*No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. This prospectus supplement, together with the short form base shelf prospectus dated May 14, 2019 to which it relates, constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. The securities offered hereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States, and may not be offered, sold or delivered, directly or indirectly, in the United States of America, its territories and, possessions, any state of the United States or the District of Columbia (the "**United States**"), or to a "U.S. person" (as such term is defined in Regulation S under the U.S. Securities Act) (a "**U.S. Person**") unless exemptions from the registration requirements of the U.S. Securities Act and any applicable state securities laws are available. This prospectus supplement does not constitute an offer to sell or a solicitation of an offer to buy any of these securities within the United States or to, or for the account or benefit of, any person in the United States or any U.S. Person. See "Plan of Distribution".*

***Information has been incorporated by reference in this prospectus supplement from documents filed with securities commissions or similar authorities in Canada** . Copies of the documents incorporated herein by reference may be obtained on request without charge from the secretary of the issuer at 6749 Ben Bostic Road, Quincy, Florida, 32351, telephone (850) 480-7955, and are also available electronically at www.sedar.com.*

PROSPECTUS SUPPLEMENT
(TO A SHORT FORM BASE SHELF PROSPECTUS DATED MAY 14, 2019)

New Issue June 13, 2019

TRULIEVE CANNABIS CORP.

Up to US$68,600,000
Up to 70,000 9.75% Senior Secured Note Units
Price: US$980.00 per Unit

This prospectus supplement (the "**Prospectus Supplement**") of Trulieve Cannabis Corp. (the "**Company**" or "**Trulieve**"), together with the short form base shelf prospectus dated May 14, 2019 to which it relates (the "**Prospectus**"), qualifies the distribution of up to 70,000 units of the Company (the "**Units**") at a price (the "**Issue Price**") of US$980.00 per Unit. Each Unit will be comprised of one US$1,000 aggregate principal amount of 9.75% senior secured notes due 2024 of the Company (the "**Notes**") and 21 subordinate voting share purchase warrants of the Company (the "**Warrants**").

The Offering is being made pursuant to an agency agreement dated June 11, 2019 (the "**Agency Agreement**") among the Company and Canaccord Genuity Corp. (the "**Agent**"). The Agent has been retained to act as agent in connection with the Offering to conditionally offer the Units for sale if, as and when issued by the Company and accepted by the Agent on a "best efforts" basis in accordance with the conditions contained in the Agency Agreement. The Issue Price and certain other terms of the Offering were determined by arm's length negotiations between the Company and the Agent. See "*Plan of Distribution*".

The Notes will be issued pursuant to the terms and conditions of a note indenture (the "**Note Indenture**") to be dated as of the Closing Date (as hereinafter defined) between the Company and Odyssey Trust Company, as trustee thereunder (in such capacity, the "**Trustee**" or "**Collateral Trustee**"). The Notes will bear interest at the rate of 9.75% per annum, payable semi-annually, in equal instalments, in arrears on June 18 and December 18 of each year, commencing on December 18, 2019. Interest on overdue principal and interest will accrue at the applicable interest rate on the Notes. The Notes will be irrevocably and unconditionally guaranteed by certain of the Company's Restricted Subsidiaries (as hereinafter defined) and will mature on June 18, 2024. **The Notes will be issued in United States ("U.S.") dollars**.

At any time and from time to time prior to the date that is two years following the Closing Date, Trulieve may redeem all or a part of the Notes, upon not less than 15 nor more than 60 days' notice, at a redemption price equal to

100% of the principal amount of the Notes redeemed, plus the Applicable Premium (as hereinafter defined) and accrued and unpaid interest, if any, as of the applicable date of redemption (subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date). At any time prior to the date that is two years from the Closing Date, the Company may, on one or more occasions, redeem up to 35% of the aggregate principal amount of the Notes upon not less than 15 nor more than 60 days' notice, at a redemption price equal to 109.75% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, subject to the rights of Holders on the relevant record date to receive interest on the relevant interest payment date, with the net cash proceeds of one or more Equity Offerings (as hereinafter defined); provided that: (i) Notes in an aggregate principal amount equal to at least 65% of the aggregate principal amount of the Notes issued under the Indenture remain outstanding immediately after the occurrence of such redemption (excluding Notes held by the Company or its Affiliates (as hereinafter defined), and (ii) the redemption occurs within 90 days of the date of the closing of such Equity Offering. See "*Description of Securities Being Distributed - Notes*".

The Warrants will be governed by a warrant indenture (the "**Warrant Indenture**") to be dated as of the Closing Date between the Company and Odyssey Trust Company, as warrant agent thereunder (in such capacity, the "**Warrant Agent**"). Each Warrant will entitle the holder thereof to purchase one subordinate voting share of the Company (each, a "**Warrant Share**") at an exercise price of C$17.25 per Warrant Share at any time prior to 5:00 p.m. (Vancouver time) on the date that is three years following the Closing Date, subject to adjustment in certain events. The Notes and the Warrants comprising the Units will separate immediately upon the closing of the Offering. See "*Plan of Distribution*" and "*Description of Securities Being Distributed - Warrants*".

	Price to the Public	**Agent's Fee(1)**	**Net Proceeds(2)**
Per Unit	US$980.00	US$30.00	US$950.00
Total Offering	US$68,600,000	US$2,100,000	US$66,500,000

Notes:

(1) The Company has agreed to pay the Agent a cash fee (the "**Agent's Fee**") equal to 3.0% of the aggregate principal amount of the Notes sold pursuant to the Offering. See "*Plan of Distribution*".

(3) After deducting the Agent's Fee, but before deducing the expenses of the Offering (estimated to be approximately C$600,000) payable by the Company, which will be paid from the proceeds of the Offering.

The outstanding subordinate voting shares of the Company (the "**Subordinate Voting Shares**") are listed and posted for trading on the Canadian Securities Exchange (the "**CSE**") under the symbol "TRUL". On June 7, 2019, being the last trading day completed prior to the announcement of the Offering, the closing price of the Subordinate Voting Shares on the CSE was C$14.51. On June 12, 2019, the last trading day completed prior to the filing of this Prospectus Supplement, the closing price of the Subordinate Voting Shares on the CSE was C$14.26. The Company has applied to list the Notes, the Warrants and the Warrant Shares on the CSE. Listing will be subject to the Company fulfilling all of the requirements of the CSE. See "*Plan of Distribution*".

An investment in the Units is speculative and involves a high degree of risk. The risk factors identified in this Prospectus Supplement, the Prospectus and the documents incorporated by reference herein and therein should be carefully reviewed and evaluated by the Investor before purchasing the Units. See "*Risk Factors*" in this Prospectus Supplement, the Prospectus and the documents incorporated by reference herein and therein.

There is no underwriter involved in the Offering and the Offering has not been underwritten or guaranteed by any person. The Agent, as principal, conditionally offers the Units for sale, subject to prior sale, if, as and when issued by Trulieve and accepted by the Agent in accordance with the conditions contained in the Agency Agreement referred to under "*Plan of Distribution*" and subject to the approval of certain Canadian legal matters by DLA Piper (Canada) LLP on behalf of the Company and by Stikeman Elliott LLP on behalf of the Agent.

Subscriptions for the Units will be received subject to rejection or allotment, in whole or in part, and the Agent reserves the right to close the subscription books at any time without notice. Closing of the Offering is expected to take place on or about June 18, 2019, or such other date as may be agreed upon by the Company and the Agent, provided that the Notes and Warrants comprising the Units are to be taken up by the Agent on or before the date that is not later than 42 days after the date of this Prospectus Supplement (the "**Closing Date**"). See "*Plan of Distribution*".

Subject to applicable laws, the Agent may, in connection with the Offering, effect transactions which stabilize or maintain the market of the Notes and Warrants comprising the Units at levels other than those that might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time and must be brought to an end after a limited period. See "*Plan of Distribution*".

The Notes and Warrants comprising the Units will be deposited on the Closing Date with CDS Clearing and Depository Services Inc. ("**CDS**") or its nominee in electronic form, except in certain limited circumstances. A purchaser of Units will receive only a customer confirmation from the Agent or registered dealer from or through whom such securities are purchased and who is a CDS participant. No certificates evidencing the Notes or Warrants will be issued to investors except in limited circumstances. See "*Plan of Distribution*".

There is no minimum amount of funds that must be raised under the Offering. This means that the Company could complete the Offering after raising only a small proportion of the Offering set out above.

The earnings coverage ratio of the Company for the year ended December 31, 2018 was 8.35 and for the 12 months ended March 31, 2019 was 9.19. See "*Earnings Coverage Ratios*".

The Company has three classes of issued and outstanding shares: the Subordinate Voting Shares, the multiple voting shares ("**Multiple Voting Shares**") and the super voting shares (the "**Super Voting Shares**"). The Subordinate Voting Shares are "restricted securities" within the meaning of such term under applicable Canadian securities laws. The Subordinate Voting Shares, the Multiple Voting Shares and the Super Voting Shares are substantially identical with the exception of the multiple voting rights and conversion rights attached to the Multiple Voting Shares and super Voting Shares. The Subordinate Voting Shares entitle the holders to notice of and to attend at any meeting of the shareholders of the Company, except a meeting of which only holders of another particular class or series of shares of the Company have the right to vote. Each Subordinate Voting Share is entitled to one vote per Subordinate Voting Share, each Multiple Voting Share is entitled to 100 votes per Multiple Voting Share and each Super Voting Shares is entitled to 200 votes per Super Voting Share on all matters upon which the holders of shares are entitled to vote, and holders of Subordinate Voting Shares, Multiple Voting Shares and Super Voting Shares will vote together on all matters subject to a vote of holders of each of those classes of shares as if they were one class of shares, except to the extent that a separate vote of holders as a separate class is required by law or provided by the Company's articles. Each Multiple Voting Share is convertible into 100 Subordinate Voting Shares at any time at the option of the holders thereof and automatically in certain other circumstances. Each Super Voting Share is convertible into one Multiple Voting Share at any time at the option of the holders thereof and automatically in certain other circumstances. The holders of Subordinate Voting Shares have certain conversion rights in the event of a take-over bid for the Multiple Voting Shares and each of the Subordinate Voting Shares and Multiple Voting Shares benefit from contractual provisions that give them certain rights in the event of a take-over bid for the Super Voting Shares. See "*Description of the Share Capital of the Company – Take-Over Bid Protection*" in the Prospectus.

The directors and certain officers of the Company, all of whom reside outside of Canada, have appointed DLA Piper (Canada) LLP, Suite 2800, Park Place, 666 Burrard Street, Vancouver, British Columbia, V6C 27Z, as agent for service of process. Purchasers are advised that it may not be possible for investors to enforce judgments obtained in Canada against any person or company that resides outside of Canada, even if the party has appointed an agent for service of process.

No Canadian securities regulator has approved or disapproved of the securities offered hereby, passed upon the accuracy or adequacy of this Prospectus Supplement or the Prospectus or determined if this Prospectus Supplement or the Prospectus are truthful or complete. Any representation to the contrary is an offence.

The Company's head office is located at 6749 Ben Bostic Road, Quincy, Florida, 32351, telephone (850) 480-7955, and its registered office is located at Suite 2800, Park Place, 666 Burrard Street, Vancouver, British Columbia, V6C 27Z.

This Prospectus Supplement is being filed in relation to the distribution of securities of an entity that currently derives, directly, substantially all of its current revenues from the cannabis industry in the State of Florida, which industry is illegal under United States federal law and enforcement of relevant laws is a significant risk. The Company is directly involved (through its licensed subsidiary, Trulieve, Inc. ("Trulieve US")) in the cannabis industry in the State of Florida where local state laws permit such activities. Currently, Trulieve US is directly engaged in the cultivation, possession, use, sale and distribution of medical cannabis in the State of Florida. The State of Florida has legalized the medical use of cannabis and has not legalized the recreational use of cannabis.

On November 8, 2018, the Company announced it had entered into a stock purchase agreement to acquire all of the issued and outstanding capital stock of Life Essence, Inc. ("Life Essence"), a Massachusetts corporation currently in the permitting and development phase for multiple adult-use and medical cannabis retail locations, and a cultivation and product manufacturing facility in the Commonwealth of Massachusetts. Life Essence has been awarded letters of support from the cities of Northampton, Cambridge and Holyoke, Massachusetts, and is applying for licenses to build and operate three medical Registered Marijuana Dispensaries, three recreational marijuana licenses, and a 126,000 square foot cultivation and processing facility. When completed, these initiatives will allow Life Essence to build out its infrastructure and engage in cannabis cultivation, processing and retailing in the Commonwealth of Massachusetts.

On November 8, 2018, the Company announced it had entered into a LLC membership interest purchase agreement to acquire all of the issued and outstanding membership interests of Leef Industries, LLC ("Leef Industries"), a licensed medical and adult-use cannabis dispensary located in Palm Springs, California. As a result of the acquisition of Leef Industries, the Company is currently directly engaged in the sale of medical and adult-use cannabis in the State of California.

On May 21, 2019, the Company announced it had acquired all of the issued and outstanding securities of The Healing Corner, Inc. ("Healing Corner"), a medical marijuana dispensary located in Bristol, Connecticut. As a result of the acquisition of Healing Corner, the Company is currently directly engaged in the sale of medical cannabis in the State of Connecticut.

The United States federal government regulates drugs through the Controlled Substances Act (21 U.S.C. § 811) (the "CSA"), which places controlled substances, including cannabis, in a schedule. Cannabis is classified as a Schedule I drug. Under United States federal law, a Schedule I drug or substance has a high potential for abuse, no accepted medical use in the United States, and a lack of accepted safety for the use of the drug under medical supervision. The United States Food and Drug Administration has not approved marijuana as a safe and effective drug for any indication.

In the United States, marijuana is largely regulated at the State level. State laws regulating cannabis are in direct conflict with the CSA, which makes cannabis use and possession federally illegal. Although certain states authorize medical or adult-use cannabis production and distribution by licensed or registered entities, under U.S. federal law, the possession, use, cultivation, and transfer of cannabis and any related drug paraphernalia is illegal, and any such acts are criminal acts under United States federal law. The Supremacy Clause of the United States Constitution establishes that the United States Constitution and federal laws made pursuant to it are paramount and, in case of conflict between federal and state law, the federal law shall apply. Third party service providers could suspend or withdraw services as a result of the Company operating in an industry that is illegal under United States federal law.

On January 4, 2018, former United States Attorney General Jeff Sessions issued a memorandum (the "Sessions Memo") to United States district attorneys which rescinded previous guidance from the U.S. Department of Justice specific to cannabis enforcement in the United States, including the Cole Memo (as defined herein). With the Cole Memo rescinded, United States federal prosecutors have been given discretion in determining whether to prosecute cannabis related violations of United States federal law. In the absence of a uniform federal policy, as had been established by the Cole Memo, numerous United States Attorneys with state-legal marijuana programs within their jurisdictions have announced enforcement priorities for their respective offices. For instance, on July 10, 2018, Andrew Lelling, United States Attorney for the District of Massachusetts, stated that while his office would not immunize any businesses from federal

prosecution, he anticipated focusing the office's marijuana enforcement efforts on: (1) overproduction; (2) targeted sales to minors; and (3) organized crime and interstate transportation of drug proceeds. Other United States attorneys provided less assurance, promising to enforce federal law, including the CSA in appropriate circumstances. Former United States Attorney General Sessions resigned on November 7, 2018 and was replaced by William Barr on February 14, 2019. It is unclear what specific impact this development will have on U.S. federal government enforcement policy. If the Department of Justice policy under Attorney General Barr was to aggressively pursue financiers or equity owners of cannabis-related business, and United States Attorneys followed such Department of Justice policies through pursuing prosecutions, then the Company could face (i) seizure of its cash and other assets used to support or derived from its cannabis operations, (ii) the arrest of its employees, directors, officers and managers. There is no guarantee that state laws legalizing and regulating the sale and use of cannabis will not be repealed or overturned, or that local governmental authorities will not limit the applicability of state laws within their respective jurisdictions. Unless and until the United States Congress amends the CSA with respect to cannabis (and as to the timing or scope of any such potential amendments there can be no assurance), there is a risk that federal authorities may enforce current U.S. federal law. If the United States federal government begins to enforce United States federal laws relating to cannabis in states where the sale and use of cannabis is currently legal, or if existing applicable state laws are repealed or curtailed, Trulieve's business, results of operations, financial condition and prospects would be materially adversely affected.

Although the Cole Memo has been rescinded, one legislative safeguard for the medical marijuana industry remains in place: Congress has passed a so-called "rider" provision in the FY 2015, 2016, 2017 and 2018 Consolidated Appropriations Acts to prevent the federal government from using congressionally appropriated funds to enforce federal marijuana laws against regulated medical marijuana actors operating in compliance with state and local law. The rider is known as the "Rohrabacher-Farr" Amendment after its original lead sponsors (it is also sometimes referred to as the "Rohrabacher-Blumenauer" or "Joyce-Leahy" Amendment, but it is referred to in this Prospectus as "Rohrabacher-Farr"). Most recently, the Rohrabacher-Farr Amendment (now known colloquially as the "Joyce-Leahy Amendment" after its most recent sponsors) was included in the Consolidated Appropriations Act of 2019, which was signed by President Trump on February 14, 2019 and funds the departments of the federal government through the fiscal year ending September 30, 2019. In signing the Act, President Trump issued a signing statement noting that the Act "provides that the Department of Justice may not use any funds to prevent implementation of medical marijuana laws by various States and territories," and further stating "I will treat this provision consistent with the President's constitutional responsibility to faithfully execute the laws of the United States." While the signing statement can fairly be read to mean that the executive branch intends to enforce the CSA and other federal laws prohibiting the sale and possession of medical marijuana, the president did issue a similar signing statement in 2017 and no major federal enforcement actions followed. The Rohrabacher-Farr Amendment expires on September 30, 2019. See "Regulatory Overview - Regulation of Cannabis in the United States Federally" in the Prospectus.

There is no guarantee that state laws legalizing and regulating the sale and use of cannabis will not be repealed or overturned, or that local governmental authorities will not limit the applicability of state laws within their respective jurisdictions. Unless and until the United States Congress amends the CSA with respect to medical cannabis (and as to the timing or scope of any such potential amendments there can be no assurance), there is a risk that federal authorities may enforce current U.S. federal law. If the United States federal government begins to enforce United States federal laws relating to cannabis in states where the sale and use of cannabis is currently legal, or if existing applicable state laws are repealed or curtailed, Trulieve's business, results of operations, financial condition and prospects would be materially adversely affected.

Marijuana remains a Schedule I controlled substance under the CSA, and neither the Cole Memo nor its rescission nor the continued passage of the Rohrabacher-Farr Amendment has altered that fact. The federal government of the United States has always reserved the right to enforce federal law in regard to the sale and disbursement of medical or adult-use marijuana, even if state law sanctions such sale and disbursement. If the United States federal government begins to enforce United States federal laws relating to cannabis in states where the sale and use of cannabis is currently legal, or if existing applicable state laws are repealed or curtailed, the Company's business, results of operations, financial condition and prospects would be materially adversely affected.

Additionally, under United States federal law, it may potentially be a violation of federal money laundering statutes for financial institutions to take any proceeds from the sale of any Schedule I controlled substance. Due to the CSA categorization of marijuana as a Schedule I drug, federal law makes it illegal for financial institutions that depend on the Federal Reserve's money transfer system to take any proceeds from marijuana sales as deposits. Banks and other financial institutions could be prosecuted and possibly convicted of money laundering for providing services to cannabis businesses under the United States Currency and Foreign Transactions Reporting Act of 1970 (the "Bank Secrecy Act"), as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA Patriot Act). Therefore, under the Bank Secrecy Act, banks or other financial institutions that provide a cannabis business with a checking account, debit or credit card, small business loan, or any other service could be found guilty of money laundering, aiding and abetting or conspiracy.

In light of the political and regulatory uncertainty surrounding the treatment of U.S. cannabis-related activities, including the rescission of the Cole Memo discussed above, on February 8, 2018 the Canadian Securities Administrators published a CSA Staff Notice 51-352 – (Revised) Issuers with U.S. Marijuana-Related Activities ("Staff Notice 51-352") setting out the Canadian Securities Administrator's disclosure expectations for specific risks facing issuers with cannabis-related activities in the United States. Staff Notice 51-352 includes additional disclosure expectations that apply to all issuers with U.S. cannabis-related activities, including those with direct and indirect involvement in the cultivation and distribution of cannabis, as well as issuers that provide goods and services to third parties involved in the U.S. cannabis industry. The Company is directly involved in the cultivation and distribution of cannabis in the United States for purposes of Staff Notice 51-352.

For these reasons, the Company's operations in the United States cannabis market may subject the Company to heightened scrutiny by regulators, stock exchanges, clearing agencies and other United States and Canadian authorities. There are a number of risks associated with the business of the Company. See section entitled "Regulatory Overview" and "Risk Factors" in the Prospectus and in the Annual Information Form (as hereinafter defined) for more information about the risks concerning the Company's business and operations.

PROSPECTUS SUPPLEMENT

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PROSPECTUS

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this Prospectus Supplement, which describes the terms of the Offering and also adds to and updates information contained in the Prospectus and the documents incorporated by reference therein. The second part, the Prospectus, gives more general information, some of which may not apply to the Offering. If the information varies between this Prospectus Supplement and the Prospectus, the information in this Prospectus Supplement supersedes the information in the accompanying Prospectus.

No person is authorized by the Company to provide any information or to make any representation other than as contained in this Prospectus Supplement or the Prospectus in connection with the issue and sale of the Notes hereunder. Investors should rely only on the information contained or incorporated by reference in this Prospectus Supplement and the Prospectus in connection with the purchase of the Notes. Information in this Prospectus Supplement updates and modifies the information in the accompanying Prospectus and information incorporated by reference therein. Investors should assume that the information appearing in this Prospectus Supplement and the Prospectus is accurate only as of the date on the front of such documents and that information contained in any document incorporated by reference is accurate only as of the date of that document unless specified otherwise. The Company's business, financial condition, financial performance and prospects may have changed since those dates.

The address of the Company's website is www.trulieve.com. Information contained on the Company's website does not form part of this Prospectus Supplement or the Prospectus nor is it incorporated by reference herein or therein. Investors should rely only on information contained or incorporated by reference in this Prospectus Supplement and the Prospectus.

Unless otherwise noted or the context indicates otherwise, the "Company", "Trulieve", "we", "us" and "our" refer to Trulieve Cannabis Corp. and its material subsidiaries, Trulieve, Inc. ("**Trulieve US**"), Leef Industries, LLC ("**Leef Industries**"), Life Essence, Inc. ("**Life Essence**"), Trulieve Holdings, Inc. ("**Trulieve Holdings**") and The Healing Corner, Inc. ("**Healing Corner**").

Unless otherwise indicated, information contained or incorporated by reference in this Prospectus Supplement and the Prospectus concerning the Company's industry and the markets in which it operates or seeks to operate is based on information from third party sources, industry reports and publications, websites and other publicly available information, and management studies and estimates. Unless otherwise indicated, the Company's estimates are derived from publicly available information released by third party sources as well as data from the Company's own internal research, and include assumptions which the Company believes to be reasonable based on management's knowledge of the Company's industry and markets. The Company's internal research and assumptions have not been verified by any independent source, and the Company has not independently verified any third party information. While the Company believes that such third party information to be generally reliable, such information and estimates are inherently imprecise. In addition, projections, assumptions and estimates of the Company's future performance or the future performance of the industry and markets in which the Company operates are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in this Prospectus Supplement, the Prospectus and the documents incorporated by reference therein.

This Prospectus Supplement, the Prospectus and the documents incorporated therein by reference include references to the Company's trademarks, including, without limitation, Trulieve®, which is protected under applicable intellectual property laws and are the Company's property. The Company's trademarks and trade names referred to in this Prospectus Supplement, the Prospectus and the documents incorporated therein by reference may appear without the ® or ™ symbol, but references to the Company's trademarks and trade names in the absence of such symbols are not intended to indicate, in any way, that the Company will not assert, to the fullest extent under applicable law, its rights to these trademarks and trade names. All other trademarks and trade names used in this Prospectus Supplement, the Prospectus or in documents incorporated therein by reference are the property of their respective owners.

The financial statements of Trulieve incorporated by reference in this Prospectus Supplement and the Prospectus are reported in United States dollars and have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board. Certain calculations included in

tables and other figures in this Prospectus Supplement, the Prospectus and the documents incorporated by reference therein may have been rounded for clarity of presentation.

Unless the context otherwise requires, all references to "$", "C$" and "dollars" mean references to the lawful money of Canada. All references to "US$" refer to United States dollars. On June 12, 2019, the daily exchange rate for the United States dollar in terms of Canadian dollars, as quoted by the Bank of Canada, was US$1.00 = C$1.3303.

MARKETING MATERIALS

Any "template" version of any "marketing materials" (as such terms are defined under applicable Canadian securities laws) that are prepared in connection with the Offering are not part of this Prospectus Supplement and the Prospectus to the extent that the contents of the template version of the marketing materials have been modified or superseded by a statement contained in this Prospectus Supplement or the Prospectus. Any template version of any marketing materials that has been, or will be, filed on the Canadian System for Electronic Document Analysis and Retrieval ("**SEDAR**") at www.sedar.com in connection with the Offering after the date of this Prospectus Supplement and before the termination of the distribution under the Offering (including any amendments to, or an amended version of, any template version of any marketing materials) is deemed to be incorporated by reference into this Prospectus Supplement and the Prospectus solely for the purposes of the Offering.

FORWARD-LOOKING INFORMATION

This Prospectus Supplement, the Prospectus and the documents incorporated by reference therein contain certain "forward-looking information" and "forward-looking statements" within the meaning of applicable Canadian securities legislation (collectively, "**forward-looking information**") which are based upon the Company's current internal expectations, estimates, projections, assumptions and beliefs. Such information can be identified by the use of forward-looking terminology such as "expect", "likely", "may", "will", "should", "intend", or "anticipate", "potential", "proposed", "estimate" and other similar words, including negative and grammatical variations thereof, or statements that certain events or conditions "may" or "will" happen, or by discussions of strategy. Forward-looking information include estimates, plans, expectations, opinions, forecasts, projections, targets, guidance, or other statements that are not statements of fact. Such forward-looking information are made as of the date of this Prospectus, or in the case of documents incorporated by reference herein, as of the date of each such document. Forward-looking information in this Prospectus, any Prospectus Supplement or the documents incorporated by reference herein and therein include, but are not limited to, statements with respect to:

- the performance of the Company's business and operations;
- the receipt and/or maintenance by the Company of required licenses and third party consents in a timely manner or at all;
- the intention to grow the business, operations and potential activities of the Company;
- the expected growth in the number of patients using the Company's medical marijuana;
- the expected growth in the number of patients using the Company's cannabis products;
- the competitive conditions of the industry;
- applicable laws, regulations and any amendments thereof;
- the competitive and business strategies of the Company;
- the Company's operations in the United States, the characterization and consequences of those operations under federal United States law, and the framework for the enforcement of medical and recreational cannabis and cannabis-related offenses in the United States;
- the proposed acquisition of all of the outstanding membership interests of Leef Industries;
- the completion of additional cultivation and production facilities;
- the general economic, financial market, regulatory and political conditions in which the Company operates;
- the terms and conditions of the Notes and the Warrants comprising the Units;
- the Company's proposed use of the net proceeds of the Offering; and
- the medical benefits, viability, safety, efficacy and social acceptance of cannabis.

Forward-looking information contained in certain documents incorporated by reference in this Prospectus Supplement and the Prospectus are based on the key assumptions described in such documents. Certain of the

forward-looking information contained herein and in the Prospectus or the documents incorporated by reference therein concerning the medical cannabis and adult-use cannabis industry, the general expectations of Trulieve related thereto, the completion of contemplated acquisitions on their current terms and current contemplated timelines; the Company's ability to implement its growth strategies and business plan; the Company's ability to keep pace with changing consumer preferences; the ongoing ability of the Company to conduct business in the regulatory environments in which the Company operates and may operate in the future; the profitability or liquidity of the Company and the impact of increased debt and interest costs; and the Company's business and operations are based on estimates prepared by Trulieve using data from publicly available governmental sources, as well as from market research and industry analysis and on assumptions based on data and knowledge of this industry which the Company believes to be reasonable. However, although generally indicative of relative market positions, market shares and performance characteristics, such data is inherently imprecise. While Trulieve is not aware of any misstatement regarding any industry or government data presented herein, the current medical marijuana industry involves risks and uncertainties and are subject to change based on various factors.

Readers are cautioned that the above list of cautionary statements is not exhaustive. A number of factors could cause actual events, performance or results to differ materially from what is projected in forward-looking information. The purpose of forward-looking information is to provide the reader with a description of management's expectations, and such forward-looking information may not be appropriate for any other purpose. You should not place undue reliance on forward-looking information contained in this Prospectus Supplement, the Prospectus or in any document incorporated by reference therein or therein. Although the Company believes that the expectations reflected in such forward-looking information are reasonable, it can give no assurance that such expectations will prove to have been correct. Trulieve undertakes no obligation to update or revise any forward-looking information, whether as a result of new information, future events or otherwise, except as required by applicable law. The forward-looking information contained in this Prospectus Supplement, the Prospectus and the documents incorporated by reference therein are expressly qualified in their entirety by this cautionary statement. Investors should read this entire Prospectus Supplement and the Prospectus, and consult their own professional advisors to ascertain and assess the income tax and legal risks and other aspects associated with holding the securities being offered for sale hereunder.

CAUTIONARY NOTE REGARDING NON-GAAP FINANCIAL MEASURES

The Company uses certain non-GAAP performance measures such as adjusted EBITDA (loss) and working capital in this Prospectus Supplement, the Prospectus or in documents incorporated by reference therein, which are not measures calculated in accordance with IFRS and have limitations as analytical tools. These performance measures have no meaning under IFRS and therefore amounts presented may not be comparable to similar data presented by other companies. The most direct comparable measure to adjusted EBITDA (loss) (excluding fair value adjustment to inventory and biological assets) calculated in accordance with IFRS is income from operations (loss), less depreciation and amortization less fair value adjustment related to inventory and biological assets. The Company defines working capital as current assets less current liabilities. These measures should not be considered in isolation or as a substitute for any standardized measure under IFRS. The data is intended to provide additional information and should not be considered in isolation or as a substitute for measures of performance such as net income (loss) or other data prepared in accordance with IFRS.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus Supplement is deemed to be incorporated by reference into the Prospectus solely for the purposes of this Offering. Other documents are also incorporated or are deemed to be incorporated by reference into the Prospectus and reference should be made to the Prospectus for full particulars thereof.

Copies of the documents incorporated by reference in this Prospectus Supplement and the Prospectus and not delivered with this Prospectus Supplement may be obtained on request without charge from the Corporate Secretary of Trulieve at 6749 Ben Bostic Road, Quincy, Florida, 32351, telephone (850) 480-7955, and are also available electronically through SEDAR at www.sedar.com.

As of the date of this Prospectus Supplement, the following documents, filed with the securities commissions or similar regulatory authorities in each of the provinces of Canada, other than the Province of Quebec, are

specifically incorporated by reference into, and form an integral part of, this Prospectus Supplement and the Prospectus as of the date of this Prospectus Supplement:

- the sections entitled "Description of Securities – Prior Sales", "Principal Shareholders", "Indebtedness of Directors and Officers" and "Executive Compensation", as well as the audit opinion dated September 11, 2018 for the Trulieve, Inc. financial statements for the year ended December 31, 2017 and Schedule "E" in the listing statement of the Company dated September 25, 2018 (the "**Listing Statement**");

- the annual information form of the Company for the year ended December 31, 2018 dated April 10, 2019 (the "**Annual Information Form**");

- the Company's audited financial statements as at and for the financial years ended December 31, 2018 and December 31, 2017, and related notes thereto, together with the independent auditors' report thereon;

- the management's discussion and analysis for the financial year ended December 31, 2018;

- the Company's unaudited condensed interim consolidated financial statements for the three month periods ended March 31, 2019 and 2018;

- the Company's management's discussion and analysis for the three month period ended March 31, 2019;

- the management information circular of the Company dated May 13, 2019 prepared in connection with an annual meeting of shareholders of the Company to be held on June 24, 2019;

- the "template version" (as defined under applicable Canadian securities laws) of the investor presentation for the Offering dated June 10, 2019;

- the "template version" (as defined under applicable Canadian securities laws) of the indicative term sheet for the Offering dated June 10, 2019; and

- the amended version of the term sheet dated June 11, 2019.

Any documents of the type required to be incorporated by reference herein pursuant to National Instrument 44-101 – *Short Form Prospectus Distributions*, including any annual information form, all material change reports (excluding confidential reports, if any), all annual and interim financial statements and management's discussion and analysis relating thereto, or information circular or amendments thereto that the Company files with any securities commission or similar regulatory authority in Canada after the date of this Prospectus Supplement and prior to the termination of the Offering will be deemed to be incorporated by reference in this Prospectus Supplement.

Any statement contained in this Prospectus Supplement, the Prospectus or any document incorporated or deemed to be incorporated by reference in this Prospectus Supplement or the Prospectus for the purposes of the Offering shall be deemed to be modified or superseded for purposes of this Prospectus Supplement and the Prospectus to the extent that a statement contained in this Prospectus Supplement, the Prospectus or any other subsequently filed document which also is or is deemed to be incorporated by reference in this Prospectus Supplement or the Prospectus modifies or supersedes such prior statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document which it modifies or supersedes. The making of such a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not constitute a part of this Prospectus Supplement or the Prospectus, except as so modified or superseded.

The following summary contains basic information about the Offering and is not intended to be complete. It does not contain all the information that is important to you. You should carefully read this entire Prospectus Supplement, the Prospectus and the documents incorporated by reference herein and therein before making an investment decision.

Company	Trulieve Cannabis Corp.
Securities offered	Up to 70,000 Units, each comprised of one US$1,000 principal amount of Notes and 21 Warrants.
Notes:	9.75% Senior Secured Notes due 2024.
Warrants:	Each Warrant will be exercisable to acquire one Warrant Share at an exercise price of C$17.25 per Warrant Share at any time on or before 5:00 p.m. (PST) on the date that is three years following the Closing Date, subject to adjustment in certain events.
Original Issuer Discount	2.0%.
Issue Price	US$980.00 per Unit.
Interest	9.75% per annum, calculated and payable semi-annually, in equal instalments, in arrears.
Interest Payment Dates	June 18 and December 18 of each year. The initial coupon payment, payable on December 18, 2019, will be US$48.75 per US$1,000 principal amount of the Notes.
Maturity	June 18, 2024.
Security	Secured by a general security agreement over the assets of the Company (other than the shares of the Unrestricted Subsidiaries (as herein defined)) and a pledge of the shares of certain Restricted Subsidiaries (as hereinafter defined) of the Company. The noteholders will be entitled to a Lien (as hereinafter defined) over the assets of the Restricted Subsidiaries in certain instances that will rank *pari passu* with any future Liens, other than certain Permitted Liens (as hereinafter defined).
Ranking	The Notes will be direct senior secured obligations of Trulieve and will rank senior to all of the Company's existing and future unsecured Indebtedness (as hereinafter defined). The Notes will be subordinated in right of payment only to any Indebtedness that ranks senior to the Notes by operation of law. See "*Description of Notes - Ranking*".
Guarantee	The obligations of the Company under the Indenture and the Notes will be irrevocably and unconditionally guaranteed, jointly and severally, by the Restricted Subsidiaries (as hereinafter defined). As of the Issue Date, the only Restricted Subsidiary will be Trulieve US. As of March 31, 2019, Trulieve US accounted for 99.5% of the consolidated revenue of the Issuer. A Guarantor will be released from its obligations under its guarantee upon the occurrence of certain events. See "*Description of Notes - Guarantees*".
Purchase for Cancellation	The Notes may be purchased by the Company for cancellation at any time and from time to time in the market or by tender or private contract, at any price
Redemption	At any time and from time to time prior to two years following the Closing Date, the Company may redeem all or a part of the Notes, upon not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus the Applicable Premium (as hereinafter defined) and accrued and unpaid interest on the outstanding principal amount of each Note called for redemption to the date of redemption.

	At any time and from time to time on or after June 18, 2021, the Company may redeem all or part of the Notes, upon not less than 15 nor more than 60 days' prior notice, at a redemption price (expressed as percentages of the principal amount) set forth below plus accrued and unpaid interest to the applicable redemption. date, if redeemed during the 12-month period beginning on June 18, 2021, of the years indicated below, subject to the rights of noteholders on the relevant record date to receive interest on the relevant payment date: **Year** **Percentage** June 18, 2021 to June 18, 2022 …… 107.3125% June 18, 2022 to June 18, 2023 …… 104.875% June 18, 2023 and thereafter …… 100%
Change of Control	In the event of a Change of Control (as hereinafter defined) each holder will have the right to require that the Company purchase all or a portion of such holder's Notes at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase.
Certain Covenants	The Indenture governing the Notes will contain covenants that, among other things, limit the ability of the Company and the Restricted Subsidiaries to: • declare or pay dividends or make certain other payments; • purchase, redeem or otherwise acquire or retire for value any Equity Interests (as hereinafter defined); • conduct certain Asset Sales (as hereinafter defined); • make certain Restricted Investments (as hereinafter defined); • incur certain Indebtedness; • grant certain Liens; • enter into certain transactions with Affiliates (as hereinafter defined); • dispose of Material Permits (as hereinafter defined); and • consolidate, merge or transfer all or substantially all of the assets of the Company and its subsidiaries on a consolidated basis. See "*Description of Notes - Covenants*".
Use of proceeds	Assuming the Offering is fully subscribed, the net proceeds to the Company from the Offering will be approximately US$66,500,000, after deducting the applicable Agent's Fee but before deducting the expenses of the Offering payable by the Company. The Company intends to use the net proceeds of the Offering for capital expenditures, acquisitions, to repay indebtedness and for general corporate purposes. See "*Use of Proceeds*".
Income tax considerations	Holders are urged to consult their own tax advisors with respect to the U.S. and Canadian federal, provincial, territorial, local and foreign tax consequences of purchasing, owning and disposing of the Notes. See "*Certain Canadian Federal Income Tax Considerations*" and "*Certain United States Income Tax Considerations*".
Risk factors	See "*Risk Factors*" in this Prospectus Supplement and the Prospectus, as well as the documents incorporated by reference herein and therein, for a discussion of factors investors should carefully consider before deciding to invest in the Notes.
Governing Law	The Notes, the Warrants, the Indenture and the Warrant Indenture will each be governed by the laws of the Province of British Columbia.

DESCRIPTION OF THE BUSINESS

The Company is a multi-state cannabis operator which currently operates under licenses in four states. Headquartered in Quincy, Florida, the Company is focused on being the brand leader for quality medical and recreational cannabis products and service in all markets it serves.

Trulieve has five material subsidiaries, being Trulieve US, Leef Industries, Life Essence, Trulieve Holdings, and Healing Corner. Trulieve US, Life Essence, Trulieve Holdings and Healing Corner are wholly-owned (directly or indirectly) by Trulieve. Trulieve currently holds 80% of the issued and outstanding membership interests in Leef Industries and is proposing to acquire the balance of the issued and outstanding membership interests upon receipt of final regulatory approval from the State of California. Trulieve US is a vertically integrated "seed to sale" cannabis company and is the first and largest fully licensed medical marijuana company in the State of Florida. Trulieve US cultivates and produces all of its products in-house and distributes those products to Trulieve branded stores (dispensaries) throughout the State of Florida, as well as directly to patients via home delivery.

As of May 28, 2019, the Company operated over 686,000 square feet of cultivation facilities across four sites with an estimated 24,000 square feet of indoor cultivation to be added in Q2 2019. In accordance with Florida law, Trulieve US grows in enclosed structures operating both indoor and greenhouse style grows. At May 28, 2019, Trulieve US had the ability to grow 34,956 kg of cannabis annually. Following the completion of the additional 24,000 square feet of indoor cultivation to be added in Q2 2019, Trulieve US will have the ability to grow an additional 2,860 kg of cannabis annually.

