

LLC MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS LLC MEMBERSHIP PURCHASE AGREEMENT (this “Agreement”) is made as of the 7th day of November 2018, by and between **Kort Potter** (“**Seller**”) and **Trulieve Cannabis Corp.**, a corporation existing under the laws of British Columbia (“**Buyer**”). Buyer and Seller may be referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, Seller is the owner of one hundred percent (100%) of the issued and outstanding membership interest in Leef Industries, LLC, a California Limited Liability Company located at 3700 East Vista Chino, Unnit #D, Palm Springs, California 92262 (the “**Company**”);

WHEREAS, Buyer is interested in purchasing from Seller, and Seller is interested in selling to Buyer, all of the Seller’s membership interest in the Company subject to the terms and conditions described in this Agreement;

WHEREAS, the Company and its members have reviewed and approved the transfers contemplated and other transactions contemplated in this Agreement.

NOW, THEREFORE, in consideration of these premises, the respective covenants of Buyer and Seller set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions. In addition to the other capitalized terms defined herein, the following capitalized terms shall have the following respective meanings:

“**Affiliate**” means, with respect to any Party, any Person that, directly or indirectly, controls, is controlled by, or is under common control with such Party at any time during the period for which the determination of affiliation is being made. For the purposes of this definition, “**control**” (with correlative meanings for the terms “**controlled by**” and “**under common control with**”) means the possession by the applicable Person, directly or indirectly, of the power to direct or cause the direction of the management, policies and business affairs of a Person, whether through ownership of voting securities or general partnership or managing member interests, by contract or otherwise.

“**Applicable Laws**” means all applicable laws, rules, regulations and guidelines that may apply to the development, manufacture, cultivation, use, sale, offer for sale or distribution of Products, or the performance of any Party’s obligations under this Agreement.

“**Business Day**” means any day other than a Saturday, Sunday or a day on which

banking institutions in the State of Florida are authorized or obligated by law or executive order to close.

“Confidential Information” means any information that (i) in any way relates to a Party or Affiliate thereof, including its products, business, know-how, business strategies and technology and (ii) is furnished or disclosed to the other Party in connection with this Agreement, and is identified as “confidential” (or words of similar import) upon such disclosure; provided, however, that the term “Confidential Information” shall not include any specific information that:

- (A) at the time of disclosure, is generally available to the public;
- (B) after disclosure hereunder, becomes generally available to the public, except as a result of a breach of this Agreement by the recipient of such information;
- (C) becomes available to the recipient of such information from a Third Party that is not legally or contractually prohibited by the disclosing Party from disclosing such Confidential Information; or
- (D) the recipient of which can demonstrate was developed by or for such recipient without the use of any of the Confidential Information of the disclosing Party or its Affiliates hereunder.

“Liability” means, collectively, any indebtedness, commitment, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation, contingency, responsibility or other liability, in each case, whether fixed or unfixed, asserted or unasserted, due or to become due, accrued or unaccrued, absolute, contingent or otherwise.

“Liens” means any mortgages, security interests, liens, options, pledges, equities, claims, charges, restrictions, conditions, conditional sale contracts and any other adverse interests or other encumbrances of any kind whatsoever.

“Local Cannabis Application Materials” means any and all documents or information submitted by Seller to the City of Palm Springs or its various agencies and employees for the purposes of obtaining cannabis business and activity permits from the City. Such documents and information includes, but is not limited to, the following:

- (A) Copies of Seller’s most recently submitted Palm Springs “Cannabis Related Businesses and Activities Permit Application”
- (B) Copies of all documents and information submitted pursuant to the Palms Springs “Cannabis Related Businesses and Activities Application Submittal Checklist”.

“Material Agreement” means any agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party that involve (a) obligations

(contingent or otherwise) of, or payments to, the Company in excess of \$15,000, or (b) indemnification by the Company to any person or entity.

“**Person**” means any individual, partnership, association, corporation, limited liability company, trust or other legal person or entity.

“**Third Party**” means any Person other than a Party and such Party’s Affiliates.

