

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “Agreement”) is made as of the 7th day of November, 2018 (the “Execution Date”), by and between Life Essence, Inc., a Massachusetts corporation (the “Company”), each of the individuals listed on Schedule A attached hereto (each, a “Seller,” collectively, the “Sellers,” and together with the Company, the “Seller Parties”) and Trulieve Cannabis Corp., a British Columbia corporation (“Buyer”). Buyer and the Seller Parties may be referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Sellers own, beneficially and of record, all of the issued and outstanding capital stock of the Company (the “Company Stock”); and

WHEREAS, Buyer intends to purchase from the Sellers, and the Sellers intend to sell to Buyer, all of the Company Stock, subject to the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of these premises, the respective covenants of Buyer and the Seller Parties 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:

“Adverse Suitability Determination” means a recommendation or determination by the Cannabis Control Commission, Massachusetts Department of Public Health, any municipality, or the staff of such government bodies or any other government body that Buyer, its Affiliates, its Representatives or any Other Person is not suitable for licensure in connection with a cannabis business in the Commonwealth of Massachusetts pursuant to 935 CMR 500, 935 CMR 501, 105 CMR 725, or any other provision of law.

“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 cannabis 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 Commonwealth of Massachusetts are authorized or obligated by law or executive order to close.

“Closing Payment” means the amount payable to the Sellers in connection with the Company’s first Qualified Site Location, determined in accordance with Section 3.1.

“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.

“Material Agreement” means any binding agreements, understandings, instruments or contracts to which the Company is a party that involve (a) obligations (contingent or otherwise) of, or payments to, the Company in excess of \$5,000, or (b) indemnification by the Company to any person or entity.

“Other Person” means, any Person, other than Buyer, its Affiliates and its and their Representatives, that is required to make applications, disclosures, certifications, or other submittals to any government body, including but not limited to the Cannabis Control Commission and Massachusetts Department of Public Health, in connection with the change of control of the Company resulting from the transactions contemplated by this Agreement or any application for a Provisional License by the Company.

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

“**Provisional License**” means any notice of a provisional certificate of registration issued by the Massachusetts Department of Public Health pursuant to 105 CMR 725 or Cannabis Control Commission, pursuant to 935 CMR 501 when effective, or any notice of a provisional marijuana establishment license issued by the Cannabis Control Commission pursuant to 935 CMR 500.

“**Qualified Site Location**” means a location within the Commonwealth of Massachusetts for which the Company (i) has received a Provisional License and (ii) has received all required approvals from, and/or provided all required notices to, any governmental body, organization, or individual in Massachusetts, in each case to the extent necessary pursuant to Applicable Laws in order to consummate the change of control of the Company and any of its Provisional Licenses resulting from the transactions contemplated by this Agreement.

“**Representative**” means, with respect to a Party, such Party’s officers, directors, employees, members, managers, equity holders, agents, consultants, advisors and representatives.

“**Third Party**” means any Person other than a Party and such Party’s Affiliates and Representatives (in their capacity as such).

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,” “Schedule” and “Exhibit” refer to the specified Article, Section, Schedule 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 STOCK

2.1 Conveyance of Stock. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Sellers shall irrevocably sell, assign, transfer, convey and deliver to Buyer all of their rights, privileges and interests in the Company Stock, and Buyer will purchase the Company Stock from the Sellers.

2.2 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 the Sellers and the purchase by Buyer of the Company Stock hereunder shall be paid by the Party against which such taxes, fees or duties are assessed.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price. In consideration of the Sellers' sale, transfer and assignment of the Company Stock, Buyer shall pay to the Sellers up to, but no more than, Three Million Nine Hundred Thousand Dollars (\$3,900,000) (the "**Purchase Price**"), in accordance with any or all of the following schedule and conditions:

(a) One Million Nine Hundred Thousand Dollars (\$1,900,000) shall be paid by Buyer to the Sellers within seven (7) days following the specific location of 259, 261 Cambridge St, Cambridge, MA (the "**Cambridge Qualified Site Location**") becoming a Qualified Site Location; and

(b) One Million Dollars (\$1,000,000) shall be paid by Buyer to the Sellers within seven (7) days following the specific location of 216 N. King St., Northampton, MA (the "**Northampton Qualified Site Location**") becoming a Qualified Site Location; and

(c) One Million Dollars (\$1,000,000) shall be paid by Buyer to the Sellers within seven (7) days following the specific location of 404 Middlesex Rd. Tyngsborough, MA (the "**Tyngsborough Qualified Site Location**") becoming a Qualified Site Location; and

