FINAL EXECUTION COPY

MERGER AGREEMENT

AMONG

LINEAGE GROW COMPANY LTD.,

FLRISH, INC.

AND

LINEAGE MERGER SUB INC.

February 8, 2019

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THIS **MERGER AGREEMENT** (as the same may be amended from time to time, including all Exhibits and Schedules hereto, this "Agreement") is made and entered into as of February 8, 2019, by and among FLRish, Inc., a California corporation ("FLRish"), Lineage Grow Company Ltd., an Ontario corporation ("Lineage"), and Lineage Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of Lineage ("Merger Sub"). Capitalized terms not otherwise defined herein will have the meanings set forth in Article XI. Each of FLRish, Lineage and Merger Sub may be referred to herein as a "Party," and collectively, as the "Parties."

RECITALS

WHEREAS, Lineage is a reporting issuer that is listed on the Canadian Securities Exchange (the "CSE") and is currently focused on operating two retail licensed stores located in two prominent cities in Oregon (Portland and Eugene), and on assembling licensed operators with good growth potential and superior management, either through direct acquisition or through joint ventures, with an aim towards building a dominant vertically-integrated cannabis business that leverages best-in-class cultivation, brands, distribution, and retail assets (the "Lineage Business");

WHEREAS, FLRish is a leading California cannabis company that manages the Harborside retail dispensaries and brands, as well as one of California's largest cannabis cultivation facilities (the "FLRish Business");

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the California Corporations Code, as amended (the "CCC") and other applicable law, FLRish and Lineage intend to enter into a business combination transaction by means of a merger whereby Merger Sub will merge with and into FLRish, with FLRish being the surviving entity (the "Merger");

WHEREAS, the Parties expect the Merger will further certain of their business objectives including, without limitation, creating a vertically integrated cannabis company focused on bringing branded products to consumers;

WHEREAS, as a result of the Merger, FLRish will become a wholly owned subsidiary of Lineage and the shareholders of FLRish will become shareholders of Lineage; and

WHEREAS, each of the boards of directors of FLRish, Lineage, and Merger Sub has determined that the Merger and the other transactions contemplated by this Agreement are fair to, and in the best interests of, its respective company and shareholders.

NOW, THEREFORE, in consideration of these premises, the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties hereto agree as follows:

ARTICLE I
PRE-MERGER TRANSACTIONS

1.1 Lineage Stock Dividend in Lineage Series A Special Shares. Prior to the Closing and before the filing of the Merger Articles of Amendment, Lineage shall file the Stock Dividend Articles of Amendment to create the Lineage Series A Special Shares, Lineage Series B Special Shares and Lineage Series C Special Shares. Prior to the Closing and before the filing of the Merger Articles of Amendment, Lineage shall declare and pay a stock dividend prior to Closing in an aggregate of 44,775,040 Lineage Series A Special Shares to holders of Lineage Common Shares as of the Record Date. Immediately following the completion of the Merger, each Lineage Series A Special Share, after having been adjusted based on the Consolidation Ratio, will automatically convert into one Subordinate Voting Share for no additional consideration. If the Merger is terminated or otherwise is not completed by April 30, 2019, each Lineage Series A Special Share shall automatically be redeemed by Lineage without further action of the holders for nominal consideration and be cancelled, in accordance with their terms.

1.2 Lineage Stock Dividend in Lineage Series B Special Shares and Series C Special Shares.

(a) Prior to the Closing and before the filing of the Merger Articles of Amendment, Lineage shall declare and pay a stock dividend prior to Closing in an aggregate of 11,513,581 Lineage Series B Special Shares to holders of Lineage Common Shares as of the Record Date, with respect to the Lux Purchase. Immediately following the completion of the Lux Purchase, each Lineage Series B Special Share after having been adjusted based on the Consolidation Ratio shall automatically convert into one Subordinate Voting Share for no additional consideration. If the Lux Purchase is terminated or otherwise is not completed on or before the date that is 180 days after the Closing, each Lineage Series B Special Share shall automatically be redeemed by Lineage without further action of the holders for nominal consideration and be cancelled.

(b) Prior to the Closing and before the filing of the Merger Articles of Amendment, Lineage shall declare and pay a stock dividend prior to Closing in an aggregate of 14,072,155 Lineage Series C Special Shares to holders of Lineage Common Shares as of the Record Date, with respect to the Agris Purchase. Immediately following the completion of the Agris Purchase, each Lineage Series C Special Share after having been adjusted based on the Consolidation Ratio will automatically convert into one Subordinate Voting Share for no additional consideration. If the Agris Purchase is terminated or otherwise is not completed by on or before the date that is 180 days after the Closing, each Lineage Series C Special Share shall automatically be redeemed by Lineage without further action of the holders for nominal consideration and be cancelled.

1.3 Lineage Reclassification and Creation of Shares. After the steps in Sections 1.1 and 1.2, and immediately prior to the steps in Sections 2.1 and 2.3, the Board of Directors of Lineage in accordance with the requirements of the OBCA, and prior to the Effective Time, shall cause Lineage to take all necessary steps (including obtaining the Requisite Lineage Shareholder Approval) to give effect to and implement (a) a consolidation of the Lineage Common Shares at the Consolidation Ratio (the "Consolidation"); (b) the creation of the Subordinate Voting Shares

and the Multiple Voting Shares upon and subject to the terms of this Agreement as more fully set forth in the form of the Merger Articles of Amendment of Lineage attached hereto as Exhibit A and to reclassify the Lineage Common Shares on a post-Consolidation basis as Subordinate Voting Shares; and (c) to effect the Name Change, which shall not be effective until the Closing and the filing of the Certificate of Merger as set forth in Section 2.2. With respect to any options, warrants, and other securities for which Lineage has an obligation to issue Lineage Common Shares, the Lineage Common Shares issuable pursuant to such derivative securities shall be consolidated at the Consolidation Ratio and be reclassified on a post-Consolidation basis as Subordinated Voting Shares.

1.4 Convertible Debenture and Warrant Financing.

(a) The Parties hereby acknowledge that in advance of the Closing, the Merger, and other transactions contemplated herein, FLRish shall have conducted an offering of units of FLRish (the "Units") at a price of CAD$1,000 per Unit with each Unit consisting of one unsecured debenture in the principal amount of CAD$1,000 bearing interest at the rate of 12% per annum (the "Convertible Debentures"), with a conversion price equal to the lower of the FLRish Share Price and a ten percent (10%) discount to the Concurrent Financing Price, and eighty-seven (87) common share purchase warrants (the "Convertible Debenture Warrants"), with each Convertible Debenture Warrant exercisable into one share of Series B Common Stock until October 30, 2020, at an exercise price of CAD$8.60 per share, subject to adjustment and/or acceleration in certain circumstances in an amount of up to CAD$46,124,000 (the "Convertible Debt Financing"). As of February 6, 2019, FLRish had issued Convertible Debentures in an aggregate amount of CAD$45,852,000, CAD$37,228,000 of which was issued for cash (the "Cash Portion") and CAD$8,624,000 of which was issued in settlement of certain debts. The Parties hereby acknowledge and agree that FLRish may pay the interest at the rate of 12% per annum on the Convertible Debentures in cash or in kind by issuing shares of Series B Common Stock at a price per share of CAD$6.90.

(b) The broker for the Cash Portion of the Convertible Debt Financing shall be paid a fee that consists of (i) cash in an amount equal to seven percent (7%) of the aggregate principal amount of the Convertible Debentures placed with non-U.S. investors in the Cash Portion of the Convertible Debt Financing; and (ii) warrants exercisable for a number of shares of Series B Common Stock equal to seven percent (7%) of the number of Series B Common Stock into which such Convertible Debentures placed with non-U.S. investors by such broker are convertible into, with an exercise price per share of Series B Common Stock of CAD$6.90.

1.5 Concurrent Financing. The Parties hereby acknowledge that in advance of the Merger and other transactions contemplated herein, FLRish shall conduct an offering of subscription receipts of the Company (the "Subscription Receipt"). Each Subscription Receipt will entitle the holder to receive, automatically and with no further action on the part of the holder, one Unit of FLRish with each Unit consisting of (i) one share of Series D Common Stock at a per share price to be determined by the Parties (the "Concurrent Financing Price") and (ii) up to one common share purchase warrants at a per share exercise price in excess of the Concurrent Financing Price (the "Concurrent Financing Warrants") (which Concurrent Financing Price shall be subject to adjustment in the event of any equity split, reverse equity split, or equity dividend) for a period of 12 months from the date the warrants are issued, up to a maximum amount of

CAD$70,000,000 (or such other amount as the Parties may agree), with an overallotment option, exercisable in the sole discretion of the lead broker, of up to an additional fifteen percent (15%). FLRish may agree to modify the terms of the Concurrent Financing, within its sole discretion, provided, however, such modifications shall not (i) reduce the Concurrent Financing Price below CAD$7.59, (ii) increase the warrant coverage, (iii) increase the exercise period of the warrants for more than twice the exercise period; or (iv) reduce the per share exercise price of the warrants below the Concurrent Financing Price.

1.6 Bridge Loan . The Parties hereby acknowledge that pursuant to a Promissory Note dated November 16, 2018 between FLRish and Lineage, FLRish loaned CAD$2,000,000 to Lineage (the "Bridge Loan"). Upon the closing of the Transaction the treatment of the Bridge Loan shall be determined by the Resulting Issuer.

1.7 Airfield Acquisition. The Parties acknowledge that FLRish has entered into the Airfield LOI. The Parties further acknowledge that a portion of the proceeds from the Concurrent Financing are to be used to complete the Airfield Purchase (if more than CAD$60,000,000 gross proceeds have been raised in the Concurrent Financing). Prior to the Closing, FLRish shall use its commercially reasonable efforts to complete the Airfield Purchase.

1.8 Conversion of Convertible Debentures. Immediately prior to the Merger, all Convertible Debentures shall be converted into shares of Series B Common Stock of FLRish, pursuant to the terms of the Debenture Indenture (the "FLRish Debenture Conversion"). Upon completion of the FLRish Debenture Conversion, all outstanding Convertible Debentures shall be cancelled and of no further force and effect, and FLRish shall issue that number of shares of Series B Common Stock as is equal to the aggregate principal amount of the Convertible Debentures and all accrued and unpaid interest thereon divided by the applicable conversion price in accordance with the terms of the Debenture Indenture.

1.9 Conversion of FLRish Shares to FLRish Common Shares. Per the Amended and Restated Articles of Incorporation of FLRish, immediately prior to the Merger, all outstanding FLRish shares other than FLRish Common Shares shall be converted into FLRish Common Shares, pursuant to the terms of the FLRish articles of incorporation, so that the only shares of FLRish outstanding on the Merger shall be FLRish Common Shares.

1.10 FMI and FMICA Compensation

(a) FLRish has engaged Foundation Markets Inc. ("FMI") to act as the agent for the placement of the Convertible Debt Financing, and FLRish or the Resulting Issuer will remit compensation to FMI subject to the terms set forth in Section 1.4(b), Section 9.1 and the Restated Fee Agreement (Schedule 1.11) dated February 6, 2019 (the "Restated Fee Agreement").

(b) Lineage has engaged FMICA to provide services in connection with the Resulting Issuer Additional Acquisitions and other certain proposed acquisitions. FLRish or the Resulting Issuer will remit compensation to FMICA subject to the terms set forth in Section 9.1 and the Restated Fee Agreement.

(c) FLRish has engaged FMICA to provide services in connection with the Merger, and FMICA will receive a fee for the successful Closing of the Merger (the "Stock Success Fee") in the amount determined based on the calculation of such fee set forth in paragraph 5(a) of the Restated Fee Agreement.

ARTICLE II
MERGER

2.1 The Merger. At the Effective Time and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Applicable Business Laws, Merger Sub shall merge with and into FLRish (the "Merger"), the separate corporate existence of Merger Sub shall cease and FLRish shall continue as the surviving company in the Merger (the "Surviving Company"), and a wholly-owned subsidiary of Lineage. Upon the completion of the Merger, Lineage will change its name to "Harborside, Inc." (the "Resulting Issuer") and it will have the directors and officers as set forth in Section 2.5(c).

