AGREEMENT AND PLAN OF MERGER

By and Among

DEEP ROOTS MEDICAL LLC,

CHALLENGER MERGER SUB, LLC,

HIGH STREET CAPITAL PARTNERS, LLC

and

DRM MEMBER REPRESENTATIVE LLC,
as the Member Representative

Dated as of April 17, 2019

TABLE OF CONTENTS

Page

Article I

Article II

Effect of the Merger on Capital; Exchange of certificates

Article III

Representations and Warranties of the Company

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "*Agreement*"), is entered into as of April 17, 2019, by and among Deep Roots Medical LLC, a Nevada limited liability company (the "*Company*"), High Street Capital Partners, LLC, a Delaware limited liability company ("*Parent*"), Challenger Merger Sub, LLC, a Nevada limited liability company and a wholly owned Subsidiary of Parent ("*Merger Sub*"), and DRM Member Representative LLC, a Nevada limited liability company, solely in its capacity as the Member Representative (as defined herein) pursuant to the terms of this Agreement. Capitalized terms used herein (including in the immediately preceding sentence) shall have the meanings set forth in Section 10.1 hereof or in the Section of this Agreement cross-referenced therein.

RECITALS

WHEREAS, the parties hereto intend that Merger Sub be merged with and into the Company, with the Company surviving that merger on the terms and subject to the conditions set forth herein;

WHEREAS, the Board of Managers of the Company (the "*Company Board*") has unanimously: (a) determined that it is in the best interests of the Company and its members (the "*Members*"), and declared it advisable, to enter into this Agreement with Parent and Merger Sub; (b) approved the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger; and the Transaction Documents and (c) resolved, subject to the terms and conditions set forth in this Agreement, to recommend adoption of this Agreement by the Members; in each case, in accordance with Chapters 86 and 92A of the Nevada Revised Statutes (the "*Nevada LLC Statutes*");

WHEREAS, the respective Manager of Parent (the "*Parent Manager*") and Merger Sub (the "*Merger Sub Manager*") have each: (a) determined that it is in the best interests of Parent or Merger Sub, as applicable, to enter into this Agreement, (b) in the case of Merger Sub, determined that it is in the best interests of its sole member and declared it advisable, to enter into this Agreement; and (c) approved the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, in accordance with the Nevada LLC Statutes;

WHEREAS, in order to induce Parent and Merger Sub to enter into this Agreement, promptly following the execution and delivery of this Agreement, the Company shall use its reasonable best efforts to obtain and deliver to Parent and Merger Sub the Member Approval;

WHEREAS, in connection with the transactions contemplated by this Agreement and immediately prior to the Effective Time, Parent and Merger Sub desire that the Company acquire, and the Company desires to acquire, all membership interests in and to GPRP Distributors, LLC, a Nevada limited liability company ("*GPRP*"), such that at Closing and as of the Effective Time, GPRP has become a direct Subsidiary of the Surviving Company; and

WHEREAS, the parties hereto desire to make certain representations, warranties, covenants, and agreements in connection with the Merger and the other transactions

contemplated by this Agreement and also to prescribe certain terms and conditions to the Merger (as defined below).

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants, and agreements contained in this Agreement, the parties, intending to be legally bound, agree as follows:

ARTICLE I

Section 1.1 The Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the Nevada LLC Statutes, at the Effective Time: (a) Merger Sub will merge with and into the Company (the "*Merger*"); (b) the separate existence of Merger Sub will cease; and (c) the Company will continue its existence under the Nevada LLC Statutes as the surviving company in the Merger and a wholly owned direct Subsidiary of Parent (sometimes referred to herein as the "*Surviving Company*").

Section 1.2 Closing. Upon the terms and subject to the conditions set forth herein, the closing of the Merger (the "*Closing*") will take place at 10:00 a.m., Reno, Nevada, time, as soon as practicable (and, in any event, within three (3) Business Days) after the satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted hereunder, waiver of all such conditions), unless this Agreement has been terminated pursuant to its terms or unless another time or date is agreed to in writing by the parties hereto. The Closing shall take place via the electronic exchange of documents and signatures or through such other means as agreed to by the parties hereto in writing, and the actual date of the Closing is hereinafter referred to as the "*Closing Date*."

Section 1.3 Effective Time. Subject to the provisions of this Agreement, at the Closing, the Company, Parent, and Merger Sub will cause articles of merger (the "*Articles of Merger*") to be executed, acknowledged, and filed with the Secretary of State of the State of Nevada in accordance with the relevant provisions of the Nevada LLC Statutes and shall pay all filing fees and make all other filings or recordings required under the Nevada LLC Statutes. The Merger will become effective at such time as the Articles of Merger have been duly filed with the Secretary of State of the State of Nevada or at such later time as may be agreed by the Company and Parent in writing and specified in the Articles of Merger in accordance with the Nevada LLC Statutes (the effective time of the Merger being hereinafter referred to as the "*Effective Time*").

Section 1.4 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the Nevada LLC Statutes. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses, and authority of each of the Company and Merger Sub shall vest in the Surviving Company, and all debts, liabilities, obligations, restrictions, and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, and duties of the Surviving Company.

Section 1.5 Articles of Organization; Operating Agreement. At the Effective Time: (a) the articles of organization of the Surviving Company shall be amended and restated so as to read in its entirety as set forth in Exhibit A and, as so amended and restated, shall be the articles of organization of the Surviving Company until thereafter amended in accordance with the terms thereof or as provided by applicable Law; and (b) the operating agreement of Merger Sub as in effect immediately prior to the Effective Time shall be the operating agreement of the Surviving Company, except that references to Merger Sub's name shall be replaced with references to the Surviving Company's name, until thereafter amended in accordance with the terms thereof, the articles of organization of the Surviving Company, or as provided by applicable Law.

Section 1.6 Manager(s) and Officers. The parties hereto shall take all required actions such that (a) the manager(s) and officers of Merger Sub, in each case, immediately prior to the Effective Time shall, from and after the Effective Time, be the manager(s) and officers, respectively, of the Surviving Company, and (b) from and after the Effective Time, the manager of GPRP shall be the Surviving Company, and the officers (if any) of GPRP shall be the officers of Merger Sub, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation, or removal in accordance with the articles of organization and operating agreement of the Surviving Company or GPRP, as applicable.

ARTICLE II
EFFECT OF THE MERGER ON CAPITAL; EXCHANGE OF CERTIFICATES

Section 2.1 Effect of the Merger on Membership Units. At the Effective Time, as a result of the Merger and without any action on the part of Parent, Merger Sub, or the Company or the holder of any equity of Parent, Merger Sub, or the Company:

(a) *Cancellation of Certain Units*. Each Membership Unit that is owned by Parent or the Company (as treasury units or otherwise) or any of their respective direct or indirect wholly owned Subsidiaries as of immediately prior to the Effective Time (the "*Canceled Units*") will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

(b) *Conversion of Membership Units*. Subject to Section 2.1(g), and, in the case of Membership Units issued and outstanding immediately prior to the Effective Time, subject to the holdbacks described in Section 2.3(a), each Membership Unit issued and outstanding immediately prior to the Effective Time (other than Canceled Units) will be converted into the right to receive: (A) its Pro Rata Portion of $20,000,000.00, as adjusted pursuant to Section 2.1(c) (the "*Cash Consideration*"); (B) its Pro Rata Portion of 4,761,905 Common Units (the "*Common Unit Consideration*," and together with the Cash Consideration, the "*Merger Consideration*"); and (C) any cash in lieu of fractional Common Units payable pursuant to Section 2.1(f), in each case as set forth on the Merger Consideration Schedule to be attached hereto as Schedule 2.1(b) at least two (2) Business Days before the Closing and setting forth the number of Membership Units outstanding, the Common Units and Cash Consideration payable to each Member, and each Member's Pro Rata Portion and respective share of the Member Representative Fund, the Holdback Units and Holdback Cash.

(c) "*Closing Date Cash Consideration*" shall be an amount equal to the Cash Consideration, adjusted as follows (A) plus the Working Capital Surplus (as estimated pursuant to Section 2.8(a)(iii)) or minus the Working Capital Deficit (as estimated pursuant to Section 2.8(a)(iv)), (B) plus the Cash Surplus (as estimated pursuant to Section 2.8(a)(v)) or minus the Cash Deficit (as estimated pursuant to Section 2.8(a)(vi)) minus (C) the Estimated Closing Indebtedness and (D) minus the Estimated Company Transaction Expenses.

(d) *Cancellation of Membership Units*. At the Effective Time, all Membership Units will no longer be outstanding and all Membership Units will be canceled and retired and will cease to exist and each Member will cease to have any rights with respect thereto, except the right to receive (A) the Merger Consideration in accordance with Section 2.3 hereof, (B) any cash in lieu of fractional Common Units payable pursuant to Section 2.1(f), and (C) any dividends or other distributions to which the Member becomes entitled to in accordance with Section 2.3(e).

(e) *Conversion of Merger Sub Units*. Each unit of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one newly issued, fully paid, and non-assessable unit of the Surviving Company following the Merger with the same rights, powers, and privileges as the units so converted and shall constitute the only outstanding equity interests of the Surviving Company.

(f) *Fractional Units*. No certificates or scrip representing fractional Common Units shall be issued upon the conversion of Membership Units pursuant to Section 2.1(b) and such fractional interests shall not entitle the owner thereof to vote or to any other rights of a holder of Common Units. Notwithstanding any other provision of this Agreement, each Member who would otherwise have been entitled to receive a fraction of a Common Unit (after taking into account all Membership Units exchanged by such Member) shall in lieu thereof, upon delivery of a duly completed and validly executed Letter of Transmittal, receive from Parent in cash (rounded to the nearest whole cent), without interest, an amount equal to such fractional amount multiplied by $21.00.

(g) *Lock-Up*. Fifty percent (50%) of the Common Units issuable to those employees of the Company set forth on Section 2.1(g) of the Parent Disclosure Schedules shall be subject to a lock-up agreement, pursuant to which such employees shall agree not to convert such Common Units into Pubco Subordinate Voting Shares (as defined in the Parent LLC Agreement) for a period of twelve (12) months, subject to a release from such restriction in three, six, nine and twelve month increments; *provided*, that if any such employee is terminated for "cause" or resigns for other than "good reason" (as such terms are determined by Parent and the Company in good faith) during the twelve-month period, any Common Units not previously released from such restrictions shall remain subject to the lock-up until the date that is thirty-six (36) months following the Closing.

Section 2.2 Payments at Closing.

(a) *Closing Date Indebtedness*. Schedule 2.2(a) contains, with respect to the Estimated Closing Indebtedness included on the Estimated Schedule, the following: (i) a description of the Contracts evidencing such Indebtedness, including the names of each Person to which such Indebtedness is owed (each, a "*Pay-Off Lender*"), (ii) the amounts owed to each Pay-Off Lender, (iii) payoff letters evidencing the aggregate amount of such Indebtedness outstanding as of the Closing Date (including any interest accrued thereon and any prepayment or similar penalties and expenses associated with the prepayment of such Indebtedness on the Closing Date), and (iv) the amount of the GPRP Purchase Price payable to each GPRP Member at Closing pursuant to the terms of the GPRP Purchase Agreement. Such payoff letters shall state that, if such aggregate amount so identified is paid in accordance with such payoff letters on the Closing Date, the Estimated Closing Indebtedness shall be repaid in full and that all Encumbrances shall be released. At the Closing, Parent, on behalf of the Company shall pay (or cause to be paid), by wire transfer of immediately available funds to such account or accounts as (I) the Pay-Off Lenders specify, the amount of cash necessary to satisfy and extinguish in full the Estimated Closing Indebtedness as specified in the payoff letters, and (II) the GPRP Members specify, the amount of the GPRP Purchase Price.

(b) *Fees and Expenses*. At the Closing, Parent shall pay (or cause to be paid) the Estimated Company Transaction Expenses by wire transfer of immediately available funds to such account or accounts specified by the Company not less than three (3) days prior to the Closing Date.

Section 2.3 Exchange Procedures.

(a) *Reservation of Common Units; Holdback.*

(i) Reservation of Common Units. At the Effective Time, Parent shall reserve (A) Common Units to be issued, subject to the provisions of subsections (ii) through (iv) below, as Merger Consideration, (B) the Closing Date Cash Consideration less the Holdback Cash; and (C) cash sufficient to make payments in lieu of fractional shares pursuant to Section 2.1(f).

(ii) Holdback. At or before the Effective Time, Parent shall withhold $2,500,000.00 of the Cash Consideration (the "*Holdback Cash"*) and 738,095 Common Units (the "*Holdback Units*," and together with the Holdback Cash Consideration, the "*Holdback Amount*"), which Holdback Amount shall serve as a source, but not the sole source, for effecting payment and satisfaction of any indemnification obligations of the Company Indemnitors as more fully described in this Agreement. At the Effective Time, Parent shall deposit the Holdback Cash in a separate, segregated account for the purpose of securing any Post-Closing Adjustment to Parent under Section 2.8(f)(i) or to satisfy any indemnification obligations of Company Indemnitors under Article IX. Any Holdback Amount released pursuant to this Agreement to pay a Post-Closing Adjustment to Parent under Section 2.8(f)(i) or to satisfy any indemnification obligations of Company

Indemnitors under Article IX will reduce the number of Common Units and Cash Consideration of each Member included in the Holdback Amount in accordance with the Pro Rata Portion of each Member. The Holdback Amount shall be held as a trust fund and shall be held and disbursed solely for the purposes and in accordance with the terms of this Agreement. The Holdback Amount shall be released as follows: (A) one-third of each of the Holdback Cash and the Holdback Units shall be released on the twelve (12) month anniversary of the Closing, less the aggregate amount of any outstanding and unresolved indemnity claims; (B) one-third of each of the Holdback Cash and the Holdback Units shall be released on the fifteen (15) month anniversary of the Closing, less the aggregate amount of any outstanding and unresolved indemnity claims; and (C) the remaining Holdback Amount shall be released on the eighteen (18) month anniversary of the Closing, less the aggregate amount of any outstanding and unresolved indemnity claims made pursuant to the provisions of Article IX.

(iii) Member Representative Fund. At or before the Effective Time, Parent shall reserve Common Units to be issued as Member Representative Fund Units to the Member Representative. At the Effective Time, Parent shall deliver to Member Representative, (A) by wire transfer of immediately available funds, the amount of the Member Representative Fund Cash, and (B) the Member Representative Fund Units.

(b) *Procedures for Surrender; No Interest.*

(i) No later than two (2) Business Days following the Effective Time (or, after the Letter of Transmittal has been mutually agreed as provided below, at such earlier time as may be requested by the Member Representative), Parent shall send to each Member at the Effective Time, whose Membership Units were converted pursuant to Section 2.1(b) into the right to receive the Merger Consideration, a letter of transmittal (a "*Letter of Transmittal*"), which Letter of Transmittal will be in the form and have such other provisions as the Member Representative, Parent and the Surviving Company may reasonably specify and otherwise be in form and substance mutually acceptable to Parent and the Member Representative). Each holder of Membership Units that have been converted into the right to receive the Merger Consideration shall be entitled to receive the Merger Consideration into which such Membership Units have been converted pursuant to Section 2.1(b), any cash in lieu of fractional shares which the holder has the right to receive pursuant to Section 2.1(f), and any dividends or other distributions pursuant to Section 2.3(e), together with an updated Schedule of Members (as defined in the Parent LLC Agreement) reflecting the issuance of such Member's Pro Rata Portion of Common Unit Consideration, less such Member's Pro Rata Portion of the Holdback Units and Member Representative Fund Units withheld pursuant to the terms hereof, within two (2) Business Days of delivery to Parent of a duly completed and validly executed Letter of Transmittal and such other documents as may reasonably be requested by Parent.

(c) *Payments to Non-Registered Holders*. If any portion of the Merger Consideration is to be paid to a Person other than the Person in whose name the Membership Units is registered, it shall be a condition to such payment that: (i) such Membership Units shall be transferred; and (ii) the Person requesting such payment shall pay to Parent any transfer or other Tax required as a result of such payment to a Person other than the registered holder of such Membership Units, or establish to the reasonable satisfaction of Parent that such Tax has been paid or is not payable.

(d) *No Transfer*. From and after the Effective Time, there shall be no further registration of transfers of Membership Units on the transfer books of the Surviving Company.

(e) *Distributions with Respect to Unsurrendered Membership Units*. All shares of Common Units to be issued pursuant to the Merger shall be deemed issued and outstanding as of the Effective Time and whenever a dividend or other distribution is declared by Parent in respect of the Common Units, the record date for which is after the Effective Time, that declaration shall include dividends or other distributions in respect of all shares issuable pursuant to this Agreement. No dividends or other distributions in respect of the Common Units shall be paid to any holder of any unsurrendered Membership Units until the Letter of Transmittal is delivered in accordance with this Section 2.3. Subject to the effect of applicable Laws, following such delivery, there shall be issued or paid to the holder of record of the whole shares of Common Units issued in exchange for Membership Units in accordance with this Section 2.3, without interest: (i) at the time of such delivery, the dividends or other distributions with a record date after the Effective Time theretofore payable with respect to such whole shares of Common Units and not paid; and (ii) at the appropriate payment date, the dividends or other distributions payable with respect to such whole shares of Common Units with a record date after the Effective Time but with a payment date subsequent to delivery.

Section 2.4 Closing Deliverables.

(a) At or prior to the Closing, the Company shall deliver, or cause to be delivered, to Parent the following:

(i) resignations of the managers and officers of the Company and GPRP pursuant to Section 5.7;

(ii) a certificate, dated the Closing Date and signed by a duly authorized officer of the Company, that each of the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied;

(iii) a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of the Company certifying that (A) attached thereto are true and complete copies of (1) all resolutions adopted by the Company Board authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby and (2) the Member Approval, and (B) all such

resolutions are in full force and effect, unamended and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby;

(iv) true and complete copies of joinders to this Agreement, executed by (1) each person who executed the Member Approval and (2) each other Member of the Company (the "*Joinders*");

(v) true and complete copies of the joinders to Parent's Third Amended and Restated Limited Liability Company Agreement dated as of November 14, 2018 (the "*Parent LLC Agreement*"), executed by each Member receiving Common Units pursuant to the Merger and this Agreement;

(vi) good standing certificates (or equivalent) from the Secretary of State of the state of formation for the Company and GPRP;

(vii) at least five (5) Business Days prior to the Closing, the Estimated Schedule;

(viii) the Withholding Exemption Certificates;

(ix) employment offer letters for each of the individuals set forth on Section 2.4(a)(ix) of the Parent Disclosure Schedules, in the form of Exhibit B, duly executed by each such employee;

(x) restrictive covenant agreements with each of the Persons listed on (1) Section 2.4(a)(x)(1) of the Parent Disclosure Schedules, in the form of Exhibit C-1, and (2) Section 2.4(a)(x)(2) of the Parent Disclosure Schedules, in the form of Exhibit C-2, duly executed by each such Person;

(xi) a purchase and sale agreement, in the form of Exhibit D (the "*Mesquite PSA*"), duly executed by DRN Holdings, LLC, a Nevada limited liability company ("*DRN Holdings*");

(xii) an assignment and assumption of lease and bill of sale, in the form of Exhibit E (the "*Wendover Assignment*"), duly executed by DRN Holdings and consented to or acknowledged by the landlord party to such lease;

(xiii) a severance cancellation agreement between Jon Marshall and Parent, pursuant to which Parent shall issue to Jon Marshall 8,667 Common Units in lieu of severance that would otherwise be payable under the terms of his Executive Compensation Agreement with the Company (the "*Marshall Agreement*"), duly executed by Jon Marshall; and

(xiv) such other documents or instruments as Parent reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(b) At the Closing, Parent shall deliver, or cause to be delivered, to the Company (or such other Person as may be specified herein) the following:

(i) payment to each Pay-Off Lender and GPRP by wire transfer of immediately available funds an amount equal to the Estimated Closing Indebtedness owing from the Company to such Pay-Off Lender or GPRP as set forth on the Estimated Schedule;

(ii) payment of third parties by wire transfer of immediately available funds that amount of money due and owing from the Company to such third parties as Company Transaction Expenses as set forth on the Estimated Schedule;

(iii) a certificate, dated the Closing Date and signed by a duly authorized officer of Company, that each of the conditions set forth in Section 7.3(a) and Section 7.3(b) have been satisfied;

(iv) a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Parent and Merger Sub certifying that attached thereto are true and complete copies of all resolutions adopted by the Parent Manager and Merger Sub Manager authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, including, without limitation, the reservation and issuance of the Common Unit Consideration in accordance with the terms hereof, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby;

(v) all documentation required under the policies of the CSE relating to the issuance of the shares of Common Units issuable as Merger Consideration including, but not limited to, any form, certificate and opinion required under Policy 6 of the CSE, if applicable;

(vi) the Mesquite PSA duly executed by Parent or one of its Affiliates;

(vii) the Wendover Assignment duly executed by Parent or one of its Affiliates;

(viii) the Marshall Agreement, duly executed by Parent; and

(ix) such other documents or instruments as the Company reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 2.5 Adjustments. Without limiting the other provisions of this Agreement, if at any time during the period between the date of this Agreement and the Effective Time, any change in the outstanding equity of the Company or the Common Units shall occur (other than the issuance of additional equity of the Company or Parent as permitted by this Agreement), including by reason of any reclassification, recapitalization, unit split, or combination, exchange,

readjustment of units, or similar transaction, or any unit dividend or distribution paid in units, the Common Units and any other amounts payable pursuant to this Agreement shall be appropriately adjusted to reflect such change; *provided, however*, that this sentence shall not be construed to permit Parent or the Company to take any action with respect to its securities that is prohibited by the terms of this Agreement.

Section 2.6 Withholding Rights. Each of Parent, Merger Sub, and the Surviving Company shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Agreement such amounts as may be required to be deducted and withheld with respect to the making of such payment under any U.S. Tax Laws. To the extent that amounts are so deducted and withheld by Parent, Merger Sub, or the Surviving Company, as the case may be, and paid over to the proper Taxing authorities, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which Parent, Merger Sub, or the Surviving Company, as the case may be, made such deduction and withholding.

Section 2.7 Treatment of Options and Other Unit Based Compensation. The Company shall take all such actions as may be necessary or desirable to ensure that any outstanding options to acquire Membership Units (or any other equity security of the Company) or warrants exercisable into Membership Units (or any other equity security of the Company), are exercised prior to the Effective Time.

Section 2.8 Merger Consideration Adjustment.

(a) *Pre-Closing Adjustment*.

