-9305
Facsimile: (867) 873-0243
Public official contact: Superintendent of Securities

Government of Nunavut

Department of Justice
Legal Registries Division
P.O. Box 1000, Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594
Public official contact: Superintendent of Securities

Ontario Securities Commission

20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593- 8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact: Inquiries Officer

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283
Public official contact: Superintendent of Securities

Autorité des marchés financiers

800, Square Victoria, 22^e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337 or 1-877-525-0337
Facsimile: (514) 873-6155 (For filing purposes only)
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers);
fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers)
Public official contact: Secrétaire générale

Financial and Consumer Affairs Authority of Saskatchewan

Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5842
Facsimile: (306) 787-5899
Public official contact: Director

Government of Yukon

Department of Community Services
Office of the Superintendent of Securities
307 Black Street
Whitehorse, Yukon Y1A 2N1
Telephone: 867-667-5466
Facsimile: (867)393-6251
Email: securities@gov.yk.ca
Public official contact: Superintendent of Securities

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street

Duke Tower

P.O. Box 458

Halifax, Nova Scotia B3J 2P8

Telephone: (902) 424-7768

Facsimile: (902) 424-4625

Public official contact: Executive Director

**Schedule F
Locked Up Holders and Lock Up Undertaking**

Names of Locked Up Holders:

1006, LLC	CB2 Initiative, LLC	David B. Faith
317 Investments, LLC	Chad Hawley	David Balnave
420 Cleveland, LLC	Charles Bachtell	David Ellis
4-94 Therapeutics, LLC	Charles Bush-Joseph	David Isreal
ADLAC, LLC	Charlie Bachtell	David N Grimes
AKS Bud Group	Chris Schrimpf	Dean M. Ellis & Wendy J. Ellis
Aksarben Holdings VIII, LLC	Christina Englander	Deborah Ford
Alexander Jenkins	Christine L. Birck	DGG & LFG Investments LLC
Allen W. Lattof	Christopher B. Ahrens	Diane E. McCuaig Family Gift Trust
Andrew Boland	Christopher B. Ahrens	Diane Reynolds
Andrew M. Lawrence	CM Pharma, LLC	Divland Investments LLC
Atlas CB, LLC	Corcoran Holdings, Inc	DM Alt Holdings LLC
BaliBurren Inc.	Corcoran Holdings, LLC	Dominic Sergi
Better Odds, LLC	CR Realty Capital, LLC	DomJoN, LLC
Blue Heron Investments, LLC	Craig D. Braham	DSR Investments
Blue View, LLC	Cres Investment, LLC	Ean Seeb
Bobb-McCulloch Fund, LLC	Crespo & Cruz, LLC	Ean Seeb
Brad and Barbara Nikles	CTB Capital	Earl Moore
Bradley & Lisa Zucker	Cyril Leeder In Trust	Emerald Bay, GI, LLC
Brellenthin Investments, LLC	D. Gregory Steliotes	Emile Debs
Brian Grimes	Daniel and MaryAnn Miller Family Trust	Enarebe, LLC
Brown Family Trust	Daniel D Dolan Declaration of Trust Dated This 25th Day of July, 2017	Eric J. Ostermeier 2004 Irrevocable Trust Dated 26 Feb 04
BZMM, LLC	Daniel Spitz	Esposito Family Trust Dated May 24, 2016
Cachipay, LLC	Daniel T. Zelazny	Falcon X11, LLC
Calti, LLC	Daniel Zelazny	FDS Investments, LLC
Cappre LLC	Darren Green	Fein Ventures, LLC
Carmine Napolitano Personal Irrevocable Trust		

