

AGENCY AGREEMENT

October 30, 2019

Trulieve Cannabis Corp.
3494 Martin Hurst Road
Tallahassee, Florida 32312

Trulieve, Inc.
3494 Martin Hurst Road
Tallahassee, Florida 32312

Attention: **Kim Rivers, Chief Executive Officer of Trulieve Cannabis Corp.**

Dear Madame:

The undersigned, Canaccord Genuity Corp. (the "**Agent**"), understands that Trulieve Cannabis Corp. (the "**Company**") proposes to issue and sell 60,000 units (the "**Units**") comprised of an aggregate principal amount of U.S.\$60,000,000 of 9.75% senior secured notes maturing in 2024 (the "**Notes**") and an aggregate amount of 26 subordinate voting share warrants (each individual warrant being a "**Warrant**") at a price of U.S.\$980.00 per Unit (the "**Issue Price**") plus accrued but unpaid interest from and including June 18, 2019 to but excluding the Closing Date in an amount of U.S.\$37.65 per U.S.\$1,000 principal amount of Notes for a gross proceeds of U.S.\$61,059,000.

Each Unit will be comprised of one Note issued in denominations of U.S.\$1,000 and 26 Warrants. Each Warrant shall entitle the holder thereof to acquire one subordinate voting share of the Company (a "**Warrant Share**") at a price of CAD\$17.25 prior to June 18, 2022. The obligations of the Company under the Notes and the Indenture are fully and unconditionally guaranteed, jointly and severally, by the Guarantor (as defined herein), pursuant to a guarantee delivered upon execution of the Indenture (as defined herein).

Upon and subject to the terms and conditions contained in this Agreement, the Company hereby appoints the Agent as its exclusive agent to solicit offers to purchase the Units. The Agent hereby accepts its appointment to act as the Company's exclusive agent in the solicitation of offers to purchase Units, and agrees to use its best efforts to sell the Units in accordance with the terms and conditions of this Agreement.

We also understand that the Company has prepared and filed with the Ontario Securities Commission (the "**Reviewing Authority**") and the other Securities Commissions (as defined herein) in accordance with National Instrument 44-101 - *Short Form Prospectus Distributions* and National Instrument 44-102 - *Shelf Distributions* (the "**Shelf Procedures**"), a short form base shelf prospectus dated May 14, 2019 relating to the offering of up to \$250,000,000 aggregate initial offering price of Subordinate Voting Shares, debt securities, warrants, subscription receipts, and units of the Company (the "**Base Prospectus**") and has obtained from the Reviewing Authority a Decision Document (as defined herein) for the Base Prospectus for and on behalf of itself and each of the other Securities Commissions (as

defined herein) pursuant to National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions* (“NP 11-202”).

The Agent will solicit offers in each of the provinces of Canada, other than Quebec (collectively the “**Qualifying Jurisdictions**”). Offers to purchase the Units solicited by the Agent will be subject to acceptance by the Company and to the requirements of applicable Securities Laws or other applicable Laws. The Company will have the sole right to accept offers to purchase Units and reserves the right to withdraw, cancel or modify the offer made pursuant to the Prospectus Supplement (as defined herein) and may, in its absolute discretion, reject any proposed purchase of Units, in whole or in part. For greater certainty, the Agent is under no obligation to purchase any Units.

Units offered and sold to, or for the account or benefit of, persons in the “United States” or “U.S. Persons” (as such terms are defined herein) pursuant to this Agreement (including, without limitation, Schedule “A” hereto) shall be offered by the Agent, through its U.S. Affiliate (as defined herein), for sale directly by the Company to purchasers designated by the Agent, in transactions in compliance with this Agreement (including, without limitation, Schedule “A” hereto). The Company and the Agent hereby acknowledge that the Units, the Notes, the Warrants and the Warrant Shares have not been and will not be registered under the U.S. Securities Act (as defined herein) or any U.S. state securities laws and the Units may not be offered or sold to, or for the account or benefit of, persons in the United States or U.S. Persons except to Qualified Institutional Buyers (as defined herein) pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Section 4(a)(2) of the U.S. Securities Act and in transactions that are exempt from or not subject to the registration or qualification requirements of applicable state securities laws. Accordingly, the Company and the Agent hereby agree that all offers and sales of the Units to, or for the account or benefit of, persons in the United States or U.S. Persons will be conducted only in the manner specified in this Agreement (including, without limitation, Schedule “A” hereto, which terms and conditions are hereby incorporated by reference in and form a part of this Agreement).

In consideration of the Agent’s services, the Company hereby agrees to pay or cause to be paid to the Agent at the Closing Time (as defined herein), a fee equal to U.S.\$30.00 per Unit sold (the “**Agency Fee**”).

1. **Interpretation**

In this Agreement, the following terms shall have the following meanings:

“**Act**” means the Securities Act (Ontario);

“**affiliate**” and “**associate**” have the respective meanings given to such terms under the Act;

“**Agent**” has the meaning given to that term in the first paragraph of this Agreement;

“**Agreement**” means this agreement resulting from the appointment by the Company of the Agent and the Agent’s acceptance of such appointment hereunder,

and the terms “**hereof**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular Section or other portion hereof, as the same may be amended, restated, supplemented or otherwise modified from time to time;

“**Applicable Money Laundering Laws**” has the meaning ascribed to such term in Section 7(aa);

“**Articles of the Company**” means the articles and notice of articles of the Company;

“**Authorization**” means any order, permit, approval, consent, waiver, licence, qualification, registration or similar authorization of any Governmental Body having jurisdiction over a person or property;

“**Base Prospectus**” has the meaning given to that term in the fourth paragraph of this Agreement;

“**Business Day**” means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Vancouver, BC or Tallahassee, FL;

“**CDS**” has the meaning given to that term in Section 10;

“**Claim**” has the meaning given to that term in Section 15(a);

“**Closing**” means the completion of the purchase and sale of the Units as contemplated by this Agreement;

“**Closing Date**” has the meaning given to that term in Section 10;

“**Closing Time**” has the meaning given to that term in Section 10;

“**Company**” has the meaning given to that term in the first paragraph of this Agreement and includes any successors or permitted assigns;

“**Company’s knowledge**” means the actual knowledge of Kim Rivers and Mohan Srinivasan, after making reasonable inquiry into the relevant matter;

“**comparables**” has the meaning ascribed thereto in National Instrument 41-101 – *General Prospectus Requirements*;

“**Corporate Entities**” means collectively the Company and each of its Subsidiaries.

“**Debt Instrument**” means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Company or the Guarantor are a party or otherwise bound;

“**Decision Document**” means a receipt for the Base Prospectus issued by or on behalf of the Securities Commissions in accordance with the Passport System;

“Distribution” means **“distribution”** or **“distribution to the public”**, as the case may be, for the purposes of applicable Canadian Securities Laws;

“Documents Incorporated by Reference” means the documents incorporated by reference in the Prospectus;

“Existing Indebtedness” means the liabilities of the Company as of the date of this Agreement and set out in Schedule “B” of this Agreement;

“Existing Liens” means the Liens existing on the Company and its Subsidiaries as of the date of this Agreement as set out in Schedule “B” of this Agreement;

“Financial Data” has the meaning given to that term in Section 4(c)(iii)(A);

“Financial Information” means the following information set forth in the Prospectus or the Documents Incorporated by Reference (and corresponding information in other Offering Documents):

- (i) the Financial Statements;
- (ii) the management’s discussion and analysis of the Company for the fourth quarter and year ended December 31, 2018;
- (iii) the unaudited condensed consolidated interim financial statements of the Company as at and for the three-months and six months ended June 30, 2019;
- (iv) the management’s discussion and analysis of the Company for the three-months ended June 30, 2019; and
- (v) the sections “Earnings Coverage Ratios”, “Auditors’ Consent”, “Consolidated Capitalization”, and “IFRSs and Non-IFRSs Measures” appearing in the Base Prospectus and/or the Prospectus Supplement, as applicable.

“Financial Statements” means the audited consolidated financial statements of the Company as at and for the years ended December 31, 2018 and 2017 and the report of the auditors thereon;

“General Security Agreement” means the general security agreement dated June 18, 2019, over all of the personal property of the Company other than the equity interests of its Subsidiaries other than the Guarantor;

“Guarantor” means Trulieve, Inc.;

“Governmental Body” means any:

- (i) multinational, federal, provincial, municipal, local or other governmental or public department, regulatory authority, central

bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign;

- (ii) any subdivision or authority of any of the foregoing; or
- (iii) any quasi-governmental, or self-regulatory organization;

“**IFRS**” means International Financial Reporting Standards;

“**Indemnified Parties**” has the meaning given to that term in Section 15(a);

“**Indemnified Party**” has the meaning given to that term in Section 14;

“**Indemnifying Party**” has the meaning given to that term in Section 15(a);

“**Indenture**” means the trust indenture dated June 18, 2019, as supplemented from time to time, between the Company and the Trustee pursuant to which the Notes will be issued providing for the issue of the Notes dated the date of Closing;

“**Intellectual Property**” means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer systems, software, data and related documentation; (viii) right, title and interest as licensee or authorized user of any of the aforementioned intellectual property; and (ix) any other intellectual property and industrial property;

“**Issue Price**” has the meaning ascribed to such term on the first page of this Agreement;

“**Internal Reorganization**” means a merger, continuation, capital reorganization or other reorganization of, between or among the Company and/or its affiliates and/or divisions thereof.

“**Laws**” means any and all applicable laws, including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or policies or guidelines of (or issued by) Governmental Bodies, or

Authorizations binding on or affecting the person referred to in the context in which the word is used, other than any U.S. federal laws, statutes, and/or regulations as applicable to the production, trafficking, distribution, processing, extraction, sale, etc. of cannabis and cannabis related substances and products;

“**Lease**” has the meaning ascribed thereto in Section 7(ee);

“**Lien**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature, or any other arrangement or condition which, in substance, secures payment or performance of an obligation, but shall exclude liens granted to a landlord under an executed lease agreement for the Company or the Guarantor leased properties;

“**marketing materials**” has the meaning ascribed thereto in National Instrument 41-101 – *General Prospectus Requirements*;

“**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, properties, capital, prospects, condition (financial or otherwise) or liabilities, whether contractual or otherwise, of the Company or its Subsidiaries; 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 in the Public Disclosure Documents or otherwise disclosed in writing by the Company to the Agent prior to the date of this Agreement; (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 direct result of any matter permitted by this Agreement, the Indenture or consented to in writing by the Agent;

“**material change**”, “**material fact**” and “**misrepresentation**” have the respective meanings given to those terms under applicable Securities Laws;

“**Material Permits**” means the permits of the Company and its Subsidiaries listed on Schedule “B”;

“**Multiple Voting Shares**” means the multiple voting shares in the capital of the Company;

“**Notes**” has the meaning given to that term in the first paragraph of this Agreement;

“**NP 11-202**” has the meaning given to that term in the fourth paragraph of this Agreement;

“**Offering**” means the offering of the Units under the Prospectus;

“**Offering Documents**” means, collectively, the Prospectus and any Supplementary Material;

“Passport System” means the prospectus review procedures provided for under NP 11-202;

“Person” means and includes any individual, general partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or Company (with or without share capital), joint stock company, association, trust, trust company, bank, pension fund, trustee, executor, administrator or other legal personal representative, Governmental Body or other organization or entity, whether or not a legal entity, however designated or constituted;