(i) At least five (5) Business Days prior to the anticipated Closing Date, the Company shall prepare and deliver to Parent (A) an estimated balance sheet for the Company as of immediately prior to the Closing (the "*Estimated Balance Sheet*"), (B) an estimated balance sheet for GPRP as of immediately prior to the Closing, (C) a schedule (the "*Estimated Schedule*") which shall set forth, in reasonable detail, (I) a good faith estimate of Net Working Capital (the "*Estimated Net Working Capital*"), (II) a good faith estimate of Closing Date Cash (the "*Estimated Cash*"), (III) a good faith estimate of the Closing Indebtedness (the "*Estimated Closing Indebtedness*"), (IV) a good faith estimate of the Company Transaction Expenses (the "*Estimated Company Transaction Expenses*"), (V) the amount and calculation of the Closing Date Cash Consideration based on the foregoing estimated amounts, and (VI) the Merger Consideration Schedule, and (D) a certificate executed by the Chief Financial Officer of the Company certifying the Estimated Balance Sheet, the estimated balance sheet for GPRP referenced in (B) above, and the Estimated Schedule. If, for any reason, the Closing Date is postponed, then the foregoing obligations shall again apply with respect to such postponed Closing Date.

(ii) The Company shall provide a reasonable level of supporting documentation for the Estimated Schedule and any additional information reasonably requested by Parent related thereto. To the extent that Parent

disagrees with any items set forth on the Estimated Schedule, Parent may deliver written notice of its disagreement to the Company at least one (1) Business Day prior to the Closing Date, and Parent and the Company shall negotiate in good faith to resolve such disagreements prior to the Closing; provided, that, if any disagreement between Company and Parent as to such Estimated Schedule is not resolved by the Closing Date, the Estimated Schedule prepared by the Company, as revised to reflect any agreed changes thereto but not any changes thereto that are not agreed, shall be the Estimated Schedule for purposes of this Article II.

(iii) If the Estimated Net Working Capital exceeds the Target Net Working Capital, then the Closing Date Cash Consideration shall be increased by an amount equal to the amount by which the Estimated Net Working Capital exceeds the Target Net Working Capital (the "*Working Capital Surplus*") in accordance with Section 2.1(c).

(iv) If the Estimated Net Working Capital is less than the Target Net Working Capital, then the Closing Date Cash Consideration shall be reduced by an amount in cash equal to the amount by which the Estimated Net Working Capital is less than the Target Net Working Capital (the "*Working Capital Deficit*") in accordance with Section 2.1(c).

(v) If the Estimated Cash exceeds the Target Cash, then the Closing Date Cash Consideration shall be increased by an amount equal to the amount by which the Estimated Cash exceeds the Target Cash (the "*Cash Surplus*") in accordance with Section 2.1(c).

(vi) If the Estimated Cash is less than the Target Cash, then the Closing Date Cash Consideration shall be reduced by an amount in cash equal to the amount by which the Estimated Cash is less than the Target Cash (the "*Cash Deficit*") in accordance with Section 2.1(c).

(b) *Post-Closing Adjustment*. Parent shall prepare and deliver to the Member Representative, within ninety (90) days following the Closing Date, (i) a balance sheet for the Company as of immediately prior to the Closing, (ii) a schedule setting forth Parent's calculation of (A)(I) the Net Working Capital, (II) the Closing Date Cash, (III) the Closing Date Indebtedness, (IV) the Company Transaction Expenses, and (V) the amount and calculation of the Merger Consideration as set forth in Section 2.1(b) based on the foregoing amounts (the "*Final Merger Consideration Calculation*"), and (B) the amount determined by subtracting the Merger Consideration set forth on the Estimated Schedule from the Final Merger Consideration Calculation as finally determined (such positive or negative amount (if other than zero), the "*Post-Closing Adjustment Amount*"). The Final Merger Consideration Calculation and the Post-Closing Adjustment Amount (collectively, the "*Final Calculations*") shall be prepared using the same accounting methods, policies and assumptions as were used to prepare the Estimated Schedule consistent with Section 2.8(h) below. If Parent does not give the Member Representative the Final Calculations within such 90-day period, then the calculations contained in the Estimated Schedule shall be conclusive and binding upon Parent and the Members and

such calculations shall constitute the Final Calculations for purposes of Section 2.8(f) below.

(c) *Objection Notice*. On or prior to the thirtieth (30^{th}) day following Parent's delivery of the Final Calculations, the Member Representative may give Parent written notice stating the Member Representative's objections (an "*Objection Notice*") to the Final Calculations. Such Objection Notice shall specify in reasonable detail the amount of any objection and the basis therefor. During such 30-day period, the Member Representative shall have full access to the Surviving Company's books and records and its personnel and accountants as necessary for purposes of verifying the Final Calculations. Any determination set forth in the Final Calculations that is not objected to in an Objection Notice shall be deemed acceptable and shall be final and binding upon Parent and the Members upon delivery of the Objection Notice. If the Member Representative does not give Parent an Objection Notice within such 30-day period, then the Final Calculations shall be conclusive and binding upon Parent and the Members and the Final Calculations shall constitute the Final Calculations for purposes of Section 2.8(f) below.

(d) *Independent Accountant*. Following Parent's receipt of any Objection Notice, the Member Representative and Parent shall attempt to negotiate in good faith to resolve such dispute. In the event that the Member Representative and Parent fail to agree on any of the Member Representative's proposed adjustments set forth in the Objection Notice within thirty (30) days after Parent receives the Objection Notice, the Member Representative and Parent agree that a nationally recognized accounting firm without any prior relationship with Parent or the Company and that is mutually acceptable to Parent and the Member Representative (the "*Independent Accountant*") and is willing to serve as the Independent Accountant hereunder, shall, if and when requested to do so by either Parent or the Member Representative in writing to the Independent Accountant with concurrent notice to the other party, make the final determination of the Final Calculations in accordance with the terms of this Agreement. Parent and the Member Representative each shall provide the Independent Accountant with their respective determinations of the Final Calculations and such other written submissions, presentations and supporting material as each of Parent and the Member Representative deems necessary and appropriate. The Independent Accountant shall make a determination of the Final Calculations that shall be final and binding on the Members and Parent and such determination shall be within the range proposed by Parent and the Member Representative in the Final Calculations and the Objection Notice. The scope of the disputes to be resolved by the Independent Accountant shall be limited to whether such calculation was done in accordance with the terms hereof, the accounting methods, standards, policies, practices, classifications, estimation methodologies, assumptions, procedures or level of prudence used to prepare the Final Calculations, and whether there were mathematical errors in the calculation of any of the Final Calculations, and the Independent Accountant shall not make any other determination. The Independent Accountant shall make its determination based solely on written submissions, presentations and supporting material provided by Parent and the Member Representative and not pursuant to any independent review. The Independent Accountant shall act as an expert, not an arbitrator. The fees, costs and expenses of the Independent Accountant

shall be allocated between Parent, on the one hand, and the Members, on the other hand, based upon the percentage which the portion of the aggregate dollar value of the items set forth in the Objection Notice not awarded to Parent and the Member Representative bears to the amount actually contested by such party. For example, if the Member Representative claims that the appropriate adjustments are $1,000 greater than the amount determined by Parent and if the Independent Accountant ultimately resolves such items by awarding to the Member Representative $300 of the $1,000 contested, then the fees, costs and expenses of the Independent Accountant will be allocated 30% (i.e., 300 ÷ 1,000) to Parent and 70% (i.e., 700 ÷ 1,000) to the Members. During the review by the Independent Accountant, Parent, the Member Representative and their respective representatives shall make available to the Independent Accountant interviews with such individuals and such information, books and records and work papers as may be reasonably required by the Independent Accountant to fulfill its obligations under this Section 2.8(d). The Independent Accountant's determination of the Final Calculations shall be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence and comparable state rules of evidence, and all negotiations, submissions to the Independent Accountant, and presentations under this Section 2.8(d) shall be treated as confidential information. The Independent Accountant shall be bound by a mutually agreeable confidentiality agreement. The decision rendered pursuant to this Section 2.8(d) may be filed as a judgment in any court of competent jurisdiction. Either party may seek specific enforcement or take other necessary legal action to enforce any decision under this Section 2.8(d). The other party's only defense to such a request for specific enforcement or other legal action shall be fraud by or upon the Independent Accountant. Absent such fraud, such other party shall reimburse the party seeking enforcement for all of its expenses related to the enforcement of the Independent Accountant's determination.

(e) *Settlement Date*. The date on which the Final Calculations are finally determined pursuant to this Section 2.8 shall hereinafter be referred to as the "*Settlement Date*."

(f) *Payment of Adjusted Amounts*.

(i) If the Post-Closing Adjustment Amount is negative, then such amount shall be satisfied by releasing such amount to Parent from the Holdback Cash.

(ii) If the Post-Closing Adjustment Amount is positive, then such amount shall be paid to the Members in cash in accordance with their Pro Rata Portions as set forth on the Merger Consideration Schedule.

(g) *Deadline for Payment*. Any payment required to be made under Section 2.8 shall be made within seven (7) Business Days after the Settlement Date.

(h) *Calculation Methodology*. The parties hereto agree that no amount shall be (or is intended to be) included, in whole or in part (either as an increase or a reduction), more than once in the calculation of the Final Calculations or any other

calculated amount pursuant to this Agreement. All of the amounts set forth on the Estimated Schedule and the Final Calculations (and the individual elements thereof, as applicable) shall be determined in accordance with the historical accounting practices and procedures of the Company and on a basis consistent with the accounting practices and procedures used to prepare the Financial Statements for the 2018 fiscal year.

Section 2.9 Member Representative.

(a) DRM Member Representative LLC is hereby constituted to act as the agent, proxy, attorney-in-fact and representative for the Members and their successors and assigns for all purposes under this Agreement (the "*Member Representative*"), and the Member Representative, by its signature below, agrees to serve in such capacity.

(b) The Member Representative shall have the power and authority to take such actions on behalf of each Member as the Member Representative, in its sole judgment, may deem to be in the best interests of the Members or otherwise appropriate on all matters related to or arising from this Agreement or any other Transaction Document. Such powers shall include:

(i) executing and delivering this Agreement, the other Transaction Documents, any certificates, consents and other documents contemplated by this Agreement, and any and all supplements, amendments, waivers or modifications thereto;

(ii) giving and receiving notices and other communications relating to this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby;

(iii) taking or refraining from taking any actions (whether by negotiation, settlement, litigation or otherwise) to resolve or settle all matters and disputes arising out of or related to this Agreement, including matters in Article IX, the other Transaction Documents and the performance or enforcement of the obligations, duties and rights pursuant to this Agreement and the other Transaction Documents;

(iv) taking all actions necessary or appropriate in connection with any disputes regarding the Estimated Schedule or the Final Calculations;

(v) engaging attorneys, accountants, financial and other advisors, paying agents and other persons necessary or appropriate, in the sole and absolute discretion of the Member Representative in the performance of its duties under this Agreement and any other Transaction Documents; and

(vi) taking all actions necessary or appropriate in the judgment of the Member Representative for the accomplishment of the foregoing.

(c) The power of attorney appointing the Member Representative as attorney-in-fact is coupled with an interest and the death or incapacity of any Member shall not terminate or diminish the authority and agency of the Member Representative.

(d) The Member Representative shall not be liable to the Members for any action taken or omitted to be taken by the Member Representative in his capacity as Member Representative pursuant to the terms of this Agreement, except to the extent such action or omission shall have been determined by a court of competent jurisdiction in a final non-appealable judgment to have constituted intentional misconduct or fraud. All fees and expenses, including for attorneys, accountants and financial and other advisors, paying agents and other persons and insurance, in each case necessary or appropriate and engaged by the Member Representative in the performance of his duties under this Agreement shall be paid from the Member Representative Fund, to the extent any funds remain in the Member Representative Fund, and thereafter by the Member Representative, who shall be entitled to recover any such amounts from each Member based on such Member's Pro Rata Portion (but in no event will any Member be liable for such amounts in excess of the Pro Rata Portion of the Merger Consideration actually received by the Member).

(e) The Members shall, jointly and severally, indemnify, defend and hold harmless the Member Representative and his heirs, representatives, successors and assigns, from and against any and all claims, demands, suits, actions, causes of action, losses, damages, obligations, liabilities, costs and expenses (including attorneys' fees and court costs) arising as a result of or incurred in connection with any actions taken or omitted to be taken by the Member Representative pursuant to the terms of this Agreement, except to the extent such action or omission shall have been determined by a court of competent jurisdiction in a final non-appealable judgment to have constituted intentional misconduct or fraud on the part of the Member Representative; *provided*, that no Member shall be liable to the Member Representative pursuant to this Section 2.9(e) for any amount in excess of the portion of the Merger Consideration to which such Member is entitled pursuant to this Article II. In addition, each Member forever voluntarily releases and discharges the Member Representative, his heirs, representatives, successors and assigns, from any and all claims, demands, suits, actions, causes of action, losses, damages, obligations, liabilities, costs and expenses (including attorneys' fees and court costs), whether known or unknown, anticipated or unanticipated, arising as a result of or incurred in connection with any actions taken or omitted to be taken by the Member Representative pursuant to the terms of this Agreement, except to the extent such action or omission shall have been determined by a court of competent jurisdiction in a final non-appealable judgment to have constituted intentional misconduct or fraud. The Member Representative shall be entitled to recover from each Member based on such Member's Pro Rata Portion, expenses (including attorneys' fees and court costs) incurred by the Member Representative in defending any claim, demand, suit, action or cause of action.

(f) Each Member agrees that Parent shall be entitled to rely, and shall be fully protected in relying, on any action taken, or any action not taken, by the Member Representative, on behalf of such Member, pursuant to this Section 2.9(f) (an

"*Authorized Action*"), and that each Authorized Action shall be binding on each Member as fully as if such Member had taken such Authorized Action.

(g) Parent shall not be liable to any Member Indemnitee for Losses sustained by any such Member Indemnitee, to the extent arising out of or related to the performance of, or failure to perform by, the Member Representative of its obligations set forth in this Agreement or any other Transaction Documents, as applicable, including with respect to the Member Representative Fund, nor shall the actions of, or the failure to act by, the Member Representative be used as a defense against any claim for Losses made by a Parent Indemnitee pursuant to this Agreement or any other Transaction Documents.

Section 2.10 Tax Treatment. The parties intend that, for U.S. federal income tax purposes, to the extent permitted by applicable Law, (i) the Merger shall be treated as an assets over merger pursuant to Treasury Regulations Section 1.708-1(c)(3), (ii) to the extent the Merger Consideration is paid in the form of Common Units, the Company shall be treated as contributing a pro rata undivided interest in its assets and liabilities to Parent in exchange for Common Units in a transfer qualifying as an exchange under Section 721 of the Code, immediately followed by the distribution of Common Units to the Members in liquidation of the Company, and (iii) to the extent the Merger Consideration is paid to the Members in the form of Cash Consideration, such transfer shall constitute a purchase of a pro rata undivided interest in the assets and liabilities of the Company. For federal income tax purposes, the Cash Consideration (including, for this purpose, liabilities of the Company) shall be allocated among the assets owned (or deemed owned) by the Company for federal income tax purposes in accordance with the methodology set forth on Schedule 2.10 (the "*Allocation Schedule*"). Each party hereto agrees to report and file all Tax Returns consistently with this Section 2.10 and the Allocation Schedule and not voluntarily take any position inconsistent therewith in the course of any Tax Contest, unless required to do so by applicable Law.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the correspondingly numbered Sections of the Company Disclosure Schedules, the Company hereby represents and warrants to Parent and Merger Sub as follows:

Section 3.1 Organization; Standing and Power; Charter Documents; Subsidiaries.

(a) *Organization; Standing and Power of the Company*. The Company is a limited liability company, duly organized, validly existing, and in good standing (to the extent that the concept of "good standing" is applicable) under the Laws of its jurisdiction of organization, and has the requisite limited liability company power and authority to own, lease, and operate its assets and to carry on its business as now conducted. The Company is duly qualified or licensed to do business as a foreign corporation, limited liability company, or other legal entity (as applicable) and is in good standing (to the extent that the concept of "good standing" is applicable) in each jurisdiction where the character of the assets and properties owned, leased, or operated by it or the nature of its

business makes such qualification or license necessary, except, in each case, where the failure to be so qualified or licensed would not have a Company Material Adverse Effect.

(b) *Charter Documents*. The Company has delivered or made available to Parent a true and correct copy of the Charter Documents of the Company. The Company is not in violation of any of the provisions of its Charter Documents.

(c) *Subsidiaries*. The Company does not presently have, and has never had, any Subsidiaries; provided that, immediately prior to the Effective Time as contemplated hereby, GPRP shall become a Subsidiary of the Company. GPRP is a limited liability company duly organized, validly existing, and in good standing (to the extent that the concept of "good standing" is applicable) under the Laws of its jurisdiction of organization, and has the requisite limited liability company power and authority, as applicable, to own, lease, and operate its assets and to carry on its business as now conducted. GPRP is duly qualified or licensed to do business as a foreign limited liability company, or other legal entity (as applicable) and is in good standing (to the extent that the concept of "good standing" is applicable) in each jurisdiction where the character of the assets and properties owned, leased, or operated by it or the nature of its business makes such qualification or license necessary, except, in each case, where the failure to be so qualified or licensed would not have a Company Material Adverse Effect.

Section 3.2 Capital Structure.

(a) Except as set forth on Section 3.2(a) of the Company Disclosure Schedules, there are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any membership units in the Company or obligating any Member or the Company to issue or sell any membership units (including the Membership Units), or any other interest, in the Company. Other than the Charter Documents, there are no voting trusts, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Membership Units.

(b) Section 3.2(b) of the Company Disclosure Schedules set forth, as of the date hereof, the name of each Person that is the registered owner of any Membership Units and the number of Membership Units owned by such Person. There are no more than thirty-five (35) Pre-Closing Members that are not Accredited Investors. Section 3.2(b) of the Company Disclosure Schedules sets forth, for GPRP, the number and type of any membership interests of, or other equity or voting interests in, GPRP that are outstanding as of the date hereof.

(c) All Membership Units were issued in compliance in all material respects with applicable Laws. The Membership Units were not issued in violation of the Charter Documents of the Company or any other agreement, arrangement, or commitment to which the Company or any Member is a party and are not subject to or in violation of any preemptive or similar rights of any Person.

(d) Except as expressly set forth in the Company Operating Agreement, (i) no outstanding Membership Unit is subject to vesting or forfeiture rights or repurchase by the Company, and (ii) there are no outstanding or authorized equity appreciation, dividend equivalent, phantom equity, profit participation or other similar rights with respect to the Company or any of its securities.

(e) All distributions, dividends, repurchases and redemptions of the equity interests of the Company were undertaken in compliance with: (i) the Company's Charter Documents then in effect, (ii) any agreement to which the Company then was a party and (iii) applicable Law.

(f) As of the date hereof, there are no outstanding: (i) options, warrants, or other agreements or commitments to acquire from GPRP, or obligations of GPRP to issue, capital stock, voting securities, or other ownership interests in (or securities convertible into or exchangeable for capital stock, voting securities, or other ownership interests in) GPRP; or (ii) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, "phantom" stock, or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or voting securities of, or other ownership interests in, GPRP, in each case that have been issued by GPRP. The membership interests in GPRP were issued in compliance with all applicable Laws in all material respects.

Section 3.3 Authority; Non-Contravention; Governmental Consents; Board Approval; Anti-Takeover Statutes.

(a) *Authority*. The Company has all requisite power and authority to enter into and to perform its obligations under this Agreement and, subject to, in the case of the consummation of the Merger, adoption of this Agreement by the Member Approval, approving and adopting this Agreement and the transactions contemplated by this Agreement, including the Merger. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no other proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement or to consummate the Merger and the other transactions contemplated hereby, subject only, in the case of consummation of the Merger, to the receipt of the Member Approval. The Member Approval is the only vote or consent of the holders of any class or series of the Company's equity necessary to approve and adopt this Agreement, approve the Merger, and consummate the Merger and the other transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and, assuming due execution and delivery by Parent and Merger Sub, constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, and other similar Laws affecting creditors' rights generally and by general principles of equity.

(b) *Non-Contravention*. The execution, delivery, and performance of this Agreement by the Company, and the consummation by the Company of the transactions contemplated by this Agreement, including the Merger, do not and will not: (i) subject to obtaining the Member Approval, contravene or conflict with, or result in any violation or breach of, the Charter Documents of the Company or any of its Subsidiaries; (ii) assuming that all Consents contemplated by Section 3.3(c) have been obtained or made and, in the case of the consummation of the Merger, obtaining the Member Approval, conflict with or violate any Law applicable to the Company, or any of its properties or assets; (iii) except as set forth on Section 3.3(b) of the Company Disclosure Schedules, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the Company's loss of any benefit or the imposition of any additional payment or other liability under, or alter the rights of any third party under, or give to any third party any rights of termination, amendment, acceleration, or cancellation, or require any Consent under, any Contract to which the Company is a party or otherwise bound as of the date hereof; or (iv) result in the creation of an Encumbrance (other than Permitted Encumbrances) on any of the properties or assets of the Company or any of its Subsidiaries, except, in the case of each of clauses (ii), (iii), and (iv), for any conflicts, violations, breaches, defaults, loss of benefits, additional payments or other liabilities, alterations, terminations, amendments, accelerations, cancellations, or Encumbrances that, or where the failure to obtain any Consents, in each case, would not have a Company Material Adverse Effect.

(c) *Governmental Consents*. No consent, approval, Order, or authorization of, or registration, declaration, or filing with, or notice to (any of the foregoing being a "*Consent*"), any supranational, national, state, municipal, local, or foreign government, any instrumentality, subdivision, court, administrative agency or commission, or other governmental authority, or any quasi-governmental or private body exercising any regulatory or other governmental or quasi-governmental authority (a "*Governmental Entity*") is required to be obtained or made by any Member or the Company in connection with the execution, delivery, and performance by the Company of this Agreement or the consummation by the Company of the Merger and other transactions contemplated hereby, except for: (i) the filing of the Articles of Merger with the Secretary of State of the State of Nevada; (ii) such Consents as may be required under any other Laws that are designed or intended to prohibit, restrict, or regulate actions having the purpose or effect of monopolization or restraint of trade or significant impediments or lessening of competition or creation or strengthening of a dominant position through merger or acquisition (the "*Antitrust Laws*"); (iii) such Consents as may be required under applicable state securities or "blue sky" Laws; and (iv) the other Consents of Governmental Entities listed in Section 3.3(c) or Section 3.3(e) of the Company Disclosure Schedules, which schedules shall include all Cannabis Consents broken out by license and applicable jurisdiction for each such Cannabis Consent (the "*Other Governmental Approvals*").