1.2 Interpretation. Unless the context of this Agreement otherwise requires

(a) words of any gender include each other gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement, (d) the terms “Article,” “Section” and “Exhibit” refer to the specified Article, Section and Exhibit of this Agreement and (e) the terms “include,” “includes” or “including,” shall be deemed to be followed by the words “without limitation” unless otherwise indicated. Whenever this Agreement refers to a number of days, unless otherwise specified, such number shall refer to calendar days. The headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE 2 SALE AND PURCHASE OF MEMBERSHIP INTEREST

21 Conveyance of Membership Interest. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, or agreed upon time thereafter, Seller, on behalf of itself and its Affiliates, shall irrevocably sell, assign, transfer, convey and deliver to Buyer all of the Seller’s Membership Interest in the Company (the “**Membership Interest**”), together with any and all rights, privileges and interests in the Company resulting from, associated with, or arising from the Membership Interest.

22 Transfer Taxes and Fees. Any and all sales, excise, use, value-added and similar taxes, fees or duties assessed or incurred by reason of the sale by Seller and the purchase by Buyer of the Assets hereunder shall be paid by Seller (and not by Buyer), regardless of which Party against which such taxes, fees or duties are assessed.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price. In consideration of the Seller’s sale, transfer and assignment of the Membership Interest, Buyer shall pay to the Seller Four Million dollars (\$4,000,000.00) (the “**Purchase Price**”), in accordance with the closing schedule outlined herein.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER AND COMPANY

Seller hereby represents and warrants to Buyer as follows:

4.1 Organization. The Company is a business entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is formed or incorporated. The Company has the requisite power and authority to own, lease and operate the properties now owned, leased and operated by it and to carry on its business as currently conducted. The Company is duly qualified to do business as a foreign entity in each jurisdiction in which the nature of its business or the character of its properties makes such qualification necessary, except where the failure to do so would not have a material adverse effect on Seller or the Company.

4.2 Authority and Enforceability. Seller, as sole Member of the Company, has the requisite power and authority to enter into this Agreement and each of the Bill of Sale and closing document to which he or the Company is a party (collectively the “Ancillary Agreements”), and to perform its obligations hereunder and thereunder. Seller has taken all necessary action on its part to authorize the execution and delivery of this Agreement and each Ancillary Agreement to which it is a party and the performance of its obligations hereunder and thereunder. This Agreement and each Ancillary Agreement to which it is a party has been duly and validly executed and delivered by Seller and is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

4.3 No Violation, Etc. The execution and delivery of this Agreement and each Ancillary Agreement to which he or the Company is a party, and the performance of the obligations hereunder and thereunder by Seller or the Company does not and will not (a) violate or conflict with any provision of the charter documents of the Company, (b) violate, or conflict with, or result in a breach of any provision of, or constitute a default or give rise to any right of termination, cancellation or acceleration (with the passage of time, notice or both) under any agreement, lease, instrument, obligation, understanding or arrangement, oral or written, to which Seller, the Company, or any of its Affiliates is a party or by which any of Seller’s or Company’s properties or assets is subject, including the Membership Interest, (c) violate any Applicable Law to which Seller, the Company, or any of its properties or assets are subject or (d) result in any Lien on the Company or the Membership Interest. Without limiting the foregoing, Seller has not granted any right to any Third Party which would conflict with the conveyance of the Membership Interest to Buyer.

4.4 No Conflicts; Consents and Approvals. No permit, consent, approval or authorization of, or notice, declaration, filing or registration with, any governmental authority or Third Party is or will be necessary in connection with the execution and delivery by Seller of this Agreement and each Ancillary Agreement to which it is a party or the performance by Seller of its obligations hereunder and thereunder. Except as provided Section 4.4 of the Disclosure Schedule (Exhibit A) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) violate or conflict with any constitution, statute, regulation, rule, injunction, judgment, order, permit, decree, ruling, charge, or other restriction of any government, Government Body, court or arbitrator to which the

Company or any of its assets are subject; (ii) conflict with, result in a breach of, constitute a default under (or with notice or the lapse of time or both could result in a breach of or constitute a default), result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or consent under any Material Agreement; (iii) result in the creation or imposition of any lien, security interest or encumbrance in, to or on either of the Interests or any asset of the Company; or (iv) require the Company to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or Government Body, creditor or other third party in order to consummate the transactions contemplated by this Agreement.

4.5 Title. The Seller is the lawful owner of, and has good and marketable title to, the Membership Interest, free and clear of all liens, restrictions, claims, charges, security interests and encumbrances (contractual or otherwise) of any kind, nature or type whatsoever, except for encumbrances arising out of applicable securities laws and under the Company's current Operating Agreement. The Seller is the sole owner of the Membership Interest.