2.2 Effective Time; Closing. On the Closing Date, subject to the provisions of this Agreement, the Parties hereto will cause the Merger to be consummated by filing a Certificate of Merger in the form attached hereto as Exhibit C with the Secretary of State of the State of California in accordance with the relevant provisions of the Applicable Business Laws. The Merger will become effective at such time as the filing of the Certificate of Merger with the Secretary of State of California, or, if a later date and time is specified in such filing, at such later time and date (the "Effective Time").

2.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the Applicable Business Laws. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Merger Sub shall vest in the Surviving Company, and all debts, liabilities, obligations, restrictions and duties of Merger Sub shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Company.

2.4 Articles of Organization; Bylaws. At the Effective Time, subject to the review and approval of FLRish, the articles of incorporation of Merger Sub shall become the articles of incorporation of the Surviving Company, except that the name of the Surviving Company shall be "FLRish, Inc." At the Effective Time, subject to the review and approval of FLRish, the bylaws of Merger Sub shall become the bylaws of the Surviving Company, except that the name of the Surviving Company shall be "FLRish, Inc."

2.5 Resulting Issuer.

(a) Capitalization. Immediately after the Merger, the capitalization of the Resulting Issuer shall be as set forth on Schedule 2.5.

(b) Resignations. At the time of Closing and subject to delivery of mutual releases acceptable to Lineage, FLRish and the individuals as hereinafter described, Lineage shall deliver the sequential resignations of the directors and officers of Lineage who are not

continuing as directors and officers of the Resulting Issuer, namely all current Lineage directors and officers, other than Mr. Peter Bilodeau and Mr. Adam Szweras.

(c) Directors and Officers. Effective as of the Closing, the following individuals are anticipated to be the directors and officers of the Resulting Issuer immediately following the consummation of the Merger, subject to the approval by holders of Lineage Common Shares and the CSE:

(i) Directors:

(1) Peter Bilodeau (Chairman of the Board of Directors)

(2) Matthew K. Hawkins

(3) Andrew Berman

(4) Tracy Geldert

(5) Adam Szweras

(6) Sherri Altshuler

(7) Nayir Munoz

(ii) Officers:

Name	Title
Andrew Berman	Chief Executive Officer and President
Keith Li	Chief Financial Officer
John "Jack" Nichols	General Counsel & Chief Compliance Officer, and Corporate Secretary
Menna Tesfatsion	Chief Operating Officer

(d) Auditors. Effective as of the Closing, the auditors of the Resulting Issuer shall be MNP LLP.

(e) Fiscal Year. The fiscal year end of the Resulting Issuer shall be December 31.

(f) Registered Office. The registered office of the Resulting Issuer shall be 77 King Street West, Suite 3000, Toronto, Ontario M5K 1G8.

2.6 Merger Consideration; Conversion of Securities.

(a) Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and this Agreement and without any action on the part of FLRish, Lineage or Merger Sub:

(i) each share of FLRish Series A Common Stock (other than any Dissenting Share) shall be converted into the right to receive (A) 0.05 Multiple Voting Shares (the ratio of twenty (20) shares of Series A Common Stock to one Multiple Voting Share is referred to herein as the "Series A Multiple Voting Share Conversion Ratio") and (B) 0.25 Subordinate Voting Shares (the ratio of four (4) shares of Series A Common Stock to one Subordinate Voting Share is referred to herein as the "Series A Subordinate Voting Share Conversion Ratio");

(ii) each FLRish Series B Common Share (other than any Dissenting Share) shall be converted into the right to receive (A) 0.05 Multiple Voting Shares (the ratio of twenty (20) shares of Series B Common Stock to one Multiple Voting Share is referred to herein as the "Series B Multiple Voting Share Conversion Ratio") and (B) 0.25 Subordinate Voting Shares (the ratio of four (4) shares of Series B Common Stock to one Subordinate Voting Share is referred to herein as the "Series B Subordinate Voting Share Conversion Ratio");

(iii) each share of Series C Common Stock of FLRish shall be converted into the right to receive 0.0667 Multiple Voting Shares (the ratio of fifteen (15) shares of Series C Common Stock to one Multiple Voting Share is referred to herein as the "Series C Multiple Voting Share Conversion Ratio" and together with the Series A Multiple Voting Share Conversion Ratio and the Series B Multiple Voting Conversion Ratio, the "Multiple Voting Share Conversion Ratio");

(iv) each share of Series D Common Stock of FLRish shall be converted into the right to receive one (1) Subordinate Voting Shares (the ratio of one (1) shares of Series D Common Stock to one Subordinate Voting Share is referred to herein as the "Series D Subordinate Voting Share Conversion Ratio" and together with the Series A Subordinate Voting Share Conversion Ratio and the Series B Subordinate Voting Share Conversion Ratio, the "Subordinate Voting Share Conversion Ratio"); and

(v) each Dissenting Share shall be converted into the right to receive payment from the Surviving Company with respect thereto in accordance with the provisions of the CCC;

provided, however, that the Multiple Voting Share Conversion Ratio, the Subordinate Voting Share Conversion Ratio and the Lineage Subordinate Voting Share Conversion Ratio shall be equitably adjusted as needed to maintain and preserve "foreign private issuer" status as defined in the U.S. Securities Act, to reflect appropriately the effect of any equity split, reverse equity split, equity dividend (including any dividend or distribution of securities convertible into

FLRish Common Shares), cash dividends or distributions, reorganization, recapitalization, reclassification, combination, exchange of equity securities or other like change with respect to FLRish Common Shares occurring on or after the date hereof but not after the Effective Time. No FLRish Common Share shall be deemed to be outstanding or to have any rights other than those set forth in this Section 2.6(a) after the Effective Time.

(b) The number of Multiple Voting Shares and Subordinate Voting Shares to be issued upon conversion of all of FLRish Common Shares and all rights to acquire FLRish Common Shares, (excluding shares to be issued upon the exercise of the warrants issued in the Convertible Series B Financing and the Concurrent Financing), shall be collectively referred to herein as the "FLRish Merger Consideration."

(c) Lineage Securities at Closing.

(i) Prior to Closing and before the filing of the Stock Dividend Articles of Amendment, Lineage shall have issued to NHII 454,545 Lineage Common Shares with an issuance price of CAD$0.165 per share in full satisfaction of a debt obligation owed by Lineage to NHII in the aggregate amount of CAD$75,000.

(ii) Each Lineage Common Share outstanding immediately before the filing of the Merger Articles of Amendment shall be consolidated upon the Consolidation taking effect and on a post-Consolidation basis, and be re-classified as a Subordinate Voting Share.

(iii) All Lineage convertible securities and the Lineage Series A Special Shares, Lineage Series B Special Shares and Lineage Series C Special Shares outstanding upon the filing of the Merger Articles of Amendment shall be adjusted based on the consolidation ratio for the Consolidation and become, after such adjustment, convertible or exchangeable, whichever is applicable, securities to acquire Subordinate Voting Shares at a one-to-one exchange ratio (the "Lineage Subordinate Voting Share Conversion Ratio").

2.7 FLRish Derivative Securities.

(a) At the Effective Time, each Convertible Debenture Warrant, Concurrent Financing Warrant, option, other warrants, convertible or exchangeable security or other right to purchase or acquire FLRish Common Shares (each, a "FLRish Derivative Security") that is outstanding immediately before the Effective Time, whether vested or unvested, shall, automatically and without any required action on the part of any holder or beneficiary thereof, be assumed by Resulting Issuer and converted into an option, warrant, convertible or exchangeable security or other right, as applicable, to purchase or acquire a number of Subordinate Voting Shares, determined in accordance with this Section 2.7 (each, a "Converted FLRish Derivative Security"). Each Converted FLRish Derivative Security shall continue to have and be subject to substantially the same terms and conditions as were applicable to such FLRish Derivative Security immediately before the Effective Time (including expiration date, vesting conditions and exercise provisions), except that each FLRish Derivative Security shall become a right to acquire that number of whole Subordinate Voting Shares (rounded down to the nearest whole share) equal to the product of: (i) the number of FLRish Common Shares subject to such FLRish

Derivative Security immediately prior to the Effective Time and (ii) the number of Subordinate Voting Shares constituting the FLRish Merger Consideration; provided, however, that the exercise price and the number of Subordinate Voting Shares purchasable under each Converted FLRish Derivative Security that is an employee stock option shall be determined in a manner consistent with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable regulations promulgated thereunder; provided, further, that in the case of any FLRish Derivative Security that is an employee option to which Section 422 of the Code applies, the exercise price and the number of Subordinate Voting Shares purchasable under such Converted FLRish Derivative Security shall be determined in accordance with the foregoing in a manner that satisfies the requirements of Section 424(a) of the Code.

(b) Before the Effective Time, FLRish shall provide such notice, if any, to the extent required under the terms of the applicable FLRish Derivative Securities, obtain any necessary consents, waivers or releases, adopt any necessary resolutions, amend the terms of or issue new securities in exchange for FLRish Derivative Securities, and take all other appropriate actions to: (i) effectuate the provisions of this Section 2.7, and (ii) ensure that after the Effective Time, any holder of a FLRish Derivative Security shall have neither any right thereunder to acquire any securities of FLRish nor to receive any payment or benefit with respect to any FLRish Derivative Security, except as provided in this Section 2.7.

(c) Prior to the Effective Time, the Board of Directors of Lineage or the appropriate committee thereof shall (subject to all applicable laws, including relating to the offer of securities and other financial products) adopt resolutions, and procure the entry by Lineage of all necessary agreements, contracts, deeds or instruments (as the case may be), providing for the treatment of the FLRish Derivative Securities as contemplated by this Section 2.7. Lineage shall take all corporate action necessary to reserve for issuance a sufficient number of Lineage Shares for delivery with respect to the FLRish Derivative Securities assumed by it in accordance with this Section 2.7. At the Effective Time, Lineage shall adopt a plan for the issuance of stock options to managers, employees, directors, and consultants for the purchase of Subordinate Voting Shares.

2.8 No Fractional Shares. Notwithstanding any other provision of this Agreement to the contrary, no fractional Subordinate Voting Shares or Multiple Voting Shares will be issued by virtue of the Merger or the other transactions contemplated hereby. Instead, if a Person would otherwise be entitled to a fractional Subordinate Voting Share or Multiple Voting Share (after taking into account all certificates of FLRish Common Shares delivered by such holder), the aggregate number of Subordinate Voting Shares or Multiple Voting Shares, as applicable, to be issued will be rounded down to the next whole number and such holder will not be entitled to any compensation in respect of such fraction.

2.9 No Further Ownership Rights. The FLRish Merger Consideration issued to the shareholders of FLRish upon consummation of the Merger shall be deemed to have been issued in full satisfaction of all rights pertaining to the outstanding FLRish Common Shares. There shall be no further registration of transfers on the records of FLRish of FLRish Common Shares that were outstanding immediately prior to the Effective Time.

2.10 Required Withholding. FLRish shall be entitled to deduct and withhold from any consideration or other amount payable or otherwise deliverable pursuant to this Agreement to any Person such amounts as are required to be deducted or withheld therefrom under the Code or under any provision of state, local or foreign tax law or under any other applicable Legal Requirements. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid.

2.11 Conversion of Merger Sub Common Stock. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and this Agreement and without any action on the part of Lineage, Merger Sub or FLRish, the share capital of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) fully paid and validly issued share of common stock of the Surviving Company.

2.12 FLRish Acquisitions. Immediately after the Closing, the Resulting Issuer shall exercise the merger options on PMACC and SJW (the "FLRish Acquisitions"); provided, however, in the event that there is change in the business or operations of either PMACC or SJW which results in a Material Adverse Effect, including Tax liabilities arising from the application of IRC280E of more than CAD$38.7 million, as finally determined by the appropriate Governmental Authority on or prior to Closing, the Resulting Issuer's Board of Directors shall, in its sole discretion, determine whether to exercise such options to complete the FLRish Acquisitions. Notwithstanding the foregoing, the Parties agree that after the Closing, the Resulting Issuer through its Affiliates shall exercise control over PMACC and SJW through the existing Option Agreements, as well as through other actions taken by FLRish, PMACC and SJW all of which shall be sufficient to effect the Resulting Issuer's control over PMACC and SJW so that on Closing, the Resulting Issuer may consolidate the financial results of PMACC and SJW after the Closing.