FFI6 LLC	Jason Erkes	Joseph Caltabiano
Field of Greens, LLC	Jeffers Aviation	Joseph Friedman
Garett Gilles	Jeffery A. Krause Trust	Joseph Schneider
George Keenan	Jeffery Grimes	Josh Rubin
GFCJEB, LLC	Jeffery I Spitz Trust	Jourdan Kurtz
GG & K Holdings, LLC	Jeffery J. Provenza	JP Investments of Hudson LLC
GGKE Investments LLC	Jeremy Samuelson	JSNGS LLC
Global Green, LLC	Jeri Smith	Julie Saffar
Gormax Holdings Limited	JGK Capital, LLC	JVAN Investment, LLC
Green Hat, LLC	Jim Amend	K25 Holdings, LLC
Green Medical Partners, LLC	Jim Gentleman	Karen Ostermeier
Greenery Group, LLC	JL Ventures, LLC	Kathleen Cullen-Harwood
Greg Sniezek	Joe Carolan	Kayvan Khalatbari
Growth Initiative	John Jilek	Kent Hartley
Hadron Capital LLP	John A Kania	Kevin Fitzpatrick
Hastings Street Partners, LLC	John D Cortese Revocable Trust	Kevin J. Brown Revocable Trust Dated 1/20/1995
Heidi Nursey	John D. Giles and Kelly A. Giles	Kevin Mize
Hendrxx, LLC	John Gilligan	Kickapoo Lane, LLC
Herbal Life, LLC	John Gorman	Kim Kosanovich
Highland Ventures LLC	John J. Callaghan	KLA Investments, LLC
HMG MRB Partners, LP	John Kania	Kyle Hardy
Howard Klapman	John Limpert	Kyzurie Inc.
IPH PI, LLC	John Planes	Lakeway Cres, LLC
Ivor and Rene Van Wingerden	John R Walter Declaration of Trust U/A/D 08/18/89	Larry F. Laurello
J & J Farm Holding, LLC	John S. Ellis	Liberty Trust Company LTD, Custodian FBC John Brellenthin
Jake Hosler	John Sabatalo	Light House Strategies
James Bushnell	John Schetz	Linebaugh Investments, LLC
James Cyriac	Joint Venture Investments, LLC	LJM Group Investment #1, LLC
James Green	Jon & Allyson Kreycik	Louis T. Buth
James Scott Persons	Jose Adames	LPHR, LLC
James Thornton	Joseph & Bindoo Rizzo	

M2 Investors LLC	Molly Melman Investment Trust	Raechel White
M3 (Chicago) LLC	Moose Joke, LLC	Randall & Ann Gunst
Madeleine Hohe	MSJ Lab Works, LLC	Randall G. Rueth
Marc and Jamie Klein	Mt. Camala Holdings LLC	Randall Rueth
Marc Pollack	Mugzee Holdings LLC	Ray Hohe
Maria Pimentel	MYHR, LLC	Raymond Hohe Living Trust U.T.D. 10-29-09
Marisa Lazatin	NAF Investments LLC	Richard Robert Ryel
Mark Grimes	Natalie Rubin	RMS Med Group, LLC
Mark Mandel	Natalie Waeghe	Rob Guarnaccio
Mark O. Stern Trustee	Navy Capital Green International, Ltd	Robert J. Ammon
Maroon 1, LLC	Nicholas Hice	Robert M. Hinz Jr.
Maroon 2, LLC	Nick Taylor	Robert Markwart
Mary McCue	Nicole Lambert	Robert Sampson
Matthew Haedicke	Novy Investments	Roger Riachi
Matthew Pistorio	NT Green Capital LLC	Ronald Knoll
Maywin Enterprises, LLC	Orange Partners, LLC	Ryan Samuelson
MBK Holdings, LLC	Patrick Hughes	Ryder Equities, LLC
McCormack Capital, LLC	Patrick Van Meter	SB Companies, LLC
MdMar, LLC	Paul M. Embree	Schwartz Real Estate Managment, LLC
Melissa Durkee	Paul T. Bohlander	Scott Gregory
Michael Carusillo	Pauline Gimbel	Scott Reynolds
Michael Divane	Pedro Fernandez del Valle	Scuderia, LLC
Michael Hartley	Peianado Family Dynasty Trust	Sean McAlister
Michael J. Pompeani	Pepin Ventures, LLC	Sean Morrison
Michael Karl Grahl	Peter Kosanovich	Sergi Ventures, LLC
Michael Laurello	Peyton Brennock	Seven II, LLC
Michael Ritschdorff Trustee of the Michael William Ritschdorff Irrevocable Trust dates 12/27/2012	Philip E. Ross Living Trust U/T/A Dated 5/3/01	Seven Mile Food and Beverage, LLC
Michael Schrimpf	Pin High Capital LLC	Shant Banosian
Milemarker 83 Fund, LLC	PMJ Properties, LLC	Simpson IV
Miriam L Dammarell TTEE, u/t/d 1/28/99	PSF Lab LLC	Simpson VIII
	Quinby, LLC	SnakeJak LLC