(d) In the event that Buyer, any of its Affiliates, any of their respective Representatives, any Other Person, or the Company secures a Provisional License to sell recreational marijuana or medical marijuana at any location in the Commonwealth of Massachusetts, other than the three Qualified Site Locations identified in (a)-(c) above (an "**Other Qualified Site Location**"), Buyer shall pay the Sellers, within seven (7) days following the issuance of such Provisional License, an amount equal to 100% of the Purchase Price that has not been paid to the Sellers at such time; and

(e) Notwithstanding the foregoing or anything to the contrary contained herein, on the date that is six (6) months following the Closing Date, as such term is defined in Section 7.1 below, (the "**Drop Dead Date**"), Buyer shall pay to the Sellers an amount equal to 100% of the Purchase Price that has not been paid to the Sellers as of the Drop Dead Date.

In addition, upon execution of this Agreement by both Parties, Buyer shall pay the Sellers (i) the amount of Two Hundred Thousand Dollars (\$200,000) as consideration for entering into this binding Agreement *plus* (ii) the amount of Twenty-Five Thousand Dollars (\$25,000) as reimbursement to the Sellers for expenses of the Company prior to the Execution Date.

3.2 Payment Mechanics. All payments hereunder shall be made to the Sellers in accordance with the Sellers' pro rata portions set forth on the Allocation Schedule attached hereto as Schedule A, by wire transfer of immediately available funds to the bank accounts designated by each of the Sellers.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Buyer as follows:

4.1 Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. 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 the Company.

4.2 Authority and Enforceability. The Company has the requisite power and authority to enter into this Agreement and each of the closing documents to which the Company is a party (collectively, the “Ancillary Agreements”), and to perform its obligations hereunder and thereunder. The Company 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 the Company (or will be at the Closing) and is the legal, valid and binding obligation of the Company, enforceable against the Company 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.

4.3 No Violation, Etc. The execution and delivery of this Agreement and each Ancillary Agreement to which the Company is a party, and the performance of the obligations hereunder and thereunder by 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 Material Agreement, (c) violate or conflict with any Applicable Law to which the Company or any of its properties or assets are subject or (d) result in any Lien on any assets of the Company. Without limiting the foregoing, none of the Seller Parties have granted any right to any Third Party which would conflict with the conveyance of the Company Stock to Buyer.

4.4 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 the Company of this Agreement and each Ancillary Agreement to which it is a party or the performance by the Company of its obligations hereunder and thereunder, except as required by Massachusetts state or local law, rule, ordinance or regulation.

4.5 Title. The Sellers are the lawful owners of, and have good and marketable title to, the Company Stock, free and clear of all Liens.

4.6 Liabilities. To the Company’s knowledge, the Company has no Liabilities, debts or obligations, contingent or otherwise, in excess of \$25,000. Section 4.6 of the Disclosure Schedule contains an itemized list of any and all Material Agreements. All the documents listed Section 4.6 have been provided to Buyer in their true and complete form.

4.7 Capitalization. The Company Stock is validly issued, fully paid and non-assessable. There are no securities outstanding which are convertible into, exchangeable for, or carrying the right to acquire, capital stock (or securities convertible into or exchangeable for capital stock) 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 capital stock 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 capital stock. True and correct copies of the Company's Articles of Organization and Bylaws in effect as of the date of this Agreement 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, arbitration or claim pending or, to the Company's knowledge, threatened against the Company or its Affiliates or, to the Company's knowledge, threatened with respect to the Company Stock or the transactions contemplated herein.

4.9 No Pending Transactions. Except for this Agreement, none of the Seller Parties are a party to or bound by any agreement, undertaking or commitment to sell, lease, assign, transfer or exchange any interest in the Company to any other entity or person.

4.10 Disclosure. No representation or warranty of the Company in this Agreement or in any Ancillary Agreement to which the Company is a party contains any untrue statement of a material fact or omits to state any material fact which makes any such representation or warranty misleading.

4.11 Compliance. The Company has operated and operates in compliance with all Applicable Laws in the Commonwealth of Massachusetts. 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.

4.12 Due Diligence. No representation or warranty of the Company made to Buyer during due diligence leading to the execution of the Letter of Intent or this Agreement contains any untrue statement of material fact or omits to state any material fact which makes any such representation or warranty misleading.