ARTICLE III
PAYMENT

3.1 Exchange Procedures.

(a) Prior to the Effective Time, Lineage shall deliver a treasury order to the Transfer Agent for the purpose of exchanging, in accordance with this Article III, FLRish Common Shares for the applicable FLRish Merger Consideration payable pursuant to Section 2.6. At least five (5) Business Days prior to the Closing, FLRish shall deliver to Lineage a list of all holders of FLRish Common Shares (including the holders of the Convertible Debentures and investors in the Concurrent Financing). Lineage shall deposit, or cause to be deposited, evidence of Subordinate Voting Shares and Multiple Voting Shares in book-entry form with CDS or deliver physical form representing the FLRish Merger Consideration, for the benefit of the holders of shares of FLRish Common Shares outstanding as of immediately prior to the Effective Time.

(b) The Transfer Agent shall deliver the Multiple Voting Shares and the Subordinate Voting Shares, as applicable, to former holders of FLRish Common Shares electronically or in physical form in accordance with the instructions of the former holder

thereof, without the need for such holder to surrender certificates representing the FLRish Common Shares. Absent such instructions, the Transfer Agent shall provide the Multiple Voting Shares and the Subordinate Voting Shares in the same form as such holder previously held the FLRish Common Shares.

3.2 Transfer Fund.

(a) On Closing, the Surviving Company shall set aside cash in an amount sufficient for any dividends or distributions to which holders of shares of FLRish Common Shares may be entitled pursuant to Section 2.6 (the "Transfer Fund"). The Transfer Fund shall not be used for any purpose other than for the purpose expressly provided for in this Agreement. The cash portion of the Transfer Fund shall be invested by Surviving Company, as directed by the Surviving Company; provided that no gain or loss thereon or income or loss generated thereby shall affect the amounts payable to holders of FLRish Common Shares pursuant to this Article III. Any interest and other income resulting from such investment shall become part of the Transfer Fund, and any amounts in excess of the amounts payable pursuant to this Agreement shall be promptly returned to Surviving Company.

(b) Any portion of the Transfer Fund which remains undistributed to the holders of the FLRish Common Shares one (1) year after the Effective Time shall, at the request of Surviving Company, be delivered to Surviving Company or otherwise according to the instructions of Surviving Company. None of Lineage, Merger Sub, FLRish or the Surviving Company shall be liable to any person in respect to any portion of such shares, dividends or distributions delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. Any shares, dividends or distributions (including amounts held by Surviving Company after the distribution to it of the Transfer Fund) remaining unclaimed by holders of shares of FLRish Common Shares immediately prior to such time shall, to the extent permitted by any Legal Requirement, become the property of Surviving Company free and clear of any claims or interest of any Person previously entitled thereto.

ARTICLE IV
CLOSING MATTERS

4.1 Closing. The obligations of Parties to consummate the transactions to be performed by it in connection with the closing on such date as determined by the Parties following the satisfaction or waiver (if permissible hereunder) of the conditions set forth in Article V and Article VI (other than those conditions that by their nature are to be satisfied at the closing, but subject to satisfaction or waiver (if permissible hereunder) of those conditions), to be conducted by electronic exchange of documents, except as where original documents are requested in advance by a Party, where the Parties will use commercially reasonable efforts to ensure such Closing occurs on or before April 30, 2019 or on such other date as may be agreed between the Parties (the "Closing"). The date upon which the Closing actually occurs will be referred to herein as the "Closing Date").

4.2 Securities Matters.

(a) The Parties hereto acknowledge and agree that the distribution of the FLRish Merger Consideration to holders of FLRish Common Shares will be subject to all applicable Canadian and United States securities Laws (the "Securities Laws"), including, without limitation, the restrictions on transfer set forth in the Securities Laws. Lineage and Merger Sub will, subject to each of the Conditions being satisfied by FLRish, issue and deliver the FLRish Merger Consideration to the holders of FLRish Common Shares pursuant to exemptions from the prospectus filing, registration or qualification requirements of Securities Laws and otherwise fulfill all legal requirements required to be fulfilled by Lineage in connection with the issuance and delivery of the FLRish Merger Consideration.

(b) The persons listed on Schedule 9.11 will enter into and be subject to into an escrow agreement (the "Escrow Agreement") in a form to be agreed upon by FLRish and Lineage that provides for the escrow of the shares held by such persons listed on Schedule 9.11 for an anticipated period of thirty-six (36) months from the Closing, with 10% of such shares to be released on the date that the Subordinate Voting Shares commence trading on the CSE, followed by six subsequent releases of 15% of such escrowed shares every six (6) months thereafter, or such other escrow as is mutually agreed to by the parties.

(c) Lineage agrees, subject to the Conditions being satisfied by FLRish, that Lineage will file with the CSE any documents, reports and information, in the required form, required to be filed by CSE requirements in connection with the Merger and the issuance of the FLRish Merger Consideration, together with any applicable filing fees and other materials.

(d) The FLRish Merger Consideration received by holders of FLRish Common Shares may be subject to resale restrictions contained in the Securities Laws applicable to Lineage and the holders of FLRish Common Shares and any shares that are subject to tax withholding may bear an additional restrictive legend.

(e) The certificates representing the Subordinate Voting Shares and the Multiple Voting Shares issued to US Persons will: (i) bear a U.S. restrictive legend set forth in Exhibit D hereto (the "Rule 144 Legend"), and (ii) will bear an additional restrictive legend requiring release by Resulting Issuer if such securities are subject to tax withholding. Resulting Issuer will work to facilitate removal of the legends on a timely and commercially reasonable efforts basis.

(f) In addition to the restrictive legends on the FLRish Merger Consideration, each of the holders of FLRish Common Shares will be subject to applicable Canadian securities law restrictions.

4.3 Withholding Rights. Lineage will be entitled to deduct and withhold from any consideration otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any applicable Tax Law; provided that notice will be immediately provided in writing to such Person with sufficient detail and explanation as to the amount and necessity of any such deduction or withholding. To the extent such amounts are so withheld and paid over to or

deposited with the relevant Governmental Authority by Lineage, such withheld amounts will be treated for all purposes of this Agreement as having been paid to the applicable Person with respect to which such deduction and withholding was made.

4.4 Closing Deliveries.

(a) At the Closing, FLRish will deliver (or cause to be delivered) to Lineage:

(i) copies of any consents listed on Schedule 7.6;

(ii) a certificate of FLRish certifying that is has obtained the written consent of the FLRish shareholders approving the Merger and the transaction contemplated hereunder, including the exchange of the FLRish Common Shares for the FLRish Merger Consideration at the ratios set forth in Section 2.6 hereof;

(iii) copies of the Fundamental Documents of FLRish;

(iv) copies of the resolutions of the Board of Directors of FLRish authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby;

(v) incumbency certificates of FLRish for the Transaction Documents;

(vi) a certificate issued by the Secretary of State of the State of California, as of a date not more than five (5) days before the Closing Date, evidencing the good standing of the Companies and the Controlled Entities;

(vii) counterpart of each Employment Agreement for the Management Team, duly executed by each of the Management Team individuals, as applicable;

(viii) a counterpart of an Escrow Agreement in a form to be mutually agreed to by FLRish and Lineage, duly executed by the Persons listed on Schedule 9.11 hereto;

(ix) a waiver from the holders of FLRish Series A-1 Preferred Shares of any rights arising from the provisions relating to a "Deemed Liquidation Event" as such term is defined in the FLRish Amended and Restated Articles of Incorporation;

(x) a properly executed statement, dated as of the Closing Date, in accordance with United States Treasury Regulation Sections 1.897-2(h) and 1.1445-2(c)(3), certifying that an interest in FLRish is not a U.S. real property interest within the meaning of Section 897(c) of the Code, together with the required notice to the IRS;

(xi) corporate and securities law opinions in a form reasonably acceptable to Lineage;

(xii) representation letters in forms reasonably acceptable to Lineage signed by each of the Controlled Entities (the "Representation Letters"), and bring-down certificates dated as of the Closing Date;

(xiii) any other items to be delivered by FLRish under the terms and provisions of this Agreement and such other documents as may be reasonably requested by counsel for Lineage.

(b) At the Closing, Lineage will deliver to FLRish:

(i) a counterpart of the Escrow Agreement duly executed by Lineage;

(ii) a certificate issued by the Ministry of Government and Consumer Services of the Province of Ontario, as of a date not more than five (5) days before the Closing Date, evidencing the good standing of Lineage;

(iii) a certificate issued by the Secretary of State of the State of Delaware, as of a date not more than five (5) days before the Closing Date, evidencing the good standing of Merger Sub;

(iv) a certificate of Lineage which certifies:

(1) that Lineage has called a special meeting of the shareholders of Lineage (the "Lineage Special Meeting") and prepared and mailed the Lineage Circular to the holders of Lineage Common Shares and that Lineage has not amended or supplemented, not is it legally required to do so under Applicable Securities Laws, the Lineage Circular and Lineage has obtained the Requisite Lineage Shareholder Approval approving (a) the Merger, (b) the creation and issuance of the Lineage Special Shares, the creation and issuance of the Subordinate Voting Shares and the Multiple Voting Shares, and the reclassification of the Lineage Common Shares into Subordinate Voting Shares, (c) the reconstitution of the board of directors of Lineage as set out in Section 2.5(c); (d) the change of name of Lineage to "Harborside, Inc."; (e) the adoption of an employee equity incentive plan in the form required to replace the employee equity incentive plan grants issued by FLRish as its successor in interest to such grants; (f) the filing of the Stock Dividend Articles of Amendment; (g) the filing of the Merger Articles of Amendment; (h) the approval of amended and restated Lineage bylaws; and (i) such other matters as may be required in order to give effect to the transactions contemplated hereunder, including the conversion of the FLRish Common Shares for the FLRish Merger Consideration at the ratios set forth in Section 2.6 hereof; and

(2) that Lineage has filed the Merger Articles of Amendment which effected the Consolidation, the Name Change and reclassification of the Lineage Common Shares into Subordinate Voting Shares and the creation of Multiple Voting Shares and has filed all requisite documents and certificates in accordance with Applicable Laws;

(v) Stock Dividend Articles of Amendment filed with the Ministry of Government and Consumer Services of the Province of Ontario;

(vi) Merger Articles of Amendment filed with the Ministry of Government and Consumer Services of the Province of Ontario;

(vii) certified copies of the resolutions of Lineage's board of directors authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby;

(viii) evidence of the conditional approval of the CSE for the Merger and all ancillary transactions;

(ix) corporate and securities law opinions in a form reasonably acceptable to FLRish;

(x) evidence of Lineage's declaration of a stock dividend or right to the Lineage shareholders on the Record Date;

(xi) a bring-down certificate signed by Agris Farms dated as of the Closing Date in a form acceptable to FLRish, which approval shall not be unreasonably withheld, stating the representations and warranties of Agris Farms contained in the definitive agreement with respect to the Agris Purchase (including any tax obligations arising from the application of IRC Section 280E) shall have been true and correct as of the Closing Date in all material respects with the same force and effect as if such representations and warranties had been made on and as of the Closing Date;

(xii) a bring-down certificate signed by Lux dated as of the Closing Date in a form acceptable to FLRish, which approval shall not be unreasonably withheld, stating the representations and warranties of Lux contained in the definitive agreement with respect to the Lux Purchase shall have been true and correct as of the Closing Date in all material respects with the same force and effect as if such representations and warranties had been made on and as of the Closing Date;

(xiii) any other items to be delivered by Lineage under the terms and provisions of this Agreement and such other documents as may be reasonably requested by counsel for the Company; and

(xiv) FLRish shall have received gross proceeds in the Concurrent Financing of at least Ten Million Canadian Dollars (CAD$10,000,000) (the "Minimum Offering").

ARTICLE V
CONDITIONS TO OBLIGATION OF LINEAGE

The obligation of Lineage to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the conditions set out in this Article V, which are for the exclusive benefit of Lineage and all or any of which may be waived, in whole or in part, by Lineage in its sole discretion.

5.1 Representations and Warranties; Covenants.

(a) The representations and warranties set forth in Article VII and Article VIII will be true, complete and accurate in all material respects on and as of the Closing Date, except where any such representation and warranty is made specifically with respect to an earlier date, in which case such representation and warranty will be true, complete and accurate in all material respects on and as of such earlier date. The Companies will have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Companies on or prior to the Closing Date.