4.6 Liabilities.. The Company has no Liabilities, debts or obligations, contingent or otherwise, in excess of \$10,000 individually. Section 4.6 of the Disclosure Schedule contains an itemized list of any and all Company Material Agreements and Liabilities. All the documents listed Section 4.6 have been provided to the Buyer in their true and complete form.

4.7 Capitalization. When issued, the Membership Interest will be validly issued, fully paid and non-assessable. There are no securities outstanding which are convertible into, exchangeable for, or carrying the right to acquire, membership interest or interests, equity securities (or securities convertible into or exchangeable for equity securities) of the Company, or subscriptions, warrants, options, calls, convertible securities, registration or other rights or other arrangements or commitments obligating the Company to issue, transfer or dispose of any of its equity securities or any ownership interest therein and there are no pre-emptive rights in respect of any Company security. There are no outstanding obligations of the Company to repurchase, redeem or otherwise acquire any membership interest. True and correct copies of the Company's Operating Agreement, Articles of Organization and any other currently effective limited liability company organizational documents which in any way relate to the formation or limited liability organization of the Company or directly or indirectly relate to any rights of whatever nature or kind in any way involving the Company have been provided to Buyer. The Company does not currently, and has not since its inception, owned an equity interest in a subsidiary or other entity.

4.8 No Litigation. There is no litigation, proceeding, investigation, arbitration or claim pending or threatened against Seller, the Company, or its Affiliates or, to Seller's knowledge, threatened with respect to the Membership Interest, the Company, its assets, or the transactions contemplated herein. Neither Seller nor Company is aware of any proceedings that could interrupt its business.

4.9 No Pending Transactions. Except for this Agreement, neither Seller nor Company is a party to or bound by any agreement, undertaking or commitment to sell, lease, assign, transfer or exchange any membership interest in the Company to any other entity or

person.

4.10 Disclosure. No representation or warranty of Seller or the Company in this Agreement or any agreement, document or scheduled executed or delivered in connection with this Agreement contains any untrue statement of a material fact or omits to state any material fact which makes any such representation or warranty misleading. The Company has provided to the Buyer true and correct copies of all Company actions by written consent and meetings of Company members and managers, as applicable. There here are no Material Agreements or Liabilities that affect, control or concern the Seller's relationship to the Company or the Membership Interest.

4.11 Taxes.

(A) The Seller accurately, duly and timely filed all required tax returns prior to the date of this Agreement and duly and timely paid all taxes that have been incurred or are due and payable pursuant to such returns or pursuant to any assessment with respect to taxes in such jurisdictions, whether or not in connection with such Returns. No deficiency or proposed adjustment which has not been settled or otherwise resolved for any amount of Tax has been proposed, asserted or assessed by any tax authority against the Seller and Seller is not aware of any basis for such a deficiency or proposed adjustment to be made by any tax authority. There are no actions, suits, tax authority proceedings, proceedings or audits now in progress, pending, threatened, or expected against the Seller, and there are no liens for taxes (other than for current taxes not yet due and payable) now in place, pending, threatened, or expected against the Seller.

(B) The Company accurately, duly and timely filed all required returns prior to the date of this Agreement and duly and timely paid all taxes that have been incurred or are due and payable pursuant to such returns or pursuant to any assessment with respect to taxes in such jurisdictions, whether or not in connection with such returns. The Company is not the beneficiary of any extension of time to file any returns, except for any such extensions with are both disclosed to Buyer and for which the required returns are filed prior to Closing. No deficiency or proposed adjustment which has not been settled or otherwise resolved for any amount of Tax has been proposed, asserted or assessed by any tax authority against the Company. No claim has ever been made by any tax authority in a jurisdiction where the Company does not file returns that Company is or may be subject to taxation by such jurisdiction. There are no actions, suits, tax authority proceedings, proceedings or audits now in progress, pending or threatened against the Company, and there are no liens for taxes (other than for current taxes not yet due and payable) against the Company. The Company has never been the subject of any audit, investigation, or inquiry involving any tax authority.