“Personally Identifiable Information” means any information that alone or in combination with other information held a person or entity can be used to specifically identify a person including but not limited to a natural person’s name, street address, telephone number, e-mail address, photograph, social insurance number, driver’s license number, passport number, credit or debit card number or customer or financial account number or any similar information that is treated as **“Personally Identifiable Information”** under any applicable laws;

“Prospectus” means, collectively, the Base Prospectus and the Prospectus Supplement, including the Documents Incorporated by Reference;

“Prospectus Supplement” means the (final) prospectus supplement to be dated October 31, 2019 relating to the issuance of the Units;

“Public Disclosure Documents” means any information which has been filed on the SEDAR website at www.sedar.com by the Company pursuant to Securities Laws since September 21, 2018;

“Qualified Institutional Buyer” means a **“qualified institutional buyer”** as that term is defined in Rule 144A under the U.S. Securities Act, that is also an **“accredited investor”** as defined in Rule 501(a) of Regulation D;

“Qualifying Jurisdictions” has the meaning given to that term in the fifth paragraph of this Agreement;

“Regulation D” means Regulation D promulgated under the U.S. Securities Act;

“Reviewing Authority” has the meaning given to that term in the fourth paragraph of this Agreement;

“Securities Commissions” means, collectively, the securities commission or securities regulatory authority in each of the Qualifying Jurisdictions;

“Securities Laws” means all applicable securities laws in each of the Qualifying Jurisdictions in Canada and the respective regulations made thereunder, together with applicable published policy statements, notices, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

"Securities Regulators" means, collectively, the securities regulators or other securities regulatory authorities in all of the Selling Jurisdictions or, as the context may require, any one or more of the Selling Jurisdictions;

"Security Documents" means together the Share Pledge Agreement and the General Security Agreement;

"Selling Group" has the meaning given to that term in Section 3(a);

"Selling Jurisdictions" means all of the provinces of Canada other than Quebec, the United States and such other jurisdictions outside of Canada and the United States as the Agent and the Company may agree;

"Share Pledge Agreement" means the share pledge agreement dated June 18, 2019, with respect to all of the issued and outstanding shares of the Guarantor;

"Shares" means collectively the Multiple Voting Shares, the Subordinate Voting Shares and the Super Voting Shares;

"Shelf Procedures" has the meaning given to that term in the fourth paragraph of this Agreement;

"Subordinate Voting Shares" means the subordinate voting shares in the capital of the Company;

"Subsidiaries" means, the subsidiaries of the Company, as listed in Schedule "B";

"Super Voting Shares" means the super voting shares in the capital of the Company;

"Supplementary Material" means, collectively, any amendment or supplement to the Prospectus;

"Tax Act" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended;

"Transactional Documents" means collectively this Agreement, the Prospectus, the Indenture, the Warrant Indenture, and the Security Documents;

"Trustee" means Odyssey Trust Company, a corporation duly registered to carry on the business of a trust company in each of the provinces and territories of Canada;

"United States" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

"U.S. Affiliate" means the United States registered broker-dealer affiliate of the Agent;

“**U.S. Person**” means a “U.S. person” as such term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act;

“**U.S. Securities Act**” means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder;

“**Warrant**” has the meaning given to that term in the first paragraph of this Agreement;

“**Warrant Indenture**” means the warrant indenture dated June 18, 2019 between Odyssey Trust Company and the Company, as supplemented on the Closing Date, in relation to the Warrants; and

“**Warrant Share**” has the meaning given to that term in the second paragraph of this Agreement.

2. **Filing of Prospectus Supplement**

- (a) The Company shall as soon as possible and in any event not later than 5:00 p.m. (Toronto time) on November 1, 2019 comply with the Shelf Procedures to prepare and file the Prospectus Supplement with the Securities Commissions in each of the Qualifying Jurisdictions.
- (b) The Company shall comply with the Securities Laws with respect to the filing of the template version of any marketing materials that has been approved by the Company and the Agent in the manner required under the Securities Laws (with any comparables and all disclosure relating to such comparables being redacted).
- (c) Until the distribution of the Units has been completed, the Company will promptly take, or cause to be taken, all commercially reasonable additional steps and proceedings that are in its power to take or cause to be taken and which may from time to time be required under the Securities Laws to continue to qualify the distribution of the Units in the Qualifying Jurisdictions or, if the Units have, for any reason, ceased to so qualify, to again qualify the Units, as applicable, for distribution in each of the Qualifying Jurisdictions.
- (d) Prior to the filing of the Prospectus Supplement and any Supplementary Material, the Company shall have permitted the Agent to review each of the Prospectus Supplement and such Supplementary Material and shall have allowed the Agent to conduct any due diligence investigations which it reasonably requires in order to fulfil its obligations as an agent under Canadian Securities Laws and in order to enable it to responsibly execute the certificate in the Prospectus Supplement and such Supplementary Material required to be executed by it where applicable. Following the filing of the Prospectus Supplement and prior to the completion of the distribution of the Units, the Company shall allow the Agent to conduct any due diligence

investigations which it requires to confirm as at any date that it continues to have reasonable grounds for the belief that the Prospectus does not contain a misrepresentation as at such date.

3. Distribution and Certain Obligations of the Agent

- (a) During the course of the distribution of the Units to the public by or through the Agent, the Agent will solicit offers for the Units from the public only in those jurisdictions where they may be lawfully offered for sale or sold. The Agent will comply with applicable securities laws in connection with the distribution of the Units. The Agent will not, directly or indirectly, solicit offers to purchase the Units or deliver any Offering Document in any jurisdiction other than the Qualifying Jurisdictions. The Agent will cause similar undertakings to be contained in any agreements entered into among the members of the banking, selling or other groups formed for the distribution of the Units (collectively, the “**Selling Group**”), if any, and will cause each member of such Selling Group to comply with applicable securities laws.
- (b) The Agent will complete, and will use its reasonable best efforts to cause members of their Selling Group, if any, to complete, the distribution of the Units as soon as practicable, and in any event within 10 days following the Closing Time. The Agent will provide the Company with a written breakdown of the number of Units distributed in each of the Qualifying Jurisdictions where that breakdown is required by the relevant Securities Commission for the purpose of calculating fees payable to that Securities Commission.
- (c) For the purposes of this Section 3, the Agent will be entitled to assume that the Units are qualified for distribution in each Qualifying Jurisdiction in respect of which the Decision Document has been obtained unless the Agent receives written notice to the contrary from the Company.
- (d) From the date of commencement of distribution of the Units to the date such distribution ceases, the Agent will: (i) not provide to any potential purchasers of Units any marketing materials in respect of the Units that are or would be required to be incorporated by reference into the Prospectus Supplement without the prior approval by the Company; and (ii) provide a copy of the Base Prospectus to each potential investor of the Units who receives any marketing materials referred to in this Section 3(d).

4. Delivery of Prospectus and Related Matters

- (a) The Company shall deliver promptly to the Agent copies of the Prospectus Supplement and the Base Prospectus, signed and certified if and as required by Securities Laws. The Company shall prepare and deliver promptly to the Agent copies of all Supplementary Material, if any, as applicable, signed and

certified if and as required under Securities Laws and accompanied by documents corresponding to those referred to in Section 4(c).

- (b) Each delivery of an Offering Document by the Company to the Agent shall constitute the consent of the Company to the use by the Agent and the members of the Selling Group, if any, of such Offering Document in connection with the Offering of the Units and shall constitute the representation and warranty of the Company to the Agent that, at the respective times of such delivery:
 - (i) all information and statements contained therein (except information and statements relating solely to the Agent and provided by the Agent in writing expressly for inclusion therein):
 - (A) are true and correct in all material respects and contain no misrepresentation; and
 - (B) constitute full, true and plain disclosure of all material facts relating to the Units and to the Corporate Entities considered as a whole;
 - (ii) such document does not contain an untrue statement of a material fact or omit to state a material fact (except information and statements relating to the Agent and furnished by the Agent for use in the Offering Document) required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances in which they were made; and
 - (iii) such document (except information and statements relating to the Agent and furnished by the Agent for use in the Offering Document) complies in all material respects with Securities Laws at the time filed.
- (c) Prior to or concurrently with the filing of the Prospectus Supplement, or as soon as reasonably possible in the case of paragraph (i) below, the Company shall deliver to the Agent, without charge:
 - (i) in such cities as the Agent may reasonably request, without charge, such numbers of printed copies of the Prospectus as the Agent may reasonably require;
 - (ii) a copy of any other document required to be filed by the Company under the Securities Laws in connection with the Offering;
 - (iii) a "long-form" comfort letter of the auditors of the Company dated the date of this Agreement, in form and substance satisfactory to the Agent and addressed to the Agent and the directors of the Company, based on a review completed not more than two Business Days prior to the date of the letter, verifying certain financial and accounting

information relating to the Company in the Prospectus, including all Documents Incorporated by Reference, and any Supplementary Material, including:

- (A) relating to the verification of the Financial Information and statistical and accounting data (other than industry data derived from industry sources) (collectively, the “**Financial Data**”) contained in the “circle up” of the Prospectus, the Documents Incorporated by Reference and any Supplementary Material and matters involving changes or developments since the respective dates as of which such Financial Data is given in the Prospectus, the Documents Incorporated by Reference or the Supplementary Material, as the case may be; and
- (B) to the effect that the auditors are independent public accountants as required by Securities Laws;

which letter will be in addition to the consent letters addressed by the auditors to the Securities Commissions in the Qualifying Jurisdictions or contained in the Prospectus.

- (d) Opinions, comfort letters and other documents substantially similar to those referred to in Section 4(c) of this Agreement will be delivered to the Agent, the directors of the Company and their respective counsel with respect to any Supplementary Material concurrently with the filing of such Supplementary Material with the Securities Commissions.
- (e) During the period commencing on the date hereof and ending on the date of completion of the distribution of the Units, the Company will promptly provide to the Agent drafts of any press releases of the Company that relate to the Offering or the Units, for review and approval by the Agent and its counsel prior to issuance, such approval not to be unreasonably withheld or delayed provided such review will be completed in a timely manner and the Company will incorporate in such press release all reasonable comments of the Agent or its counsel thereto. In addition, any press release announcing or otherwise referring to the Offering shall include an appropriate notation on each page in substantially the following form: “Not for distribution to U.S. news wire services or dissemination in the United States.”.

5. **Material Change**

- (a) The Company will promptly inform the Agent in writing during the period prior to the completion of the distribution of the Units of the full particulars of:
 - (i) any material change;

- (ii) any material fact which has arisen or has been discovered that would have been required to have been stated in an Offering Document had that fact arisen or been discovered on or prior to the date of such Offering Document; and
 - (iii) any change in any material fact contained in any of the Offering Documents or whether any event or state of facts has occurred after the date of this Agreement, which, in any case, could render any of the Offering Documents untrue or misleading in any material respect or result in a misrepresentation in any of the Offering Documents.
- (b) During the period prior to the completion of the distribution of the Units, the Company will comply with section 57 of the Act and with the comparable provisions of other securities laws, and the Company will prepare and file promptly at the request of the Agent any Supplementary Material which, in the reasonable opinion of the Agent, may be necessary or advisable, and will otherwise comply with all legal requirements necessary to continue to qualify the Units for distribution in each of the Qualifying Jurisdictions.
- (c) In addition to the provisions of Sections 5(a) and 5(b), the Company will, in good faith, discuss with the Agent any change, event or fact contemplated in Section 5(a) which is of such a nature that there may be reasonable doubt as to whether notice should be given to the Agent under Section 5(a) and will consult with the Agent with respect to the form and content of any Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such Supplementary Material will be filed with any Securities Commission prior to the review and approval of such Supplementary Material by the Agent (such approval not to be unreasonably withheld or delayed).
- (d) During the period commencing on the date hereof and ending on the date the Agent notifies the Company of the completion of the distribution of the Units, the Company will, and will cause each of the Corporate Entities to, promptly inform the Agent of the full particulars of: (i) any request of any Securities Commission for any amendment to the Prospectus or any Supplementary Material or for any additional information in connection with the Offering; and (ii) any notice or other correspondence received by any of them from any Governmental Body commencing or threatening any investigation into any of the Corporate Entities or their businesses to the extent any such investigation could reasonably be expected to result in a Material Adverse Change.