(b) The representations and warranties set forth in the Representation Letters will be true, complete and accurate in all material respects on and as of the Closing Date, except where any such representation and warranty is made specifically with respect to an earlier date, in which case such representation and warranty will be true, complete and accurate in all material respects on and as of such earlier date.

5.2 Consents, Notices and Filings. Except as set forth on Schedule 5.2, all consents, notices and filings listed on Schedule 7.6 including any consents, notices and filings required from the CSE or any applicable licensing authority will have been obtained, delivered, filed and/or accepted, as the case may be, except to the extent Lineage elects in writing (including via email) to waive any such requirements.

5.3 Absence of Material Adverse Effect. Since the Financial Statement Date, there will have been no Material Adverse Effect suffered by FLRish or the FLRish Business.

5.4 Absence of Litigation. As of the Closing, there will not be (a) any Order of any nature issued by a Governmental Authority with competent jurisdiction directing that the transactions provided for herein, or any material aspect of them, not be consummated as herein provided or (b) any Proceeding before any Governmental Authority pending wherein an unfavorable Order would (i) prevent the performance of this Agreement or the other Transaction Documents or the consummation of any material aspect of the transactions contemplated hereby, (ii) declare unlawful any material aspect of the transactions contemplated by this Agreement or the other Transaction Documents, (iii) cause any material aspect of the transaction contemplated by this Agreement or the other Transaction Documents to be rescinded, or (iv) materially affect the right of FLRish to operate the FLRish Business.

5.5 Proceedings. All corporate and other proceedings taken or required to be taken by FLRish in connection with the transactions contemplated by this Agreement and the other Transaction Documents to be consummated at or prior to the Closing will have been taken.

5.6 Transaction Documents. All of the Transaction Documents will have been duly executed and delivered, as applicable, by FLRish, and will be in full force and effect.

5.7 Indebtedness. At or prior to the Closing, except for the Assumed Debt as set out on Schedule 5.7, the Indebtedness of FLRish will have been satisfied in full and Lineage will have received terminations, releases, UCC-3 termination statements or written commitments to provide same in payoff letters, and other documents in form and substance reasonably

satisfactory to Lineage and its counsel evidencing the satisfaction thereof and the release of all security interests, pledges, claims and encumbrances.

5.8 Bankruptcy. No Proceeding in which FLRish will be a debtor, defendant or party seeking an order for its own relief or reorganization will have been brought or be pending by or against any of the Companies under any United States, foreign, or state bankruptcy or insolvency Laws.

5.9 Closing Deliveries. Lineage will have received each of the closing deliveries listed under Section 4.4(a), except to the extent Lineage elects in writing (including via email) to waive any such requirement.

5.10 Minimum Offering. FLRish shall have completed the Minimum Offering.

5.11 Lineage Distribution. Lineage shall have completed the Lineage stock dividend distribution as set forth in Sections 1.1 and 1.2

ARTICLE VI
CONDITIONS TO OBLIGATION OF THE COMPANIES

The obligation of FLRish to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the conditions set out in this Article VI, which are for the exclusive benefit of FLRish and all or any of which may be waived, in whole or in part, by the Companies in their sole discretion by notice given to Lineage will take all actions, steps and proceedings as are reasonably within their control to cause each of such conditions to be fulfilled or performed at or before the time specified for Closing.

6.1 Delivery of Consideration. Lineage will have delivered the FLRish Merger Consideration in accordance with the provisions hereof.

6.2 Approval of CSE. Lineage shall have obtained the conditional approval of the CSE for this Agreement and the listing of the Subordinate Voting Shares.

6.3 Representations and Warranties; Covenants. The representations and warranties of Lineage set forth in Article VIII will be true and correct in all respects as of the date hereof, except where any such representation and warranty is made specifically with respect to an earlier date, in which case such representation and warranty will be true, complete and accurate in all respects on and as of such earlier date. Lineage shall have performed and complied in all respects with all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

6.4 Consents, Notices and Filings. All consents, notices and filings listed on Schedule 6.4, including any consents, notices and filings required from the CSE or any applicable licensing authority will have been obtained, delivered, filed and/or accepted, as the case may be, except to the extent FLRish elects in writing (including via email) to waive any such requirements.

6.5 Absence of Material Adverse Effect. Since the Lineage Financial Statement Date, there will have been no Material Adverse Effects suffered by the Lineage or the Lineage Business.

6.6 Absence of Litigation. As of the Closing, there will not be (a) any Order of any nature issued by a Governmental Authority with competent jurisdiction directing that the transactions provided for herein, or any material aspect of them, not be consummated as herein provided, or (b) any Proceeding before any Governmental Authority pending wherein an unfavorable Order would (i) prevent the performance of this Agreement or the other Transaction Documents or the consummation of any material aspect of the transactions contemplated hereby, (ii) declare unlawful any material aspect of the transactions contemplated by this Agreement or the other Transaction Documents, or (iii) cause any material aspect of any transaction contemplated by this Agreement or the other Transaction Documents to be rescinded.

6.7 Proceedings. All corporate and other proceedings taken or required to be taken by Lineage in connection with the transactions contemplated by this Agreement and the other Transaction Documents to be consummated at or prior to the Closing and all documents incident thereto will be reasonably satisfactory in form and substance to counsel.

6.8 Transaction Documents. All of the Transaction Documents will have been duly executed and delivered, as applicable, by Lineage and Merger Sub and will be in full force and effect. FLRish shall have received audited financials prepared under IFRS for the years ended 2017 and 2016, and unaudited review engagement financial statements for the period ended June 30, 2018 (the "Lineage Financial Statement Date") or such other period required by the CSE and applicable Securities Laws (the "Lineage Financial Statements").

6.9 Indebtedness. Lineage shall only pay Indebtedness which arises in the ordinary course of business prior to the Closing.

6.10 Bankruptcy. No proceeding in which Lineage will be a debtor, defendant or party seeking an order for its own relief or reorganization will have been brought or be pending by or against any of the Companies under any Canadian, United States, foreign, or state bankruptcy or insolvency Laws.

6.11 Closing Deliveries. FLRish will have received each of the closing deliveries listed under Section 4.4(b) except to the extent FLRish elects in writing (including via email) to waive any such requirement.

6.12 Minimum Offering . FLRish shall have completed the Minimum Offering.

6.13 Lux Purchase Definitive Agreement. Lineage shall have entered into a definitive agreement with respect to the Lux Purchase in a form subject to the approval of FLRish, which approval shall not be unreasonably withheld.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF THE COMPANIES

As a material inducement to Lineage and Merger Sub to enter into and perform their respective obligations under this Agreement, the Companies represent and warrant to Lineage and Merger Sub as follows:

7.1 Authority of FLRish. Each of the Companies is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization as set out in the Recitals of this Agreement, and has all requisite corporate power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out the transactions contemplated herein, to own, lease and operate its properties and to carry on its business as now being conducted. The execution, delivery and performance by the Companies of this Agreement and the other Transaction Documents to which each Company is a party have been duly authorized by all necessary corporate action of each such Company. This Agreement has been duly and validly executed and delivered by the Companies. This Agreement constitutes, and, when executed and delivered by the Companies and the other Transaction Documents to which the Companies are a party, will constitute the legal, valid and binding obligations of the Companies, enforceable against the Companies in accordance with their respective terms, except as may be limited by (a) applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws from time to time in effect which affect creditors' rights generally, or (b) legal and equitable limitations on the availability of specific remedies.

7.2 Capitalization; Ownership. The authorized and outstanding units and other equity interests of the Companies are as set forth on Exhibit E, such that (i) each outstanding member unit or ownership stake held by FLRish shown thereon is duly authorized, validly issued, fully paid and nonassessable and such member unit or ownership stake is held on record by FLRish as listed on Exhibit E as of the date of this Agreement, (ii) each outstanding equity share shown thereon with respect to FLRish is duly authorized, validly issued, fully paid, nonassessable, and held by the FLRish Shareholders as listed on Exhibit E as of the Closing Date. Except as listed on Exhibit E there are no (i) outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, rights of first refusal, first offer, co-sale, preemptive rights, deferred compensation rights or other contracts, arrangements or commitments of any kind, whether written or oral, that require the Companies to issue, sell, transfer, acquire, exchange or otherwise cause to become outstanding any of its capital stock or any other equity interest in the Companies, (ii) outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Companies, (iii) outstanding contractual obligations of the Companies to repurchase, redeem or otherwise acquire any equity interests or any other securities of the Companies, or (iv) voting trusts, voting agreements, proxies, stockholder agreements, or other agreements or understandings with respect to the voting or transfer of any equity interests of the Companies.

7.3 Corporate Records. The corporate record book of FLRish (containing the records of meetings and/or resolutions of the FLRish Shareholders, the board of directors of FLRish, and any committees of FLRish), the share records and certificates of FLRish, copies of which have been made available to the counsel of Lineage, are correct and in accord with historic practice in all material respects and no updates thereto are pending.

7.4 Accredited Investor Status. As of the date of this Agreement, to the knowledge of FLRish, each FLRish Shareholder that is a U.S. Person or is located in the United States is an "accredited investor" as defined in Regulation D of the *Securities Act of 1933*, as amended (the "U.S. Securities Act"), of the United States of America (a "U.S. Accredited Investor"), and is acquiring the FLRish Merger Consideration for its own account to be held for investment only and not with a view to any resale, distribution or other disposition of the FLRish Merger Consideration in violation of United States securities laws or applicable state securities laws.

7.5 Organization; Subsidiaries. The Companies are duly qualified to do business and are each in good standing in each jurisdiction where the conduct of the Business (as currently conducted) or ownership of any properties (as currently owned) requires such qualification, except where the failure to so qualify would not reasonably be expected, individually or in the aggregate, to be materially adverse to any of the Companies, taken as a whole, and except for any federal laws prohibiting the manufacturing and/or sale of cannabis (the "Federal Law Prohibition"). Except as set forth on Schedule 7.5, the Companies do not own, directly or indirectly, any shares of capital stock of, or any other equity, ownership, proprietary or voting interest in, any Person. Except as set forth on Schedule 7.5, there are no commitments, subscriptions or obligations of any kind that call for the Companies to make any investment in any Person, to provide any funding to any Person, to guarantee any obligations of any Person or to assume any liabilities of any Person.

7.6 No Conflicts; Consents and Approvals. The execution and delivery of this Agreement by the Companies does not, and the consummation of the transactions contemplated hereby and performance by the Companies of their obligations hereunder, assuming the receipt of the consents, approvals and waivers listed on Schedule 7.6, will not: (a) violate or conflict with or constitute a default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, with or without the lapse of time or the giving of notice, (i) any term, condition or provision of the articles of organization, operating agreement or other governing document of any of the Companies, (ii) any term, condition or provision of any Material Contract by which the respective assets, rights or properties of any of the Companies are bound or (iii) any Law applicable to any of the Companies except that the Companies operate in the cannabis industry in certain states of the United States, which operations are illegal under United States federal law; or (b) result in the creation of any Lien upon any of its properties or give to others any interest or right in any of its properties, including, a right to purchase any of such properties. Except for the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and for such consents, authorizations and approvals as set forth on Schedule 7.6, to the Companies' knowledge, no authorization, consent, or approval of, or filing with, any Governmental Authority is required to be obtained or made by any of the Companies in connection with the execution and delivery of, or performance by the Companies of their obligations under, this Agreement.

7.7 Real Property; Condition of Assets.

(a) The Companies own no real property, other than leasehold improvements that may be located at the Leased Real Property. Schedule 7.7(a) sets forth a correct and complete listing of any and all real property leased by each Company ("Leased Real Property"). Schedule 7.7(a) sets forth a correct and complete listing of all options or other rights to lease or

purchase real property that are held by each Company (if any), other than such options and/or other rights as may be set forth in the leases for the Leased Real Property provided to Lineage's counsel. Except as set forth in Schedule 7.7(a), no Company has agreed to purchase or lease, nor is any Company obligated to purchase or lease, any real property from a third party, except for those retail store leases that will be used as local operations of the FLRish Business. True and complete copies in all material respects of the leases for each Leased Real Property together with any and all amendments thereto (each a "Lease") have heretofore been made available by the Companies to Lineage. Any information and/or documents relating to the leases for each Leased Real Property that were not made available to Lineage as described in the preceding sentence do not amend, modify or affect the substantive terms of the applicable Lease.