(d) *Board Approval*. The Company Board, by resolutions duly adopted by a unanimous vote at a meeting of all managers of the Company duly called and held, or a written consent of all managers of the Company and, in either case, not subsequently rescinded or modified in any way, has: (i) determined that this Agreement and the

transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, the Company and the Members; (ii) approved and declared advisable this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Merger, upon the terms and subject to the conditions set forth herein; (iii) directed that this Agreement be approved by the Members entitled to vote thereon for adoption; and (iv) resolved to recommend that the Members entitled to vote thereon vote in favor of adoption of this Agreement in accordance with the Nevada LLC Statutes.

(e) The Company and GPRP Members have the power and authority to enter into and to perform their obligations under the GPRP Purchase Agreement. At Closing, the execution and delivery of the GPRP Purchase Agreement by the Company and GPRP Members, and the consummation by the Company and GPRP Members of the transactions contemplated thereby, will have been duly authorized by all necessary action on the part of the Company and GPRP Members, and will constitute the legal, valid, and binding obligation of the Company and GPRP Members, enforceable against such parties in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, and other similar Laws affecting creditors' rights generally and by general principles of equity. No Consent of any Governmental Entity is required to be obtained or made by any GPRP Member or the Company in connection with the execution, delivery, and performance by the Company and GPRP Members of the GPRP Purchase Agreement, or the consummation of the transactions contemplated thereby, except for the Consents of Governmental Entities listed in Section 3.3(e) of the Company Disclosure Schedules.

Section 3.4 Financial Statements.

(a) Complete copies of the Company's unaudited and unreviewed internally prepared financial statements consisting of the balance sheet of the Company as at December 31 in each of the years 2018 and 2017 and the related statements of income and retained earnings, members equity and cash flow for the years then ended (the "*Year-End Financial Statements*"), and unaudited and unreviewed internally prepared financial statements consisting of the balance sheet of the Company as of January 31, 2019 and the related statements of income and retained earnings, members equity and cash flow for the one-month period then ended (the "*Interim Financial Statements*" and together with the Year-End Financial Statements, the "*Financial Statements*") have been delivered to Parent. The Financial Statements have been prepared in accordance with the historical accounting practices of the Company. The Financial Statements are based on the books and records of the Company and fairly present in all material respects the financial position of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated. The balance sheet of the Company as of December 31, 2018, is referred to herein as the "*Balance Sheet*" and the date thereof as the "*Balance Sheet Date*" and the balance sheet of the Company as of January 31, 2019, is referred to herein as the "*Interim Balance Sheet*" and the date thereof as the "*Interim Balance Sheet Date*".

(b) Complete copies of GPRP's unaudited and unreviewed internally prepared financial statements consisting of the balance sheet of the GPRP as at December 31 in each of the years 2018 and 2017 and the related statements of income and retained earnings, members equity and cash flow for the years then ended, and unaudited and unreviewed internally prepared financial statements consisting of the balance sheet of GPRP as of January 31, 2019, and the related statements of income and retained earnings, members equity and cash flow for the one-month period then ended (collectively, the "*GPRP Financial Statements*") have been delivered to Parent. The GPRP Financial Statements are based on the books and records of GPRP and fairly present in all material respects the financial position of GPRP as of the respective dates they were prepared and the results of the operations of GPRP for the periods indicated.

Section 3.5 Undisclosed Liabilities. Neither the Company nor GPRP has any Liabilities except (a) those which are adequately reflected or reserved against in the Interim Balance Sheet as of the Interim Balance Sheet Date, or the GPRP Financial Statements, as applicable, (b) those which have been incurred in the ordinary course of business consistent with past practice since the Interim Balance Sheet Date, or the date of the most recent GPRP Financial Statement, and which are not, individually or in the aggregate, material in amount, and (c) the Litigation Licenses.

Section 3.6 Absence of Certain Changes or Events. Except in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and except for the events related to the Litigation Licenses: (a) since the Balance Sheet Date, there has not been or occurred any Company Material Adverse Effect or, to the Company's Knowledge, any event, condition, change, or effect that would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect; and (b) since the Interim Balance Sheet Date, (1) the business of the Company and each of its Subsidiaries has been conducted in the ordinary course of business consistent with past practice and (2) there has not been or occurred any event, condition, action, or effect that, if taken during the period from the date of this Agreement through the Effective Time, would constitute a breach of Section 5.1. Since the date of the most recent GPRP Financial Statement, with respect to GPRP, the business of GPRP has been conducted in the ordinary course of business consistent with past practice, and there has not been or occurred any event, occurrence, fact, condition or change that has, or would reasonably be expected to result in, a Company Material Adverse Effect upon the consummation of the transactions contemplated the GPRP Purchase Agreement.

Section 3.7 Taxes.

(a) The Company is, and at all times since its inception has been, properly classified as a partnership for U.S. federal and applicable state and local income tax purposes. At all times since its inception and prior to it becoming a direct Subsidiary of the Company, GPRP has been properly classified as a partnership for U.S. federal and applicable state and local income Tax purposes. At Closing, GPRP shall be treated as a disregarded entity separate from the Company for federal and applicable state and local income Tax purposes.

(b) Except as set forth in Section 3.7(b) of the Company Disclosure Schedules, all income Tax Returns and all other material Tax Returns required to be filed by the Company and GPRP have been timely filed, including applicable extensions. Such Tax Returns were true, complete and correct in all respects. Except as set forth in Section 3.7(b) of the Company Disclosure Schedules, all Taxes due and owing by the Company and GPRP (whether or not shown on any Tax Return) have been timely paid. Neither the Company nor GPRP is currently the beneficiary of any extension of time within which to file any Tax Return.

(c) The Company has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, member, shareholder or other party, and complied in all material respects with all information reporting and backup withholding provisions of applicable Law.

(d) The Company has received no claim from any taxing authority in any jurisdiction where the Company does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.

(e) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of the Company.

(f) The Company has made no election pursuant to Section 301.9100-22T of the Treasury Regulations.

(g) Section 3.7(f) of the Company Disclosure Schedules sets forth:

(i) the taxable years of the Company as to which the applicable statutes of limitations on the assessment and collection of Taxes have not expired;

(ii) those years for which examinations by the taxing authorities have been completed; and

(iii) those taxable years for which examinations by taxing authorities are presently being conducted.

(h) Except as set forth in Section 3.7(h) of the Company Disclosure Schedules, all deficiencies asserted, or assessments made, against the Company by any taxing authority have been fully paid.

(i) Except as set forth in Section 3.7(i) of the Company Disclosure Schedules, the Company is not a party to any Action by any taxing authority. The Company has received no notice of any pending or threatened Actions by any taxing authority against the Company.

(j) The Company has delivered to Parent copies of all federal, state, local and foreign income, franchise and other material Tax Returns, examination reports, and

statements of deficiencies assessed against, or agreed to by, the Company for all Tax periods ending after December 31, 2015.

(k) Except as set forth in Section 3.7(k) of the Company Disclosure Schedules, there are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of the Company.

(l) The Company has neither filed nor been included in a consolidated federal or state tax return. The Company is not a party to, or bound by, any Tax indemnity, Tax sharing, Tax allocation or similar agreement and the Company does not owe any amount under any such agreement.

(m) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any taxing authority with respect to the Company.

(n) The Company has not been a member of an affiliated, combined, consolidated or unitary Tax group for Tax purposes. The Company has no Liability for Taxes of any Person (other than the Company) under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local or non-U.S. Law), as transferee or successor, by contract or otherwise.

(o) The Company will not be required to include any item of income in, or exclude any item or deduction from, taxable income for taxable period or portion thereof ending after the Closing Date as a result of:

(i) any change in a method of accounting under Section 481 of the Code (or any comparable provision of state, local or foreign Tax Laws), or use of an improper method of accounting, for a taxable period ending on or prior to the Closing Date;

(ii) an installment sale or open transaction occurring on or prior to the Closing Date;

(iii) a prepaid amount received on or before the Closing Date;

(iv) interest held by the Company in a "controlled foreign corporation" (as that term is defined in Section 957 of the Code) on or before the Closing Date pursuant to Section 951 of the Code;

(v) any closing agreement under Section 7121 of the Code, or similar provision of state, local or foreign Law;

(vi) intercompany transactions occurring prior to the Closing Date or any excess loss account in existence prior to the Closing Date described in Treasury Regulations under Code Section 1502 (or any corresponding or similar provision of state, local or foreign income Tax law);

(vii) the completed contract method of accounting or the long-term contract method of accounting, or any comparable provision of state or local, domestic or foreign, Tax law; or

(viii) any election under Section 108(i) of the Code.

(p) The Company is not, and has not been, a party to, or a promoter of, a "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b). The Company has disclosed on all federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code.

(q) There is currently no limitation on the utilization of net operating losses, capital losses, built-in losses, tax credits or similar items of any Subsidiary of the Company taxed as a corporation for federal income tax purposes under Sections 382, 383 or 384 of the Code and the Treasury Regulations thereunder (and comparable provisions of state, local or foreign Law).

(r) No property owned by the Company is (i) required to be treated as being owned by another person pursuant to the so-called "safe harbor lease" provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, (ii) subject to Section 168(g)(1)(A) of the Code, or (iii) subject to a disqualified leaseback or long-term agreement as defined in Section 467 of the Code.

(s) Section 3.7(s) of the Company Disclosure Schedules contains a list of all jurisdictions in which the Company currently files income and other material Tax Returns.

(t) There are no outstanding (i) powers of attorney affirmatively granted by the Company concerning any Tax matter or (ii) agreements entered into with any taxing authority that would have a continuing effect after the Closing Date.

(u) The Company is in compliance with all state unclaimed property Laws and has turned over to the appropriate states all unclaimed property in accordance with relevant state unclaimed property Laws and the priority rules established and affirmed with respect thereto.

(v) The Company is in compliance with all terms and conditions of all Tax grants, credits, abatements and other similar incentives granted or made available by any tax authority for the benefit of the Company, if any, and the consummation of the transactions contemplated by this Agreement shall not adversely affect the Company's ability to benefit from any such Tax grant, credit, abatement or other similar incentive in any taxable period ending after the Closing Date.

(w) Except as set forth in Section 3.7(w) of the Company Disclosure Schedules, the Company has timely and properly collected all sales, use, value-added and similar Taxes required to be collected, and has remitted on a timely basis such amounts to the appropriate Governmental Entity. Except as set forth in Section 3.7(w) of the

Company Disclosure Schedules, the Company has timely and properly requested, received and retained all necessary exemption certificates and other documentation supporting any claimed exemption or waiver of Taxes on sales or similar transaction as to which it would otherwise have been obligated to collect or withhold Taxes.

(x) The Company has not deferred the inclusion of any amounts in taxable income pursuant to IRS Revenue Procedure 2004-34, Treasury Regulations Section 1.451-5, Sections 455 or 456 of the Code or any corresponding or similar provision of Law (irrespective of whether or not such deferral is election).

(y) The Company does not have a permanent establishment (within the meaning of the applicable Tax treaty) or otherwise have an office or fixed place of business in a country other than the country it is organized. The Company has not made an election under Section 965(h) of the Code to pay the net Tax liability under Section 965 in installments.

(z) For purposes of determining the number of partners in the Company under Treasury Regulations Section 1.7704-1(h), no person other than the actual member in the Company is or has been treated as a partner in the Company.

For purposes of this Section 3.7, the Company shall be deemed to include any Subsidiary or predecessor of the Company, any Person which merged or was liquidated with and into the Company or any of its Subsidiaries or any Person from which the Company or any of its Subsidiaries or Affiliates incurs a Liability for Taxes as a result of transferee Liability.

Section 3.8 Intellectual Property.

(a) As used herein "*Intellectual Property*" means all intellectual property rights of every kind in the United States and in foreign countries worldwide including all (i) patents, patent applications, invention disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof, (iii) copyrights (registered or unregistered) and registrations and applications for registration thereof, (iv) computer software, firmware, data, databases and documentation thereof, (v) trade secrets and other confidential or proprietary information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (vi) World Wide Web addresses, URLs and domain name registrations, (vii) works of authorship including, without limitation, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, records, data and mask works and any rights in semiconductor masks, layouts, architectures or topography, and (viii) goodwill associated with any of the foregoing. As used herein "*Company IP*" means Intellectual Property owned, licensed or used by the Company in the operation of its business and assets.

(b) Section 3.8(b) of the Company Disclosure Schedules contains a complete and accurate list of all Company IP that is owned by the Company included in clauses (i) – (iii) and (vi) of the definition of Intellectual Property, which has been registered by the Company or for which an application for registration has been filed by the Company or one of its Subsidiaries. The Company is the sole and exclusive owner of all Company IP that is owned by the Company.

(c) Section 3.8(c) of the Company Disclosure Schedules contains a complete and accurate list of all licenses and other rights granted by the Company to any Person with respect to any Company IP and all licenses and other rights granted by any Person to the Company or any of its Subsidiaries with respect to any Company IP (for this purpose, excluding (i) so-called "off-the-shelf" products and "shrink wrap" software licensed to the Company or one of its Subsidiaries in the ordinary course of business and easily obtainable without material expense, and (ii) non-competition, proprietary information and assignment agreements executed by employees, consultants, contractors and service providers of the Company) identifying the subject Company IP and indicating whether or not such licenses or other rights are exclusive or non-exclusive (collectively, the "*IP Licenses*"). The Company has not granted to any third Person any ownership rights, exclusive rights or any rights to license or sublicense any of the products the Company develops, manufactures or sells or any Intellectual Property owned by the Company relating to such products.

(d) The Company owns or possesses sufficient legal rights to use all Intellectual Property (including the Company IP) used in the conduct of its business as presently conducted. The Company has not violated or infringed, is not violating or infringing or, by conducting its businesses, would reasonably be expected to violate or infringe upon, any Intellectual Property of any other Person, and the Company has no Knowledge of any violation or infringement by any Person of any Intellectual Property Rights. Except as set forth on Section 3.8(d) of the Company Disclosure Schedules, the Company has not received any written notice (including any "invitation to license") from any Person claiming any violation or infringement of a Person's Intellectual Property rights.

(e) Each item of Company IP owned by the Company, which is registered or for which an application for registration has been filed, is valid and subsisting. All necessary registration, maintenance and renewal fees in connection with such Company IP, which is registered or for which an application for registration has been filed, have been paid and all necessary documents and certificates in connection with such Company IP have been filed with the relevant authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Company IP. To the Knowledge of the Company, there is no threatened or reasonably foreseeable loss or expiration of any such Company IP.

(f) The Company has taken reasonable steps to protect its rights in the Company IP owned by the Company or provided by any other Person to the Company, and, to the extent that the value of such Company IP is derived from the confidentiality thereof or for which Company has an obligation to maintain the confidentiality thereof,

and to maintain the confidentiality of such Company IP. Without limiting the foregoing, the Company has, and enforces, a policy requiring each of its employees to execute a non-competition, proprietary information and assignment agreement and has provided to Parent copies of the non-disclosure, proprietary information and assignment agreements, executed by employees, consultants, contractors and service providers who assist in the development of Company IP. To the Knowledge of the Company, there has been no: (i) unauthorized disclosure of any third party proprietary or confidential information in the possession, custody or control of the Company or (ii) unauthorized disclosure or use of any Company IP. To the Knowledge of the Company, no employee of the Company is obligated under any agreement or commitment, or subject to any judgment, decree or Order of any court or administrative agency, that could interfere with such employee's duties to the Company or that could conflict with its business.

(g) Except as set forth in Section 3.8(g) of the Company Disclosure Schedules, the Company is not required to pay any royalties or other compensation to any third parties in respect of its ownership or use of any Company IP, other than payments in the ordinary course of business for so-called "off-the-shelf-products" or "shrink wrap" software.

(h) The rights of the Company in and to Intellectual Property that is owned by the Company are free and clear of all Encumbrances.

Section 3.9 Accounts Receivable. The accounts receivable of the Company represent valid and enforceable obligations that arose from bona fide transactions in the ordinary course of business and are collectible in the ordinary course of business. None of such accounts receivable is currently subject to any claim of offset or recoupment or counterclaim, and to the Knowledge of the Company, there are no specific facts that would be likely to give rise to any such claim. An aging list of all receivables (and any related reserves) of the Company as of the date hereof is set forth on Section 3.9 of the Company Disclosure Schedules, which list is complete and accurate in all material respects.

Section 3.10 Business Relationships.

(a) Section 3.10(a) of the Company Disclosure Schedules sets forth a list of the top ten (10) customers of the Company based on gross revenue from each such customer during the twelve (12) calendar months ended December 31, 2018 (the "*Material Customers*") and the amount of gross revenue generated by the Company in such period from each such Material Customer.

(b) Section 3.10(b) of the Company Disclosure Schedules sets forth a list of the top ten (10) suppliers, vendors and services providers to the Company based on gross accounts payable to each such party during the twelve (12) calendar months ended December 31, 2018 ("*Material Vendors*").

(c) To the Knowledge of the Company, (a) all Material Customers will continue purchasing, without significant reductions, products and services from the Company, and (b) all Material Vendors will continue after the Closing to sell the

products and provide the services to the Company currently sold and provided by them. The Company's relationships with its Material Customers and Material Vendors are good commercial working relationships. During the previous eighteen (18) months, no Material Customer and no Material Vendor (x) has terminated or, to the Knowledge of the Company threatened to terminate, its relationship with the Company, (y) has decreased or limited materially or, to the Knowledge of the Company, threatened to decrease or limit materially, the services, supplies or materials supplied to or purchased from the Company, or (z) has materially changed or, to the Knowledge of the Company, threatened to change materially, its business relationship with the Company. To the Knowledge of the Company, there are no problems of any nature that could materially disrupt the operation of the Company, the servicing of any of its customers or the sales of any of its products or services.

(d) Other than as identified in Section 3.10(d) of the Company Disclosure Schedules, GPRP is not a party to any other Contract.

Section 3.11 Regulatory and Legal Compliance.

(a) Except with respect to the illegality of cannabis under United States federal Law, and except as set forth in Section 3.11(a) of the Company Disclosure Schedules, each of the Company and GPRP complies and has at all times complied in all material respects with all Laws, and has not received any notice from any Governmental Entity or any other Person of any alleged violation or noncompliance with respect to any Laws.

(b) Neither the Company, nor to the Company's Knowledge, any Person affiliated with, or who does business with, the Company: (i) has ever offered, made or received on behalf of the Company any illegal payment or contribution of any kind, directly or indirectly, including payments, gifts or gratuities, to or from any person, entity, or foreign national, state, provincial or local government officials, employees or agents or candidates therefor or other Persons in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, or any other Law; (ii) is a Person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of the United States' Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)); (iii) engages in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such Person in any manner violative of Section 2; or (iv) is a Person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order. Without limiting the foregoing, the Company has not conducted any business or transaction with any person or destination in violation of a U.S. or Canadian trade embargos, restrictions or economic sanctions administered by the U.S. Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, or applicable Canadian authorities, including but not limited to exports and re-exports to (a) Burma/Myanmar, Cuba, Iran, North Korea, Sudan or Syria, (b) Persons on the U.S. Department of Commerce Denied Persons List or Entity List, or (c) Persons

on the U.S. Department of Treasury's list of Specially Designated Nationals and Blocked Persons.

(c) Except with respect to the illegality of cannabis under United States federal Law and the inability of the Company to engage in financial transactions with state or federal financial institutions as a result thereof, the operations of the Company are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "*Money Laundering Laws*") and no action, suit or proceeding by or before any court or Governmental Entity involving the Company with respect to the Money Laundering Laws is pending or, to the Company's Knowledge, threatened.

Section 3.12 Licenses and Permits. Section 3.12 of the Company Disclosure Schedules sets forth all Licenses held by the Company, GPRP or, to the extent relevant to the Business, each employee, subcontractor and service provider of the Company, (a) that are material to the Company or (b) that pertain to the Business in any material respect. Each of the Company, GPRP and each of its employees, subcontractors and service providers, is in compliance in all material respects with each such License, all of which are in full force and effect and, subject to the receipt of the Other Governmental Approvals, will be in full force and effect immediately after giving effect to the Transactions. To the extent required by Law, the Company has and enforces a policy to ensure that each provider of the Company has and maintains all Licenses that are material to the Business. There are no other Licenses that are material to the Company, or the Business which the Company is required to obtain or which, in good industry practice, the Company should hold for the conduct of the Business. Except for the Litigation Licenses, to the Knowledge of the Company, there is no threatened suspension, revocation or invalidation of any of the Licenses required to be set forth on Section 3.12 of the Company Disclosure Schedules, or any reasonable basis therefor.

Section 3.13 Litigation. Except as set forth on Section 3.13 of the Company Disclosure Schedules, there is no litigation, suit, action, arbitration, administrative or other proceeding or investigation, governmental or otherwise, pending or, to the Knowledge of the Company, threatened, nor has there been any such litigation, suit, action, arbitration, administrative or other proceeding or investigation, affecting or involving the Company, or any asset of the Company or Membership Unit, before any Governmental Entity, nor is there any basis for any such litigation, suit, action, arbitration or other proceeding or investigation. Except as related to the Litigation Licenses, there are no Orders entered by or pending before any Governmental Entity against the Company or which affect or relate to the Company or by which any of its assets or the Membership Units are bound or affected. Except as related to the Litigation Licenses, the Company is not currently planning to initiate any litigation, suit, action, arbitration, administrative or other proceeding or investigation, governmental or otherwise.

Section 3.14 Brokers' and Finders' Fees. No finder, broker, agent, financial advisor or other intermediary, other than Capital Canada Limited, has acted on behalf of the Company in connection with the negotiation or consummation of this Agreement and, other than Capital

Canada Limited, no such Person is entitled to any fee, payment, commission or other consideration in connection therewith as a result of any arrangement made by any of them.

Section 3.15 Employees and Compensation.

(a) Section 3.15(a) of the Company Disclosure Schedules sets forth a true, correct and complete list of all employees of the Company employed as of the date that is two (2) Business Days prior to the date hereof, and, subject to the foregoing, includes the name of each employee of the Company, job title, scope of employment (e.g., full- or part-time or temporary), any employment agreements executed, overtime classification (e.g., exempt or non-exempt), date of hire, salary/wages, bonus for the last fiscal year, any guaranteed bonus not yet paid, any commissions earned for last fiscal year and in current fiscal year, any equity grant(s), any restrictive covenant agreements, and any medical benefits, vision benefits and dental benefits.