6. Regulatory Approvals

The Company will, and will cause each of the Corporate Entities to, make, within the time periods provided for under applicable Laws, all necessary filings and use its commercially reasonable efforts to obtain all necessary regulatory consents and approvals, if any, and the Company will pay or cause to be paid by the other Corporate Entities all filing

fees required to be paid, in each case in connection with the transactions contemplated by this Agreement.

7. Representations and Warranties of the Company

The Company and the Guarantor hereby, jointly and severally, represent and warrant to the Agent and acknowledge that the Agent is relying upon such representations and warranties, that:

- (a) **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of continuance and has all requisite corporate power and authority to own, lease and operate its properties and assets and carry on its business as now conducted. The Company is duly qualified to conduct business, is in material compliance with all applicable laws and regulations, with the exception of any U.S. federal laws, statutes, and/or regulations as applicable to the production, trafficking, distribution, processing, extraction, sale, etc. of cannabis and cannabis related substances and products, of each jurisdiction in which it carries on business (including, without limitation, all applicable Canadian federal, provincial, municipal and local laws and regulations and other lawful requirements of any governmental or regulatory body) and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary. The Company has full corporate power and authority to enter into this Agreement and the Indenture and to perform its obligations set out herein and therein.
- (b) **Subsidiaries.** Each of the Subsidiaries is a corporation or other legal entity duly formed and validly existing under the laws of the jurisdiction in which it was formed, and all have the requisite power and capacity and is duly qualified and holds all necessary material permits, licences and authorizations necessary to carry on its business as now conducted, and to own, lease or operate its properties and assets, and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing its dissolution or winding up. There exist no options, warrants, purchase rights, or other contracts or commitments that could require the Company to sell, transfer or otherwise dispose of any of the issued securities of the Subsidiaries that it beneficially owns. There exist no options, warrants, purchase rights, or other contracts or commitments requiring any of the Subsidiaries to issue additional securities to a Person other than the Company. As at the date of this Agreement, the Company is the sole shareholder of the Guarantor.
- (c) **Capitalization and Voting Rights.**
 - (i) The authorized capital of the Company consists of an unlimited number of Subordinate Voting Shares, an unlimited number of Multiple Voting Shares, and an unlimited number of Super Voting

Shares. As of October 28, 2019, the outstanding capital of the Company consisted of 35,871,672 Subordinate Voting Shares, 66,613.74 Multiple Voting Shares, and 678,133 Super Voting Shares, all of which have been duly authorized, are fully paid and non-assessable and were issued in compliance with all securities laws;

- (ii) Other than as disclosed in the Public Disclosure Documents, there are no securities exercisable, convertible or exchangeable into Shares;
 - (iii) As at the date of this Agreement, there are no contracts, commitments or agreements relating to voting or giving of written consents with respect to the Shares (i) between or among the Company and any of its shareholders; or (ii) to the Company's knowledge, between or among any of the shareholders of the Company.
 - (iv) No holder of Shares is entitled to any pre-emptive or any similar rights to subscribe for any Shares or other securities of the Company as a result of the sale of the Notes pursuant to this Agreement.
 - (v) Other than as disclosed in the Financial Statements, the Company has no outstanding commitment or obligation to issue or sell any Shares, other than grants of options under the Company's incentive stock option plan.
- (d) **Authorization.**
- (i) All corporate action on the part of the Company, the Guarantor, and their officers, directors and shareholders necessary for the authorization, execution and delivery of the Transactional Documents and the performance of all obligations of the Company hereunder and thereunder, and the authorization, issuance (or reservation for issuance), sale and delivery of the Units, the Notes, the Warrants and the Warrant Shares has been taken or will be taken prior to the Closing, and the Transaction Documents constitute valid and legally binding obligations of the Company and the Guarantor, as applicable, enforceable in accordance with their respective terms, except (A) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (B) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.
 - (ii) The execution and delivery of the Transactional Documents and the performance and carrying out of any provision thereof by the Company and the Guarantors, will not (i) result in a breach of the terms, conditions, or provisions of any material agreement of the Company or its Subsidiaries, (ii) violate any provision of applicable law, any order of any court applicable to the Company, the

Guarantors, or the their constating documents, or (iii) result in the creation or imposition of any lien, charge, restriction, claim, or encumbrance of any nature whatsoever upon any of the properties or assets of the Company other than as contemplated in the Indenture.

- (e) **Valid Issuance.** The Company has taken, or will have taken prior to the Closing Time, all necessary corporate action to (i) validly create, and upon receipt of the purchase price therefor, validly issue the Notes; (ii) validly create, and upon receipt of the purchase price therefor, validly issue the Warrants; (iii) validly reserve the Warrant Shares for issuance, and upon exercise of the Warrants in accordance with their terms and when issued and delivered by the Company, against payment of the consideration therefor, be validly issued as fully paid and non-assessable Subordinate Voting Shares. The Company has complied with the applicable securities laws, in all material respects, in connection with the offer, sale and issuance of the Units.
- (f) **Reporting Issuer.** the Company (A) is a “reporting issuer” in each of the provinces of Canada, other than Quebec within the meaning of the applicable Securities Laws and (B) is not in default of any material requirement of the applicable Securities Laws;
- (g) **Ownership of Assets.** the Company and each of the Subsidiaries has good and marketable title to all of its assets, free and clear of all Liens, except for Existing Liens and, subject to acquisitions and sales in the ordinary course;
- (h) **Governmental Consents.** Other than customary post-closing filings required by securities laws or consents required to realize on any security provided by the Company pursuant to the Security Documents, and with the exception of any U.S. federal laws, statutes, and/or regulations as applicable to the production, trafficking, distribution, processing, extraction, sale, etc. of cannabis and cannabis related substances and products, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, Canadian or of U.S. federal, provincial, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement or, to the extent any such consents, approvals, orders, authorizations or registrations, qualifications, designations, declarations or filings with any such authorities on the part of the Company are required in connection with the consummation of the transactions contemplated herein, they shall have been obtained prior to, and be effective as of, the Closing.
- (i) **Litigation.** There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or, to the Company’s knowledge, threatened, against the Company its Subsidiaries, their property or respective directors or officers, that would reasonably be expected to have a Material Adverse Effect, nor is the Company aware of any basis for the foregoing. Neither the Company its Subsidiaries nor, to the knowledge of the Company, its respective officers or directors, is a party, or is named as subject, to the

provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company or its Subsidiaries pending or which either the Company or its Subsidiaries intends to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened in writing (or any basis therefor known to the Company) involving the prior employment of any of the Company or its Subsidiaries' employees, their services provided in connection with the Company's business, or any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers.

- (j) **Compliance with Other Instruments.** The Company or its Subsidiaries are not in violation or default of any material provisions of their constituting documents, any order, judgment, order, writ, or decree, or under any note, indenture, Debt Instrument, lease, agreement, contract or purchase order to which it is a party or by which it is bound or, to the Company's knowledge, of any provision of any law, statute, rule or regulation applicable to the Company or its Subsidiaries, other than in respect of certain United States federal laws relating to the cultivation, distribution or possession of cannabis in the United States. The execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated thereby will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such material provision, instrument, judgment, order, writ, decree or contract or an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture or non-renewal of any Material Permit or license applicable to the Company.

- (k) **Agreements; Action.**
 - (i) Except for the Transaction Documents and the Existing Indebtedness, there are no agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Company is a party or by which it is bound that may involve: (A) obligations (contingent or otherwise) of, or payments to, the Company or its Subsidiaries outside of the ordinary course; (B) the license of any patent, copyright, trademark, trade secret or other proprietary right to or from the Company or its Subsidiaries; (C) the grant of rights to license, market or sell products; (D) the grant of any Lien or security interests in the material assets of the business; or (E) provisions restricting or affecting the development, ability to transfer or move, or distribution of the Company or its Subsidiaries' products or services.

- (ii) Since the date of the Financial Statements, other than the Existing Indebtedness or as otherwise disclosed in the Public Disclosure Documents, the Company or its Subsidiaries has not (A) incurred any indebtedness for money borrowed that has not been repaid and released or any other liabilities individually or in the aggregate in excess of U.S.\$5,000,000, (B) made any loans or advances to any person, other than in the ordinary course of business, or (C) sold, exchanged or otherwise disposed of any of its assets or rights other than in the ordinary course of business;
 - (iii) For the purposes of subsections (i) and (ii) above, all indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same person or entity (including persons or entities the Company has reason to believe are affiliated therewith) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such subsections. Other than as disclosed in the Public Disclosure Documents, the Company is not a guarantor of any other person, entity or business.
- (l) **Related-Party Transactions.** No employee, officer, director or shareholder of the Company or member of his or her immediate family or any “affiliate” or “associate” of such persons (as defined under Securities Laws) is indebted to the Company or its Subsidiaries, nor is the Company or its Subsidiaries indebted (or committed to make loans or extend or guarantee credit) to any of them for indebtedness, other than as disclosed in the Public Disclosure Documents. To the best of the Company’s knowledge, other than as disclosed in the Public Disclosure Documents, none of such persons has any direct or indirect ownership interest in any firm or corporation with which the Company or its Subsidiaries are affiliated or with which the Company have a material business relationship, or any firm or corporation that competes with the Company, except to the extent that employees, officers, directors or shareholders of the Company and members of their immediate families own shares in publicly traded companies that may compete with the Company, other than as disclosed in the Public Disclosure Documents. Other than as disclosed in the Public Disclosure Documents, no employee, officer, director or shareholder of the Company or member of his or her immediate family or any “affiliate” or “associate” thereof is directly or indirectly interested in any material contract or agreement to which the Company or its Subsidiaries are a party or by which it is bound, and other than as disclosed in the Public Disclosure Documents, none of such persons has any material interest, direct or indirect, in any transaction or any proposed transaction with the Company which, as the case may be, materially affects, is material to, or will materially affect, the Company.
- (m) **Permits.** The Company or its Subsidiaries hold in good standing all Material Permits, licenses and any similar authority necessary for the conduct of its business as presently conducted including, without limitation, all licenses or

permits, if any, required by any governmental or regulatory authorities in each of the jurisdictions in which the Company or its Subsidiaries operates. The Company is in compliance, in all material respects, with each licence and Material Permit held by it and no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination of any such permit or license or has resulted, or after notice or lapse of time would result, in any other material impairment of the rights of the holder of any such permit or license. The Company is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the business, affairs, operations, assets, liabilities (contingent or otherwise) of the Company or the business or legal environment under which the Company now operates or proposes to operate. The Company has provided to the Agent copies of (including all material correspondence relating to) all Material Permits held by it and any renewals thereof as of the date hereof.