Trulieve US operates a Good Manufacturing Practices ("**GMP**") certified processing facility, encompassing an estimated 55,000 square feet. Trulieve US currently produces over 220 different stock keeping units ("**SKUs**"), including smokable flower, flower pods for vaporizing, concentrates, topicals, nasal sprays capsules, tinctures, and vape cartridges.

As of May 20, 2019, Trulieve has completed more than 1,369,529 unique orders both in-store and via home delivery. Trulieve distributes its products to these customers in Trulieve branded retail stores or home delivery. Trulieve US currently operates 28 stores, encompassing over 68,000 square feet of retail space, throughout the State of Florida and serves over 3,500 in-store patients daily. Trulieve US initiated Florida's first next-day, state-wide delivery program and, as of May 28, 2019, operates a 68-vehicle delivery-service fleet. E-commerce is anticipated to contribute at least 20% of Trulieve US's revenue in 2019. Patients are further served by a Clearwater-based call center, which receives an average of 3,400 calls per day. As of May 31, 2019, Trulieve US has a Florida consumer base of over 170,000, who average approximately two visits per month.

Trulieve engages with its consumer base via multiple social media platforms. As of May 31, 2019, Trulieve had 72,817 followers on Facebook, 21,295 followers on Instagram, and 6,030 followers on Twitter. 77% of Trulieve's customers had opted-in to receive emails from the Company, and 27% of Trulieve's customers had opted-in to receive texts from the Company.

Life Essence is currently in the permitting and development phase for multiple adult-use and medical cannabis retail locations, as well as a cultivation and product manufacturing facility in Massachusetts. Life Essence has been awarded Provisional Certificates of Registration from the Massachusetts Department of Health to operate medical marijuana dispensaries in the Cities of Cambridge, Holyoke, and Northampton, Massachusetts, as well as a 140,000 square-foot medical marijuana cultivation and processing facility. Life Essence has also been awarded letters of support from these cities. Subject to receipt of Final Certificates of Registration and local permitting, these initiatives will allow Life Essence to build out its infrastructure and engage in medical cannabis cultivation, processing and retailing in Massachusetts. Additionally, Life Essence has executed statutorily required Host Community Agreements with the City of Holyoke that, subject to receipt of other state and local approvals, authorizes Life Essence to cultivate and process adult use cannabis, and with the City of Northampton that, subject to receipt of other state and local approvals, authorizes Life Essence to operate a retail marijuana establishment.

Leef Industries operates a licensed medical and adult-use cannabis dispensary located in Palm Springs, California. Trulieve believes Leef Industries has demonstrated encouraging growth in the market, offering in-store and online shopping, along with product home delivery.

Healing Corner is a licensed medical cannabis dispensary located in Bristol, Connecticut. Healing Corner was founded in 2014 and provides a range of medical marijuana products from its dispensary in Bristol, Connecticut. Patients may also reserve their medical marijuana order through Healing Corner's Canna-Fill online system. Healing Corner scored highest of all applicants on the first Request for Application for licensing and serves approximately 15.4% of Connecticut's medical marijuana patient population.

For certain other details about the Company's business, please refer to the Annual Information Form and other documents incorporated by reference in this Prospectus Supplement and the Prospectus that are available on SEDAR at www.sedar.com.

Recent Developments

The Healing Corner

On May 16, 2019, the Company announced it had entered into an agreement to acquire all of the issued and outstanding securities of Healing Corner, a medical marijuana dispensary located in Bristol, Connecticut. Canaccord Genuity Corp. acted as agent in connection with a brokered private placement of debt securities of the Company to assist in the financing of the acquisition. On May 21, 2019, the Company announced it had completed the acquisition of Healing Corner.

Improved Guidance

Given recent positive operational and market developments, the Company recently updated its existing full year 2019 guidance and provided a long-term outlook:

(Guidance presented in US $ millions)	**2018 Actual**	**2019**	**2020**
Revenue	US$102.8	US$220-240	US$380-400
Adjusted EBITDA[(1), (2)]	US$45.6	US$95-105	US$140-160

Notes:
(1) EBITDA and Adjusted EBITDA are non-IFRS financial measures. While Trulieve believes that these measures are useful for the evaluation and assessment of its performance, they do not have any standard meaning prescribed by IFRS, are unlikely to be comparable to similar measures presented by other issuers and should not be considered as an alternative to comparable measures determined in accordance with IFRS.
(2) Adjusted EBITDA does not include the net effect of changes in the fair value of biological assets.

In 2019, Trulieve expects revenue to grow 114% to 133% to a range of US $220M to US $240M. As previously disclosed, full year 2019 revenue growth guidance includes an expected increase in number of dispensaries in Florida as well as increased patient growth in the state due to the onboarding of smokable flower. Revenue and EBITDA from both California and Connecticut operations are also included. The Company expects adjusted EBITDA to be in the range of US $95M to US$105M reflecting continued leverage of scale and financial discipline.

Guidance for 2020 incorporates the Company's expansion into Massachusetts as well as continued growth in Florida, Connecticut, and California. Based on these markets, current regulations, and foreseeable store growth, the Company estimates 2020 revenues in the range of US $380M to US $400M, generating US $140M to US $160M in adjusted EBITDA.

REGULATORY OVERVIEW

In accordance with Staff Notice 51-352, below is a discussion of the state-level U.S. regulatory regime in the State of Connecticut, where the Company is currently directly involved, through Healing Corner, in the cannabis industry. For disclosure relating to the federal and state-level U.S. regulatory regimes in Florida, Massachusetts and California, the other jurisdictions where the Company is currently directly involved, through its subsidiaries, in the cannabis industry, please see "*Regulatory Overview*" in the Prospectus.

Regulation of the Medical Marijuana Market in Connecticut

The State of Connecticut has authorized cultivation, possession, and distribution of marijuana for medical purposes by certain licensed Connecticut marijuana businesses. The Medical Marijuana Program (the "**MMP**") registers qualifying patients, primary caregivers, Dispensary Facilities ("**DFs**"), and Dispensary Facility Employees ("**DFEs**"). The MMP was established by Connecticut General Statutes §§ 21a-408–21a-429. DFs and production facilities are separately licensed.

The MMP is administered by the Department of Consumer Protection (the "**DCP**"). The DCP has issued regulations at RCSA 21a-408-1 et seq. regarding the program (the "**Connecticut Regulations**"). Patients with debilitating medical conditions qualify to participate in the program, including patients with such conditions as cancer, glaucoma, positive status for human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS), Parkinson's disease, or multiple sclerosis (MS). A physician or advanced practice registered nurse must issue a written certification for an MMP patient, and the qualifying patient or caregiver must choose one designated DF where the patient's marijuana will be obtained.

Connecticut Licensing Requirements

The Connecticut Regulations delineate the licensing requirements for DFs in Connecticut. Marijuana may not be produced or dispensed without the appropriate license. The DCP determines how many facility licenses to issue based on based on the size and location of the dispensary facilities in operation, the number of qualifying patients registered with the DCP, and the convenience and economic benefits to qualifying patients.

When the DCP determines that additional licenses for DFs should be granted, it publishes a notice of open applications for DF licenses. This notice must include the maximum number of licenses to be granted and the deadline for receipt of applications, as well as the criteria that will be considered when awarding the licenses. Such criteria must include character and fitness of any person who may have control or influence over the operation of the proposed DF; the location for the proposed DF; the applicant's ability to maintain adequate control against the diversion, theft, and loss of marijuana; the applicant's ability to maintain the knowledge, understanding, judgment, procedures, security controls and ethics to ensure optimal safety and accuracy in the dispensing and sale of marijuana; and the extent to which the applicant or any of the applicant's dispensary facility backers have a financial interest in another licensee, registrant, or applicant.

Applicants for a DF license must submit the application and any additional documentation prescribed by the DCP's Commissioner (the "**Commissioner**"). Among other things, the application must include the proposed DF location, financial statements, criminal background check applications for the applicant and applicant's backers, a plan to prevent theft and diversion, and a blueprint of the proposed DF. The DCP may verify any information in the application by contacting the applicant, conducting on-site visits, contacting third parties, conducting background checks, or requiring meetings with the applicant or the submission of additional documents. An application for a dispensary facility license also requires the payment of a US$5,000 fee. If approved, the licensee must pay an additional US$5,000 before receiving its license. The decision of the Commissioner not to award a dispensary facility license to an applicant is final.

Connecticut Licenses

Holding Entity	Permit/License	City	Expiration/Renewal Date (if applicable) (MM/DD/YY)	Description
Healing Corner	Medical Marijuana Dispensary Facility License	Bristol, CT	04/15/20	Dispensary

Connecticut Dispensary Facility Requirements

A DF may not dispense marijuana from, obtain marijuana from, or transfer marijuana to, a location outside of the state of Connecticut. DFs are limited to the following modes of obtaining, delivering, transferring, transporting, and

selling marijuana:

- A DF may acquire marijuana from a producer;
- A DF may dispense and sell marijuana to a qualifying patient or primary caregiver registered to their facility and who is registered with the DCP;
- A DF may dispense or sell to a research program subject pursuant to the protocols of a research program approved by the Commissioner;
- A DF may transfer, distribute, deliver, transport, or sell to a research program employee pursuant to the protocols of a research program approved by the Commissioner;
- A DF may transfer, distribute, deliver or transport to a hospice or other inpatient care facility licensed by the Department of Public Health that has a protocol for handling and distributing marijuana that has been approved by the DCP; and
- A DF may transfer, distribute, deliver or transport marijuana to an approved laboratory.

Only a pharmacist licensed as a Dispensary may dispense marijuana, and only a Dispensary or dispensary technician may sell marijuana to qualifying patients, primary caregivers, or research program subjects who are registered with the DCP. A dispensary technician may assist, under the direct supervision of a Dispensary, in the dispensing of marijuana. A DF may not engage in marijuana compounding, except that a Dispensary may dilute a medical marijuana product with a USP grade substance with no active ingredient for the purposes of dose titration, tapering, for the addition of a flavoring agent, or to create a maintenance dose that is not available from any producer at the time of purchase. No person associated with a DF may enter into any agreement with a certifying health care provider or health care facility concerning the provision of services or equipment that may adversely affect any person's freedom to choose the DF at which the qualifying patient or primary caregiver will purchase marijuana, except in the case of an approved research program.

All DFEs must, at all times while at the DF, have their current dispensary license, dispensary technician registration or DFE registration available for inspection by the Commissioner. The DF shall establish, implement and adhere to a written alcohol-free, drug-free and smoke-free work place policy, which must be available to the DCP upon request. Marijuana may not be applied, ingested, or consumed inside a dispensary facility.

Each DF must make publicly available the price of all its marijuana products to prospective qualifying patients and primary caregivers. All marijuana must be sold in child-resistant, sealed containers except upon a written request from the qualifying patient or primary caregiver. No marijuana may be sold without the producer label. All products sold to the qualifying patient or primary caregiver must be placed in an opaque package that shall not indicate the contents of the package, the originating facility or in any other way cause another person to believe that the package may contain marijuana. Each DF must also provide information to qualifying patients and primary caregivers regarding the possession and use of marijuana. The DF manager must submit all informational material to the Commissioner for approval prior to such information being provided to qualifying patients and primary caregivers.

Connecticut Security and Storage Requirements

All facilities must have an adequate security system to prevent and detect loss of marijuana. These systems must use commercial grade equipment, including perimeter alarms, motion detectors, video cameras with 24-hour recordings (which must be retained for at least 30 days), silent alarms, panic alarms, a failure notification system, and the ability to remain operational during a power outage. Each facility must also have a back-up alarm system approved by the commissioner. The outside perimeter of every facility must be well-lit. All equipment must be kept in good working order and tested at least twice per year.

A DF must:

- Not maintain marijuana in excess of the quantity required for normal, efficient operation;
- Store all marijuana in an approved safe or approved vault and in such a manner as to prevent diversion, theft or loss;
- Maintain all marijuana in a secure area or location accessible only to specifically authorized employees, which shall include only the minimum number of employees essential for efficient operation;

- Keep all approved safes and approved vaults securely locked and protected from entry, except for the actual time required to remove or replace marijuana;
- Keep all locks and security equipment in good working order;
- Keep the dispensary department securely locked and protected from entry by unauthorized employees; and
- Post a sign at all entry ways into any area of the DF containing marijuana stating, "Do Not Enter - Limited Access Area - Access Limited to Authorized Employees Only." All deliveries must be carried out under the direct supervision of a pharmacist licensed as a dispensary, who must be present to accept the delivery. Upon delivery, the marijuana must immediately be placed in an approved safe or approved vault within the Dispensary Department (the "**DD**") (that is, the area within a DF where marijuana is stored, dispensed and sold)

No person may enter the area where marijuana is dispensed and sold unless such person is licensed or registered by the DCP; such person's responsibilities necessitate access to the dispensary department and then for only as long as necessary to perform the person's job duties; or such person has a patient or caregiver registration certificate, in which case such person must not be permitted behind the service counter or in other areas where marijuana is stored.

During times when the pharmacist licensed as a Dispensary leaves the DD for a few moments, he or she must take measures to ensure that adequate security of the is provided and that entry by unauthorized persons is prevented or immediately detected. The presence of a dispensary technician in the DD during these times is considered adequate security. If no such dispensary technician is available for this purpose, the Dispensary must physically or electronically secure the DD through the use of mechanisms such as a locked barrier or an alarm system that will prevent or immediately detect access to such DD. During times when the DD is closed, it must be securely locked and equipped with an alarm system. Such alarm must be activated and operated separately from any other alarm system at the DF and must be able to immediately detect entrance to the DD at times when it is closed. Keys and access codes to the alarm system must be controlled in such a manner so as to prevent access to the dispensary department by anyone other than authorized DFEs. Only a Dispensary may have the authority to deactivate the alarm system. A DF must store marijuana in an approved safe or approved vault within the dispensary department and may not sell marijuana products when the DD is closed.

Connecticut Transportation Requirements

Prior to transporting any marijuana or marijuana product, a DF must complete a shipping manifest using a form prescribed by the Commissioner and securely transmit a copy of the manifest to the laboratory, research program location, hospice, or other inpatient care facility that will receive the products and to the DCP at least twenty-four hours prior to transport. These manifests must be maintained and made available to the DCP. Marijuana may only be transported in a locked, secure storage compartment that is part of the vehicle transporting the marijuana. This compartment may not be visible from outside the vehicle. Routes must be randomized.

All transport vehicles must be staffed with a minimum of two employees. At least one delivery team member is required remain with the vehicle at all times that the vehicle contains marijuana. A delivery team member must have access to a secure form of communication with employees at the originating facility at all times that the vehicle contains marijuana. A delivery team member must physically possess a department-issued identification card at all times when transporting or delivering marijuana and must produce it to the Commissioner or law enforcement official upon request.

No marijuana may be sold, dispensed or distributed via a delivery service or any other manner outside of a DF, except that a primary caregiver may deliver marijuana to the caregiver's qualified patient and a DFE may deliver to a hospice or other inpatient care facility licensed by the Department of Public Health that has a protocol for handling and distributing marijuana that has been approved by the DCP.

Inspections by the Commissioner

All documents required to be kept by a facility must be maintained in an auditable format for no less than three years. These records must be provided to the Commissioner or an authorized delegate immediately upon request. Additionally, the Commissioner and authorized delegates may enter any place, including a vehicle, where marijuana is held, produced, or otherwise handled, and inspect in a reasonable manner such place and all pertinent items and

documents within it.

Balance Sheet Exposure

At March 31, 2018, 100% of the Company's balance sheet is exposed to U.S. cannabis-related activities.

USE OF PROCEEDS

The net proceeds from the Offering, assuming the Offering is fully-subscribed and after payment of the estimated expenses of the Offering and the Agent's Fee, are estimated to be US$66,048,974 million.

The Company intends to use the net proceeds of the Offering for capital expenditures, acquisitions, to repay indebtedness and for general corporate purposes.

Based upon management's current intentions, the Company expects to use the net proceeds of the Offering (after the deduction of estimated expenses of the Offering of C$600,000) as follows:

Principal Purpose	**Use of Proceeds (US$)[(1)]**
Cultivation and Processing Facilities, Retail Expansion and General Corporate Purposes	$48,298,974
Repayment of Debt	$17,750,000
Total	**$66,048,974**

Notes:
(1) Assuming the Offering is fully subscribed.

Upon completion of the Offering, the Company expects to have approximately US$66,048,974 million dollars available to it to spend for the principal purpose of increasing its cultivation and processing capacity, expanding to new markets, general corporate purposes and the retirement of debt. Trulieve is proposing to spend approximately US$48,298,974 million dollars on cultivation and processing facilities in Florida and Massachusetts, retail expansion and general corporate purposes. In addition, US$17,750,000 million will be used to retire debt raised in May 2019, which debt was used for expansion into other markets and general corporate purposes. The use of the net proceeds is consistent with Trulieve's business objective of reducing the Company's financing costs while maintaining its financial liquidity.

While the Company currently anticipates that it will use the net proceeds of the Offering as set forth above, the Company may re-allocate the net proceeds of the Offering from time to time, giving consideration to its strategy relative to the market, development and changes in the cannabis industry and regulatory landscape, as well as other conditions relevant at the applicable time. Consistent with the high level of activity in the sector, Trulieve has discussed various potential strategic transactions. At the present time, there is insufficient information to provide with respect to potential transactions. The Company intends to continue to monitor industry developments and may have further discussions in respect of strategic transactions in the future, but the Company can offer no assurance that any transaction would result from any such future discussions. Until utilized, some or all of the net proceeds of the Offering may be held in cash balances in the Company's bank account or invested at the discretion of the Board of Directors of the Company, in short-term, high quality, interest bearing corporate, government-issued or government-guaranteed securities. Management will have discretion concerning the use of the net proceeds of the Offering, as well as the timing of their expenditure. See "*Risk Factors*".

CONSOLIDATED CAPITALIZATION

The following table sets forth the Company's consolidated capitalization as of March 31, 2019 on an actual basis and after giving effect to the Offering. The following table is based on the unaudited consolidated balance sheet of the Company as at March 31, 2019 and should be read in conjunction with the unaudited interim condensed consolidated financial statements of Trulieve for the three month period ended March 31, 2019 and other information included in the documents incorporated by reference in this Prospectus Supplement and the Prospectus.

(tabular amounts in US $, except for share amounts)	As at March 31, 2019 before giving effect to the Offering	As at March 31, 2019 after giving effect to the Offering[1]
Cash and Cash Equivalents:		
Debt:		
Unsecured Notes[2]	0	0
Promissory Notes[3]	6,000,000	6,000,000
Related Party Notes[4]	14,007,901	14,007,901
Notes	$0	70,000,000
Total Debt	20,007,901	90,007,901
Shareholders' Equity:		
Super Voting Shares	74,013,300	74,013,300
Multiple Voting Shares	9,194,922	9,194,922
Subordinate Voting Shares	26,923,946	26,923,946
Warrants	214,178	1,684,178
Shares Outstanding[5]	110,346,346	111,816,346
Total Shareholders' Equity	118,062,634	118,062,634
Total Capitalization:	138,070,535	208,070,535

Notes:
(1) After deducting the Agent's Fee and the estimated expenses of the Offering.
(2) The Company issued certain unsecured notes on May 16, 2019. The Company is proposing to repay all amounts outstanding under these notes on closing of the Offering. See "*Use of Proceeds*".
(3) Includes $4 million unsecured promissory notes dated April 10, 2017, with annual interest at 12%, due between April and July 2022 and $2 million promissory note dated December 7, 2017, with annual interest at 12%, secured by certain property located in Miami, FL, due December 2021.
(4) Notes payable due to related parties, with varying interest rates between 8% to 12% annual, with varying maturity dates.
(5) Assuming the exercise of all outstanding warrants.

INFORMATION ABOUT CREDIT SUPPORTERS

Pursuant to section 13.4 of Form 44-101F1, the Company is exempt from providing certain disclosure about the credit supporters required by section 12.1 of Form 44-101F1. The Company has limited independent operations from its subsidiaries on a combined basis and the impact of any subsidiaries of the Company on a combined basis, excluding the credit supporters but including any subsidiaries of the credit supporters that are not themselves credit supporters, on the consolidated financial results of the Company is minor.

EARNINGS COVERAGE RATIOS

The Company's earnings coverage ratio for the 12-month period ended December 31, 2018, on a pro forma basis after giving effect to the issuance of the Notes (assuming the Offering is fully subscribed), was 8.35 (which is calculated using a numerator of 75,238,576 and a denominator of 9,008,653). The Company's borrowing cost requirements, after giving effect to the issue of the Notes (assuming the Offering is fully subscribed) amounted to US$9,008,653 for the 12 months ended December 31, 2018. The Company's profit or loss attributable to the owners of the parent before borrowing costs, income taxes and RTO expense for the 12 months then ended, after giving effect to the issuance of the Notes (assuming the Offering is fully subscribed), was US$75,238,576, which is 8.35 times the Company's borrowing cost requirements for this period.

The Company's earnings coverage ratio for the 12- month period ended March 31, 2019, on a pro forma basis after giving effect to the issuance of the Notes (assuming the Offering is fully subscribed), was 9.19 (which is calculated using a numerator of 91,046,038 and a denominator of 9,907,450). The Company's borrowing cost requirements, after giving effect to the issue of the Notes (assuming the Offering is fully subscribed) amounted to US$9,907,450 for the 12 months ended March 31, 2019. The Company's profit or loss attributable to the owners of the parent before borrowing costs, income taxes and RTO expense for the 12 months then ended, after giving effect to the

issuance of the Notes (assuming the Offering is fully subscribed), was US$91,046,038 which is 9.19 times the Company's borrowing cost requirements for this period.

The earnings coverage ratios presented above are equal to net earnings (before interest on long-term debt and other financial charges and income taxes) for the applicable period divided by interest on long-term debt and other financial charges for the applicable period. The earnings coverage ratio for the applicable period was calculated using Trulieve's financial results prepared in accordance with IFRS.

The earnings coverage ratios presented above are calculated in accordance with and are required to be disclosed by item 6.1 of Form 44-101F1 and do not purport to be indicative of earnings coverage ratios for any future periods.

DESCRIPTION OF THE SECURITIES BEING DISTRIBUTED

The Offering consists of Units at the Issue Price of US$980.00 per Unit. Each Unit consists of one US$1,000 principal amount Note and 21 Warrants. Each Warrant will entitle the holder to acquire one Warrant Share upon payment of an exercise price of C$17.25 per Warrant Share for a period of three years following the Closing Date, subject to adjustment in certain events. The Units will separate into Notes and Warrants immediately upon issuance.

Description of Notes

The following description of the Notes offered hereby and the terms of the Indenture supplements the description of the general terms of the Notes set forth in the Prospectus under "*Description of Securities Being Distributed - Debt Securities*" and should be read in conjunction with that description. The description of the Notes herein shall prevail to the extent of any inconsistency with the description of debt securities in the Prospectus.

Trulieve will issue the Notes under an indenture (the "**Indenture**") to be dated as of the Issue Date, between the Company and Odyssey Trust Company, as trustee (in such capacity, the "**Trustee**").

The following description is a summary of material provisions of the Indenture. It does not restate the Indenture in its entirety. The Company urges investors to read the Indenture because it, and not this description, defines investors' rights as Holders of the Notes. Anyone who receives this Prospectus Supplement may obtain a copy of the Indenture without charge by writing Trulieve Cannabis Corp., 6749 Ben Bostic Road, Quincy, FL, 32351 Attention: Chief Financial Officer.

Investors can find the definitions of certain terms used in this description below under the caption "*— Definitions*." Some defined terms used in this description but not defined below under the caption "*— Definitions*" have the meanings assigned to them in the Indenture. In this description, the term "the Company" refers only to Trulieve Cannabis Corp. and not to any of its subsidiaries.

Amounts in this "Description of Notes" denominated in "$" or dollars refer to amounts denominated in U.S. dollars. The registered Holder of a Note will be treated as the owner of it for all purposes (except as required by applicable tax laws). Only registered Holders will have rights under the Indenture. The Notes will initially be issued in the form of one or more Global Notes that will be registered in the name of CDS or its nominee and held by the Depositary as Book Entry Only Notes. As a result, CDS or its nominee will be the initial registered Holder of the Notes, purchasers in this Offering will be Beneficial Holders and only CDS or its nominee will have rights under the Indenture. See "*— Depository Procedures, Book-Entry, Delivery and Form*".

Brief Description of the Notes

The Notes will:

- be secured by a perfected Lien on the Collateral, including pledges of the shares of the Restricted Subsidiaries;

- rank senior to all of the Company's existing and future unsecured Indebtedness;

- be structurally subordinated to any Indebtedness and other liabilities of any Subsidiaries of the Company; and

- limit any Restricted Subsidiary from granting a Lien (other than Permitted Liens) over its Property without granting a *pari passu* Lien to the Collateral Trustee.

As of March 31, 2019, on a pro forma basis after giving effect the Offering and the application of the net proceeds of the Offering, the Company and its Subsidiaries would have had total Indebtedness, including the Notes, of approximately US $90 million, of which approximately US$70 million would have been secured Indebtedness.

Principal, Maturity and Interest

The Indenture will provide for the Company's issuance of Notes with an unlimited principal amount, of which $70 million will be issued in this Offering. The Company may issue additional Notes ("**Additional Notes**") from time to time after this Offering. In addition, the Indenture will provide for the issuance of other notes (the "**Other Notes**") in one or more series with a maturity date and interest rate different to that applicable to the Notes and any Additional Notes and terms to be fixed in each case at the time of issuance. Any offering of Additional Notes or Other Notes is subject to the covenants described below, including under the caption "*— Covenants — Incurrence of Indebtedness*." The Notes and any Additional Notes subsequently issued under the Indenture would be treated as a single class for all purposes under the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase.

Unless otherwise provided or the context suggests otherwise, for all purposes under the Indenture and this "Description of Notes" references to Notes include the Notes and any Additional Notes actually issued and do not include any Other Notes that may be issued in the future. The Company will issue Notes in minimum denominations of $1,000 and integral multiples of $1,000 in excess thereof. The Notes will mature on June 18, 2024.

Interest on the Notes will accrue at the rate of 9.75% per annum and will be payable semi-annually in arrears on June 18 and December 18 of each year, commencing on December 18, 2019. Interest on overdue principal and interest will accrue at the applicable interest rate on the Notes. The Company will make each interest payment to the Holders of record on the 5th Business Day immediately preceding the interest payment date.

Interest on the Notes will accrue from the Issue Date or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 365-day or 366-day year, as applicable, and will be payable in equal semi-annual amounts; except that interest in respect of any period that is shorter than a full semi-annual interest period will be computed on the basis of a 365-day or 366-day year, as applicable, and the actual number of days elapsed in that period. If an interest payment date falls on a day that is not a Business Day, the interest payment to be made on such interest payment date will be made on the next succeeding Business Day with the same force and effect as if made on such interest payment date, and no additional interest will accrue as a result of such delayed payment.

For purposes of disclosure under the *Interest Act* (Canada), the yearly rate of interest at which interest is calculated under a Note for any period in any calendar year (the "**Calculation Period**") is equivalent to the rate payable under a Note in respect of the Calculation Period multiplied by a fraction the numerator of which is the actual number of days in such calendar year and the denominator of which is the actual number of days in the Calculation Period.

Methods of Receiving Payments on the Notes

For so long as the book-entry system is in effect and the Notes are represented by one or more Global Notes, all payments of interest, premium (if any) and principal on the Notes will be made through the Trustee as paying agent to the Depository or its nominee for subsequent payment to Beneficial Holders in the manner indicated under "*— Depository Procedures, Book-Entry, Delivery and Form – Same Day Settlement and Payment; Notices*". In the event that the book-entry system is no longer in effect and definitive certificates representing the Notes are issued, such payment will be made through the Trustee or any paying agent.

Paying Agent and Registrar for the Notes

The Trustee is the paying agent and registrar. The Company may change the paying agent or registrar without prior notice to the Holders, and the Company or any of its Restricted Subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A Holder may transfer or exchange Notes in accordance with the Indenture. In the event of a transfer, the registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company is not required to transfer or exchange any note selected for redemption. Also, the Company is not required to transfer or exchange any Note for a period of 15 days before the mailing of a notice of redemption of Notes to be redeemed.

The Holder transferring or exchanging the Notes shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

The registered Holder of a Note will be treated as the owner of it for all purposes (except as required by applicable tax laws). Only registered Holders will have rights under the Indenture. Beneficial Holders should read the information contained under "*— Depository Procedures, Book-Entry, Delivery and Form – Same Day Settlement and Payment; Notices*".

Guarantees

The obligations of the Company under the Indenture and the Notes will, be irrevocably and unconditionally guaranteed, jointly and severally, by the Restricted Subsidiaries.

As of the Issue Date, the only Restricted Subsidiary will be Trulieve US.

The obligations of each Guarantor formed under the laws of the United States or any State thereof or the District of Columbia under its Guarantee will be limited to the maximum amount as will be necessary to prevent such Guarantee from constituting a fraudulent conveyance or fraudulent transfer under applicable law. However, if a Guarantee is rendered void or voidable, it could be subordinated by a court to all other Indebtedness of the Guarantor and, depending on the amount of such Indebtedness, a Guarantor's liability on its Guarantee could be reduced to zero. See "*Risk Factors*".

A Guarantor will be released from its obligations under its Guarantee upon the occurrence of any of the following:

(1) in the event of a sale or other disposition of all or substantially all of the assets of such Guarantor, by way of consolidation, merger, amalgamation or otherwise, or a sale or other disposition of the Capital Stock of such Guarantor such that it ceases to be a Subsidiary of the Company or a Restricted Subsidiary (see "*Covenants — Merger, Consolidation or Sale of Assets*");

(2) if such Guarantor is designated as an Unrestricted Subsidiary in accordance with the provisions of the Indenture, upon effectiveness of such designation;

(3) upon payment in full in cash of the principal of, accrued and unpaid interest and premium (if any) on, the Notes; or

(4) upon the Company exercising its legal defeasance or covenant defeasance option as described under "*— Legal Defeasance and Covenant Defeasance*" or the Company's obligations under the Indenture otherwise being discharged in accordance with the terms of the Indenture.

Ranking

The Indebtedness evidenced by the Notes will be senior secured Indebtedness of the Company, secured by Liens on the Collateral, subject to Permitted Liens. The Notes will rank senior in right of payment to all existing and future Subordinated Indebtedness of the Company. The Notes will be subordinated in right of payment only to any Indebtedness that ranks senior to the Notes by operation of law.

The Indebtedness evidenced by the Guarantees will be unsecured Indebtedness of the applicable Guarantor. However, the Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any nature whatsoever upon any asset or property now owned or hereafter acquired, except Permitted Liens, unless (in the case of any Lien other than relating to the Collateral) contemporaneously with the incurrence of such Lien, all payments due under the Indenture and the Notes are secured on a *pari passu* basis with such Lien.

Collateral Trustee

The Collateral Trustee holds, and will be entitled to enforce, Liens on the Collateral created by the Security Documents. Except as provided in the Indenture, the Collateral Trustee will not act upon directions purported to be delivered to them by any holder, commence any exercise of remedies or any foreclosure actions or otherwise take any actions or proceedings against any of the Collateral.

Release of Liens

The Liens on the Collateral will be released in whole with respect to the Notes and the Security Documents, as applicable, upon the occurrence of any of the following:

(1) payment in full in cash of the principal of, accrued and unpaid interest and premium (if any) on, the Notes;

(2) satisfaction and discharge of the Indenture; or

(3) legal defeasance or covenant defeasance as set forth under "*— Legal Defeasance and Covenant Defeasance*" below,

provided that in each case, all amounts owing to the Trustee under the Indenture and the Notes and to the Collateral Trustee under the Security Documents have been paid or otherwise provided for to the reasonable satisfaction of the Trustee and the Collateral Trustee, as applicable.

The Liens on the Collateral will automatically be released with respect to any asset constituting Collateral upon the occurrence of any of the following:

(1) in connection with any disposition of such Collateral to any Person other than the Company (but excluding any transaction subject to the covenant described under "*— Covenants — Merger, Consolidation or Sale of Assets*" if such other Person is required to become the obligor on the Notes) that is permitted by the Indenture; or

(2) upon the sale or disposition of such Collateral pursuant to the exercise of any rights and remedies by the Collateral Trustee with respect to any Collateral, subject to the Security Documents.

To the extent required by the Indenture (other than in relation to (2) above), the Company will furnish to the Trustee, prior to each proposed release of Collateral the Indenture, an Officer's Certificate and/or an opinion of counsel, each stating that all conditions to the release of the Liens on the Collateral have been satisfied.

Perfection and Non-perfection of Security in Collateral

To the extent that the Liens in favour of the Collateral Trustee in any Collateral are not perfected, the Collateral Trustee's rights may only be equal to the rights of the general unsecured creditors of the Company if it became

subject to an Insolvency Proceeding. Further, Liens of certain Lien holders, such as holders of certain statutory or possessory Liens, judgment creditors, or any creditors who obtain a perfected Lien in any items of Collateral in which the Collateral Trustee's Liens are unperfected or in which such unperfected Liens or the perfected Liens under applicable law have priority over the Collateral Trustee's Lien, may take priority over the Collateral Trustee's interest in the Collateral.

Accordingly, there can be no assurance that the Property in which the Collateral Trustee's Liens are unperfected will be available to satisfy the obligations under the Notes.

Certain Insolvency Limitations

In addition to the limitations described elsewhere herein, the rights of the Trustee, the Collateral Trustee and the holders of the Notes to enforce remedies are likely to be significantly impaired if the Company or any Guarantor becomes subject to Insolvency Proceedings in Canada or the United States. For example, both the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") contain provisions enabling an insolvent debtor to obtain a stay of proceedings against its creditors and others. Also, pursuant to proceedings under such legislation, an insolvent debtor may prepare and file a proposal or plan of arrangement for consideration by all or some of its creditors to be voted on by the various classes of its creditors affected thereby. Such a restructuring proposal, if accepted by the requisite majorities of each affected class of creditors and if approved by the relevant court, would be binding on creditors within any such class who may not otherwise be willing to accept it. Moreover, this legislation permits the insolvent debtor to retain possession and administration of its property, subject to court oversight, even though it may be in default under the applicable debt instrument. Further, in such proceedings, the court may, subject to certain conditions, create court-ordered charges on the assets of the debtor to secure new financing, professional fees, post-filing amounts owing to critical suppliers, statutory director liabilities or other amounts, in priority to the Liens that secure the Notes.

Optional Redemption

At any time and from time to time prior to two years from the Issue Date, the Company may redeem all or a part of the Notes, upon not less than 15 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Notes redeemed, plus the Applicable Premium and accrued and unpaid interest, if any, as of the applicable date of redemption (subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date).

At any time prior to two years from the Issue Date, the Company may, on one or more occasions, redeem up to 35% of the aggregate principal amount of Notes issued under the Indenture (including any Additional Notes), upon not less than 15 nor more than 60 days' notice, at a redemption price of 109.75% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, subject to the rights of Holders on the relevant record date to receive interest on the relevant interest payment date, with the net cash proceeds of one or more Equity Offerings; provided that:

(1) Notes in an aggregate principal amount equal to at least 65% of the aggregate principal amount of Notes issued under the Indenture (excluding any Additional Notes) remain outstanding immediately after the occurrence of such redemption (excluding Notes held by the Company or its Affiliates); and

(2) the redemption occurs within 90 days of the date of the closing of such Equity Offering.

Except pursuant to the preceding paragraphs, the Notes will not be redeemable to the Company's option prior to June 18, 2021.

At any time and from time to time on or after June 18, 2021 the Company may redeem all or a part of the Notes, upon not less than 15 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest to the applicable redemption date, if redeemed during the 12-month period beginning on June 18, 2021, of the years indicated below, subject to the rights of Holders on the relevant record date to receive interest on the relevant interest payment date:

Year	Percentage
June 18, 2021 to June 18, 2022	107.3125%
June 18, 2022 to June 18, 2023	104.875%
June 18, 2023 and thereafter	100.00%

Additional Amounts

All payments made by any Subsidiary Guarantor under or with respect to any Guarantee will be made free and clear of and without withholding or deduction for or on account of, any present or future tax, duty, levy, impost, assessment or other governmental charge imposed or levied by or on behalf of any United States taxing authority (hereinafter "**Taxes**"), unless any Subsidiary Guarantor is required to withhold or deduct Taxes by law or by the interpretation or administration thereof. If any Subsidiary Guarantor is so required to withhold or deduct any amount of interest for or on account of Taxes from any payment made under or with respect to any Guarantee, such Subsidiary Guarantor will pay such additional amounts of interest ("**Additional Amounts**") as may be necessary so that the net amount received by each holder (including Additional Amounts) after such withholding or deduction will not be less than the amount the holder would have received if such Taxes had not been withheld or deducted; provided that no Additional Amounts will be payable with respect to a payment made to a holder (an "Excluded Holder"):

(1) which is subject to such Taxes by reason of any connection between such holder and the United States or any states political subdivision thereof or authority thereof other than the mere holding of Notes or the receipt of payments thereunder;

(2) which failed to duly and timely comply with a timely request of the Company to provide information, documents, certification or other evidence concerning such holder's nationality, residence, entitlement to treaty benefits, identity or connection with the United States or any political subdivision or authority thereof, if and to the extent that due and timely compliance with such request would have resulted in the reduction or elimination of any Taxes as to which Additional Amounts would have otherwise been payable to such holder of Notes but for this clause (2);

(3) which is a fiduciary, a partnership or not the beneficial owner of any payment on a Note, if and to the extent that, as a result of an applicable tax treaty, no Additional Amounts would have been payable had the beneficiary, partner or beneficial owner owned the Note directly (but only if there is no material cost or expense associated with transferring such Note to such beneficiary, partner or beneficial owner and no restriction on such transfer that is outside the control of such beneficiary, partner or beneficial owner);

(4) to the extent that the Taxes required to be withheld or deducted are imposed pursuant to sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended (and any amended or successor version that is substantially comparable), and any regulations or other official guidance thereunder or agreements (including any intergovernmental agreements or any laws, rules or practices implementing such intergovernmental agreements) entered into in connection therewith; or

(5) any combination of the foregoing clauses of this proviso.

The Company or such Subsidiary Guarantor, as the case may be, will also (a) make such withholding or deduction and, (b) remit the full amount deducted or withheld to the relevant authority in accordance with applicable law. The Company or such Subsidiary Guarantor, as the case may be, will furnish to the holders of the Notes, within 30 days after the date the payment of any Taxes is due pursuant to applicable law, certified copies of tax receipts evidencing such payment by such Subsidiary Guarantor, as the case may be. Such Subsidiary Guarantor will indemnify and hold harmless each holder (other than all Excluded Holders) for the amount of (A) any Taxes not withheld or deducted by such Subsidiary Guarantor and levied or imposed and paid by such holder as a result of payments made under or with respect to the Guarantees, (B) any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, and (C) any Taxes imposed with respect to any reimbursement under clauses (a) or (b) above.

At least 30 days prior to each date on which any payment under or with respect to the Notes is due and payable, if any Subsidiary Guarantor is aware that it will be obligated to pay Additional Amounts with respect to such payment, the Company will deliver to the Trustee an Officers' Certificate stating the fact that such Additional Amounts will be payable, the amounts so payable and will set forth such other information necessary to enable the Trustee to pay such Additional Amounts to holders on the payment date. Whenever in the Indenture there is mentioned, in any context, the payment of principal (and premium, if any), interest or any other amount payable under or with respect to any note, such mention shall be deemed to include mention of the payment of Additional Amounts provided for in this section to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof. The obligations described under this heading will survive any termination, defeasance or discharge of the Indenture and will apply mutatis mutandis to any successor Person and to any jurisdiction in which such successor is organized or is otherwise resident or doing business for tax purposes or any jurisdiction from or through which payment is made by such successor or its respective agents.

Selection and Notice

If less than all of the Notes are to be redeemed at any time, the Trustee will select Notes for redemption as follows:

(1) if the Notes are listed on any national securities exchange, including the Canadian Securities Exchange, in compliance with the requirements of such principal national securities exchange;

(2) if the Notes are not so listed, on a pro rata basis, by lot or by such method as the Trustee will deem fair and appropriate; or

(3) if the Notes are issued in global form based on the method required by CDS, or, a method that must nearly approximates a pro rata selection as the Trustee deems appropriate.