(b) Except as set forth in Section 3.15(b) of the Company Disclosure Schedules, the Company has at all times complied in all material respects with all applicable Laws relating to employment and employment practices in the jurisdictions within which it operates, including Laws relating to wages, hours, overtime and overtime payments, classification of employees, meal and rest periods, hours of work, civil rights, discrimination, employee benefits, family and/or medical leave, safety and health, worker's compensation, privacy and immigration. The Company has not and does not employ any individual who is not authorized to work in the United States and the Company has a valid Form I-9 completed for all of their employees.

(c) The Company is not and has never been a party to any collective bargaining agreement, or other contract or arrangement with a labor union, works council, trade union or other organization or body involving any of its employees or employee representatives, or is otherwise required (under any law, contract or otherwise) to provide benefits or working conditions under any of the foregoing. The Company is not and has not ever been a member of any employers' association or organization. There is no and has never been any labor organization representing or purporting to represent, any employees of the Company, and, to the Knowledge of the Company, there are no representation proceedings or petitions seeking a representation proceeding presently pending, or threatened to be brought or filed, with the National Labor Relations Board or other labor relations tribunal. The Company does not have Knowledge of any union organizing activities or proceedings of any labor union to organize any employees of the Company. Except as set forth on Section 3.15(c) of the Company Disclosure Schedules, the Company has not ever been engaged in any unfair labor practice. The Company has not ever had any strike, labor dispute, slowdown, concerted refusal to work overtime or work stoppage, lockout, job action or written threat thereof, by or with respect to any of the employees of the Company.

(d) There are no employment or consulting contracts or arrangements (other than (i) with respect to employment contracts or arrangements, those terminable at will, or (ii) with respect to any consulting contracts or arrangements, those terminable on less than sixty (60) days' notice, each without liability to the Company) with any employee of

or consultant to the Company other than as described on Section 3.15(d) of the Company Disclosure Schedules. Section 3.15(d) of the Company Disclosure Schedules sets forth a complete list of all consultants involving consideration paid by the Company during the 2018 fiscal year of the Company in excess of $75,000, showing date of engagement, services, and hourly rate or other basis of compensation. Except as set forth on Section 3.15(d) of the Company Disclosure Schedules, to the Knowledge of the Company, (x) no officer or key employee of the Company intends to terminate his or her employment with the Company or (y) no independent contractor of the Company intends to terminate his or her relationship with the Company or any applicable Affiliate of the Company.

(e) The Company, to the Knowledge of the Company, has no material, unsatisfied obligations of any nature to any of its former employees or consultants, and any terminations of employment or engagement were in compliance in all material respects with all applicable Laws and Material Contracts.

(f) The Company has not received written notice of any complaints, charges or claims against the Company within the last two (2) years and, to the Knowledge of the Company, no such complaints, charges or claims are threatened, by or before any Governmental Entity, based on, arising out of, in connection with or otherwise relating to the employment or termination of employment or failure to employ by the Company, of any individual. The Company is not a party to a current conciliation agreement, consent decree, or other agreement or order with any federal, state, or local agency or Governmental Entity with respect to employment practices.

(g) To the Knowledge of the Company, except as set forth in Section 3.15(g) of the Company Disclosure Schedules, no current employee of the Company (i) has received an offer to join a business that may be competitive with the Company's business; or (ii) is in violation of any term of any employment agreement, invention assignment agreement, patent disclosure agreement, non-competition agreement, non-solicitation agreement, or any restrictive covenant to a former employer relating to the right of any such employee to be employed by the Company due to the nature of the Company's business or proprietary information of others.

(h) Except as set forth on Section 3.15(h) of the Company Disclosure Schedules, the Company does not have any liability with respect to any misclassification of: (a) any person as an independent contractor rather than as an employee, (b) any employee leased from another employer, or (c) any employee currently or formerly classified as exempt from overtime wages.

(i) The Company has not taken any action which would constitute a "plant closing" or "mass layoff" within the meaning of the Workers Adjustment and Retraining Notification Act of 1988, as amended ("*WARN Act*") or similar state or local Law, issued any notification of a plant closing or mass layoff required by the WARN Act or similar state or local Law, or incurred any liability or obligation under WARN or any similar state or local Law that remains unsatisfied. No terminations prior to the Closing would trigger any notice or other obligations under the WARN Act or similar state or local Law.

(j) *Effect of Transaction*. Neither the execution or delivery of this Agreement or the other Transaction Documents, the consummation of the Merger, nor any of the other transactions contemplated by this Agreement or the other Transaction Documents will (either alone or in combination with any other event): (i) except as set forth on Section 3.15(j)(i) of the Company Disclosure Schedules, entitle any current or former director, employee, contractor, or consultant of the Company to severance pay or any other payment; (ii) accelerate the timing of payment, funding, or vesting, or increase the amount of compensation due to any such individual; (iii) limit or restrict the right of the Company to merge, amend, or terminate any Company Benefit Plan; or (iv) increase the amount payable or result in any other material obligation pursuant to any Company Benefit Plan. No amount that could be received (whether in cash or property or the vesting of any property) as a result of the consummation of the transactions contemplated by this Agreement by any employee, director, or other service provider of the Company under any Company Benefit Plan or otherwise would not be deductible by reason of Section 280G of the Code nor would be subject to an excise tax under Section 4999 of the Code.

Section 3.16 ERISA; Compensation and Benefit Plans.

(a) Section 3.16 of the Company Disclosure Schedules sets forth all employee compensation and benefit plans, agreements, commitments, practices or arrangements of any type, including, but not limited to, plans described in Section 3(3) of ERISA, bonus, deferred compensation, severance pay, change of control, pension, profit sharing, retirement, insurance, incentive compensation, equity compensation, stock option, synthetic equity, disability, medical, health, death, life, retiree benefits, vacation, and workers' compensation, offered, maintained or contributed to by the Company for the benefit of current or former employees, officers, independent contractors, or managers of the Company (or spouses, beneficiaries or dependents thereof), or with respect to which the Company has or may have any liability, whether direct or indirect, actual or contingent (including, but not limited to, liabilities arising from affiliation with other entities under Section 414 of the Code or Section 4001 of ERISA ("*ERISA Affiliates*")), whether written or unwritten (collectively, the "*Company Benefit Plans*"). There are no compensation or benefit plans, agreements, commitments, practices or arrangements of any type providing benefits to employees or managers of the Company, or with respect to which the Company may have any liability, other than the Company Benefit Plans.

(b) With respect to each Company Benefit Plan, the Company has delivered to Parent, true and complete copies of: (i) any and all plan texts and agreements (including, but not limited to, trust agreements, insurance contracts and investment management agreements); (ii) any and all material employee communications (including all summary plan descriptions and material modifications thereto); (iii) the three most recent annual Form 5500 reports and all attachments and schedules thereto if applicable; (iv) the three most recent annual and periodic accounting of plan assets, if applicable; (v) the most recent determination letter received from the Internal Revenue Service (the "*Service*"), if applicable; (vi) in the case of any unfunded or self-insured plan or arrangement, a current estimate of accrued and anticipated liabilities thereunder; (vii) any correspondence with the Service, Pension Benefit Guaranty Corporation, the U.S Department of Labor ("*DOL*") or other Governmental Entity regarding any controversy, review, investigation

or audit with respect to any Company Benefit Plan; and (viii) any filings under the Service or the DOL correction programs.

(c) Except as set forth in Section 3.16(c) of the Company Disclosure Schedules, with respect to each Company Benefit Plan: (i) if intended to qualify under Section 401(a) of the Code, such plan so qualifies, and its trust is exempt from taxation under Section 501(a) of the Code; (ii) such plan has been administered and enforced in accordance with its terms and all applicable Laws, in all material respects; (iii) no breach of fiduciary duty has occurred with respect to which the Company or any Company Benefit Plan (or fiduciary thereof) may be liable or otherwise damaged; (iv) no disputes nor any audits or investigations by any Governmental Entity are pending or, to the Knowledge of the Company, threatened; (v) no "prohibited transaction" (within the meaning of either Section 4975(c) of the Code or Section 406 of ERISA) has occurred with respect to which the Company, or any Company Benefit Plan may be liable or otherwise damaged; (vi) all contributions, premiums, and other payment obligations have been accrued on the Financial Statements in accordance with the historical accounting practices of the Company, and, to the extent due, have been made on a timely basis; (vii) all contributions or benefit payments made or required to be made under such plan meet the requirements for deductibility under the Code; (viii) except as would not reasonably result in a Material Adverse Effect, the Company has expressly reserved in itself the right to amend, modify or terminate such plan, or any portion of it, at any time without liability to itself; and (ix) no such plan requires the Company to continue to employ or engage any employee, officer, independent contractor, or manager.

(d) No Company Benefit Plan is, and neither the Company nor any ERISA Affiliate has ever sponsored, maintained, contributed to or had an obligation to contribute to, or incurred any other obligation or liability (contingent or otherwise) or been secondarily liable for a plan, (i) subject to Title IV of ERISA or Sections 412 or 430 of the Code, including a multiemployer plan (as defined in Sections 3(3) and 4001(a)(3) of ERISA) or (ii) that is a welfare benefit plan which is funded in whole or in part through a welfare fund, as defined in Section 419 of the Code. Neither the Company nor any of its ERISA Affiliates will have any Liability with respect to any Company Benefit Plan under any theory of successor employer, alter ego, joint employer, or any other theory of affiliation recognized under ERISA or other applicable Law.

(e) Except as set forth in Section 3.16(e) of the Company Disclosure Schedules, with respect to each Company Benefit Plan which provides welfare benefits of the type described in Section 3(1) of ERISA: (i) no such plan provides medical or death benefits with respect to current or former employees, officers, independent contractors, or managers of the Company (or spouses, beneficiaries or dependents thereof) beyond their termination of employment or other period of service, other than coverage mandated by Sections 601-608 of ERISA and 4980B(f) of the Code, (ii) each such plan has been administered in compliance in all material respects with Sections 601-734 of ERISA, 4980B(f) of the Code, and any similar Law; (iii) no such plan is or is provided through a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA; and (iv) no such plan has reserves, assets, surpluses or prepaid premiums.

(f) Neither the execution and delivery of this Agreement nor the consummation of the Transactions contemplated by this Agreement (whether alone or together with another event such as termination of employment) will (i) except as set forth in Section 3.16(f) of the Company Disclosure Schedules, entitle any individual to severance pay, (ii) accelerate the time of payment or vesting under any Company Benefit Plan, (iii) increase the amount of compensation or benefits due to any individual, (iv) trigger any funding (through a grantor trust or otherwise) of any compensation, severance or other benefit under any Company Benefit Plan or other agreement to which the Company is a party or (v) result in any "excess parachute payments" within the meaning of Section 280G of the Code.

(g) Except as set forth in Section 3.16(g) of the Company Disclosure Schedules, the Company has correctly classified all individuals who directly or indirectly perform service for it for purposes of each Company Benefit Plan, the Code, unemployment compensation, workers' compensation laws, and other applicable Laws.

(h) Except as set forth in Section 3.16(h) of the Company Disclosure Schedules, each Company Benefit Plan that is a "non-qualified deferred compensation plan" (within the meaning of Section 409A(d)(1) of the Code) has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and applicable regulatory guidance.

(i) Except as set forth in Section 3.16(i) of the Company Disclosure Schedules, each Company Benefit Plan that is subject to the Patient Protection and Affordable Care Act of 2010, as amended (the "*Affordable Care Act*") has been maintained and administered in compliance with the Affordable Care Act, including all notice and coverage requirements, and no Tax or liability has been or is expected to be incurred as a result of the application of the Affordable Care Act to such Company Benefit Plan.

Section 3.17 Real Property and Personal Property Matters.

(a) *Owned Real Estate*. The Company does not own any real property. The Company is not a party to any agreement or option to purchase any real property or interest therein.

(b) *Leased Real Estate*. Section 3.17(b) of the Company Disclosure Schedules contains a true and complete list of all Leases (including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto) as of the date hereof for each Leased Real Estate (including the date and name of the parties to such Lease). The Company has delivered to Parent a true and complete copy of each such Lease. Except as set forth in Section 3.17(b) of the Company Disclosure Schedules, with respect to each of the Leases: (i) the Company's possession and quiet enjoyment of the Leased Real Estate under such Lease has not been disturbed and, to the Knowledge of the Company, there are no disputes with respect to such Lease; (ii) has received written notice that the Company is subject to any pending claim (x) based upon any provision of any Environmental Laws and arising out of any act or omission of the Company or any of

its employees, agents or representatives or (y) arising out of the use, control or operation by the Company of Leased Real Estate from which there was a release of any Hazardous Substance; (iii) has received written notice of any pending, and to the Knowledge of the Company threatened, condemnation proceeding affecting any Leased Real Estate or any portion thereof or interest therein; and (iv) there are no Encumbrances on the Company's leasehold estate created by such Lease other than Permitted Encumbrances. The Company has not assigned, pledged, mortgaged, hypothecated, or otherwise transferred any Lease or any interest therein nor has the Company subleased, licensed, or otherwise granted any Person a right to use or occupy such Leased Real Estate or any portion thereof. As of the Closing, no brokerage or leasing commissions or other compensation will be due or payable by the Company to any Person with respect to or on account of any of the Leased Real Estate.

(c) *Real Estate Used in the Business*. The Leased Real Estate identified in Section 3.17(b) of the Company Disclosure Schedules comprises all of the real property used or presently intended to be used in, or otherwise related to, the business of the Company. Except as set forth in Section 3.17(c) of the Company Disclosure Schedules, all buildings, structures, fixtures, building systems and equipment, and all components thereof, included in the Leased Real Estate (the "*Improvements*") are in good condition and repair and sufficient for the operation of the business of the Company as currently conducted. Except as set forth in Section 3.17(c) of the Company Disclosure Schedules, there are no facts or conditions affecting any of the Improvements that would, individually or in the aggregate, interfere in any material respect with the use or occupancy of the Improvements or any portion thereof in the operation of the business of the Company as currently conducted therefrom. All water, oil, gas, electrical, steam, compressed air, telecommunications, sewer, storm and waste water systems and other utility services or systems for the Leased Real Estate have been installed and are operational and sufficient for the operation of the business of the Company as currently conducted thereon. The Company's use or occupancy of the Leased Real Estate or any portion thereof and the operation of the business of the Company as currently conducted thereon is not dependent on a "permitted non-confirming use" or "permitted non-conforming structure" or similar variance, exemption or approval from any Governmental Entity.

(d) *Personal Property*. Except as set forth on Section 3.17(d) of the Company Disclosure Schedules, the Company is in possession of and has good and marketable title to, or valid leasehold interests in or valid rights under contract to use, the machinery, equipment, furniture, fixtures, and other material tangible personal property (collectively, "*Personal Property*") and assets owned, leased, or used by the Company, free and clear of all Encumbrances other than Permitted Encumbrances, reflected in the Interim Financial Statements. All Personal Property is in good condition and repair and sufficient for the operation of the business of the Company as currently conducted. The Company has made all material upgrades, improvements or modifications to the Personal Property reasonably necessary to the operation of the business of the Company as currently conducted. Title to owned Personal Property, together with risk of loss or damage for all Personal Property, will pass to Surviving Company upon Closing.

Section 3.18 Environmental Matters. The ownership and use of the Company's premises and assets, the occupancy and operation thereof by the Company, and the conduct of the Company's operations and business, have been and are in compliance in all material respects with all Environmental Laws. The Company has not received any notice from any Governmental Entity or any other Person of any alleged violation or liability under such Environmental Laws. There is no liability attaching to the Company or such premises or assets or ownership or operation thereof as a result of any act or omission of the Company related to any Hazardous Substance that is or was present or may have been released by the Company into the environment, or disposed of on-site or off-site by the Company, or as a result of a violation of any Environmental Laws by the Company, or any other similar circumstance resulting from any act or omission of the Company occurring prior to the Closing or existing as of the Closing.

Section 3.19 Material Contracts. Section 3.19 of the Company Disclosure Schedules sets forth a complete and accurate list of all of the following Contracts with respect to the Company:

(a) Contracts with respect to which the Company has any Liability or obligation involving more than $100,000, contingent or otherwise;

(b) Contracts that could extend for a term of more than one year after the Closing and which cannot be terminated without penalty upon less than ninety (90) days notice (other than nondisclosure, confidentiality and other Contracts entered into in the ordinary course of business by the Company containing customary provisions that survive the term thereof, none of which are otherwise required to be disclosed pursuant to subsection (q));

(c) Contracts under which the amount payable by the Company is dependent on the revenue, income or other similar measure of the Company or any other Person;

(d) Contracts and other arrangements with respect to any material property of the Company, including distribution, sales and supply contracts;

(e) Contracts relating to any Indebtedness or the guarantee thereof;

(f) Contracts with any officer, director, manager, member, shareholder or Affiliate of the Company or any of the respective relatives or Affiliates of any of the foregoing;

(g) Contracts which place any limitation on the method of conducting or scope of the Company's businesses, including any agreement that contains any exclusivity, non-competition, right of first refusal, "most favored nation," non-solicitation or no-hire provisions (other than nondisclosure, confidentiality and other similar Contracts entered into in the ordinary course of business by the Company containing customary provisions, none of which are otherwise required to be disclosed pursuant to subsection (q));

(h) (I) employment or consulting Contracts, or other similar arrangements involving the Company, which involve consideration in excess of $75,000 per annum,

and which are not "at-will" or otherwise terminable without penalty on less than sixty (60) days notice, and (II) severance, deferred compensation, collective bargaining, benefits and similar plans, Contracts, or other arrangements involving the Company;

(i) Contracts relating to or involving any franchise, partnership, joint venture or other similar arrangement;

(j) Contracts with the Material Customers and Material Vendors;

(k) Contracts with respect to mergers or acquisitions, sales of securities or material assets, or investments by the Company or any of its Subsidiaries or Affiliates, other than the GPRP Purchase Agreement;

(l) Contracts with Governmental Entities (including any subcontract with a prime contractor or other subcontractor who is a party to any such contract where the ultimate contracting party is a Governmental Entity);

(m) reseller, strategic alliance, co-marketing, co-promotion, co-packaging, joint development or similar Contracts;

(n) powers of attorney (other than shipping and other similar powers entered into with FedEx, UPS or other similar overnight carriers, in the ordinary course of business);

(o) Contracts of the Company outside of the ordinary course of business and involves consideration in excess of $50,000;

(p) Contracts pertaining to the lease or occupancy of the Leased Real Estate; and

(q) Any other Contract that is material to the businesses of the Company.

All the foregoing (whether written or unwritten), including all amendments or modifications thereto, all IP Licenses and all insurance policies listed or required to be listed on Section 3.20 of the Company Disclosure Schedules (including any key-man life insurance policy) are sometimes collectively referred to as "*Material Contracts*." The Company has furnished to Parent true, complete and correct copies of all Material Contracts (or descriptions of the material terms thereof, in the case of oral contracts). Each Material Contract (or description) sets forth the entire agreement and understanding (or complete description of the material terms, as applicable), between the Company, on one hand, and the other parties thereto, on the other hand with respect to the subject matter thereof. Each Material Contract is valid and binding on the Company in accordance with its terms and is in full force and effect in all material respects, except to the extent that a Material Contract has expired according to its terms, in which case, such Material Contract remains valid and binding and in full force and effect with respect to the provisions that survive the expiration or termination thereof. There is no event or condition that occurred or exists that constitutes or that, with or without notice, or the happening of any event and/or the passage of time, would reasonably be expected to constitute a default under or breach of any such Material Contract by the Company or, to the Knowledge of the Company, any other

party thereto, or would reasonably be expected to cause the acceleration of any obligation or loss of any material rights of any party thereto or give rise to any right of termination or cancellation thereof. The Company has no reason to believe any party to any Material Contract will not fulfill its obligations thereunder in all material respects, and the Company has received no notice of termination or intent to terminate by any party to any Material Contract.

Section 3.20 Insurance. Section 3.20 of the Company Disclosure Schedules sets forth all insurance policies under which the Company is insured, the name of the insurer of each policy, the type of policy provided by such insurer and a description of any material claims made thereunder. Such insurance policies are valid in full force and effect in all material respects. All premiums due to date under such policies have been paid, no default exists thereunder and, to the Company's Knowledge, with respect to any material claims made under such policies, no insurer has made any "reservation of rights" or refused to cover all or any portion of such claims. The Company has not received any written notice of any proposed material increase in the premiums payable for coverage, or proposed reduction in the scope (or discontinuation) of coverage, under any of such insurance policies. To the Company's Knowledge, such insurance policies will not be affected in any way as a result of the Merger.

Section 3.21 Affiliate Transactions. Except as set forth on Section 3.21 of the Company Disclosure Schedules, and other than the GPRP Purchase Agreement, (a) the Company is not a party to any Contract with, or indebted, either directly or indirectly, to any of its or their officers, directors, managers, members or shareholders, or any of their respective relatives or Affiliates, (b) none of such Persons is indebted to the Company or has any direct or indirect ownership interest in, or any contractual or business relationship with, any Person with which the Company is or was Affiliated or with which the Company has a business relationship, or any Person which, directly or indirectly, competes with the Company and (c) none of the Company's officers, directors, managers, members or shareholders, or any of their respective relatives or Affiliates, has any interest in any property, real or personal, tangible or intangible, including inventions, copyrights, trademarks, or trade names, used in or pertaining to the Business, or any supplier, distributor or customer of the Company, except for rights under existing Company Benefit Plans.

Section 3.22 Material Disclosure. Neither this Agreement, any Transaction Document, any Exhibit, or Schedules hereto (including, without limitation, any of the Company Disclosure Schedules), nor any written statements, documents, or certificates furnished or made available to Parent by the Company or any Member of the Company pursuant hereto contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements herein and therein not misleading. To the Knowledge of the Company, there is no fact which materially and adversely affects the assets of the Company or the Business which has not been disclosed in this Agreement or the Company Disclosure Schedules hereto.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub hereby jointly and severally represent and warrant to the Company as follows:

Section 4.1 Organization; Standing and Power; Charter Documents; Subsidiaries.

(a) *Organization; Standing and Power*. Parent is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and Merger Sub is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Nevada, and each has the requisite limited liability company power and authority to own, lease, and operate its assets and to carry on its business as now conducted. Each of Parent and Merger Sub is duly qualified or licensed to do business as a limited liability company and is in good standing (to the extent that the concept of "good standing" is applicable in the case of any jurisdiction outside the United States) in each jurisdiction where the character of the assets and properties owned, leased, or operated by it or the nature of its business makes such qualification or license necessary, except where the failure to be so qualified or licensed or to be in good standing, would not have a Parent Material Adverse Effect.