(C) The Company has elected to be classified as a corporation for federal and state income tax purposes effective as of the Company's date of formation, and to file tax returns as a corporation, and has and shall file all tax returns and reports as required by law and these returns are true and correct in all material respects. The Company has paid all taxes and other assessments due. There are no current audits or Proceedings with any

tax authority relating to Taxes in progress, pending, or threatened in writing with respect to the Company. No written notice of any pending claim has been received from any tax authority for assessment or deficiency of taxes, and no such claim has been threatened in writing.

(D) To the Company's knowledge: no member of the Company has received written notice of any pending claim against it (which remains outstanding) from any tax authority for assessment or deficiency of material taxes, and no such claim has been threatened in writing; no claim has been made within the past three years by a tax authority in a jurisdiction in which a member of the Company does not file tax returns that such member is or may be subject to tax in that jurisdiction; and, all Company member Returns were correct and complete in all material respects and each member of the Company has timely filed all required Returns and paid all material Taxes (other than taxes not yet due and payable).

(E) The Company has withheld and paid all taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(F) The Company has not waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to a tax assessment or deficiency.

(G) The Company has not taken any positions related to taxes, on any return or otherwise, which (i) requires a reserve for taxes under U.S. generally accepted accounting principles, (ii) is an uncertain tax position within the meaning of Financial Accounting Standards Board Interpretation No. 48 (FIN 48), or (iii) could give rise to a substantial understatement of federal income tax within the meaning of Code section 6662.

(H) The Company is not and has not been a party to, or otherwise bound by, any tax allocation or tax sharing agreement, and the Company has not been a member of an affiliated group filing a consolidated federal income tax return. The Company does not have any liability or exposure to potential liability for taxes of any other person as a transferee, successor, by contract, or otherwise.

(I) The Company has provided complete and accurate information to the Buyer detailing (i) the Company's basis in each of its assets, (ii) the basis of the members of the Company in their respective membership interests in the Company, and (iii) the amount of any net operating loss, net capital loss, unused investment or other tax credit, and excess charitable deduction.

4.12 Compliance. The Company has operated and operates in compliance with all applicable Laws. The Company has not received any verbal or written notice from any government body or tax authority that indicates the existence or commencement of any proceeding. The Company has not been subject to any proceeding. No person or entity that is located within the vicinity of the Company has provided verbal or written complaints to the

Company about its operations. The Company has obtained all required local permits, approvals, and consents for the operation of its commercial cannabis activities in the City of Palm Springs, California and has obtained all required state temporary licenses for the same. The Company has submitted complete applications for state annual licenses covering all of its locally permitted activities and has no knowledge or reason to know that its state annual licensure for any commercial cannabis activity could be delayed or prohibited due to any fact or occurrence existing as of the Closing.

4.13 Exclusive Representations and Warranties. Other than the express representations and warranties set forth in this Article 4 or in any Ancillary Agreement, Seller and Company are not making any representations or warranties, express or implied.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

51 Organization. Buyer is a corporation organized, validly existing and in good standing under the laws of the Province of British Columbia. Buyer has the requisite power and authority to own, lease and operate the properties now owned, leased and operated by it and to carry on its businesses as currently conducted. Buyer is duly qualified to do business as a foreign entity in each jurisdiction in which the nature of its business or the character of its properties makes such qualification necessary, except where the failure to do so would not have a material adverse effect on Buyer.

52 Authority and Enforceability. Buyer has the requisite power and authority to enter into this Agreement and each Ancillary Agreement to which it is a party and to perform its obligations hereunder and thereunder. Buyer has taken all necessary action on its part to authorize the execution and delivery of this Agreement and each Ancillary Agreement to which it is a party and the performance of its obligations hereunder and thereunder. This Agreement and each Ancillary Agreement to which it is a party has been duly and validly executed and delivered by Buyer and is the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally.

53 No Violation, Etc. The execution and delivery of this Agreement and each Ancillary Agreement to which it is a party and the performance of the obligations hereunder and thereunder by Buyer does not and will not (a) violate or conflict with any provision of the charter documents of Buyer, (b) violate, or conflict with, or result in a breach of any provision of, or constitute a default or give rise to any right of termination, cancellation or acceleration (with the passage of time, notice or both) under any material agreement, lease, instrument, obligation, understanding or arrangement, oral or written, to which Buyer or any of its Affiliates is a party or by which any of Buyer's properties or assets is subject or (c) violate any Applicable

Law to which Buyer or any of its properties or assets are subject.