- (n) **Environmental and Safety Laws.** The Company and its Subsidiaries are in compliance with all applicable statutes, laws or regulations relating to the environment or occupational health and safety, except to the extent any violation of such laws would not have a Material Adverse Effect on the Company (as such business is presently conducted and as it is proposed to be conducted) and, to the Company's knowledge, no material expenditures are or will be required in order to comply with any such existing statute, law or regulation.
- (o) **Conduct of Business.** The Company and its Subsidiaries have conducted and are conducting their business in compliance in all material respects with all applicable laws of each jurisdiction in which it carries on business and with all applicable laws, tariffs and directives material to its operations, including all applicable federal, state, municipal, and local laws and regulations and other lawful requirements of any governmental or regulatory body that govern all aspects of the Company and its Subsidiaries businesses, including, but not limited to, permits and/or licenses to grow, process, and dispense cannabis and cannabis-derived products, with the exception of any U.S. federal laws, statutes, and/or regulations as applicable to the production, trafficking, distribution, processing, extraction, sale, etc. of cannabis and cannabis related substances and products;
- (p) **Registration Rights.** The Company has not granted or agreed to grant any registration or prospectus qualification rights to any person or entity for it or any of its Subsidiaries.
- (q) **Title to Property and Assets.** The Company or its Subsidiaries is the absolute legal and beneficial owner of, and has good and marketable title to, all of their material property and assets, free of all Liens, pledges, security interests, encumbrances, claims or demands whatsoever, other than Existing Liens and no other property rights are necessary for the conduct of the

business of the Company as currently conducted, and the Company knows of no claim or the basis for any claim that might or could materially and adversely affect the right thereof to use, transfer or otherwise exploit such property rights and the Company has no responsibility or obligation to pay any material commission, royalty, license fee or similar payment to any person with respect to the property rights thereof.

- (r) **Financial Statements.** The Financial Statements, fairly present, in all material respects, the consolidated financial position of Company and its Subsidiaries at the dates specified in the Financial Statements and the consolidated results of the operations and changes in financial position of Company and its Subsidiaries for the period covered by the Financial Statements.
- (s) **Changes.** Since the date of the Financial Statements, there has not been:
 - (i) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the business, properties, prospects, or financial condition of the Company or its Subsidiaries;
 - (ii) any waiver or compromise by the Company or its Subsidiaries of a valuable right or of a material debt owed to it;
 - (iii) any material change in any compensation arrangement or agreement with any employee, officer, director or holder of capital stock of the Company or its Subsidiaries;
 - (iv) any sale, assignment or transfer of any patents, trademarks, copyrights, trade secrets or other intangible assets by the Company or its or its Subsidiaries;
 - (v) any removal of any auditor or director or termination of any officer or other senior employee of the Company or its Subsidiaries;
 - (vi) any extraordinary loss, whether or not covered by insurance, suffered by the Company or its Subsidiaries;
 - (vii) any material shortage or any cessation or interruption in the shipment of any inventory, supplies or equipment used by the Company or its Subsidiaries;
 - (viii) any resignation or termination of employment of any officer or key employee of the Company or its Subsidiaries that has not been disclosed in the Public Disclosure Documents; and the Company is not aware of any impending resignation or termination of employment of any officer or key employee of the Company or its Subsidiaries;

- (ix) any mortgage, pledge, transfer of a security interest in, or Lien, created by the Company or its Subsidiaries, with respect to any of its material properties or assets, except liens for taxes not yet due or payable, liens that arise in the ordinary course of business and do not materially impair the Company or its or its Subsidiaries ownership or use of such property or assets, or as disclosed in the Public Disclosure Documents;
 - (x) any loans or guarantees made by the Company or its Subsidiaries to or for the benefit of an employee, officer or director, or any member of their immediate families;
 - (xi) any declaration, setting aside or payment or other distribution in respect of any of the Company's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Company;
 - (xii) to the Company's knowledge, any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that could reasonably be expected to result in a Material Adverse Effect; or
 - (xiii) any arrangement or commitment by the Company to do any of the things described in this Section 7(s).
- (t) **Tax Returns, Payments and Elections.** The Company and each of its Subsidiaries have filed all federal, provincial and local tax returns that are required to be filed or has requested extensions thereof and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable and all such returns, declarations, remittances and filings are complete and accurate in all material respects, and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Company, no examination of any tax return of the Company or its Subsidiaries are currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by the Company.
- (u) **Insurance.** The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are customary in the businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or its Subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect; the Company and its Subsidiaries are in compliance with the terms of such policies and instruments in all material respects; and there are no material claims by the Company or its Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights

clause; neither the Company nor any of its Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

- (v) **Minute Books.** The minute books and records of the Company and its Subsidiaries have been made available to counsel for the Agent and are all of the minute books and records of the Company. The minute books and corporate records of the Company and its Subsidiaries are up to date and complete in all material respects and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Company and there have been no other material meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Company to the date hereof not reflected in such minute books and other corporate records.
- (w) **Employee and Labour Matters.** The Company or its Subsidiaries are not bound by or subject to (and none of their assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labour union, and no labour union has requested or, to the Company's knowledge, has sought to represent any of the employees, representatives or agents of the Company or its Subsidiaries. There is no strike or other labour dispute involving the Company pending, or to the Company's knowledge threatened against the Company nor is the Company aware of any labour organization activity involving its employees. The Company and its Subsidiaries have paid its employees and independent contractors in accordance, in all material respects, with applicable laws and any applicable contracts and is not delinquent in the payment of any material wages, salaries, commissions, bonuses, fees or other compensation for services provided to the Company. The Company and its Subsidiaries have complied in all material respects with applicable equal employment opportunity laws and with other laws related to employment.
- (x) **Suppliers.** No supplier (or group of suppliers) that was or is significant to the Company or its Subsidiaries, has given the Company or its Subsidiaries notice or, to the Company's knowledge, has taken any other action that has given the Company or its Subsidiaries any significant reason to believe that such supplier (or group of suppliers) will cease to supply, restrict the amount supplied, or adversely change its prices or terms to the Company of any products or services that are material to the Company or its Subsidiaries.
- (y) **Intellectual Property.**
 - (i) The Company and its Subsidiaries own, free and clear of any Liens or encumbrances, or possesses sufficient legal rights to use, all Intellectual Property used by it in connection with the Company's

business, which represents all intellectual property rights necessary to the conduct of the Company's business as now conducted and as presently contemplated to be conducted, without any conflict with, or infringement of, in any material respect, the intellectual property rights of others.

- (ii) The Company or its Subsidiaries have not received any communications alleging that they have violated or, by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, rights of privacy, rights in personal data, moral rights, trade secrets or other proprietary rights or processes of any other person or entity. To the Company's knowledge, no product or service marketed or sold (or presently contemplated to be marketed or sold) by the Company or its Subsidiaries violate any license to which they are a party or infringes any intellectual property rights of any other person or entity. No claim is pending or, to the Company's knowledge, threatened to the effect that any operations of the Company or its Subsidiaries infringe upon or conflict with the asserted rights of any other person to any Intellectual Property and, to the Company's knowledge, there is no basis for any such claim (whether or not pending or threatened).
- (iii) The Company is not aware that any of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of such employee's best efforts to promote the interest of the Company or that would conflict with the Company or its Subsidiaries' business. Neither the execution or delivery of this Agreement, nor the carrying on of the Company or its Subsidiaries' business by the employees of the Company, nor the conduct of the Company or its Subsidiaries' business as proposed, will, to the Company's knowledge, conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant or instrument under which any such employee is now obligated.
- (iv) All persons then involved in the development of the Company or its Subsidiaries' owned Intellectual Property were at the time employees, consultants or independent contractors of the Company or its Subsidiaries and, for greater certainty, the Company owns the Intellectual Property arising from their work. All persons involved in the development of the Company or its Subsidiaries' owned Intellectual Property will be employees, consultants or independent contractors of the Company, and the Company will own all such Intellectual Property arising from their work. The Company does not believe it is or will be necessary to use any inventions of any of its

employees (or persons it currently intends to hire) made prior to their employment by the Company.

- (z) **No Illegal Payments.** To the knowledge of the Company, (i) the Company or its Subsidiaries have not, directly or indirectly, (A) made or authorized any contribution, payment or gift of funds or property of the Company or its Subsidiaries or other unlawful expense relating to political activity to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction or any official of any public international organization; or (B) made any direct or indirect contribution from corporate funds to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada), *U.S. Foreign Corrupt Practices Act of 1977*, the *Proceeds of Crime (Money Laundering)* and the *Terrorist Financing Act* (Canada), or Title 18 United States Code Section 1956 and 1957 (U.S.), or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Company, its Subsidiaries and their operations, and the Company or its Subsidiaries have not instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such laws; and (ii) the operations of the Company and its Subsidiaries are and have been conducted at all times in compliance, in all material respects, with such laws and no suit, action or proceeding by or before any governmental authority or any arbitrator involving the Company or its Subsidiaries with respect to such legislation is in progress, pending or, to the knowledge of Company, threatened;
- (aa) **Money Laundering Laws.** The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance, in all material respects, with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority other than any U.S. federal laws, statutes, and/or regulations, as applicable, to the production, trafficking, distribution, processing, extraction, sale, etc. of cannabis and cannabis-related substances and products (collectively, the “**Applicable Money Laundering Laws**”) and no action, suit or proceeding by or before any governmental authority involving the Company or any of its subsidiaries with respect to Applicable Money Laundering Laws is, to the knowledge of Company, pending or threatened;
- (bb) **Trustee.** Odyssey Trust Company of Canada at its principal offices in the City of Vancouver has been or prior to the Closing Time will be duly appointed as the trustee with respect to both the Notes and the Warrants.

- (cc) **Employee Plans.** Except as disclosed in the Public Disclosure Documents, there are no employee benefit plans or plans for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Company or its Subsidiaries for the benefit of any current or former director, officer, employee or consultant of the Company or its Subsidiaries.
- (dd) **Material Contracts and Obligations.** All agreements, contracts, leases, licenses, instruments, commitments (oral or written), indebtedness, liabilities and other obligations to which the Company or its Subsidiaries are a party or by which it is bound that are (i) material to the conduct and operations of their business and properties; (ii) involve any of the officers, consultants, directors, employees or shareholders of the Company, other than ordinary course agreements relating to employment, confidentiality, intellectual property or stock options; or (iii) obligate the Company or its Subsidiaries to share, license or develop any Intellectual Property have been disclosed by the Company to the Agent and are stored on a virtual data site to which the Agent has access. Neither the Company nor, to the Company's knowledge, any other person, is in material default in the observance or performance of any term, covenant or obligation to be performed by it under any such documents and the Company or its Subsidiaries have not received any notice of termination or default under any such documents and no event has occurred which with notice or lapse of time or both would constitute such a default and all such contracts, agreements and arrangements are in good standing.
- (ee) **Leases.** Except as disclosed in the Public Disclosure Documents, each lease with respect to real property to which the Company or its Subsidiaries are a party (collectively the "**Leases**" and each a "**Lease**"), is in good standing, in all material respects, creates a good and valid leasehold interest in the lands and premises thereby demised and is in full force and effect without amendment. With respect to each Lease: (i) all rents and additional rents have been paid to date; (ii) no waiver, indulgence or postponement of the lessee's obligations has been granted by the lessor; (iii) to the knowledge of the Company, there exists no event of default or event, occurrence, condition or act (including this Note Offering) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default under the Lease; and (iv) to the knowledge of the Company, all of the covenants to be performed by any other party under the Lease have been fully performed in all material respects.
- (ff) **Privacy.** The Company, its Subsidiaries, and their employees, have: (i) complied at all times and in all material respects with all applicable privacy laws and regulations and contractual obligations regarding the collection, processing, disclosure and use of all data consisting of Personally Identifiable

Information that is, or is capable of being, associated with specific individuals; (ii) complied in all material respects with the Company's privacy policies with respect to Personally Identifiable Information; and (iii) taken all appropriate and industry standard measures to protect from unauthorized disclosure any Personally Identifiable Information that the Company or its Subsidiaries have collected or otherwise acquired. No person has made a claim in writing to the Company, its Subsidiaries or any governmental authority that the Company or its Subsidiaries have violated any applicable privacy laws, consumer protection legislation, regulations or other legal requirements or any contractual obligations regarding the collection, processing, disclosure and use of all data consisting of personally identifiable information.