No Notes of $1,000 or less will be redeemed in part. Notices of redemption will be mailed by first class mail or electronic transmission for global Notes at least 15 but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. Notice of any redemption may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an Equity Offering, Asset Sale, other offering or other transaction or event. If such redemption is subject to the satisfaction of one or more conditions precedent, such notice shall describe each such condition and, if applicable, shall state such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date or that such redemption may be postponed to another date (including more than 60 days after the date on which such notice was sent) selected by the Company. In addition, the Company may provide in any notice of redemption or offer to purchase the Notes that payment of the redemption or purchase price and performance of the Company's obligations with respect to such redemption or offer to purchase may be performed by another Person.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion of the original Note will be issued in the name of the Holder thereof upon cancellation of the original Note. Notes called for redemption become due on the date fixed for redemption, subject to the satisfaction of any conditions precedent. On and after the redemption date (unless the Company defaults in payment of the redemption price on such date or any conditions precedent are not satisfied), interest ceases to accrue on Notes or portions of them called for redemption.

Open Market Purchases; No Mandatory Redemption or Sinking Fund

The Company may at any time and from time to time purchase Notes by means other than a redemption, whether by open market purchases or otherwise in accordance with applicable securities legislation, so long as such acquisition does not violate the terms of the Indenture. Except as described below under the heading "— *Repurchase at the Option of Holders*", the Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, the Company will be required to make an offer to each Holder of Notes to repurchase all or any part (equal to $1,000 and integral multiples of $1,000 in excess thereof) of that Holder's Notes pursuant to an offer (a "*Change of Control Offer*") on the terms set forth in the Indenture. In the Change of Control Offer, the Company will offer payment (a "*Change of Control Payment*") in cash equal to not less than 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest to the date of repurchase (the "**Change of Control Payment Date**" which date will be no earlier than the date of such Change of Control). No later than 30 days following any Change of Control, the Company will mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase Notes on the Change of Control Payment Date specified in such notice, which date will be no earlier than 15 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the Indenture and described in such notice. Notwithstanding anything to the contrary herein, a Change of Control Offer by the Company, or by any third party making a Change of Control Offer in lieu of the Company as described below, may be made in advance of a Change of Control, conditional upon such Change of Control if a definitive agreement is in place for the Change of Control at the time of making the Change of Control Offer. The Company will comply with the requirements of any applicable securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Indenture, or compliance with the Change of Control provisions of the Indenture would constitute a violation of any such laws or regulations, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Indenture by virtue of such compliance.

On or before the Change of Control Payment Date, the Company will, to the extent lawful:

(1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof properly tendered; and

(3) deliver or cause to be delivered to the Trustee, the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company.

The paying agent will promptly mail or wire transfer to each Holder of Notes properly tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided that each such new note will be in a principal amount of $1,000 or an integral multiple of $1,000 in excess thereof.

The Company will advise the Trustee and the Holders of the Notes of the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company as described below, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company or such third party, as the case may be, will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem or purchase, as applicable, all Notes that remain outstanding following such purchase at a redemption price or purchase price, as the case may be, in cash equal to the applicable Change of Control Payment plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest, if any, to the date of redemption.

The provisions described above that require the Company to make a Change of Control Offer following a Change of

Control will be applicable regardless of whether any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture will not contain provisions that permit the Holders of the Notes to require that the Company repurchase or redeem the Notes in the event of a takeover, recapitalization, privatization or similar transaction. In addition, Holders of Notes may not be entitled to require the Company to purchase their Notes in certain circumstances involving a significant change in the composition of the Board of Directors of the Company.

The Company will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer or (2) notice of redemption with respect to all outstanding Notes has been given pursuant to the Indenture as described above under the caption "*— Optional Redemption*," unless and until there is a default in payment of the applicable redemption price.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of the Company and its Restricted Subsidiaries, taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all" there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a Holder of Notes to require the Company to repurchase such Notes as a result of a sale, transfer, conveyance or other disposition of less than all properties or assets of the Company and its Restricted Subsidiaries, taken as a whole, to another Person or group may be uncertain.

Asset Sales

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, consummate an Asset Sale unless:

(1) the Company (or the Restricted Subsidiary, as the case may be) receives consideration in respect of such Asset Sale at least equal to the Fair Market Value of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) at least 50% of the consideration therefor received by the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

   a) any liabilities, as shown on the Company's or such Restricted Subsidiary's most recently available annual or quarterly balance sheet, of the Company or any of its Restricted Subsidiaries (other than contingent liabilities and liabilities that are by their terms subordinated to the Notes or any Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation agreement or similar agreement that releases the Company or such Restricted Subsidiary from further liability; and

   b) any notes or other obligations received by the Company or any such Restricted Subsidiary in such Asset Sale that are converted within 365 days by the Company or such Restricted Subsidiary into cash, to the extent of the cash received in that conversion.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, the Company or its Restricted Subsidiaries may apply an amount equal to such Net Proceeds to, at its option, any combination of the following purposes:

(1) to permanently repay, prepay, redeem, purchase or repurchase Indebtedness of the Company or any of its Restricted Subsidiaries secured by a Lien and, if the Indebtedness so repaid is revolving credit Indebtedness, to correspondingly permanently reduce commitments with respect thereto; or

(2) to reinvest in new assets and make any capital expenditure in or that is used or useful in a Permitted Business or to purchase Replacement Assets (or enter into a binding agreement to make such capital expenditure or to purchase such Replacement Assets), provided that (a) such capital expenditure or

purchase is consummated within the later of (x) 365 days after the receipt of the Net Proceeds from the related Asset Sale and (y) 180 days after the date of such binding agreement and (b) if such capital expenditure or purchase is not consummated within the period set forth in sub clause (a), the amount not so applied will be deemed to be Excess Proceeds (as defined below).

Pending the final application of any such Net Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest such Net Proceeds in any manner that is not prohibited by the Indenture.

An amount equal to any Net Proceeds from Asset Sales that are not applied or invested as provided in the preceding paragraphs will constitute "Excess Proceeds." If on any date, the aggregate amount of Excess Proceeds exceeds $5 million, then within ten Business Days after such date, the Company will make an offer (an "**Asset Sale Offer**") to all Holders of Notes, to purchase the maximum principal amount of Notes that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of principal amount plus accrued and unpaid interest to the date of purchase, and will be payable in cash. The Company may satisfy the foregoing obligation with respect to such Excess Proceeds from an Asset Sale by making an Asset Sale Offer in advance of being required to do so by the Indenture (an "Advance Offer") with respect to all or part of the available Excess Proceeds (the "**Advance Portion**"). If any Excess Proceeds remain unapplied after the consummation of an Asset Sale Offer, the Company and its Restricted Subsidiaries may use those Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee will select the Notes to be purchased on a pro rata basis (with such adjustments as may be deemed appropriate by the Trustee so that only Notes in denominations of $1,000, or in integral multiples of $1,000 in excess thereof, shall be purchased). Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero (regardless of whether there are any remaining Excess Proceeds upon such completion), and in the case of an Advance Offer, the Advance Portion shall be excluded in subsequent calculations of Excess Proceeds.

Notwithstanding the foregoing, the sale, conveyance or other disposition of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries, taken as a whole, will be governed by the provisions of the Indenture described under the caption "*— Repurchase at the Option of Holders — Change of Control*" and/or the provisions described under the caption "*— Covenants — Merger, Consolidation or Sale of Assets*" and not by the provisions of this Asset Sale covenant.

The Company will comply with the requirements of any applicable securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the Indenture, or compliance with the Asset Sale provisions of the Indenture would constitute a violation of any such laws or regulations, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset Sale provisions of the Indenture by virtue of such compliance.

Notwithstanding anything contained herein, Restricted Subsidiaries cannot sell, assign, transfer, convey or otherwise dispose of any Material Permits except with the consent of Holders of at least 51% of the principal amount of the then outstanding Notes.

Change in IFRS

Each accounting term used in the Indenture, unless otherwise defined herein, has the meaning assigned to it under IFRS applied consistently throughout the relevant period and relevant prior periods. If there occurs a material change in IFRS after the Issue Date, and such change would require disclosure under IFRS in the financial statements of the Company and would cause an amount required to be determined for the purposes of any of the financial calculations or financial terms under the Indenture (each a "**Financial Term**") to be materially different than the amount that would be determined without giving effect to such change, the Company shall notify the Trustee of such change (an "**Accounting Change**"). Such notice (an "**Accounting Change Notice**") shall describe the nature of the Accounting Change, its effect on the Company's current and immediately prior year's financial statements in accordance with IFRS and state whether the Company desires to revise the method of calculating the applicable Financial Term (including the revision of any of the defined terms used in the determination of such

Financial Term) in order that amounts determined after giving effect to such Accounting Change and the revised method of calculating such Financial Term will approximate the amount that would be determined without giving effect to such Accounting Change and without giving effect to the revised method of calculating such Financial Term. The Accounting Change Notice shall be delivered to the Trustee within 60 days of the end of the fiscal quarter in which the Accounting Change is implemented or, if such Accounting Change is implemented in the fourth fiscal quarter or in respect of an entire fiscal year, within 120 days of the end of such period. Promptly after receipt from the Company of an Accounting Change Notice the Trustee shall deliver to each Holder a copy of such notice.

If the Company so indicates that it wishes to revise the method of calculating the Financial Term, the Company shall in good faith provide to the Trustee the revised method of calculating the Financial Term within 90 days of the Accounting Change Notice, and such revised method shall take effect from the date of the Accounting Change Notice. For certainty, if no notice of a desire to revise the method of calculating the Financial Term in respect of an Accounting Change is given by the Company within the applicable time period described above, the method of calculating the Financial Term shall not be revised in response to such Accounting Change, and all amounts to be determined pursuant to the Financial Term shall be determined after giving effect to such Accounting Change.

Covenants

Restricted Payments

(A) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay (without duplication) any dividend or make any other payment or distribution on account of the Company's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger, consolidation or amalgamation of the Company or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Company's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends, payments or distributions (x) payable in Equity Interests (other than Disqualified Stock) of the Company or a Restricted Subsidiaries or (y) to the Company or a Restricted Subsidiary of the Company);

(2) purchase, redeem or otherwise acquire or retire for value any Equity Interests of the Company held by Persons other than any of the Company's Restricted Subsidiaries;

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Subordinated Indebtedness (other than intercompany Indebtedness permitted under clause (6) of the second paragraph of the covenant described below under the caption "— Incurrence of Indebtedness"), except (x) a payment of interest or a payment of principal at the Stated Maturity thereof or (y) the purchase, repurchase or other acquisition of any such Indebtedness in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such purchase, repurchase or other acquisition; or

(4) make any Restricted Investment

(all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as "**Restricted Payments**"), unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default will have occurred and be continuing or would occur as a consequence thereof;

(2) the Company would, after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to Incur at least $1.00 of additional Indebtedness pursuant to the Consolidated Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption "— *Incurrence of Indebtedness*;" and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries since the Issue Date (excluding Restricted Payments permitted by

clauses (3), (4), (5), (6), (7), (8) and (12) of the next succeeding paragraph (B)), is less than the sum, without duplication, of:

a) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from December 31, 2018 to the end of the Company's most recently ended fiscal quarter for which consolidated internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); plus

b) 100% of the aggregate net cash proceeds and the aggregate Fair Market Value of any property received by the Company since the Issue Date (A) as a contribution to its common equity capital, (B) from Equity Offerings of the Company, including cash proceeds received from an exercise of warrants or options, or (C) from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of the Company that have been converted into or exchanged for such Equity Interests; plus

c) to the extent any Restricted Investment that was made after the Issue Date is sold for cash or otherwise liquidated, redeemed, repurchased or repaid for cash, the lesser of (i) the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any) and (ii) the initial amount of such Restricted Investment;

d) to the extent that any Unrestricted Subsidiary of the Company is redesignated as a Restricted Subsidiary after the Issue Date, the lesser of (i) the Fair Market Value of the Company's Investment in such Subsidiary as of the date of such redesignation or (ii) such Fair Market Value as of the date on which such Subsidiary was originally designated as an Unrestricted Subsidiary (together with the value of any Restricted Investments made in such Unrestricted Subsidiary to the date of redesignation less any distributions made by such Unrestricted Subsidiary during such period); plus

e) 100% of any dividends or distributions received in cash by the Company or a Restricted Subsidiary from an Unrestricted Subsidiary after the Issue Date (to the extent not already included in Consolidated Net Income of the Company for the applicable period).

(B) The preceding provisions will not prohibit, so long as, in the case of clauses (4), (6), (8), (11), and (12) below, no Default or Event of Default has occurred and is continuing or would be caused thereby:

(1) the payment of any dividend or distribution, or the making of any Restricted Payment in respect of a redemption of Subordinated Indebtedness, in each case within 60 days after the date of declaration thereof or the giving of an irrevocable notice of redemption therefor, as the case may be, if at said date of declaration such payment would have complied with the provisions of the Indenture;

(2) the payment of any dividend or similar distribution by a Restricted Subsidiary of the Company to the holders of its Equity Interests on a pro rata basis;

(3) the making of any Restricted Payment in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to an Unrestricted Subsidiary of the Company) of, Equity Interests of the Company (other than Disqualified Stock), including cash proceeds received from an exercise or warrants or options, or from the substantially concurrent contribution (other than by a Subsidiary of the Company) of capital to the Company in respect of its Equity Interests (other than Disqualified Stock); provided that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will be excluded from clause (3)(b) of the preceding paragraph (A);

(4) the defeasance, redemption, repurchase, retirement or other acquisition of Subordinated Indebtedness with the net cash proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness;

(5) Investments acquired as a capital contribution to, or in exchange for, or out of the net cash proceeds of a substantially concurrent sale (other than to a Subsidiary of the Company) of, Equity Interests (other than Disqualified Stock) of the Company; provided that the amount of any such net cash proceeds that are

utilized for any such acquisition or exchange will be excluded from clause (3)(b) of the preceding paragraph (A);

(6) the repurchase, redemption or other acquisition or retirement of Equity Interests deemed to occur upon the exercise or exchange of stock options, warrants or other similar rights to the extent such Equity Interests represent a portion of the exercise or exchange price of those stock options, warrants or other similar rights;

(7) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company held by any current or former officer, director or employee (or any of their respective heirs or estates or permitted transferees) of the Company or any Restricted Subsidiary of the Company pursuant to any employee equity subscription agreement, stock option agreement, stock matching program, stockholders' agreement or similar agreement entered into in the ordinary course of business; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests in any calendar year will not exceed $5 million (with unused amounts in any calendar year being carried over to the next succeeding calendar year only);

(8) dividends on Disqualified Stock issued in compliance with the covenant "— Incurrence of Indebtedness" to the extent such dividends are included in the definition of Consolidated Fixed Charges with respect to the Company;

(9) the payment of cash in lieu of fractional Equity Interests in connection with stock dividends, splits or business combinations or the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of the Company or any of its Restricted Subsidiaries that are not derivative securities;

(10) payments or distributions to dissenting stockholders pursuant to applicable law in connection with a merger, consolidation or transfer of assets that complies with the provisions described under the caption "*— Merger, Consolidation or Sales of Assets*;"

(11) the repurchase, redemption or other acquisition or retirement for value of any Indebtedness pursuant to provisions in documentation governing such Indebtedness similar to those described under "*— Repurchase at the Option of Holders — Change of Control" or "— Repurchase at the Option of Holders — Asset Sales*" provided that, prior to such repurchase, redemption or other acquisition or retirement, the Company (or a third party to the extent permitted by the Indenture) shall have made a Change of Control Offer or Asset Sale Offer with respect to the Notes and shall have repurchased all Notes validly tendered and not withdrawn in connection with such Change of Control Offer or Asset Sale Offer; and

(12) Restricted Payments, not otherwise permitted under items (1) through (11) above in an aggregate amount at any one time outstanding not to exceed the greater of (i) $15 million and (ii) the amount equal to 0.3 multiplied by the aggregate amount of Consolidated EBITDA for the most recently completed twelve fiscal months of the Company for which the internal financial statements are available immediately preceding the date on which such Restricted Payment is made.

In determining whether any Restricted Payment (or a portion thereof) is permitted by the foregoing covenant, the Company may allocate or reallocate all or any portion of such Restricted Payment among the clauses of the preceding paragraph (B) or among such clauses and the provisions of paragraph (A) of this covenant, provided that at the time of such allocation or reallocation, all such Restricted Payments, or allocated portions thereof, would be permitted under the various provisions of the foregoing covenant.

The amount of all Restricted Payments will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The Fair Market Value of any assets or securities (other than cash or Cash Equivalents) that are required to be valued by this covenant will be determined, in the case of amounts under $15 million, pursuant to an Officers' Certificate delivered to the Trustee and, in the case of amounts over $15 million, by the Board of Directors of the Company, whose determination shall be evidenced by a Board Resolution that will be delivered to the Trustee.

Incurrence of Indebtedness

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Debt); provided, however, that all of the below are satisfied:

(1) the Company or any of its Restricted Subsidiaries may Incur Indebtedness (including Acquired Debt), if the Consolidated Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is Incurred would have been at least 2.0:1.0, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been Incurred at the beginning of such four-quarter period;

(2) the Company or any of its Restricted Subsidiaries may Incur Indebtedness (including Acquired Debt), if immediately following the incurrence of such Intendedness the ratio of (i) Consolidated Indebtedness, to (ii) Consolidated EBITDA, does not exceed 4.0:1.0; and

(3) no Default or Event of Default shall have occurred and be continuing;

The first paragraph of this covenant will not prohibit the Incurrence of any of the following (collectively, "*Permitted Debt*"):

(1) the Incurrence of Attributable Debt or Indebtedness and obligations represented by Capital Lease Obligations or Purchase Money Obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation, development or improvement of property, plant or equipment used in the business of the Company or any of its Restricted Subsidiaries, including all Permitted Refinancing Indebtedness Incurred to refund, refinance or replace any Indebtedness Incurred pursuant to this clause (1), in an aggregate principal amount at any time outstanding not to exceed 3.0% of Consolidated Net Tangible Assets at any time outstanding;

(2) the Incurrence of Non-Recourse Debt;

(3) the Incurrence of Existing Indebtedness;

(4) the Incurrence by the Company and the Guarantors of Indebtedness represented by the Notes and the Guarantees, in each case, issued on the Issue Date;

(5) the Incurrence by the Company or any Restricted Subsidiary of the Company of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance, replace, defease or discharge Indebtedness (other than intercompany Indebtedness) that was permitted by the Indenture to be Incurred under the first paragraph of this covenant or clauses (2), (4), or (12) of this paragraph;

(6) the Incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness owing to and held by the Company or any of its Restricted Subsidiaries; provided, however, that:

a) if the Company or any Guarantor is the obligor on such Indebtedness, such Indebtedness must be unsecured and is expressly subordinated to the prior payment in full in cash of all Obligations with respect to the Notes, in the case of the Company, or any Guarantee, in the case of a Guarantor;

b) such Indebtedness owed to the Company or any Guarantor must be unsubordinated obligations, unless the obligor under such Indebtedness is the Company or a Guarantor;

c) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary thereof and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary

thereof, will be deemed, in each case, to constitute an Incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the Guarantee by the Company or any of the Guarantors of Indebtedness of the Company or any Restricted Subsidiary of the Company that was permitted to be Incurred by another provision of this covenant;

(8) the Incurrence by the Company or any of its Restricted Subsidiaries of Hedging Obligations for the purpose of managing risks in the ordinary course of business and not for speculative purposes;

(9) the Incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness in respect of workers' compensation claims, self-insurance obligations, bankers' acceptances, performance bonds, completion bonds, bid bonds, appeal bonds and surety bonds or other similar bonds or obligations, and any Guarantees or letters of credit functioning as or supporting any of the foregoing, in each case provided by the Company or any of its Restricted Subsidiaries in the ordinary course of business;

(10) the Incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness constituting reimbursement obligations with respect to letters of credit issued in the ordinary course of business; provided that, upon the drawing of such letters of credit or the Incurrence of such Indebtedness, such obligations are reimbursed within one year following such drawing or Incurrence;

(11) the Incurrence by the Company or any of its Restricted Subsidiaries of Permitted Acquisition Indebtedness;

(12) any guarantee, indemnity, reimbursement or similar obligation or liability of the Company or any Restricted Subsidiary relating to the obligations of any Subsidiary under (i) any lease agreement for a Permitted Business or (ii) construction financing and/or tenant improvement allowances for a Permitted Business, in each case in the ordinary and consistent with past practices; or

(13) the Incurrence by the Company or any of its Restricted Subsidiaries of additional Indebtedness not otherwise permitted under clause (1) through (12) above in an aggregate amount at any time outstanding, including all Permitted Refinancing Indebtedness Incurred to refund, refinance, defease, discharge or replace any Indebtedness Incurred pursuant to this clause (13), not to exceed the greater of (a) $15 million or (b) the amount equal to 0.3 multiplied by the aggregate amount of Consolidated EBITDA for the most recently completed twelve fiscal months of the Company for which the internal financial statements are available immediately preceding the date on which such Indebtedness is Incurred.

For purposes of determining compliance with this covenant, in the event that any proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (12) above, or is entitled to be Incurred or issued pursuant to the first paragraph of this covenant, the Company will be permitted to divide and classify such item of Indebtedness at the time of its Incurrence in any manner that complies with this covenant. In addition, any Indebtedness originally divided or classified as Incurred pursuant to clauses (1) through (12) above or pursuant to the first paragraph of this covenant may later be re-divided or reclassified by the Company such that it will be deemed as having been Incurred pursuant to another of such clauses or such paragraph; provided that such re-divided or reclassified Indebtedness could be Incurred pursuant to such new clause or such paragraph at the time of such re-division or reclassification. Notwithstanding the foregoing, Indebtedness outstanding on the Issue Date will be deemed to have been Incurred on such date in reliance on the exception provided by clause (3) above. Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included in such determination.

Notwithstanding any other provision of this covenant and for the avoidance of doubt, the maximum amount of Indebtedness that may be Incurred pursuant to this covenant will not be deemed to be exceeded with respect to any outstanding Indebtedness due solely to the result of fluctuations in the exchange rates of currencies or increases in the value of property securing Indebtedness which occur subsequent to the date that such Indebtedness was Incurred as permitted by this covenant.

The Company will not, and will not permit any Guarantor to, Incur any Indebtedness that is subordinate in right of payment to any other Indebtedness of it or such Guarantor unless such Indebtedness is subordinate in right of

payment to such Guarantor's Guarantee to the same extent.

Liens

The Company will not, and will not permit any of the Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any nature whatsoever upon any asset or property now owned or hereafter acquired, except Permitted Liens, unless (in the case of any Lien other than relating to the Collateral) contemporaneously with the incurrence of such Lien, all payments due under the Indenture and the Notes are secured on a *pari passu* basis with such Lien.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock (or with respect to any other interest or participation in, or measured by, its profits) to the Company or any of its Restricted Subsidiaries or pay any liabilities owed to the Company or any of its Restricted Subsidiaries (it being understood that the priority of any preferred stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on any other Capital Stock shall not be deemed a restriction on the ability to pay any dividends or make any other distributions);

(2) make loans or advances to the Company or any of its Restricted Subsidiaries; or

(3) transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions:

(1) existing under, by reason of or with respect to any Existing Indebtedness, Capital Stock or any other agreements or instruments in effect on the Issue Date and any amendments, modifications, restatements, renewals, extensions, supplements, refundings, replacements or refinancings thereof, provided that the encumbrances and restrictions in any such amendments, modifications, restatements, renewals, increases, extensions, supplements, refundings, replacement or refinancings are, in the reasonable good faith judgment of the Chief Executive Officer and the Chief Financial Officer of the Company, not materially more restrictive, taken as a whole, than those contained in the Existing Indebtedness, Capital Stock or such other agreements or instruments, as the case may be, as in effect on the Issue Date;

(2) under agreements governing other Indebtedness permitted to be Incurred under the provisions of the covenant described above under the caption "— Covenants — Incurrence of Indebtedness" and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements if either the encumbrance or restriction (a) applies only in the event of a payment default or a default with respect to a financial covenant in such Indebtedness or agreement or (b) will not, in the reasonable good faith judgement of the Chief Executive Officer and the Chief Financial Officer of the Company, materially affect the Company's ability to make principal or interest payments on the Notes;

(3) set forth in the Indenture, the Notes and the Guarantees or contained in any other instrument relating to any such Indebtedness so long as the Company's Board of Directors determines that such encumbrances or restrictions are not materially more restrictive in the aggregate than those contained in the Indenture;

(4) existing under, by reason of or with respect to applicable law, rule, regulation, order, approval, license, permit or similar restriction;

(5) with respect to any Person or the property or assets of a Person acquired by the Company or any of its Restricted Subsidiaries existing at the time of such acquisition and not incurred in connection with, or in contemplation of, such acquisition, which encumbrance or restriction is not applicable to any Person or the

properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired and any amendments, modifications, restatements, renewals, increases, extensions, supplements, refundings, replacements or refinancings thereof, provided that the encumbrances and restrictions in any such amendments, modifications, restatements, renewals, increases, extensions, supplements, refundings, replacement or refinancings are, in the reasonable good faith judgment of the Chief Executive Officer and the Chief Financial Officer of the Company, not materially more restrictive, taken as a whole, than those in effect on the date of the acquisition;

(6) in the case of clause (3) of the first paragraph of this covenant:

a) that restrict in a customary manner the subletting, assignment or transfer of any property or asset that is a lease, license, conveyance or contract or similar property or asset;

b) existing by virtue of any transfer of, agreement to transfer, option or right with respect to, or Lien on, any property or assets of the Company or any Restricted Subsidiary thereof not otherwise prohibited by the Indenture;

c) purchase money obligations for property acquired in the ordinary course of business and Capital Lease Obligations, in each case which impose restrictions on the property so acquired;

d) provisions limiting the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements entered into with the approval of the Company's Board of Directors or in the ordinary course of business, which limitation is applicable only to the assets that are the subject of such agreements;

e) any instrument governing secured Indebtedness to the extent such restriction only affects the property that secures such Indebtedness pursuant to the Indebtedness Incurred and Liens granted in compliance with the Indenture; or

f) arising or agreed to in the ordinary course of business, not relating to any Indebtedness, and that do not, individually or in the aggregate, detract from the value of property or assets of the Company or any Restricted Subsidiary thereof in any manner material to the Company or any Restricted Subsidiary thereof;

(7) existing under, by reason of or with respect to any agreement for the sale or other disposition of all or substantially all of the Capital Stock of, or property and assets of, a Restricted Subsidiary that restrict distributions, loans or advances by that Restricted Subsidiary or transfers of such Capital Stock, property or assets pending such sale or other disposition;

(8) contained in Permitted Refinancing Indebtedness; provided that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness do not add any restriction that is prohibited by any of the initial clauses (1) through (3) of this covenant and otherwise are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(9) pursuant to Liens permitted to be incurred under the provisions of the covenant described above under the caption "— *Liens*" that limit the right of the debtor to dispose of the assets subject to such Liens;

(10) contained in agreements entered into in connection with Hedging Obligations permitted from time to time under the Indenture;

(11) existing under restrictions on cash or other deposits or net worth imposed by customers or required by insurance, surety or bonding companies, in each case, under contracts entered into in the ordinary course of business; and

(12) with respect to an Unrestricted Subsidiary of the Company pursuant to or by reason of an agreement that the Unrestricted Subsidiary is a party to entered into before the date on which such Unrestricted Subsidiary

became a Restricted Subsidiary; provided that such agreement was not entered into in anticipation of the Unrestricted Subsidiary becoming a Restricted Subsidiary and any such encumbrance or restriction shall not extend to any assets or property of the Company or any Restricted Subsidiary thereof other than the assets and property so acquired.

Merger, Consolidation or Sale of Assets

The Company will not, directly or indirectly: (1) consolidate, amalgamate or merge with or into another Person (regardless of whether the Company is the surviving Person or one of the Persons that amalgamates with one or more other Persons to form the continuing successor Person) or (2) sell, assign, lease, transfer, convey or otherwise dispose of all or substantially all of the properties and assets of the Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either: (a) the Company is the surviving Person (or one of the Persons that amalgamates with one or more other Persons to form the continuing successor Person); or (b) the Person formed by or surviving any such consolidation, amalgamation or merger (if other than the Company or one of the Persons that amalgamates with one or more other Persons to form the continuing successor Person) or to which such sale, assignment, transfer, conveyance or other disposition will have been made (i) is a Person organized or existing under the laws of (x) the United States, any state thereof or the District of Columbia or (y) Canada or any province or territory thereof and (ii) assumes all the obligations of the Company under the Notes, and the Indenture by operation of law or pursuant to agreements reasonably satisfactory to the Trustee;

(2) immediately after giving effect to such transaction, no Default or Event of Default exists;

(3) either (A) immediately after giving effect to such transaction on a pro forma basis, the Company or the Person formed by or surviving any such consolidation, amalgamation or merger (if other than the Company or one of the Persons that amalgamates with one or more other Persons to form the continuing successor Person), or to which such sale, assignment, transfer, conveyance or other disposition will have been made will be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the Consolidated Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "— Incurrence of Indebtedness" or (B) immediately after giving effect to such transaction on a pro forma basis and any related financing transactions as if the same had occurred at the beginning of the applicable four quarter period, the Consolidated Fixed Charge Coverage Ratio of the Company or the Person formed by or surviving any such consolidation, amalgamation or merger (if other than the Company or one of the Persons that amalgamates with one or more other Persons to form the continuing successor Person) is equal to or greater than the Consolidated Fixed Charge Coverage Ratio immediately before such transaction;

(4) each Guarantor will, pursuant to the terms of its Guarantee agree that its Guarantee will apply to the obligations of the Company or the surviving or continuing Person in accordance with the Notes and the Indenture (including this covenant); and

(5) the Company delivers to the Trustee an Officers' Certificate (attaching the arithmetic computation to demonstrate compliance with clause (3) above) certifying that all conditions precedent provided for in the Indenture relating to such transaction have been complied with and an Opinion of Counsel stating that such transaction and, if applicable, such agreement complies with this covenant.

Upon any consolidation, amalgamation or merger, or any sale, assignment, transfer, conveyance or other disposition of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries in accordance with this covenant, the continuing successor Person formed by the consolidation or amalgamation or into which the Company is merged or to which the sale, assignment, transfer, conveyance or other disposition is made, will succeed to and be substituted for the Company, and may exercise every right and power of the Company under the Indenture with the same effect as if the successor had been named as the Company therein. When the continuing successor Person assumes all of the Company's obligations under the Indenture pursuant to a supplemental Indenture in form and substance reasonably satisfactory to the Trustee and delivers to the Trustee the related Officers' Certificate and Opinion of Counsel, the Company will be discharged from those obligations; provided, however, that the Company

shall not be relieved from the obligation to pay the principal of and interest on the Notes in the case of a lease of all or substantially all of the Company's assets.

The preceding provisions of this covenant will not apply to:

(1) a merger of the Company with an Affiliate solely for the purpose of reincorporating or continuing the Company in another jurisdiction; or

(2) any consolidation, amalgamation or merger, or any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among the Company and/or its Restricted Subsidiaries, that are Guarantors.

Transactions with Affiliates

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into, make, amend, renew or extend any transaction, contract, agreement, understanding, loan, advance or Guarantee with, or for the benefit of, any Affiliate of the Company (each, an "**Affiliate Transaction**") involving aggregate consideration in excess of $5 million for any Affiliate Transaction or series of related Affiliated Transactions, unless:

(1) such Affiliate Transaction is on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable arm's-length transaction, taken as a whole, by the Company or such Restricted Subsidiary with a Person that is not an Affiliate of the Company and is approved by a majority of disinterested directors; and

(2) the Company delivers to the Trustee with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10 million, a Board Resolution set forth in an Officers' Certificate certifying that such Affiliate Transaction or series of related Affiliate Transactions complies with this covenant and that such Affiliate Transaction or series of related Affiliate Transactions has been approved by a majority of the disinterested members of the Board of Directors of the Company:

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) transactions between or among the Company and/or its Restricted Subsidiaries;

(2) payment of reasonable fees to, and reasonable and customary indemnification and similar payments to officers, directors, employees or consultants of the Company and its Subsidiaries;

(3) any Permitted Investments or Restricted Payments that are permitted by the provisions of the Indenture described above under the caption "*— Restricted Payments;*"

(4) any issuance of Equity Interests (other than Disqualified Stock) of the Company, or receipt of any capital contribution from any Affiliate of the Company;

(5) transactions with a Person (other than an Unrestricted Subsidiary of the Company) that is an Affiliate of the Company solely because the Company owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person;

(6) transactions pursuant to agreements or arrangements in effect on the Issue Date and described in this Prospectus (including in any of the documents incorporated by reference herein), or any amendment, modification, or supplement thereto or replacement thereof, as long as such agreement or arrangement, as so amended, modified, supplemented or replaced, taken as a whole, is not materially more disadvantageous to, or restrictive on, the Company and its Restricted Subsidiaries than the original agreement or arrangement in existence on the Issue Date;

(7) any employment, consulting, service or termination agreement, employee benefit plan or arrangement, reasonable indemnification arrangements or any similar agreement, plan or arrangement, entered into by the Company or any of its Restricted Subsidiaries with officers, director, consultants or employees of the Company or any of its Restricted Subsidiaries and the payment of compensation or benefits to officers, directors, consultants and employees of the Company or any of its Subsidiaries (including amounts paid pursuant to employee benefit plans, employee stock option or similar plans), and any payments, indemnities or other transactions permitted or required by bylaw, statutory provisions or any of the foregoing agreements, plans or arrangements; so long as such agreement or payment has been approved by a majority of the disinterested members of the Board of Directors of the Company;

(8) transactions permitted by, and complying with, the provisions of the Indenture described below under "— *Merger, Consolidation or Sale of Assets*;"

(9) transactions with Affiliates solely in their capacity as holders of Indebtedness or Capital Stock of the Company or any of its Subsidiaries, so long as such transaction is with all holders of such class (and there are such non-Affiliate holders) and such Affiliates are treated no more favorably than all other holders of such class generally;

(10) any agreement between any Person and an Affiliate of such Person existing at the time such Person is acquired by or merged or consolidated with or into the Company or a Restricted Subsidiary, as such agreement may be amended, modified, supplemented, extended or renewed from time to time; provided that such agreement was not entered into contemplation of such acquisition, merger or consolidation, and so long as any such amendment, modification, supplement, extension or renewal, when taken as a whole, is not materially more disadvantageous to the Holders of the Notes in any material respect, than the applicable agreement as in effect on the date of such acquisition, merger or consolidation;

(11) payments to an Affiliate in respect of the Notes or any other Indebtedness of the Company or any of its Restricted Subsidiaries on the same basis as concurrent payments are made or offered to be made in respect thereof to non-Affiliates or on a basis more favorable to such non-Affiliate;

(12) any guarantee, indemnity, reimbursement or similar obligation or liability of the Company or any Restricted Subsidiary relating to the obligations of any Subsidiary under (i) any lease agreement for a Permitted Business or (ii) construction financing and/or tenant improvement allowances for a Permitted Business, in each case in the ordinary and consistent with past practices; or

(13) transactions with customers, clients, joint ventures, joint venture partners, suppliers, or purchasers or sellers of goods or services that are Affiliates of the Company, in each case in the ordinary course of business and otherwise in compliance with the terms of the indenture, provided that in the reasonable determination of the Board of Directors of the Company, such transactions are on terms not less favorable to the Company or the relevant Restricted Subsidiary than those that could reasonably be expected to be obtained in an comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Company.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of the Company may designate any Restricted Subsidiary of the Company to be an Unrestricted Subsidiary; provided that:

(1) any Guarantee by the Company or any Restricted Subsidiary thereof of any Indebtedness of the Subsidiary being so designated will be deemed to be an Incurrence of Indebtedness by the Company or such Restricted Subsidiary (or both, if applicable) at the time of such designation, and such Incurrence of Indebtedness would be permitted under the covenant described above under the caption "— *Incurrence of Indebtedness*;"

(2) the aggregate Fair Market Value of all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary being so designated (including any Guarantee by the Company or any Restricted Subsidiary thereof of any Indebtedness of such Subsidiary) will, unless it otherwise constitutes a

Permitted Investment, be deemed to be a Restricted Investment made as of the time of such designation and that such Investment would be permitted under the covenant described above under the caption "— *Restricted Payments*;"

(3) such Subsidiary does not hold any Liens on any property of the Company or any Restricted Subsidiary thereof;

(4) the Subsidiary being so designated:

a) is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation (i) to subscribe for additional Equity Interests or (ii) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results;

b) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any of its Restricted Subsidiaries, except to the extent such Guarantee or credit support would be released upon such designation; and

c) is not a party to any agreement or understanding with the Company or any of its Restricted Subsidiaries unless the terms of any such agreement would be permitted under the caption "— Transactions with Affiliates";

(5) simultaneously with such designation, the Company designates an Unrestricted Subsidiary to be a Restricted Subsidiary and the Consolidated EBITDA for the most recently completed twelve fiscal months for which internal financial statements are immediately available of such Unrestricted Subsidiaries is equal to or greater than the Consolidated EBITDA for the most recently completed twelve fiscal months for which internal financial statements are immediately available of such Restricted Subsidiary; and

(6) no Default or Event of Default would be in existence following such designation.

Any designation of a Restricted Subsidiary of the Company as an Unrestricted Subsidiary will be evidenced to the Trustee by filing with the Trustee the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the preceding conditions and was permitted by the Indenture. If, at any time, any Unrestricted Subsidiary would fail to meet any of the preceding requirements described in sub clauses (a), (b) or (c) of clause (4) above, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary will be deemed to be Incurred or made by a Restricted Subsidiary of the Company as of such date and, if such Indebtedness, Investments or Liens are not permitted to be Incurred or made as of such date under the Indenture, the Company will be in default under the Indenture.

The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that:

(1) such designation will be deemed to be an Incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation will only be permitted if such Indebtedness is permitted under the covenant described under the caption "— *Incurrence of Indebtedness*;"

(2) all outstanding Investments owned by such Unrestricted Subsidiary will be deemed to be made as of the time of such designation and such designation will only be permitted if such Investments would be permitted under the covenant described above under the caption "— *Restricted Payments*;" provided that such outstanding Investments shall be valued at the lesser of (a) the Fair Market Value of such Investments measured on the date of such designation and (b) the Fair Market Value of such Investments measured at the time each such Investment was made by such Unrestricted Subsidiary;

(3) all Liens upon property or assets of such Unrestricted Subsidiary existing at the time of such designation would be permitted under the caption "— *Liens*;" and

(4) no Default or Event of Default would be in existence following such designation.

Guarantees

Subject to the following paragraph, a Guarantor may not sell, assign, transfer, convey or otherwise dispose of all or substantially all of its assets, in one or more related transactions, to, or consolidate or amalgamate with or merge with or into (regardless of whether such Guarantor is the surviving Person), another Person, other than the Company or another Guarantor, unless:

(1) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(2) either:

a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation, amalgamation or merger (if other than the Guarantor) is organized or existing under the laws of (x) the United States, any state thereof or the District of Columbia, (y) Canada or any province or territory thereof or (z) the jurisdiction of organization of the Guarantor, and assumes all the obligations of that Guarantor under the Indenture and its Guarantee by operation of law or pursuant to any agreement reasonably satisfactory to the Trustee; or

b) such sale or other disposition or consolidation, amalgamation or merger complies with the covenant described above under the caption "*— Repurchase at the Option of Holders — Asset Sales*."

The Guarantee of a Guarantor will be automatically released:

(1) in connection with any sale, assignment, transfer, conveyance or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation), in one or more related transactions, to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary of the Company, if the sale or other disposition does not violate the covenant described above under the caption "*— Repurchase at the Option of Holders — Asset Sales*;"

(2) in connection with any sale or other disposition of the Capital Stock of a Guarantor to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of the Company after which such Guarantor is no longer a Subsidiary of the Company, if the sale of such Capital Stock of that Guarantor complies with the covenant described above under the caption "*— Repurchase at the Option of Holders — Asset Sales*;"

(3) if the Company properly designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary under the Indenture;

(4) if the Guarantor is released in full from its obligations under any other Indebtedness which resulted in the creation of such Guarantee pursuant to this covenant; or

(5) upon Legal Defeasance, Covenant Defeasance or satisfaction and discharge of the Indenture as provided below under the captions "*— Legal Defeasance and Covenant Defeasance*" and "*— Satisfaction and Discharge*."