54 No Consents and Approvals. No permit, consent, approval or authorization of, or notice, declaration, filing or registration with, any governmental authority or Third Party is or will be necessary in connection with the execution and delivery by Buyer of this Agreement and each Ancillary Agreement to which it is a party or the performance by Buyer of its obligations hereunder and thereunder.

55 Litigation. There is no litigation, proceeding, investigation, arbitration or claim pending against Buyer or its Affiliates or, to Buyer's knowledge, threatened with respect to the transactions contemplated herein.

56 Exclusive Representations and Warranties. Other than the express representations and warranties set forth in this Article 5 or in any Ancillary Agreement, Buyer is not making any representations or warranties, express or implied.

ARTICLE 6 CLOSING

61 Closing. The consummation of the transactions contemplated herein (the "**Closing**") will take place subject to the closing conditions provided herein.

Within two (2) business days following mutual execution of the LLC Membership Interest Purchase Agreement ("**Purchase Agreement**"), Buyer shall deposit into a mutually agreed upon trust account as earnest money toward the payment of the Purchase Price an amount equal to \$50,000.00 (the "**Earnest Money**"). Following expiration of the Due Diligence Period (as herein defined), the Earnest Money shall be non-refundable.

Immediately upon the deposit of Buyer's Earnest Money, Buyer shall begin the cannabis license background check process with the city of Palm Springs. Buyer must complete and submit their cannabis application to the city's investigator within 30 business days following receipt of the Local Cannabis Application Materials from Seller.

Seller shall amend Seller's municipal dispensary application to include Buyer and submit to the appropriate City departments within 48 hours of Buyer's receipt of approval from the City of Palm Springs.

Upon qualifying approval from the city of Palm Springs, Buyer shall purchase an 80% membership interest in Leef Industries at a \$4,000,000 valuation, amounting to \$3,200,000, which shall be held in escrow. Buyer shall pass through to Seller \$320,000. Seller shall immediately amend Seller's application with all appropriate departments of the City of Palm Springs and State of California.

Within three (3) business days following the final approval from the city of Palm Springs and completed transfer of dispensary permits and licenses to Buyer, Buyer shall purchase the

remaining 20% membership interest in Leef Industries at a \$4,000,000 valuation. All payments from Buyer not passed through to Seller will be held in escrow until final approval from the city of Palm Springs and fully approved transfer of dispensary permits and licenses to Buyer.

Failure by the Buyer to comply with or perform any of the terms or conditions outlined in this Paragraph shall constitute a failure of the closing conditions. Upon such failure, Seller shall send Buyer written notice of the failure. If Buyer fails to remedy the failure within 7 days of the date of notice, Seller shall have the right to terminate the transaction and retain the Earnest Money.

62 Closing Deliverables.

(a) Seller's Deliverables. At the Closing, Seller shall deliver or have delivered to Buyer any document, certificate, or instrument reasonably requested by Buyer to evidence the transfer of the Membership Interest, including but not limited to the following:

(i) A Certificate, in a form reasonably satisfactory to Buyer, executed by Seller, as sole Member and executive officer of the Company, and dated as of the Closing Date, certifying that (A) each of the representations and warranties of Seller and Company set forth in this Agreement is true and correct as of the Closing Date as though made on and as of the Closing Date, and (B) Seller and Company have performed or complied with all obligations, conditions and covenants required to be performed by it under this Agreement at or prior to the Closing.

(ii) Bill of Sale, executed by Seller and dated as of the Closing Date, in the form of Exhibit B hereto (the "**Bill of Sale**");

(b) Buyer's Deliverables. At the Closing, Buyer shall have delivered to Seller the following:

(i) A Certificate, in a form reasonably satisfactory to Seller, executed by an executive officer of Buyer and dated of the Closing Date, certifying that (A) each of the representations and warranties of Buyer set forth in this Agreement is true and correct, in all material respects, as of the Closing Date as though made on and as of the Closing Date, and (B) Buyer has performed or complied with, in all material respects, all obligations, conditions and covenants required to be performed by it under this Agreement at or prior to the Closing; and

(ii) The Consideration.