4.13 Exclusive Representations and Warranties; Survival. Other than the express representations and warranties set forth in this Article 4 or in the certificate delivered to Buyer pursuant to Section 7.2(a)(i), the Company is not making any representations or warranties, express or implied, to Buyer regarding the Company in connection with this Agreement and the transactions contemplated hereby.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each Seller, severally and not jointly, hereby represents and warrants to Buyer as follows:

5.1 Authority and Enforceability. The Seller has the requisite power and authority to enter into this Agreement, and to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by the Seller and is the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

5.2 Title to Shares. The Seller is the lawful owner of, and has good and marketable title to, all of the shares of Company Stock set forth opposite the Seller's name on Schedule A attached hereto, free any clear of all Liens. Except as expressly provided in this Agreement, no Person has any right to purchase any of the shares of Company Stock owned by the Seller, and the Seller has no obligation to transfer any of his shares.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Seller Parties as follows:

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 Brokers. EIG Franklin, LLC is the only broker associated with the transaction contemplated herein, and Buyer shall be solely responsible for payment of any broker fees relating to this transaction to such entity.

6.6 Availability of Funds. Buyer has sufficient immediately available funds in cash to pay the Purchase Price to the Sellers, to make any and all other amounts payable by it pursuant to this Agreement, and to effect the transactions contemplated hereby.

6.7 Suitability for Massachusetts Cannabis Licensure. Buyer, its Affiliates, its or their Representatives and all Other Persons are suitable to hold the Provisional Licenses, and Buyer is not aware of any information that could result in an Adverse Suitability Determination in connection with the change of control of the Company and any of its Provisional Licenses resulting from the transactions contemplated by this Agreement.

6.8 Exclusive Representations and Warranties. Other than the express representations and warranties set forth in this Article 6 or in the certificate delivered to the Sellers pursuant to Section 7.2(b)(i), Buyer is not making any representations or warranties, express or implied. Buyer acknowledges and agrees that other than the express representations and warranties set forth in Article 4 or in the certificate delivered to Buyer pursuant to Section 7.2(a)(i), the Company is not making any representations or warranties, express or implied, and other than the express representations and warranties set forth in Article 5 or the certificates delivered to Buyer pursuant to Section 7.2(a)(ii), none of the Sellers is making any representations or warranties, express or implied, in each case in connection with this Agreement and the transactions contemplated hereby.

ARTICLE 7 CLOSING

7.1 Closing. The consummation of the transactions contemplated herein (the "**Closing**") will take place within seven (7) days after the Company secures its first Qualified Site Location (whether the Cambridge Qualified Site Location, the Northampton Qualified Site Location, the Tyngsborough Qualified Site Location or an Other Qualified Site Location), or at such other time and place as agreed to by Buyer and the Company in writing. The date on which the Closing actually occurs is referred to herein as the "**Closing Date**" and subject to the closing conditions provided herein.

7.2 Closing Deliverables.

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

(i) A certificate, in a form reasonably satisfactory to Buyer, executed by an executive officer of the Company, dated as of the Closing Date, certifying that (A) each of the representations and warranties of the Company 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) the Company has performed or complied with all obligations, conditions and covenants required to be performed by it under this Agreement at or prior to the Closing; and

(ii) A certificate, in a form reasonably satisfactory to Buyer, executed by each Seller, dated as of the Closing Date, certifying that (A) each of the representations and warranties of such Seller 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) such Seller has performed or complied with all obligations, conditions and covenants required to be performed by it under this Agreement at or prior to the Closing.

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

(i) A certificate, in a form reasonably satisfactory to the Company, 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 all obligations, conditions and covenants required to be performed by it under this Agreement at or prior to the Closing; and

(ii) The Closing Payment provided for in Section 3.1.

7.3 Conditions to Obligations of Buyer. The obligations of Buyer to purchase the Company Stock 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 express waiver of such condition in writing):

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

(b) Performance of Obligations of the Seller Parties. The Seller Parties 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) No Injunction. There shall not have been issued and in effect any injunction or similar legal order prohibiting or restraining consummation of the transaction contemplated by this Agreement.

(d) Closing Deliverables. On or before the Closing, Buyer shall have received from the Sellers each of the deliverables set forth in Section 7.2(a) above.

(e) Tyngsborough Option. Buyer shall have entered into a binding Option to Purchase with Beantown Bud, Inc., granting Buyer the sole and exclusive right to purchase free

and clear unencumbered title in the real property owned by Beantown Bud, Inc. (“**Beantown Bud**”) located at 404 Middlesex Rd., Tyngsborough, Middlesex County, Massachusetts (the “**Tyngsborough Property**”), for an aggregate purchase price of Two Hundred Thousand Dollars (\$200,000).