(b) Except for matters set forth in Schedule 7.7(b), (i) each Leased Real Property is the subject of a valid leasehold estate held by the applicable Company, subject only to the performance of the terms of the Lease to be performed by such Company, (ii) no Company has encumbered any Leased Real Property or any leasehold interest therein, and (iii) each Lease for a Leased Real Property is in full force and effect, enforceable in accordance with its terms and conditions (except as may be limited by (A) applicable bankruptcy, insolvency, moratorium, reorganization, or similar Laws from time to time in effect which affect creditors rights generally, or (B) legal and equitable limitations on the availability of specific remedies), and without material default thereunder by the applicable Company or, to the Companies' knowledge, the landlord. To the Companies' knowledge, no event has occurred which, with notice or the passage of time, or both, would give rise to a material default by any Company under any Lease. There are no adverse or other parties in possession of the Leased Real Property or the improvements thereon. To the Companies' knowledge, there are no pending or threatened, condemnation, eminent domain or similar proceedings, or litigation or other proceedings affecting the Leased Real Property or improvements thereon. The Companies have not received written notice of any pending or threatened changes to zoning or other use-related ordinances affecting any Leased Real Property, which, individually or in the aggregate, could materially impair or interfere with the continued ownership, occupancy, use or operation of the business of the Companies as currently conducted. There are no contractual, or to the Companies' knowledge, legal restrictions that preclude or restrict the Companies' ability to use any Leased Real Property for the current or contemplated use of such real property, other than United States federal laws, regulations, rules, ordinances, policies, or other governmental requirements regarding cannabis. The Companies are in compliance in all material respects with the Americans with Disabilities Act of 1990 and any amendments thereto and all applicable state and local regulations related to access the Leased Real Property by persons with disabilities.

(c) Except as set forth on Schedule 7.7(c) or disposed of in the Ordinary Course of Business, the Companies have good title to (with respect to personal property), or a valid leasehold interest in (with respect to the Leased Real Property), their respective property and assets reflected as owned or leased by the Companies on the Latest Balance Sheet, free and clear of all Liens. The property and assets owned or leased by the Companies is in all material respects in good operating condition and, subject to normal repairs, ordinary wear and tear excepted.

7.8 Intellectual Property.

(a) Set forth on Schedule 7.8(a) is a list of all items of Intellectual Property issued by, registered with, or pending registration with a Governmental Authority or domain name registrar (including, without limitation, the United States Patent and Trademark Office or the United States Copyright Office), in each case that are owned by or issued to any of the Companies ("Company Registered IP"), and all other owned or licensed Intellectual Property that is material to the operation of the business as presently conducted by the Companies. Intellectual Property of the type that could be compromised by explicit inclusion in Schedule 7.8(a) may be described in Schedule 7.8(a) in a fashion that protects such Intellectual Property. .

(b) Except as set forth on Schedule 7.8(b), the Companies own, free and clear of all Liens, all right, title and interest in and to all of their Company Registered IP and, to the Companies' knowledge, the Companies own or have a valid right to use, all of the other Intellectual Property used in the current operation of the Business, all of which rights will survive unchanged upon consummation of the transactions contemplated by this Agreement. Except as set forth on Schedule 7.8(b), none of the Companies have granted to any third party the right to use the Company Registered IP.

(c) Except as set forth on Schedule 7.8(c):

(i) to their knowledge, the Companies have not interfered with, infringed upon or misappropriated any Intellectual Property rights of third parties or committed any acts of unfair competition involving a violation of a third party's Intellectual Property rights, and the Companies have not received any written, or to the Companies' knowledge any oral, charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation, or act of unfair competition involving a violation of a third party's Intellectual Property rights;

(ii) within the past five (5) years, none of the Companies have received any written (or to the Companies' knowledge any oral) charge, complaint, claim, demand or notice of, and to the Companies' knowledge, there is not any infringement, misappropriation or violation of any of its Company Registered IP or other material Intellectual Property, and no Action against any Person with respect to the ownership, validity, enforceability or alleged infringement or misappropriation of its Intellectual Property is currently pending or threatened;

(iii) there is no Action pending or, to the Companies' knowledge, within the past five (5) years, threatened (including "cease and desist" letters) against or by any of the Companies with respect to Company Registered IP or other material Intellectual Property;

(iv) no Action is pending wherein any of the Companies or any of their Intellectual Property is alleged to infringe, misappropriate or violate any Intellectual Property right of any third party nor, to the Companies' knowledge, is there any reasonable basis for any such Action; and

(v) to the Companies' knowledge, the conduct of the FLRish Business as currently conducted by the Companies does not infringe, misappropriate or violate any Intellectual Property rights of any other Person.

(d) The Companies: (i) have taken commercially reasonable steps to protect their trade secrets and other confidential information and any trade secret or confidential information of third parties used in their businesses, and (ii) require any Person who creates, develops or invents any proprietary Intellectual Property to assign in writing all of such Person's rights therein to one of the Companies, to the extent that failure to do so would negatively affect the Companies' rights in or to such Intellectual Property in any material respect.

(e) Except as set forth on Schedule 7.8(e), (i) all Software and Systems used by the Companies in the Ordinary Course of Business as presently conducted by the Companies are free from material defect and are sufficient for their present use and (ii) to the Companies' knowledge, there have been no actual or alleged failures, breaches, interruptions (other than service interruptions of the type generally experienced by software users) or violations of the Companies' Software and Systems.

7.9 Financial Statements; Absence of Undisclosed Liabilities.

(a) The Financial Statements, attached hereto as Schedule 7.9(a) (i) fairly present, in all material respects, the financial condition of the Companies as of the referenced dates and the results of operations of the Companies for the periods presented, subject, in the case of the Interim Financial Statements, to normal adjustments (which are not individually or in the aggregate material) and the lack of footnotes, and (ii) except as set forth on Schedule 7.9(b), have been prepared from the books and records of the Company in accordance with IFRS applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto).

(b) Except as set forth in Schedule 7.9(b), the Companies have no material liability or obligation (absolute, accrued, contingent, or otherwise), including any capital lease obligations, except such liabilities or obligations as are (i) set forth or described on any other Schedule of this Agreement, (ii) reserved against or reflected in the balance sheet included in the Interim Financial Statements, (iii) of a nature not otherwise required pursuant to IFRS to be reserved against or reflected therein, and/or (iv) as have been incurred in the Ordinary Course of Business since the date of the Latest Balance Sheet.

7.10 No Material Adverse Effect; Absence of Changes.

(a) To the Companies' knowledge, except as set forth on Schedule 7.10(a), since the Financial Statement Date (i) there has not been any effect, change or circumstance which, individually or in the aggregate, has or had, or would reasonably be expected to result in, a Material Adverse Effect and (ii) the Companies have in all material respects conducted their business in the Ordinary Course of Business, including, without limitation, (A) making capital expenditures; (B) paying accounts payable and collecting accounts receivable consistent with past practice; and (C) paying the compensation of Employees in the ordinary course consistent with past payroll practice.

(b) To the Companies' knowledge, since the Financial Statement Date, through the date of this Agreement, except as set forth on Schedule 7.10(b):

(i) the Companies have not experienced any damage, destruction, or loss involving at least $5,000 per occurrence (whether or not covered by insurance) to any of its assets or property;

(ii) none of the Companies have (A) made any redemptions of, or declared or paid any dividends or distributions in respect of, its equity interests, (B) increased the salary of any present or former director, member, manager, officer or employee whose annual compensation is in excess of $75,000 per year, (C) granted any severance or termination pay to any present or former director, member, manager, officer or employee, except for any existing severance plans or agreements, (D) loaned or advanced money or other property to any present or former director, officer or employee, (E) established, adopted, entered into, amended or terminated any Benefit Plan (other than ordinary at-will employment agreements), or (F) granted any equity or equity-based awards;

(iii) Other than accounts payable incurred n the ordinary course of business, none of the Companies have (A) incurred any Indebtedness in excess of $50,000, (B) granted any Lien upon any of its assets, or (C) provided for any increase in the amount payable by such Company under any credit or loan agreement to which such Company is a party;

(iv) none of the Companies have sold, transferred, assigned, encumbered or abandoned any Company Intellectual Property or granted any license or sublicense of any rights under or with respect to any items of Intellectual Property owned by the Companies, except non-exclusive licenses or sublicenses in the Ordinary Course of Business;

(v) except as set forth on Schedule 7.10(b)(v), none of the Companies have made or committed to make any capital expenditure (or series of related capital expenditures) that remains unpaid;

(vi) none of the Companies have made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person;

(vii) none of the Companies have entered into any employment contract or collective bargaining agreement (other than ordinary course at-will employment arrangements), or modified in any material respect the terms of any existing contract of such Company;

(viii) none of the Companies have canceled any debts owed to or claims held by such Company (including the settlement of any claims or litigation) other than in the Ordinary Course of Business;

(ix) none of the Companies have changed any method or principle of accounting except to the extent required by Law; and

(x) none of the Companies have committed to do any of the foregoing.

7.11 Tax Matters. Except as set forth in Schedule 7.11:

(a) Each of the Companies (i) has timely filed, or has had timely filed on its behalf, all income, franchise and other material Tax Returns required to have been filed and all such Tax Returns are true and correct in all material respects, and (ii) has directly, or has had on its behalf, paid or withheld all Taxes required to be paid or withheld by it (including without limitation all estimated Taxes and Tax installments), except for any Taxes being contested in good faith and for which adequate reserves have been established in the financial statements of the Companies in accordance with IFRS.

(b) Each of the Companies has timely withheld, collected and deposited all Taxes required to be withheld, collected or deposited, as the case may be, to the extent required (including Tax liabilities arising from the application of IRC280E), and such Taxes have been paid to the relevant Governmental Authority.

(c) There are no outstanding waivers or extensions of any statute of limitations filed with any Governmental Authority responsible for assessing or collecting Taxes in respect of any Tax Return of the Companies.

(d) There is no Action, audit or assessment pending or, to the Companies' knowledge, proposed with respect to any liability for Tax, or with respect to any Tax Return, of the Companies.

(e) No Liens have been filed by any Tax Authority with respect to the assets of the Companies, except Liens for Taxes not yet due and payable.

(f) Within the past six (6) years, no written claim has been received by the Companies from a Governmental Authority in a jurisdiction where any of the Companies does not file Tax Returns that any of the Companies is or may be subject to taxation by that jurisdiction.

(g) None of the Companies are, nor have ever been, a member of any affiliated group within the meaning of Section 1504(a) of the Code, or any similar affiliated, consolidated or combined group for income Tax purposes under state, local or foreign Law (other than a group for which FLRish is the common parent), and none of the Companies have any liability for Taxes of any Person (other than any Company) under United States Treasury Regulation Section 1.1502-6 or any similar provision of state, local or non-U.S. Law as a transferee or successor, by contract or otherwise.

(h) FLRish has not been a "United States real property holding corporation" within the meaning of Code Section 897(c)(2) during the applicable period specified in Code Section 897(c)(1)(A)(ii).

(i) None of the Companies are party to, and are not bound by, and have no obligation under, any tax allocation or sharing agreement or similar contract or arrangement with respect to Taxes (other than any agreement, contract or arrangement solely among the Companies).

(j) None of the Companies will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Taxable Period (or portion thereof) ending after the Closing Date as a result of any (A) change in method of accounting for a taxable period ending on or prior to the Closing Date, (B) installment sale or open transaction disposition made on or prior to the Closing Date, (C) prepaid amount received on or prior to the Closing Date, (D) elections under Section 108(i) of the Code, or (E) any closing agreement pursuant to Section 7121 of the Code or any similar provision of state, local or non-U.S. Law.

(k) During the past two (2) years, none of the Companies have been either a "distributing corporation" or a "controlled corporation" in a distribution in which the parties to such distribution treated the distribution as one to which Section 355 of the Code is applicable.

(l) None of the Companies have entered into any "listed transaction" as defined in Regulations Section 1.6011-4(b) or any comparable provision of state Law.