63 Conditions to Obligations of Buyer. The obligations of Buyer to purchase the Membership Interest and to consummate the other transactions contemplated by this Agreement are subject to the satisfaction on and as of the Closing Date of each of the following conditions (or Buyer's expressed waiver of such condition in writing):

(a) Representations and Warranties. The representations and warranties of Seller and the Company set forth in this Agreement shall be true and correct, in all material respects, as of the Closing Date.

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

(c) Consents. The consents needed for execution of Purchase.

(d) No Injunction. There shall not have been issued and in effect any injunction or similar legal order prohibiting or restraining consummation the transaction contemplated by this Agreement.

(e) Closing Deliverables. On or before the Closing, Buyer shall have received from Seller each of the deliverables set forth in Section 6.2(a) above.

64 Conditions to the Obligations of Seller. The obligations of Seller to sell, assign, convey and deliver the Membership Interest hereof are subject to the satisfaction on and as of the Closing of each of the following conditions (or Seller's expressed waiver of such condition in writing):

(a) Representations and Warranties. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects as of the Closing.

(b) Performance of Obligations of Buyer. Buyer shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) Consents. The consents set forth in any Assigned Contract needed for assignability.

(d) No Injunction. There shall not have been issued and in effect any injunction or similar legal order prohibiting or restraining consummation the transaction contemplated by this Agreement.

(e) Closing Deliverables. On or before the Closing, Seller shall have received from Buyer each of the deliverables set forth in Section 6.2(b) above.

ARTICLE 7 POST-CLOSING COVENANTS AND AGREEMENTS

7.1 Additional Deliveries. For no additional consideration, from time to time, on

and after the Closing Date, at Buyer's request, Seller shall execute and deliver such additional or confirmatory instruments, documents of conveyance, endorsements, assignments and acknowledgments as are necessary to evidence or vest in Buyer the sole and exclusive membership interest in the Company and all permits, licenses or other approvals held by, applied for, or initiated for the Company.

7.2 Consultant. Seller agrees that for a period of six (6) months from the closing date he will offer his services as a consultant to the Buyer for no additional consideration.

7.3 Covenant Not to Compete. Seller agrees that for a period of ten (10) years from the closing date he will not either directly or indirectly own, have a proprietary interest (except for less than five percent (5%) of any listed company or company traded in the over-the-counter market) of any kind in, be employed by, or serve as a consultant to or in any other capacity for any firm, other than Buyer and its subsidiaries, engaged in the retail sale of cannabis, or other products presently distributed by company or any of its subsidiaries, within fifty (50) miles of the City of Palm Springs, California, without the express written permission of Buyer. Seller agrees that compliance with the agreement contained in this paragraph is necessary to protect the goodwill and other proprietary interest of Company and Buyer and that a breach of this agreement will result in irreparable and continuing damage to Buyer for which there will be no adequate remedy at law and in the event of any breach Buyer shall be entitled to injunctive and other and further relief including damages as may be proper.

ARTICLE 8 INDEMNIFICATION

81 By Seller. From and after the Closing Date, to the extent provided in this Article 8, Seller shall indemnify, defend and hold harmless Buyer and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any claims, suits or proceedings and any damages or liability therefrom or settlement thereof (including reasonable fees of attorneys and related costs) to the extent arising out of or related to (a) any breach of any representation, warranty, covenant or agreement of Seller contained in herein..

82 By Buyer. From and after the Closing Date, to the extent provided in this Article 8, Buyer shall indemnify, defend and hold harmless Seller and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any claims, suits or proceedings and any damages or liability therefrom or settlement thereof (including reasonable fees of attorneys and related costs) to the extent arising out of or related to (a) any breach of any representation, warranty, covenant or agreement of Buyer contained in this Agreement.

83 Indemnification Procedures. A Party (the "**Indemnitee**") that intends to claim indemnification under this Article 8 shall promptly notify the other Party (the "**Indemnitor**") in writing of any action, claim or liability in respect to which the Indemnitee or any of its Affiliates or its or their respective officers, directors, employees or agents intends to claim such indemnification. The Indemnitee shall permit and shall cause its employees and

agents to permit, the Indemnitor, at its discretion, to settle any such action, claim or liability and agrees to the complete control of such defense or settlement by the Indemnitor; provided, however, that such settlement does not materially and adversely affect the Indemnitee's rights hereunder or impose any obligations on the Indemnitee in addition to those set forth herein. No such action, claim or liability shall be settled by the Indemnitee without the prior written consent of the Indemnitor (which consent shall not be unreasonably withheld, delayed or conditioned), and the Indemnitor shall not be responsible for any fees or other costs incurred other than as provided herein. The Indemnitee, its employees, agents and Affiliates shall cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any action, claim or liability covered by this indemnification. The Indemnitee shall have the right, but not the obligation to be represented by counsel of its own selection at its own expense.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Arbitration.