- (gg) **Business of Trading.** The Company is not in the business of trading in securities under Securities Laws.
- (hh) **Commission.** Other than as contemplated herein, the Company has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agent's commission or other similar form of compensation with respect to the transactions contemplated herein.
- (ii) **Non-Disclosure.** Each employee of the Company or its Subsidiaries who has access to the confidential information of the Company has executed an agreement that prohibits such person from divulging any confidential information of the Company and prohibits such person from using any such confidential information for any purpose other than for the benefit of the Company or its Subsidiaries.
- (jj) **Directors and Officers.**
 - (i) Other than as disclosed in the Public Disclosure Documents, none of the directors or officers of the Company is or has been subject to prior regulatory, criminal or bankruptcy proceedings in Canada or elsewhere.
 - (ii) There has not been and there is not currently any material disagreement or other material dispute between the Company or its Subsidiaries, and any of their employees, which is adversely affecting or would reasonably be expected to result in a Material Adverse Effect;
 - (iii) To the Company's knowledge, the Company and its Subsidiaries in compliance in all material respects with the provisions of applicable worker's compensation, applicable employee health and safety, training or similar legislation in each jurisdiction where it carries on business.

- (kk) **Cease Trading.** No order or ruling suspending the sale or ceasing the trading in any securities of the Company (including the Notes) has been issued by any securities regulator, securities commission or other regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are pending, contemplated or threatened by any regulatory authority.
- (ll) **Legislation.** The Company is not aware of any legislation, or proposed legislation (published by a legislative body), which it anticipates will materially and adversely affect the business, affairs, operations, assets or liabilities (contingent or otherwise) of the Company or its Subsidiaries.
- (mm) **No Options, etc. to Purchase Assets.** No person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from the Company or its Subsidiaries of any of the assets or properties of the Company or its Subsidiaries, outside of the ordinary course.
- (nn) **Condition of Tangible Assets.** The buildings, structures, vehicles, equipment, technology and communications hardware and other tangible personal property owned or leased by the Company or its Subsidiaries are structurally sound, in good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put. None of such buildings, structures, vehicles, equipment or other property are in need of maintenance or repairs except for routine maintenance and repairs in the ordinary course that are not material in nature or cost.
- (oo) **Full Disclosure.** None of the foregoing representations and warranties and no document furnished by or on behalf of the Company to the Agent in connection with the negotiation of the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make any such statement or representation not misleading as to the business, the Company and its properties, businesses and affairs.
- (pp) **Public Disclosure.** The information and statements set forth in any Public Disclosure Documents, were true, correct, and complete in all material respects, and did not contain any misrepresentation, as of the date of such information or such statements were made.
- (qq) **Qualified Investment.** Subject to the qualifications and limitations described under "Eligibility for Investment" in the Prospectus, the Notes, Warrants and Warrant Shares will be qualified investments under the *Income Tax Act* (Canada) and the regulations thereunder for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, a registered disability savings plan and tax free savings accounts.

- (rr) **Reportable Event.** There has not been any reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the auditors of the Company.
- (ss) **No Liens.** no security interest or lien has been granted on any of the assets or properties of the Company or the Guarantor other than Existing Liens, and no security interest or lien has been granted by the Company or the Guarantor which would require a security interest or lien to be granted in connection with the issue of the Units.

8. Representations and Warranties of the Agent

The Agent hereby represents and warrants to the Company, and acknowledges that the Company is relying upon such representations and warranties, that:

- (a) it is registered or qualified, as applicable, to offer and sell the Units in the Selling Jurisdictions;
- (b) it is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated;
- (c) it has all requisite power and authority and good and sufficient right and authority to enter into, deliver any carry out its obligations under this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (d) in respect of the offer and sale of Units, the Agent and the U.S. Affiliate have complied with the provisions of this Agreement in all material respects and with all Securities Laws in the jurisdictions in which either of them offers the Units;
- (e) the Agent and the U.S. Affiliate, if any, is each duly registered pursuant to the provisions of securities laws, and is duly registered or licensed as a broker-dealer or an investment dealer in those jurisdictions in which it is required to be so registered in order to perform the services contemplated by this Agreement, or if or where not so registered or licensed, the Agent and U.S. Affiliate have acted only through members of a Selling Group who are so registered or licensed; and
- (f) the Agent, U.S. Affiliate and their representatives have not engaged in or authorized, and will not engage in or authorize, any form of general solicitation or general advertising in connection with or in respect of the Units in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or other telecommunications, including electronic display, or otherwise or conducted any seminar or meeting concerning the offer or sale of the Units whose attendees have been invited by any general solicitation or general advertising.

9. Covenants of the Company

- (a) Subject to the terms and conditions of this Agreement, the Company covenants and agrees with the Agent that the Company:
- (i) shall duly and validly create, authorize and issue the Notes under the Indenture, which Notes will be dated the date of issue of the Notes;
 - (ii) shall duly and validly create, authorize and issue the Warrants under the Warrant Indenture and ensure at all times prior to the expiry of the Warrants, that sufficient Warrant Shares are authorized and allotted for issuance upon due exercise of the Warrants, and that the Warrant Shares, upon their issuance in accordance with the terms of the Warrant Indenture shall be validly issued as fully paid and non-assessable Subordinate Voting Shares;
 - (iii) will advise the Agent promptly after receiving notice that the Prospectus Supplement and any Supplementary Material have been filed and receipts have been obtained therefor, if and as applicable, and will provide evidence satisfactory to the Agent of each such filing and the issuance of such receipts, if applicable;
 - (iv) will advise the Agent promptly after receiving notice or obtaining knowledge of:
 - (A) the issuance by any Securities Commission of any order suspending or preventing the use of any Offering Document;
 - (B) the suspension of the qualification of the Units for offering or sale in any of the Qualifying Jurisdictions;
 - (C) the institution, threatening or contemplation of any proceeding for any of the purposes described in (A) or (B); or
 - (D) any requests made by any Securities Commission to amend or supplement the Prospectus or for additional information,and it will use its reasonable best efforts to prevent the issuance of any such order or request and, if any such order or request is issued, use its reasonable best efforts to obtain the withdrawal of such order or request as promptly as possible;
 - (v) will use reasonable best efforts promptly to do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Agent may reasonably require from time to time for the purpose of giving effect to this Agreement and the transactions contemplated by the Prospectus and take all such steps as may be reasonably within its power to implement to the full extent

the provisions of this Agreement and the transactions contemplated by the Prospectus;

- (vi) will use the proceeds of the Offering in the manner specified in the Prospectus under the heading "Use of Proceeds" (subject to the limitations and qualifications set out therein);
- (vii) use commercially reasonable efforts to maintain its status as a reporting issuer not in default of the requirements of Securities Law in each of the Qualifying Jurisdictions, to June 18, 2022; provided the foregoing requirement is subject to the obligations of the directors of the Company to comply with their fiduciary obligations to the Company and except in connection with a bona fide take-over bid made to all shareholders of the Company or similar business combination transaction; and
- (viii) use commercially reasonable efforts to maintain the listing of the Subordinate Voting Shares on the Canadian Securities Exchange or its such other recognized exchange or quotation system, as the Agent may approve, acting reasonable, to June 18, 2022; provided the foregoing requirement is subject to the obligations of the directors of the Company to comply with their fiduciary obligations to the Company and except in connection with a bona fide take-over bid made to all shareholders of the Company or similar business combination transaction.

10. Closing Deliveries

The purchase and sale of the Units shall be completed at the offices of the Company's counsel, DLA Piper (Canada) LLP in Toronto, Ontario, at 8:00 a.m. (the "**Closing Time**") on November 7, 2019 (the "**Closing Date**") or at such other place as the Agent and the Company may agree upon in writing. If, at the Closing Time, the terms and conditions herein have been complied with to the satisfaction of the Agent, acting reasonably, or waived by the Agent, the Agent will deliver to the Company the gross proceeds of the Offering (being U.S.\$61,059,000), netted against the Agency Fee (being U.S.\$1,800,000) and the Agent's reasonable expenses in accordance with Section 13 hereof, (to a bank account designated by the Company to the Agent of least 2 Business Days prior to the Closing Time), and the Company shall duly and validly deliver to the Agent the Units. For the purposes of this Section 10, at the request of the Agent, the Company shall deliver to the Agent an irrevocable direction addressed to CDS Clearing and Depository Services Inc. ("**CDS**") to record the Units (and underlying Notes and Warrants) sold by the Agent hereunder in the book-entry only system administered by CDS as an uncertificated/NCI security with Odyssey Trust Company as the trustee.