(b) *Charter Documents*. Parent has delivered or made available to the Company a true and correct copy of the Charter Documents of Parent and Merger Sub. Neither Parent nor Merger Sub is in violation of any of the provisions of its Charter Documents.

(c) *Subsidiaries*. All of the outstanding shares of capital stock of, or other equity or voting interests in, each Subsidiary of Parent have been validly issued and are owned by Parent, directly or indirectly, free of pre-emptive rights, are fully paid and non-assessable, and are free and clear of all Encumbrances, including any restriction on the right to vote, sell, or otherwise dispose of such capital stock or other equity or voting interests, except for any Encumbrances: (i) imposed by applicable securities Laws; or (ii) arising pursuant to the Charter Documents of any non-wholly owned Subsidiary of Parent. Except for the capital stock of, or other equity or voting interests in, its Subsidiaries, Parent does not own, directly or indirectly, any capital stock of, or other equity or voting interests in, any Person.

Section 4.2 Capital Structure. The equity of Parent consists of Common Units, of which 20,615,646 are issued and outstanding, and Class C-1 Units, of which 4,861,875 are issued and outstanding. All of the outstanding equity of Parent is, and Common Units which may be issued as contemplated or permitted by this Agreement, including the shares of Common Units constituting the Merger Consideration, will be, when issued, duly authorized, validly issued, fully paid, and non-assessable, and not subject to any pre-emptive rights, and has been issued in compliance in all material respects with applicable Laws. No Subsidiary of Parent owns any Common Units.

Section 4.3 Authority; Non-Contravention; Governmental Consents; Board Approval.

(a) *Authority*. Each of Parent and Merger Sub has all requisite power and authority to enter into and to perform its obligations under this Agreement and, subject to, in the case of the consummation of the Merger, the adoption of this Agreement by Parent as the sole member of Merger Sub, to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Parent and Merger Sub

and the consummation by Parent and Merger Sub of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of Parent and Merger Sub and no other proceedings on the part of Parent and Merger Sub are necessary to authorize the execution and delivery of this Agreement or to consummate the Merger, the Common Units Issuance, and the other transactions contemplated by this Agreement, subject only, in the case of consummation of the Merger, to the adoption of this Agreement by Parent as the sole member of Merger Sub. This Agreement has been duly executed and delivered by Parent and Merger Sub and, assuming due execution and delivery by the Company, constitutes the legal, valid, and binding obligation of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, and other similar Laws affecting creditors' rights generally and by general principles of equity.

(b) *Non-Contravention*. The execution, delivery, and performance of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the transactions contemplated by this Agreement, do not and will not: (i) contravene or conflict with, or result in any violation or breach of, the Charter Documents of Parent and Merger Sub; (ii) assuming that all of the Consents contemplated by clauses (i) through (v) of Section 4.2(c) have been obtained or made, conflict with or violate any Law applicable to Parent and Merger Sub or any of their respective properties or assets; (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in Parent's or any of its Subsidiaries' loss of any benefit or the imposition of any additional payment or other liability under, or alter the rights or obligations of any third party under, or give to any third party any rights of termination, amendment, acceleration, or cancellation, or require any Consent under, any Contract to which Parent or any of its Subsidiaries is a party or otherwise bound as of the date hereof; or (iv) result in the creation of an Encumbrances (other than Permitted Encumbrances) on any of the properties or assets of Parent or any of its Subsidiaries, except, in the case of each of clauses (ii), (iii), and (iv), for any conflicts, violations, breaches, defaults, loss of benefits, additional payments or other liabilities, alterations, terminations, amendments, accelerations, cancellations, or Encumbrances that, or where the failure to obtain any Consents, in each case, would not have a Parent Material Adverse Effect.

(c) *Governmental Consents*. No Consent of any Governmental Entity is required to be obtained or made by Parent or Merger Sub in connection with the execution, delivery, and performance by Parent and Merger Sub of this Agreement or the consummation by Parent and Merger Sub of the Merger, the Common Units Issuance, and the other transactions contemplated hereby, except for: (i) the filing of the Articles of Merger with the Secretary of State of the State of Nevada; (ii) such Consents as may be required under Antitrust Laws, including, without limitation, Consents required by Governmental Antitrust Authorities as contemplated in Section 5.9(b), in any case that are applicable to the transactions contemplated by this Agreement; and (iii) such Consents as may be required under applicable state securities or "blue sky" Laws and the securities Laws of any foreign country or province thereof or the rules and regulations of the CSE;

(d) *Board Approval*.

(i) The Parent Manager by resolution has (A) determined that this Agreement and the transactions contemplated hereby, including the Merger, and the Common Units Issuance, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, Parent and (B) approved and declared advisable this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Merger and the Common Units Issuance, upon the terms and subject to the conditions set forth herein.

(ii) The Merger Sub Manager by resolution has (A) determined that this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, Merger Sub and Parent, as the sole member of Merger Sub, (B) approved and declared advisable this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Merger, upon the terms and subject to the conditions set forth herein, and (C) resolved to recommend that Parent, as the sole member of Merger Sub, approve the adoption of this Agreement in accordance with the Nevada LLC Statutes.

Section 4.4 Undisclosed Liabilities. Complete copies of (a) the consolidated balance sheet of Acreage Canada dated as of September 30, 2018, together with the related statements of income and retained earnings, members equity and cash flows as of such date, and (b) the consolidated balance sheet of Acreage Canada dated as of September 30, 2018, hereinafter referred to as the "*Parent Balance Sheet Date*," together with the related statements of income and retained earnings, members equity and cash flows as of such date, are available at www.sedar.com (collectively, the "*Parent Financial Statements*"). The Parent Financial Statements fairly present in all material respects the financial position of Parent as of the respective dates they were prepared and the results of operations of Parent for the periods indicated. Parent has no Liabilities except (a) those which are adequately reflected or reserved against in the Parent Financial Statements as of the date thereof, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the date of the Parent Financial Statements and which are not, individually or in the aggregate, material in amount.

Section 4.5 Absence of Certain Changes or Events. Since the Parent Balance Sheet Date, except in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, the business of Parent and each of its Subsidiaries has been conducted in the ordinary course of business consistent with past practice and there has not been or occurred any Parent Material Adverse Effect or any event, condition, change, or effect that could reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.6 Compliance; Permits.

(a) Except with respect to the illegality of cannabis under United States federal Law, Parent and each of its Subsidiaries is, and each has conducted and is conducting its business, in compliance with, all Laws or Orders applicable to Parent or any of its Subsidiaries or by which Parent or any of its Subsidiaries or any of their respective businesses or properties is bound, except for such non-compliance that would not have a Parent Material Adverse Effect. Since September 30, 2018, no Governmental Entity has issued any notice or notification stating that Parent or any of its Subsidiaries is not in compliance with any Law, except where such non-compliance would not have a Parent Material Adverse Effect.

(b) Parent and its Subsidiaries hold, to the extent necessary to operate their respective businesses as such businesses are being operated as of the date hereof, all Permits except for any Permits for which the failure to obtain or hold would not have a Parent Material Adverse Effect. No suspension, cancellation, non-renewal, or adverse modifications of any Permits of Parent or any of its Subsidiaries is pending or, to the Knowledge of Parent, threatened, except for any such suspension or cancellation which would not have a Parent Material Adverse Effect. Parent and each of its Subsidiaries is and, since September 30, 2018, has been in compliance with the terms of all Permits, except where the failure to be in such compliance would not have a Parent Material Adverse Effect.

Section 4.7 Litigation. There is no Action pending, or to the Knowledge of Parent, threatened against Parent or any of its Subsidiaries or any of their respective properties or assets or, to the Knowledge of Parent, any officer or director of Parent or any of its Subsidiaries in their capacities as such, other than any such Action that: (a) does not involve an amount that would have a Parent Material Adverse Effect; and (b) does not seek material injunctive or other material non-monetary relief. None of Parent or any of its Subsidiaries or any of their respective properties or assets is subject to any Order of a Governmental Entity or arbitrator, whether temporary, preliminary, or permanent, which would have a Parent Material Adverse Effect. There are no inquiries or investigations, other governmental or regulatory inquiries or investigations, or internal investigations pending or, to the Knowledge of Parent, threatened, in each case regarding any accounting practices of Parent or any of its Subsidiaries or any malfeasance by any officer or director of Parent.

Section 4.8 Brokers. Neither Parent, Merger Sub, nor any of their respective Affiliates has incurred, nor will it incur, directly or indirectly, any liability for investment banker, brokerage, or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby for which the Company would be liable in connection the Merger.

Section 4.9 Merger Sub. Merger Sub: (a) has engaged in no business activities other than those related to the transactions contemplated by this Agreement; and (b) is a direct, wholly owned Subsidiary of Parent.

Section 4.10 Material Disclosure. Neither this Agreement, any Transaction Document, any Exhibit, or Schedules hereto (including, without limitation, any of the Parent Disclosure Schedules), nor any written statements, documents, or certificates furnished or made available to the Company by Parent pursuant hereto contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements herein and therein not misleading.

ARTICLE V
COVENANTS

Section 5.1 Conduct of Business of the Company. During the period from the date of this Agreement until the Effective Time, the Company shall, and shall cause GPRP to, except as expressly contemplated by this Agreement, as required by applicable Law, or with the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned, or delayed), conduct its business in the ordinary course of business consistent with past practice. To the extent consistent therewith, the Company shall use its reasonable best efforts to preserve substantially intact its business organization, to keep available the services of its current officers and employees, to preserve its present relationships with customers, suppliers, distributors, licensors, licensees, and other Persons having business relationships with it. Without limiting the generality of the foregoing, between the date of this Agreement and the Effective Time, except as otherwise expressly contemplated by this Agreement, as set forth on Schedule 5.1 or as required by applicable Law, the Company shall not, and shall cause GPRP not to, without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned, or delayed):

(a) Other than that certain Second Amendment to Amended and Restated Operating Agreement of Deep Roots medical LLC, dated January 1, 2019, which is pending regulatory approval, amend or propose to amend its Charter Documents, or incorporate or otherwise form any Subsidiary;

(b) (i) split, combine, or reclassify any Membership Units, (ii) repurchase, redeem, or otherwise acquire, or offer to repurchase, redeem, or otherwise acquire, any Membership Units, or (iii) declare, set aside, or pay any dividend or distribution (whether in cash, stock, property, or otherwise) in respect of, or enter into any Contract with respect to the voting of, any shares of its capital stock, other than the payment of tax distributions in accordance with the terms of the Company Operating Agreement;

(c) use any cash or cash equivalents of any nature for any purpose other than payments in the normal and ordinary course;

(d) issue, sell, pledge, dispose of, or encumber any Membership Units;

(e) except as required by applicable Law or by any Company Benefit Plan or Contract in effect as of the date of this Agreement (i) increase the compensation payable or that could become payable by the Company or any of its Subsidiaries to directors, managers, officers, or employees, other than increases in compensation made to employees in the ordinary course of business consistent with past practice, (ii) promote any officers or employees, except in the ordinary course of business in connection with

the Company's periodic review cycle or as the result of the termination or resignation of any officer or employee, or (iii) establish, adopt, enter into, amend, terminate, exercise any discretion under, or take any action to accelerate rights under any Company Benefit Plans or any plan, agreement, program, policy, trust, fund, or other arrangement that would be a Company Benefit Plan if it were in existence as of the date of this Agreement, or make any contribution to any Company Benefit Plan, other than contributions required by Law, the terms of such Company Benefit Plans as in effect on the date hereof, or that are made in the ordinary course of business consistent with past practice;

(f) acquire, by merger, consolidation, acquisition of stock or assets, or otherwise, any business or Person or division thereof, or make any loans, advances, or capital contributions to or investments in any Person;

(g) (i) transfer, license, sell, lease, or otherwise dispose of (whether by way of merger, consolidation, sale of stock or assets, or otherwise) or pledge, encumber, or otherwise subject to any Encumbrances (other than a Permitted Encumbrance), any assets; *provided*, that the foregoing shall not prohibit the Company from (A) selling inventory, (B) transferring, selling, leasing, or disposing of obsolete equipment or assets being replaced, or (C) granting non-exclusive licenses under the Company IP, in each case in the ordinary course of business consistent with past practice, or (ii) adopt or effect a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, or other reorganization;

(h) repurchase, prepay, or incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person, issue or sell any debt securities or options, warrants, calls, or other rights to acquire any debt securities of the Company, guarantee any debt securities of another Person, enter into any "keep well" or other Contract to maintain any financial statement condition of any other Person or enter into any arrangement having the economic effect of any of the foregoing, other than in connection with the financing of ordinary course trade payables consistent with past practice;

(i) enter into or amend or modify in any material respect, or consent to the termination of (other than at its stated expiry date), any Material Contract or any Lease with respect to material Leased Real Estate or any other Contract or Lease that, if in effect as of the date hereof would constitute a Material Contract or Lease with respect to material Leased Real Estate hereunder;

(j) institute, settle, or compromise any Action involving the payment of monetary damages by the Company of any amount exceeding $50,000 in the aggregate, other than (i) any Action brought against Parent or Merger Sub arising out of a breach or alleged breach of this Agreement by Parent or Merger Sub, and (ii) the settlement of claims, liabilities, or obligations reserved against on the Interim Balance Sheet; *provided, that* the Company shall not settle or agree to settle any Action which settlement involves a conduct remedy or injunctive or similar relief or has a restrictive impact on the Company's Business;

(k) make any material change in any method of financial accounting principles or practices, in each case except for any such change required by a change in GAAP or applicable Law;

(l) (i) settle or compromise any material Tax claim, audit, or assessment, (ii) make or change any material Tax election, change any annual Tax accounting period, or adopt or change any method of Tax accounting, (iii) amend any material Tax Returns or file claims for material Tax refunds, or (iv) enter into any closing agreement, surrender in writing any right to claim a Tax refund, offset or other reduction in Tax liability or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to the Company;

(m) enter into any material agreement, agreement in principle, letter of intent, memorandum of understanding, or similar Contract with respect to any joint venture, strategic partnership, or alliance;

(n) take any action to exempt any Person from, or make any acquisition of securities of the Company by any Person not subject to, any state takeover statute or similar statute or regulation that applies to the Company with respect to an Acquisition Proposal or otherwise, except for Parent, Merger Sub, or any of their respective Subsidiaries or Affiliates, or the transactions contemplated by this Agreement;

(o) abandon, allow to lapse, sell, assign, transfer, grant any security interest in otherwise encumber or dispose of any Company IP, or grant any right or license to any Company IP other than pursuant to non-exclusive licenses entered into in the ordinary course of business consistent with past practice;

(p) terminate or modify in any material respect, or fail to exercise renewal rights with respect to, any material insurance policy;

(q) except to the extent expressly permitted by Section 5.4 or Article VIII, take any action that is intended or that would reasonably be expected to, individually or in the aggregate, prevent, materially delay, or materially impede the consummation of the Merger, or the other transactions contemplated by this Agreement; or

(r) agree or commit to do any of the foregoing.

Section 5.2 Conduct of the Business of Parent. During the period from the date of this Agreement until the Effective Time, Parent shall, and shall cause each of its Subsidiaries, except as expressly contemplated by this Agreement, as required by applicable Law, or with the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed), to conduct its business in the ordinary course of business consistent with past practice.

Section 5.3 Access to Information; Confidentiality.

(i) From the date of this Agreement until the earlier to occur of the Effective Time or the termination of this Agreement in accordance with the terms

set forth in Article VIII, the Company shall afford to Parent and Parent's Representatives reasonable access, at reasonable times and in a manner as shall not unreasonably interfere with the business or operations of the Company, to the officers, employees, accountants, agents, properties, offices, and other facilities and to all books, records, contracts, and other assets of the Company, and the Company shall furnish promptly to Parent such other information concerning the business and properties of the Company as Parent may reasonably request from time to time. The Company shall not be required to provide access to or disclose information where such access or disclosure would jeopardize the protection of attorney-client privilege or contravene any Law (it being agreed that the parties shall use their reasonable best efforts to cause such information to be provided in a manner that would not result in such jeopardy or contravention). No investigation shall affect the Company's representations, warranties, covenants, or agreements contained herein, or limit or otherwise affect the remedies available to Parent or Merger Sub pursuant to this Agreement.

(ii) Parent and the Company shall comply with, and shall cause their respective Representatives to comply with, all of their respective obligations under the Confidentiality Agreement, dated February 1, 2019, between Parent and the Company (the "*Confidentiality Agreement*"), which shall survive the termination of this Agreement in accordance with the terms set forth therein.

Section 5.4 No Solicitation.

(a) The Company shall not, and shall not authorize or permit any of its Affiliates or any of its or their directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, or other agents or advisors (with respect to any Person, the foregoing Persons are referred to herein as such Person's "*Representatives*") to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. The Company shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "*Acquisition Proposal*" shall mean any inquiry, proposal or offer from any Person (other than Parent or any of its Affiliates) concerning (i) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving the Company; (ii) the issuance or acquisition of shares of capital stock or other equity securities of the Company; or (iii) the sale, lease, exchange or other disposition of any significant portion of the Company's properties or assets.

(b) In addition to the other obligations under this Section 5.4, the Company shall promptly (and in any event within three Business Days after receipt thereof by the Company or its Representatives) advise Parent orally and in writing of any Acquisition

Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

(c) The Company agrees that the rights and remedies for noncompliance with this Section 5.4 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Parent and that money damages would not provide an adequate remedy to Parent.

Section 5.5 Company Member Approval.

(a) Promptly following, but in no event later than seventy-two (72) hours after the execution and delivery of this Agreement, the Company shall obtain and deliver to Parent (i) the Member Approval, which Member Approval shall specifically include a provision providing that each such Person executing the Member Approval agrees to execute a Joinder and be bound by all the terms and provisions of this Agreement and agrees that each such Person shall be considered a Company Indemnitor, and (ii) Joinders to this Agreement executed by all Members of the Company.

(b) To the extent required by the Nevada LLC Statutes or the Charter Documents of the Company, promptly following, but in no event later than five (5) Business Days after, receipt of the Member Approval, the Company shall prepare and mail a notice (the "*Member Notice*") to every Member that did not execute the Member Approval. The Member Notice shall provide the Member to whom it is sent with notice of the actions taken in the Member Approval, including the approval of the adoption of this Agreement and the transactions contemplated thereby, including the Merger. All materials submitted to the Members in accordance with this Section 5.5(b) shall be subject to Parent's advance review and reasonable approval within three (3) Business Days of receipt of such materials and if the Company has not received any comments or response from Parent within such time, the materials shall be deemed approved.

Section 5.6 Notices of Certain Events; Member Litigation.

(a) *Notices of Certain Events*. The Company shall notify Parent and Merger Sub, and Parent and Merger Sub shall notify the Company, promptly of: (i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (ii) any notice or other communication from any Governmental Entity in connection with the transactions contemplated by this Agreement; and (iii) any event, change, or effect between the date of this Agreement and the Effective Time which causes or is reasonably likely to cause the failure of the conditions set forth in Section 7.2(a), Section 7.2(b), or Section 7.2(c) of this Agreement (in the case of the Company and its Subsidiaries) or Section 7.3(a), Section 7.3(b), or Section 7.3(c) of this Agreement (in the case of Parent and Merger Sub), to be satisfied.

(b) *Company Member Litigation*. The Company shall promptly advise Parent in writing after becoming aware of any Action commenced, or to the Company's Knowledge threatened, after the date hereof against the Company or any of its directors by any Member (on their own behalf or on behalf of the Company) relating to this Agreement or the transactions contemplated hereby (including the Merger) and shall keep Parent reasonably informed regarding any such Action. The Company shall give Parent the opportunity to consult with the Company regarding the defense or settlement of any such Member litigation and shall consider Parent's views with respect to such Member litigation and shall not settle any such Member litigation without the prior written consent of Parent (which consent shall not be unreasonably withheld, delayed, or conditioned).

Section 5.7 Resignations and Termination of Employment Agreements. The Company shall deliver to Parent written resignations, effective as of the Effective Time, of the officers and managers of the Company and GPRP as requested by Parent at or prior to the Closing. Effective as of the Closing Date, the Company shall have terminated all written employment agreements, other than "at-will" agreements or similar offer letters, between the Company and any of its employees, provided that, for the avoidance of doubt, the Company shall not terminate its employment relationships with any employees whose employment agreements have been terminated and such employees shall continue to be employed as at-will employees, and shall have no rights to continued employment for any specified period of time unless and to the extent that the Company, pursuant to the terms of this Agreement, enters into new employment agreements that provide otherwise. Any Company obligations that arise as a result of the termination of such employment agreements including, but not limited to, the payment of wages, vacation pay, bonuses, and/or severance (collectively, "*Severance Obligations*") shall be the sole responsibility of the Company and shall be satisfied in full by the Company prior to the Closing. If any Severance Obligations remain due and payable as of the Effective Time, and provided that such amounts are not paid as Company Transaction Expenses, then the dollar amount thereof shall be included as a liability in the calculation of Net Working Capital.

Section 5.8 Directors' and Officers' Insurance. Prior to the Closing, the Company shall obtain "tail" insurance policies with a claims period of at least three (3) years from the Effective Time with at least the same coverage and amount and containing terms and conditions that are not less advantageous to the directors, managers and officers of the Company as the Company's existing policies with respect to claims arising out of or relating to events which occurred before or at the Effective Time (including in connection with the transactions contemplated by this Agreement) (the "*D&O Tail Policy*"). The cost of the D&O Tail Policy shall be paid by the Company and such costs, to the extent not paid prior to the Closing, shall be included in the determination of Transaction Expenses. During the term of the D&O Tail Policy, Parent shall not (and shall cause the Surviving Company not to) take any action following the Closing to cause the D&O Tail Policy to be canceled or any provision therein to be amended or waived; *provided*, that, except as set forth above, neither Parent, the Surviving Company nor any Affiliate thereof shall be obligated to pay any premiums or other amounts in respect of such D&O Tail Policy.

Section 5.9 Reasonable Best Efforts.