(a) Any dispute arising out of or relating to this Agreement (including the Exhibits and Schedules referenced herein, the Ancillary Agreements and the other specific agreements contemplated herein or thereby) that cannot be resolved in thirty (30) days through good faith negotiation and discussion among the Parties shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect (the "**Arbitration Rules**"). The arbitration shall be conducted in the County of Riverside in the State of California unless otherwise agreed by the Parties in writing. The arbitration shall be conducted in the English language.

(b) The arbitration shall be conducted by a single, neutral arbitrator ("**Arbitrator**") selected as follows: Within ten (10) days after receipt of an arbitration notice from a Party, the Parties shall attempt in good faith to agree on an Arbitrator. If the Parties do not agree on an Arbitrator within ten (10) days after receipt of an arbitration notice, the Parties shall exchange lists containing the names of three (3) candidates proposed by each Party to serve in such capacity. No later than the five (5) days after the exchange of each Party's list of candidates, each Party shall deliver to the other a list ranking all six (6) candidates proposed by the Parties in order of preference (one (1) being the most preferred and six (6) being the least preferred). The candidate with the lowest aggregate ranking on the Parties' lists shall serve as the Arbitrator (with the candidate whose last name comes first alphabetically being chosen in case of a tie). If any candidate selected in accordance with the procedures provided in this Section is unable or unwilling to act as the Arbitrator, the candidate whose ranking is next lowest shall be approached until an Arbitrator is selected. If none of the candidates proposed by the Parties is capable or willing to serve as the Arbitrator, the Parties may either agree to repeat the process until an Arbitrator is selected or, at the election of either Party, proceed in accordance with the Arbitration Rules.

(c) The decision or award of the Arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in any jurisdiction. The Parties hereby expressly agree to waive the right to appeal from the decision of the Arbitrator.

Accordingly, there shall be no appeal to any court or other authority (government or private) from the decision of the Arbitrator, and the Parties shall not dispute nor question the validity of such decision or award before any regulatory or other authority in any jurisdiction where enforcement action is taken by the Party in whose favor the decision or award is rendered, except in the case the decision or award was procured by fraud. The Arbitrator shall, upon the request of either Party, issue a written opinion of the findings of fact and conclusions of law and shall deliver a copy to each of the Parties. Each Party shall bear its own costs and attorneys' fees, and the Parties shall equally bear the fees, costs, and expenses of the Arbitrator and the arbitration proceedings; provided, however, that the Arbitrator may exercise discretion to award costs, including reasonable and necessary attorneys' fees, to the prevailing Party.

9.2 Jurisdiction/Venue/Enforcement of Award. The Parties consent and submit to the exclusive personal jurisdiction and venue of the Supreme Court of the State of California and each Court located in the County of Riverside, State of California to compel arbitration in accordance with this Agreement, to enforce any arbitration award granted pursuant to this Agreement, including, any award granting equitable or injunctive relief, and to otherwise enforce this Agreement and carry out the intentions of the Parties to resolve all disputes arising under or in connection with this Agreement through arbitration.

ARTICLE 10 MISCELLANEOUS

10.1 Confidentiality.

(a) Each Party will treat as confidential the Confidential Information of the other Party, and will take all necessary precautions to assure the confidentiality of such Confidential Information. Each Party agrees to return to the other Party upon the expiration or termination of this Agreement all Confidential Information acquired from such other Party, except as to such information it may be required to retain under Applicable Laws, and except for one copy of such information to be retained by such Party solely to enable it to assess its compliance with the confidentiality provisions of this Section 10.1. From the date hereof through the period ending ten (10) years after the Closing Date (or the termination date if this Agreement is terminated prior to Closing pursuant to Article 7), neither Party shall, without the other Party's express prior written consent, use or disclose any such Confidential Information for any purpose other than to carry out its obligations hereunder. Each Party, prior to disclosure of Confidential Information of the other Party to any employee, consultant or advisor shall ensure that such Person is bound in writing to observe the confidentiality such Party's Confidential Information on terms no less restrictive than those contained herein. The obligations of confidentiality shall not apply to Confidential Information that the receiving Party is required by law or regulation to disclose, provided however that the receiving Party shall so notify the disclosing Party of its intent and cooperate with the disclosing Party on reasonable measures to protect the confidentiality of the Confidential Information. Seller hereby acknowledges and agrees that any Confidential Information of Seller on or before the Closing Date included in the Assets shall be Buyer's Confidential Information after the Closing Date.