Sonny Group, LLC	The Jarrod Melman Investment Trust	Tracey Ann Carragher Revocable Trust
Spectrum Investment Partners, LLC	The Kletchka Group, LLC	Trava Bros LTD
Stanley Jesionowski	The Matthew Palumbo Co. DBA The Aventine Group	Troy Judy
Stephen Grimes	The RJ Melman Investment Trust	Trustee of the Jeffrey S. Grimes Living Trust, dated June 2, 2000
Stephen Hildebrandt	The Ventana Project, LLC	TSC, LLC
Stephen Romano	The Walenga Living Trust	TSF Flying High LLC
Steven and Mary Tokic	Therese K. Healy	Twelve1 LLC
Steven J. Smits	Thomas & Christy Russell	Tyler D Qualio
Steven M. Dumbacher	Thomas & Christy Russell	Ulysses Barrios
Stephen Romano	Thomas E Gniot	Vidco Group, LTD
Steven T. Moore	Thomas G Lavallee Turst U/A DTD 2-16-2001	Vidco Group, LTD
Steven W. Witz	Thomas Green	Wei Liu
Stout Investment Group LP	Thomas Hawkes	White Pine Canyon Group, LLC
Stuart Babendir	Thomas Healy	William J Sheehy
Stuart Gimbel	Thomas J. Manning Revocable Trust	William Scherschel III
Sunrise Sunset Investments, LLC	Thomas J. Reilly III	WPC2 LLC
Terrence R. Ryan	Thorcentrix LLC	Xstrategy LLC
Terrence Ryan	Todd Marks	Yeltrah Cannabis, LLC
Terry Byrne	Todd Rafac	Zach Marburger
THE 70, LLC	Top Investments LLC	Zola Global Investors Ltd.
The Corcoran Living Trust dated October 7, 2013	Top Knits, LLC	Zorba PA, LLC

Schedule G
Resulting Issuer Capitalization Summary

Pro Forma Share Structure				
<i>(number of shares)</i>	Outstanding at	Common Share	No. of	% of
	RTO	Equivalent	Votes	Total Vote
Multiple Voting Shares (Existing Holders)	500,000	500,000	1,000,000,000	77.3%
Proportionate Voting Shares (Existing Holders)	503,640	100,727,910	100,727,910	7.8%
Subordinate Voting Shares (Existing Holders)	8,990,819	8,990,819	8,990,819	0.7%
Subordinate Voting Shares (LLC Level)	143,690,687	143,690,687	143,690,687	11.1%
Proportionate Voting Shares (Existing Dilutive)	120,500	24,100,000	24,100,000	1.9%
Proportionate Voting Shares (Pending Acq.)	16,393	3,278,510	3,278,510	0.3%
Subordinate Voting Shares (Private Placement)	12,624,054	12,624,054	12,624,054	1.0%
Subordinate Voting Shares (Broker Warrants)	343,745	343,745	343,745	0.0%
Subordinate Voting Shares (Shell)	258,824	258,824	258,824	0.0%
Total	167,048,661	294,514,548	1,294,014,548	100.0%