Future Note Guarantees

The Company will cause (i) any Subsidiary acquired or created after the Issue Date and which is designated by the Company as a Restricted Subsidiary; and (ii) any Unrestricted Subsidiary that is designated as a Restricted Subsidiary, to execute and deliver to the Collateral Trustee a Guarantee.

The obligations of each Guarantor formed under the laws of the United States or any state thereof or the District of Columbia will be limited to the maximum amount that will result in the obligations of such Guarantor under its

Guarantee not constituting a fraudulent conveyance or fraudulent transfer under applicable law.

Provision of Financial Information

The Company will provide to the Trustee, and the Trustee shall deliver to the Holders, the following:

(1) within 60 days after the end of each quarterly fiscal period in each fiscal year of the Company, other than the last quarterly fiscal period of each such fiscal year, copies of:

a) an unaudited consolidated statements of financial position as at the end of such quarterly fiscal period and unaudited consolidated statements of net income and other comprehensive income, cash flows and changes in equity of the Company for such quarterly fiscal period and, in the case of the second and third quarters, for the portion of the fiscal year ending with such quarter; and

b) an associated "Management's Discussion and Analysis"; and

(2) within 120 days after the end of each fiscal year of the Company, copies of:

a) an audited consolidated statements of financial position of the Company as at the end of such year and audited consolidated statements of net income and other comprehensive income, cash flows and changes in equity of the Company for such fiscal year, together with a report of the Company's auditors thereon; and

b) an associated "Management's Discussion and Analysis";

in the case of each of the foregoing sub clauses (1)(a) and (2)(a) prepared in accordance with IFRS. The reports referred to in the foregoing sub clauses (1) and (2) are collectively referred to as the "Financial Reports."

The Company will, within 15 Business Days after providing to the trustee any Financial Report, hold a conference call to discuss such Financial Report and the results of operations for the applicable reporting period. The Company will also maintain a website to which Holders, prospective investors and securities analysts are given access, on which not later than the date by which the Financial Reports are required to be provided to the trustee pursuant to the immediately preceding paragraph, the Company (i) makes available such Financial Reports and (ii) provides details about how to access on a toll-free basis the quarterly conference calls described above.

Notwithstanding the foregoing paragraphs, at any time that the Company remains a "reporting issuer" (or its equivalent) in any province or territory of Canada, (i) all Financial Reports will be deemed to have been provided to the Trustee and the Holders once filed on the System for Electronic Document Analysis and Retrieval (SEDAR) or any successor system thereto, (ii) the Company will not be required to maintain a website on which it makes such Financial Reports available, and (iii) if the Company holds a quarterly conference call for its equity holders within 15 Business Days of filing a Financial Report on SEDAR or any successor system thereto, Holders shall be permitted to attend such conference call.

Business Activities

The Company will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than Permitted Businesses, except to such extent as would not be material to the Company and its Restricted Subsidiaries taken as a whole.

Payments for Consent

The Company will not, and will not permit any Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder or Beneficial Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture or the Notes unless such consideration is offered to be paid and is paid to all Holders or Beneficial Holders that consent, waive or agree to amend in the time frame set for the in the solicitation documents relating to such consent, waiver or agreement.

Suspension of Covenants

If on any date following the Issue Date, (a) the Company has an Investment Grade Rating from at least 50% of the Designated Rating Organizations that have provided ratings of the Notes ("Investment Grade Status"), and (b) no Default or Event of Default shall have occurred and be continuing on such date, then beginning on that day and continuing until such time, if any, at which the Notes cease to have Investment Grade Status (such period, the "**Suspension Period**"), the covenants specifically listed under the following captions in this "Description of Notes" (the "**Suspended Covenants**") will no longer be applicable to the Notes and any related default provisions of the Indenture will cease to be effective and will not be applicable to the Company and its Restricted Subsidiaries:

(1) "— Covenants — Restricted Payments";

(2) "— Covenants — Incurrence of Indebtedness";

(3) "— Covenants — Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries";

(4) "— Covenants — Transactions with Affiliates";

(5) "— Repurchase at the Option of Holders — Asset Sales"; and

(6) clause (3) under "— Covenants — Merger, Consolidation or Sale of Assets".

If at any time the Notes cease to have Investment Grade Status, then the Suspended Covenants will thereafter be reinstated as if such covenants had never been suspended (the "Reversion Date") and be applicable pursuant to the terms of the Indenture with respect to future events for the benefit of the Notes (including in connection with performing any calculation or assessment to determine compliance with the terms of the Indenture), unless and until the Notes again achieve Investment Grade Status and no Default or Event of Default shall have occurred and be continuing on such date (in which event the Suspended Covenants shall no longer be in effect unless and until the Notes cease to have such Investment Grade Status). Such Suspended Covenants will not, however, be of any effect with regard to the actions of the Company and its Restricted Subsidiaries properly taken during the continuance of the Suspension Period.

With respect to the Restricted Payments made after any Reversion Date, the amount of Restricted Payments will be calculated as though the covenant described under the caption "*—Restricted Payments*" had been in effect prior to, but not during, the Suspension Period. All Indebtedness incurred, or Disqualified Stock issued, during the Suspension Period will be classified to have been incurred or issued pursuant to clause (2) of the second paragraph of the caption "*—Incurrence of Indebtedness*". Any encumbrance or restriction of the type specified in clauses (1), (2) and (3) of the first paragraph under the caption "—Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries" entered into (or which the Company or any Restricted Subsidiary become legally obligated to enter into) during the Suspension Period will be deemed to have been in effect on the Issue Date so that they are permitted under clause (1) of the second paragraph of such covenant. Any contract, agreement, loan, advance or Guarantee with or for the benefit of any Affiliate of the Company entered into (or which the Company or any Restricted Subsidiary became legally obligated to enter into) during the Suspension Period will be deemed to have been in effect on the Issue Date so that they are permitted under clause (6) of the second paragraph under the caption "*—Transactions with Affiliates*". Upon the occurrence of a Suspension Period, the amount of Excess Proceeds shall be reset at zero. During a Suspension Period, the Company may not designate any of its Restricted Subsidiaries to be Unrestricted Subsidiaries.

Notwithstanding that the Suspended Covenants may be reinstated, and notwithstanding anything else contained herein:

(1) no Default or Event of Default will be deemed to have occurred as a result of a failure to comply with the Suspended Covenants during the Suspension Period (or on the Reversion Date) or after the Suspension Period based solely on events that occurred during the Suspension Period; and

(2) neither (a) the continued existence, after the Reversion Date, of facts or circumstances or obligations that were incurred or otherwise came into existence during a Suspension Period nor (b) the performance of any such obligations, shall constitute a breach of any covenant set forth in the Indenture or cause a Default or Event of Default thereunder; provided that (1) the Company and its Restricted Subsidiaries did not incur or otherwise cause such facts or circumstances or obligations to exist in anticipation of the Notes ceasing to have Investment Grade Status and (2) the Company reasonably expected that such incurrence or actions would not result in such ceasing.

The Company shall notify the Trustee that the first two conditions set forth in the first paragraph under this "— *Suspension of Covenants*" covenant has been satisfied; provided that such notification shall not be a condition for the suspension of the covenants set forth above to be effective. The Trustee shall be under no obligation to monitor the ratings of the Notes, determine whether the Notes achieve Investment Grade Status or notify the Holders that the conditions set forth in the first paragraph under this "—*Suspension of Covenants*" covenant have been satisfied.

There can be no assurance that the Notes will ever achieve or maintain an Investment Grade Status.

Events of Default and Remedies

Each of the following is an "**Event of Default**":

(1) default for 30 days in the payment when due of interest on the Notes;

(2) except as contemplated in clause 4 below, default in payment when due of the principal of, or premium, if any, on the Notes (whether at maturity, upon redemption or upon a required repurchase) pursuant to its obligations described under the captions "— *Repurchase at the Option of Holders — Change of Control*" or "— *Repurchase at the Option of Holders — Asset Sales*;"

(3) failure by the Company to comply with its obligations described under the caption "— *Covenants — Merger, Consolidation or Sale of Assets*";

(4) failure by the Company for 30 days to comply with the provisions described under the captions "— *Repurchase at the Option of Holders — Change of Control*" or "— *Repurchase at the Option of Holders — Asset Sales*" to the extent not described in clause (2) above;

(5) failure by the Company or any of its Restricted Subsidiaries for 60 days (or 90 days in the case of a Reporting Failure) after written notice by the Trustee or Holders representing 51% or more of the aggregate principal amount of Notes outstanding to comply with any of the other agreements in the Indenture;

(6) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries (or the payment of which is Guaranteed by the Company or any of its Restricted Subsidiaries) whether such Indebtedness or Guarantee now exists, or is created after the Issue Date, if that default:

a) is caused by a failure to make any payment on such Indebtedness when due and prior to the expiration of the grace period, if any, provided in such Indebtedness (a "**Payment Default**"); or

b) results in the acceleration of such Indebtedness prior to its stated maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default which remains outstanding or the maturity of which has been so accelerated for a period of 30 days or more, aggregates $50 million or more, provided that if any such Payment Default is cured or waived or any such acceleration is rescinded, as the case may be, such Event of Default under the Indenture and any consequential acceleration of the Notes shall be automatically rescinded, so long as such rescission does not conflict with any judgement or decree;

(7) failure by the Company or any of its Restricted Subsidiaries to pay final non-appealable judgments (to the extent such judgments are not paid or covered by in-force insurance provided by a reputable carrier that has the ability to perform and has acknowledged coverage in writing) aggregating in excess of $25 million, which judgments are not paid, discharged or stayed for a period of 60 days;

(8) except as permitted by the Indenture, any Guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect or any Guarantor, or any Person acting on behalf of any such Guarantor, denies or disaffirms its obligations under its Guarantee;

(9) certain events of bankruptcy or insolvency with respect to the Company or any Restricted Subsidiary;

(10) if the Security Documents shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected Lien on any material portion of the Collateral purported to be covered thereby and the Company or the applicable Guarantor does not take all steps required to provide the Collateral Trustee with a valid and perfected Lien against such Collateral within five (5) days of request therefor by the Collateral Trustee or the Trustee; and

(11) either (i) any default under the material terms of any Material Permit held by a Restricted Subsidiary (after the expiry of any grace period or cure period provided by applicable law or regulations) if such default has a Material Adverse Effect, or (ii) any agreement by the Company or a Restricted Subsidiary to surrender or terminate any Material Permit prior to the expiry date set out in the applicable Material Permit, in either case, unless such Material Permit is replaced within 60 days by a substantially similar Material Permit on terms and conditions no more onerous or restrictive than the Material Permit forfeited or terminated under subsections (i) or (ii) or such Material Permit is to be renewed or replaced by the applicable regulatory authority in accordance with applicable law.

The Indenture contains a provision providing that in the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Company or any Restricted Subsidiary, all outstanding Notes will become due and payable immediately without further action or notice. However, the effect of such provision may be limited by applicable laws. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 51% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately by notice in writing to the Company specifying the Event of Default.

Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest.

The Holders of at least 51% of the principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes rescind any acceleration or waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, the Notes. The Holders of a majority in principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or the Indenture, that may involve the Trustee in personal liability, or that the Trustee determines in good faith may be unduly prejudicial to the rights of Holders of Notes not joining in the giving of such direction and may take any other action it deems proper that is not inconsistent with any such direction received from Holders of Notes. A Holder may not pursue any remedy with respect to the Indenture or the Notes unless:

(1) the Holder has previously given the Trustee written notice of a continuing Event of Default;

(2) the Holder or Holders of at least 51% in aggregate principal amount of outstanding Notes make a written request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer the Trustee indemnity satisfactory to the Trustee against any costs, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and

(5) during such 60-day period, the Holders of a majority in aggregate principal amount of the outstanding Notes do not give the Trustee a direction that is inconsistent with the request.

However, such limitations do not apply to the right of any Holder of a note to receive payment of the principal of, premium, if any, or interest on, such note or to bring suit for the enforcement of any such payment, on or after the due date expressed in the Notes, which right will not be impaired or affected without the consent of the Holder.

The Company is required to deliver to the Trustee annually within 90 days after the end of each fiscal year a written statement regarding compliance with the Indenture. Upon becoming aware of any Default or Event of Default, the Company is required to deliver to the Trustee a written statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, consultant, contractor, incorporator, stockholder, shareholder, member, manager or partner of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture, or the Guarantees, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the Canadian and United States federal securities laws.

Legal Defeasance and Covenant Defeasance

The Company at any time may terminate all of its obligations and the obligations of the Guarantors under the Notes, the Indenture and the Guarantees ("**Legal Defeasance**"), except for:

(1) the rights of Holders to receive payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due solely out of the trust created pursuant to the Indenture;

(2) the Company's obligations concerning issuing temporary Notes, mutilated, destroyed, lost, or stolen Notes and the maintenance of a register in respect of the Notes;

(3) the rights, powers, trusts, duties and immunities of the Trustee, and the Company's obligations in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Company may, at its option and at any time, terminate its obligations and those of each Guarantor under most of the covenants in the Indenture, except as otherwise described in the Indenture ("Covenant Defeasance"), and thereafter any omission to comply with such obligations shall not constitute a Default or Event of Default with respect to the Notes. If Covenant Defeasance occurs, all Events of Default (except those relating to non-payment, bankruptcy, receivership, rehabilitation or insolvency events) will no longer constitute an Event of Default with respect to the Notes.

The Company may exercise its Legal Defeasance option notwithstanding its prior exercise of its Covenant Defeasance option.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Company must deposit or cause to be deposited with the Trustee as trust funds or property in trust for the purpose of making payment on such Notes an amount of cash or Government Securities as will,

together with the income to accrue thereon and reinvestment thereof, be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm, or firm of independent public accountants, to pay, satisfy and discharge the entire principal, interest, if any, premium, if any and any other sums due to the Stated Maturity or an optional redemption date of the Notes;

(2) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and the granting of Liens to secure such borrowing);

(3) the Company must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders over its other creditors or with the intent of defeating, hindering, delaying, or defrauding any of its other creditors or others;

(4) the Company must deliver to the Trustee: an opinion of counsel acceptable to the Trustee in its reasonable judgment or an advance tax ruling from the Canada Revenue Agency (or successor agency) to the effect that the Holders and Beneficial Holders of outstanding Notes will not recognize income, gain, or loss for Canadian federal, provincial or territorial income or other tax purposes as a result of such Legal Defeasance or Covenant Defeasance, as the case may be, and will be subject to Canadian federal, provincial or territorial income or other tax on the same amounts, in the same manner, and at the same times as would have been the case if such Legal Defeasance or Covenant Defeasance, as the case may be, had not occurred;

(5) the Company must satisfy the Trustee that it has paid, caused to be paid or made provisions for the payment of all applicable expenses of the Trustee;

(6) the Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a Default under, any material agreement or instrument (other than the Indenture) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound; and

(7) the Company must deliver to the Trustee an Officers' Certificate stating that all conditions precedent herein provided relating to the Legal Defeasance or Covenant Defeasance, as the case may be, have been complied with.

Any funds or obligations deposited with the Trustee pursuant to the above provisions shall be (a) denominated in the currency or denomination of the Notes in respect of which such deposit is made, (b) irrevocable, subject to certain exceptions, and (c) made under the terms of an escrow and/or trust agreement in form and substance satisfactory to the Trustee and which provides for the due and punctual payment of the principal of, premium, if any, and interest on the Notes being satisfied.

If the Trustee is unable to apply any money in accordance with the above provisions by reason of any legal proceeding or any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's and the Guarantors' obligations under the Indenture and the affected Notes shall be revived and reinstated as though no money had been deposited pursuant to the above provisions until such time as the Trustee is permitted to apply all such money in accordance with the above provisions, provided that if the Company has made any payment in respect of principal of, premium, if any, or interest on Notes or, as applicable, other amounts because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee.

Amendment, Supplement and Waiver

Except as provided in the next three succeeding paragraphs, the Indenture, the Notes, or the Guarantees may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) or pursuant to a resolution passed by the Holders representing at least a majority in principal amount of the Notes represented at a meeting of Holders constituted in accordance with the requirements set out in the Indenture, and any existing Default or Event of Default or lack of compliance with any provision of the

Indenture, the Notes, or the Guarantees, may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) or pursuant to a resolution passed by the Holders representing at least a majority in principal amount of the Notes represented at a meeting of Holders constituted in accordance with the requirements set out in the Indenture.

Without the consent of, or an affirmative resolution passed by the affirmative votes of or signed by, each Holder affected, an amendment or waiver may not (with respect to any Notes held by a non-consenting Holder):

(1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any note or alter the provisions, or waive any payment with respect to the redemption of the Notes (other than with respect to any required notice periods); provided, however, that solely for the avoidance of doubt, and without any other implication, any purchase or repurchase of Notes, including pursuant to the covenants described above under the caption "— *Repurchase at the Option of Holders*," as distinguished from any redemption of Notes, shall not be deemed a redemption of the Notes;

(3) reduce the rate of or change the time for payment of interest on any note;

(4) waive a Default or Event of Default in the payment of principal of, or interest, or premium, if any, on, the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the Payment Default that resulted from such acceleration);

(5) make any note payable in money other than U.S. dollars;

(6) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of, or interest or premium, if any, on, the Notes;

(7) impair the right to institute suit for the enforcement of any payment on or with respect to the Notes or the Guarantees;

(8) amend or modify any of the provisions of the Indenture or the related definitions affecting the ranking of the Notes or any Guarantee in any manner adverse to the Holders of the Notes or any Guarantee;

(9) make any change in the preceding amendment and waiver provision;

(10) release any Guarantor from any of its obligations under its Guarantee, or the Indenture, except in accordance with the terms of the Indenture;

(11) waive, amend, change or modify the obligation of the Company to make and consummate an Asset Sale Offer with respect to any Asset Sale in accordance with the covenant described under the caption "— Repurchase at the Option of Holders — Asset Sales" after the obligation to make such Asset Sale Offer has arisen, including amending, changing or modifying any definition relating thereto;

(12) waive, amend, change or modify in any material respect the Company's obligation to make and consummate a Change of Control Offer in the event of a Change of Control in accordance with the covenant described under the caption "— Repurchase at the Option of Holders — Change of Control" after the occurrence of such Change of Control, including amending, changing or modifying any definition relating thereto;

(13) release a material portion of the Collateral from the Lien, other than in accordance with the terms of the Security Documents and/or Indenture; or

(14) release a Guarantor from its obligations under the Indenture or make any change in the Indenture that would adversely affect the rights of holders of Notes to receive payments under the Indenture, other than in accordance with the provisions of the Indenture.

Notwithstanding the preceding, without the consent of any Holder of Notes, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees, or the Security Documents:

(1) to cure any ambiguity, defect or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to provide for the assumption of the Company's or any Guarantor's obligations to Holders of Notes in the case of a merger, amalgamation or consolidation or sale of all or substantially all of the Company's or such Guarantor's assets;

(4) to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not materially adversely affect the legal rights under the Indenture of any Holder of Notes;

(5) to add any Guarantee or to effect the release of a Guarantor from its Guarantee and the termination of such Guarantee, all in accordance with the provisions of the Indenture governing such release and termination or to otherwise comply with the provisions described under "*— Covenants — Guarantees*;"

(6) to secure the Notes or any Guarantees or any other obligation under the Indenture;

(7) to evidence and provide for the acceptance of appointment by a successor Trustee;

(8) to conform the text of the Indenture, the Notes, the Guarantees, or the Security Documents to any provision of this "*Description of Notes*" to the extent that such provision in this "*Description of Notes*" was intended to be a verbatim recitation of a provision of the Indenture, the Guarantees or the Notes;

(9) to provide for the issuance of Additional Notes in accordance with the Indenture;

(10) to enter into additional or supplemental Security Documents or to add additional parties to the Security Documents to the extent permitted thereunder and under the indenture;

(11) allow any Guarantor to execute a Guarantee; or

(12) to release Collateral from the Liens when permitted or required by the Indenture and the Security Documents or add assets to Collateral to secure Indebtedness.

The consent of the Holders of the Notes is not necessary under the Indenture to approve the particular form of any proposed amendment or waiver. It is sufficient if such consent approves the substance of the proposed amendment or waiver.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder, when: either:

(1) all Notes that have been authenticated (except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust and thereafter repaid to the Company) have been delivered to the Trustee for cancellation; or

(2) all Notes that have not been delivered to the Trustee for cancellation have become due and payable, including by redemption, by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year and the Company or any Guarantor has irrevocably deposited or caused to

be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(3) no Default or Event of Default has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit);

(4) such deposit will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the Indenture) to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound;

(5) the Company or any Guarantor has paid or caused to be paid all sums payable by it under the Indenture; and

(6) the Company has delivered irrevocable written instructions to the Trustee under the Indenture to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be.

In addition, the Company must deliver to the Trustee (a) an Officers' Certificate, stating that all conditions precedent set forth in clauses (1) through (5) above have been satisfied, and (b) an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and qualifications), stating that all conditions precedent set forth in clauses (3) and (5) above have been satisfied; provided that the Opinion of Counsel with respect to clause (3) above may be to the knowledge of such counsel.

Governing Law

The Indenture, the Notes and the Guarantees will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Concerning the Trustee

The Trustee assumes no responsibility for the accuracy or completeness of the information concerning the Company or its affiliates or any other party contained in this document or the related documents or for any failure by the Company or any other party to disclose events that may have occurred and may affect the significance or accuracy of such information. The Trustee will be permitted to engage in other transactions; provided however, if it acquires any conflicting interest it must eliminate such conflict within 90 days with the Company or its affiliates.

The Indenture will provide that the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent person in the conduct of such person's own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder of Notes, unless such Holder will have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

Depository Procedures, Book-Entry, Delivery and Form

The Notes are being offered and sold to qualified buyers in Canada pursuant to a prospectus offering under Canadian securities laws. Except as set forth below, the Notes will be issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Notes will be issued at the closing of this Offering only against payment in immediately available funds.

Except as otherwise specified below, Notes will be issued in "book-entry only" form, and beneficial interests therein must be purchased or transferred through participants ("**Participants**") in the depository service of CDS or such other person who is designated in writing by the Company to act as depository, which includes securities brokers and underwriters, banks and trust companies. On the Issue Date, the Company will cause one or more Global Notes

to be delivered to, and registered in the name of CDS or its nominee or will cause such Global Notes to be issued or authenticated in uncertificated format for electronic deposit in the record entry securities transfer and pledge system administered by the Depository, or any successor system, as applicable.

Direct and indirect Participants in CDS will record beneficial ownership of the Global Notes on behalf of their accountholders or participants, as applicable. The following description of the operations and procedures of CDS is based on information furnished by CDS and is provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. The Company takes no responsibility for these operations and procedures and urges investors to contact the system or their participants directly to discuss these matters.

The Agent is a Participant. Ownership of beneficial interests in the Global Notes will only be shown on, and the transfer of that ownership will be effected only through, records maintained by CDS or its nominee, CDS & Co. (with respect to interests of Participants) and the records of Participants (with respect to interests of persons other than Participants).

Transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of CDS and those of its Participants, which rules and procedures may change from time to time, in addition to the certification and other procedures under the Indenture governing the Notes.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only by CDS to another nominee of CDS, by a nominee of CDS to CDS or another nominee, or by CDS or this nominee to a successor of CDS or a nominee of this successor. Beneficial interests in the Global Notes may not be exchanged for Notes in certificated form except in the limited circumstances described below and subject to customary certification requirements set forth in the Indenture. See "*— Exchange of Notes and Beneficial Interests in Global Notes*."

Except as described below, owners of beneficial interests in the Global Notes will not have Notes registered in their names or be shown on the records maintained by CDS (except through a book-entry account of a Participant acting on their behalf), will not receive physical delivery of such Notes in definitive certificated form, and will not be considered the registered owners or "Holders" thereof under the Indenture for any purposes.

As long as CDS or its nominee, CDS & Co., is the registered holder of the Global Notes, CDS or such nominee, as the case may be, will be considered the sole owner and Holder represented by such Global Notes for the purpose of receiving payments and for all other purposes under the Indenture governing the Notes. Owners of beneficial interests in the Global Notes will receive a confirmation of purchase from the Agent or other dealer from whom a beneficial interest in the Notes is purchased in accordance with the practices and procedures of that registered dealer. CDS will be responsible for establishing and maintaining book-entry accounts for its Participants having interests in the Global Notes. The ability of a purchaser to pledge Notes or otherwise take action with respect to such purchaser's interest therein (other than through a Participant) may be limited due to the lack of a physical certificate. Subject to the following considerations, interests in the Global Notes will trade in CDS's same-day settlement system.

Same Day Settlement and Payment; Notices

While the book-entry system is in effect, the Company will make payments in respect of the Notes represented by the Global Notes (including principal, interest and premium, if any, on the Global Notes), by wire transfer of immediately available funds either directly or via the Trustee to CDS or its nominee, CDS & Co., as the Holder thereof. Transfers between Participants in CDS will be effected in accordance with CDS's procedures, and will be settled in same-day funds.

The rules governing CDS provide that it acts as the agent and Depository for the Participants. As a result, such Participants must look solely to CDS and purchasers acquiring a beneficial interest in the Notes must look solely to Participants for the payment of the principal and interest on the Notes paid to CDS.

None of the Company, the Agent, the Trustee or any of their respective agents will have any responsibility or liability for (i) any aspect of the records maintained by CDS relating to or payment made on account of beneficial

ownership interests in the Global Notes held by CDS or the book-entry accounts maintained by CDS, (ii) maintaining, supervising or reviewing any records relating to such beneficial ownership interests, or (iii) any advice or representation made by or with respect to CDS and contained herein or in the Indenture governing the Notes with respect to the rules and regulations of CDS or at the directions of Participants.

An owner of beneficial interests in the Global Notes must rely on the procedures of CDS and, if such owner of beneficial interests is not a Participant, on the procedures of the Participant through which it owns its interests, to exercise any rights with respect to the Notes. The Company understands that under existing policies of CDS and industry practices, if the Company requests any action of owners of beneficial interests in the Global Notes or if any owner of beneficial interests in the Global Notes desires to give any notice or take any action which a Holder is entitled to give or take with respect to the Notes, CDS would authorize the Participant acting on behalf of such owner of beneficial interests to give such notice or to take such action, in accordance with the procedures established by CDS or agreed to from time to time by the Company, the Trustee and CDS. Any owner of beneficial interests in the Global Notes that is not a Participant must rely on the contractual arrangement it has directly, or indirectly through its financial intermediary, with its Participant to give such notice or take such action. Accordingly, all references herein to payments, notices, reports and statements to, actions by, or rights of Holders will refer to the same made or exercised with respect to or by CDS or its nominee, as the case may be, as the Holder upon instructions of a requisite number of owners of beneficial interests acting through Participants. If the book-entry system ceases to be in effect, the Company will make all payments of interest and premium, if any, with respect to certificated Notes through the Trustee or any paying agent by wire transfer of immediately available funds or other method of payment acceptable to the Trustee. If note certificates are issued, principal of the Notes and interest due at maturity will be paid upon surrender thereof at the principal office of the Trustee in Vancouver, British Columbia.

Exchanges of Notes and of Beneficial Interests in Global Notes

Notes will not be issued to beneficial owners of interests therein in fully registered and certificated form unless (i) the Company has determined that CDS is unwilling or unable to continue as Depository for Global Notes, or CDS has ceased to be eligible to be a Depository, and, in each case the Company is unable to locate a qualified successor to its reasonable satisfaction, (ii) the Company has determined, in its sole discretion, or is required by law, to terminate the book-entry only registration system in respect of such Global Notes and has communicated such determination or requirement to the Trustee in writing, or the book-entry system ceases to exist, or (iii) the Trustee has determined that an Event of Default has occurred and is continuing with respect to Notes issued as Global Notes, provided that Beneficial Holders representing, in the aggregate, not less than 51% of the outstanding aggregate principal amount of the Notes advises the Depository in writing, through the Participants, that the continuation of the book-entry only registration system for the Notes is no longer in their best interests. In each of such events, subject to the procedures set forth in the Indenture, note certificates will be issued only in fully registered form in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof, in such names as CDS will instruct the Trustee (in accordance with its customary procedures) and will bear the customary and applicable transfer restriction legends, unless such legends are not required by applicable law.

Definitions

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"**Acquired Debt**" means, with respect to any specified Person, Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, regardless of whether such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person.

"**Affiliate**" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, will mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by

agreement or otherwise. For purposes of this definition, the terms "**controlling**," "**controlled** by" and "**under common control with**" will have correlative meanings.

"**Applicable Premium**" means, with respect to any Note on any redemption date, the greater of:

(1) 1.0% of the Called Principal of the Note; and

(2) the excess of:

a) the Discounted Value at such redemption date of the Remaining Scheduled Payments of the note; over

b) the Called Principal of the note.

"**Agent**" means Canaccord Genuity Corp. and its affiliates.

"**Asset Sale**" means:

(1) the sale, conveyance or other disposition of any assets, other than a transaction governed by the provisions of the Indenture described above under the caption "— Repurchase at the Option of Holders — Change of Control" and/or the provisions described above under the caption "— Covenants — Merger, Consolidation or Sale of Assets;" and

(2) the issuance of Equity Interests by any of the Company's Restricted Subsidiaries or the sale, transfer or other conveyance by the Company or any Restricted Subsidiary thereof of Equity Interests in any of its Subsidiaries (other than directors' qualifying shares or shares required to be owned by other Persons pursuant to applicable law).

Notwithstanding the preceding, the following items will be deemed not to be Asset Sales:

(1) any single transaction or series of related transactions that involves assets or other Equity Interests having a Fair Market Value of less than $2 million; provided that the aggregate amount of any such transactions shall not have a Fair Market Value exceeding a maximum of $2 million;

(2) any issuance or transfer of assets or Equity Interests between or among the Company and its Restricted Subsidiaries;

(3) the sale or other disposition of cash or Cash Equivalents;

(4) dispositions (including without limitation surrenders and waivers) of accounts or notes receivable or other contract rights in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings;

(5) the trade or exchange by the Company or any Restricted Subsidiary thereof of any asset for any other asset or assets that is used or useable in a Permitted Business, including any cash or Cash Equivalents necessary in order to achieve an exchange of equivalent value; provided, however, that the Fair Market Value of the asset or assets received by the Company or any Restricted Subsidiary in such trade or exchange (including any such cash or Cash Equivalents) is at least equal to the Fair Market Value (as determined in good faith by the Board of Directors or an executive officer of the Company or such Subsidiary with responsibility for such transaction, which determination shall be conclusive evidence of compliance with this provision) of the asset or assets disposed of by the Company or any Restricted Subsidiary pursuant to such trade or exchange;

(6) any sale, lease, conveyance or other disposition of (i) inventory, products, services or accounts receivable in the ordinary course of business, and (ii) any property or equipment that has become damaged, worn out or obsolete or pursuant to a program for the maintenance or upgrading of such property or equipment;

(7) the creation of a Lien not prohibited by the Indenture and any disposition of assets resulting from the enforcement or foreclosure of any such Lien;

(8) the disposition of assets that, in the good faith judgment of the Company, are no longer used or useful in the business of such entity;

(9) a Restricted Payment or Permitted Investment that is otherwise permitted by the Indenture;

(10) leases or subleases in the ordinary course of business to third persons otherwise in accordance with the provisions of the Indenture;

(11) an issuance of Capital Stock by a Restricted Subsidiary to the Company or to a wholly owned Restricted Subsidiary of the Company;

(12) a surrender or waiver of contract rights or a settlement, release or surrender of contract, tort or other claims in the ordinary course of business;

(13) foreclosure on assets or property;

(14) any sale or other disposition of Capital Stock in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(15) sales, transfers and other dispositions of Investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements and the transfer of assets as part of the consideration for Investment in a joint venture so long as the Fair Market Value of such assets is counted against the amount of Investments permitted under the provision described under "*— Certain Covenants—Restricted Payments*;"

(16) sales or dispositions in connection with Permitted Liens;

(17) sales or dispositions in respect of which the Company or a Restricted Subsidiary is required to pay the proceeds thereof to a third party pursuant to the terms of agreements or arrangements in existence as at the Issue Date;

(18) any sale, transfer or other disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Company) from whom such Restricted Subsidiary was acquired, or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition; and

(19) any issuance of Equity Interests by the Company.

For purposes of this definition, any series of related transactions that, if effected as a single transaction, would constitute an Asset Sale, shall be deemed to be a single Asset Sale effected when the last such transaction which is a part thereof is effected.

"**Attributable Debt**" in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale/Leaseback Transaction (including during any period for which such lease has been extended), calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with IFRS; provided, however, that if such Sale/Leaseback Transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capital Lease Obligation".

"**Bankruptcy Law**" means the BIA, the CCAA and the *Winding Up and Restructuring Act* (Canada), each as now and hereafter in effect, any successors to such statutes, any other applicable insolvency, winding-up, dissolution, restructuring, reorganization, liquidation, or other similar law of any jurisdiction, and any law of any jurisdiction (including any corporate law relating to arrangements, reorganizations, or restructurings) permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it.

"**Beneficial Holders**" means any person who holds a beneficial interest in a Global Note as shown on the books of the Depository or a participant of such Depository.

"**BIA**" means the Bankruptcy and Insolvency Act (Canada) as now and hereinafter in effect, or any successor statute.

"**Board of Directors**" means:

(1) with respect to a corporation, the board of directors of the corporation or a duly authorized committee thereof;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership; and

(3) with respect to any other Person, the board, committee or governing body of such Person serving a similar function.

"**Board Resolution**" means a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors of the Company and to be in full force and effect on the date of such certification.

"**Book Entry Only Notes**" means Notes of a series which, in accordance with the terms applicable to such series, are to be held only by or on behalf of the Depository.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which banking institutions in the City of Vancouver, British Columbia are authorized or required by law, regulation or executive order to remain closed.

"**Called Principal**" means, with respect to any note, the principal of such note that is to be prepaid pursuant to an optional redemption.

"**Capital Lease Obligation**" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a statement of financial position in accordance with IFRS as in effect on the Issue Date, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"**Capital Stock**" means:

(1) in the case of a corporation, corporate stock or shares;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person,

but excluding from all of the foregoing any debt securities convertible into Capital Stock, regardless of whether such debt securities include any right of participation with Capital Stock.

"**Cash Equivalents**" means:

(1) United States or Canadian dollars or, in an amount up to the amount necessary or appropriate to fund local operating expenses, other currencies;

(2) securities issued or directly and fully guaranteed or insured by the government of the United States or Canada or any agency or instrumentality thereof (provided that the full faith and credit of the United States or Canada, as the case may be, is pledged in support of such securities), maturing, unless such securities are deposited to defease any Indebtedness, not more than one year from the date of acquisition;

(3) certificates of deposit, time deposits and Eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any commercial bank organized under the laws of the United States, Canada or any other country that is a member of the Organization for Economic Cooperation and Development, in each case, having capital and surplus in excess of $500.0 million and a rating at the time of acquisition thereof of P-1 or better from Moody's or A-1 or better from Standard & Poor's, or, with respect to a commercial bank organized under the laws of Canada, the equivalent thereof by DBRS;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having one of the two highest ratings obtainable from any of (i) Moody's, (ii) Standard & Poor's or (iii) DBRS, and in each case maturing within one year after the date of acquisition;

(6) securities issued and fully guaranteed by any state, commonwealth or territory of the United States of America, any province or territory of Canada, or by any political subdivision or Taxing Authority thereof, rated at least "A" by Moody's or Standard & Poor's or, with respect to any province or territory of Canada, the equivalent thereof by DBRS, and in each case having maturities of not more than one year from the date of acquisition; and

(7) money market funds, of which at least a majority of the assets constitute Cash Equivalents of the kinds described in clauses (1) through (6) of this definition.

"**CCAA**" means the *Companies Creditors Arrangement Act* (Canada) as now and hereinafter in effect, or any successor statute.

"**CDS**" means CDS Clearing and Depository Services Inc. and its successors.

"**Change of Control**" means the occurrence of any one or more of the following events:

(1) the sale, lease, exchange or other transfer of all or substantially all of the assets of the Company and its Restricted Subsidiaries, taken as a whole;

(2) any Person or group of Persons, acting jointly or in concert, is or becomes the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of the Company; or

(3) the adoption of a plan relating to the liquidation or dissolution of the Company which is not permitted by the covenant "*Merger, Consolidation or Sale of Assets*".

For purposes of this definition, (i) a beneficial owner of a security includes any Person or group of persons who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares: (A) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (B) investment power, which includes the power to dispose of, or to direct the disposition of, such security; (ii) a Person or group of Persons shall not be deemed to have beneficial ownership of securities subject to a stock purchase agreement,

merger agreement or similar agreement until the consummation of the transactions contemplated by such agreement; and (iii) to the extent that one or more regulatory approvals are required for any of the transactions or circumstances described in clauses (1), (2) or (3) above to become effective under applicable law and such approvals have not been received before such transactions or circumstances have occurred, such transactions or circumstances shall be deemed to have occurred at the time such approvals have been obtained and become effective under applicable law.

"**Collateral**" means, on the Issue Date, all of the Company's personal property other than the shares of the Unrestricted Subsidiaries, whether now owned or hereafter acquired, in which Liens are, from time to time, granted to the Collateral Trustee to secure the obligations of the Company and the Guarantors pursuant to the Notes, and such other Property for which Liens are created in accordance with the terms of the Indenture.

"**Collateral Trustee**" means Odyssey Trust Company as "Trustee" under the Indenture and any successor trustee or agent appointed thereunder.

"**Consolidated EBITDA**" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus:

(1) an amount equal to any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale, to the extent such losses were deducted in computing such Consolidated Net Income; plus

(2) all extraordinary, unusual or non-recurring items of loss or expense to the extent deducted in computing such Consolidated Net Income; plus

(3) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; plus

(4) Consolidated Fixed Charges of such Person and its Restricted Subsidiaries for such period, to the extent that any such Consolidated Fixed Charges were deducted in computing such Consolidated Net Income; plus

(5) depreciation, depletion, amortization (including amortization of intangibles and deferred financing costs but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, depletion, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income; plus

(6) severance costs, restructuring costs, asset impairment charges and acquisition transition services costs, provided that in each case such costs or charges were deducted in calculating Consolidated Net Income for such period; plus

(7) all expenses related to restricted stock and redeemable stock interests granted to officers, directors and employees, to the extent such expenses were deducted in computing such Consolidated Net Income; minus

(8) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business;

in each case, on a consolidated basis and determined in accordance with IFRS.

Notwithstanding the preceding, the provision for taxes based on the income or profits of, the Consolidated Fixed Charges of and the depreciation, depletion and amortization and other non-cash expenses of, a Restricted Subsidiary of the Company will be added to Consolidated Net Income to compute Consolidated EBITDA of the Company (A) in the same proportion that the Net Income of such Restricted Subsidiary was added to compute such Consolidated

Net Income of the Company and (B) only to the extent that a corresponding amount would be permitted at the date of determination to be dividended or distributed, directly or indirectly, to the Company by such Restricted Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Subsidiary or its stockholders.