11. Closing Conditions

The obligations of the Agent to solicit offers to purchase and distribute any of the Notes will be subject to the following conditions, which are for the exclusive benefit of the

Agent, and any of the following conditions may be waived, in whole or in part, by the Agent in its sole discretion pursuant to Section 14:

- (a) the Company will have complied in all material respects with all obligations and covenants contained in this Agreement and the Indenture and satisfied all material terms and conditions contained in this Agreement to be complied with and satisfied by it at or prior to the Closing Time;
- (b) the representations and warranties of the Company and/or its Subsidiaries contained in this Agreement will be true and correct in all material respects as of the Closing Date as if made as of such date (except for such representations and warranties which refer to or are made as of another specified date, in which case, such representations and warranties will have been true and correct in all material respects as of that date);
- (c) the Agent shall have received a certificate, dated as of the Closing Date, addressed to the Agent and signed by two Officers of the Company, one of which must be the Chief Executive Officer of the Company with respect to such matters as the Agent may reasonably request and additionally certifying that:
 - (i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officer, contemplated or threatened by any regulatory authority;
 - (ii) since the date of the Financial Statements, (A) there has been no change (financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Company or its Subsidiaries that could reasonably be expected to have a Material Adverse Effect; and (B) other than as disclosed in the Public Disclosure Documents, no transaction has been entered into by the Company or its Subsidiaries which is or would be material to such entity other than in the ordinary course of business;
 - (iii) the Company has duly complied with all material terms, covenants and conditions of this Agreement and the Indenture on its part to be complied with up to the Closing Time;
 - (iv) the representations, warranties and covenants of the Company and its Subsidiaries contained in this Agreement are true and correct in all material respects as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement;

- (v) the Company has made and/or obtained on or prior to the Closing Time, all necessary filings, approvals, consents and acceptances of applicable regulatory authorities and under any applicable agreement or document to which the Company is a party or by which it is bound, required for the execution and delivery of this Agreement, the offering and sale of the Units (subject to completion of filings with certain regulatory authorities following the Closing Date);
- (d) the Agent shall have received at the Closing Time a certificate dated the Closing Date, signed by appropriate officers of the Company addressed to the Agent, with respect to the constating documents of the Company, all resolutions of the Company's board of directors relating to the Offering, this Agreement and the transactions contemplated hereby, the incumbency and specimen signatures of signing officers and such other matters as the Agent may reasonably request;
- (e) this Agreement shall have been executed and delivered by the parties thereto in form and substance satisfactory to the Agent, acting reasonably;
- (f) the Agent shall have received favourable legal opinions addressed to the Agent in form and substance satisfactory to the Agent, acting reasonably, dated the Closing Date, from DLA Piper (Canada) LLP, counsel for the Company and, where appropriate, local counsel with respect to those matters governed by the laws of jurisdictions other than Ontario, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Company, with respect to the following matters:
 - (i) that (A) the Company is a corporation validly existing and in good standing under the Business Corporations Act (British Columbia); and (B) the Guarantor duly incorporated validly existing and in good standing in the jurisdiction of its incorporation;
 - (ii) the attributes of the Notes are consistent in all material respects with the description of them set forth in the Prospectus;
 - (iii) the Company and the Guarantor have all requisite corporate power, capacity and authority to own and lease its properties and assets, to carry on business as described in the Prospectus and to execute and deliver the Transactional Documents to which it is a party and to perform its obligations thereunder;
 - (iv) as to the authorized and issued capital of the Company;
 - (v) none of the execution and delivery of this Agreement, the Indenture, the definitive certificate representing the Notes, and the Warrant Indenture and the performance by the Company of its obligations hereunder and thereunder, or the sale and issuance of the Units will conflict with any applicable corporate or securities law in the

Province of Ontario or result in any breach of the Articles of the Company or the resolutions of the directors of the Company;

- (vi) that all necessary corporate action has been taken by the Company to authorize the execution and delivery of this Agreement, the Indenture, the definitive certificate representing the Notes, and the Warrant Indenture and the performance by the Company of its obligations hereunder and thereunder, and each has been executed and delivered by or on behalf of the Company and each constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to standard assumptions and qualifications, including that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law, and that enforcement is subject to the provisions of the Limitations Act, 2002 (Ontario);
- (vii) that all necessary action has been taken by the Company to authorize the execution and delivery of the Security Documents, and the performance by the Company of its obligations thereunder has been executed and delivered by or on behalf of the Company and constitutes a legal, valid and perfected security interest in the assets of the Company to which it applies, enforceable against it in accordance with its terms, subject to standard assumptions and qualifications, including that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;
- (viii) that all necessary action has been taken by the Guarantor to authorize the granting of a security interest in its shares and, upon the enforcement of such security interest, the transfer of the shares pursuant to the Share Pledge Agreement, and that the granting of a security interest in its shares and, upon the enforcement of such security interest, the transfer of the shares pursuant to the Share Pledge Agreement does not and will not (as the case may be) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both: (A) any applicable laws of the state of Florida which the Guarantor is subject (other than United States federal laws,

statutes and/or regulations, as applicable, to the production, trafficking, distribution, sale, etc. of cannabis and cannabis related substances and products) or (B) the constating documents of the Guarantor;

- (ix) that upon payment of the purchase price therefor, the Notes will be, at the Closing Time, duly created and authorized, and, when authenticated, issued and delivered in the manner provided for in the Indenture, will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable remedies when equitable remedies are sought and subject to the fact that rights of indemnity and contribution may be limited under applicable law;
- (x) the Warrants have been duly and validly created and issued and the Warrant Shares have been authorized and allotted for issuance and upon the payment therefor and the issuer thereof upon the exercise of the Warrants in accordance with the provisions of the Warrant Indenture, the Warrant Shares will be validly issued as fully paid non-assessable Subordinate Voting Shares;
- (xi) the Prospectus, and the execution and filing of the Prospectus with the Securities Commissions have been duly approved and authorized by all necessary corporate action on the part of the Company, and the Base Prospectus, has been duly executed by or on behalf of the Company;
- (xii) all Authorizations under applicable Securities Laws have been obtained, all necessary documents have been filed and all other legal requirements have been fulfilled to qualify the issuance, distribution and sale of the Units to the public in each of the Qualifying Jurisdictions through dealers registered under the applicable Securities Laws of each of the Qualifying Jurisdictions who have complied with the relevant provisions of such Securities Laws;
- (xiii) subject to the qualifications, assumptions, limitations and understandings set out therein, the statements as to matters of the federal Laws of Canada set out in the Prospectus Supplement under the heading "Certain Canadian Federal Income Tax Considerations" summarize the principal Canadian federal income tax considerations as at the date thereof generally applicable under the Tax Act to a prospective purchaser of Notes and the Warrants pursuant to the Prospectus Supplement described therein;

- (xiv) subject to the qualifications, assumptions, limitations and understandings set out in the Prospectus Supplement under the heading "Eligibility for Investment", the Notes and Warrants are qualified investments under the Tax Act for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered education savings plan, a deferred profit sharing plan, a registered disability savings plan or a tax-free savings account;
 - (xv) no filing with, or Authorization of, any Governmental Body of Canada or any of the Qualifying Jurisdictions is required for the valid authorization, issuance and sale of the Units by the Company or the consummation by the Company of the transactions contemplated by this Agreement, the Indenture, the as applicable, except such as have been obtained or made at or before the Closing Time;
 - (xvi) Odyssey Trust Company has been duly appointed as Trustee pursuant to the Indenture;
 - (xvii) Odyssey Trust Company has been duly appointed as the warrant agent for the Warrants pursuant to the Warrant Indenture;
 - (xviii) such other matters as the Agent's legal counsel may reasonably request prior to the Closing Time;
- (g) if any Units are sold to, or for the account or benefit of, persons in the United States or U.S. Persons, a favourable legal opinion, in form and substance reasonably satisfactory to the Agent, which opinion may be subject to usual and customary qualifications for opinions of this type, to the effect that no registration under the U.S. Securities Act is required for the offer and sale of the Units to, or for the account or benefit of, persons in the United States or U.S. Persons in accordance with the terms of this Agreement, including Schedule "A" attached hereto;
 - (h) the Agent shall have received certificates of good standing or similar certificates with respect to the jurisdiction in which the Company and the Guarantor is continued or incorporated, as applicable;
 - (i) if applicable, the Agent shall have received at the Closing Time the definitive certificate registered in the name of CDS or its nominee (or as the Agent may otherwise direct the Company in writing not less than 24 hours prior to the Closing Time);
 - (j) the Agent shall, in its sole discretion, be satisfied with its due diligence review with respect to the business, assets, financial condition, affairs and prospects of the Company;
 - (k) the Agent shall have received a favourable legal opinion, in form and substance reasonably satisfactory to the Agent, which opinion may be subject

to usual and customary qualifications for opinions of this type, to the effect that the Guarantor is in compliance in all material respects with the all requirements of its permits and licences in the State of Florida; and

- (l) the Agent has not exercised any rights of termination set out in Section 12.

12. Rights of Termination

- (a) The Agent may terminate and cancel its obligations hereunder (and the obligations of the purchasers arranged by it to purchase the Note), at its sole discretion, on or before Closing in the following circumstances, if at any time prior to the Closing:
 - (i) **Due Diligence Out.** In the event that the Agent is not satisfied, acting reasonably, with the results of the due diligence review and investigation of the Company conducted by the Agent;
 - (ii) **Change in Material Fact.** There shall have occurred any material change or change in any material fact or a new or undisclosed material fact shall arise or be discovered, which, in the sole opinion of the Agent, acting reasonably, has or would be expected to have a material adverse change or effect on the business, affairs, prospects or financial condition of the Company or on the market price, value or marketability of the Units;
 - (iii) **Litigation.** Any inquiry, action, suit, proceeding or investigation (whether formal or informal) (including matters of regulatory transgression or unlawful conduct), is commenced, announced or threatened by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including any securities regulatory authority) against the Company or any one of the officers or directors of the Company or any of its principal shareholders or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including a securities commission), which, in the opinion of the Agent, acting reasonably, prevents or restricts trading in or the distribution of securities of the Company or materially adversely affects or might reasonably be expected to materially adversely affect the market price or value of the securities of the Company;
 - (iv) **Disaster Out.** If there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence or catastrophe, war or act of terrorism of national or international consequence or a new or change in any law or regulation which, in the sole opinion of the Agent, acting reasonably, seriously adversely affects or involves, or will seriously adversely

affect or involve, the financial markets or the business, operations or affairs of the Company and its Subsidiaries, taken as a whole;

- (v) **Non-Compliance with this Agreement.** The Company is in breach of, default under or non-compliance with any material covenant, representation, warranty, term or condition of this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
 - (vi) **Profitably Marketed.** The state of the financial markets in Canada or the United States is such that, in the sole opinion of the Agent, acting reasonably, it would be unprofitable to offer or continue to offer for sale the Units.
- (b) The rights of termination contained in Sections 12(a)(i), 12(a)(ii), 12(a)(iii), 12(a)(iv), 12(a)(v) and 12(a)(vi) may be exercised by the Agent and are in addition to any other rights or remedies the Agent may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination by the Agent, there shall be no further liability on the part of such Agent to the Company or on the part of the Company to the Agent except for any liability of the Company provided for in this Agreement which by its terms survives termination. For greater certainty, no termination pursuant to the terms of this Agreement shall discharge or otherwise affect any obligation of the Company under Section 13 or Section 15.
- (c) The Company shall use its reasonable best efforts to cause all conditions in this Agreement which relate to it to be satisfied. It is understood that the Agent may waive, in whole or in part, or extend the time for compliance with any such terms and conditions without prejudice to its rights in respect of any subsequent breach, provided that to be binding on the Agent any such waiver or extension must be in writing and executed by the Agent.

13. Expenses

Whether or not the Offering shall be completed, the Company will pay all reasonable expenses and fees in connection with the Offering including, all reasonable expenses of or incidental to the issue, sale or distribution of the Units; the fees and expenses of the Company's counsel; all reasonable costs incurred in connection with the preparation of documents relating to the Offering; all fees and expenses of the Company's accountants and auditors, technical consultants and other applicable experts; all reasonable fees of the Trustee and all reasonable expenses and fees incurred by the Agent, which shall include the reasonable fees of the Agent's counsel up to an aggregate maximum of U.S.\$125,000 plus applicable taxes and disbursements and all reasonable travel expenses in connection with due diligence and marketing activities.

14. Survival of Representations and Warranties.

All terms, warranties, representations, covenants and agreements herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the purchase and sale of the Notes and continue in full force and effect for the benefit of the Agent or the Company, as the case may be, for a period of two years following the Closing Date, and shall not be limited or prejudiced by any investigation made by or on behalf of the Agent in connection with the offer and sale of the Notes.