(a) Upon the terms and subject to the conditions set forth in this Agreement (including those contained in this Section 5.9), each of the parties hereto shall, and shall cause its Subsidiaries to, use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper, or advisable to consummate and make effective, and to satisfy all conditions to, in the most expeditious manner practicable, the transactions contemplated by this Agreement, including: (i) the obtaining of all necessary Permits, waivers, and actions or nonactions from Governmental Entities and the making of all necessary registrations and filings (including filings with Governmental Entities) and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Entities; (ii) the obtaining of all necessary consents or waivers from third parties; and (iii) the execution and delivery of any additional instruments necessary to consummate the Merger and to fully carry out the purposes of this Agreement. The Company and Parent shall, subject to applicable Law, promptly: (A) cooperate and coordinate with the other in the taking of the actions contemplated by clauses (i), (ii), and (iii) immediately above; and (B) supply the other with any information that may be reasonably required in order to effectuate the taking of such actions. Each party hereto shall promptly inform the other party or parties hereto, as the case may be, of any communication from any Governmental Entity regarding any of the transactions contemplated by this Agreement. If the Company, on the one hand, or Parent or Merger Sub, on the other hand, receives a request for information or documentary material from any Governmental Entity with respect to the transactions contemplated by this Agreement, then it shall use reasonable best efforts to make, or cause to be made, as soon as reasonably practicable and after consultation with the other party, an appropriate response in compliance with such request, and, if permitted by applicable Law and by any applicable Governmental Entity, provide the other party's counsel with advance notice and the opportunity to attend and participate in any meeting with any Governmental Entity in respect of any filing made thereto in connection with the transactions contemplated by this Agreement. Neither Parent nor the Company shall commit to or agree (or permit any of their respective Subsidiaries to commit to or agree) with any Governmental Entity to stay, toll, or extend any applicable waiting period under the HSR Act or other applicable Antitrust Laws, without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned, or delayed).

(b) Without limiting the generality of the undertakings pursuant to Section 5.9(a) hereof, the parties hereto shall: (i) provide or cause to be provided as promptly as reasonably practicable to Governmental Entities with jurisdiction over the Antitrust Laws (each such Governmental Entity, a "*Governmental Antitrust Authority*") information and documents requested by any Governmental Antitrust Authority as necessary, proper, or advisable to permit consummation of the transactions contemplated by this Agreement, including preparing and filing any notification and report form and related material required under the HSR Act and any additional consents and filings under any other Antitrust Laws as promptly as practicable following the date of this Agreement (*provided, that* in the case of the filing under the HSR Act, such filing shall be made within 10 Business Days of the date of this Agreement) and thereafter to respond as

promptly as practicable to any request for additional information or documentary material that may be made under the HSR Act or any other applicable Antitrust Laws; and (ii) subject to the terms set forth in (c) hereof, use their reasonable best efforts to take such actions as are necessary or advisable to obtain prompt approval of the consummation of the transactions contemplated by this Agreement by any Governmental Entity or expiration of applicable waiting periods.

(c) In the event that any administrative or judicial action or proceeding is instituted (or threatened to be instituted) by a Governmental Entity or private party challenging the Merger or any other transaction contemplated by this Agreement, or any other agreement contemplated hereby, the Company shall cooperate in all respects with Parent and Merger Sub and shall use its reasonable best efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed, or overturned any Order, whether temporary, preliminary, or permanent, that is in effect and that prohibits, prevents, or restricts consummation of the transactions contemplated by this Agreement. Notwithstanding anything in this Agreement to the contrary, none of Parent, Merger Sub, or any of their respective Affiliates shall be required to defend, contest, or resist any action or proceeding, whether judicial or administrative, or to take any action to have vacated, lifted, reversed, or overturned any Order, in connection with the transactions contemplated by this Agreement.

(d) Notwithstanding anything to the contrary set forth in this Agreement, none of Parent, Merger Sub, or any of their respective Subsidiaries shall be required to, and the Company may not, without the prior written consent of Parent, become subject to, consent to, or offer or agree to, or otherwise take any action with respect to, any requirement, condition, limitation, understanding, agreement, or Order to: (i) sell, license, assign, transfer, divest, hold separate, or otherwise dispose of any assets, business, or portion of business of the Company, the Surviving Company, Parent, Merger Sub, or any of their respective Subsidiaries; (ii) conduct, restrict, operate, invest, or otherwise change the assets, business, or portion of business of the Company, the Surviving Company, Parent, Merger Sub, or any of their respective Subsidiaries in any manner; or (iii) impose any restriction, requirement, or limitation on the operation of the business or portion of the business of the Company, the Surviving Company, Parent, Merger Sub, or any of their respective Subsidiaries; *provided, that* if requested by Parent, the Company will become subject to, consent to, or offer or agree to, or otherwise take any action with respect to, any such requirement, condition, limitation, understanding, agreement, or Order so long as such requirement, condition, limitation, understanding, agreement, or Order is only binding on the Company in the event the Closing occurs.

Section 5.10 Public Announcements. The initial press release with respect to this Agreement and the transactions contemplated hereby, to be released immediately following execution of this Agreement, shall be a release mutually agreed to by the Company and Parent. Thereafter, each of the Company, Parent, and Merger Sub agrees that no public release or announcement concerning the transactions contemplated hereby shall be issued by any party without the prior written consent of the Company and Parent (which consent shall not be unreasonably withheld, conditioned, or delayed), except as may be required by applicable Law or the rules or regulations of any applicable Canadian or United States securities exchange or other

Governmental Entity to which the relevant party is subject or submits, in which case the party required to make the release or announcement shall use its reasonable best efforts to allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

Section 5.11 Anti-Takeover Statutes. If any "control share acquisition," "fair price," "moratorium," or other anti-takeover Law becomes or is deemed to be applicable to Parent, Merger Sub, the Company, the Merger, or any other transaction contemplated by this Agreement, then each of the Company and the Company Board on the one hand, and Parent and the Parent Manager on the other hand, shall grant such approvals and take such actions as are necessary so that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to render such anti-takeover Law inapplicable to the foregoing.

Section 5.12 Obligations of Merger Sub. Parent will take all action necessary to cause Merger Sub to perform its obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement.

Section 5.13 Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of the Company or Merger Sub, any deeds, bills of sale, assignments, or assurances and to take and do, in the name and on behalf of the Company or Merger Sub, any other actions and things to vest, perfect, or confirm of record or otherwise in the Surviving Company any and all right, title, and interest in, to and under any of the rights, properties, or assets of the Company acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger.

ARTICLE VI
TAX MATTERS

Section 6.1 Tax Covenants.

(a) Without the prior written consent of Parent, prior to the Closing, the Company, its Representatives and the Members shall not make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of Parent or the Surviving Company or any of its Subsidiaries in respect of any Post-Closing Tax Period. The Company agrees that Parent is to have no liability for any Tax resulting from any such action of the Company, its Representatives or the Members. The Company Indemnitors shall, jointly and severally, indemnify and hold harmless Parent against any such Tax or reduction of any Tax asset.

(b) All excise, sales, use, registration, stamp, recording, documentary, conveyancing, franchise, property, transfer, value added and similar Taxes, levies, charges and fees (collectively, "*Transfer Taxes*") arising from the transactions contemplated by this Agreement shall be paid fifty percent (50%) from the Company

Indemnitors and fifty percent (50%) by Parent. The party required by Law to file Tax Returns with respect to such Transfer Taxes shall do so in the time and manner prescribed by Law. The applicable party shall provide the other with evidence reasonably satisfactory to such other party that such Transfer Taxes have been paid, or if the transactions are exempt from Transfer Taxes upon the filing of an appropriate certificate or other evidence of exemption.

Section 6.2 Termination of Existing Tax Sharing Agreements. Any and all existing Tax sharing agreements (whether written or not) binding upon the Company or any of its Subsidiaries shall be terminated as of the Closing Date. After such date, neither the Company nor any of its Subsidiaries shall have no further rights or liabilities thereunder.

Section 6.3 Tax Indemnification. The Company Indemnitors shall, jointly and severally, indemnify the Company, Parent, and each Parent Indemnitee and hold them harmless from and against (a) any Loss attributable to any breach of or inaccuracy in any representation or warranty made in Section 3.7; (b) any Loss attributable to any breach or violation of, or failure to fully perform, any covenant, agreement, undertaking or obligation in this Article VI; (c) all Taxes of the Company and its Subsidiaries or relating to the business of the Company and its Subsidiaries for all Pre-Closing Tax Periods, except to the extent such Taxes were taken into account in calculating the Net Working Capital; (d) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Company or any of Subsidiaries (or any predecessor thereto) is or was a member on or prior to the Closing Date by reason of a liability under Treasury Regulation Section 1.1502-6 or any comparable provisions of foreign, state or local Law; and (e) any and all Taxes of any Person imposed on the Company or any of Subsidiaries arising under the principles of transferee or successor liability or by contract, relating to an event or transaction occurring before the Closing Date. In each of the above cases, together with any out-of-pocket fees and expenses (including attorneys' and accountants' fees) incurred in connection therewith, the Company Indemnitors shall, jointly and severally, reimburse Parent for any Taxes of the Company and its Subsidiaries that are the responsibility of the Company Indemnitors pursuant to this Section 6.3 within five (5) Business Days prior to the date payment of such Taxes by Parent, the Company or any of their Subsidiaries or Affiliates are required to be paid.

Section 6.4 Tax Returns.

(a) The Company shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns required to be filed by it or any of its Subsidiaries that are due on or before the Closing Date (taking into account any extensions), and shall timely pay all Taxes that are due and payable on or before the Closing Date (taking into account any extensions). Any such Tax Return shall be prepared in a manner consistent with past practice (unless otherwise required by Law) , including adequate disclosure of the application of Section 280E of the Code). The Company shall provide Parent a copy of such Tax Returns for its review within a reasonable period of time prior to the date for filing.

(b) The Member Representative shall prepare or cause to be prepared, at the Company Indemnitor's expense, all Income Tax Returns of the Company and any of its

Subsidiaries for all taxable periods ending on or prior to the Closing Date that are first due after the Closing Date ("*Pre-Closing Income Tax Return*") in a manner consistent with the past practice, except as otherwise required by applicable Law, including adequate disclosure of the application of Section 280E of the Code. To the extent permitted by applicable Law, the Company shall treat the Closing Date as the last day of the taxable period. The Company (i) has made or shall make an election under Section 754 of the Code and Treasury Regulations 1.754-1(b) effective for the taxable year during which the Closing occurs and, (ii) if eligible, shall make an election under Section 6221(b) of the Code for taxable years beginning on or after January 1, 2018. The Member Representative shall deliver to Parent for its review and approval each such Pre-Closing Income Tax Return at least thirty (30) days in advance of the due date for filing such Tax Returns (after giving effect to extensions) to provide Parent with a meaningful opportunity to analyze and reasonably comment on such Tax Returns; *provided, however*, if the Member Representative fails to provide any such Pre-Closing Income Tax Return to Parent in advance of such thirty (30) day period, Parent upon prior written notice to Member Representative of such failure, and Member Representative's failure to deliver such Pre-Closing Income Tax Return within five (5) Business Days of such notice, may prepare and file such Pre-Closing Income Tax Return, at the Company Indemnitors' expense, which expense shall be reasonable and consistent with the cost of preparing such Tax Returns in prior periods, in a manner consistent with the past practice of the Company, except as otherwise required by applicable Law; *provided further, that,* without limiting the foregoing, Parent shall use its commercially reasonable efforts to deliver any such Pre-Closing Income Tax Return to the Member Representative for its review and comment as soon as reasonably practicable prior to filing such Pre-Closing Income Tax Return. The Parties shall consider any comments provided by the other Party in good faith. If the Member Representative and Parent are unable to resolve any dispute regarding a Pre-Closing Income Tax Return fifteen (15) days after the Member Representative submits such Pre-Closing Income Tax Return to Parent, the dispute shall be resolved by the Independent Accountant in the same manner as disputes are intended to be resolved pursuant to Section 2.8(d); *provided, however*, if the due date (including extensions) of any such Pre-Closing Income Tax Return is prior to the date that such dispute is resolved, the Parent shall file such Pre-Closing Income Tax Return as prepared by the Member Representative, provided such Tax Return is prepared in accordance with applicable Law (otherwise such Tax Return shall be filed as prepared by Parent) and shall then file an amendment to such Pre-Closing Tax Income Return reflecting any changes by the Independent Accountant. The Company Indemnitors shall pay to Parent an amount equal to all Income Taxes due with any Pre-Closing Income Tax Return as finally prepared and filed pursuant to this Section 6.4(b) that are required to be reimbursed to Parent by the Company Indemnitors pursuant to Section 6.4 no later than ten (10) days before the date on which Parent or the Company are required to pay such Taxes.

(c) Parent shall prepare or cause to be prepared and timely file or cause to be timely filed all Tax Returns of the Company and its Subsidiaries for any Straddle Period and all Tax Returns (other than Income Tax Returns) of the Company and its Subsidiaries for all taxable periods ending on or prior to the Closing Date that are first due after the Closing Date in a manner consistent with the past practice of the Company and its Subsidiaries, except as otherwise required by applicable Law, including adequate

disclosure of Section 280G of the Code. Parent shall deliver or cause to be delivered to the Member Representative for the Member Representative's review and approval each such Tax Return that is an Income Tax Return for a Straddle Period at least thirty (30) days before the due date for filing such Tax Returns (after giving effect to extensions) (or if such Tax Return is required to be filed within thirty (30) days after the Closing Date, as soon as practicable after the preparation but prior to the filing thereof) to provide the Member Representative with a meaningful opportunity to analyze and comment on such Tax Returns before filing, which approval shall not be unreasonably withheld, conditioned or delayed. Parent shall consider any comments provided by the Member Representative in good faith. If the Member Representative and Parent are unable to resolve any dispute regarding any such Tax Return delivered by Parent to the Member Representative for review pursuant to this Section 6.4(c) within fifteen (15) days after Parent submits such Tax Return to Member Representative, the dispute shall be resolved by the Independent Accountant in the same manner as disputes are intended to be resolved pursuant to Section 2.8(d); *provided*, *however*, if the due date (including extensions) of any such Tax Return is prior to the date that such dispute is resolved, Parent shall be entitled to file such Tax Return as prepared by Parent and shall then file an amendment to such Tax Return reflecting any changes by the Independent Accountant following the resolution of the dispute. The Company Indemnitors shall pay to Parent an amount equal to all Taxes attributable to a Pre-Closing Tax Period due with any Tax Return as finally prepared pursuant to this Section 6.4(c) that are required to be reimbursed to Parent by the Company Indemnitors pursuant to Section 6.4 no later than ten (10) days before the date on which Parent, the Company or any of its Subsidiaries are required to pay such Taxes.

(d) The costs, fees and expenses of the Independent Accountant incurred pursuant to Section 6.4(b) or Section 6.4(c) shall be borne equally by Parent and the Company Indemnitors. The preparation and filing of any Tax Return of the Company and its Subsidiaries that do not relate to a Pre-Closing Tax Period or Straddle Period shall be exclusively within the control of Parent.

Section 6.5 Straddle Period. In the case of any Straddle Period, the amount of any Taxes based on or measured by income, gain, profits, receipts, employment, social security, payroll, sales, use, or other transaction-based Taxes of the Company for the portion of the Straddle Period ending on the Closing Date shall be determined based on a closing of the books as of the end of the Closing Date, and the amount of other Taxes of the Company for a Straddle Period that relates to the portion of the Straddle Period ending on the Closing Date shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the Straddle Period up to and including the Closing Date and the denominator of which is the total number of days in such Straddle Period and the balance of such Taxes shall be attributable to the portion of the Straddle Period beginning after the Closing Date; *provided*, *however*, that any such Taxes attributable to any property that was owned by the Company during the Pre-Closing Tax Period, but is not owned by the Company as of the Effective Time shall be allocated entirely to the Pre-Closing Tax Period, and any such Taxes attributable to any property that was owned by the Company during the Post-Closing Tax Period, but is not owned by the Company as of the Effective Time shall be allocated entirely to the Post-Closing Tax Period.

Section 6.6 Contests. Parent agrees to give written notice to the Member Representative of the receipt of any written notice by the Company, its Subsidiaries, Parent or any of Parent's Affiliates which involves the assertion of any claim, or the commencement of any Action, in respect of which an indemnity may be sought by Parent pursuant to this Article VI (a "*Tax Claim*"); *provided*, that failure to comply with this provision shall not affect Parent's right to indemnification hereunder, except to the extent that the Company Indemnitors are materially prejudiced thereby. Parent shall control the contest or resolution of any Tax Claim; *provided, however*, that Parent shall obtain the prior written consent of the Member Representative (which consent shall not be unreasonably withheld or delayed) before entering into any settlement of a claim or ceasing to defend such claim; and, *provided further*, that the Member Representative shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne solely by the Member Representative. In the event the Company is subject to a final partnership adjustment for a Pre-Closing Tax Period beginning after 2017, such adjustment shall, in the case of a partnership that ceases to exist, be taken into account by the former partners pursuant to Section 6241(7) of the Code, or, in the case of a partnership that does not cease to exist, such partnership shall make or cause to be made an election under Section 6226 of the Code with respect to such adjustment.

Section 6.7 Cooperation and Exchange of Information. The Member Representative, the Company and Parent shall provide each other with such cooperation and information as either of them reasonably may request of the others in filing any Tax Return pursuant to this Article VI or in connection with any audit or other proceeding in respect of Taxes of the Company or any of its Subsidiaries. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Each of the Member Representative, the Company and Parent shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Company for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by any of the other parties in writing of such extensions for the respective Tax periods. Prior to transferring, destroying or discarding any Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Company for any taxable period beginning before the Closing Date, the Member Representative, the Company or Parent (as the case may be) shall provide the other parties with reasonable written notice and offer the other parties the opportunity to take custody of such materials.

Section 6.8 Tax Treatment of Indemnification Payments. Any indemnification payments pursuant to this Article VI shall be treated as an adjustment to the Merger Consideration by the parties for Tax purposes, unless otherwise required by Law.

Section 6.9 Payments to Parent. Any amounts payable to Parent pursuant to this Article VI shall be satisfied from the Company Indemnitors, jointly and severally.

Section 6.10 Withholding Exemption Certificate. On the Closing Date, each Member shall deliver to Parent a duly executed certificate completed in accordance with Section 1446(f)

of the Code and Section 6.01 of IRS Notice 2018-29 and, in form and substance reasonably acceptable to Parent, that satisfies the requirements of Section 1.1445-2(b)(2) of the Treasury Regulations (as modified to take into account Section 1446(f) of the Code), certifying that such Member is not a foreign person (the "Withholding Exemption Certificates").

Section 6.11 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 3.7 and this Article VI shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus sixty (60) days.

Section 6.12 Overlap. To the extent that any obligation or responsibility pursuant to Article IX may overlap with an obligation or responsibility pursuant to this Article VI, the provisions of this Article VI shall govern.

ARTICLE VII
CONDITIONS

Section 7.1 Conditions to Each Party's Obligations. The respective obligations of each party to this Agreement to effect the Merger is subject to the satisfaction or waiver (where permissible pursuant to applicable Law) on or prior to the Closing Date of each of the following conditions:

(a) *Company Member Approval*. This Agreement will have been duly adopted as evidenced by the Member Approval.

(b) *No Injunctions, Restraints, or Illegality*. No Governmental Entity having jurisdiction over any party hereto shall have enacted, issued, promulgated, enforced, or entered any Laws or Orders, whether temporary, preliminary, or permanent, that make illegal, enjoin, or otherwise prohibit consummation of the Merger, the Common Units Issuance, or the other transactions contemplated by this Agreement.

(c) *Regulatory Approvals*. The waiting period applicable to the consummation of the Merger under the HSR Act (or any extension thereof) shall have expired or been terminated and all required filings shall have been made and all required approvals obtained (or waiting periods expired or terminated) under applicable Antitrust Laws.

(d) *Governmental Consents*. All consents, approvals and other authorizations of any Governmental Entity set forth in Section 7.1(d) of the Company Disclosure Schedules and Section 7.1(d) of the Parent Disclosure Schedules and required to consummate the Merger, the Common Units Issuance, and the other transactions contemplated by this Agreement (other than the filing of the Articles of Merger with the Secretary of State of the State of Nevada) shall have been obtained, free of any condition that would reasonably be expected to have a Company Material Adverse Effect or Parent Material Adverse Effect.

Section 7.2 Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger are also subject to the satisfaction or waiver (where

permissible pursuant to applicable Law) by Parent and Merger Sub on or prior to the Closing Date of the following conditions:

(a) *Representations and Warranties*. (i) The representations and warranties of the Company (other than in Section 3.1(a), Section 3.2, Section 3.3(a), Section 3.3(b), Section 3.3(d), and Section 3.6(a)) set forth in Article III of this Agreement shall be true and correct in all respects (without giving effect to any limitation indicated by the words "Company Material Adverse Effect," "in all material respects," "in any material respect," "material," or "materially") when made and as of immediately prior to the Effective Time, as if made at and as of such time (except those representations and warranties that address matters only as of a particular date, which shall be true and correct in all respects as of that date), except where the failure of such representations and warranties to be so true and correct would not have a Company Material Adverse Effect; (ii) the representations and warranties of the Company contained in Section 3.2 shall be true and correct (other than *de minimis* inaccuracies) when made and as of immediately prior to the Effective Time, as if made at and as of such time (except those representations and warranties that address matters only as of a particular date, which shall be true and correct in all material respects as of that date); and (iii) the representations and warranties contained in Section 3.1(a), Section 3.3(a), Section 3.3(b), Section 3.3(d) and Section 3.6(a) shall be true and correct in all respects when made and as of immediately prior to the Effective Time, as if made at and as of such time (except those representations and warranties that address matters only as of a particular date, which shall be true and correct in all respects as of that date).

(b) *Performance of Covenants*. The Company shall have performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, in this Agreement required to be performed by or complied with by it at or prior to the Closing.

(c) *Company Material Adverse Effect*. Since the date of this Agreement, there shall not have been any Company Material Adverse Effect or any event, change, or effect that would, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(d) *Officers Certificate*. Parent will have received a certificate, signed by the chief executive officer or chief financial officer of the Company, certifying as to the matters set forth in (a), (b), and (c) hereof.

(e) *Required Consents Obtained*. At the Closing, the Company and the Member Representative shall have obtained and delivered to Parent copies of all Consents set forth in Section 7.2(e) of the Parent Disclosure Schedules to the extent not included in Section 7.1(d) of the Company Disclosure Schedules or Section 7.1(d) of the Parent Disclosure Schedules, which schedule shall include all Other Governmental Approvals (collectively, the "*Required Consents*"), and no such Required Consents shall have been withdrawn, suspended or conditioned.

(f) *Due Diligence*. Parent shall be satisfied, in its sole and absolute discretion, with the results of its due diligence investigation pertaining to the matters set forth on Section 7.2(f) of the Parent Disclosure Schedules.

(g) *Accredited Investors*. Parent shall be provided evidence reasonably satisfactory to it that there are no more than thirty-five (35) Pre-Closing Members that are not Accredited Investors.