10.2 Counterparts. This Agreement may be executed in counterparts, each of

which shall be deemed an original and all of which shall constitute a single document.

10.3 Entire Agreement. This Agreement, and the Exhibits and Schedules referenced herein, the Ancillary Agreements and the other specific agreements contemplated herein or thereby contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter.

10.4 Exhibits and Schedules. The Exhibits and Schedules referenced herein and attached hereto are incorporated into this Agreement by reference.

10.5 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California irrespective of the choice of laws principles of the State of California.

10.6 Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other Party; provided that either Party may assign or transfer this Agreement, to an Affiliate (provided the assigning Party remains liable hereunder), or to any Third Party in connection with the sale or transfer of the business to which this Agreement relates.

10.7 Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third party beneficiary rights in or on behalf of any other Person.

10.8 Notices. All notices required to be given hereunder shall be in writing and shall be given by personal delivery, by an internationally recognized overnight carrier or by registered or certified mail, postage prepaid with return receipt requested. All notices hereunder shall be addressed as follows:

If to Seller, to:

Kort Potter
Leef Industries
3700 E Vista Chino Unit D
Palm Springs, CA 92262

If to Buyer, to:

Trulieve Cannabis Corp.
c/o Trulieve, Inc. Legal Department
24671 US HWY 19 N
Clearwater, FL 33763

Either Party may, by notice to the other Parties given in the form specified in this Section 10.8,

change the address to which such notices are to be given. Notices delivered personally shall be deemed communicated as of actual receipt; notices sent via overnight courier shall be deemed received three (3) Business Days following sending; and notices mailed shall be deemed communicated as of seven (7) Business Days after mailing. A Party may change its address by written notice in accordance with this Section 10.8.

10.9 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or unenforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

10.10 Survival. Except as expressly set forth herein, the covenants, representations and warranties contained in this Agreement, and liability for the breach of any obligations contained herein, shall survive the Closing Date and shall remain in full force and effect.

10.11 No Implied Waiver. No failure or delay on the part of the Parties hereto to exercise any right, power or privilege hereunder or under any instrument executed pursuant hereto shall operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10.12 Amendments. Any amendment or modification of this Agreement shall only be valid if made in writing and signed by the Parties hereto.

10.13 Independent Contractors. The relationship between Seller on the one hand and Buyer on the other had is that of independent contractors and nothing herein shall be deemed to constitute the relationship of partners, joint ventures nor of principal and agent between Seller on the one hand and Buyer on the other hand.

10.14 Expenses. Except as expressly set forth herein, each Party shall pay all of its own fees and expenses (including all legal, accounting and other advisory fees) incurred in connection with the negotiation and execution of this Agreement and the arrangements contemplated hereby.

10.15 Representation By Counsel; Interpretation. Seller and Buyer each acknowledges that it has been represented by its own legal counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it, has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of Seller and Buyer.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties, intending to be bound hereby, have executed this Agreement as of the date first written above.

“Seller”

By: “Kort Potter”

Name: Kort Potter

Title: Sole Member, Leef Industries LLC

“Buyer”

Trulieve Cannabis Corp.

By: “Kim Rivers”

Name: Kim Rivers

Title: CEO, Trulieve Cannabis Corp.

EXHIBIT A
DISCLOSURE SCHEDULE

Section 4.4

Non-interruption of the Company's permit from the City of Palm Springs to operate a commercial cannabis dispensary is subject to approval of the City Manager and/or City Counsel of Palm Springs. Non-interruption of the Company's license from the California Bureau of Cannabis Control to operate a commercial cannabis dispensary is subject to disclosure to and/or approval of the Bureau of Cannabis Control.