"**Consolidated Fixed Charge Coverage Ratio**" means, with respect to any specified Person for any period, the ratio of the Consolidated EBITDA of such Person for such period to the Consolidated Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries Incurs, repays, repurchases or redeems any Indebtedness (other than the incurrence or repayment of revolving credit borrowings, except to the extent that a repayment is accompanied by a permanent reduction in revolving credit commitments) or issues, repurchases or redeems Disqualified Stock subsequent to the commencement of the period for which the Consolidated Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Consolidated Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Consolidated Fixed Charge Coverage Ratio will be calculated giving pro forma effect to such Incurrence, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of Disqualified Stock, and the use of the proceeds therefrom as if the same had occurred at the beginning of such period; provided that, in the event that the Company shall classify Indebtedness Incurred on the date of determination as Incurred in part pursuant to the first paragraph of the covenant described under the caption "— *Incurrence of Indebtedness*" and in part pursuant to one or more clauses of the definition of "Permitted Debt" (other than in respect of clause (13) of such definition), any calculation of Consolidated Fixed Charges pursuant to this definition on such date (but not in respect of any future calculation following such date) shall not include any such Indebtedness (and shall not give effect to any repayment, repurchase, redemption, defeasance or other acquisition, retirement or discharge of Indebtedness from the proceeds thereof) to the extent Incurred pursuant to any such other clause of the definition of "Permitted Debt" on such date. In addition, for purposes of calculating the Consolidated Fixed Charge Coverage Ratio:

(1) acquisitions and dispositions of business entities or property and assets constituting a division or line of business of any Person that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date will be given pro forma effect as if they had occurred on the first day of the four-quarter reference period, and Consolidated EBITDA for such reference period will be calculated on a pro forma basis in good faith on a reasonable basis by a responsible financial or accounting Officer of the Company; provided, that such Officer may in his discretion include any pro forma changes to Consolidated EBITDA, including any pro forma reductions of expenses and costs, that have occurred or are reasonably expected by such Officer to occur;

(2) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with IFRS, will be excluded;

(3) the Consolidated Fixed Charges attributable to discontinued operations, as determined in accordance with IFRS, will be excluded, but only to the extent that the obligations giving rise to such Consolidated Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date;

(4) Consolidated Fixed Charges attributable to non-recurring charges associated with any premium or penalty paid, write-offs of deferred financing costs (including unamortized original issue discount) or other financial recapitalization changes in connection with redeeming or retiring any Indebtedness prior to its maturity, will be excluded; and

(5) Consolidated Fixed Charges attributable to interest on any Indebtedness (whether existing or being Incurred) computed on a pro forma basis and bearing a floating interest rate will be computed as if the rate in effect on the Calculation Date (taking into account any interest rate option, swap, cap or similar agreement applicable to such Indebtedness if such agreement has a remaining term in excess of 12 months or, if shorter, at least equal to the remaining term of such Indebtedness) had been the applicable rate for the entire period.

"**Consolidated Fixed Charges**" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, including amortization of debt issuance costs and original issue discount (provided, however, that any amortization of bond premium will be credited to reduce Consolidated Fixed Charges unless pursuant to IFRS, such amortization of bond premium has otherwise reduced Consolidated Fixed Charges), non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations; plus

(2) the consolidated interest of such Person and its Restricted Subsidiaries that was capitalized during such period; plus

(3) any interest expense actually paid on Indebtedness of another Person that is Guaranteed by such Person or one of its Restricted Subsidiaries; plus

(4) any payments actually made by the Company or a Restricted Subsidiary in respect of lease obligations as stated in paragraph (ii) of clause 12 of the definition of "Permitted Debt",

in each case, on a consolidated basis and in accordance with IFRS.

"**Consolidated Indebtedness**" means at any time the aggregate stated balance sheet amount of all Indebtedness of the Company and the Restricted Subsidiaries determined on a consolidated basis plus, to the extent not included in Indebtedness, any Indebtedness of the Company and the Restricted Subsidiaries in respect of receivables sold or discounted (other than to the extent they are sold on a non-recourse basis).

"**Consolidated Net Income**" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Subsidiaries for such period, on a consolidated basis, determined in accordance with IFRS; provided that:

(1) the Net Income or loss of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary thereof;

(2) the Net Income of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its equityholders;

(3) the cumulative effect of a change in accounting principles will be excluded;

(4) solely for purpose of determining the amount available for Restricted Payments under clause (3)(a) of the first paragraph of "*— Covenants — Restricted Payments*," the Net Income of any Person acquired during the specified period for any period prior to the date of such acquisition will be excluded;

(5) to the extent deducted in the calculation of Net Income, any non-recurring charges associated with any premium or penalty paid, write-offs of deferred financing costs (including unamortized original issue discount) or other financial recapitalization changes in connection with redeeming or retiring any Indebtedness prior to its maturity will be added back to the calculation of Consolidated Net Income;

(6) any asset impairment write downs under IFRS will be excluded;

(7) unrealized gains and losses due solely to fluctuations in currency values and the related tax effects according to IFRS will be excluded; and

(8) unrealized losses and gains under Hedging Obligations included in the determination of Consolidated Net Income, will be excluded.

"**Consolidated Net Tangible Assets**" means, with respect to any Person as of any date of determination, the amount which, in accordance with IFRS, would be set forth under the caption "Total Assets" (or any like caption) on a consolidated statement of financial position of such Person and its Restricted Subsidiaries, less all goodwill, patents, tradenames, trademarks, copyrights, franchises, experimental expenses, organization expenses and any other amounts classified as intangible assets in accordance with IFRS.

"**DBRS**" means, collectively, DBRS Limited, DBRS, Inc. and DBRS Ratings Limited or any successor ratings agency thereto.

"**Default**" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"**Depository**" means CDS and such other Person as is designated in writing by the Company and acceptable to the Trustee to act as depository in respect of any series of Book Entry Only Notes.

"**Designated Non-cash Consideration**" means the Fair Market Value of non-cash and non-Cash Equivalents consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Sale that is so designated as "Designated Non-cash Consideration" pursuant to an Officers' Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent sale, redemption or repayment of, or with respect to, such Designated Non-cash Consideration.

"**Designated Rating Organization**" means each of Standard & Poor's, Moody's and DBRS.

"**Discounted Value**" means, with respect to the Called Principal of any Notes, the amount obtained by discounting, on a semi-annual basis, all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the date of calculation of the redemption price with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Notes is payable) equal to the Reinvestment Yield with respect to such Called Principal.

"**Disqualified Stock**" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is one year after the date on which the Notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Company to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Company may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "— Covenants — Restricted Payments." The term "Disqualified Stock" will also include any options, warrants or other rights that are convertible into Disqualified Stock or that are redeemable at the option of the holder, or required to be redeemed, prior to the date that is one year after the date on which the Notes mature. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of the Indenture will be the maximum amount that the Company and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

"**Equity Interests**" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"**Equity Offering**" means (i) a public or private offer and sale of Capital Stock (other than (a) Capital Stock made to any Subsidiary, (b) Disqualified Stock or (c) equity securities issuable under any employee benefit plan of the Company) of the Company to any Person (other than a Subsidiary of the Company) or (ii) a contribution to the equity capital of the Company by any Person (other than a Subsidiary of the Company).

"**Existing Indebtedness**" means the aggregate amount of Indebtedness of the Company and its Restricted Subsidiaries (other than the Notes issued hereby and the related Guarantees) in existence on the Issue Date after giving effect to the application of the proceeds of (1) the Notes issued hereby and (2) any borrowings as of the Issue Date, until such amounts are repaid.

"**Fair Market Value**" means the price that would be paid in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy, as determined in good faith by the Board of Directors or an executive officer of the Company, as the case may be pursuant to the applicable provisions of the Indenture, whose determination will be conclusive if evidenced by a Board Resolution or an Officers' Certificate, as applicable.

"**Global Notes**" means certificates representing the aggregate principal amount of Notes issued and outstanding and held by, or on behalf of, a Depository.

"**Government Securities**" means direct obligations of, or obligations guaranteed by, the federal government of Canada for the timely payment of which guarantee or obligations the full faith and credit of the federal government of Canada is pledged.

"**Guarantee**" means, as to any Guarantor, a guarantee of the Indebtedness under the Indenture and the Notes.

"**Guarantor**" means each Restricted Subsidiary that has delivered a guarantee under the Indenture on the Issue Date, and any other Person that becomes a Restricted Subsidiary or that otherwise executes and delivers a Guarantee to the Collateral Trustee.

"**Hedging Obligations**" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements, interest rate cap agreements, interest rate collar agreements and other agreements or arrangements with respect to interest rates;

(2) commodity swap agreements, commodity option agreements, forward contracts and other agreements or arrangements with respect to commodity prices;

(3) foreign exchange contracts, currency swap agreements and other agreements or arrangements with respect to foreign currency exchange rates; and

(4) other agreements or arrangements designed to protect such Person or any Restricted Subsidiaries against fluctuations in interest rates, commodity prices or currency exchange rates.

"**Holder**" means a Person in whose name a note is registered.

"**IFRS**" means International Financial Reporting Standards, as adopted by the International Accounting Standards Board, as in effect in Canada from time to time.

"**Incur**" means, with respect to any Indebtedness, to incur, create, issue, assume, Guarantee or otherwise become directly or indirectly liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness (and "Incurrence" and "Incurred" will have meanings correlative to the foregoing); provided that (1) any Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary of the Company will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary of the Company and (2) neither the accrual of interest or dividends nor the accretion of original issue discount nor the payment of interest in the form of additional Indebtedness with the same terms and the payment of dividends on Disqualified Stock in the form of additional shares of the same class of Disqualified Stock (to the

extent provided for when the Indebtedness or Disqualified Stock on which such interest or dividend is paid was originally issued) will be considered an Incurrence of Indebtedness; provided that in each case the amount thereof is for all other purposes included in the Consolidated Fixed Charges and Indebtedness of the Company or its Restricted Subsidiary as accrued.

"**Indebtedness**" means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, Notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(3) in respect of banker's acceptances;

(4) in respect of Capital Lease Obligations and Purchase Money Obligations of such Person and all Attributable Debt in respect of Sale/Leaseback Transactions entered into by such Person and in respect of any lease obligations as stated in clause 12 of the definition of "Permitted Debt";

(5) in respect of the balance deferred and unpaid of the purchase price of any property or services due more than six months after such property is acquired or such services are completed, except any such balance that constitutes an accrued expense or a trade payable;

(6) representing Hedging Obligations; or

(7) all preferred stock issued by such Person, if such Person is a Restricted Subsidiary or the Company and is not a Guarantor.

In addition, the term "**Indebtedness**" includes (x) all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person), provided that the amount of such Indebtedness will be the lesser of (A) the Fair Market Value of such asset at such date of determination and (B) the amount of such Indebtedness, and (y) to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person.

Notwithstanding the foregoing, the following shall not constitute Indebtedness:

(1) any obligation arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; provided, however, that such obligation is extinguished within five Business Days of its incurrence;

(2) any obligation arising from any agreement providing for indemnities, Guarantees, purchase price adjustments, holdbacks, contingency payment or earnout obligations based on the performance of the acquired or disposed assets, subordinated vendor takeback loan or similar obligations (other than Guarantees of Indebtedness) customarily Incurred by any Person in connection with the acquisition or disposition of any assets, including Capital Stock, in an aggregate amount not to exceed $10 million at any one time outstanding;

(3) any indebtedness that has been defeased in accordance with IFRS or defeased pursuant to the irrevocable deposit of cash or Cash Equivalents (in an amount sufficient to satisfy all obligations relating thereto at maturity or redemption, as applicable, including all payments of interest and premium, if any) in a trust or account created or pledged for the sole benefit of the holders of such indebtedness, and subject to no other Liens, and in accordance with the other applicable terms of the instrument governing such indebtedness; provided, however, if any such defeasance shall be terminated prior to the full discharge of the Indebtedness for which it was Incurred, then such Indebtedness shall constitute Indebtedness for all relevant purposes of the Indenture.

The amount of any Indebtedness outstanding as of any date will be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations described above, the maximum liability upon the occurrence of the contingency giving rise to the obligation, and will be:

(1) the accreted value thereof, in the case of any Indebtedness issued with original issue discount; and

(2) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

"**Insolvency Proceeding**" means a bankruptcy, insolvency, receivership, liquidation, winding up, reorganization or similar proceeding.

"**Investment Grade Rating**" means a rating equal to or higher than:

(1) "BBB-" (or the equivalent) from Standard & Poor's;

(2) "Baa3" (or the equivalent) from Moody's; or

(3) "BBB(Low)" (or the equivalent) from DBRS;

"**Investments**" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the form of loans or other extensions of credit (including Guarantees), advances, capital contributions (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others, excluding commission, travel and similar advances to officers and employees made in the ordinary course of business and excluding accounts receivables created or acquired in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a statement of financial position prepared in accordance with IFRS.

If the Company or any Restricted Subsidiary of the Company sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Company, the Company will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Investment in such Subsidiary not sold or disposed of. The acquisition by the Company or any Restricted Subsidiary of the Company of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Company or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investment held by the acquired Person in such third Person.

"**Issue Date**" means the date the Notes are originally issued pursuant to the Indenture.

"**Lien**" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"**Material Adverse Effect**" means any event or change that, individually or in the aggregate with other events or changes, is or would reasonably be expected to be, materially adverse to the business, operations, assets or financial condition of the Company or a restricted Subsidiary; provided that a Material Adverse Effect shall not include an adverse effect resulting from a change: (i) that arises out of a matter that has been publicly disclosed by the Company or otherwise disclosed in writing by the Company to the Trustee prior to the date of this Indenture; (ii) that results from general economic, financial, currency exchange, interest rate or securities market conditions in Canada or the United States; or (iii) that is a result of any matter permitted by this Indenture or consented to in writing by the Trustee.

"**Material Permits**" means (i) the licence issued to Trulieve US by the State of Florida Department of Health Office

of Medical Marijuana Use approving Trulieve, Inc. as a Medical Marijuana Treatment Center and permitting Trulieve, Inc. to dispense low-THC cannabis, medical use cannabis, and cannabis delivery devises; (ii) any licence acquired after the Issue Date by a Restricted Subsidiary permitting it to cultivate, transport, store, modify or sell cannabis or THC infused products to medical or recreational purchasers in any jurisdiction of Canada or the United States; or (iii) any authorization, permit or licence otherwise required by a Restricted Subsidiary to operate a Permitted Business.

"**Moody's**" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"**Net Income**" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with IFRS and before any reduction in respect of preferred stock dividends, excluding, however:

(1) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with: (a) any Asset Sale; or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(2) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"**Net Proceeds**" means the aggregate cash proceeds, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not the interest component, thereof) received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of (1) the direct costs relating to such Asset Sale, including, without limitation, legal, accounting, investment banking and brokerage fees, and sales commissions, and any relocation expenses incurred as a result thereof, (2) taxes paid or payable as a result thereof, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, (3) amounts required to be applied to the repayment of Indebtedness or other liabilities secured by a Lien on the asset or assets that were the subject of such Asset Sale or required to be paid as a result of such sale, (4) in the case of any Asset Sale by a Restricted Subsidiary of the Company, payments to holders of Equity Interests in such Restricted Subsidiary in such capacity (other than such Equity Interests held by the Company or any Restricted Subsidiary thereof) to the extent that such payment is required to permit the distribution of such proceeds in respect of the Equity Interests in such Restricted Subsidiary held by the Company or any Restricted Subsidiary thereof, and (5) appropriate amounts to be provided by the Company or its Restricted Subsidiaries as a reserve against liabilities associated with such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any adjustment or indemnification obligations associated with such Asset Sale, all as determined in accordance with IFRS; provided that (a) excess amounts set aside for payment of taxes pursuant to clause (2) above remaining after such taxes have been paid in full or the statute of limitations therefor has expired and (b) amounts initially held in reserve pursuant to clause (5) no longer so held, will, in the case of each of sub clause (a) and (b), at that time become Net Proceeds.

"**Non-Recourse Debt**" means Indebtedness incurred or assumed by the Company or any of its Restricted Subsidiaries in respect of which a Lien is granted or intended to be granted by the Company or such Restricted Subsidiary, as the case may be, and which Indebtedness is incurred or assumed solely to finance the construction, development or acquisition of an asset or property (the "Non-Recourse Asset") from a Person at arm's length to the Company and its Restricted Subsidiaries; provided that:

(1) such Indebtedness is incurred at the time of construction, development or acquisition of the Non-Recourse Asset (or within 120 days thereafter); and

(2) the grantees of the Liens have no recourse whatsoever (other than recourse on an unsecured basis in respect of false or misleading representations or warranties and customary indemnities provided with respect to such financings or equity interests in Unrestricted Subsidiaries holding such Non-Recourse Assets) against any assets, properties or undertaking of the Company and its Restricted Subsidiaries; and

(3) no Guarantee of such Indebtedness is provided by the Company or any of its Restricted Subsidiaries.

"**Obligations**" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"**Officer**" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary, any Assistant Secretary or any Senior Vice-President or Vice-President of such Person.
"**Officers' Certificate**" means a certificate signed on behalf of the Company by at least two Officers of the Company, one of whom must be the principal executive officer, the principal financial officer or the principal accounting officer of the Company, delivered to the Trustee that meets the requirements of the Indenture.

"**Opinion of Counsel**" means an opinion from legal counsel who is reasonably acceptable to the Trustee (who may be counsel to or an employee of the Company) that meets the requirements of the Indenture.

"**Permitted Acquisition Indebtedness**" means Indebtedness or Disqualified Stock of the Company or any of its Restricted Subsidiaries to the extent such Indebtedness or Disqualified Stock was Indebtedness or Disqualified Stock of any other Person existing at the time (a) such Person became a Restricted Subsidiary of the Company or (b) such Person was merged or consolidated with or into the Company or any of its Restricted Subsidiaries; provided that on the date such Person became a Restricted Subsidiary of the Company or the date such Person was merged or consolidated with or into the Company or any of its Restricted Subsidiaries, as applicable, either:

(1) immediately after giving effect to such transaction on a pro forma basis as if the same had occurred at the beginning of the applicable four-quarter period, the Company or such Restricted Subsidiary, as applicable, would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Consolidated Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "*— Certain Covenants — Incurrence of Indebtedness*;" or

(2) immediately after giving effect to such transaction on a pro forma basis as if the same had occurred at the beginning of the applicable four-quarter period, the Consolidated Fixed Charge Coverage Ratio of the Company would be equal to or greater than the Consolidated Fixed Charge Coverage Ratio of the Company immediately prior to such transaction.

"**Permitted Assets**" means any and all properties or assets that are used or useful in a Permitted Business (including Capital Stock in a Person that is a Restricted Subsidiary and Capital Stock in a Person whose primary business is a Permitted Business that shall become a Restricted Subsidiary immediately upon the acquisition of such Capital Stock by the Company or by a Restricted Subsidiary, but excluding any other securities).

"**Permitted Business**" means any business conducted or proposed to be conducted (as described in this Prospectus, relating to the Offering of the Notes issued on the Issue Date) by the Company and its Restricted Subsidiaries on the Issue Date and other businesses reasonably related, complimentary or ancillary thereto.

"**Permitted Investments**" means:

(1) any Investment in the Company or in a Restricted Subsidiary of the Company;

(2) any Investment in Cash Equivalents;

(3) any Investment by the Company or any Restricted Subsidiary of the Company in a Person, if as a result of such Investment:

a) such Person becomes a Restricted Subsidiary of the Company; or

b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made

pursuant to and in compliance with the covenant described above under the caption "— *Repurchase at the Option of Holders — Asset Sales*" or a sale or disposition of assets excluded from the definition of "Asset Sale;"

(5) Hedging Obligations that are Incurred for in the ordinary course of business and not for speculative purposes, and that do not increase the Indebtedness of the obligor outstanding at any time other than as a result of fluctuations in interest rates, commodity prices or foreign currency exchange rates or by reason of fees, indemnities and compensation payable thereunder;

(6) stock, obligations or securities received as a result of the bankruptcy or reorganization of a Person or taken in settlement or other resolutions of claims or disputes or in satisfaction of judgments, and extensions, modifications and renewals thereof;

(7) advances to customers or suppliers in the ordinary course of business that are, in conformity with IFRS, recorded as accounts receivable, prepaid expenses or deposits on the statement of financial position of the Company or its Restricted Subsidiaries and endorsements for collection or deposit arising in the ordinary course of business;

(8) any Investment in any Person solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Company;

(9) loans or advances to officers and employees of the Company or any of its Subsidiaries made in the ordinary course of business, which, in the aggregate outstanding amount, do not at any time exceed $1 million;

(10) repurchases of, or other Investments in, the Notes;

(11) advances, deposits and prepayments for purchases of any assets used in a Permitted Business, including any Equity Interests;

(12) commission, payroll, travel, entertainment and similar advances to officers and employees of the Company or any of its Restricted Subsidiaries that are expected at the time of such advance ultimately to be recorded as an expense in conformity with IFRS;

(13) Guarantees issued in accordance with "— *Covenants — Incurrence of Indebtedness;*"

(14) Investments existing on the Issue Date;

(15) any Investment (a) existing on the Issue Date, (b) made pursuant to binding commitments in effect on the date of the Indenture or (c) that replaces, refinances or refunds any Investment described under either of the immediately preceding clauses (a) or (b); provided that the new Investment is in an amount that does not exceed the amount replaced, refinanced or refunded, and not materially less favorable to the Company or any of its Restricted Subsidiaries than the Investment replaced, refinanced or refunded as determined in good faith by the Company;

(16) Investments the payment for which consists solely of Capital Stock of the Company;

(17) any Investment in any Subsidiary of the Company in connection with intercompany cash management arrangements or related activities;

(18) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business or consistent with past practice;

(19) performance guarantees made in the ordinary course of business or consistent with past practice;

(20) Investments in the ordinary course of business or consistent with past practice consisting of the licensing or

contribution of intellectual property pursuant to joint marketing or other business arrangements with other Persons;

(21) any Investments received in compromise or resolution of (a) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Company or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (b) litigation, arbitration or other disputes;

(22) any Investment acquired by the Company or any of its Restricted Subsidiaries;

(23) an Investment in exchange for any other Investment or accounts receivable held by the Company or any Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the issuer of such other Investment or accounts receivable;

(24) an Investment in satisfaction of judgments against other Persons;

(25) any Investment by the Company or its Restricted Subsidiaries in a Permitted Business;

(26) any Investment in respect of share price guarantees for share consideration given by the Company or any of its Restricted Subsidiaries with respect to acquisitions prior to the Issue Date in an aggregate amount not to exceed $15 million;

(27) any guarantee, indemnity, reimbursement or similar obligation or liability of the Company or any Restricted Subsidiary relating to the obligations of any Subsidiary under (i) any lease agreement for a Permitted Business or (ii) construction financing and/or tenant improvement allowances for a Permitted Business, in each case in the ordinary and consistent with past practices; and

(28) other Investments having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (27) since the Issue Date, not to exceed the greater of (a) $15 million and (b) the amount equal to 0.3 multiplied by the aggregate amount of Consolidated EBITDA for the most recently completed twelve fiscal months of the Company for which the internal financial statements are available immediately preceding the date on which such Restricted Payment is made;

provided, however, that with respect to any Investment, the Company may, in its sole discretion, allocate all or any portion of any Investment and later re-allocate all or any portion of any Investment, to one or more of the above clauses (1) through (27) so that the entire Investment would be a Permitted Investment.

"**Permitted Liens**" means:

(1) Liens in favor of the Company or any Subsidiary;

(2) Liens on property of a Person (i) existing at the time of acquisition thereof or (ii) existing at the time such Person is merged with or into or consolidated with the Company or any Subsidiary of the Company; provided that such Liens were in existence prior to, and not in contemplation of, such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with the Company or the Restricted Subsidiary;

(3) Liens on property existing at the time of acquisition thereof by the Company or any Subsidiary of the Company, provided that such Liens were in existence prior to, and not in contemplation of, such acquisition and do not extend to any property other than the property so acquired by the Company or the Restricted Subsidiary;

(4) Liens securing the Notes and the Guarantees;

(5) Liens existing on the Issue Date or other Indebtedness Incurred under clause (1) of the second paragraph of

the covenant described under the caption "— *Covenants — Incurrence of Indebtedness*";

(6) Liens securing Non-Recourse Debt permitted by clause (3) of the second paragraph of the covenant described under the caption "— *Covenants — Incurrence of Indebtedness*";

(7) Liens securing Permitted Refinancing Indebtedness; provided that any such Lien is limited to all or part of the same property or assets that secured (or under the written agreement under which such original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property and assets that are the security for another Permitted Lien hereunder;

(8) Liens on property or assets used to defease or to satisfy and discharge Indebtedness; provided that (a) the Incurrence of such Indebtedness was not prohibited by the Indenture and (b) such defeasance or satisfaction and discharge is not prohibited by the Indenture;

(9) Liens to secure Capital Lease Obligations and Purchase Money Obligations permitted by clause (1) of the second paragraph of the covenant described under the caption "— Covenants — Incurrence of Indebtedness;" provided that any such Lien covers only the assets acquired, constructed, refurbished, installed, improved, deployed, refurbished, modified or leased with such Indebtedness;

(10) Liens to secure Indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction, development, expansion or improvement of the equipment or other property subject to such Liens; provided, however, that (i) the principal amount of any Indebtedness secured by such a Lien does not exceed 100% of such purchase price or cost, (ii) such Lien does not extend to or cover any property other than such item of property or any improvements on such item of property and (iii) the incurrence of such Indebtedness is otherwise not prohibited by the Indenture;

(11) Liens securing Hedging Obligations incurred in the ordinary course of business and not for speculative purposes;

(12) Liens incurred or deposits made in the ordinary course of business in connection with worker's compensation, unemployment insurance or other social security or similar obligations;

(13) Liens, deposits or pledges to secure the performance of bids, tenders, contracts (other than contracts for the payment of Indebtedness), leases, or other similar obligations arising in the ordinary course of business;

(14) Liens given to a public utility of any municipality or governmental or other public authority when required by such utility or authority in connection with the ownership of assets, provided that such Liens do not materially interfere with the use of such assets in the operation of the business;

(15) reservations, limitations, provisos and conditions, if any, expressed in any original grant from the government of Canada of any real property or any interest therein or in any comparable grant in jurisdictions other than Canada, provided they do not materially interfere with the use of such assets;

(16) survey exceptions, encumbrances, easements or reservations of, or rights of others for, rights of way, zoning or other restrictions as to the use of properties, and defects in title which, in the case of any of the foregoing, were not incurred or created to secure the payment of Indebtedness, and which in the aggregate do not materially adversely affect the value of such properties or materially impair the use for the purposes of which such properties are held by the Company or any of its Restricted Subsidiaries;

(17) servicing agreements, development agreements, site plan agreements, and other agreements with governmental authorities pertaining to the use or development of assets, provided each is complied with in all material respects and does not materially interfere with the use of such assets in the operation of the business;

(18) judgment and attachment Liens, individually or in the aggregate, neither arising from judgments or attachments that gave rise to, nor giving rise to, an Event of Default, notices of lis pendens and associated

rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(19) Liens, deposits or pledges to secure public or statutory obligations, surety, stay, appeal, indemnity, performance or other similar bonds or obligations, and Liens, deposits or pledges in lieu of such bonds or obligations, or to secure such bonds or obligations, or to secure letters of credit in lieu of or supporting the payment of such bonds or obligations, in each case which are Incurred in the ordinary course of business;

(20) bankers' Liens and Liens in favor of collecting or payor banks having a right of setoff, revocation, refund or chargeback with respect to money or instruments of the Company or any Subsidiary thereof on deposit with or in possession of such bank;

(21) any interest or title of a lessor, licensor or sublicensor in the property subject to any lease, license or sublicense;

(22) Liens for taxes, assessments and governmental charges not yet delinquent or being contested in good faith and for which adequate reserves have been established to the extent required by IFRS;

(23) Liens arising from precautionary financing statements under the Uniform Commercial Code or financing statements under a Personal Property Security Act or similar statutes regarding operating leases, sales of receivables or consignments;

(24) Liens of franchisors in the ordinary course of business not securing Indebtedness;

(25) Liens imposed by law, such as carriers', warehousemen's, repairmen's, landlord's, suppliers', builders' and mechanics' Liens or other similar Liens, in each case, incurred in the ordinary course of business for sums not yet delinquent by more than 60 days or being contested in good faith, if such reserve or other appropriate provisions, if any, as shall be required by IFRS, shall have been made in respect thereto;

(26) Liens contained in purchase and sale agreements to which the Company or any of its Restricted Subsidiaries is the selling party thereto which limit the transfer of assets pending the closing of the transactions contemplated thereby;

(27) Liens that may be deemed to exist by virtue of contractual provisions that restrict the ability of the Company or any of its Subsidiaries from granting or permitting to exist Liens on their respective assets;

(28) Liens in favor of the Trustee as provided for in the Indenture on money or property held or collected by the Trustee in its capacity as Trustee;

(29) Liens on and pledges of the Equity Interests of any Unrestricted Subsidiary or any joint venture owned by the Company or any of its Restricted Subsidiaries to the extent securing non-recourse debt or other Indebtedness of such Unrestricted Subsidiary or joint venture;

(30) Liens securing any insurance premium financing under customary terms and conditions, provided that no such Lien may extend to or cover any assets or property other than the insurance being acquired with such financing, the proceeds thereof and any unearned or refunded insurance premiums related thereto;

(31) Liens securing inventories that are purchased on credit terms exceeding 90 days made in the ordinary course of business;

(32) Liens arising out of the conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(33) Liens in favour of the Collateral Trustee; and

(34) Liens not otherwise permitted by clauses (1) through (33) of this definition which secure Indebtedness of

the Company or any of its Restricted Subsidiaries not to exceed 3.0% of the Consolidated Net Tangible Assets of the Company at any one time outstanding;

"**Permitted Refinancing Indebtedness**" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued (a) in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund for value, in whole or in part, or (b) constituting an amendment, modification or supplement to or deferral or renewal of ((a) and (b) collectively, a "Refinancing") any other Indebtedness of the Company or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided that:

(1) the amount of such Permitted Refinancing Indebtedness does not exceed the amount of the Indebtedness so refinanced (plus all accrued and unpaid interest thereon and the amount of any premium necessary to accomplish such refinancing and fees and expenses incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being Refinanced;

(3) if the Indebtedness being Refinanced is subordinated in right of payment to the Notes or the Guarantees, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Notes or the Guarantees, as applicable, on terms at least as favorable, taken as a whole, to the Holders of Notes as those contained in the documentation governing the Indebtedness being Refinanced; and

(4) if the Indebtedness being Refinanced is pari passu in right of payment with the Notes or any Guarantee, such Permitted Refinancing Indebtedness is pari passu with, or subordinated in right of payment to, the Notes or such Guarantee, as applicable.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, unlimited liability company, or government or other entity.

"**Pledge Agreement**" means the pledge agreement, dated on or about the date of the Indenture, entered into by the Company in favour of the Collateral Trustee pursuant to which the Company pledges the Capital Stock of the Guarantors and any future Restricted Subsidiaries in favour of the Collateral Trustee as security for the Indebtedness under the Indenture and the Notes, as amended, modified, restated, supplemented or replaced from time to time.

"**PPSA**" means the Personal Property Security Act (British Columbia) and the regulations thereunder and the Securities Transfer Act, 2006 (British Columbia) and the regulations thereunder, in each case as from time to time in effect, provided, however, if validity, attachment, perfection (or opposability), effect of perfection or non-perfection or priority of the Collateral Trustee security interests in any Collateral are governed by the personal property security laws or laws relating to movable property of any other jurisdiction (including but not limited to the UCC), the term "**PPSA**" shall mean such other personal property security laws or laws relating to movable property for the purposes of the provisions hereof relating to such validity, attachment, perfection (or opposability), effect of perfection or non-perfection or priority and for the definitions related to such provisions.

"**Property**" means, with respect to any Person, any interest of such Person in any kind of property or asset, whether tangible or intangible, including Capital Stock in, and other securities of, any other Person, excluding, for the avoidance of doubt, any real property.

"**Purchase Money Obligations**" means Indebtedness of the Company and its Restricted Subsidiaries incurred for the purposes of financing all or any part of the purchase price, of the cost of installation, construction or improvement, of Permitted Assets.

"**Reinvestment Yield**" means, with respect to the Called Principal of any note, the sum of (i) 1.00% per annum plus (ii) the bid yield to maturity on such date compounded semi-annually which a non-callable non-amortizing U.S. Government nominal bond would be expected to carry if issued, in U.S. dollars in the United States, at 100% of its principal amount on such date with a term to maturity which most closely approximates the remaining term from such redemption date to June 18, 2024, as determined by the Company based on a linear interpolation of the yields

represented by the arithmetic average of bids observed in the market place at or about 10:00 a.m. (Toronto time), on the relevant date for each of the two outstanding non-callable non-amortizing U.S. Government nominal bonds which have the terms to maturity which most closely span the remaining term from such redemption date to June 18, 2024, where such arithmetic average is based in each case on the bids quoted to an independent investment dealer acting as agent of the Company by two independent registered members of the Investment Industry Regulatory Organization of Canada selected by the Company (and acceptable to the Trustee, acting reasonably), calculated in accordance with standard practice in the industry.

"**Remaining Scheduled Payments**" means, with respect to the Called Principal of any note, (i) the redemption price of such Called Principal at June 18, 2021 (such redemption price being set forth in the table appearing under the caption "Optional Redemption"), and (ii) all required payments of interest on such Called Principal that would be due after the date of calculation of the redemption price with respect to such Called Principal through and including June 18, 2021 if no payment of such Called Principal were made prior to its scheduled due date, provided that if such date of calculation of the redemption price is not a date on which interest payments are due to be made under the terms of such Notes, then the amount of the next succeeding interest payment will be reduced by the amount of interest accrued to such date of calculation of the redemption price and required to be paid on such date.

"**Replacement Assets**" means (1) non-current assets that will be used or useful in a Permitted Business or (2) substantially all the assets of a Permitted Business or a majority of the Voting Stock of any Person engaged in a Permitted Business.

"**Reporting Failure**" means the failure of the Company to furnish to the Trustee and each holder of Notes, within the time periods specified in "— Covenants — Provision of Financial Information" (after giving effect to any grace period specified under applicable Canadian securities laws), the annual reports, information, documents or other reports which the Company may be required to file with the Canadian Securities Administrators or similar governmental authorities, as the case the be, pursuant to such or similar applicable provisions.

"**Restricted Investment**" means an Investment other than a Permitted Investment.

"**Restricted Subsidiary**" of a Person means any Subsidiary of such Person that is not an Unrestricted Subsidiary.

"**Sale/Leaseback Transaction**" means an arrangement relating to property owned by the Company or a Restricted Subsidiary on the Issue Date or thereafter acquired by the Company or a Restricted Subsidiary whereby the Company or a Restricted Subsidiary transfers such property to a Person and the Company or a Restricted Subsidiary leases it from such Person.

"**Security Documents**" means all of the security agreements, pledges, collateral assignments, mortgages, deeds of hypothec, deeds of trust, trust deeds or other instruments from time to time evidencing or creating or purporting to create any security interests in favour of the Collateral Trustee for its benefit and for the benefit of the Trustee and the holders of the Notes, in all or any portion of the Collateral, as amended, modified, restated, supplemented or replaced from time to time.

"**Standard & Poor's**" means Standard & Poor's Rating Service, a division of The McGraw-Hill Companies, Inc., or any successor to the rating agency business thereof.

"**Stated Maturity**" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"**Subordinated Indebtedness**" means Indebtedness of the Company or a Guarantor that is contractually subordinated in right of payment, in any respect (by its terms or the terms of any document or instrument relating thereto), to the Notes or the Guarantee of such Guarantor, as applicable.

"**Subsidiary**" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or Trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or one or more Subsidiaries of such Person (or any combination thereof).

"**Tax Act**" means the Income Tax Act (Canada) and the regulations thereto, as amended.

"**Taxes**" means any present or future tax, duty, levy, impost, assessment or other government charge (including penalties, interest and any other liabilities related thereto, and for the avoidance of doubt, including any withholding or deduction for or on account of Tax) imposed or levied by or on behalf of a Taxing Authority.

"**Taxing Authority**" means any government or any political subdivision or territory or possession of any government or any authority or agency therein or thereof having power to tax.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other that the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

"**Unrestricted Subsidiary**" means any Subsidiary of the Company that is designated by the Board of Directors of the Company as an Unrestricted Subsidiary pursuant to a Board Resolution in compliance with the covenant described under the caption "— Covenants — Designation of Restricted and Unrestricted Subsidiaries," and any Subsidiary of such Subsidiary.

"**Voting Stock**" of any Person as of any date means the Capital Stock of such Person that is ordinarily entitled to vote in the election of the Board of Directors of such Person.

"**Weighted Average Life to Maturity**" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

Description of Warrants

The following description of the Warrants offered hereby and the terms of the Warrant Indenture supplements the description of the general terms of the Warrants set forth in the Prospectus under "*Description of Securities Being Distributed - Warrants*" and should be read in conjunction with that description. The description of the Warrants herein shall prevail to the extent of any inconsistency with the description of warrants in the Prospectus.

Each Warrant will entitle the holder to acquire, subject to adjustment as summarized below, one Warrant Share at an exercise price of C$17.25 per Warrant Share on or before 5:00 p.m. (Vancouver time) on the date that is three years following the Closing Date, after which time the Warrant will be void and of no value.

The Warrants may be issued in uncertificated form. Any Warrants issued in certificated form shall be evidenced by a warrant certificate in the form attached to the Warrant Indenture. All Warrants issued in the name of CDS may be in either a certificated or uncertificated form, such uncertificated form being evidenced by a book-entry position on the register of Warrantholders to be maintained by the Warrant Agent at its principal offices in Vancouver, British Columbia.

The Warrant Indenture will provide that the share ratio and exercise price of the Warrants will be subject to adjustment in the event of a subdivision or consolidation of the Subordinate Voting Shares. The Warrant Indenture will also provide that if there is (a) a reclassification or change of the Subordinate Voting Shares, (b) any consolidation, amalgamation, arrangement or other business combination of the Company resulting in any reclassification, or change of the Subordinate Voting Shares into other shares, or (c) any sale, lease, exchange or transfer of the Company's assets as an entity or substantially as an entirety to another entity, then each Warrantholder which is thereafter exercised shall receive, in lieu of Subordinate Voting Shares, the kind and number or amount of other securities or property which such holder would have been entitled to receive as a result of such event if such holder had exercised the Warrants prior to the event.

The Warrant Indenture will also provide that, during the period in which the Warrants are exercisable, it will give notice to the Warrantholders of certain stated events, including events that would result in an adjustment to the exercise price for the Warrants or the number of Warrant Shares issuable upon exercise of the Warrants, at least 14 days prior to the record date or effective date, as the case may be, of such events.

No adjustment in the exercise price or the number of Warrant Shares issuable upon the exercise of the Warrants will be required to be made unless the cumulative effect of such adjustment or adjustments would result in a change of at least 1% in the exercise price or a change in the number of Warrant Shares issuable upon exercise by at least one one-hundredth of a Warrant Share, as the case may be.

No fractional Warrant Shares will be issuable upon the exercise of any Warrants, and no cash or other consideration will be paid in lieu of fractional shares. Warrantholders will not have any voting or pre-emptive rights or any other rights which a holder of Subordinate Voting Shares would have.

The Warrant Indenture will provide that, from time to time, the Company may amend or supplement the Warrant Indenture for certain purposes, without the consent of the Warrantholders, including curing defects or inconsistencies or making any change that does not prejudice the rights of any holder. Any amendment or supplement to the Warrant Indenture that would prejudice the interests of the Warrantholders may only be made by "extraordinary resolution", which will be defined in the Warrant Indenture as a resolution either: (i) passed at a meeting of the Warrantholder at which there are Warrantholders present in person or represented by proxy representing of at least 10% of the aggregate number of the then outstanding Warrants (unless such meeting is adjourned to a prescribed later date due to the lack of quorum) and passed by the affirmative vote of the Warrantholders present in person or by proxy shall form a quorum) and passed by the affirmative vote of the Warrantholders representing not less than 66 2/3% of the aggregate number of all the then outstanding Warrants represented at the meeting and voted on the poll upon such resolution; or (ii) adopted by an instrument in writing signed by the Warrantholders representing not less than 66 2/3% of the aggregate number of all the then outstanding Warrants.

The Warrants and the Warrant Shares have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws, and the Warrants may not be exercised by or on behalf of a person in the United States or a U.S. Person unless an exemption from such registration requirements is available and documentation to that effect is provided in accordance with the terms of the Warrant Indenture.