(h) *Closing Deliverables*. The Company shall have delivered the items described in Section 2.4(a).

(i) *GPRP Purchase Agreement*. The transactions contemplated by the GPRP Purchase Agreement shall be in a position to close immediately prior to the transactions contemplated by this Agreement.

(j) *DRN Holdings*. The transactions contemplated by the Mesquite PSA and Wendover Assignment shall be in a position to close concurrently with the transactions contemplated by this Agreement.

Section 7.3 Conditions to Obligation of the Company. The obligation of the Company to effect the Merger is also subject to the satisfaction or waiver by the Company on or prior to the Closing Date of the following conditions:

(a) *Representations and Warranties*. (i) The representations and warranties of Parent and Merger Sub (other than in Section 4.1(a), Section 4.3(a), Section 4.3(b), Section 4.3(d) set forth in Article IV of this Agreement shall be true and correct in all respects (without giving effect to any limitation indicated by the words "Parent Material Adverse Effect," "in all material respects," "in any material respect," "material," or "materially") when made and as of immediately prior to the Effective Time, as if made at and as of such time (except those representations and warranties that address matters only as of a particular date, which shall be true and correct in all respects as of that date), except where the failure of such representations and warranties to be so true and correct would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect; (ii) the representations and warranties contained in Section 4.1(a), Section 4.3(a), Section 4.3(b), and Section 4.3(d), shall be true and correct in all respects when made and as of immediately prior to the Effective Time, as if made at and as of such time (except those representations and warranties that address matters only as of a particular date, which shall be true and correct in all respects as of that date).

(b) *Performance of Covenants*. Parent and Merger Sub shall have performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, of this Agreement required to be performed by or complied with by them at or prior to the Closing.

(c) *Parent Material Adverse Effect*. Since the date of this Agreement, there shall not have been any Parent Material Adverse Effect or any event, change, or effect that would, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(d) *Officers Certificate*. The Company will have received a certificate, signed by an officer of Parent, certifying as to the matters set forth in (a), (b), and (c).

(e) *Closing Deliverables*. Parent shall have delivered the items described in Section 2.4(b).

(f) *DRN Holdings*. The transactions contemplated by the Mesquite PSA and Wendover Assignment shall be in a position to close concurrently with the transactions contemplated by this Agreement.

ARTICLE VIII
TERMINATION, AMENDMENT, AND WAIVER

Section 8.1 Termination By Mutual Consent. This Agreement may be terminated at any time prior to the Effective Time by the mutual written consent of Parent and the Company.

Section 8.2 Termination By Either Parent or the Company. This Agreement may be terminated by either Parent or the Company at any time prior to the Effective Time:

(a) if the Merger has not been consummated on or before the six-month anniversary of the date hereof (the "*End Date*"); *provided, however,* that the right to terminate this Agreement pursuant to this Section 8.2(a) shall not be available to any party whose breach of any representation, warranty, covenant, or agreement set forth in this Agreement has been the primary cause of, or resulted in, the failure of the Merger to be consummated on or before the End Date; or

(b) if any Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced, or entered any Law or Order making illegal, permanently enjoining, or otherwise permanently prohibiting the consummation of the Merger, the Common Units Issuance, or the other transactions contemplated by this Agreement, and such Law or Order shall have become final and nonappealable; *provided, however,* that the right to terminate this Agreement pursuant to this Section 8.2(b) shall not be available to any party whose breach of any representation, warranty, covenant, or agreement set forth in this Agreement has been the primary cause of, or resulted in, the issuance, promulgation, enforcement, or entry of any such Law or Order.

Section 8.3 Termination by Parent. This Agreement may be terminated by Parent at any time prior to the Effective Time if:

(a) there shall have been a breach of any representation, warranty, covenant, or agreement on the part of the Company set forth in this Agreement such that the conditions to the Closing set forth in Section 7.2(a) or Section 7.2(b), as applicable, would not be satisfied and, in either such case, such breach is incapable of being cured by the End Date; *provided, that* Parent shall have given the Company at least thirty (30) days written notice prior to such termination stating Parent's intention to terminate this Agreement pursuant to this Section 8.3(a); *provided further,* that Parent shall not have the right to terminate this Agreement pursuant to this Section 8.3(a) if Parent or Merger Sub

is then in material breach of any representation, warranty, covenant, or obligation hereunder, which breach has not been cured;

(b) the Member Approval and Joinders are not delivered by the Company to Parent within seventy-two (72) hours after the date hereof; or

(c) if, at any time after the date hereof, Parent determines that the condition set forth in Section 7.2(f) will not be satisfied.

Section 8.4 Termination by the Company. This Agreement may be terminated by the Company at any time prior to the Effective Time if there shall have been a breach of any representation, warranty, covenant, or agreement on the part of Parent or Merger Sub set forth in this Agreement such that the conditions to the Closing set forth in Section 7.3(a) or Section 7.3(b), as applicable, would not be satisfied and, in either such case, such breach is incapable of being cured by the End Date; *provided*, that the Company shall have given Parent at least thirty (30) days written notice prior to such termination stating the Company's intention to terminate this Agreement pursuant to this Section 8.4; *provided further*, that the Company shall not have the right to terminate this Agreement pursuant to this Section 8.4 if the Company is then in material breach of any representation, warranty, covenant, or obligation hereunder, which breach has not been cured.

Section 8.5 Notice of Termination; Effect of Termination. The party desiring to terminate this Agreement pursuant to this Article VIII (other than pursuant to Section 8.1) shall deliver written notice of such termination to each other party hereto specifying with particularity the reason for such termination, and any such termination in accordance with this Section 8.5 shall be effective immediately upon delivery of such written notice to the other party. If this Agreement is terminated pursuant to this Article VIII, it will become void and of no further force and effect, with no liability on the part of any party to this Agreement (or any member, manager, director, officer, employee, agent, or Representative of such party) to any other party hereto, except: (a) with respect to Section 5.3(ii), this Section 8.5, Article IX (and any related definitions contained in any such Sections or Article), and Article X which shall remain in full force and effect; and (b) with respect to any liabilities or damages incurred or suffered by a party, to the extent such liabilities or damages were the result of fraud or the material breach by another party of any of its representations, warranties, covenants, or other agreements set forth in this Agreement.

Section 8.6 Amendment. At any time prior to the Effective Time, this Agreement may, subject to any requirements under the Nevada LLC Statutes, be amended or supplemented in any and all respects, by written agreement signed by each of the parties hereto.

Section 8.7 Extension; Waiver. At any time prior to the Effective Time, Parent or Merger Sub, on the one hand, or the Company, on the other hand, may: (a) extend the time for the performance of any of the obligations of the other party(ies); (b) waive any inaccuracies in the representations and warranties of the other party(ies) contained in this Agreement or in any document delivered under this Agreement; or (c) unless prohibited by applicable Law, waive compliance with any of the covenants, agreements, or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver will be valid only if set forth in

an instrument in writing signed by such party. The failure of any party to assert any of its rights under this Agreement or otherwise will not constitute a waiver of such rights.

ARTICLE IX
INDEMNIFICATION

Section 9.1 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein (other than any representations or warranties contained in Section 3.7, which are subject to Article VI), and any claims based thereon, shall survive the Closing and shall remain in full force and effect until the date that is eighteen (18) months from the Closing Date; *provided*, that the representations and warranties in (a) Section 3.1, Section 3.2, Section 3.3(a), Section 3.14, Section 4.1, Section 4.2(a), Section 4.3(a) and Section 4.8 shall survive indefinitely, (b) Section 3.18 shall survive for a period of six (6) years after the Closing, and (c) subsections (c), (d) and (e) of Section 3.16 shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus sixty (60) days. All covenants and agreements of the parties contained herein (other than any covenants or agreements contained in Article VI which are subject to Article VI) shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the Indemnified Party to the Indemnifying Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 9.2 Indemnification by Members. Subject to the other terms and conditions of this Article IX, the Company Indemnitors, jointly and severally, shall indemnify and defend each of Parent and its Affiliates (including, without limitation, Acreage Canada and the Company) and each of their respective Representatives (collectively, the "*Parent Indemnitees*") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Parent Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Company contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Company pursuant to this Agreement (other than in respect of Section 3.7, it being understood that the sole remedy for any such inaccuracy in or breach thereof shall be pursuant to Article VI), as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Company pursuant to this Agreement (other than any breach or violation of, or failure to fully perform, any covenant, agreement, undertaking or obligation in Article VI, it being understood that the sole remedy for any such breach, violation or failure shall be pursuant to Article VI);

(c) any claim by a Member or former Member, or any other Person: (i) seeking to assert ownership or rights to ownership of any Membership Units or other equity securities of the Company or its Subsidiaries (if any), Affiliates or predecessors; (ii) based upon any rights of a Member (other than the right to receive Merger Consideration pursuant to this Agreement); (iii) based upon any rights under the Charter Documents of the Company; (iv) that such Person's Membership Units were wrongfully purchased pursuant to the Merger or that the amount received by such Person was inaccurate, or any disputes whatsoever relating to the calculations and determinations set forth on the Estimated Schedule or the Final Calculations;

(d) any Company Transaction Expenses or Closing Date Indebtedness to the extent not paid or satisfied by the Company at or prior to the Closing, or if paid by Parent or Merger Sub at or prior to the Closing, to the extent not deducted in the determination of Closing Date Cash Consideration; or

(e) any of the matters set forth in Section 9.2(e) of the Parent Disclosure Schedules.

Section 9.3 Indemnification by Parent. Subject to the other terms and conditions of this Article IX, Parent shall indemnify and defend each of the Members and their Affiliates and their respective Representatives (collectively, the "*Member Indemnitees*") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Member Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Parent and Merger Sub contained in this Agreement or in any certificate or instrument delivered by or on behalf of Parent or Merger Sub pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Parent or Merger Sub pursuant to this Agreement (other than Article VI, it being understood that the sole remedy for any such breach thereof shall be pursuant to Article VI).

Section 9.4 Certain Limitations; Source of Payment. The indemnification provided for in Section 9.2 and Section 9.3 shall be subject to the following limitations:

(a) The Company Indemnitors shall not be liable to the Parent Indemnitees for indemnification under Section 9.2(a) until the aggregate amount of all Losses in respect of indemnification under Section 9.2(a) exceeds $500,000.00 (the "*Basket*"), in which event the Company Indemnitors shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which the Members shall be

liable pursuant to Section 9.2(a) and Section 9.2(e) shall not exceed $18,000,000.00 (the "*Cap*").

(b) Parent shall not be liable to the Member Indemnitees for indemnification under Section 9.3(a) until the aggregate amount of all Losses in respect of indemnification under Section 9.3(a) exceeds the Basket, in which event Parent shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which Parent shall be liable pursuant to Section 9.3(a) shall not exceed the Cap.

(c) Notwithstanding the foregoing, the limitations set forth in Section 9.4(a) and Section 9.4(b) shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any representation or warranty in Section 3.1, Section 3.2, Section 3.3(a), Section 3.14, Section 4.1, Section 4.2(a), Section 4.3(a) and Section 4.8.

(d) For purposes of this Article IX, the existence of any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

(e) *Source of Payment*. Any Losses that are payable by any Company Indemnitor under this Article IX shall, once a Loss is agreed to by such Company Indemnitor or finally adjudicated to be payable by such Company Indemnitor pursuant to this Article IX, be satisfied exclusively in the following manner and order: (i) first, from the Holdback Amount, and (ii) second, and only (A) after the Holdback Amount has been exhausted or (B) if there is an insufficient amount of the Holdback Amount then remaining, from the Company Indemnitors, in each case pursuant to the terms and subject to the limitations set forth in this Agreement. In the event any Parent Indemnitee is entitled to recover Losses from a Company Indemnitor under this Section 9.4(e), such Losses may be paid by such Person in cash or by surrender of Common Units. For all purposes of this Article IX, shares of Common Units, including, without limitation, shares of Common Units released from the Holdback Units to satisfy Company Indemnitor obligations under this Article IX shall be deemed to have a value, per Common Unit, equal to the lesser of (X) $21.00 and (Y) "close price" of Pubco Subordinate Voting Shares (as defined in the Parent LLC Agreement), or any security into which such shares are reclassified, exchanged or otherwise converted, on the CSE (or any successor exchange on which such shares are listed), on the date occurring two (2) Business Days prior to the release or surrender of such Common Units.

Section 9.5 Indemnification Procedures. The party making a claim under this Article IX is referred to as the "*Indemnified Party*", and the party against whom such claims are asserted under this Article IX is referred to as the "*Indemnifying Party*". For purposes of this Article IX, (i) if Parent (or any other Parent Indemnitee) comprises the Indemnified Party, any references to Indemnifying Party (except provisions relating to an obligation to make payments) shall be deemed to refer to the Member Representative, and (ii) if Parent comprises the Indemnifying Party, any references to the Indemnified Party shall be deemed to refer to the Member

Representative. Any payment received by Member Representative as the Indemnified Party shall be distributed to the Members in accordance with this Agreement.

(a) *Third Party Claims.* If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "*Third Party Claim*") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; provided, that if the Indemnifying Party is a Company Indemnitor, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that (x) is asserted directly by or on behalf of a Person that is a supplier or customer of the Company, or (y) seeks an injunction or other equitable relief against the Indemnified Parties. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 9.5(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided*, that if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to Section 9.5(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Member Representative and Parent shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket

expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) *Settlement of Third Party Claims*. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 9.5(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 9.5(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) *Direct Claims*. Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "*Direct Claim*") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Company's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(d) *Tax Claims*. Notwithstanding any other provision of this Agreement, the control of any claim, assertion, event or proceeding in respect of Taxes of the Company (including, but not limited to, any such claim in respect of a breach of the representations and warranties in Section 3.7 hereof or any breach or violation of or failure to fully perform any covenant, agreement, undertaking or obligation in Article VI) shall be governed exclusively by Article VI hereof.

Section 9.6 Litigation Licenses. The Company Indemnitors and Parent agree that each Litigation License has a value to Parent of $2,000,000. Accordingly, to the extent that (a) any such Litigation License is revoked or otherwise rescinded by the Governmental Entity issuing the same in connection with any litigation, suit, action, arbitration, administrative or other proceeding or investigation related to the marijuana establishment licensing process completed by the Nevada Department of Taxation on or around December 5, 2018, (b) such revocation or rescission constitutes a final, non-appealable determination of such Governmental Entity, or any appeal periods related to such determination have expired without appeal by the Company, and (c) such Litigation License, or an analogous retail marijuana establishment license, has not been reissued, re-awarded or otherwise issued or awarded, to the Company, Parent or their Affiliates, within eighteen (18) months of such revocation or rescission in connection with a subsequent licensing process by the Nevada Department of Taxation, provided that such eighteen (18) month period shall be tolled during any period under which such revocation or rescission is being appealed by the Company or Parent to a Governmental Entity, then (so long as Parent has complied with its obligations under this Section 9.6), such event shall be deemed a Loss for purposes of this Article IX, and Common Units equal in value to $2,000,000 (calculated pursuant to Section 9.4(e)) shall be released from the Holdback Units to Parent. Parent shall, and shall cause the Company, and their Affiliates, (i) to use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper, or advisable to defend, preserve, maintain, or otherwise prevent the revocation or rescission of the Litigation Licenses, (ii) not to take, or omit from taking, any action with the purpose or intent of causing, directly or indirectly, a Litigation License to be revoked or rescinded, (iii) promptly upon the revocation or rescission of a Litigation License and without limiting subsection (i) or (ii), to use commercially reasonable efforts to timely file an appeal of the revocation or rescission of a Litigation License and to diligently pursue such appeal in good faith, and (iv) to the extent that a Litigation License is finally determined to be revoked or rescinded, to use commercially reasonable efforts, with the assistance of the Member Representative and at the request and sole cost and expense of the Member Representative, timely apply for, and diligently pursue the issuance and award of, in good faith, a retail marijuana store license in connection with any subsequent licensing process for, or including, the location of such Litigation License by the Nevada Department of Taxation. In the event that a Litigation License, or an analogous retail marijuana establishment license, is reissued, re-awarded or otherwise issued or awarded to the Company, Parent or their Affiliates, the costs and expenses reasonably incurred by Parent, the Company or their Affiliates in connection therewith, shall be deemed a Loss for purposes of this Article IX, and Common Units equal in value to such costs and expenses (calculated pursuant to Section 9.4(e)) shall be released from the Holdback Units to Parent, provided that such costs and expenses shall not exceed the amount of $2,000,000 per Litigation License.

Section 9.7 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article IX, the Indemnifying Party shall, except as

otherwise provided in Section 9.4(e), satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds.

Section 9.8 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Merger Consideration for Tax purposes, unless otherwise required by Law.

Section 9.9 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 7.2 or Section 7.3, as the case may be.

Section 9.10 Exclusive Remedies. Subject to Section 10.13, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or intentional misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in Article VI and this Article IX. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in Article VI and this Article IX. Nothing in this Article IX shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled, or to seek any remedy, on account of any party's fraudulent, criminal or intentional misconduct.

ARTICLE X
MISCELLANEOUS

Section 10.1 Definitions. For purposes of this Agreement, the following terms will have the following meanings when used herein with initial capital letters:

"*Accredited Investor*" means an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

"*Acquisition Proposal*" has the meaning set forth in Section 5.4(a).

"*Acreage Canada*" means Acreage Holdings, Inc., a British Columbia corporation.

"*Action*" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, examination, audit (or notice of intent to open an audit), notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"*Affiliate*" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such first Person. For the purposes of this definition, "control" (including, the terms "controlling," "controlled by," and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by Contract, or otherwise.

"*Affordable Care Act*" has the meaning set forth in Section 3.16(i).

"*Agreement*" has the meaning set forth in the Preamble.

"*Antitrust Laws*" has the meaning set forth in Section 3.3(c).

"*Articles of Merger*" has the meaning set forth in Section 1.3.

"*Authorized Action*" has the meaning set forth in Section 2.9(f).

"*Balance Sheet*" has the meaning set forth in Section 3.4.

"*Balance Sheet Date*" has the meaning set forth in Section 3.4.

"*Basket*" has the meaning set forth in Section 9.4(a).

"*Business*" means the business of the Company as currently conducted.

"*Business Day*" means any day, other than Saturday, Sunday, or any day on which banking institutions located in New York, NY are authorized or required by Law or other governmental action to close.

"*Canceled Units*" has the meaning set forth in Section 2.1(a).

"*Cannabis Consents*" means any and all Consents or other requirements of any Governmental Entity or under any License held by the Company in connection with the business of the Company in the cannabis industry.

"*Cap*" has the meaning set forth in Section 9.4(a).

"*Cash Deficit*" has the meaning set forth in Section 2.8(a)(vi).

"*Cash Surplus*" has the meaning set forth in Section 2.8(a)(v).

"*Charter Documents*" means: (a) with respect to a corporation, the charter, Articles or certificate of incorporation, as applicable, and bylaws thereof; (b) with respect to a limited liability company, the certificate of formation or organization, as applicable, and the operating or limited liability company agreement, as applicable, thereof; (c) with respect to a partnership, the certificate of formation and the partnership agreement; and (d) with respect to any other Person the organizational, constituent and/or governing documents and/or instruments of such Person.

"*Closing*" has the meaning set forth in Section 1.2.

"*Closing Date*" has the meaning set forth in Section 1.2.

"*Closing Date Cash*" means the aggregate amount of cash, determined as of and immediately prior to the Closing.

"*Closing Date Indebtedness*" means the aggregate amount of Indebtedness, determined as of and immediately prior to the Closing.

"*Code*" has the meaning set forth in the Recitals.

"*Common Units*" means the Common Units of Parent.

"*Common Units Issuance*" means the issuance by Parent to Members of Common Units as Merger Consideration pursuant to the terms of this Agreement.

"*Company*" has the meaning set forth in the Preamble.

"*Company Benefit Plans*" has the meaning set forth in Section 3.16(a).

"*Company Board*" has the meaning set forth in the Recitals.

"*Company Disclosure Schedules*" means the disclosure schedules delivered by the Company to Parent concurrently with the execution and delivery of this Agreement.

"*Company Indemnitors*" means, collectively, and jointly and severally, the Persons set forth on Schedule 10.1.

"*Company IP*" has the meaning set forth in Section 3.8(a).

"*Company Material Adverse Effect*" means any event, occurrence, fact, condition, or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise), or assets of the Company and its Subsidiaries, taken as a whole; or (b) the ability of the Company to consummate the transactions contemplated hereby on a timely basis; *provided, however*, that, for the purposes of clause (a), a Company Material Adverse Effect shall not be deemed to include events, occurrences, facts, conditions or changes arising out of, relating to, or resulting from: (i) changes generally affecting the economy, financial, or securities markets; (ii) the announcement of the transactions contemplated by this Agreement; (iii) any outbreak or escalation of war or any act of terrorism; (iv) general conditions in the industry in which the Company and its Subsidiaries operate; or (v) any failure, in and of itself, by the Company to meet any internal projections, forecasts, estimates, or predictions in respect of revenues, earnings, or other financial or operating metrics for any period (it being understood that the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to become, a Company Material Adverse Effect, to the extent permitted by this definition and not otherwise excepted by a clause of this proviso); *provided further, however*, that any event, change, and effect referred to in clauses (i), (iii), or (iv) immediately above shall be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be

expected to occur to the extent that such event, change, or effect has a disproportionate effect on the Company compared to other participants in the industries in which the Company conducts its businesses.

"*Company Operating Agreement*" means that certain Amended and Restated Operating Agreement of the Company, dated as of December 24, 2014, as amended by that certain First Amendment to Amended and Restated Operating Agreement of Deep Roots Medical LLC and Assignment Agreement, dated February 22, 2016, and that certain Second Amendment to Amended and Restated Operating Agreement of Deep Roots Medical LLC, dated January 1, 2019.

"*Company Transaction Expenses*" means, to the extent not paid prior to the Closing, (a) all fees and expenses of the Company or any Member (to the extent payable by the Company) incurred in connection with the Merger and the other Transaction Documents and the other transactions contemplated hereby and thereby, (b) the fees and expenses of McDonald Carano LLP, Capital Canada Limited, Rogich Law Firm PLLC, and J.A. Solari & Partners LLC, (c) any stay-bonus, transaction completion bonus, change of control payment or other similar payment made or required to be made to any director, officer or employee of the Company (plus the employer portion of FICA and Medicare Taxes with respect thereto) as a result of this Agreement, the Merger or the transactions contemplated hereby and thereby and (d) any other amounts under any agreement or arrangement to which the Company is subject and which are not included in subparagraph (c) herein that are payable or would become payable by the Company to any other Person as a result of this Agreement, the Merger or the transactions contemplated hereby and thereby.