15. Indemnification

- (a) The Company (the “**Indemnitor**”) shall fully indemnify and hold the Agent and each of its subsidiaries, affiliates, and each of their respective partners, shareholders, advisers, directors, officers, employees and agents (collectively, “**Personnel**”, and together with the Agent, the “**Indemnified Parties**”) harmless to the full extent from and against any and all expenses, losses (other than loss of profits), claims, actions (including shareholder actions, derivative actions or otherwise), damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims), and the reasonable fees and expenses of their counsel (collectively, “**Losses**”) that may be incurred in investigating, settling, advising with respect to and/or defending any actual or threatened claim, actions, suits, investigations or proceedings (collectively, a “**Claim**”) to which the Indemnified Parties may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such Losses and/or Claims result from, arise out of or are based, directly or indirectly, upon:
- (i) any negligence, fraud or wilful misconduct by one or more of the Indemnitor relating to or connected with the Offering;
 - (ii) any inaccuracy of, or any breach of or default under, any representation, warranty, covenant or agreement made by the Indemnitor in this Agreement, or any agreement, certificate or other document to be delivered pursuant hereto, or the failure of the Indemnitor to comply with any of its obligations under this Agreement;
 - (iii) any information or statement (other than information or statements relating solely to the Agent and provided by the Agent for inclusion therein) contained in the Offering Documents, or being alleged to be, a misstatement or a misrepresentation;
 - (iv) any order made or any inquiry, investigation or other proceeding commenced or threatened by any one or more competent authorities based upon any failure by the Indemnitor to comply with applicable securities laws or any misrepresentation or alleged misrepresentation prohibiting or restricting the trading or distribution of the Notes;

- (v) any breach of, default under or non-compliance by the Indemnitor with: (i) any requirements of applicable securities laws in relation to the issue and sale of the Notes, unless such breach, default or non-compliance results from the non-compliance by the Indemnified Parties with any requirement of applicable securities laws; or (ii) any representation, warranty, term or condition of this Agreement or in any certificate or other document delivered by or on behalf of the Indemnitor hereunder or pursuant hereto; and
 - (vi) the performance of professional services rendered to the Indemnitor by the Agent and the Personnel hereunder (the “**Engagement**”) or otherwise in connection with the matters referred to in this Agreement.
- (b) The Indemnitor agrees that no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Indemnitor or any person asserting Claims on the Indemnitor’s behalf or in right for or in connection with this Agreement, except to the extent that any Losses incurred by the Indemnitor are determined by a court of competent jurisdiction in a final judgement (in a proceeding in which the applicable Indemnified Party is named as a party) that has become non-appealable to have resulted solely from the gross negligence or wilful misconduct of such Indemnified Party.
- (c) The Indemnitor agrees that in case any legal proceeding shall be brought against, or an investigation is commenced in respect of, the Indemnitor and/or an Indemnified Party and an Indemnified Party or its personnel are required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with or by reason of the Engagement, the Indemnified Party shall have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by the Agent or their personnel in connection therewith) and out-of-pocket expenses incurred by the Indemnified Party in connection therewith shall be paid by the Indemnitor as they occur.
- (d) The applicable Indemnified Party will notify the Indemnitor promptly in writing after receiving notice of any Claim against it or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, stating the particulars thereof, will provide copies of all relevant documentation to the Indemnitor and, unless the Indemnitor assumes the defence thereof, will keep the Indemnitor advised of the progress thereof and will discuss all significant actions proposed. The omission to so notify the Indemnitor shall not relieve the Indemnitor of any liability which the Indemnitor may have to an Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein required

materially prejudices the defence of such claim or results in any material increase in the liability under this indemnity which the Indemnitor would otherwise have incurred had the Indemnified Party not so delayed in giving, or failed to give, the notice required hereunder.

- (e) The Indemnitor shall be entitled (but not required), at its own expense, to participate in and, to the extent it may wish to do so, assume the defence of any Claim in respect of which indemnification is sought hereunder, provided such defence is conducted by counsel of good standing acceptable to the Indemnified Party. Upon the Indemnitor notifying the Indemnified Party in writing of its election to assume the defence and retain counsel, the Indemnitor shall not be liable to such Indemnified Party for any legal expenses subsequently incurred by it in connection with such defence. If such defence is not assumed by the Indemnitor, the Indemnified Parties, throughout the course thereof, shall provide copies of all relevant documentation to the Indemnitor, shall keep the Indemnitor advised of the progress thereof and shall discuss with the Indemnitor all significant actions proposed. If such defence is assumed by the Indemnitor, the Indemnitor throughout the course thereof will provide copies of all relevant documentation to the applicable Indemnified Party, will keep such Indemnified Party advised of the progress thereof and will discuss with such Indemnified Party all significant actions proposed.

- (f) Notwithstanding the foregoing, any Indemnified Party shall have the right, at the Indemnitor's expense, to separately retain counsel of such Indemnified Party's choice, in respect of the defence of any Claim in which indemnification is sought hereunder if: (i) the employment of such counsel has been authorized by the Indemnitor; or (ii) the Indemnitor has not assumed the defence and employed counsel thereof within 10 days of receiving notice of such Claim; or (iii) counsel retained by the Indemnitor or the Indemnified Party has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including for the reason that there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnitor or that there is a conflict of interest between the Indemnitor and the Indemnified Party or the subject matter of the claim may not fall within the indemnity set forth herein (in any of which events the Indemnitor shall not have the right to assume or direct the defence on such Indemnified Party's behalf). No admission of liability and no settlement of any Claim shall be made by the Indemnitor without the prior written consent of the Indemnified Parties affected. In each of cases (i), (ii) or (iii), the Indemnitor shall not have the right to assume or direct the defence on behalf of the Indemnified Party and shall be liable to pay the reasonable fees and disbursements of one counsel for all such Indemnified Parties as well as the reasonable costs and out-of-pocket expenses of the Indemnified Party (including an amount to reimburse the Agent at its normal per diem rates for time spent by its directors, officers or employees).

- (g) The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agent and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, the Agent and any of the Personnel of the Agent. The foregoing provisions shall survive the completion of professional services rendered under this Agreement and the exercise of the termination rights set forth herein.
- (h) The Indemnitor will not, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld or delayed, admit any liability, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought hereunder unless in connection with any settlement, compromise or consent by the Indemnitors, such settlement, compromise or consent: (i) includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim (if an Indemnified Party is a party to such action); and (ii) does not include a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of an Indemnified Party.
- (i) The Indemnitor hereby acknowledges that the Agent acts as trustee for the other Indemnified Parties under this indemnity, and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.
- (j) Notwithstanding anything to the contrary contained herein, the indemnity set out in Section 15(f) shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such Losses to which the Indemnified Party may be subject resulted solely from the gross negligence or wilful misconduct of such Indemnified Party.

16. Contribution

- (a) In order to provide for just and equitable contribution in circumstances in which the indemnity provided in Section 15 hereof would otherwise be available in accordance with its terms but is, for any reason held to be illegal, unavailable to or unenforceable by the Indemnified Parties or enforceable otherwise than in accordance with its terms, the Agent and the Company shall contribute to the aggregate of all Losses of the nature contemplated in Section 15 hereof and suffered or incurred by the Indemnified Parties in the following proportions: (i) the relative benefits received by the Agent (being the amount of the Agency Fee), on the one hand, and the relative benefits received by the Company on the other hand (being the gross proceeds derived from the sale of the Units); (ii) the relative fault of the Company on the one hand and the Agent on the other hand; and (iii) relevant equitable considerations; provided that the Company shall in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such

Claim any excess of such amount over the amount of the Agent's Fees actually received by the Agent or any other Indemnified Party under this Agreement and further provided that the Agent shall not in any event be liable to contribute, in the aggregate, any amount in excess of the total amount received through the Agency Fee or any portion thereof actually received by the Agent. However, no party who has engaged in any fraud, illegal acts, or wilful misconduct shall be entitled to claim contribution from any person who has not engaged in such fraud, illegal acts, or wilful misconduct.

- (b) The rights to contribution provided in this Section 16 shall be in addition to and not in derogation of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law.
- (c) If an Indemnified Party has reason to believe that a claim for contribution may arise, the Indemnified Party shall give the Company notice thereof in writing, but failure to so notify shall not relieve the Company of any obligation which it may have to the Indemnified Party under this Section 16 provided that the Company is not materially and adversely prejudiced by such failure, and the right of the Company to assume the defence of such Indemnified Party shall apply as set out in Section 15 hereof, *mutatis mutandis*.

17. Notice

Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be delivered by facsimile, e-mail or functionally equivalent electronic means of transmission to, as follows:

- (i) If to the Company, to it at:

Trulieve Cannabis Corp.
3494 Martin Hurst Road
Tallahassee, Florida 32312

Attention: Eric Powers
Telephone: (850) 665-3303

Email: Eric.Powers@trulieve.com

with a copy to:

DLA Piper (Canada) LLP
100 King St. West, Suite 6000
Toronto, On

Attention: Derek Sigel
Telephone: 416-365-3516

Email: derek.sigel@dlapiper.com

- (ii) If to the Trulieve, Inc, to it at:

c/o Trulieve Cannabis Corp.
3494 Martin Hurst Road
Tallahassee, Florida 32312

Attention: Eric Powers
Telephone: (850) 665-3303

Email: Eric.Powers@trulieve.com

- (iii) If to the Agent, to it at:

Canaccord Genuity Corp.
161 Bay Street, Suite 3000
Toronto, Ontario, M5J 2S1

Attention: Greg Woynarski and Steve Winokur
Telephone: 416-869-7368

Email: gwoynarski@cgf.com and swinokur@cgf.com

or to such other address as any of the parties may designate by notice given to the others. Each notice shall be personally delivered to the addressee or sent by facsimile transmission to the addressee and (i) a notice which is personally delivered shall, if delivered before 5:00 p.m. (place of receipt) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by email shall be deemed to be given and received on the first Business Day following the day on which it is sent.

18. No Fiduciary Duty

The Company hereby acknowledges that the Agent is acting solely as agent in connection with the purchase and sale of the Notes. The Company further acknowledges that the Agent is acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Agent act or be responsible as a fiduciary to the Company, its management, shareholders or creditors or any other person in connection with any activity that the Agent may undertake or have undertaken in furtherance of the purchase and sale of the Notes, either before or after the date hereof. The Agent hereby expressly disclaims any fiduciary or similar obligations to the Company, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Company hereby confirms its understanding and agreement to that effect.

19. Time of the Essence.

Time shall be of the essence of this Agreement.

20. United States Dollars.

Unless otherwise specified, all references herein to dollar amounts are to lawful money of the United States.

21. Headings.

The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

22. Singular and Plural, etc.

Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

23. Entire Agreement.

This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings. This Agreement may be amended or modified in any respect by written instrument only. Each Schedule attached to this Agreement is deemed to be part hereof and is hereby incorporated by reference.

24. Severability.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

25. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereto hereby attorn to the jurisdiction of the courts of the Province of Ontario, in the City of Toronto with respect to any dispute related to or arising from this Agreement.

26. Successors and Assigns.

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company, the Guarantor, the Agent and their respective executors, heirs, successors and permitted assigns; provided that, except as provided herein, this Agreement shall not be assignable by any party without the prior written consent of the others.

27. Further Assurances.

Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

28. Language.

The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Les parties reconnaissent avoir expressément demandé que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.

29. Effective Date.

This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

30. Counterparts and Facsimile.

This Agreement may be executed and delivered in any number of counterparts and by facsimile or other means of electronic transmission, each of which shall constitute an original and all of which taken together shall form one and the same agreement.