7.4 Conditions to the Obligations of the Sellers. The obligations of the Sellers to sell, assign, convey and deliver the Company Stock hereof are subject to the satisfaction on and as of the Closing of each of the following conditions (or the Sellers’ express 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) No Injunction. There shall not have been issued and in effect any injunction or similar legal order prohibiting or restraining consummation of the transaction contemplated by this Agreement.

(d) Closing Deliverables. On or before the Closing, the Sellers shall have received from Buyer each of the deliverables set forth in Section 7.2(b) above.

ARTICLE 8 COVENANTS AND AGREEMENTS

8.1 Additional Deliveries. For no additional consideration, from time to time, on and after the Closing Date, at Buyer’s request, the Sellers 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 interest in the Company Stock.

8.2 Best Efforts. From the Execution Date and until the Company has secured three (3) Qualified Site Locations (and, for the avoidance of doubt, the full Purchase Price has been paid to the Sellers), Buyer shall use its best efforts to take, or cause to be taken, all actions, or do or cause to be done, and to assist and cooperate with the other Parties in doing or causing to be done, all things necessary, proper, desirable or advisable in order to secure three (3) Qualified Site Locations and to otherwise consummate the transactions contemplated hereby, in the most expeditious manner practicable. Buyer shall be responsible for all costs, fees and expenses associated with securing Qualified Site Locations. In furtherance of the foregoing, the Sellers shall cooperate with any government body in securing all necessary approvals in connection with the change of control of the Company or any of its Provisional Licenses resulting from the transactions contemplated by this Agreement.

8.3 Consulting Arrangement. The Company shall engage Richard Tannenbaum as a consultant for the purpose of assisting the Company in its pursuit of securing Qualified Site

Locations, which consulting arrangement shall be on terms mutually agreeable to Buyer and Mr. Tannenbaum. Such consulting arrangement shall not be terminated by the Company or Buyer without the Sellers' consent until the Company has secured three Qualified Site Locations or has paid the full Purchase Price to the Sellers. For the avoidance of doubt, Mr. Tannenbaum may terminate the consulting arrangement at any time for any reason.

8.4 Interim Period Expenses. From the Execution Date until the Closing or earlier termination of this Agreement, Buyer shall pay, on behalf of the Company, all of the Company's operating expenses and costs. Without limiting the generality of the foregoing, Buyer shall take all of the actions set forth on Schedule 8.4 attached hereto, and shall pay all costs and expenses associated with such actions.

8.5 Covenant Not to Compete. Prior to the Closing Date, each Seller agrees that such Seller shall not engage in any Competitive Business Activity or work for any company which engages in any Competitive Business Activity in the Commonwealth of Massachusetts (except through the Company). During the period commencing on the Closing Date and ending on the earlier of (i) the date on which the Company receives three (3) Qualified Site Locations, (ii) the Drop Dead Date, or (iii) the date of termination of this Agreement pursuant to Section 10.1, each Seller agrees that it shall not, for themselves or on behalf of any other Person, engage in any Competitive Business Activity in any city or town in the Commonwealth of Massachusetts in which the Company has secured a binding interest in real property for the purpose of operating a dispensing location of a Registered Marijuana Dispensary as those terms are defined by 105 CMR 725, *et. seq.* or a marijuana retailer, as that term is defined by G. L. c. 94G . For the purposes of this Agreement, "**Competitive Business Activity**" means the operation of a dispensing location of a Registered Marijuana Dispensary as those terms are defined by 105 CMR 725, *et. seq.* or a marijuana retailer, as that term is defined by G. L. c. 94G, including the pursuit of Provisional Licenses related thereto.

8.6 Real Property. Other than the Tyngsborough Property, which is owned by Beantown Bud, all rights to purchase, rent or lease the real property intended for use in the conduct of the business of the Company as of the Execution Date are held by the Company. To the extent any rights to purchase, rent or lease real property intended for use in the conduct of the business of the Company are held by either MEDBLOB, LLC or Beantown Bud, the Sellers shall cause such rights to be assigned to the Company or Buyer. Following the Execution Date, any agreements entered into by the Sellers related to rights to purchase, rent or lease real property intended for use in the conduct of the business of the Company shall be entered into by the Company, and not by the Sellers individually, MEDBLOB, LLC, Beantown Bud or any other Person.