PLAN OF DISTRIBUTION

Pursuant to the Agency Agreement, the Company will engage the Agent as its agent to offer for sale to the public on a "best efforts" basis, and the Company will agree to issue and sell, on the Closing Date, up to 70,000 Units at the Issue Price for gross proceeds to the Company of up to US$68,600,000. The terms of the Offering were established in the context of the market and through arm's-length negotiations between the Company and the Agent. Among the

factors considered in determining such terms were prevailing market conditions, the historical performance and capital structure of the Company, the Agent's estimates of the business potential of the Company, the availability of comparable investments, an overall assessment of management of the Company and the consideration of the foregoing factors in relation to market valuation of companies in related businesses. There is no minimum amount of funds that must be raised under the Offering. This means that the Company could complete the Offering after raising only a small proportion of the Offering set out above.

Pursuant to the Agency Agreement, the Agent will receive a commission equal to 3.0% of the aggregate principal amount of the Notes sold pursuant to the Offering for an aggregate commission of up to US$2,100,000 (assuming the Offering is fully subscribed). The Company has agreed to indemnify the Agent, its affiliates and the respective directors, officers, advisors, agents, employees and shareholders thereof against certain liabilities and expenses or to contribute to payments that the Agent may be required to make in respect thereof. The Agency Agreement will provide that the obligations of the Agent under the Agency agreement may be terminated by the Agent by notice to the Company given prior to the Closing Date if any of the following events occurs at or prior to the Closing Date: (i) there shall have occurred in the opinion of the Agent acting reasonably and in good faith any adverse material change in relation to the Company's or its affiliates or a development that has or would reasonably be expected to result in an adverse material change in relation to the Company or its affiliates that, in each case, would reasonably be expected to have a material adverse change or effect on the value or marketability of the Units; (ii) there shall have occurred any change in applicable securities laws, or any inquiry, investigation or other proceeding is announced, instituted or threatened or any order is made or issued under or pursuant to any statute of any jurisdiction in which the Units are to be sold or any regulatory authority in any jurisdiction in which the Units are to be sold in relation to the Company or any of its securities, which, in the opinion of the Agent, acting reasonably and in good faith, prevents or restricts the distribution of the Units or would reasonably be expected to materially and adversely affect the value or marketability of the Units; (iii) the state of the financial markets in Canada or the United States is such that, in the opinion of the Agent, acting reasonably and in good faith, the Units cannot be marketed successfully or profitably; (iv) if there should develop, occur or come into effect or existence any unforeseen event, action, state, condition or major financial occurrence of national or international consequence including any act of terrorism, war or like event or any law or regulation, which, in the opinion of the Agent, acting reasonably and in good faith, materially adversely affects or involves or would reasonably be expected to materially and adversely affect the value or marketability of the Units; or (v) the Agent is not satisfied, acting reasonably and in good faith, with the results of its due diligence investigations of the Company and its affiliates.

Subscriptions for the Units will be received subject to rejection or allotment in whole or in part and the right is reserved to close the subscription books at any time without notice. Except in limited circumstances, it is anticipated that the Notes and Warrants comprising the Units will be delivered under the book-based system through CDS or its nominee and deposited in registered or electronic form with CDS on the Closing Date, or such other date as may be agreed upon by the Company and the Agent, provided that the Units are to be taken up by the Agent on or before the date that is not later than 42 days after the date of this Prospectus Supplement. Except in limited circumstances, a purchaser of the Notes and Warrants comprising the Units will receive only a customer confirmation from the registered dealer through which the Units are purchased. No certificates evidencing the Notes or Warrants comprising the Units will be issued to investors except in limited circumstances.

There is currently no public market for the Notes or the Warrants. Trulieve has applied to list the Notes and the Warrants on the CSE. The listing of the Notes and the Warrants will be subject to the Company fulfilling all of the requirements of the CSE. The Company cannot assure the liquidity of any trading market for the Notes or the Warrants or that an active public market for the Notes or Warrants will develop. If any active trading market for the Notes and/or the Warrants does not develop, the market price and liquidity of the Notes and Warrants may be adversely affected. See "*Risk Factors*".

Pursuant to policy statements of certain Canadian provincial securities commissions, the Agent may not, throughout the period of distribution of the Units, bid for or purchase Notes or Warrants for their own account or for accounts over which they exercise control or direction. The foregoing restriction is subject to exceptions, on the condition that the bid or purchase not be engaged in for the purpose of creating actual or apparent active trading in, or raising the price of, the Notes or the Warrants (as the case may be). Such exceptions include a bid or purchase permitted under the Universal Market Integrity Rules for Canadian Marketplaces administered by Market Regulation Services Inc. relating to market stabilization and passive market making activities and a bid or purchase made for and on behalf of

a customer where the order was not solicited during the period of distribution of the Units. Subject to applicable laws, pursuant to the first-mentioned exception, in connection with this Offering, the Agent may effect transactions which stabilize or maintain the market price of the Units at a level above that which might otherwise prevail on the open market. Such transactions, if commenced, may be discontinued at any time.

The Units will be offered in each of the provinces of Canada, other than Québec, through the Agent or its affiliates who are registered to offer the Units for sale in such provinces and such other registered dealers as may be designated by the Agent. The Agent has reserved the right to form a selling group of appropriately registered dealer and brokers, with compensation to be negotiated between the Agent and such selling group participants, but at no additional cost to the Company.

Any Units, Notes, Warrants and Warrant Shares offered hereby have not been and will not be registered under the U.S. Securities Act or any United States state securities laws, and accordingly such securities may not be offered, sold or delivered, directly or indirectly, to, or for the account or benefit of, persons in the United States or U.S. Persons except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws. The Agent may offer the Units to, or for the account or benefit of, persons in the United States or U.S. Persons for sale by the Company to persons who are "qualified institutional buyers" as defined in Rule 144A under the U.S. Securities Act, in compliance with Rule 506(b) of Regulation D under the U.S. Securities Act and/or Section 4(a)(2) of the U.S. Securities Act and applicable U.S. state securities laws. The Agent will offer the Units outside the United States to non-U.S. Persons only in accordance with Regulation S under the U.S. Securities Act. This Prospectus Supplement and the accompanying Prospectus do not constitute an offer to sell or a solicitation of an offer to buy any of the Units offered under the Offering to, or for the account or benefit of, persons in the United States or U.S. Persons. In addition, until 40 days after the commencement of the Offering, an offer or sale of the Units, Notes or Warrants to, for the account or benefit of, persons in the United States or U.S. Persons by any dealer (whether or not participating in the Offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made other than in accordance with an exemption from such registration requirements.

The Warrants will not be exercisable by or on behalf of a person in the United States or a U.S. Person, nor will certificates representing the Warrant Shares be registered or delivered to an address in the United States, unless an exemption from registration under the U.S. Securities Act and any applicable state securities laws is available and the Company has received an opinion of counsel of recognized standing or other evidence to such effect in form and substance reasonably satisfactory to the Company; provided, however, that a holder who is an "accredited investor" (as such term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act at the time of exercise of the Warrants who purchased Units in the Offering to, or for the account or benefit of, persons in the United States or U.S. Persons will not be required to deliver an opinion of counsel or such other evidence in connection with the exercise of Warrants that are a part of those Units.

Any Units, Notes, Warrants or Warrant Shares offered, sold or issued to, or for the account or benefit of, persons in the United States or U.S. Persons will be "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act. Certificates issued representing such securities (if any) will bear a legend to the effect that the securities represented thereby are not registered under the U.S. Securities Act or any applicable United States state securities laws and may only be offered, sold, pledged or otherwise transferred pursuant to certain exemptions from the registration requirements of the U.S. Securities Act and any applicable United States state securities laws.

Upon closing of the Offering, the Company has agreed to grant the Agent a right of first refusal to act as book-runner (in the case of a public offering) and lead agent (in the case of a private placement) of any subsequent public offering or private placement of equity or debt securities of the Company for a period of one year following the Closing Date. Should the Company receive a specific offer in connection with a subsequent brokered financing in Canada or advisory transaction from another broker/dealer during that period, the Company shall immediately advise the Agent of the terms and conditions thereof and the Agent shall have 10 days to exercise its right of first refusal to act as book-runner or lead agent, as the case may be, on the same terms and conditions as contemplated therein.

PRIOR SALES

Trulieve has not issued any Notes, Warrants or other securities convertible into Notes or Warrants during the 12

month period prior to the date hereof.

TRADING PRICE AND VOLUME

The outstanding Subordinate Voting Shares are listed on the CSE and commenced trading under the symbol "TRUL" on September 25, 2018. On June 12, 2019, the last trading day completed prior to the filing of this Prospectus Supplement, the closing price of the Subordinate Voting Shares on the CSE was C$14.26. The following table sets forth, for the periods indicated, the reported high and low prices and the aggregate volume of trading of the Subordinate Voting Shares on the CSE, as quoted on the CSE.

Month	High (C$)	Low (C$)	Total Volume
June 1 - 12, 2019	15.00	13.62	1,210,199
May 2019	18.10	14.55	4,055,727
April 2019	21.65	16.43	8,669,604
March 2019	18.59	14.97	6,265,246
February 2019	20.30	14.54	4,440,428
January 2019	15.10	10.87	5,341,801
December 2018	13.75	9.10	4,192,599
November 2018	17.49	11.88	5,920,179
October 2018	23.85	10.20	12,822,328
September 25 - 28, 2018	16.00	9.51	3,843,984

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of DLA Piper (Canada) LLP, counsel to Trulieve, and Stikeman Elliott LLP, counsel to the Agent, the following is, as at the date of this Prospectus Supplement, a summary of the principal Canadian federal income tax considerations under the *Income Tax Act* (Canada) and the regulations thereunder (the "**Tax Act**") generally applicable to an investor who acquires as beneficial owner the Notes and Warrants comprising the Units and Warrant Shares pursuant to such Warrants (for the purposes of this section, collectively, the "**Subject Securities**") and who, for purposes of the Tax Act and at all relevant times, (i) holds the Subject Securities as capital property, (ii) deals at arm's length with Trulieve, the Agent, and any person that such holder subsequently sells or otherwise transfers Subject Securities to, and (iii) is not affiliated with Trulieve, the Agent, or any person to which such holder subsequently sells or otherwise transfers Subject Securities (a "**Holder**"). Generally, Subject Securities will be considered to be capital property to a Holder provided the holder does not hold the Subject Securities in the course of carrying on a business of trading or dealing in securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade.

This summary is not applicable to a Holder (i) that is a "financial institution" (as defined in the Tax Act for the purposes of the mark-to-market rules), (ii) an interest in which would be a "tax shelter investment" (as defined in the Tax Act), (iii) that is a "specified financial institution" (as defined in the Tax Act), (iv) that has elected to report its "Canadian tax results" (as defined in the Tax Act) in a currency other than Canadian currency, (v) that has entered or will enter into a "derivative forward agreement" or "synthetic disposition arrangement" (as defined in the Tax Act) with respect to Subject Securities, or (vi) that is a corporation resident in Canada (or a corporation that does not deal at arm's length, for purposes of the Tax Act, with a corporation resident in Canada) and is, or becomes as part of a transaction or event or series of transactions or events that includes the acquisition of Units, controlled by a non-resident person, or a group of non-resident persons not dealing with each other at arm's length, for purposes of section 212.3 of the Tax Act. **Any such Holder should consult its own tax advisor with respect to an investment in the Units**.

This summary is based upon the provisions of the Tax Act in force as of the date hereof, all specific proposals to

amend the Tax Act that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**") (except as described below) and counsel's understanding of the current administrative policies and assessing practices of the Canada Revenue Agency (the "**CRA**") made publicly available prior to the date hereof. This summary assumes the Proposed Amendments will be enacted in the form proposed, however, no assurance can be given that the Proposed Amendments will be enacted in the form proposed, if at all. This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Proposed Amendments, does not take into account any changes in the law or administrative policy or assessing practice, whether by legislative, governmental or judicial action, nor does it take into account provincial, territorial or foreign tax considerations, which may differ significantly from those discussed herein.

For purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of the Subject Securities (including interest, dividends, adjusted cost base and proceeds of disposition) must generally be expressed in Canadian dollars. Amounts denominated in any other currency must be converted into Canadian dollars generally based on the single daily exchange rate quoted by the Bank of Canada on the date such amounts arise or such other rate of exchange as is acceptable to the Minister of National Revenue (Canada).

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Holder or prospective Holder of Subject Securities, and no representations with respect to the income tax consequences to any Holder or prospective Holder are made. Consequently, Holders and prospective Holders of Subject Securities should consult their own tax advisors for advice with respect to the tax consequences to them of acquiring Units pursuant to this Offering, having regard to their particular circumstances.

Allocation of Purchase Price

Holders will be required to allocate on a reasonable basis their cost of each Unit between the Notes and the Warrants in order to determine their respective costs for purposes of the Tax Act.

For its purposes, Trulieve intends to allocate US$980 to each Note and a nominal amount to the Warrants. Although Trulieve believes that its allocation is reasonable, it is not binding on the CRA or the Holder.

Exercise of Warrants

No gain or loss will be realized by a Holder upon the exercise of a Warrant to acquire a Warrant Share. When a Warrant is exercised, the Holder's cost of the Warrant Share acquired thereby will be the aggregate of the Holder's adjusted cost base of such Warrant and the exercise price paid for the Warrant Share. The Holder's adjusted cost base of the Warrant Share so acquired will be determined by averaging such cost with the adjusted cost base (determined immediately before the acquisition of the Warrant Share) to the Holder of all Subordinate Voting Shares owned by the Holder as capital property immediately prior to such acquisition.

Holders Resident in Canada

The following discussion applies to a Holder who, at all relevant times, for purposes of the Tax Act, is or is deemed to be resident in Canada (a "**Canadian Holder**"). Certain Canadian Holders of Notes or Subordinate Voting Shares who might not otherwise be considered to hold their Notes or Subordinate Voting Shares as capital property may, in certain circumstances, be entitled to have the Notes and Subordinate Voting Shares, and every other "Canadian security" (as defined in the Tax Act) owned by such Holders in the taxation year of the election and any subsequent taxation year, treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. This election is not available in respect of Warrants. Canadian Holders should consult their own tax advisors regarding this election.

Taxation of Canadian Holders of Notes

Taxation of Interest on Notes

A Canadian Holder of Notes that is a corporation, partnership, unit trust or any trust of which a corporation or a

partnership is a beneficiary will generally be required to include in computing its income for a taxation year any interest on the Notes (i) that accrues or that is deemed to accrue to it to the end of the particular taxation year, or (ii) that has become receivable by or is received by the Canadian Holder before the end of that taxation year, including on a redemption or repayment at maturity, except to the extent that such interest was included in computing the Canadian Holder's income for a preceding taxation year.

Any other Canadian Holder, including an individual (other than a unit trust or a trust of which a corporation or a partnership is a beneficiary), will be required to include in computing income for a taxation year all interest on the Notes that is received or receivable by the Canadian Holder in that taxation year (depending upon the method regularly followed by the Canadian Holder in computing income), except to the extent that the interest was included in the Canadian Holder's income for a preceding taxation year. In addition, if such Canadian Holder has not otherwise included all interest that accrued on the Notes in computing the Canadian Holder's income at periodic intervals of not more than one year, such Canadian Holder will be required to include in computing income for a taxation year any interest that accrues to the Canadian Holder on the Notes or Notes up to the end of any "anniversary day" (as defined in the Tax Act) in that year to the extent such interest was not otherwise included in the Canadian Holder's income for that year or a preceding taxation year.

To the extent that the principal amount of a Note exceeds the portion of the Unit purchase price allocated to the Note because of the allocation of the Unit purchase price between the Note and the Warrants, see "Allocation of Purchase Price", such excess (the "**discount**") may be required to be included in computing a Canadian Holder's income, either in each taxation year in which all or a portion of such amount accrues (in circumstances where the discount is or is deemed to be interest) or in the taxation year in which the discount is received or receivable by the Canadian Holder. If the discount is (or is deemed to be) interest to a Canadian Holder, such Canadian Holder would be required to include in income annually the portion of such interest (or deemed interest) that accrues to such Canadian Holder in the manner prescribed by the regulations under the Tax Act notwithstanding that the discount will not be received or receivable until maturity. Canadian Holders are urged to consult their tax advisors as to the Canadian tax treatment of such discount, if any.

Any amount paid by Trulieve to a Canadian Holder as a premium, penalty or bonus because of the redemption or a purchase for cancellation by it of a Note before the maturity thereof (other than in the open market in the manner any such obligation would normally be purchased in the open market by any member of the public), will generally be deemed to be received by such Canadian Holder as interest on the Note and will be required to be included in computing the Canadian Holder's income, as described above, at the time of the redemption or purchase for cancellation to the extent that such premium, penalty or bonus can reasonably be considered to relate to, and does not exceed the value at the time of the redemption or purchase for cancellation of, the interest that, but for the redemption or purchase for cancellation, would have been paid or payable by Trulieve on the Note for a taxation year of Trulieve ending after the redemption or purchase for cancellation.

A Canadian Holder that is throughout the relevant taxation year, a "Canadian-controlled private corporation", as defined in the Tax Act, may be liable to pay a refundable tax on its "aggregate investment income", which is defined in the Tax Act to include interest income.

Disposition of Notes

A Canadian Holder that disposes of (or is deemed to have disposed of) a Note (including due to a redemption, payment of the Note on maturity or purchase of the Note for cancellation), will generally realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of the Note, net of any amount otherwise required to be included in the Canadian Holder's income as interest, exceed (or are less than) the aggregate of the adjusted cost base of the Note to the Canadian Holder and any reasonable costs of disposition. The treatment of capital gains and losses is described below under the heading "*Holders Resident in Canada - Taxation of Canadian Holders of Warrant Shares - Taxation of Capital Gains and Capital Losses*".

Upon a disposition or deemed disposition of a Note by a Canadian Holder, the Canadian Holder will be required to include in computing income the amount of interest accrued on the Note from the date of the last interest payment to the date of disposition to the extent that such amount has not otherwise been included in computing the Canadian

Holder's income for the taxation year or a previous taxation year, and such amount will be excluded in computing the Canadian Holder's proceeds of disposition of the Note as described above.

Taxation of Canadian Holders of Warrants

Expiry of Warrants

In the event of the expiry of an unexercised Warrant, a Canadian Holder generally will realize a capital loss equal to the Canadian Holder's adjusted cost base of such Warrant. The tax treatment of capital gains and capital losses is discussed in greater detail below under "*Holders Resident in Canada - Taxation of Canadian Holders of Warrant Shares - Taxation of Capital Gains and Capital Losses*".

Dispositions of Warrants

Upon a disposition (or a deemed disposition) of a Warrant (other than on the exercise or expiry thereof), a Canadian Holder generally will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of the Warrant, net of any reasonable costs of disposition, are greater (or are less) than the adjusted cost base of such Warrant, to the Canadian Holder. The tax treatment of capital gains and capital losses is discussed in greater detail below under "*Holders Resident in Canada - Taxation of Canadian Holders of Warrant Shares - Taxation of Capital Gains and Capital Losses*".

Taxation of Canadian Holders of Warrant Shares

Dividends on Warrant Shares

Dividends received or deemed to be received on Warrant Shares held by a Canadian Holder will be included in the Canadian Holder's income for the purposes of the Tax Act.

Such dividends received by a Canadian Holder that is an individual (other than certain trusts) will be subject to the gross-up and dividend tax credit rules in the Tax Act normally applicable to dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit in respect of dividends designated by Trulieve as "eligible dividends". There may be limitations on the ability of Trulieve to designate dividends as eligible dividends.

Taxable dividends received by a Canadian Holder who is an individual (other than certain trusts) may result in such Canadian Holder being liable for minimum tax under the Tax Act. Canadian Holders who are individuals should consult their own tax advisors in this regard.

A Canadian Holder that is a corporation will include such dividends in computing its income and generally will be entitled to deduct the amount of such dividends in computing its taxable income. In certain circumstances, subsection 55(2) of the Tax Act will treat a taxable dividend received or deemed to be received by a Canadian Holder that is a corporation as proceeds of disposition or a capital gain. Canadian Holders that are corporations should consult their own tax advisors having regard to their own circumstances.

A "private corporation" as defined in the Tax Act or any other corporation controlled for the benefit of an individual (other than a trust) or a related group of individuals (other than trusts) may be liable under Part IV of the Tax Act to pay a refundable tax on dividends received or deemed to be received on the Warrant Shares to the extent such dividends are deductible in computing the Canadian Holder's taxable income for the year.

A Canadian Holder may be subject to United States withholding tax on dividends received on the Warrant Shares (see "Certain United States Federal Income Tax Considerations"). Any United States withholding tax paid by or on behalf of a Canadian Holder in respect of dividends received on the Warrant Shares by a Canadian Holder may be eligible for foreign tax credit or deduction treatment where applicable under the Tax Act. Generally, a foreign tax credit in respect of a tax paid to a particular foreign country is limited to the Canadian tax otherwise payable in respect of income sourced in that country. Dividends received on the Warrant Shares by a Canadian Holder may not be treated as income sourced in the United States for these purposes. Canadian Holders should consult their own tax

advisors with respect to the availability of any foreign tax credits or deductions under the Tax Act in respect of any United States withholding tax applicable to dividends on the Warrant Shares. See "*Risk Factors - Risks Relating to the Company - Dividends*".

Disposition of Warrant Shares

A disposition (or a deemed disposition) of a Warrant Share by a Canadian Holder (other than to Trulieve, unless purchased by Trulieve in the open market in the manner in which shares are normally purchased by any member of the public in the open market) will generally result in the Canadian Holder realizing a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of the Warrant Share exceed (or are less than) the aggregate of the adjusted cost base to the Canadian Holder thereof and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under "*Holders Resident in Canada - Taxation of Canadian Holders of Warrant Shares - Taxation of Capital Gains and Capital Losses*".

Taxation of Capital Gains and Capital Losses

Generally, one-half of any capital gain (a "**taxable capital gain**") realized by a Canadian Holder in a taxation year must be included in the Canadian Holder's income for the year, and one-half of any capital loss (an "**allowable capital loss**") realized by a Canadian Holder in a taxation year must be deducted from taxable capital gains realized by the Canadian Holder in that year. Allowable capital losses in excess of taxable capital gains realized in a taxation year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years, to the extent and under the circumstances described in the Tax Act.

The amount of any capital loss realized by a Canadian Holder that is a corporation on the disposition of a Warrant Share may be reduced by the amount of dividends received or deemed to be received by it on such Warrant Share (or on a share for which the Warrant Share has been substituted) to the extent and under the circumstances described by the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns Warrant Shares, directly or indirectly, through a partnership or a trust.

A Canadian Holder that is, throughout the relevant taxation year, a "Canadian-controlled private corporation", as defined in the Tax Act, may be liable to pay a refundable tax on its "aggregate investment income", which is defined in the Tax Act to include taxable capital gains.

Capital gains realized by an individual (including certain trusts) may give rise to liability for minimum tax as calculated under the detailed rules set out in the Tax Act. Canadian Holders who are individuals should consult their own tax advisors in this regard.

Holders Not Resident in Canada

The following discussion applies to a Holder who, at all relevant times, for purposes of the Tax Act (i) is neither resident nor deemed to be resident in Canada, (ii) does not, and is not deemed to, use or hold Subject Securities in, or in the course of carrying on, a business carried on in Canada, (iii) is entitled to receive all payments (including all principal and interest) made on a Note, (iv) deals at arm's length with any person or partnership who is a resident or deemed to be a resident in Canada to whom the Holder assigns or otherwise transfers a Note, (v) is not a person who carries on an insurance business in Canada and elsewhere; (vi) is not an "authorized foreign bank" (as defined in the Tax Act), and (vii) is neither a "specified shareholder" (as defined in subsection 18(5) of the Tax Act) of Trulieve nor a person who does not deal at arm's length with a specified shareholder of Trulieve (a "Non-Canadian Holder").

Taxation of Non-Canadian Holders of Notes

Taxation of Interest on Notes

A Non-Canadian Holder will not be subject to Canadian withholding tax in respect of amounts paid or credited or deemed to have been paid or credited by Trulieve, on account or in lieu of payment of, or in satisfaction of, interest or principal on the Notes.

Disposition of Notes

On the disposition (or deemed disposition) of a Note, a Non-Canadian Holder will not be subject to tax under the Tax Act in respect of any capital gain realized by such Non-Canadian Holder.

Taxation of Non-Canadian Holders of Warrant

Dispositions of Warrants

On a disposition of a Warrant (including the expiry thereof but other than on the acquisition of a Warrant Share as a result of the exercise of the Warrant as discussed above), a Non-Canadian Holder will not be subject to tax under the Tax Act in respect of any capital gain realized by such Non-Canadian Holder unless the Warrant constitutes "taxable Canadian property" (as defined in the Tax Act) of the Non-Canadian Holder at the time of disposition and the Non-Canadian Holder is not entitled to relief under an applicable income tax convention.

Generally, provided the Subordinate Voting Shares are listed on a designated stock exchange (which currently includes the CSE) at the time of the disposition of a Warrant, the Warrant will not constitute taxable Canadian property of a Non-Canadian Holder at such time unless, at any time during the 60-month period immediately preceding the disposition of the Warrant, the following conditions are satisfied concurrently (the "**TCP Conditions**"): (i) (a) the Non-Canadian Holder, (b) persons with whom the Non-Canadian Holder did not deal at arm's length, (c) partnerships in which the Non-Canadian Holder or a person described in (b) holds a membership interest directly or indirectly through one or more partnerships, or (d) any combination of the persons and partnerships described in (a) through (c), owned 25% or more of the issued shares of any class of the capital stock of Trulieve, and (ii) more than 50% of the fair market value of the Subordinate Voting Shares was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, "Canadian resource properties" (as defined in the Tax Act), "timber resource properties" (as defined in the Tax Act), and options in respect of, or interests in or for civil law rights in, any such properties whether or not the properties exist. A Warrant may also be deemed to be taxable Canadian property in certain other circumstances.

Even if a Warrant is "taxable Canadian property" to a Non-Canadian Holder, such Non-Canadian Holder may be exempt from tax under the Tax Act on the disposition of such Warrant by virtue of an applicable income tax treaty or convention. Non-Canadian Holders whose Warrants constitute "taxable Canadian property" should consult their own tax advisors in this regard.

If a Warrant is "taxable Canadian property" to a Non-Canadian Holder and such Non-Canadian Holder is not exempt from tax under the Tax Act in respect of the disposition of such Warrant pursuant to an applicable income tax treaty or convention, the tax consequences as described above under the headings "*Holders Resident in Canada – Taxation of Canadian Holders of Warrants –Dispositions of Warrants*", and "*Holders Resident in Canada – Taxation of Canadian Holders of Warrant Shares – Taxation of Capital Gains and Capital Losses*" will generally apply.

A Non-Canadian Holder contemplating a disposition of Warrants that may constitute taxable Canadian property should consult a tax advisor prior to such disposition.

Taxation of Non-Canadian Holders of Warrant Shares

Dividends on Warrant Shares

Any dividends paid or credited, or deemed to be paid or credited, on the Warrant Shares to a Non-Canadian Holder will be subject to Canadian withholding tax at the rate of 25% of the gross amount of the dividend unless the rate is reduced under the provisions of an applicable income tax convention, which the Non-Canadian Holder is entitled to the benefits of, between Canada and the Non-Canadian Holder's country of residence. For instance, where the Non-Canadian Holder is a resident of the United States that is entitled to full benefits under the Canada-United States Income Tax Convention (1980), as amended, and is the beneficial owner of the dividends, the rate of Canadian withholding tax applicable to dividends is generally reduced to 15%.

Disposition of Warrant Shares

A Non-Canadian Holder will not be subject to tax under the Tax Act in respect of any capital gain realized by such Non-Canadian Holder on a disposition of a Warrant Share acquired on the exercise of a Warrant, unless the Warrant Shares constitute "taxable Canadian property" (as defined in the Tax Act) of the Non-Canadian Holder at the time of disposition and the Non-Canadian Holder is not entitled to relief under an applicable income tax convention.

Generally, provided the Warrant Shares are listed on a designated stock exchange (which currently includes the CSE) at the time of their disposition, the Warrant Shares will not constitute taxable Canadian property of a Non-Canadian Holder at such time unless, at any time during the 60-month period immediately preceding the disposition of the Warrant Share, the TCP Conditions (described above) are met. A Warrant Share may also be deemed to be taxable Canadian property in certain other circumstances.

A Non-Canadian Holder that disposes of, or is deemed to have disposed of, a Warrant Share that constitutes "taxable Canadian property" will generally be subject to the same tax consequences described above under "*Holders Not Resident in Canada – Taxation of Non-Canadian Holders of Warrants –Dispositions of Warrants*".

A Non-Canadian Holder contemplating a disposition of Warrant Shares that may constitute taxable Canadian property should consult a tax advisor prior to such disposition.

CERTAIN UNITED STATES INCOME TAX CONSIDERATIONS

The following discussion is a summary of the U.S. federal income tax considerations generally applicable to the ownership and disposition of the Notes and Warrants, which the Company refers to collectively as the Units. This summary is based upon U.S. federal income tax law as of the date of this Prospectus Supplement, which is subject to change or differing interpretations, possibly with retroactive effect. This summary does not discuss all aspects of U.S. federal income taxation that may be important to particular investors in light of their individual circumstances, including investors subject to special tax rules (including, but not limited to, financial institutions, insurance companies, broker-dealers or traders in securities or currencies, tax-exempt organizations (including private foundations), individual retirement accounts or qualified pension plans, taxpayers that have elected mark-to-market accounting, S corporations, regulated investment companies, real estate investment trusts, U.S. expatriates (or former long-term residents of the United States), investors that will hold Units as part of a straddle, hedge, conversion, or other integrated transaction for U.S. federal income tax purposes, investors that have a functional currency other than the U.S. dollar, or persons subject to special tax accounting rules as a result of any item of gross income with respect to the Units being taken into account in an applicable financial statement), all of whom may be subject to tax rules that differ materially from those summarized below. In addition, this summary does not discuss other U.S. federal tax consequences (e.g., estate or gift tax), any state, local, or non-U.S. tax considerations or the Medicare tax or alternative minimum tax. In addition, this summary is limited to investors that will hold the Units as "capital assets" (generally, property held for investment) under the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), and that acquired the Units pursuant to this Offering (or, in the case of Warrant Shares, upon exercise of Warrants so acquired). No ruling from the Internal Revenue Service (the "**IRS**") has been or will be sought regarding any matter discussed herein. No assurance can be given that the IRS would not assert, or that a court would not sustain a position contrary to any of the tax aspects set forth below.

For purposes of this summary, a "U.S. Holder" is a beneficial holder of Units who or that, for U.S. federal income tax purposes is:

- an individual who is a United States citizen or resident of the United States;
- a corporation or other entity treated as a corporation for United States federal income tax purposes created in, or organized under the law of, the United States, any state thereof or the District of Columbia;
- an estate the income of which is includible in gross income for United States federal income tax purposes regardless of its source; or
- a trust (A) the administration of which is subject to the primary supervision of a United States court and which has one or more United States persons (within the meaning of the Code) who have the authority to

control all substantial decisions of the trust or (B) that has in effect a valid election under applicable Treasury regulations to be treated as a United States person.

A "non-U.S. Holder" is a beneficial holder of Units who or that is neither a U.S. Holder nor a partnership for U.S. federal income tax purposes.

If a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds the Units, the tax treatment of a partner, member or other beneficial owner in such partnership will generally depend upon the status of the partner, member or other beneficial owner, the activities of the partnership and certain determinations made at the partner, member or other beneficial owner level. An investor that is a partner, member or other beneficial owner of a partnership holding the Units is urged to consult the investor's tax advisors regarding the tax consequences of the ownership and disposition of the Units.

THIS DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. THE COMPANY URGES PROSPECTIVE HOLDERS TO CONSULT THEIR TAX ADVISORS CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF OWNING AND DISPOSING OF THE UNITS, AS WELL AS THE APPLICATION OF ANY, STATE, LOCAL AND NON-U.S. INCOME, ESTATE AND OTHER TAX CONSIDERATIONS.

U.S. Tax Classification of the Company

Pursuant to Section 7874(b) of the Code and the U.S. Treasury Regulations promulgated thereunder, notwithstanding that the Company has been organized under Canadian law, solely for U.S. federal income tax purposes, it is anticipated that the Company will be classified as a U.S. domestic corporation. Accordingly, the Company will be subject to a number of significant and complicated U.S. federal income tax consequences as a result of being treated as a U.S. domestic corporation for U.S. federal income tax purposes and will be subject to taxation both in Canada and the United States which could have a material adverse effect on its financial condition and results of operations. See "*Risk Factors*".

General Treatment of Units

There is no authority directly addressing the treatment, for U.S. federal income tax purposes, of instruments with terms substantially the same as the Units and, therefore, their treatment is not entirely clear. The acquisition of a Unit should be treated for U.S. federal income tax purposes as the acquisition of a Note and a Warrant to acquire a Warrant Share. Each holder of a Unit must allocate the purchase price paid by such holder for such Unit between the Note and the Warrant based on their respective relative fair market values. A holder's initial tax basis in the Note and the Warrant included in each Unit should equal the portion of the purchase price of the Unit allocated thereto. The separation of the Note and the Warrant constituting a Unit should not be a taxable event for U.S. federal income tax purposes.

The foregoing treatment of the Units and a holder's purchase price allocation are not binding on the IRS or the courts. Because there is no authority that directly addresses instruments that are similar to the Units, no assurance can be given that the IRS or the courts will agree with the characterization described above or the discussion below. Each prospective investor is urged to consult its tax advisors regarding the U.S. federal, state, local and any foreign tax consequences of an investment in a Unit. The following discussion is based on the assumption that the characterization of the Note and Warrant and the allocation described above are respected for U.S. federal income tax purposes.

Taxation of U.S. Holders

Taxation of the Notes

Effect of Certain Contingencies

In certain circumstances, Trulieve may be obligated to pay amounts in excess of the stated interest or principal on

the Notes or may pay amounts at times other than on the scheduled interest payment dates or the maturity date (see "*Description of the Securities Being Offered—Description of Notes—Optional Redemption*", *Description of the Securities Being Offered—Description of Notes—Repurchase at the Option of Holders*" and "*Description of the Securities Being Offered—Description of Notes—Additional Amounts*"). These potential payments may implicate the provisions of Treasury Regulations relating to "contingent payment debt instruments." Although the matter is not free from doubt, the Company intends to take the position that the possibility of the foregoing payments does not result in the Notes being treated as contingent payment debt instruments. The Company's position is binding on a holder subject to U.S. federal income taxation unless the holder discloses its contrary position to the IRS in accordance with applicable Treasury Regulations. The Company's position is not, however, binding on the IRS, and if the IRS were to successfully challenge this position, a holder might be required to accrue ordinary interest income on the Notes in an amount greater than, and with timing different from the timing described herein with respect to, the stated interest and to treat any gain realized on a taxable disposition of the Notes as ordinary interest income rather than capital gain. The remainder of this discussion assumes that the Notes will not be treated as contingent payment debt instruments.

Payments of Interest on the Notes

The Notes will bear interest at a fixed rate. It is anticipated, and this discussion assumes, that the Notes will not be treated as issued with original issue discount for U.S. federal income tax purposes. Accordingly, interest on the Notes generally will be includible in income of a U.S. Holder as ordinary income at the time it accrues or is received in accordance with the holder's regular method of accounting for U.S. federal income tax purposes.

Interest on the Notes will not constitute foreign source income for U.S. foreign tax credit limitation purposes because the Company, even though organized as a Canadian corporation, will be treated as a U.S. corporation for U.S. federal income tax purposes, as described above under "*—U.S. Tax Classification of the Company*." Therefore, a U.S. Holder may not be able to claim a U.S. foreign tax credit for any Canadian tax unless the U.S. Holder has sufficient other foreign source income.

Sale, Exchange, Redemption or Other Taxable Disposition of the Notes

Generally, the sale, exchange, redemption or other taxable disposition of a Note will result in taxable gain or loss to a U.S. Holder equal to the difference between (1) the amount of cash plus the fair market value of any other property received by the holder in the sale, exchange, redemption or other taxable disposition (excluding amounts attributable to accrued but unpaid interest, which will be taxed as described under "— Payments of Interest on the Notes," above) and (2) the holder's adjusted tax basis in the Note. A U.S. Holder's adjusted tax basis in a Note generally will equal the holder's original purchase price for the Note (i.e., the portion of the U.S. Holder's purchase price for a Unit that is allocated to the Note, as described above under "*—General Treatment of Units*").

Gain or loss recognized on the sale, exchange, redemption or other taxable disposition of a Note generally will be treated as capital gain or loss and will be long-term capital gain or loss if the Note is held for more than one year at the time of disposition. A reduced tax rate on capital gain generally will apply to long-term capital gain of a non-corporate U.S. Holder. The deductibility of capital losses is subject to limitations.

Taxation of the Warrants

Exercise or Lapse of a Warrant

A U.S. Holder will not recognize gain or loss upon the exercise of a Warrant. The U.S. Holder's tax basis in a Warrant Share received upon exercise of the Warrant generally will be an amount equal to the sum of the U.S. Holder's initial investment in the Warrant (i.e., the portion of the U.S. Holder's purchase price for a Unit that is allocated to the warrant, as described above under "*—General Treatment of Units*") and the exercise price of such Warrant. It is unclear whether a U.S. Holder's holding period for the Warrant Share would commence on the date of exercise of the Warrant or the day following the date of exercise of the Warrant; however, in either case the holding period will not include the period during which the U.S. Holder held the Warrant. If a Warrant is allowed to lapse unexercised, a U.S. Holder generally will recognize a capital loss equal to such holder's tax basis in the Warrant.

Possible Constructive Distributions

The terms of each Warrant provide for an adjustment to the number of Warrant Shares for which the Warrant may be exercised or to the exercise price of the Warrant in certain events, as discussed in "*Description of Securities Being Distributed — Description of the Warrants*". An adjustment which has the effect of preventing dilution is generally not a taxable event. Nevertheless, a U.S. Holder of Warrants would be treated as receiving a constructive distribution from us if, for example, the adjustment increases the holder's proportionate interest in our assets or earnings and profits (e.g., through an increase in the number of Warrant Shares that would be obtained upon exercise) as a result of a distribution of cash to the holders of our shares which is taxable to such U.S. Holders as described below under "Distributions on Warrant Shares". Such constructive distribution would be subject to tax as described under that section in the same manner as if such U.S. Holder received a cash distribution from us equal to the fair market value of such increased interest.

Distributions on Warrant Shares

If the Company makes distributions with respect to a Warrant Share, the distributions generally will be treated as U.S. source dividends to a U.S. Holder of a Warrant Share to the extent of our current and accumulated earnings and profits as determined under U.S. federal income tax principles at the end of the tax year in which the distribution occurs. To the extent the distributions exceed the Company's current and accumulated earnings and profits, the excess will be treated first as a tax-free return of capital to the extent of the U.S. Holder's adjusted tax basis in the Warrant Share, and thereafter as gain from the sale or exchange of that Warrant Share. Corporate U.S. Holders generally will be entitled to claim the dividends-received deduction with respect to dividends paid on the Warrant Shares and such dividends will constitute qualified dividend income to individual U.S. Holders, subject in each case to applicable restrictions.

Dividends on the Warrant Shares will not constitute foreign source income for U.S. foreign tax credit limitation purposes because the Company, even though organized as a Canadian corporation, will be treated as a U.S. corporation for U.S. federal income tax purposes, as described above under "*—U.S. Tax Classification of the Company*." Therefore, a U.S. Holder may not be able to claim a U.S. foreign tax credit for any Canadian tax unless the U.S. Holder has sufficient other foreign source income.

Sale or Other Taxable Disposition of Warrants and Warrant Shares

Upon the sale or other taxable disposition of a Warrant or Warrant Share, U.S. Holders generally will recognize capital gain or loss equal to the difference between the amount realized by such holders on the disposition and their adjusted tax basis in such Warrant or Warrant Share. Such gain or loss generally will be long-term capital gain or loss if the U.S. Holder held such a Warrant or Warrant Share for more than one year as of the time of disposition. Long-term capital gains of individuals are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding

In general, information reporting requirements may apply to interest, dividends (including constructive dividends) paid to a U.S. Holder and to the proceeds of the sale or other disposition of the Units, Notes, Warrants and Warrant Shares, unless the U.S. Holder is an exempt recipient. Backup withholding may apply to such payments if the U.S. Holder fails to provide a taxpayer identification number (generally, on a properly completed IRS Form W-9) or a certification of exempt status, or has been notified by the IRS that it is subject to backup withholding (and such notification has not been withdrawn). Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against the U.S. Holder's U.S. federal income tax liability, provided that the holder timely furnishes the required information to the IRS.