"*Confidentiality Agreement*" has the meaning set forth in Section 5.3(ii).

"*Consent*" has the meaning set forth in Section 3.3(c).

"*Contracts*" means any contracts, agreements, licenses, notes, bonds, mortgages, indentures, leases, or other binding instruments or binding commitments, whether written or oral.

"*CSE*" means the Canadian Securities Exchange.

"*D&O Tail Policy*" has the meaning set forth in Section 5.8.

"*Direct Claim*" has the meaning set forth in Section 9.5(c).

"*DOL*" has the meaning set forth in Section 3.16(b).

"*DRN Holdings*" has the meaning set forth in Section 2(a)(xi).

"*Effective Time*" has the meaning set forth in Section 1.3.

"*Encumbrance*" means any claim, charge, lease, covenant, easement, encumbrance, pledge, security interest, lien, option, right of others, defects of title, mortgage, deed of trust, hypothecation, conditional sale or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by Contract or Law.

"*End Date*" has the meaning set forth in Section 8.2(a).

"*Environmental Laws*" means any applicable Law, and any Order or binding agreement with any Governmental Entity: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq.*; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*

"*ERISA*" has the meaning set forth in Section 3.15(a).

"*ERISA Affiliates*" has the meaning set forth in Section 3.16(a).

"*Estimated Balance Sheet*" has the meaning set forth in Section 2.8(a)(i).

"*Estimated Cash*" has the meaning set forth in Section 2.8(a)(i).

"*Estimated Closing Indebtedness*" has the meaning set forth in Section 2.2(a).

"*Estimated Company Transaction Expenses*" has the meaning set forth in Section 2.8(a)(i).

"*Estimated Net Working Capital*" has the meaning set forth in Section 2.8(a)(i).

"*Estimated Schedule*" has the meaning set forth in Section 2.8(a)(i).

"*Expenses*" means, with respect to any Person, all reasonable and documented out-of-pocket fees and expenses (including all fees and expenses of counsel, accountants, financial advisors, and investment bankers of such Person and its Affiliates), incurred by such Person or on its behalf in connection with or related to the authorization, preparation, negotiation, execution, and performance of this Agreement and any transactions related thereto, any litigation with respect thereto, the filing of any required notices under the HSR Act or in connection with other regulatory approvals, and all other matters related to the Merger, the Common Units Issuance, and the other transactions contemplated by this Agreement.

"*Financial Statements*" has the meaning set forth in Section 3.4.

"*GAAP*" means United States generally accepted accounting principles in effect from time to time.

"*Governmental Antitrust Authority*" has the meaning set forth in Section 5.9(b).

"*Governmental Entity*" has the meaning set forth in Section 3.3(c).

"*GPRP*" has the meaning set forth in the Recitals.

"*GPRP Financial Statements*" has the meaning set forth in Section 3.4(b).

"*GPRP Members*" shall mean The Gary E. Primm Family Trust and the Roger B. Primm Family Trust.

"*GPRP Purchase Price*" shall have the meaning of the term "Purchase Price," as set forth in the GPRP Purchase Agreement.

"*GPRP Purchase Agreement*" shall mean that certain Membership Interest Purchase Agreement, of even date herewith, by and between the Company and GPRP Members, in the form attached hereto as Exhibit F.

"*Hazardous Substance*" shall mean: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral, or gas, in each case, whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

"*Holdback Amount*" has the meaning set forth in Section 2.3(a)(ii).

"*Holdback Cash*" has the meaning set forth in Section 2.3(a)(ii).

"*Holdback Units*" has the meaning set forth in Section 2.3(a)(ii).

"*HSR Act*" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"*Income Tax Return*" means a Tax Return filed or required to be filed in connection with the determination, assessment or collection of any Income Tax of any Party or the administration of any Laws or administrative requirements relating to any Income Tax.

"*Income Taxes*" means Taxes (a) imposed on, or with reference to, net income or gross receipts, or (b) imposed on, or with reference to, multiple bases including net income or gross receipts.

"*Indebtedness*" means, as of any date, without duplication, the outstanding principal amount of, accrued and unpaid interest on and other outstanding payment obligations arising under any obligations of the Company consisting of: (a) funded indebtedness for borrowed

money, whether current, short-term or long-term and whether secured or unsecured, or for the deferred purchase price of property or services (including any "earn-out" or similar payments but excluding trade payables incurred in the ordinary course of business), related accrued interest and prepayment penalties; (b) funded indebtedness evidenced by any note, bond, debenture or other debt security, related accrued interest and prepayment penalties; (c) any indebtedness referred to in clauses (a) and (b) above of any Person that is either guaranteed (including under any "keep well" or similar arrangement) by, or secured by any Encumbrance upon any property or asset owned by, the Company; (d) advances made to employees or companies other than in the ordinary course of business; and (e) deferred rent liabilities recorded in accordance with GAAP. For the avoidance of doubt, "Indebtedness" shall not include: (i) any liabilities taken into account as a current liability in the calculation of Net Working Capital included in the calculation of the Closing Date Cash Consideration; or (ii) any amounts included in the Company Transaction Expenses.

"*Indemnified Party*" has the meaning set forth in Section 9.5.

"*Indemnifying Party*" has the meaning set forth in Section 9.5.

"*Independent Accountant*" has the meaning set forth in Section 2.8(d).

"*Intellectual Property*" has the meaning set forth in Section 3.8(a).

"*Interim Balance Sheet*" has the meaning set forth in Section 3.4.

"*Interim Balance Sheet Date*" has the meaning set forth in Section 3.4.

"*Interim Financial Statements*" has the meaning set forth in Section 3.4.

"*IP Licenses*" has the meaning set forth in Section 3.8(c).

"*Knowledge*" means: (a) with respect to the Company and its Subsidiaries, the actual knowledge of each of the individuals listed in Section 10.1 of the Company Disclosure Schedules; and (b) with respect to Parent and its Subsidiaries, the actual knowledge of each of the individuals listed in Section 10.1 of the Parent Disclosure Schedules; in each case, after due inquiry.

"*Laws*" means any federal, state, provincial, local, municipal, foreign, multi-national or other laws, common law, statutes, constitutions, ordinances, rules, regulations, codes, Orders, or legally enforceable requirements enacted, issued, adopted, promulgated, enforced, ordered, or applied by any Governmental Entity.

"*Lease*" shall mean all leases, subleases, licenses, concessions, and other agreements (written or oral) under which the Company holds any Leased Real Estate, including the right to all security deposits and other amounts and instruments deposited by or on behalf of the Company or any of its Subsidiaries thereunder.

"*Leased Real Estate*" shall mean all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures, or other interest in real property held by the Company.

"*Liability*" shall mean any liability, indebtedness, or obligation of any kind (whether accrued, absolute, contingent, matured, unmatured, determined, determinable, or otherwise, and whether or not required to be recorded or reflected on a balance sheet under GAAP).

"*Licenses*" means all licenses, permits (including environmental, construction and operational permits), franchises, certificates, approvals, registrations, authorizations, variances and similar rights issued by any Governmental Entity and all pending applications therefor and renewals thereof.

"*Litigation License(s)*" means that certain (a) City of Henderson Retail Marijuana Store License No. RD401, (b) City of Las Vegas Retail Marijuana Store License No. RD397, (c) City of North Las Vegas Retail Marijuana Store License No. RD398, (d) Unincorporated Clark County Retail Marijuana Store License No. RD399, and (e) City of Reno Retail Marijuana Store License No. RD400, each granted to the Company by the State of Nevada.

"*Loss*" or "*Losses*" means losses, damages, Liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that "Losses" shall not include (a) damages for lost profits or opportunity, damages computed on a multiple of earnings, book value or a similar basis, (b) any speculative, contingent, unaccrued, indirect, remote or consequential damages, or (c) any punitive, special, exemplary damages, except: (i) in the case of the foregoing clauses (a) and (b), to the extent reasonably foreseeable and (ii) in the case of the foregoing clauses (a), (b) and (c), to the extent actually awarded to a Governmental Entity or other third party.

"*Marshall Agreement*" has the meaning set forth in Section 2.4(a)(xiii).

"*Material Contracts*" has the meaning set forth in Section 3.19.

"*Material Customers*" has the meaning set forth in Section 3.10(a).

"*Material Vendors*" has the meaning set forth in Section 3.10(b).

"*Member Approval*" means the affirmative vote of each of GEP Ventures, LLC, RP Holdings, LLC, KCRB LLC and BKT LLC, to authorize and approve this Agreement, the Transaction Documents, the Merger and the transactions contemplated by the Merger.

"*Member Notice*" has the meaning set forth in Section 5.5(b).

"*Member Representative Fund*" means, together, the Member Representative Fund Cash and Member Representative Fund Units.

"*Member Representative Fund Cash*" means Two Hundred Thousand Dollars ($200,000) otherwise included in the Merger Consideration.

"*Member Representative Fund Units*" means 14,286 Common Units otherwise included in the Merger Consideration.

"*Members*" has the meaning set forth in the Recitals.

"*Member Indemnitees*" has the meaning set forth in Section 9.3.

"*Member Representative*" has the meaning set forth in Section 2.9(a).

"*Membership Units*" means the membership units of the Company, containing the respective rights, privileges and preferences as set forth in the Company Operating Agreement.

"*Merger*" has the meaning set forth in Section 1.1.

"*Merger Consideration*" has the meaning set forth in Section 2.1(b).

"*Merger Consideration Schedule*" means the statement delivered by the Company pursuant to Section 2.8(a) setting forth each Member's Pro Rata Portion of the Merger Consideration payable to such Member, and all Members, at Closing.

"*Merger Sub*" has the meaning set forth in the Preamble.

"*Merger Sub Manager*" has the meaning set forth in the Recitals.

"*Mesquite PSA*" has the meaning set forth in Section 2(a)(xi).

"*Money Laundering Laws*" has the meaning set forth in Section 3.11(c).

"*Net Working Capital*" means the sum of (a) a positive amount equal to the consolidated current assets of the Company and its Subsidiaries, and (b) a negative amount equal to the consolidated current liabilities of the Company and its Subsidiaries, each as calculated in accordance the accounting practices, assumptions, policies and methodologies used in the preparation of the Financial Statements, and shall consist only of the line items set forth on Exhibit G attached hereto, determined as of immediately prior to the Closing. Notwithstanding the foregoing, for purposes of calculating Net Working Capital, current assets and current liabilities shall exclude, (a) all cash and cash equivalents, including readily marketable securities, of the Company, (b) any Indebtedness and (c) any Company Transaction Expenses.

"*Nevada LLC Statutes*" has the meaning set forth in the Recitals.

"*Order*" means any order, writ, assessment, decision, injunction, decree, ruling, or judgment of any Governmental Entity.

"*Other Governmental Approvals"* has the meaning set forth in Section 3.3(c).

"*Parent*" has the meaning set forth in the Preamble.

"*Parent Balance Sheet Date*" has the meaning set forth in Section 4.4.

"*Parent Disclosure Schedules*" means the disclosure schedules delivered by Parent to the Company concurrently with the execution and delivery of this Agreement.

"*Parent Financial Statements*" has the meaning set forth in Section 4.4.

"*Parent Indemnitees*" has the meaning set forth in Section 9.2.

"*Parent LLC Agreement*" has the meaning set forth in Section 2.4(a).

"*Parent Manager*" has the meaning set forth in the Recitals.

"*Parent Material Adverse Effect*" means any event, occurrence, fact, condition, or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise), or assets of Parent and its Subsidiaries, taken as a whole; or (b) the ability of Parent to consummate the transactions contemplated hereby on a timely basis; *provided, however,* that, for the purposes of clause (a), a Parent Material Adverse Effect shall not be deemed to include events, occurrences, facts, conditions, or changes arising out of, relating to, or resulting from: (i) changes generally affecting the economy, financial, or securities markets; (ii) the announcement of the transactions contemplated by this Agreement; (iii) any outbreak or escalation of war or any act of terrorism; (iv) general conditions in the industry in which Parent and its Subsidiaries operate; (v) any failure, in and of itself, by Parent to meet any internal or published projections, forecasts, estimates, or predictions in respect of revenues, earnings, or other financial or operating metrics for any period (it being understood that the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to become, a Parent Material Adverse Effect, to the extent permitted by this definition and not otherwise excepted by a clause of this proviso); or (vi) any change, in and of itself, in the market price or trading volume of Acreage Canada's securities or in its or Parent's credit ratings (it being understood that the facts or occurrences giving rise to or contributing to such change may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to become, a Parent Material Adverse Effect, to the extent permitted by this definition and not otherwise excepted by a clause of this proviso), *provided further, however*, that any event, change, and effect referred to in clauses (i), (iii), or (iv) immediately above shall be taken into account in determining whether a Parent Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such event, change, or effect has a disproportionate effect on Parent and its Subsidiaries, taken as a whole, compared to other participants in the industries in which Parent and its Subsidiaries conduct their businesses.

"*Pay-Off Lender*" has the meaning set forth in Section 2.2(a).

"*Permitted Encumbrances*" means: (a) carriers', warehouseman's, mechanics', materialmen's and repairmen's liens which have arisen in the ordinary course and securing obligations incurred prior to the Closing Date that are not delinquent and that will be paid and discharged in the ordinary course of business, or, if delinquent, that are being contested in good faith with any action to foreclose on or attach any asset on account thereof properly stayed; (b)

Encumbrances arising under or in connection with the Closing Date Indebtedness that will be discharged at Closing; (c) Encumbrances imposed or promulgated by Laws with respect to real property and improvements, including zoning regulations, that, singularly or in the aggregate, will not interfere with the ownership, use or operation of such real property; (d) Encumbrances for Taxes that are not yet due and payable or the validity of which is being contested in good faith by appropriate proceedings; and (e) Encumbrances set forth on Section 3.17(d) of the Company Disclosure Schedules.

"*Person*" means any individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, association, joint venture, Governmental Entity, or other entity or group.

"*Post-Closing Tax Period*" means any taxable period beginning after the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period beginning after the Closing Date.

"*Pre-Closing Member*" means all Persons who hold one or more Membership Units immediately prior to the Effective Time.

"*Pre-Closing Tax Period*" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"*Pre-Closing Income Tax Return*" has the meaning set forth in Section 6.4(b).

"*Pro Rata Portion*" means, with respect to each Member, a fraction, the numerator of which is the aggregate Merger Consideration to be received by such Member hereunder, and the denominator of which is the aggregate Merger Consideration to be received by all Members hereunder, such Pro Rata Portion shall be set forth on the Merger Consideration Schedule.

"*Public Record*" means all information filed with a securities commission or similar regulatory authority and any other information filed with any such securities commission or similar regulatory authority by Parent in compliance, or intended compliance, with any Applicable Securities Laws.

"*Representatives*" has the meaning set forth in Section 5.4.

"*Securities Laws*" means all securities and corporate laws, rules, regulations, instruments, notices, blanket orders, decision documents, statements, circulars, procedures and policies that are applicable to Parent.

"*Service*" has the meaning set forth in Section 3.16(b).

"*Settlement Date*" has the meaning set forth in Section 2.8(e).

"*Severance Obligations*" has the meaning set forth in Section 5.7.

"*Straddle Period*" has the meaning set forth in Section 6.5.

"*Subsidiary*" of a Person means a corporation, partnership, limited liability company, or other business entity of which a majority of the shares of voting securities is at the time beneficially owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person.

"*Surviving Company*" has the meaning set forth in Article I.

"*Target Cash*" means $2,082,000.

"*Target Net Working Capital*" means $2,100,000.

"*Tax Claim*" has the meaning set forth in Section 6.6.

"*Taxes*" all (a) U.S. federal, state, local and foreign income, profits, franchise, sales, use, ad valorem, personal property, other property, unclaimed property or escheat (whether or not treated as a tax under applicable Law), severance, production, excise, stamp, stamp duty revenue tax, stamp duty land tax, documentary, real property, real property transfer or gain, gross receipts, goods and services, registration, capital, capital stock, transfer, withholding, estimated, alternative, minimum, add-on minimum, value added, natural resources, entertainment, amusement, occupation, premium, windfall profit, environmental, customs, duties, special assessment, social security, national insurance contributions, unemployment, disability, payroll, license, employee, healthcare (whether or not treated as a tax under applicable Law) or other tax of any kind whatsoever (whether payable directly or by withholding), including any interest, penalties, or additions to tax or additional amounts in respect of the foregoing; (b) liability for the payment of any amounts of the type described in clause (a) above arising as a result of being (or ceasing to be) a member of any affiliated, consolidated combined, unitary or aggregate group (or being included (or required to be included) in any Tax Return relating thereto); and (c) liability for the payment of any amounts of the type described in clause (a) of another Person as a result of any transferee or secondary liability or any liability assumed by contract, agreement, Law or otherwise.

"*Tax Returns*" means any return, declaration, report, claim for refund, information return or statement, or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"*Third Party Claim*" has the meaning set forth in Section 9.5(a).

"*Transaction Documents*" means this Agreement, and the other agreements, documents, certificates and instruments required to be executed or delivered by any of the parties pursuant to this Agreement, including, without limitation, the restrictive covenant agreements identified in Section 2.4(a)(x) and the employee offer letters identified in Section 2.4(a)(ix).

"*Transfer Taxes*" has the meaning set forth in Section 6.1(b).

"*Treasury Regulations*" means the Treasury regulations promulgated under the Code.

"*WARN Act*" has the meaning set forth in Section 3.15(g).

"*Wendover Assignment*" has the meaning set forth in Section 2(a)(xii).

"*Withholding Exemption Certificate*" has the meaning set forth in Section 6.10.

"*Working Capital Deficit*" has the meaning set forth in Section 2.8(a)(iv).

"*Working Capital Surplus*" has the meaning set forth in Section 2.8(a)(iii).

Section 10.2 Interpretation; Construction.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Exhibit, Article, or Schedule, such reference shall be to a Section of, Exhibit to, Article of, or Schedule of this Agreement unless otherwise indicated. Unless the context otherwise requires, references herein: (i) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (ii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," and the word "or" is not exclusive. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and does not simply mean "if." A reference in this Agreement to $ or dollars is to U.S. dollars. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words "hereof," "herein," "hereby," "hereto," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to "this Agreement" shall include the Company Disclosure Schedules and Parent Disclosure Schedules.

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Section 10.3 Survival. The Confidentiality Agreement will survive termination of this Agreement in accordance with its terms.

Section 10.4 Governing Law. This Agreement and all Actions (whether based on contract, tort, or statute) arising out of or relating to this Agreement or the actions of any of the parties hereto in the negotiation, administration, performance, or enforcement hereof, shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

Section 10.5 Submission to Jurisdiction. Each of the parties hereto irrevocably agrees that any Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other party hereto or its successors or assigns shall be brought and determined exclusively in the Court of Chancery of the State of Delaware, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Action, in the United States District Court of the District of Delaware. Each of the parties hereto agrees that mailing of process or other papers in connection with any such Action in the manner provided in Section 10.7 or in such other manner as may be permitted by applicable Laws, will be valid and sufficient service thereof. Each of the parties hereto hereby irrevocably submits with regard to any such Action for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any Action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder: (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 10.5; (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (c) to the fullest extent permitted by the applicable Law, any claim that (i) the suit, action, or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action, or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 10.6 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION; (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 10.6.

Section 10.7 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal

business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.7):

If to Parent or Merger Sub, to:	c/o Acreage Holdings, Inc. 366 Madison Avenue, 11th Floor New York, NY 10017 Attn: James Doherty Email: [Redacted]
with a copy (which will not constitute notice to Parent or Merger Sub) to:	Cozen O'Connor One Liberty Place 1650 Market Street Philadelphia, PA 19103 Attention: Joseph C. Bedwick and Christopher J. Bellini E-mail: [Redacted]
If to the Company, to:	Deep Roots Medical LLC 195 Willis Carrier Canyon Mesquite, NV 89034 Attention: Keith Capurro Email: [Redacted]
with a copy (which will not constitute notice to the Company) to:	McDonald Carano LLP 100 West Liberty Street, 10th Floor Reno, Nevada 89501 Attention: Brian S. Pick Email: [Redacted]
If to the Member Representative, to:	DRM Member Representative LLC 643 John Fremont Drive Reno, NV 89509 Attention: Keith Capurro Email: [Redacted]

or to such other Persons, addresses or facsimile numbers as may be designated in writing by the Person entitled to receive such communication as provided above.

Section 10.8 Entire Agreement. This Agreement (including the Exhibits to this Agreement), the Company Disclosure Schedules, the Parent Disclosure Schedules and the Confidentiality Agreement, constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersede all other prior agreements and understandings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement. In the event of any inconsistency between the statements in the body of this Agreement, the Confidentiality Agreement, the Parent Disclosure Schedules, and the Company Disclosure Schedules (other than an exception expressly set forth as such in the Parent

Disclosure Schedules or Company Disclosure Schedules), the statements in the body of this Agreement will control.

Section 10.9 No Third-Party Beneficiaries. Except as provided in Section 5.7 hereof (which shall be to the benefit of the parties referred to in such section), this Agreement is for the sole benefit of the parties hereto and their permitted assigns and respective successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.10 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 10.11 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Parent or Merger Sub, on the one hand, nor the Company on the other hand, may assign its rights or obligations hereunder without the prior written consent of the other party (Parent in the case of Parent and Merger Sub), which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.12 Remedies. Except as otherwise provided in this Agreement, any and all remedies expressly conferred upon a party to this Agreement will be cumulative with, and not exclusive of, any other remedy contained in this Agreement, at Law, or in equity. The exercise by a party to this Agreement of any one remedy will not preclude the exercise by it of any other remedy.

Section 10.13 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of Delaware or any Delaware State court, in addition to any other remedy to which they are entitled at Law or in equity.

Section 10.14 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which will be one and the same agreement. This Agreement will become effective when each party to this Agreement will have received counterparts signed by all of the other parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DEEP ROOTS MEDICAL LLC

By: (signed) *"Keith Capurro"*
Name: Keith Capurro
Title: CEO

HIGH STREET CAPITAL PARTNERS, LLC

By: ACREAGE HOLDINGS AMERICA, INC.,
its Manager

By: (signed) *"Kevin Murphy"*
Kevin Murphy
Chief Executive Officer

CHALLENGER MERGER SUB, LLC

By: (signed) *"Tyson Macdonald"*
Name: Tyson Macdonald
Title: President

DRM MEMBER REPRESENTATIVE LLC

By: (signed) *"Keith Capurro"*
Name: Keith Capurro
Title: Manager