ARTICLE 9 INDEMNIFICATION

9.1 Survival. The representations and warranties of the Company, the Sellers and Buyer contained in this Agreement shall survive the Closing until the one-year anniversary of the Closing Date.

9.2 By the Sellers. From and after the Closing Date, to the extent provided in this Article 9, the Sellers, severally and not jointly, shall indemnify, defend and hold harmless Buyer and its Affiliates and their respective Representatives, successors and assigns (the “**Buyer Indemnified Parties**”) 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 any breach of any representation, warranty, covenant or agreement of the Company contained herein or in the certificate delivered to Buyer pursuant to Section 7.2(a)(i). From and after the Closing Date, to the extent provided in this Article 9, each 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 any breach of any representation, warranty, covenant or agreement of such Seller contained herein.

9.3 By Buyer. From and after the Closing Date, to the extent provided in this Article 9, Buyer shall indemnify, defend and hold harmless the Sellers and their Affiliates and their respective Representatives, 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 or the certificate delivered to the Sellers pursuant to Section 7.2(b)(i) and (b) the operation of the Company following the Closing, and Buyer hereby specifically releases the Sellers from all claims relating to the operation of the Company after such date.

9.4 Indemnification Procedures. A Party (the “**Indemnitee**”) that intends to claim indemnification under this Article 9 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 Representatives 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.

9.5 Limitations. Notwithstanding anything to the contrary contained herein, the aggregate amount that may be recovered by the Buyer Indemnified Parties pursuant to Section 8.2 shall not, in any event, exceed the Purchase Price actually paid to the Sellers, and the aggregate amount that any Seller shall be obligated to pay to the Buyer Indemnified Parties pursuant to Section 8.2 shall not, in any event, exceed the portion of the Purchase Price actually received in cash by such Seller. This Article 9 shall be the sole and exclusive remedy of the Parties with respect

to breaches of representations and warranties of the Parties contained in this Agreement or in any Ancillary Agreement, provided that nothing herein shall limit a Party's ability to pursue claims for specific performance or equitable relief under this Agreement. The indemnification obligations of the Sellers hereunder, and any payments to the Sellers pursuant to this Article 9, shall be allocated among the Sellers in the same manner as the Purchase Price, pursuant to Schedule A attached hereto.

ARTICLE 10 TERMINATION

10.1 Termination. This Agreement may be terminated at any time, whether prior to or after the Closing:

- (a) by the mutual consent of Buyer and the Seller Parties;
- (b) by the Seller Parties if the Closing has not occurred for any reason within twelve (12) months of the Execution Date; or
- (c) by either Party in the event of a material breach by the other Party.

10.2 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article 10, this Agreement shall become void and there shall be no liability on the part of any Party except:

- (a) the provisions of Article 12 shall survive termination of this Agreement for any reason;
- (b) nothing herein shall relieve any Party hereto from liability for any breach of any provision hereof; and
- (c) if this Agreement is terminated by the Seller Parties pursuant to Section 10.1(b), Buyer shall pay to the Sellers, no later than five (5) Business Days following such termination, fifty percent (50%) of the Purchase Price that has not been paid to the Sellers as of such termination.

ARTICLE 11 DISPUTE RESOLUTION

11.1 WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO

ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

11.2 Jurisdiction/Venue. This Agreement is entered into in the Commonwealth of Massachusetts and all issues arising hereunder shall be interpreted and governed in all respects by the laws of such state. The Parties consent and submit to the exclusive personal jurisdiction and venue of each Massachusetts state court located in Suffolk County, Massachusetts. Accordingly, the Parties waive any and all claims of *forum non conveniens*; and, each of the Parties agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state court located in Suffolk County, Massachusetts, any claim that such Party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court. The Parties further agree hereby agree not to remove any suit, action or other proceeding arising out of or based upon this Agreement to federal court. The prevailing party in any such action shall be entitled to recover its reasonable and necessary attorneys' fees and costs.

ARTICLE 12 MISCELLANEOUS

12.1 Confidentiality. 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 12.1 (which copy, for the avoidance of doubt, shall remain subject to this Section 12.1). 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 10), 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 or by a professional obligation to observe the confidentiality of 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. The Seller Parties hereby acknowledge and agree that any Confidential Information of the Company shall remain Confidential Information of the Company after the Closing Date, and shall treat such Confidential Information in accordance with this Section 12.1 following the Closing Date.

12.2 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.