Taxation of Non-U.S. Holders

Taxation of the Notes

Payments of Interest on the Notes

Subject to the discussions under "*—Information Reporting and Backup Withholding*" and "*—Foreign Account Tax Compliance*" below, payments of interest on a Note to any non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax provided we or the person otherwise responsible for withholding U.S. federal income tax from payments on the Notes receives a required certification from the non-U.S. holder and the Holder is not:

- an actual or constructive owner of 10% or more of the total combined voting power of all our voting stock;
- a controlled foreign corporation related, actually or constructively, to us through stock ownership;
- a bank that acquired the Notes is in connection with an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; or
- receiving such interest payments as income effectively connected with the conduct by the non-U.S. Holder of a trade or business within the United States.

In order to satisfy the certification requirement, the non-U.S. Holder must provide a properly completed IRS Form W-8BEN or Form W-8BEN-E, as appropriate (or substitute Form W-8BEN or Form W-8BEN-E or the appropriate successor form of either) under penalties of perjury that provides the non-U.S. Holder's name and address and certifies that the non-U.S. Holder is not a U.S. person. Alternatively, in the case where a security clearing organization, bank, or other financial institution holds the Notes in the ordinary course of its trade or business on behalf of the non-U.S. Holder, certification requires that we or the person who otherwise would be required to withhold U.S. federal income tax receive from the financial institution a certification under penalties of perjury that a properly completed Form W-8BEN or Form W-8BEN-E, as appropriate (or substitute Form W8BEN or Form W-8BEN-E or the appropriate successor form for either) has been received by it from the non- U.S. Holder, and a copy of such form is furnished to us or the person who otherwise would be required to withhold U.S. federal income tax.

A non-U.S. Holder that does not qualify for exemption from withholding under the preceding paragraphs generally will be subject to withholding of U.S. federal income tax, currently at the rate of 30%, or a lower applicable treaty rate, on payments of interest on the Notes that are not effectively connected with the conduct by the non-U.S. holder of a trade or business in the United States.

If the payments of interest on a Note are effectively connected with the conduct by a non-U.S. Holder of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or a fixed base maintained by the non-U.S. Holder in the United States), such payments will be subject to U.S. federal income tax on a net basis at the rates applicable to U.S. persons generally. If the non-U.S. Holder is a corporation for U.S. federal income tax purposes, such payments also may be subject to a 30% branch profits tax. If payments are subject to U.S. federal income tax on a net basis in accordance with the rules described in the preceding two sentences, such payments will not be subject to U.S. withholding tax so long as the non-U.S. Holder provides Trulieve, or the person who otherwise would be required to withhold U.S. federal income tax, with the appropriate certification.

In order to claim a tax treaty benefit or exemption from withholding with respect to income that is effectively connected with the conduct of a trade or business in the United States by a non-U.S. Holder, the non- U.S. Holder must provide a properly executed Form W-8BEN, Form W-8BEN-E or Form W-8ECI (or a suitable substitute or successor form or such other form as the IRS may prescribe). Under Treasury regulations, a non- U.S. Holder may under certain circumstances be required to obtain a U.S. taxpayer identification number and make certain certifications to us.

Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties, which may provide

for a lower rate of withholding tax, exemption from or reduction of branch profits tax or other rules different from those described above.

Sale, Exchange, Redemption or Other Taxable Disposition of the Notes

Subject to the discussions under "*—Information Reporting and Backup Withholding*" and "*—Foreign Account Tax Compliance*" below, a non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on gain realized on the sale, exchange, redemption or other taxable disposition of a Note unless:

- the non-U.S. Holder is an individual present in the United States for 183 days or more in the year of such sale, exchange, redemption or other taxable disposition and certain other conditions are met, in which case such gain will be subject to U.S. federal income tax at a rate of 30% (or a lower rate under an applicable income tax treaty); or

- the gain is effectively connected with the non-U.S. Holder's conduct of a trade or business in the United States (and, if a treaty applies, the income is attributable to a permanent establishment or fixed base maintained by the non-U.S. Holder in the United States), in which case such gain generally will be subject to U.S. federal income tax at rates generally applicable to U.S. persons, and, if the non-U.S. Holder is a foreign corporation, such gain may also be subject to the branch profits tax at a rate of 30% (or a lower rate under an applicable income tax treaty).

To the extent the amount realized on a sale, exchange, redemption or other taxable disposition of the Notes is attributable to accrued but unpaid interest on the Notes, such amount generally will be subject to, or exempt from, tax to the same extent as described above under "*Taxation of Non-U.S. Holders—Payments of Interest on the Notes*."

Taxation of the Warrants and Warrant Shares

Exercise or Lapse of a Warrant

The U.S. federal income tax treatment of a non-U.S. Holder's exercise of a Warrant, or the lapse of a Warrant held by a non-U.S. Holder, generally will correspond to the U.S. federal income tax treatment of the exercise or lapse of a Warrant by a U.S. Holder, as described under "*Taxation of U.S. Holders—Exercise or Lapse of a Warrant*" above.

Distributions on Warrant Shares

If the Company makes distributions with respect to a Warrant Share, the distributions generally will be treated as dividends to a non-U.S. Holder of a Warrant Share to the extent of the Company's current and accumulated earnings and profits as determined under U.S. federal income tax principles at the end of the tax year in which the distribution occurs. To the extent the distributions exceed the Company's current and accumulated earnings and profits, the excess will be treated first as a tax-free return of capital to the extent of the non-U.S. Holder's adjusted tax basis in the Warrant Share, and thereafter as gain from the sale or exchange of that Warrant Share.

Dividends paid to a non-U.S. Holder generally will be subject to U.S. withholding tax at a rate of 30% of the gross amount, unless the non-U.S. Holder is eligible for and properly claims a reduced rate of withholding under an applicable income tax treaty. However, dividends that are effectively connected with the conduct of a trade or business by the non-U.S. Holder within the United States (and, if required by an applicable income tax treaty, are attributable to a United States permanent establishment of the non-U.S. Holder) will not be subject to U.S. withholding tax, provided certain certification and disclosure requirements are satisfied. Instead, such dividends are subject to U.S. federal income tax on a net income basis in the same manner as if the non-U.S. Holder were a United States person, as defined under the Code. Any such effectively connected dividends received by a foreign corporation may be subject to an additional "branch profits tax" equal to 30% of its effectively connected earnings and profits (subject to certain adjustments) or at such lower rate as may be specified by an applicable income tax treaty.

A non-U.S. Holder eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty may obtain a

refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

Gain on Sale, Taxable Exchange or Other Taxable Disposition of Warrants and Warrant Shares

Subject to the discussions below under "*Taxation of Non-U.S. Holders—Information Reporting and Backup Withholding*," and "*Taxation of Non-U.S. Holders—Foreign Account Tax Compliance Act*", a non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax in respect of gain recognized on a sale, taxable exchange or other taxable disposition of a Warrant or a Warrant Share, unless:

- the gain is effectively connected with the conduct of a trade or business by the non-U.S. Holder within the United States (and, if an applicable tax treaty so requires, is attributable to a U.S. permanent establishment or fixed base maintained by the non-U.S. Holder);

- the non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met; or

- the Company is or has been a "United States real property holding corporation" for U.S. federal income tax purposes at any time during the shorter of the five-year period ending on the date of disposition or the period that the non-U.S. Holder held the Warrant Share, and, in the case where the Company's shares are regularly traded on an established securities market, the non-U.S. Holder has owned, directly or constructively, more than 5% of our shares at any time within the shorter of the five-year period preceding the disposition or such non-U.S. Holder's holding period for the Warrant Shares. There can be no assurance that Warrant Shares will be treated as regularly traded on an established securities market for this purpose.

Gain described in the first bullet point above will be subject to tax at generally applicable U.S. federal income tax rates. Any gains described in the first bullet point above of a non-U.S. Holder that is a foreign corporation may also be subject to an additional "branch profits tax" at a 30% rate (or lower applicable treaty rate). Gain described in the second bullet point above generally will be subject to a flat 30% U.S. federal income tax. Non-U.S. Holders are urged to consult their tax advisors regarding possible eligibility for benefits under income tax treaties and the availability of U.S. source capital losses to offset gain described in the second bullet point.

If the third bullet point above applies to a non-U.S. Holder, gain recognized by such holder on the sale, taxable exchange or other disposition of Warrants or Warrant Shares will be subject to tax at generally applicable U.S. federal income tax rates. In addition, a buyer of Warrants or Warrant Shares from such holder may be required to withhold U.S. income tax at a rate of 15% of the amount realized upon such disposition. Currently, we are not, and do not anticipate becoming, a United States real property holding corporation. You are urged to consult your own tax advisors regarding the application of these rules.

Information Reporting and Backup Withholding

Generally, the Company must report to the IRS and to the non-U.S. Holder the amount of interest or dividends paid, or the proceeds from the sale or other disposition of Warrants or Warrant Shares, to such holder and the amount of tax, if any, withheld with respect to those payments or proceeds. Copies of the information returns and any withholding may also be made available to the tax authorities in the country in which the non-U.S. Holder resides under the provisions of an applicable income tax treaty. A non-U.S. Holder may be subject to backup withholding of tax on payments of interest and, depending on the circumstances, the proceeds of a sale, exchange, redemption or other taxable disposition unless the non-U.S. Holder complies with certain certification requirements to establish that it is not a U.S. person or it is otherwise establishes an exemption backup withholding. The certification procedures required to claim an exemption from withholding of tax on interest described above under "*Taxation of Non-U.S. Holders—Payments of Interest on the Notes*" generally will satisfy the certification requirements necessary to avoid backup withholding as well.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against the non-U.S. Holder's U.S. federal income tax liability, provided that the holder timely furnishes the required information to the IRS.

Foreign Account Tax Compliance

Under Sections 1471 through 1474 of the Code and related IRS guidance concerning foreign account tax compliance rules (commonly referred to as "**FATCA**"), a 30% U.S. withholding tax is imposed on certain payments (which includes interest payments on the Notes and dividend distributions on the Warrant Shares) paid to (i) a "foreign financial institution" (as specifically defined in the Code), whether such foreign financial institution is the beneficial owner or an intermediary, unless such foreign financial institution agrees to verify, report and disclose the holders of each "United States account" (as specifically defined in the Code) and meets certain other specified requirements or (ii) a "non-financial foreign entity" (as specifically defined in the Code), whether such non-financial foreign entity is the beneficial owner or an intermediary, unless such non-financial foreign entity provides a certification that the beneficial owner of the payment does not have any substantial U.S. owners or provides the name, address and taxpayer identification number of each substantial U.S. owner and certain other specified requirements are met. In certain cases, the relevant foreign financial institution or non-financial foreign entity may qualify for an exemption from, or be deemed to be in compliance with, these rules. Foreign entities located in jurisdictions that have entered into an intergovernmental agreement with the United States governing FATCA may be subject to different rules. If an interest payment is both subject to withholding under FATCA and subject to the withholding tax discussed above under "*Taxation of Non-U.S. Holders—Payments of Interest on the Notes*", the withholding under FATCA may be credited against, and therefore reduce, such other withholding tax. Each investor is encouraged to consult with its tax advisor regarding the implications of FATCA on their investment in a Note.

ELIGIBILITY FOR INVESTMENT

In the opinion of DLA Piper (Canada) LLP, counsel to Trulieve, and Stikeman Elliott LLP, counsel to the Agent, based on the current provisions of the Tax Act in effect on the date hereof, the Notes and Warrants comprising the Units offered pursuant to this Prospectus Supplement, and the Warrant Shares issuable on exercise of the Warrants, will at the time of issuance be qualified investments under the Tax Act for trusts governed by a registered retirement savings plan ("**RRSP**"), registered education savings plan ("**RESP**"), registered retirement income fund ("**RRIF**"), deferred profit sharing plan ("**DPSP**") (other than, in the case of the Notes, a trust governed by a DPSP to which Trulieve, or a corporation or employer that does not deal at arm's length with Trulieve, has made a contribution), registered disability savings plan ("**RDSP**") or tax-free savings account ("**TFSA**") (collectively, "**Registered Plans**"), provided: (A) in the case of the Notes, on the date the Notes are issued, either (i) the Notes are listed on a designated stock exchange (as defined in the Tax Act), which currently includes the CSE, or (ii) the Subordinate Voting Shares are listed on a designated stock exchange; (B) in the case of the Warrants, on the date the Warrants are issued, either (i) the Warrants are listed on a designated stock exchange, or (ii) the Subordinate Voting Shares are listed on a designated stock exchange, and Trulieve is not a "connected person" under the Registered Plan. For this purpose, a "connected person" under a Registered Plan is a person who is an annuitant, beneficiary, employer or subscriber under, or a holder of, the Registered Plan, and each person that does not deal at arm's length with that person; and (C) in the case of the Warrant Shares issuable on exercise of the Warrants, on the date the Warrant Shares are issued, the Warrant Shares are listed on a designated stock exchange.

Notwithstanding that the Notes, Warrants and/or Warrant Shares, as the case may be, may be qualified investments for a trust governed by an RRSP, RRIF, TFSA, RESP or RDSP, the annuitant of an RRSP or RRIF, holder of TFSA or RDSP or subscriber of a RESP, as the case may be, will be subject to a penalty tax if the Notes, Warrants or Warrant Shares, as the case may be, are a "prohibited investment" within the meaning of the Tax Act. The Notes, Warrants and Warrant Shares generally will not be a prohibited investment for an RRSP, RRIF, TFSA, RESP or RDSP provided the annuitant of the RRSP or RRIF, holder of the TFSA or RDSP or subscriber of the RESP, as the case may be, (i) deals at arm's length with Trulieve, for purposes of the Tax Act, and (ii) does not have a "significant interest" (as defined in the Tax Act for the purposes of the "prohibited investment" rules) in the Company. A Warrant Share will also not be a "prohibited investment" if such Warrant Share is "excluded property" as defined in the Tax Act for the purposes of the "prohibited investment" rules for trusts governed by an RRSP, RRIF, TFSA, RESP or RDSP.

Prospective investors who intend to hold Notes, Warrants or Warrant Shares in a Registered Plan are advised to consult their personal tax advisors.

RISK FACTORS

Before deciding whether to invest in the Units, investors should consider carefully the risks as well as other information set out in this Prospectus Supplement, the Prospectus and the documents incorporated by reference herein and therein. Prospective investors should carefully consider the risks below and the risks identified in the Prospectus and in the documents incorporated by reference herein and therein, the other information elsewhere in this Prospectus Supplement and the Prospectus and consult with their professional advisors to assess any investment in the Company. The Units will not be an appropriate investment for a purchaser if the purchaser does not understand the terms of the Notes or the Warrants or financial matters in general. A purchaser should not purchase Units unless the purchaser understands, and can bear, all of the investment risks involving the Units. Readers are cautioned that this summary of risks may not be exhaustive, as there may be risks that are unknown and other risks that may pose unexpected consequences. Further, many of the risks are beyond the Company's control and, in spite of the Company's active management

Risks Related to the Offering

Existing Indebtedness

Following the offering of the Units, the Company will have additional indebtedness. See "Consolidated Capitalization" and "*Description of the Securities Being Distributed - Notes*". This indebtedness could adversely affect the Company's business, financial condition or results of operations and prevent Trulieve from fulfilling its obligations under its existing indebtedness and the Notes offered hereby.

The ability of Trulieve to make certain payments or advances will be subject to applicable laws and contractual restrictions in the instruments governing any indebtedness of Trulieve. The degree to which Trulieve is leveraged could have important consequences, including: (i) the Company's ability to obtain additional financing for working capital, capital expenditures, or acquisitions may be limited; and (ii) all or part of the Company's cash flow from operations may be dedicated to the payment of the principal of and interest on the Company's indebtedness, thereby reducing funds available for operations. These factors may adversely affect the Company's cash flow.

The Indenture contains restrictive covenants that limit the discretion of Trulieve with respect to certain business matters. These covenants place restrictions on, among other things, the ability of Trulieve to create liens or other encumbrances, to pay distributions or make certain other payments, and to sell or otherwise dispose of certain assets. A failure to comply with the obligations in the Indenture could result in a default, which, if not cured or waived, could permit acceleration of the relevant indebtedness. If the indebtedness were to be accelerated, there can be no assurance that the assets of Trulieve would be sufficient to repay in full the Notes.

Conversely, Trulieve may be able to incur additional indebtedness in the future. Although the Indenture contains restrictions on the incurrence of additional indebtedness, additional debt may be incurred in compliance with these restrictions. In addition, the Indenture will not prevent Trulieve from incurring obligations that do not constitute indebtedness. If Trulieve incurs additional indebtedness or other obligations, the related risks faced by Trulieve could be magnified.

Ability to Make Payment

The ability of the Company to make scheduled payments on or to refinance its debt obligations, including the Notes, depends on the Company's financial condition and operating performance, which are subject to a number of factors beyond the Company's control. Trulieve may be unable to maintain a level of cash flow from operating activities sufficient to permit the Company to pay the principal, premium, if any, and interest on its indebtedness, including the Notes.

If the Company's cash flow and capital resources are insufficient to fund its debt service obligations, Trulieve could face liquidity problems and could be forced to reduce or delay investments and capital expenditures or to dispose of material assets or operations, seek additional debt or equity capital or restructure or refinance its indebtedness, including the Notes. The Company may not be able to effect any such alternative measures on commercially reasonable terms or at all and, even if successful, those alternative actions may not allow Trulieve to meet its

scheduled debt service obligations. The Indenture will restrict Trulieve's ability to dispose of certain assets and use the proceeds from those dispositions and may also restrict the Company's ability to raise debt or equity capital to be used to repay other indebtedness when it becomes due. Trulieve may not be able to consummate any such dispositions or to obtain proceeds in an amount sufficient to meet any debt service obligations then due.

The Company's inability to generate sufficient cash flow to satisfy its debt obligations, or to refinance its indebtedness on commercially reasonable terms or at all, would materially and adversely affect the Company's business, results of operations, financial condition and its ability to satisfy its obligations under the Notes.

Credit Risk

The likelihood that purchasers of the Notes will receive payments owing to them under the terms of the Notes will depend on the financial health of the Company and its creditworthiness. No credit rating has been assigned to the Notes.

The Indenture contains covenants that restrict the Company's ability to engage in certain transactions and may impair its ability to respond to changing business and economic conditions

The Indenture contains covenants that restrict the Company's ability, and that of certain of its affiliates, to engage in certain transactions and may impair the Company's ability to respond to changing business and economic conditions. These covenants include limitations on, among other things, the ability to:

- incur additional indebtedness or issue disqualified stock;
- restrict the payment of distributions, payments on other indebtedness and dividends out of the ordinary course;
- repurchase stock;
- make certain investments, distributions and acquisitions;
- create liens;
- engage in transactions with affiliates;
- merge, amalgamate, consolidate or make other fundamental changes;
- sell or dispose of assets; and
- engage in certain types of businesses.

Nature of Obligations under Guarantees

Although a Guarantors will be required to grant *pari passu* ranking lien over its assets if it grants a lien to another lender (other than Permitted Liens), until such time, the obligations under the Guarantees pursuant to the Indenture will be direct unsecured obligations of each of the Guarantors ranking equally and *pari passu* with all other unsecured and unsubordinated indebtedness of the Guarantors. If the applicable Guarantor is involved in any bankruptcy, dissolution, liquidation, reorganization or other insolvency proceeding when such Guarantee is called upon, any debtholders that hold a Permitted Lien would be paid before the holders of Notes receive any amounts due under the Notes, pursuant to such Guarantee, to the extent of the assets securing the such debt. In that event, a holder of Notes may not be able to recover any principal or interest due to it under the Notes, pursuant to such Guarantee.

The Notes will be effectively junior in right of payment to certain obligations of the Company's subsidiaries

Trulieve conducts its operations directly through certain subsidiaries. Accordingly, Trulieve relies upon distributions and other payments from such subsidiaries to generate a portion of the funds necessary to pay the principal of, and interest on, the Notes. The ability of such subsidiaries to pay distributions and other payments including, but not limited to, dividends to Trulieve may be restricted by, among other things, the availability of cash flows from operations or contractual restrictions.

Uncertainty of Enforcement Against Collateral

The Notes will be secured by the general security agreement and the Pledge Agreement only. The general security

agreement will not provide a charge over the shares of the Company's subsidiaries. Furthermore, the laws relating to cannabis and cannabis-related products and creditors' rights relating to cannabis and cannabis-related products are constantly evolving and there is uncertainty regarding the enforcement of rights under security agreements in relation to cannabis and cannabis-related products. The ability of the Noteholders to obtain a security interest in the Company's cannabis licenses and the ability to enforce the security rights provided by the Pledge Agreement may be limited by applicable law.

Sufficiency of Collateral

The amount to be received upon a sale of Collateral would be dependent on numerous factors, including but not limited to the actual fair market value of the Collateral at such time and the timing and the manner of the sale. By its nature, portions of the Collateral may be illiquid, including transfers in any cannabis related Collateral, which may be prohibited under applicable law, and accordingly, may have no readily ascertainable market value. Accordingly, there can be no assurance that the Collateral can be sold in a short period of time (or at all) or in an orderly manner or that the proceeds of any sale of the Collateral following an Event of Default would be sufficient to satisfy, or would not be substantially less than, amounts due under the Notes. Likewise, there can be no assurance that the Collateral will be saleable, or, if saleable, that there will not be substantial delays in its liquidation. In addition, in the event of a bankruptcy or other insolvency, the ability of the Collateral Trustee to realize upon any of the Collateral may be subject to certain Bankruptcy Law limitations described in this Prospectus Supplement.

Lack of Access to United States Bankruptcy Protections

Because cannabis is a Schedule I substance under the CSA, many bankruptcy courts, which are all federal courts in the United States, have denied cannabis businesses federal bankruptcy protections, making it more difficult for lenders to be made whole on their investments in the cannabis industry in the event of a bankruptcy of a cannabis business. If the Company were to experience a bankruptcy, there is no guarantee that United States federal bankruptcy courts or the protections provided to other debtors in bankruptcy under the United State Bankruptcy Code would be available to the Company, which would have a material adverse effect on the Company at that time.

Holders of Notes may not be able to determine when a change of control giving rise to their right to have the Notes repurchased has occurred

The definition of Change of Control includes a phrase relating to the direct or indirect sale, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of Trulieve and its Restricted Subsidiaries, taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all" there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a Holder of Notes to require Trulieve to repurchase such Notes as a result of a sale, transfer, conveyance or other disposition of less than all properties or assets of Trulieve and its Restricted Subsidiaries, taken as a whole, to another Person or group may be uncertain.

The Company may not be able to finance an offer to purchase the Notes following a Change of Control as required by the Indenture because the Company may not have sufficient funds at the time of the Change of Control

If Trulieve experiences a Change of Control, it may be required to make an offer to repurchase all of the Notes prior to their maturity. Trulieve may not have sufficient funds or be able to arrange for additional financing at the time of the Change of Control to make the required repurchase of the Notes. There is no sinking fund with respect to the Notes.

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Market for the Securities

There is currently no market through which the Notes or the Warrants may be sold. Even though the Company has filed an application to list the Notes and the Warrants on the CSE, and the Company will use its commercially reasonable best efforts to obtain such listing, there can be no assurance that it will meet the listing requirements or that such listing application will be accepted by the CSE, or that a secondary market for trading in the Notes or the Warrants will develop or that any secondary market which does develop will continue. Also, there can be no assurances that any such secondary market will be active or liquid. To the extent that an active trading market for the Notes or Warrants does not develop, the liquidity and the trading prices for the Notes or Warrants, as applicable, may be adversely affected.

Market Value Fluctuations

Prevailing interest rates will affect the market value of the Notes as they carry a fixed interest rate. Assuming all other factors remain unchanged, the market value of the Notes will decline as prevailing interest rates for comparable debt instruments rise, and increase as prevailing interest rates for comparable debt instruments decline.

Redemption of Notes

The Notes are redeemable at the Company's option in certain events. Trulieve may choose to redeem the Notes from time to time, especially when prevailing interest rates are lower than the rate borne by the Notes. If prevailing rates are lower at the time of redemption, a purchaser may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the interest rate on the Notes being redeemed. The Company's redemption right may also adversely impact a purchaser's ability to sell Notes as the optional redemption date or period approaches.

No Assurance Future Financing Will be Available

Trulieve may need to obtain additional financing in the future. The ability to obtain such additional financing will depend upon a number of factors, including prevailing market conditions and the operating performance of Trulieve. There can be no assurance that any such financing will be available to Trulieve on favourable terms or at all. If financing is available through the sale of debt, equity or capital properties, the terms of such financing may not be favourable to the Company. In addition, the Indenture contains restrictions on the ability of Trulieve to raise capital through issuing or incurring additional debt. Failure to raise capital when required could have a material adverse effect on the Company's business, financial condition and results of operations.

Trulieve may not be able to finance an offer to purchase the Notes following a Change of Control as required by the Indenture because Trulieve may not have sufficient funds at the time of the Change of Control

If Trulieve experiences a Change of Control, Trulieve may be required to make an offer to repurchase all of the Notes prior to their maturity. The Company may not have sufficient funds or be able to arrange for additional financing at the time of the Change of Control to make the required repurchase of the Notes. There is no sinking fund with respect to the Notes.

The Company's ability to repurchase Notes pursuant to a Change of Control Offer may be limited by a number of factors. The occurrence of the events constituting a Change of Control under the Indenture may result in an event of default in respect of current or future indebtedness of Trulieve and its subsidiaries and, consequently, the lenders thereof may have the right to require repayment of such indebtedness in full. Moreover, the exercise by Holders of their right to require Trulieve to repurchase the Notes upon a Change of Control could cause a default under these other agreements, even if the Change of Control itself does not, due to the financial effect of such repurchases on Trulieve. In the event a Change of Control occurs at a time when Trulieve is prohibited from purchasing Notes or its subsidiaries are prohibited from making distributions to Trulieve to purchase Notes under the terms of any agreements governing indebtedness of Trulieve and its subsidiaries or otherwise, Trulieve could seek the consent of its lenders to the purchase of Notes or make such distributions or could attempt to refinance the borrowings that contain such prohibition. If the Company does not obtain a consent or repay those borrowings, it will remain prohibited from purchasing Notes. In that case, the Company's failure to purchase tendered Notes would constitute an Event of Default under the Indenture which could, in turn, constitute a default under other indebtedness. See "*Description of the Securities Being Distributed - Notes*".

The Company's ability to make payments of principal on the Notes is dependent on its cash flow

The Company's ability to make payments of principal on the Notes is dependent on its cash flow.

Despite the Company's current level of indebtedness, the Company may be able to incur more debt

Trulieve may be able to incur additional indebtedness in the future. Although the Indenture will contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions and the additional indebtedness incurred in compliance with these exceptions could be substantial. If Trulieve incurs additional indebtedness, it may have the effect of reducing the amount of proceeds distributed to holders of Notes in connection with any insolvency, liquidation, reorganization, dissolution or other winding-up of or such proceedings involving Trulieve. If new debt is added to the Company's current debt levels, the related risks that Trulieve ow faces could intensify.

The Trustee will take instructions from a majority of Noteholders whose interests may not align with other Noteholders

Except in limited circumstances, the Notes will be issued in the form of one global note registered in the name of CDS. Beneficial holders of the Notes will have their rights and interests in the Notes governed by the terms of the Indenture and will be represented by the Trustee appointed thereunder. The Trustee will take direction from Noteholders in accordance with the terms of the Indenture, which may require a minimum number of Noteholders to vote on a course of action prior to the implementation thereof. As a result, the Trustee may take direction from one or more institutional Noteholders to the extent that such Noteholders maintain a significant interest in the Notes. Such Noteholders may not have the same interests in outcomes as other holders of Notes.

Alternatively, if the beneficial interest in the Notes is widely held, the Trustee may not receive instructions in a timely manner or may not receive instructions at all. In the event the Trustee is unable to obtain timely instructions from Noteholders, Noteholders may not achieve the outcomes they might have otherwise been able to if the Trustee had received instructions in a timely manner.

Canadian bankruptcy and insolvency laws may impair the Trustee's ability to enforce remedies under the Notes

The rights of the Trustee to enforce remedies could be delayed by the restructuring provisions of applicable Canadian federal bankruptcy, insolvency and other restructuring legislation if the benefit of such legislation is sought with respect to Trulieve. For example, both the *Bankruptcy and Insolvency Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada) contain provisions enabling an insolvent person to obtain a stay of proceedings against its creditors and to file a proposal to be voted on by the various classes of its affected creditors. A restructuring proposal, if accepted by the requisite majorities of each affected class of creditors, and if approved by the relevant Canadian court, would be binding on all creditors within each affected class, including those creditors that did not vote to accept the proposal. Moreover, this legislation, in certain instances, permits the insolvent debtor to retain possession and administration of its property, subject to court oversight, even though it may be in default

under the applicable debt instrument, during the period that the stay against proceedings remains in place. The powers of the court under the *Bankruptcy and Insolvency Act* (Canada), and particularly under the *Companies' Creditors Arrangement Act (*Canada), have been interpreted and exercised broadly so as to protect a restructuring entity from actions taken by creditors and other parties. Accordingly, Trulieve cannot predict whether payments under the Notes would be made during any proceedings in bankruptcy, insolvency or other restructuring, whether or when the Trustee could exercise its rights under the Indenture or whether and to what extent holders of the Notes would be compensated for any delays in payment, if any, of principal, interest and costs, including the fees and disbursements of the respective trustees.

In addition, all of the Guarantors are incorporated or otherwise existing under the laws of the United States, and the Company's future subsidiaries that become Guarantors, if any, may be formed or otherwise existing under the laws of the United States or another jurisdiction outside of Canada, and/or their respective principal operating assets could be located in such jurisdictions. In the event of bankruptcy, insolvency or a similar event, proceedings could be initiated in any of these jurisdictions. Under bankruptcy laws in the United States, courts typically have jurisdiction over a debtor's property, wherever located, including property situated in other countries. A holder of Note's rights under the Notes will thus be subject to the laws of several jurisdictions, and courts in one jurisdiction may not recognize the jurisdiction of another court. Accordingly, difficulties may arise in administering a bankruptcy case involving a Canadian debtor with assets located in the United States, and any orders or judgments of a bankruptcy court in Canada or the United States may not be enforceable in the other jurisdiction. Moreover, such multi-jurisdictional proceedings are typically complex and costly for creditors and often result in substantial uncertainty and delay in the enforcement of creditors' rights.

Discretion in the Use of Proceeds

Management of the Company will have broad discretion with respect to the application of net proceeds received by the Company from the sale of the Units and may spend such proceeds in ways that do not improve the Company's results of operations or enhance the value of the Notes, Warrants or its other securities issued and outstanding from time to time. Any failure by management to apply these funds effectively could result in financial losses that could have a material adverse effect on the Company's business or cause the price of the securities of the Company issued and outstanding from time to time to decline. In respect of potential future acquisitions, there can be no assurance that the Company will be able to identify acquisition opportunities that meet its strategic objectives, or to the extent such opportunities are identified, that it will be able to negotiate terms that are acceptable to it. As of the date hereof, the Company has not entered into any definitive agreements with respect to any potential acquisition.

Forward-Looking Information May Prove to be Inaccurate

Investors are cautioned not to place undue reliance on forward-looking information. By its nature, forward-looking information involves numerous assumptions, known and unknown risks and uncertainties, of both a general and specific nature, that could cause actual results to differ materially from those suggested by the forward-looking information or contribute to the possibility that predictions, forecasts or projections will prove to be materially inaccurate. Additional information on the risks, assumptions and uncertainties are found in this short form prospectus under the heading "*Forward-Looking Information*".

Risks Relating to the Company

Settlement by Securityholders Resident in the United States

Given the heightened risk profile associated with cannabis in the United States, capital markets participants may be unwilling to assist with the settlement of trades for U.S. resident securityholders of companies with operations in the United States cannabis industry which may prohibit or significantly impair the ability of securityholders in the United States to trade the Notes, the Warrants or any Warrant Shares issuable upon exercise thereof. In the event residents of the United States are unable to settle trades of the Notes, the Warrants or any Warrant Shares issuable upon exercise thereof, this may affect the pricing of the Notes, the Warrants (and any Warrant Shares issuable upon exercise thereof) in the secondary market, the transparency and availability of trading prices and the liquidity of these securities.

Cannabis is Illegal under Federal United States Law

Investors are cautioned that in the United States, cannabis is largely regulated at the State level. To the Company's knowledge, some form of cannabis has been legalized in 33 States, the District of Columbia, and the territories of Guam and Puerto Rico as of February 2019. Additional States have pending legislation regarding the same. Although each State in which Trulieve operates (and is currently proposing to operate) authorizes, as applicable, medical and/or adult-use cannabis production and distribution by licensed or registered entities, and numerous other States have legalized cannabis in some form, under U.S. federal law, the possession, use, cultivation, and transfer of cannabis and any related drug paraphernalia is illegal, and any such acts are criminal acts under federal law under any and all circumstances under the CSA. The concepts of "medical cannabis", "retail cannabis" and "adult-use cannabis" do not exist under U.S. federal law. Marijuana is a Schedule I drug under the CSA. Under U.S. federal law, a Schedule I drug or substance has a high potential for abuse, no accepted medical use in the United States, and a lack of safety for the use of the drug under medical supervision. Although Trulieve believes that its business activities are compliant with applicable state and local laws of the United states, strict compliance with state and local laws with respect to cannabis may neither absolve the Company of liability under United States federal law, nor may it provide a defense to any federal proceeding which may be brought against the Company. Any such proceedings brought against the Company may result in a material adverse effect on the Company. Trulieve derives 100% of its revenues from the cannabis industry in certain States, which industry is illegal under United States federal law. Even where the Company's cannabis-related activities are compliant with applicable State and local law, such activities remain illegal under United States federal law. The enforcement of relevant laws is a significant risk.

United States CBP enforces the laws of the United States. Crossing the border while in violation of the CSA and other related United States federal laws may result in denied admission, seizures, fines and apprehension. CBP officers administer the United States Immigration and Nationality Act to determine the admissibility of travelers, who are non-U.S. citizens, into the United States. An investment in the Company, if it became known to CBP, could have an impact on a shareholder's admissibility into the United States and could lead to a lifetime ban on admission. See "*Risk Factors - United States Border Entry*".

Medical cannabis has been protected against enforcement by enacted legislation from the United States Congress in the form of the Rohrabacher-Farr Amendment, which prevents federal prosecutors from using federal funds to impede the implementation of medical cannabis laws enacted at the state level, subject to the United States Congress restoring such funding. This amendment has historically been passed as an amendment to omnibus appropriations bills, which by their nature expire at the end of a fiscal year or other defined term. Subsequent to the issuance of the Sessions Memo, the United States Congress passed its omnibus appropriations bill, SJ 1662, which for the fourth consecutive year contained the Rohrabacher-Farr Amendment language (referred to in 2018 as the Leahy Amendment) and continued the protections for the medical cannabis marketplace and its lawful participants from interference by the Department of Justice. The Rohrbacher-Farr Amendment again was included in the Consolidated Appropriations Act of 2019, which was signed by President Trump on February 14, 2019 and funds the departments of the federal government through the fiscal year ending September 30, 2019. Notably, such Amendments have always applied only to medical cannabis programs, and have no effect on pursuit of recreational cannabis activities.

Violations of any United States federal laws and regulations could result in significant fines, penalties, administrative sanctions, convictions or settlements arising from civil proceedings conducted by either the United States federal government or private citizens, or criminal charges, including, but not limited to, disgorgement of profits, cessation of business activities or divestiture. This could have a material adverse effect on the Company, including its reputation and ability to conduct business, its holding (directly or indirectly) of medical and adult-use cannabis licenses in the United States, its financial position, operating results, profitability or liquidity or the market price of its publicly-traded shares. In addition, it will be difficult for the Company to estimate the time or resources that would be needed for the investigation of any such matters or its final resolution because, in part, the time and resources that may be needed are dependent on the nature and extent of any information requested by the applicable authorities involved, and such time or resources could be substantial.

United States Regulatory Uncertainty

The activities of the Company are subject to regulation by governmental authorities. The Company's business

objectives are contingent upon, in part, compliance with regulatory requirements enacted by these governmental authorities and obtaining all regulatory approvals, where necessary, for the sale of its products in each jurisdiction in which it operates. Any delays in obtaining, or failure to obtain regulatory approvals would significantly delay the development of markets and products and could have a material adverse effect on the business, results of operations and financial condition of the Company. Furthermore, although the operations of the Company are currently carried out in accordance with all applicable rules and regulations, no assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner which could limit or curtail the Company's ability to import, distribute or, in the future, produce marijuana. Amendments to current laws and regulations governing the importation, distribution, transportation and/or production of marijuana, or more stringent implementation thereof could have a substantial adverse impact on the Company.

As a result of the conflicting views between State legislatures and the federal government regarding cannabis, investments in cannabis businesses in the United States are subject to inconsistent legislation and regulation. The response to this inconsistency was addressed in a memorandum issued on August 29, 2013 by United States Deputy Attorney James Cole (the "**Cole Memo**") addressed to all United States Attorneys' offices. The Cole Memo outlined certain priorities for the United States Department of Justice relating to the prosecution of cannabis offenses. In particular, the Cole Memo generally directed U.S. Attorneys to not prioritize enforcement of federal marijuana laws against individuals and businesses that rigorously comply with state regulatory provisions in jurisdictions that have enacted laws legalizing cannabis in some form and that have also implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale and possession of cannabis. Notably, however, the United States Department of Justice has never provided specific guidelines for what regulatory and enforcement systems it deems sufficient under the Cole Memo standard. In light of limited investigative and prosecutorial resources, the Cole Memo concluded that the United States Department of Justice should be focused on addressing only the eight significant enforcement priorities related to cannabis. States where medical cannabis had been legalized were not characterized as a high priority.