[The remainder of this page is left blank intentionally]

If this Agreement accurately reflects the terms of the transactions which we are to enter into and are agreed to by you, please communicate your acceptance by executing the enclosed copies of this Agreement where indicated and returning them to us.

Yours very truly,

CANACCORD GENUITY CORP.

Per: *"Steve Winokur"*

Authorized Signatory

Accepted and agreed to be effective as of the date of this Agreement.

TRULIEVE CANNABIS CORP.

Per: *"Eric Powers"*

Authorized Signatory

TRULIEVE, INC.

Per: *"Eric Powers"*

Authorized Signatory

Schedule "A"
COMPLIANCE WITH UNITED STATES SECURITIES LAWS

For the purposes of this Schedule "A", capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Agreement to which this Schedule is annexed and the following terms shall have the meanings indicated:

"affiliate" means an **"affiliate"** within the meaning of Rule 405 under the U.S. Securities Act;

"Directed Selling Efforts" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Securities, and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Securities;

"Foreign Issuer" means a "foreign issuer" as that term is defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is (a) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (b) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following; (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

"General Solicitation or General Advertising" means "general solicitation or general advertising", as used in Rule 502(c) of Regulation D, including, but not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the internet or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

"Offshore Transaction" means an "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;

"Regulation S" means Regulation S promulgated under the U.S. Securities Act;

"Securities" means the Units, the Notes, the Warrants and the Warrant Shares;

“Substantial U.S. Market Interest” means “substantial U.S. market interest” as that term is defined in Rule 902(j) of Regulation S;

“U.S. Exchange Act” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

“U.S. Person” means a “U.S. person” as such term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act; and

“U.S. Purchaser” means an original purchaser of the Units that is a Qualified Institutional Buyer who was, at the time of purchase, (a) a U.S. Person, (b) any person purchasing such Units on behalf of, or for the account or benefit of, any U.S. Person or any person in the United States, (c) any person who receives or received an offer to acquire such Units while in the United States, and (d) any person who was in the United States at the time such person’s buy order was made.

All other capitalized terms used but not otherwise defined in this Schedule “A” shall have the meanings assigned to them in the Agreement to which this Schedule “A” is attached.

A. Representations, Warranties and Covenants of the Company

The Company represents and warrants to and covenants with the Agent and the U.S. Affiliate, as at the date hereof and as of the Closing Date, that:

1. It is, and on the Closing Date will be, a Foreign Issuer with no Substantial U.S. Market Interest with respect to any of its securities.
2. Except with respect to offers and sales in accordance with this Schedule “A” to (i) U.S. Purchasers in reliance upon the exemption from the registration requirements of the U.S. Securities Act available pursuant to Section 4(a)(2) of the U.S. Securities Act, and (ii) persons outside the United States in Offshore Transactions in reliance upon the exclusion from the registration requirements of the U.S. Securities Act available pursuant to Rule 903 of Regulation S, neither the Company nor any of its affiliates, nor any person acting on any of their behalf (other than the Agent, the U.S. Affiliate, any Selling Group member, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Units to a person in the United States or any U.S. Person; or (B) any sale of Units unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States and not a U.S. Person or (ii) the Company, its affiliates, and any person acting on any of their behalf reasonably believe that the purchaser is outside the United States and not a U.S. Person.
3. None of the Company, its affiliates, or any persons acting on any of their behalf (other than the Agent, the U.S. Affiliate, any Selling Group member, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has made or will make any Directed Selling Efforts or has

engaged or will engage in any form of General Solicitation or General Advertising or has acted in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in the United States with respect to the Securities.

4. The Company is not, and as a result of the sales of the Units will not be, an investment company registered or required to be registered under the United States Investment Company Act of 1940, as amended.
5. The Company has not sold, offered for sale or solicited any offer to buy and will not sell, offer for sale or solicit any offer to buy, during the period beginning six months prior to the start of the Offering of the Units and ending six months after the completion of the Offering of the Units, any of its securities in the United States in a manner that would be integrated with and would cause available exemptions from the registration requirements of the U.S. Securities Act to be unavailable with respect to offers and sales of the Units pursuant to this Schedule "A".
6. The Company will not take any action that would cause the exemptions or exclusions provided by Section 4(a)(2) of the U.S. Securities Act or Rule 903 of Regulation S to be unavailable with respect to offers and sales of the Units to purchasers pursuant to the Agency Agreement including this Schedule "A".
7. None of the Company, its affiliates or any person on behalf of any of them (other than the Agent, the U.S. Affiliate, any Selling Group member, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with this Offering.
8. The Company will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable state Securities Laws in connection with the Offering.

B. Representations, Warranties and Covenants of the Agent

The Agent represents and warrants to and covenants and agrees with the Company (on behalf of itself and its U.S. Affiliate), as of the date hereof and as of the Closing Date, that:

1. It acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state Securities Laws and may not be offered or sold except pursuant to an exclusion or exemption from the registration requirements of the U.S. Securities Act and applicable U.S. state Securities Laws. It has offered and sold and will offer and sell the Securities only (i) outside the United States in Offshore Transactions in accordance with Rule 903 of Regulation S, or (ii) to, or for the account or benefit of, persons in the United States or U.S. Persons as provided in this Schedule "A". Accordingly, neither the Agent, nor the U.S. Affiliate, nor any persons acting on any of their behalf: (i) have engaged or will engage in any Directed Selling Efforts; or (ii) except as permitted by this Schedule "A", have made or will make (x) any offers to sell Securities to, or for the account or benefit of, persons in the United States or U.S. Persons

or (y) any sale of Units unless at the time the purchaser made its buy order therefor, the Agent, the U.S. Affiliate or other person acting on any of their behalf reasonably believed that such purchaser was outside the United States and not a U.S. Person or acting for the account or benefit of a person in the United States or a U.S. Person.

2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Units, except with the U.S. Affiliate, any Selling Group member, or with the prior written consent of the Company.
3. It shall require the U.S. Affiliate, any Selling Group member, and any other person permitted to participate with the consent of the Company to agree, for the benefit of the Company, to comply with, and shall use its best efforts to ensure that the U.S. Affiliate, any Selling Group member, and any such other person complies with, the provisions of this Schedule "A" as if such provisions applied to such U.S. Affiliate, Selling Group member or other person.
4. All offers and sales of the Units to U.S. Purchasers will be effected by the U.S. Affiliate in accordance with all applicable U.S. federal and state broker-dealer requirements. Such U.S. Affiliate is, and will be on the date of each offer or sale of Units to, or for the account or benefit of, a person in the United States or a U.S. Person, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc.
5. Any offer, sale or solicitation of an offer to buy Units that has been made or will be made to purchasers, was or will be made only to (i) Qualified Institutional Buyers in transactions that are exempt from the registration requirements of the U.S. Securities Act pursuant to Section 4(a)(2) of the U.S. Securities Act and all applicable state Securities Laws, and (ii) persons outside the United States in Offshore Transactions that are excluded from registration pursuant to Rule 903 of Regulation S.
6. Offers and sales of Units to U.S. Purchasers have not been and shall not be made by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
7. At least one business day prior to the Closing Date, it shall provide the Company's transfer agent with a list of all U.S. Purchasers of the Units, together with their addresses (including state of residence), the number of Units purchased and the registration and delivery instructions for the Notes and Warrants.
8. Prior to any sale of Units to U.S. Purchasers, it shall cause each U.S. Purchaser to execute and deliver to the Company, the Agent and the U.S. Affiliate, Exhibit A to the final U.S. private placement memorandum, in the form approved by the Company.
9. All U.S. Purchasers of the Units shall be informed that the Securities have not been and will not be registered under the U.S. Securities Act and applicable state Securities Laws

and are being offered and sold to such U.S. Purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 4(a)(2) thereof and similar exemptions under applicable U.S. state securities laws.

10. None of the Agent, the U.S. Affiliate, or any person acting on its or their behalf has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with this Offering.
11. At Closing, the Agent, together with the U.S. Affiliate, will provide a certificate, substantially in the form of Exhibit A to this Schedule "A", relating to the manner of the offer and sale of the Units to U.S. Purchasers, or will be deemed to have represented that they did not offer or sell Units to U.S. Purchasers.

EXHIBIT A
AGENT'S CERTIFICATE

In connection with the private placement in the United States of the Units of Trulieve Cannabis Corp. (the "**Company**") pursuant to the agency agreement dated effective ● among the Company and the Agent named therein (the "**Agency Agreement**"), each of the undersigned does hereby certify in favour of the Company as follows:

- (a) ● (the "**U.S. Affiliate**") is, and at all relevant times was, a duly registered broker or dealer with the United States Securities and Exchange Commission and is a member of and in good standing with the Financial Industry Regulatory Authority, Inc. on the date hereof and the date on which each offer was made by it to, or for the account or benefit of, a person in the United States or a U.S. Person, and all offers and sales of the Units to, or for the account or benefit of, persons in the United States and U.S. Persons have been effected by the U.S. Affiliate in compliance with all U.S. federal and state broker-dealer requirements;
- (b) immediately prior to making any offers to any U.S. Purchaser, we had reasonable grounds to believe and did believe that the U.S. Purchaser was a Qualified Institutional Buyer, and, on the date hereof, we continue to believe that each such U.S. Purchaser purchasing Units is a Qualified Institutional Buyer;
- (c) no form of General Solicitation or General Advertising was used by us, including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet or any seminar or meeting whose attendees had been invited by General Solicitation or General Advertising, in connection with the offer or sale of the Units to U.S. Purchasers;
- (d) neither we nor the U.S. Affiliate have taken or will take any action that would constitute a violation of Regulation M under the U.S. Exchange Act; and
- (e) the offering of the Units has been conducted by us in accordance with the terms of the Agency Agreement, including Schedule "**A**" thereto.

Terms used in this certificate have the meanings given to them in the Agency Agreement, including Schedule "**A**" thereto, unless otherwise defined herein.

[signature page follows]

DATED this _____ day of _____, ●.

[Agent]

[U.S. Broker-Dealer Affiliate of Agent]

By:

By:

Name: _____

Name: _____

Title:

Title:

Schedule "B"

SUBSIDIARIES

Trulieve, Inc.

Trulieve Holdings, Inc.

Leef Industries, Inc.

Life Essence, Inc.

Trulieve CT, Inc.

The Healing Corner, Inc.

Trulieve Holyoke Holdings LLC

Trulieve East Main LLC

Trulieve Capps Highway LLC

Manufacturing and Agricultural Resource Staffing, LLC

Trulieve NJ, Inc.

Trulieve TX, Inc.

Trulieve Henry Avenue LLC

MATERIAL PERMITS

Holding Entity	Permit/License	State
Trulieve, Inc.	MMTC	Florida

EXISTING LIENS

Mortgage and Security Agreement between George Hackney, Inc. and Miami RE Holding Group of CLW, LLC."

EXISTING INDEBTEDNESS

Note	Related Party	Maturity Date	Interest Rate	Principal Balance
Note Financing		6/30/2024	9.75%	70,000,000
Shelter Rock		04/10/22 - 07/15/22	12%	4,000,000
Vandagraff		12/07/21	12%	2,000,000
Kim Rivers	RP	05/24/20	12%	6,000,000
Traunch IV	RP	05/24/20	12%	6,000,000
13 Separate Notes TI Dispensaries	RP	11/30/19 - 02/28/21	8%	1,339,250