123 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.

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

125 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts irrespective of the choice of laws principles of the Commonwealth of Massachusetts.

126 Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Buyer may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the Seller Parties; provided that Buyer remains liable for all obligations of Buyer hereunder. Buyer shall provide prompt written notice of any such assignment to the Sellers.

127 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.

128 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 the Sellers, or, prior to the Closing, the Company, to:

Richard S. Tannenbaum
50 Milk Street, 15th Floor
Boston, MA 02109

Jeffrey Greenberg, Esq.
1402 W. Swann Ave.
Tampa, FL. 33606

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

Foley Hoag LLP
155 Seaport Blvd.
Boston, MA 02210
Attn: Jesse Alderman and Erica Rice

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 12.8, 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 12.8.

129 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.

1210 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.

1211 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.

1212 Amendments. Any amendment or modification of this Agreement shall only be valid if made in writing and signed by the Parties hereto.

1213 Expenses. Except as expressly set forth herein, Buyer shall pay all 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. Without limiting the foregoing, on the Execution Date, Buyer shall pay the reasonable fees and expenses of Foley Hoag LLP, counsel to the Seller Parties.

1214 Representation By Counsel; Interpretation. Each Seller Party and Buyer 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 the Seller Parties and Buyer.

[Remainder of page intentionally left blank.]

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

"Company"

Life Essence, Inc.

By: "Jeffrey P. Greenberg"
Name: Jeffrey Greenberg, Esq.
Title: President

"Sellers"

"Jeffrey P. Greenberg"
Jeffrey Greenberg, Esq.

"Richard Tannenbaum"
Richard Tannenbaum

"Buyer"

Trulieve Cannabis Corp.

By: "Kim Rivers"
Name: Kim Rivers
Title: CEO

Richard Tannenbaum

**SCHEDULE A
ALLOCATION SCHEDULE**

| Name of Stockholder | Number of Shares of Company Stock | Pro Rata Portion |
|----------------------------|--|-------------------------|
| Jeffrey Greenberg | 50,000 | 50% |
| Richard Tannenbaum | 50,000 | 50% |

EXHIBIT A
DISCLOSURE SCHEDULE

Section 4.6 – Liabilities & Material Agreements

Assignment and Assumption of Lease Option between the Company and Beantown Bud, dated October 23, 2018, pursuant to which Beantown Bud assigned the following Lease Options to the Company: (i) Offer for Lease Option on Real Estate at 259 Cambridge Street, Cambridge, Massachusetts and (ii) Offer for Lease Option on Real Estate at 261 Cambridge Street, Cambridge, Massachusetts.

The Offer for Lease Option on Real Estate at 255 Cambridge Street, Cambridge, Massachusetts will be assigned by Beantown Bud to the Company prior to the Closing.

Offer to Purchase the real property known to the City of Holyoke as 56 Canal Street, North Bridge Street and 7 North Bridge Street.

Offer for Lease Option on Real Estate at 216 North King Street, Northampton, Massachusetts.

Lease agreement between the Company and Beantown Bud for two (2) certain condominium units referred to as Unit 11 and Unit 12 in Village Crossing Condominium, Tyngsborough, Massachusetts.

Host Community Agreement between the Company and the City of Holyoke.

Host Community Agreement for the Siting of a Marijuana Retail Establishment between the Company and the City of Northampton.

Host Community Agreement for the Siting of a Medical Marijuana Treatment Center between the Company and the City of Northampton.

The Company engages Preti Strategies for government affairs consulting and advising, for a fee of \$ [REDACTED] per month.

The Company intends to engage RJ O’Connell & Associates, Inc. to provide land surveying, civil engineering and permitting services to the Company, on the terms outlined in the proposal dated November 1, 2018, with fees estimated to be approximately \$ [REDACTED].

The Company intends to enter into a workforce training collaboration with Margaret Fuller House, and in connection with such collaboration the Company will make a donation of \$ [REDACTED] annually to the Margaret Fuller House.

Costs and expenses related to the Company’s corporate headquarters are approximately \$ [REDACTED] per month.

The Company owes Foley Hoag LLP approximately \$ [REDACTED] in unpaid legal fees as of the Execution Date.

SCHEDULE 8.4
INTERIM PERIOD ACTIVITIES

Buyer shall purchase the real property known to the City of Holyoke as 56 Canal Street, North Bridge Street and 7 North Bridge Street or extend the Offer to Purchaser dated October 16, 2018 with respect to the purchase of such property.