In March 2017, then Attorney General Sessions again noted limited federal resources and acknowledged that much of the Cole Memo had merit; however, he had previously stated that he did not believe it had been implemented effectively and, on January 4, 2018, former Attorney General Sessions issued the Sessions Memorandum, which rescinded the Cole Memo. The Sessions Memorandum rescinded previous nationwide guidance specific to the prosecutorial authority of United States Attorneys relative to cannabis enforcement on the basis that they are unnecessary, given the well-established principles governing federal prosecution that are already in place. Those principles are included in chapter 9.27.000 of the United States Attorneys Manual and require federal prosecutors deciding which cases to prosecute to weigh all relevant considerations, including federal law enforcement priorities set by the Attorney General, the seriousness of the crime, the deterrent effect of criminal prosecution, and the cumulative impact of particular crimes on the community. While the Sessions Memorandum did not create a change in federal law, as the Cole memo was not itself law, the Sessions Memorandum removed Department of Justice guidance to U.S. Attorneys that state-regulated cannabis industries substantially in compliance with the Cole Memo's guidance should not be a prosecutorial priority. No direction was given to federal prosecutors in the Sessions Memorandum as to the priority they should ascribe to such cannabis activities, and resultantly it is uncertain how active U.S. federal prosecutors will be in relation to such activities. As discussed above, should the Rohrabacher-Leahy Amendment not be renewed, there can be no assurance that the United States federal government will not seek to prosecute cases involving medical cannabis businesses that are otherwise compliant with state laws. Furthermore, the Sessions Memorandum did not discuss the treatment of medical cannabis by federal prosecutors. While dozens of United States attorneys from across the country have affirmed that their view of federal enforcement priorities has not changed, there can be no assurances that such views are universally held or will continue in the near future. In California, at least one United States Attorney has made comments indicating a desire to enforce the CSA, stating that the Sessions Memorandum and the rescission of the Cole Memo "returns trust and local control to federal prosecutors" to enforce the CSA. These and other so called "enforcement hawks" in California or elsewhere may choose to enforce the CSA in accordance with federal policies prior to the issuance of the Cole Memo. As such, there can be no assurance that the United States federal government will not seek to prosecute cases involving cannabis businesses that are otherwise compliant with State law. Contrastingly, Andrew Lelling, the United States Attorney for the District of Massachusetts, issued a statement explaining that while marijuana is illegal under federal law, his "office's resources […] are primarily focused on the opioid epidemic." In this statement, United States Attorney Lelling also clarified that his marijuana enforcement efforts will be focused on overproduction, targeted sales to minors, and organized crime and interstate transportation of drug proceeds. On

November 7, 2018, Mr. Sessions tendered his resignation as Attorney General at the request of President Donald Trump. Attorney General Sessions was replaced by William Barr on February 14, 2019. In a written response to questions from U.S. Senator Cory Booker made as a nominee, Attorney General Barr stated "I do not intend to go after parties who have complied with state law in reliance on the Cole Memorandum." Attorney General Barr served in the same position under former President George H.W. Bush and promoted an anti-drug stance during his tenure. However, during his Senate confirmation hearing, Mr. Barr testified (similar to his written responses) that although he disagrees with efforts by states to legalize marijuana, he "won't go after" marijuana companies in states that have authorized regulated adult use. He stated further that he would not upset settled expectations that have arisen as a result of the Cole Memo, notwithstanding his predecessor's rescission of the Cole Memo. Notwithstanding this testimony, there is no guarantee that Attorney General Barr plans to or will forbid federal prosecution of state-licensed marijuana companies. It is important to note that in the United States, individual United States attorneys operate within state- or district-level jurisdictions and enjoy a substantial degree of autonomy in determining which criminal actions to pursue. While dozens of United States attorneys from across the country have affirmed that their view of federal enforcement priorities has not changed, there can be no assurances that such views are universally held or will continue in the near future. As such, there can be no assurance that the United States federal government will not seek to prosecute cases involving cannabis businesses that are otherwise compliant with State law. Any potential federal prosecution of state-licensed marijuana companies could involve significant restrictions being imposed upon the Company, while diverting the attention of key executives. Such proceedings could have a material adverse effect on the Company, as well as the Company's reputation, even if such proceedings were concluded successfully in favour of the Company. In the extreme case, such proceedings could ultimately involve the prosecution of key executives of the Company or the seizure of corporate assets; however as of the date hereof, the Company believes that proceedings of this nature are remote. In sum, there is no certainty as to how the Department of Justice, Federal Bureau of Investigation and other government agencies will handle cannabis matters in the future. There can be no assurances that the Trump administration would not change the current enforcement policy and decide to strongly enforce the federal laws. The Company regularly monitors the activities of the current administration in this regard.

Money Laundering Laws and Access to Banking

The Company is subject to a variety of laws and regulations in the United States that involve money laundering, financial recordkeeping and proceeds of crime, including the Currency and Foreign Transactions Reporting Act of 1970 (commonly known as the Bank Secrecy Act), as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and any related or similar rules, regulations or guidelines, issued, administered or enforced by governmental authorities in the United States.

In February 2014, the FinCen issued the FinCEN Memo providing instructions to banks seeking to provide services to cannabis-related businesses. The FinCEN Memo states that in some circumstances, it is permissible for banks to provide services to cannabis-related businesses without risking prosecution for violation of federal money laundering laws. It refers to supplementary guidance that Deputy Attorney General Cole issued to federal prosecutors relating to the prosecution of money laundering offenses predicated on cannabis-related violations of the CSA. It is unclear at this time whether the current administration will follow the guidelines of the FinCEN Memo.

On the same day the FinCEN Memo was published, the United States Department of Justice issued a memorandum (the "**2014 Cole Memo**") directing prosecutors to apply the enforcement priorities of the Cole Memo in determining whether to charge individuals or institutions with crimes related to financial transactions involving the proceeds of marijuana-related conduct. On January 4, 2018, the 2014 Cole Memo was rescinded (along with the Cole Memo), removing guidance that enforcement of applicable financial crimes was not a DOJ priority.

However, former United States Attorney General Jeff Sessions' revocation of the Cole Memo and the 2014 Cole Memo has not affected the status of the FinCEN Memorandum, nor has the Department of the Treasury given any indication that it intends to rescind the FinCEN Memorandum itself. Though it was originally intended for the 2014 Cole Memo and the FinCEN Memorandum to work in tandem, the FinCEN Memorandum can act as a standalone document which explicitly lists the eight enforcement priorities originally cited in the Cole Memo. As such, the FinCEN Memorandum remains intact

In the event that any of the Company's operations, or any proceeds thereof, any dividends or distributions therefrom, or any profits or revenues accruing from such operations in the United States were found to be in violation of money laundering legislation or otherwise, such transactions may be viewed as proceeds of crime under one or more of the statutes noted above or any other applicable legislation. This could restrict or otherwise jeopardize the ability of the Company to declare or pay dividends or effect other distributions.

Re-Classification of Cannabis or Changes in United States Controlled Substance Laws and Regulations

If cannabis is re-categorized as a Schedule II or lower controlled substance, the ability to conduct research on the medical benefits of cannabis would most likely be more accessible; however, if cannabis is re-categorized as a Schedule II or other controlled substance, the resulting re-classification would result in the need for approval by the FDA if medical claims are made for the Company's products, such as medical cannabis. As a result, the manufacture, importation, exportation, domestic distribution, storage, sale and use of such products may be subject to a significant degree of regulation by the DEA. In that case, Trulieve may be required to be registered (licensed) to perform these activities and have the security, control, recordkeeping, reporting and inventory mechanisms required by the DEA to prevent drug loss and diversion. Obtaining the necessary registrations may result in delay of the manufacturing or distribution of the Company's products. The DEA conducts periodic inspections of certain registered establishments that handle controlled substances. Failure to maintain compliance could have a material adverse effect on the Company's business, financial condition and results of operations. The DEA may seek civil penalties, refuse to renew necessary registrations, or initiate proceedings to restrict, suspend or revoke those registrations. In certain circumstances, violations could lead to criminal proceedings.

Potential FDA Regulation

Should the United States federal government legalize cannabis, it is possible that the FDA, would seek to regulate it under the Food, Drug and Cosmetics Act of 1938. Additionally, the FDA may issue rules and regulations including good manufacturing practices related to the growth, cultivation, harvesting and processing of medical cannabis. Clinical trials may be needed to verify efficacy and safety. It is also possible that the FDA would require that facilities where medical-use cannabis is grown register with the agency and comply with certain federally prescribed regulations. In the event that some or all of these regulations are imposed, the impact on the cannabis industry is uncertain, including what costs, requirements, and possible prohibitions may be imposed. If the Company is unable to comply with the regulations or registration as prescribed by the FDA it may have an adverse effect on the Company's business, operating results, and financial condition

United States Border Entry

Because cannabis remains illegal under United States federal law, those investing in Canadian companies with operations in the United States cannabis industry could face detention, denial of entry or lifetime bans from the United States for their business associations with United States cannabis businesses. Entry happens at the sole discretion of CBP officers on duty, and these officers have wide latitude to ask questions to determine the admissibility of a non-US citizen or foreign national. The government of Canada has started warning travelers on its website that previous use of cannabis, or any substance prohibited by United States federal laws, could mean denial of entry to the United States. Business or financial involvement in the cannabis industry in the United States could also be reason enough for United States border guards to deny entry. On September 21, 2018, CBP released a statement outlining its current position with respect to enforcement of the laws of the United States. It stated that Canada's legalization of cannabis will not change CBP enforcement of United States laws regarding controlled substances and because cannabis continues to be a controlled substance under United States law, working in or facilitating the proliferation of the legal marijuana industry in U.S. states where it is deemed legal may affect admissibility to the United States. On October 9, 2018, CBP released an additional statement regarding the admissibility of Canadian citizens working in the legal cannabis industry. CBP stated that a Canadian citizen working in or facilitating the proliferation of the legal cannabis industry in Canada coming into the United States for reasons unrelated to the cannabis industry will generally be admissible to the United States; however, if such person is found to be coming into the United States for reasons related to the cannabis industry, such person may be deemed inadmissible. As a result, CBP has affirmed that, employees, directors, officers, managers and investors of companies involved in business activities related to cannabis in the United States (such as Trulieve), who are not United States citizens face the risk of being barred from entry into the United States for life.

Heightened Scrutiny of Cannabis Companies in Canada and the United States

The Company's existing operations in the United States, and any future operations, may become the subject of heightened scrutiny by regulators, stock exchanges and other authorities in the United States and Canada.

Given the heightened risk profile associated with cannabis in the United States, CDS may implement procedures or protocols that would prohibit or significantly impair the ability of CDS to settle trades for companies that have cannabis businesses or assets in the United States.

On February 8, 2018, following discussions with the Canadian Securities Administrators and recognized Canadian securities exchanges, the TMX Group announced the signing of a Memorandum of Understanding ("**TMX MOU**") with Aequitas NEO Exchange Inc., the CSE, the Toronto Stock Exchange, and the TSX Venture Exchange. The TMX MOU outlines the parties' understanding of Canada's regulatory framework applicable to the rules, procedures, and regulatory oversight of the exchanges and CDS as it relates to issuers with cannabis-related activities in the United States. The TMX MOU confirms, with respect to the clearing of listed securities, that CDS relies on the exchanges to review the conduct of listed issuers. As a result, there is no CDS ban on the clearing of securities of issuers with cannabis-related activities in the United States. However, there can be no assurances given that this approach to regulation will continue in the future. If such a ban were to be implemented, it would have a material adverse effect on the ability of holders of the Subordinate Voting Shares to settle trades. In particular, the Subordinate Voting Shares would become highly illiquid as until an alternative was implemented, investors would have no ability to effect a trade of the Subordinate Voting Shares through the facilities of a stock exchange.

The Company expects to incur significant ongoing costs and obligations related to its investment in infrastructure, growth, regulatory compliance and operations

The Company expects to incur significant ongoing costs and obligations related to its investment in infrastructure and growth and for regulatory compliance, which could have a material adverse impact on the Company's results of operations, financial condition and cash flows. In addition, future changes in regulations, more vigorous enforcement thereof or other unanticipated events could require extensive changes to the Company's operations, increased compliance costs or give rise to material liabilities, which could have a material adverse effect on the business, results of operations and financial condition of the Company. The Company's efforts to grow its business may be more costly than expected, and the Company may not be able to increase its revenue enough to offset its higher operating expenses. The Company may incur significant losses in the future for a number of reasons, including unforeseen expenses, difficulties, complications and delays, and other unknown events. If the Company is unable to achieve and sustain profitability, the market price of the securities of the Company may significantly decrease.

Availability of Favourable Locations

In Massachusetts and other states, the local municipality has authority to choose where any cannabis establishment will be located. These authorized areas are frequently removed from other retail operations. Because the cannabis industry remains illegal under United States federal law, the disadvantaged tax status of businesses deriving their income from cannabis, and the reluctance of the banking industry to support cannabis businesses, it may be difficult for Trulieve to locate and obtain the rights to operate at various preferred locations. Property owners may violate their mortgages by leasing to the Company, and those property owners that are willing to allow use of their facilities may require payment of above fair market value rents to reflect the scarcity of such locations and the risks and costs of providing such facilities.

Unfavorable Tax Treatment of Cannabis Businesses

Under Section 280E ("**Section 280E**") of the United States Internal Revenue Code of 1986, as amended (the "U.S. Tax Code"), "no deduction or credit shall be allowed for any amount paid or incurred during the taxable year in carrying on any trade or business if such trade or business (or the activities which comprise such trade or business) consists of trafficking in controlled substances (within the meaning of schedule I and II of the Controlled Substances Act) which is prohibited by Federal law or the law of any State in which such trade or business is conducted." This

provision has been applied by the United states Internal Revenue Service to cannabis operations, prohibiting them from deducting expenses directly associated with the sale of cannabis. Section 280E, therefore, has a significant impact on the retail side of cannabis, but a lesser impact on cultivation and manufacturing operations. A result of Section 280E is that an otherwise profitable business may, in fact, operate at a loss, after taking into account its United States income tax expenses.

United States Tax Classification of the Company

The Company, which is and will continue to be a Canadian Company as of the date of this Prospectus Supplement, generally would be classified as a non-United States Company under general rules of United States federal income taxation. Section 7874 of the U.S. Tax Code, however, contains rules that can cause a non-United States Company to be taxed as a United States Company for United States federal income tax purposes. Under section 7874 of the U.S. Tax Code, a Company created or organized outside the United States. (i.e., a non-United States Company) will nevertheless be treated as a United States Company for United States federal income tax purposes (such treatment is referred to as an "**Inversion**") if each of the following three conditions are met (i) the non-United States Company acquires, directly or indirectly, or is treated as acquiring under applicable United States Treasury Regulations, substantially all of the assets held, directly or indirectly, by a United States Company, (ii) after the acquisition, the former stockholders of the acquired United States Company hold at least 80% (by vote or value) of the shares of the non-United States Company by reason of holding shares of the United States acquired Company, and (iii) after the acquisition, the non-United States Company's expanded affiliated group does not have substantial business activities in the non- United States Company's country of organization or incorporation when compared to the expanded affiliated group's total business activities (clauses (i) – (iii), collectively, the "**Inversion Conditions**").

For this purpose, "**expanded affiliated group**" means a group of corporations where (i) the non-United States corporation owns stock representing more than 50% of the vote and value of at least one member of the expanded affiliated group, and (ii) stock representing more than 50% of the vote and value of each member is owned by other members of the group. The definition of an "expanded affiliated group" includes partnerships where one or more members of the expanded affiliated group own more than 50% (by vote and value) of the interests of the partnership.

The Company intends to be treated as a United States Company for United States federal income tax purposes under section 7874 of the U.S. Tax Code and is expected to be subject to United States federal income tax on its worldwide income. However, for Canadian tax purposes, the Company is expected, regardless of any application of section 7874 of the U.S. Tax Code, to be treated as a Canadian resident company (as defined in the Tax Act) for Canadian income tax purposes. As a result, the Company will be subject to taxation both in Canada and the United States which could have a material adverse effect on its financial condition and results of operations.

Lack of Access to United States Bankruptcy Protections

Because cannabis is a Schedule I substance under the CSA, many courts have denied cannabis businesses federal bankruptcy protections, making it difficult for lenders to be made whole on their investments in the cannabis industry in the event of a bankruptcy. If the Company were to experience a bankruptcy, there is no guarantee that United States federal bankruptcy protections would be available to the Company, which would have a material adverse effect.

The Company is a Holding Company

The Company is a holding company and essentially all of its assets are the capital stock of its subsidiaries. The Company currently conducts substantially all of its business through Trulieve US, which currently generates substantially all of the Company's revenues. Consequently, the Company's cash flows and ability to complete current or desirable future enhancement opportunities are dependent on the earnings of Trulieve US and the other subsidiaries of the Company and the distribution of those earnings to the Company. The ability of Trulieve US and the other subsidiaries of the Company to pay dividends and other distributions will depend on such subsidiaries' operating results and will be subject to applicable laws and regulations which require that solvency and capital standards be maintained by a subsidiary company and contractual restrictions contained in the instruments governing any current or future indebtedness of the Company's subsidiaries. In the event of a bankruptcy, liquidation or reorganization of Trulieve US or another of the Company's subsidiaries, holders of indebtedness and

trade creditors of such subsidiary may be entitled to payment of their claims from the assets of such subsidiary before the Company.

Inability to Enforce Contracts

It is a fundamental principle of law that a contract will not be enforced if it involves a violation of law or public policy. Because cannabis remains illegal at a federal level in the United States, judges in multiple states have on a number of occasions refused to enforce contracts for the repayment of money when the loan was used in connection with activities that violate United States federal law, even if there is no violation of state law. There remains doubt and uncertainty that the Company will be able to legally enforce contracts it enters into if necessary. The Company cannot be assured that it will have a remedy for breach of contract, which would have a material adverse effect on the Company.

A U.S. court may not enforce a security interest against collateral.

Because the Company's business involves cannabis and other activities that are not legal under U.S. federal law and in some jurisdictions, investors may have difficulty with getting a U.S. court to enforce against a security interest in any collateral, as such enforcement may be deemed aiding and abetting a criminal activity.

Competition

The Company may face increasing and intense competition from other companies, some of which can be expected to have longer operating histories and more financial resources and manufacturing and marketing experience than the Company. Increased competition by larger and better financed competitors could materially and adversely affect the business, financial condition and results of operations of the Company.

If the number of users of medical marijuana in the United States increases, the demand for products will increase and the Company expects that competition will become more intense, as current and future competitors begin to offer an increasing number of diversified products. To remain competitive, the Company will require a continued level of investment in research and development, marketing, sales and client support. The Company may not have sufficient resources to maintain research and development, marketing, sales and client support efforts on a competitive basis which could materially and adversely affect the business, financial condition and results of operations of the Company.

The Company's industry is experiencing rapid growth and consolidation that may cause the Company to lose key relationships and intensify competition. The cannabis industry is undergoing rapid growth and substantial change, which has resulted in an increase in competitors, consolidation and formation of strategic relationships. Acquisitions or other consolidating transactions could harm the Company in a number of ways, including losing customers, revenue and market share, or forcing the Company to expend greater resources to meet new or additional competitive threats, all of which could harm the Company's operating results. As competitors enter the market and become increasingly sophisticated, competition in the Company's industry may intensify and place downward pressure on retail prices for its products and services, which could negatively impact its profitability.

Limitations on ownership of licenses

In certain states, the cannabis laws and regulations limit not only the number of cannabis licenses issued, but also the number of cannabis licenses that one person may own. For example, in Massachusetts, no person may have an ownership interest, or control over, more than three medical licenses or three adult-use licenses in any category – for example, cultivation, product manufacturing, transport or retail. Such limitations on the acquisition of ownership of additional licenses within certain states may limit the Company's ability to grow organically or to increase its market share in such states.

The Cannabis industry is Difficult to Forecast

The Company must rely largely on its own market research to forecast sales as detailed forecasts are not generally obtainable from other sources at this early stage of the cannabis industry. A failure in the demand for its products to

materialize as a result of competition, technological change or other factors could have a material adverse effect on the business, results of operations, financial condition or prospects of the Company. Reliable data on the medical and adult-use cannabis industry is not available. As a result of recent and ongoing regulatory and policy changes in the medical and adult-use cannabis industry, the market data available is limited and unreliable. United States federal and state laws prevent widespread participation and hinder market research. Therefore, market research and projections by the Company of estimated total retail sales, demographics, demand, and similar consumer research, are based on assumptions from limited and unreliable market data, and generally represent the personal opinions of the Company's management team as of the date of this Prospectus.

Voting Control

As a result of the Super Voting Shares of the Company that they hold, the Founders (as such term is defined in the Prospectus) exercise a significant majority of the voting power in respect of the Company's outstanding shares. The Subordinate Voting Shares are entitled to one vote per share, Multiple Voting Shares are entitled to 100 votes per share, and the Super Voting Shares are entitled to up to 200 votes per share. As a result, the holders of the Super Voting Shares have the ability to control the outcome of all matters submitted to the Company's shareholders for approval, including the election and removal of directors and any arrangement or sale of all or substantially all of the assets of the Company.

This concentrated control could delay, defer, or prevent a change of control of the Company, arrangement or amalgamation involving the Company or sale of all or substantially all of the assets of the Company that its other shareholders support. Conversely, this concentrated control could allow the holders of the Super Voting Shares to consummate such a transaction that the Company's other shareholders do not support.

Agricultural Risks

The Company's business involves the growing of marijuana, an agricultural product. Such business will be subject to the risks inherent in the agricultural business, such as insects, plant diseases and similar agricultural risks.

Security Risks

The Company maintains robust, proprietary security protocols. Regarding patients' privacy, the Company is in compliance with The Health Insurance Portability and Accountability Act. The Company stores certain personally identifiable information, credit and debit card information and other confidential information of the Company's customers on Trulieve's systems and applications. The Company may experience attempts by third parties to obtain unauthorized access to the personally identifiable information, credit and debit card information and other confidential information of the Company's customers. This information could also be otherwise exposed through human error or malfeasance. The unauthorized access or compromise of this personally identifiable information, credit and debit card information and other confidential information could have could have a material adverse impact on the business, financial condition and results of operation of the Company.

Future Acquisitions or Dispositions Bear Inherent Risks

Material acquisitions, dispositions and other strategic transactions involve a number of risks, including: (i) potential disruption of the Company's ongoing business; (ii) distraction of management; (iii) the Company may become more financially leveraged; (iv) the anticipated benefits and cost savings of those transactions may not be realized fully or at all or may take longer to realize than expected; (v) increased scope and complexity of the Company's operations; and (vi) loss or reduction of control over certain of the Company's assets. Additionally, the Company may issue additional Subordinate Voting Shares in connection with such transactions, which would dilute a shareholder's holdings in the Company. The presence of one or more material liabilities of an acquired company that are unknown to the Company at the time of acquisition could have a material adverse effect on the business, results of operations, prospects and financial condition of the Company. A strategic transaction may result in a significant change in the nature of the Company's business, operations and strategy. In addition, the Company may encounter unforeseen obstacles or costs in implementing a strategic transaction or integrating any acquired business into the Company's operations.

Intellectual Property Risks

As long as cannabis remains illegal under United States federal law as a Schedule I controlled substance pursuant to the CSA, the benefit of certain federal laws and protections which may be available to most businesses, such as federal trademark and patent protection regarding the intellectual property of a business, may not be available to the Company. As a result, the Company's intellectual property may never be adequately or sufficiently protected against the use or misappropriation by third-parties. In addition, since the regulatory framework of the cannabis industry is in a constant state of flux, the Company can provide no assurance that it will ever obtain any protection of its intellectual property, whether on a federal, state or local level.

Risk of Civil Asset Forfeiture

Because the cannabis industry remains illegal under United states federal law, any property owned by participants in the cannabis industry which are either used in the course of conducting such business, or are the proceeds of such business, could be subject to seizure by law enforcement and subsequent civil asset forfeiture. Even if the owner of the property were never charged with a crime, the property in question could still be seized and subject to an administrative proceeding by which, with minimal due process, it could be subject to forfeiture.

Dependence on Personnel

The Company will depend on key managerial personnel for its continued success and the Company's anticipated growth may require additional expertise and the addition of new qualified personnel. The loss of the services of existing personnel, as well as the failure to recruit additional key managerial personnel in a timely manner, could harm the Company's business development programs, and the Company's ability to manage day-to-day operations, attract collaboration partners, attract and retain other employees, generate revenues, and could have a material adverse effect on the Company's business, financial condition and results of operations.

Greater Risk of Audits

Based on anecdotal information, the Company believes there is a greater likelihood that the Internal Revenue Service will audit cannabis-related businesses, including the Company. Any such audit could result in the Company paying additional tax, interest and penalties, as well as incremental accounting and legal expenses.

Dividends

It is unlikely that the Company will pay any dividends on the Subordinate Voting Shares in the foreseeable future. However, dividends received by shareholders who are residents of Canada for purpose of the Tax Act will be subject to United States withholding tax. Any such dividends may not qualify for a reduced rate of withholding tax under the Canada-United States tax treaty. In addition, a foreign tax credit or a deduction in respect of foreign taxes may not be available.

Dividends received by United States shareholders will not be subject to United States withholding tax but will be subject to Canadian withholding tax. Dividends paid by the Company will be characterized as United States source income for purposes of the foreign tax credit rules under the United States Tax Code. Accordingly, United States shareholders generally will not be able to claim a credit for any Canadian tax withheld unless, depending on the circumstances, they have an excess foreign tax credit limitation due to other foreign source income that is subject to a low or zero rate of foreign tax.

Dividends received by shareholders that are neither Canadian nor United States shareholders will be subject to United States withholding tax and will also be subject to Canadian withholding tax. These dividends may not qualify for a reduced rate of United States withholding tax under any income tax treaty otherwise applicable to a shareholder of the Company, subject to examination of the relevant treaty.

Because the Subordinate Voting Shares will be treated as shares of a United States domestic corporation, the United States gift, estate and generation-skipping transfer tax rules generally apply to a non-United States shareholder of Subordinate Voting Shares.

Liability Claims

As a distributor of products designed to be ingested by humans, the Company faces an inherent risk of exposure to product liability claims, regulatory action and litigation if its products are alleged to have caused significant loss or injury. The Company may be subject to various product liability claims, including, among others, that the Company's products caused injury or illness, include inadequate instructions for use or include inadequate warnings concerning possible side effects or interactions with other substances. A product liability claim or regulatory action against the Company could result in increased costs, could adversely affect the Company's reputation with its clients and consumers generally, and could have a material adverse effect on the results of operations and financial condition of the Company.

Manufacturers and distributors of products are sometimes subject to the recall or return of their products for a variety of reasons, including product defects, such as contamination, unintended harmful side effects or interactions with other substances, packaging safety and inadequate or inaccurate labelling disclosure. If any of the Company's products are recalled due to an alleged product defect or for any other reason, the Company could be required to incur the unexpected expense of the recall and any legal proceedings that might arise in connection with the recall. The Company may lose a significant amount of sales and may not be able to replace those sales at an acceptable margin or at all. In addition, a product recall may require significant management attention. Additionally, if one of the Company's brands were subject to recall, the image of that brand and the Company could be harmed. A recall for any of the foregoing reasons could lead to decreased demand for the Company's products and could have a material adverse effect on the Company's results of operations and financial condition.

Consumer Perception

The Company believes the medical marijuana industry is highly dependent upon consumer perception regarding the safety, efficacy and quality of medical marijuana distributed to such consumers. Consumer perception of the Company's products may be significantly influenced by scientific research or findings, regulatory investigations, litigation, media attention and other publicity regarding the consumption of medical marijuana products. There can be no assurance that future scientific research, findings, regulatory proceedings, litigation, media attention or other research findings or publicity will be favourable to the medical marijuana market or any particular product, or consistent with earlier publicity. Future research reports, findings, regulatory proceedings, litigation, media attention or other publicity that are perceived as less favourable than, or that question, earlier research reports, findings or publicity could have a material adverse effect on the demand for the Company's products and the business, results of operations, financial condition and cash flows.

Security Risks

Given the nature of the Company's product and its lack of legal availability outside of channels approved by the Government of the United States, as well as the concentration of inventory in its facilities, despite meeting or exceeding all legislative security requirements, there remains a risk of shrinkage as well as theft. A security breach at one of the Company's facilities could expose the Company to additional liability and to potentially costly litigation, increase expenses relating to the resolution and future prevention of these breaches and may deter potential patients from choosing the Company's products.

In addition, the Company collects and stores personal information about its patients and is responsible for protecting that information from privacy breaches. A privacy breach may occur through procedural or process failure, information technology malfunction, or deliberate unauthorized intrusions. Theft of data for competitive purposes, particularly patient lists and preferences, is an ongoing risk whether perpetrated via employee collusion or negligence or through deliberate cyber-attack. Any such theft or privacy breach would have a material adverse effect on the Company's business, financial condition and results of operations.

The Company's operations will depend, in part, on how well it protects its networks, equipment, information technology ("**IT**") systems and software against damage from a number of threats, including, natural disasters, intentional damage and destruction, fire, power loss, hacking, computer viruses, vandalism and theft. The Company's operations will also depend on the timely maintenance, upgrade and replacement of networks,

equipment, IT systems and software, as well as pre-emptive expenses to mitigate the risks of failures. Any of these and other events could result in information system failures, delays and/or increase in capital expenses. The failure of information systems or a component of information systems could, depending on the nature of any such failure, adversely impact the Company's reputation and results of operations.

Unpredictability Caused by Anticipated Capital Structure and Voting Control

Although other Canadian-based companies have dual class or multiple voting share structures, given the capital structure contemplated in respect of the Company and the concentration of voting control held by the holders of the Super Voting Shares, this structure and control could result in a lower trading price for, or greater fluctuations in, the trading price of the Company's Subordinate Voting Shares or adverse publicity to the Company or other adverse consequences.

Sales of Substantial Amounts of Subordinate Voting Shares

Sales of substantial amounts of Subordinate Voting Shares, or the availability of such securities for sale, could adversely affect the prevailing market prices for the Subordinate Voting Shares. A decline in the market prices of the Subordinate Voting Shares could impair the Company's ability to raise additional capital through the sale of securities should it desire to do so.

Volatile market price for the Subordinate Voting Shares

The market price for the Subordinate Voting Shares may be volatile and subject to wide fluctuations in response to numerous factors, many of which will be beyond the Company's control, including, but not limited to, the following: (i) actual or anticipated fluctuations in the Company's quarterly results of operations;
recommendations by securities research analysts; (ii) changes in the economic performance or market valuations of companies in the cannabis industry; (iii) addition or departure of the Company's executive officers and other key personnel; (iv) release or expiration of transfer restrictions on the issued and outstanding shares of the Company; (v) regulatory changes affecting the cannabis industry generally and the business and operations of the Company; (vi) announcements of developments and other material events by the Company or its competitors; (vii) fluctuations to the costs of vital production materials and services; (viii) changes in global financial markets and global economies and general market conditions, such as interest rates and pharmaceutical product price volatility; (ix) significant acquisitions or business combinations, strategic partnerships, joint ventures or capital commitments by or involving the Company or its competitors; (x) operating and share price performance of other companies that investors deem comparable to the Company or from a lack of market comparable companies; and (xi) news reports relating to trends, concerns, technological or competitive developments, regulatory changes and other related issues in the Company's industry or target markets.

Financial markets have experienced significant price and volume fluctuations that have particularly affected the market prices of equity securities of companies and that have often been unrelated to the operating performance, underlying asset values or prospects of such companies. Accordingly, the market price of the Subordinate Voting Shares may decline even if the Company's operating results, underlying asset values or prospects have not changed. Additionally, these factors, as well as other related factors, may cause decreases in asset values that are deemed to be other than temporary, which may result in impairment losses. There can be no assurance that continuing fluctuations in price and volume will not occur. If such increased levels of volatility and market turmoil continue, the Company's operations could be adversely impacted, and the trading price of the Subordinate Voting Shares may be materially adversely affected.

Liquidity

The Company cannot predict at what prices the Subordinate Voting Shares of the Company will trade and there can be no assurance that an active trading market will develop or be sustained. There is a significant liquidity risk associated with an investment in the Company.

Litigation

The Company may become party to litigation from time to time in the ordinary course of business which could adversely affect its business. Should any litigation in which the Company becomes involved be determined against the Company, such a decision could adversely affect the Company's ability to continue operating and the market price for the Subordinate Voting Shares. Even if the Company is involved in litigation and wins, litigation can redirect significant company resources.

Management of Growth

The Company may be subject to growth-related risks, including capacity constraints and pressure on its internal systems and controls. The ability of the Company to manage growth effectively will require it to continue to implement and improve its operational and financial systems and to expand, train and manage its employee base. The inability of the Company to deal with this growth may have a material adverse effect on the Company's business, financial condition, results of operations or prospects.

Increased Costs as a Result of Being a Public Corporation

As a public issuer, the Company is subject to the reporting requirements and rules and regulations under the applicable Canadian securities laws and rules of any stock exchange on which the Company's securities may be listed from time to time. Additional or new regulatory requirements may be adopted in the future. The requirements of existing and potential future rules and regulations will increase the Company's legal, accounting and financial compliance costs, make some activities more difficult, time-consuming or costly and may also place undue strain on its personnel, systems and resources, which could adversely affect its business, financial condition, and results of operations.

Conflicts of Interest

Certain of the directors and officers of the Company are, or may become directors and officers of other companies, and conflicts of interest may arise between their duties as directors and officers of the Company and as directors and officers of such other companies.

Insurance Coverage

The Company believes will have insurance coverage with respect to workers' compensation, general liability, directors' and officers' insurance, fire and other similar policies customarily obtained for businesses to the extent commercially appropriate; however, because the Company is engaged in and operates within the cannabis industry, there are exclusions and additional difficulties and complexities associated with such insurance coverage that could cause the Company to suffer uninsured losses, which could adversely affect the Company's business, results of operations, and profitability. There is no assurance that the Company will be able to obtain insurance coverage at a reasonable cost or fully utilize such insurance coverage, if necessary.

Reliance on Key Utility Services

The Company's business is dependent on a number of key inputs and their related costs including raw materials and supplies related to its growing operations, as well as electricity, water and other local utilities. Any significant interruption or negative change in the availability or economics of the supply chain for key inputs could materially impact the business, financial condition and operating results of the Company. Any inability to secure required supplies and services or to do so on appropriate terms could have a materially adverse impact on the business, financial condition and operating results of the Company.

Difficulty in Enforcing Judgments and Effecting Service of Process on Directors and Officers

The directors and officers of the Company reside outside of Canada. Some or all of the assets of such persons may be located outside of Canada. Therefore, it may not be possible for the shareholders of the Company to collect or to enforce judgments obtained in Canadian courts predicated upon the civil liability provisions of applicable Canadian

securities laws against such persons. Moreover, it may not be possible for the shareholders of the Company shareholders to effect service of process within Canada upon such persons.

Community Redevelopment Agency Investigation

In 2015, the United States Grand Jury for the North District of Florida began an investigation in to alleged corruption by local officials in Tallahassee, Florida. In June 2017, the grand jury issued subpoenas to the City of Tallahassee and the Community Redevelopment Agency (the "**Agency**") for records of communications, bids for proposals, applications, and more from approximately two dozen business entities and individuals, including Ms. Rivers, the Chief Executive Officer of the Company, her husband, J.T. Burnette, and Inkbridge LLC, a business associated with Ms. Rivers. The grand jury also directly subpoenaed Ms. Rivers for information related to her involvement with the Agency, a specific commissioner of the Agency, and political contributions Ms. Rivers made through an associated business. Ms. Rivers timely complied with the subpoena. Ms. Rivers has not been charged with any crime. No information was requested of Ms. Rivers in her capacity as an officer, director or employee of the Company. Ms. Rivers promptly disclosed the subpoena to the Board and agreed to notify the Board of further developments. Upon disclosure, the Board met independently to consider the matter, the allegations raised thereunder and Ms. Rivers' response to same. In addition, a member of the Board retained counsel to investigate the matter. Based on such review, counsel to the Board member concluded Ms. Rivers was not a target of the investigation. The Board considered the impact of any potential liability in allowing Ms. Rivers to continue as Chief Executive Officer of the Company in the face of the investigation and determined that no independent, formal investigation or further action was warranted at the time based on its understanding of the facts as represented by Ms. Rivers. The Company remains confident the investigation does not relate to the Company or Ms. Rivers' conduct as a director, officer or employee thereof and believes that Ms. Rivers has complied with all requests made of her to date pursuant to the investigation. The investigation however remains ongoing. While there can be no assurances given with respect to the outcome of the investigation, no government official has contacted Ms. Rivers or the Company as part of the investigation since Ms. Rivers produced documents in response to the subpoena in June, 2017. Ms. Rivers' counsel contacted the federal prosecutor supervising the investigation in July, 2018, who stated Ms. Rivers was currently not a target of the investigation. The Company does not know what impact, if any, this investigation will have on the Company's future efforts to maintain and obtain licenses in Florida or elsewhere. Any negative impact on the Company's Florida license could have a material adverse effect on the Company's business, revenues, operating results and financial condition. It is the Company's goal to create patients loyal to the Company's brand and in return to provide these patients a superior level of customer service and product selection. Any allegation of wrong doing on the part of Ms. Rivers as a result of the Agency investigation could harm the Company's reputation with its customers and could have a material adverse effect on the Company's business, revenues, operating results and financial condition as well as the Company's reputation, even if the Agency investigation was concluded successfully in favour of Ms. Rivers. In addition, in the event the Agency investigation results in any allegation of wrongdoing or otherwise further targets Ms. Rivers, Ms. Rivers may be unable to continue serving as Chief Executive Officer and director of the Company. Qualified individuals within the cannabis industry are in high demand and the Company may incur significant costs to attract and retain qualified management personnel. The loss of the services of Ms. Rivers, or an inability to attract other suitably qualified persons when needed, could have a material adverse effect on the Company's ability to execute on its business plan and strategy, and the Company may be unable to find an adequate replacement on a timely basis. Upon the occurrence of certain events that would be considered to negatively impact Ms. Rivers' involvement with the Company, including her becoming a target of the investigation, Ms. Rivers has agreed to convert any Super Voting Shares controlled by her into Multiple Voting Shares.

LEGAL MATTERS

Certain legal matters in connection with the issue of the Notes will be passed upon for Trulieve by DLA Piper (Canada) LLP and certain legal matters in connection with the issue of the Units will be passed upon for the Agent by Stikeman Elliott LLP.

As of the date of this Prospectus Supplement, the partners and associates of each of DLA Piper (Canada) LLP and Stikeman Elliott LLP as a group beneficially own, directly or indirectly, less than 1% of the Company's outstanding securities.

MATERIAL CONTRACTS

The only material contracts of the Company since the date of the accompanying Prospectus are the Indenture and Warrant Indenture to be signed on the Closing Date and referred to under "*Description of Securities*".

To the extent that cannabis-related licenses could also be considered to be material contracts, the following licenses are the only material contracts of the Company since the date of the accompanying Prospectus:

Holding Entity	Permit/License	City	Expiration/Renewal Date (if applicable) (MM/DD/YY)	Description
Healing Corner	Medical Marijuana Dispensary Facility License	Bristol, CT	04/15/20	Dispensary

Copies of the above material contracts are (or will be) available on the Company's SEDAR profile at www.sedar.com

AUDITOR, TRANSFER AGENT AND REGISTRAR

The Company's auditors are MNP LLP, located at 111 Richmond Street West, Suite 300, Toronto, Ontario, Canada M5H 2G4. MNP LLP is independent with respect to the Company within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants. Macias Gini & O'Connell LLP is the auditor who prepared the auditor's report dated September 11, 2018 for the Trulieve US financial statements for the year ended December 31, 2017 which are incorporated by reference herein.

The transfer agent and registrar for the Notes, Warrants and the Subordinate Voting Shares is Odyssey Trust Company, at its principal offices in Vancouver, Canada and Calgary, Alberta.

AGENT FOR SERVICE OF PROCESS

Kim Rivers, Richard May, George Hackney, Thad Beshears and Michael O'Donnell, each a director of the Company residing outside of Canada, and Mohan Srinivasan, an officer of the Company residing outside of Canada, have each appointed DLA Piper (Canada) LLP, Suite 2800, Park Place, 666 Burrard Street, Vancouver, British Columbia, V6C 27Z, as agent for service of process.

Purchasers are advised that it may not be possible for investors to enforce judgments obtained in Canada against any person or company that is incorporated, continued or otherwise organized under the laws of a foreign jurisdiction or resides outside of Canada, even if the party has appointed an agent for service of process.

STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain of the provinces of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revision of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. Purchasers should refer to any applicable provisions of the securities legislation of their province for the particulars of these rights or consult with a legal adviser.

In an offering of Warrants, investors are cautioned that the statutory right of action for damages for a misrepresentation contained in the prospectus is limited, in certain provincial securities legislation, to the price at which the Warrants are offered to the public under the Offering. This means that, under the securities legislation of certain provinces, if the purchaser pays additional amounts upon exercise of the Warrant, those amounts may not be

recoverable under the statutory right of action for damages that applies in those provinces. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of this right of action for damages or consult with a legal adviser.

CERTIFICATE OF THE COMPANY

June 13, 2019

This short form prospectus, together with the documents incorporated in this prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus and the supplement as required by the securities legislation of each of the provinces of Canada, other than the Province of Québec.

(signed) "*Kim Rivers*"

Kim Rivers
Chief Executive Officer

(signed) "*Mohan Srinivasan"*

Mohan Srinivasan
Chief Financial Officer

On Behalf of the Board of Directors

(signed) "*Thad Beshears*"

Thad Beshears
Director

(signed) "*Richard May*"

Richard May
Director

CERTIFICATE OF THE AGENT

June 13, 2019

To the best of our knowledge, information and belief, the short form prospectus, together with the documents incorporated in the prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus and this supplement as required by the securities legislation of each of the provinces of Canada (other than Quebec).

CANACCORD GENUITY CORP.

(signed) "*Steve Winokur*"

Steve Winokur,
Managing Director, Investment Banking