FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "*Amendment*"), is entered into effective as of July 22, 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.

RECITALS

WHEREAS, the Company, Parent, Merger Sub and Member Representative entered into that certain Agreement and Plan of Merger, dated as of April 17, 2019 (the "*Merger Agreement*"), pursuant to which, the Company will merge with Merger Sub, with the Company as the surviving entity, and the issued and outstanding membership interests of the Company shall be cancelled and converted into the right to receive the consideration set forth in the Merger Agreement;

WHEREAS, pursuant to and in accordance with Section 8.6 of the Merger Agreement, the parties desire to make certain modifications and amendments to the Merger Agreement, which modifications and amendments have been incorporated into this Amendment; and

WHEREAS, except as modified or amended as provided in this Amendment, the parties desire that all terms and conditions of the Merger Agreement remain in full force and effect.

NOW, THEREFORE, upon the terms and conditions set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. General. The recitals set forth above are incorporated herein by reference and made a part hereof. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the Merger Agreement.

2. Amendment.

(a) Section 2.8(a)(i)(C)(III) of the Merger Agreement is hereby amended and restated to read in its entirety as follows:

> "(III) a good faith estimate of the Closing Date Indebtedness (the "*Estimated Closing Indebtedness*"),"

(b) Section 3.5 of the Merger Agreement is hereby amended to insert the following as subsection (d) thereof:

> "(d) Liabilities related to the Company Development Notes."

(c) The language "and except for the events related to the Litigation Licenses:" contained in the first (1st) sentence of Section 3.6 of the Merger Agreement shall be amended and restated to read in its entirety as follows:

"and except for events related to the Litigation Licenses, the Company's entry into the Company Development Notes, and the Company's use of cash to pay costs and expenses related to the construction and development of the real property subject of the Mesquite PSA:"

(d) Section 3.17(a) of the Merger Agreement shall be amended and restated in its entirety as follows:

"(a) *Owned Real Estate*. Other than real property acquired by the Company in connection with the Company Development Notes, the Company does not own any real property. Other than agreements or options to purchase real property or interests therein entered into by the Company in connection with the Company Development Notes, the Company is not a party to any agreement or option to purchase any real property or interest therein."

(e) The preamble to Section 3.19 of the Merger Agreement shall be amended and restated in its entirety as follows:

"Other than the Company Development Notes and any Contracts entered into by the Company in connection with the Company Development Notes, 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:"

(f) Section 5.5(a) of the Merger Agreement is hereby amended and restated in its entirety as follows:

"(a) The Company shall obtain and deliver to Parent promptly following, but in no event later than seventy-two (72) hours after the execution and delivery of this Agreement, 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."

(g) Section 8.2(a) of the Merger Agreement is hereby amended and restated in its entirety as follows:

"if the Merger has not been consummated on or before March 31, 2020 (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"

(h) Section 10.1 of the Merger Agreement is hereby amended to insert the following in the appropriate alphabetical order:

""*Company Development Notes*" means those certain promissory notes, and any Indebtedness arising thereunder, made by the Company in favor of Parent in connection with the Company's borrowing of funds from Parent for the purpose of the Company's (i) acquisition, purchase, lease, acquisition of an option to purchase or lease, or other acquisition or securing of a fee interest in, or right to occupation of, certain real property, in connection with, and for the purpose of, the development and operation of a retail marijuana store on such real property pursuant to a Litigation License, (ii) design, engineering and permitting of such retail marijuana store, and (iii) such other costs and expenses provided for thereunder related to such Litigation License."

(i) The definition of "Closing Date Indebtedness" set forth in Section 10.1 of the Merger Agreement is hereby amended and restated to read in its entirety as follows:

""*Closing Date Indebtedness*" means the aggregate amount of Indebtedness, determined as of and immediately prior to the Closing, other than the Company Development Notes".

(j) The definition of "Estimated Closing Indebtedness" set forth in Section 10.1 of the Merger Agreement is hereby amended and restated to read in its entirety as follows:

""*Estimated Closing Indebtedness*" has the meaning set forth in Section 2.8(a)."

(k) The definition of "Permitted Encumbrances" set forth in Section 10.1 of the Merger Agreement is hereby amended to insert the following as subsection (f) thereof:

"(f) Encumbrances arising under the Company Development Notes."

(l) The definition of "Target Cash" set forth in Section 10.1 of the Merger Agreement is hereby amended and restated to read in its entirety as follows:

""*Target Cash*" means $2,082,000; *provided that* the Target Cash shall be reduced by the amount of the cost of any Improvements (as defined in the Wendover Assignment) paid for by the Company."

3. Notice and Consent to Company Development Notes and Improvement Funding. Pursuant to Sections 5.1 and 5.6(a) of the Merger Agreement, the Company hereby notifies Parent of, and Parent hereby approves and consents to, the Company's entry into, execution and delivery of, and performance of its obligations under, the Company Development Notes, and the Company's use of cash to fund Improvements (as defined in the Wendover Assignment) to the real property commonly referred to as 395 Industrial Way, West Wendover, Nevada.

4. Mesquite PSA and Wendover Assignment. The parties acknowledge and agree that (a) attached hereto as Exhibit A is the form of the Mesquite PSA (Exhibit D to the Merger Agreement) and (b) the form attached hereto as Exhibit B is the form of the Wendover Assignment (Exhibit E to the Merger Agreement).

5. Waiver of Delivery of Joinders. Notwithstanding Section 4 of this Amendment, the parties acknowledge and agree that the form of the Mesquite PSA and Wendover Assignment were not agreed to by the parties on the date of the Merger Agreement. As a result of such event, circumstance and failure by the parties, the Joinders were not timely delivered by the Company pursuant to Section 5.5(a) of the Merger Agreement. Without limiting the obligations of the Company pursuant to Section 5.5(a), Parent hereby waives any breach or default by the Company arising from or related to the Company's failure to timely deliver the Joinders as a result of such event, circumstance and failure by the parties, and hereby waives any right to terminate the Merger Agreement in connection with such breach or default, if any, pursuant to Section 8.3(b) of the Merger Agreement. The foregoing shall not constitute an admission of any party that any breach or default exists, or otherwise occurred, with respect to such events, circumstances or failure. Promptly following, but in no event later than five (5) Business Days, after the date hereof, Joinders to the Agreement, in the form attached hereto as Exhibit C, shall be executed by all Members of the Company and delivered to Parent.

6. Governing Law. This Amendment, and all disputes between the parties under or related to this Amendment or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof that would require the application of the laws of any other jurisdiction other than the State of Delaware.

7. Effect of Amendment. This Amendment shall be deemed incorporated into and made a part of the Merger Agreement. The provisions of this Amendment shall constitute an amendment to the Merger Agreement, and to the extent that any term or provision of this Amendment may be deemed expressly inconsistent with any term or provision in the Merger Agreement, this Amendment shall govern and control. Except as expressly modified by the terms of this Amendment, all of the terms, conditions and provisions of the Merger Agreement are hereby ratified and the Merger Agreement remains in full force and effect.

8. Counterparts. This Amendment may be executed by facsimile, email .pdf or other means of electronic signature and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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"*
Keith Capurro
Chief Executive Officer

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"*
Tyson Macdonald
President

DRM MEMBER REPRESENTATIVE LLC

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