7.12 Litigation. Except as set forth on Schedule 7.12, there is no Action ongoing, pending or, to the Companies' knowledge, threatened against any Company, any of their assets, properties or businesses or, to the Companies' knowledge, any of its officers or directors, in each case, relating to the Business as currently conducted by the Companies or their properties that (a) involves claims or potential claims of losses, damages, penalties, or any other form of liability that, in the aggregate, would be reasonably likely to exceed $50,000, or (b) enjoins or seeks to enjoin or obtain damages with respect to any significant activity by the Companies (including without limitation the consummation of the transactions contemplated by this Agreement or any other Transaction Document), there is no outstanding order, writ, judgment, injunction, decree, determination, or award of, or pending or, to the Companies' knowledge, investigation threatened by, any Governmental Authority relating to the Companies, any of their assets, properties or businesses or, to the Companies' knowledge, any of its officers or directors relating to the Business as currently conducted by the Companies or their properties, or the transaction contemplated by this Agreement or any other Transaction Document.

7.13 Employee Benefits and Related Matters.

(a) Set forth on Schedule 7.13(a) is a list of all Benefit Plans. With respect to each Benefit Plan, the Companies have provided to Lineage a true, correct, current, and complete (in all material respects) copy of each such Benefit Plan and, to the extent applicable, (i) any related trust agreement or other funding instrument; (ii) the most recent IRS favorable determination or opinion letter; (iii) any summary plan description and any material modifications thereto; (iv) a summary of any proposed amendments or changes anticipated to be made to the Benefit Plan at any time within the twelve (12) months immediately following the date hereof (other than any amendments required to be made by law); (v) for the three (3) most recent years, to the extent any exist: (A) financial statements and (B) actuarial valuation reports; and (vi) a written description of any non-written Benefit Plan.

(b) All Benefit Plans have been maintained, in all material respects, in accordance with their terms and with all provisions of ERISA, the Code (including rules and regulations thereunder) and other applicable federal and state laws and regulations and neither

the Companies nor any "party in interest" or "disqualified person" with respect to the Benefit Plans has engaged in a non-exempt "prohibited transaction" within the meaning of Section 4975 of the Code or Section 406 of ERISA. Neither the Companies, the applicable named fiduciary nor, to the Companies' knowledge, any other fiduciary has any liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any Benefits Plan.

(c) All Benefit Plans which are intended to qualify under Section 401(a) of the Code (i) so qualify and any trusts maintained pursuant thereto are exempt from federal income taxation under Section 501 of the Code and (ii) are the subject of a timely favorable determination letter from the IRS (or can rely on a determination letter obtained by a prototype or volume submitter plan sponsor) covering all of the provisions applicable to the Benefit Plan for which determination letters are currently available or has a remaining period of time under applicable regulations or IRS pronouncements in which to apply for such letter. No fact or event has occurred since the date of the last such determination letter or letters which would reasonably be expected to result in the revocation of the determination(s) set forth therein.

(d) No event has occurred and no condition exists that would reasonably be expected to subject any of the Companies either directly or by reason of its affiliation with any ERISA Affiliate to any material tax, fine, lien, penalty or other liability imposed by ERISA, the Code or other applicable laws, rules and regulations with respect to any Benefit Plan.

(e) None of the Benefit Plans provide for post-employment life or health insurance, benefits or coverage for any participant or any beneficiary of a participant, except as may be required under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") and at the expense of the participant or the participant's beneficiary. The Companies have complied in good faith with the Genetic Information and Nondiscrimination Act of 2008 and with the notice and continuation requirements of Section 4980B of the Code, COBRA, Part 6 of Subtitle B of Title I of ERISA, and with the Health Insurance Portability Accountability Act and the regulations thereunder and each such Benefit Plan that is a group health plan (within the meaning of Section 5000(b)(1) of the Code) complies with the provisions of the Patient Protection and Affordable Care Act and Section 105(h) of the Code.

(f) There are no Actions pending or threatened in writing (other than routine uncontested claims for benefits and qualified domestic relations, medical or child support orders) involving any Benefit Plans, related trust or funding medium thereunder or involving any sponsor or other fiduciary thereof, and, to the Companies' knowledge, no facts or circumstances exist that could give rise to any such Actions. No administrative investigation, audit or other administrative proceeding by the Department of Labor, the IRS or other Governmental Agency is pending, in progress, or threatened in writing, in connection with any Benefit Plan.

(g) Except as set forth on Schedule 7.13(g), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment becoming due to any employee (current, former or retired) of any of the Companies, (ii) increase any obligations or benefits otherwise payable under any Benefit Plan or (iii) result in the acceleration of the time of payment or vesting of any such benefits under any such plan.

(h) None of the Benefit Plans is a "multi-employer plan" (as defined in Section 4001(a)(3) or 3(37) of ERISA), a defined benefit plan described in Section 3(35) of ERISA, a "multiple employer welfare arrangement" described in ERISA Section 3(40), a multiple employer plan described in Code Section 413, or a plan subject to the funding obligations of Part 3 of title I of ERISA or Code Section 412, and the Company has not at any time sponsored or contributed to, or has or had any liability or obligation in respect of, any of the foregoing.

(i) Each Benefit Plan and any other contract or arrangement with respect to which any of the Companies has any liability and, in each case, that is a "non-qualified deferred compensation plan" (as defined in Section 409A(d)(l) of the Code) complies in form and operation with applicable guidance under Section 409A of the Code.

7.14 Material Contracts. Set forth on Schedule 7.14 is a list of the Material Contracts. The Companies have provided Lineage a true and complete copy of each written Material Contract and a description of any unwritten Material Contract. Except, as set forth on Schedule 7.14, none of the Companies are in receipt of any written claim of any, or is otherwise in, breach in any material respect of or (with or without notice or lapse of time or both) default in any material respect under any Material Contract and, to the Companies' knowledge, no other party to any Material Contract is in breach in any material respect of or (with or without notice or lapse of time or both) default in any material respect under any Material Contract. Each of the Material Contracts is a valid and binding obligation of the applicable Company and, to the Companies' knowledge, each other party thereto, is in full force and effect, and is enforceable by the applicable Company and, to the Companies' knowledge, each other party thereto, in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws from time to time in effect which affect creditors' rights generally, or (ii) legal and equitable limitations on the availability of specific remedies. No party to a Material Contract has provided notice to any Company that it plans to terminate or materially reduce its business with such Company.

7.15 Brokers, Investment Bankers, Agents and Finders. Except as set forth on Schedule 7.15, no broker, agent, finder, or investment banker acting on behalf of the Companies or under the authority of any of them is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from the Companies in connection with any of the transactions contemplated herein.

7.16 Insurance. Set forth on Schedule 7.16 (and excluding policies that are the subject of Section 7.13 hereof) is a list of all insurance policies, bonds, and insurance risk arrangements currently maintained by the Companies.

7.17 Employees.

(a) Except as set forth in Schedule 7.17(a), none of the Companies are party to any collective bargaining agreement, contract or other legally binding commitment with any trade union or other labor organization in respect of or affecting employees, nor is it currently engaged in any negotiation with any trade union or other labor organization. No labor union or similar labor organization represents or, to the Companies' knowledge, claims to represent any

employee of the Companies. During the past three (3) years, there has not been any representation proceeding or petition seeking a representation proceeding and no trade union has applied or threatened in writing to apply to be certified as the bargaining agent of any employee. Within the past three (3) years, there has not been any (i) attempt to organize the employees of any of the Companies, or (ii) any union organization or collective bargaining activity involving any employee, nor has any such activity been threatened in writing. There are no pending (A) labor strikes, lockouts, boycotts, picketing, work stoppages, or work slowdowns nor, to the Companies' knowledge, have any such activities been threatened in writing against or involving any employee of any of the Companies, or (B) unfair labor practice charges, grievances or complaints or, to the Companies' knowledge, threatened in writing by or on behalf of any employee or group of employees of any of the Companies.

(b) The Companies have provided Lineage with a true and complete listing, in all material respects, of all current employees of and independent contractors performing services for the Companies, which includes their classifications (exempt/non-exempt, permanent/temporary, union/non-union, contract/leased, if applicable), their hourly rates of compensation, base salaries or other form of direct base compensation (as applicable), their total 2017 compensation and total 2018 year-to-date compensation (and any changes thereto which have been or are reasonably likely to be implemented in 2018, other than changes required by applicable Law, if any, and routine increases or increases an employee would receive in the ordinary course of Business (as presently conducted by the Companies) for changes in job duties), location of employment, accrued (but unused) vacation entitlement and the commencement date of their employment or engagement. In addition, to the extent any current employees are on leaves of absence, the Companies have provided Lineage with information indicating the nature of such leave of absence and, to the extent known to the Companies, each such employee's anticipated date of return from leave. Except as set forth on Schedule 7.17(b), no officer, key employee or group of employees has, to the Companies' knowledge, indicated to any officer of any of the Companies any plans to terminate employment or engagement with the applicable Company either prior to, or in connection with the transactions contemplated herein.

(c) The Companies are in compliance in all material respects with all laws, regulations and orders relating to the employment of labor. Except as set forth in Schedule 7.17(c), there are no Actions pending or, to the Companies' knowledge, threatened in writing against any of the Companies involving any of its employees or before any Governmental Authority or body with responsibility for regulating the workplace. None of the Companies are party to, or otherwise bound by, any consent decree with any Governmental Authority relating to employees or employment practices.

(d) Except as set forth on Schedule 7.17(d), none of the Companies are party to (i) any employment agreements with any employee of any of the Companies regarding the payment of severance or notice required to terminate the employment relationship or (ii) any individual consulting or independent contractor agreement that cannot be terminated upon sixty (60) days' prior notice or less without penalty.

(e) All amounts due by any of the Companies to any employees (including any applicable extensions) for all salary, wages, bonuses, commissions, profit sharing, vacation, contributions to Benefit Plans, paid time off, sick days and/or vacation (to the extent applicable)

have been remitted and paid in a timely fashion in accordance with all applicable Laws and the terms of any applicable Benefit Plan.

(f) Except as would not reasonably be expected to result in a material liability to any of the Companies, all Persons classified at any time by a Company as independent contractors or as self-employed do satisfy and have satisfied the requirements of any applicable Law to be so classified.

7.18 Environmental.

(a) The Companies have disclosed and made available to Lineage true and correct copies of (i) all "Phase I" environmental site assessment reports in the possession or control of the Companies with respect to the Leased Real Property and (ii) all material records and correspondence in the possession or control of the Companies relating to Environmental Matters with respect to the Leased Real Property, and/or the business of the Companies and prepared for, received from or submitted to applicable Governmental Authorities.

(b) Except as set forth in Schedule 7.18(b), none of the Companies have received written notice within the last five (5) years alleging that it (i) is or might be potentially responsible for any presence or material Release with respect to the Leased Real Property, or the business of such Company, (ii) has generated, transported or disposed of any Hazardous Substance that has been found at any site at which any Person has conducted a remedial investigation, removal or other response action pursuant to any Environmental Law, or (iii) is or might be potentially responsible for any material costs arising under, or is or has been in violation in any material respect of, Environmental Laws.

(c) Schedule 7.18(c) sets forth a list of all material Environmental Permits held by the Companies, each of which is in full force and effect. Such material Environmental Permits constitute all the licenses and permits required under the Environmental Laws in connection with the conduct of the Business as presently conducted.

(d) To the Companies' knowledge, none of the Companies are now, nor have been at any time during the past five (5) years, in any material non-compliance with Environmental Laws or Environmental Permits.

(e) None of the Companies (i) have entered into or agreed to any court decree or order, (ii) are not subject to any judgment relating to compliance with any Environmental Law or to investigation or cleanup of Hazardous Substances under any Environmental Law, or (iii) have not received any claims or written notices or entered into any negotiations or agreements raising any other environmental liability or obligation under Environmental Laws.

(f) To the Companies' knowledge, (i) no portion of the Leased Real Property has been used for the handling, manufacturing, processing, storage, use, treatment, generation or disposal of Hazardous Substances; and (ii) there have been no releases or threatened releases of Hazardous Substances on, upon, into, or from any Leased Real Property.

7.19 Compliance with Laws; Permits. Set forth on Schedule 7.19 is a list of all material permits, licenses, registrations and government authorizations (including those required

by any Governmental Authority) ("Permits") held by the Companies, excluding Environmental Permits and permits posted at each Company location as required by Law. Except as set forth in Schedule 7.19 and except for the Federal Law Prohibition, to the Companies' knowledge: (i) each of the Companies is currently in compliance in all material respects with all applicable Laws, and (ii) each of the Companies is in possession of all Permits required under applicable Law for the current operation of the Business and is in compliance with the requirements and limitations included in such Permits, except in case of each of (i) and (ii) where the failure to comply or possess would not interfere in any material respect with the conduct of the Business as currently conducted by the Companies or otherwise be material to the Companies. Within the last three (3) years, none of the Companies have received written notice of any Actions, nor to the Companies' knowledge have any Actions been threatened, to the revoke, suspend, cancel or materially modify any such Permits. Except as otherwise set forth on Schedule 7.19, the consummation of the transactions contemplated by this Agreement and the other Transaction Documents will not cause any such Permits to be revoked, suspended, canceled or modified, provided that nothing in this Section 7.19 or in any other representation, warranty or covenant of the Companies or Sellers hereunder or under any other Transaction Document will be construed as a representation, warranty or covenant regarding requirements for Permits as it relates to the business to be conducted by the Companies under Lineage's ownership following the Closing.

7.20 Affiliate Transactions. Set forth on Schedule 7.20 is a description of (a) each arrangement or agreement (whether written or oral) pursuant to which (i) any Seller or any of its Affiliates, or any of the officers, directors, 10% or greater shareholders, or, to the Companies' knowledge, employees of any of the Companies or any of their respective Affiliates, or, to the Companies' knowledge, any member of such officer's or director's immediate family, (any of the foregoing a "Related Party") provides any service, property, asset or loan to any of the Companies, or (ii) the Company provides any service, property, asset or loan to any Related Party, or (b) any other contract between any Related Party and any of the Companies, other than, in the case of (a), employment services provided in such Person's capacity as an employee or officer of any of the Companies and the compensation received therefor.

7.21 Final Registration. FLRish has obtained all local and state permits, licenses and any similar authority necessary to conduct cannabis cultivation in California (the "FLRish Cannabis Permits"). Each Permit is in full force and effect and the Company is not in violation of or default under any Permit in any material respect. FLRish has not engaged nor will it engage in activities that may be viewed as contradictory to the federal government's stated cannabis-related enforcement priorities.

7.22 Suitability.

(a) Neither the Companies, nor any manager, director or officer of any of the Companies, nor to the Companies' knowledge, any agent or employee of any of the Companies or any other Person, in each case acting on behalf of any of the Companies, has directly or indirectly made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other similar payment to any Person, private or public, regardless of form, whether in money, property or services to obtain favorable treatment in securing business, to pay for favorable treatment for business secured or to obtain special concessions, or for the special concessions already

obtained, for or in respect of any of the Companies, except as specifically set forth on Schedule 7.22(a).

(b) Neither the Companies, nor any manager, director or officer of any of the Companies (i) has ever been indicted for or convicted of any felony or any crime involving fraud or misrepresentation, or (ii) is subject to any order barring, suspending or otherwise limiting the right of any of the Companies or such Person to engage in any activity conducted by any of the Companies. Neither any of the Companies nor, to the knowledge of any of the Companies, any Seller, has within the prior three (3) years been denied any permit or license affecting any of the Companies' or such Person's ability to conduct any activity conducted by any of the Companies.

7.23 Complete Disclosure. This Agreement and the agreements and instruments attached hereto and to be delivered at the time of Closing (a) do not contain any untrue statement of material fact by any of the Companies, and (b) do not omit to state any material fact necessary in order to make the statements made herein or therein by any of the Companies, in light of the circumstances under which they are made, not misleading.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES OF LINEAGE AND MERGER SUB

For purposes of this Article VIII only, "Lineage" and "Merger Sub" will mean and include each of their Affiliates, respectively, as applicable. As a material inducement to the Companies to enter into and perform their obligations under this Agreement, each of Lineage and Merger Sub represents and warrants as follows:

8.1 Organization; Subsidiaries. Lineage is a corporation duly organized, validly existing and in good standing under the laws of Ontario. Merger Sub is the only subsidiary of Lineage and is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Lineage is duly qualified to do business and is in good standing in each jurisdiction where the conduct of the Lineage Business (as currently conducted) or ownership of any properties (as currently owned) requires such qualification, except where the failure to so qualify would not reasonably be expected, individually or in the aggregate, to be materially adverse to Lineage, taken as a whole, and except for any Federal Law Prohibition. Except as set forth on Schedule 8.1, the Companies do not own, directly or indirectly, any shares of capital stock of, or any other equity, ownership, proprietary or voting interest in, any Person. Except as set forth on Schedule 8.1, there are no commitments, subscriptions or obligations of any kind that call for Lineage to make any investment in any Person, to provide any funding to any Person, to guarantee any obligations of any Person or to assume any liabilities of any Person

8.2 Authorization of Transaction. Each of Lineage and Merger Sub has full corporate power and authority to execute and deliver each Transaction Document to which it is a party and any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions of the Transaction Documents and all related transactions and to perform its respective obligations under the Transaction Documents. Each of Lineage and Merger Sub has all requisite corporate power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out the transactions contemplated herein, to own, lease and operate its properties and to carry on its business as now being conducted. Each Transaction

Document to which Lineage and Merger Sub is a party has been duly authorized by all necessary corporate action on the part of Lineage and Merger Sub, as applicable, and has been duly executed and delivered by Lineage and Merger Sub, as applicable, and constitutes the valid and legally binding obligation of Lineage and Merger Sub, as applicable, enforceable against Lineage and Merger Sub, as applicable, in accordance with its terms and conditions.

8.3 Non-contravention. Neither the execution, delivery and performance of the Transaction Documents nor the consummation of the transactions contemplated thereby, nor compliance by Lineage and Merger Sub with any of the provisions thereof, will (i) violate, conflict with, or result in a material breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any of the terms, conditions or provisions of the Fundamental Documents of Lineage or Merger Sub, or under any note, bond, mortgage, indenture, deed of trust, contract, instrument, document, any term, condition or provision of any Material Contract or other agreement to which any of Lineage and Merger Sub is bound, or by which any of Lineage and Merger Sub or any of their respective properties or assets may be bound or affected, (ii) violate any Law applicable to any of Lineage and Merger Sub or any of their respective properties or assets, or (iii) result in the creation of any Lien upon any of their respective properties or give to others any interest or right in any of their respective properties, including, a right to purchase any of such properties. Except as set forth on Schedule 8.3, no consent or approval by, notice to, or registration with, any Governmental Authority is required on the part of any of Lineage and Merger Sub in connection with the execution and delivery of the Transaction Documents or the consummation by any of Lineage and Merger Sub of the transactions contemplated hereby which would prevent the consummation by Lineage and Merger Sub of the transactions contemplated hereby.

8.4 Newly Formed Entity. Merger Sub is a newly formed entity organized to effectuate the transactions contemplated hereunder, and has conducted no other business and engaged in no affairs not directly related thereto. There are no Proceedings pending, or to the knowledge of Lineage or Merger Sub, threatened against Merger Sub and, to the knowledge of Lineage, or Merger Sub, there is no basis for any of the foregoing.

8.5 Brokers. Except as set forth on Schedule 8.5, none of Lineage and Merger Sub has retained the services of any agent, broker or investment banker to represent it in connection with this Agreement.

8.6 Capitalization. As of January 28, 2019, Lineage's, Capitalization is as follows (excluding amounts committed or reserved for the payment of advisory fees as set forth in the Restated Fee Agreement and the securities described in the Resulting Issuer Additional Acquisitions): (a) 75,643,484 Lineage Common Shares issued and outstanding; (b) convertible debentures with an aggregate principal amount of CAD$1,333,956, which are convertible into an aggregate of 3,389,781 Lineage Common Shares at a weighted average conversion price of CAD$0.33 (more specifically, (i) convertible debt in the principal amount of CAD$69,956 which is convertible into 349,781 Lineage Common Shares at a conversion price per share of CAD$0.20, and (ii) convertible debt in the principal amount of CAD$1,064,000, which is convertible into 3,040,000 Lineage Common Share at conversion price per share of CAD$0.35); (c) warrants exercisable for 23,640,998 Lineage Common Shares with a weighted average exercise price of approximately CAD$0.32; and (d) options to acquire a total of 5,613,333

Lineage Common Shares at a weighted average price of CAD$0.20. Prior to the Closing, the foregoing capitalization shall be the capitalization for all equity rights related to or arising from Lineage.

8.7 Complete Disclosure. This Agreement and the agreements and instruments attached hereto and to be delivered at the time of Closing do not contain any untrue statement of material fact by any of Lineage and Merger Sub and do not omit to state any material fact necessary in order to make the statements made herein or therein by Lineage and/or Merger Sub, in light of the circumstances under which they are made, not misleading.

8.8 Organization. Each of Lineage and Merger Sub is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business (as currently conducted) or ownership of its properties (as currently owned) requires such qualification, except where the failure to so qualify would not reasonably be expected, individually or in the aggregate, to be materially adverse to Lineage or Merger Sub, taken as a whole, and except for the Federal Law Prohibition.

8.9 Litigation. Except as set forth on Schedule 8.9, there is no ongoing Action pending or, to Lineage's and Merger Sub's knowledge, threatened against any of Lineage or Merger Sub, any of its assets, properties or businesses or, to Lineage's or Merger Sub's knowledge, any of its officers or directors, in each case, relating to the business of Lineage and Merger Sub as currently conducted or its properties that (a) involves claims or potential claims of losses, damages, penalties, or any other form of liability that, in the aggregate, would be reasonably likely to exceed $50,000 or (b) enjoins or seeks to enjoin or obtain damages with respect to any significant activity by any of Lineage and Merger Sub (including without limitation the consummation of the transactions contemplated by this Agreement or any other Transaction Document). There is no outstanding order, writ, judgment, injunction, decree, determination, or award of, or pending or, to Lineage's and Merger Sub's knowledge, investigation threatened by, any Governmental Authority relating to any of Lineage or Merger Sub, any of its assets, properties or businesses or, to Lineage's and Merger Sub's knowledge, any of its officers or directors relating to the business of Lineage and Merger Sub as currently conducted or its properties, or the transaction contemplated by this Agreement or any other Transaction Document.

8.10 Public Record. Since January 31, 2017, Lineage has filed with all applicable securities administrators (including the CSE) all material information and documents required to be filed with such authorities under the securities legislation in the jurisdiction in which Lineage is a reporting issuer in Canada (the "Lineage Public Record"). The documents comprising the Lineage Public Record, at the time filed (a) did not contain any misrepresentation, (b) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements contained therein not misleading in light of the circumstances under which they were made, and (c) complied in all material respects with the requirements of applicable securities laws.

8.11 Suitability.

(a) Neither Lineage or Merger Sub, nor any manager, director, or officer of Lineage, nor to Lineage's knowledge, any agent or employee of Lineage or any other Person, in each case acting on behalf of Lineage or Merger Sub, has directly or indirectly made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other similar payment to any Person, private or public, regardless of form, whether in money, property or services to obtain favorable treatment in securing business, to pay for favorable treatment for business secured or to obtain special concessions, or for the special concessions already obtained, for or in respect of Lineage or Merger Sub, except as specifically set forth on Schedule 8.11.

(b) Neither Lineage or Merger Sub, nor any manager, director, or officer of Lineage or Merger Sub (i) has ever been indicted for or convicted of any felony or any crime involving fraud or misrepresentation, or (ii) is subject to any order barring, suspending or otherwise limiting the right of Lineage or Merger Sub or such Person to engage in any activity conducted by Lineage or Merger Sub. Neither Lineage or Merger Sub, nor any manager, director, or officer of Lineage or Merger Sub has within the prior three (3) years been denied any permit or license affecting any of Lineage's or Merger Sub's or such Person's ability to conduct any activity conducted by Lineage or Merger Sub.

8.12 Stock Consideration Price. As of the Closing, the fair market value of the FLRish Merger Consideration for purposes of Section 368 of the Code shall not be less than the aggregate FLRish consideration price of all of the Subordinate Voting Shares and the Multiple Voting Shares constituting the FLRish Merger Consideration.

8.13 Corporate Records. The corporate record book of Lineage (containing the records of meetings and/or resolutions of the Lineage Shareholders, the board of directors of Lineage, and any committees of Lineage), copies of which have been made available to the counsel of FLRish, are correct and in accord with historic practice in all material respects and no updates thereto are pending.

8.14 No Conflicts; Consents and Approvals. The execution and delivery of this Agreement by Lineage does not, and the consummation of the transactions contemplated hereby and performance by Lineage of its obligations hereunder, assuming the receipt of the consents, approvals and waivers listed on Schedule 8.14, will not: (a) violate or conflict with or constitute a default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, with or without the lapse of time or the giving of notice, (i) any term, condition or provision of the articles of organization, operating agreement or other governing document of Lineage, (ii) any term, condition or provision of any Material Contract by which the respective assets, rights or properties of Lineage are bound or (iii) any Law applicable to Lineage except that Lineage operates in the cannabis industry in certain states of the United States, which operations are illegal under United States federal law; or (b) result in the creation of any Lien upon any of its properties or give to others any interest or right in any of its properties, including, a right to purchase any of such properties. Except for the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and for such consents, authorizations and approvals as set forth on Schedule 8.14, to the knowledge of Lineage, no authorization, consent, or approval of, or filing with, any Governmental Authority is required to be obtained or made by

Lineage or Merger Sub in connection with the execution and delivery of, or performance by Lineage or Merger Sub of their obligations under, this Agreement.

8.15 Real Property; Condition of Assets.

(a) Lineage owns no real property, other than leasehold improvements that may be located at the Lineage Leased Real Property. Schedule 8.15(a) sets forth a correct and complete listing of any and all real property leased by Lineage ("Lineage Leased Real Property"). Schedule 8.15(a) sets forth a correct and complete listing of all options or other rights to lease or purchase real property that are held by Lineage (if any), other than such options and/or other rights as may be set forth in the leases for the Lineage Leased Real Property provided to FLRish's counsel. Except as set forth in Schedule 8.15(a), Lineage has not agreed to purchase or lease, nor is Lineage obligated to purchase or lease, any real property from a third party, except with respect to the Resulting Issuer Additional Acquisitions. True and complete copies in all material respects of the leases for each Lineage Leased Real Property together with any and all amendments thereto (each a "Lineage Lease") have heretofore been made available by Lineage to FLRish. Any information and/or documents relating to the leases for each Lineage Leased Real Property that were not made available to FLRish as described in the preceding sentence do not amend, modify or affect the substantive terms of the applicable Lineage Lease.

(b) Except for matters set forth in Schedule 8.15(b), (i) each Lineage Leased Real Property is the subject of a valid leasehold estate held by Lineage, subject only to the performance of the terms of the Lineage Lease to be performed by Lineage, (ii) Lineage has not encumbered any Lineage Leased Real Property or any leasehold interest therein, and (iii) each Lineage Lease for a Lineage Leased Real Property is in full force and effect, enforceable in accordance with its terms and conditions (except as may be limited by (A) applicable bankruptcy, insolvency, moratorium, reorganization, or similar Laws from time to time in effect which affect creditors rights generally, or (B) legal and equitable limitations on the availability of specific remedies), and without material default thereunder by Lineage or, to Lineage's knowledge, the landlord. To the knowledge of Lineage, no event has occurred which, with notice or the passage of time, or both, would give rise to a material default by Lineage under any Lease. There are no adverse or other parties in possession of the Lineage Leased Real Property or the improvements thereon. To the knowledge of Lineage, there are no pending or threatened, condemnation, eminent domain or similar proceedings, or litigation or other proceedings affecting the Lineage Leased Real Property or improvements thereon. Lineage has not received written notice of any pending or threatened changes to zoning or other use-related ordinances affecting any Lineage Leased Real Property, which, individually or in the aggregate, could materially impair or interfere with the continued ownership, occupancy, use or operation of the business of Lineage as currently conducted. There are no contractual, or to the knowledge of Lineage, legal restrictions that preclude or restrict Lineage's ability to use any Lineage Leased Real Property for the current or contemplated use of such real property, other than United States federal laws, regulations, rules, ordinances, policies, or other governmental requirements regarding cannabis. Lineage is in compliance in all material respects with the Americans with Disabilities Act of 1990 and any amendments thereto and all applicable state and local regulations related to access the Lineage Leased Real Property by persons with disabilities.

(c) Except as set forth on Schedule 8.15(c) or disposed of in the Ordinary Course of Business, Lineage has good title to (with respect to personal property), or a valid leasehold interest in (with respect to the Lineage Leased Real Property), their respective property and assets reflected as owned or leased by Lineage in the Lineage Financial Statements, free and clear of all Liens. The property and assets owned or leased by Lineage is in all material respects in good operating condition and, subject to normal repairs, ordinary wear and tear excepted.

8.16 Intellectual Property.

(a) Set forth on Schedule 8.16(a) is a list of all items of Intellectual Property issued by, registered with, or pending registration with a Governmental Authority or domain name registrar (including, without limitation, the United States Patent and Trademark Office or the United States Copyright Office), in each case that are owned by or issued to Lineage ("Lineage Registered IP"), and all other owned or licensed Intellectual Property that is material to the operation of the business as presently conducted by Lineage. Intellectual Property of the type that could be compromised by explicit inclusion in Schedule 8.16(a) may be described in Schedule 8.16(a) in a fashion that protects such Intellectual Property. All of the Lineage Registered IP is (i) in compliance with all legal requirements necessary to register Lineage's interest therein, and (ii) except as set forth on Schedule 8.16(a), currently unexpired and subsisting, and to the knowledge of Lineage, valid and enforceable.

(b) Except as set forth on Schedule 8.16(b), Lineage owns, free and clear of all Liens, all right, title and interest in and to all of the Lineage Registered IP and, to the knowledge of Lineage, Lineage owns or has a valid right to use, all of the other Intellectual Property used in the current operation of the Lineage Business, all of which rights will survive unchanged upon consummation of the transactions contemplated by this Agreement. Except as set forth on Schedule 8.16(b) Lineage has not granted to any third party the right to use the Lineage Registered IP.

(c) Except as set forth on Schedule 8.16(c):

(i) to its knowledge, Lineage has not interfered with, infringed upon or misappropriated any Intellectual Property rights of third parties or committed any acts of unfair competition involving a violation of a third party's Intellectual Property rights, and Lineage has not received any written, or to the knowledge of Lineage, any oral, charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation, or act of unfair competition involving a violation of a third party's Intellectual Property rights;

(ii) within the past five (5) years, Lineage and its predecessor companies have not received any written (or to the knowledge of Lineage, any oral) charge, complaint, claim, demand or notice of, and to the knowledge of Lineage, there is not any infringement, misappropriation or violation of any of its Lineage Registered IP or other material Intellectual Property, and no Action against any Person with respect to the ownership, validity, enforceability or alleged infringement or misappropriation of its Intellectual Property is currently pending or threatened;

(iii) there is no Action pending or, to the knowledge of Lineage, within the past five (5) years, threatened (including "cease and desist" letters) against or by Lineage with respect to Lineage Registered IP or other material Intellectual Property;

(iv) no Action is pending wherein Lineage or any of its Intellectual Property is alleged to infringe, misappropriate or violate any Intellectual Property right of any third party nor, to the knowledge of Lineage, is there any reasonable basis for any such Action; and

(v) to the knowledge of Lineage, the conduct of the Lineage Business as currently conducted by Lineage does not infringe, misappropriate or violate any Intellectual Property rights of any other Person.

(d) Lineage: (i) has taken commercially reasonable steps to protect its trade secrets and other confidential information and any trade secret or confidential information of third parties used in its business, and (ii) requires any Person who creates, develops or invents any proprietary Intellectual Property to assign in writing all of such Person's rights therein to Lineage, to the extent that failure to do so would negatively affect the rights of Lineage in or to such Intellectual Property in any material respect.

(e) Except as set forth on Schedule 8.16(e), (i) all Software and Systems used by Lineage in the Ordinary Course of Business as presently conducted by Lineage are free from material defect and are sufficient for their present use and (ii) to the knowledge of Lineage, there have been no actual or alleged failures, breaches, interruptions (other than service interruptions of the type generally experienced by software users) or violations of the Software and Systems of Lineage.

(f) The trade names, trademarks and service marks of Lineage as used in the Lineage Business as presently conducted by Lineage are valid, subsisting and enforceable in every trade territory in which Lineage uses such trade names, trademarks and service marks.

8.17 Financial Statements; Absence of Undisclosed Liabilities.

(a) The Lineage Financial Statements fairly present, in all material respects, the financial condition of Lineage as of the referenced dates and the results of operations of Lineage for the periods presented, subject, in the case of the Interim Financial Statements, to normal adjustments (which are not individually or in the aggregate material) and the lack of footnotes, and (ii) except as set forth on Schedule 8.17(a), have been prepared from the books and records of Lineage in accordance with IFRS applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto).

(b) Except as set forth in Schedule 8.17(b), Lineage has no material liability or obligation (absolute, accrued, contingent, or otherwise), including any capital lease obligations, except such liabilities or obligations as are (i) set forth or described on any other Schedule of this Agreement, (ii) reserved against or reflected in the balance sheet included in the Interim Financial Statements, (iii) of a nature not otherwise required pursuant to IFRS to be reserved against or reflected therein, and/or (iv) as have been incurred in the Ordinary Course of Business since the date of the Lineage Financial Statements.

8.18 No Material Adverse Effect; Absence of Changes.

(a) To the knowledge of Lineage, except as set forth on Schedule 8.18(a) since the Lineage Financial Statement Date (i) there has not been any effect, change or circumstance which, individually or in the aggregate, has or had, or would reasonably be expected to result in, a Material Adverse Effect and (ii) Lineage has in all material respects conducted their business in the Ordinary Course of Business, including, without limitation, (A) making capital expenditures; (B) paying accounts payable and collecting accounts receivable consistent with past practice; and (C) paying the compensation of Employees in the ordinary course consistent with past payroll practice.

(b) To the knowledge of Lineage, since the Lineage Financial Statement Date, through the date of this Agreement, except as set forth on Schedule 8.18(b):

(i) Lineage has not experienced any damage, destruction, or loss involving at least $5,000 per occurrence (whether or not covered by insurance) to any of its assets or property;

(ii) Lineage has not (A) made any redemptions of, or declared or paid any dividends or distributions in respect of, its equity interests, (B) increased the salary of any present or former director, member, manager, officer or employee whose annual compensation is in excess of $75,000 per year, (C) granted any severance or termination pay to any present or former director, member, manager, officer or employee, except for any existing severance plans or agreements, (D) loaned or advanced money or other property to any present or former director, officer or employee, (E) established, adopted, entered into, amended or terminated any Benefit Plan (other than ordinary at-will employment agreements), or (F) granted any equity or equity-based awards;

(iii) Other than as set forth in Section 1.6, Lineage has not (A) incurred any Indebtedness in excess of $50,000, (B) granted any Lien upon any of its assets, or (C) provided for any increase in the amount payable by Lineage under any credit or loan agreement to which Lineage is a party;

(iv) Lineage has not sold, transferred, assigned, encumbered or abandoned any Lineage Intellectual Property or granted any license or sublicense of any rights under or with respect to any items of Intellectual Property owned by Lineage, except non-exclusive licenses or sublicenses in the Ordinary Course of Business;

(v) except as set forth on Schedule 8.18(b)(v), Lineage has not made or committed to make any capital expenditure (or series of related capital expenditures) that remains unpaid;

(vi) Lineage has not made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person;

(vii) Lineage has not have entered into any employment contract or collective bargaining agreement (other than ordinary course at-will employment arrangements), or modified in any material respect the terms of any existing contract of Lineage;

(viii) Lineage has not canceled any debts owed to or claims held by it (including the settlement of any claims or litigation) other than in the Ordinary Course of Business;

(ix) Lineage has not changed any method or principle of accounting except to the extent required by Law; and

(x) Lineage has not committed to do any of the foregoing.

8.19 Tax Matters. Except as set forth in Schedule 8.19:

(a) Lineage (i) has timely filed, or has had timely filed on its behalf, all Tax Returns required to have been filed and all such Tax Returns are true and correct in all material respects, and (ii) has directly, or has had on its behalf, paid or withheld all Taxes required to be paid or withheld by it (including without limitation all estimated Taxes and Tax installments).

(b) Lineage has timely withheld, collected and deposited all Taxes required to be withheld, collected or deposited, as the case may be, to the extent required (including Tax liabilities arising from the application of IRC280E), and such Taxes have been paid to the relevant Governmental Authority.

(c) There are no outstanding waivers or extensions of any statute of limitations filed with any Governmental Authority responsible for assessing or collecting Taxes in respect of any Tax Return of Lineage.

(d) There is no Action, audit or assessment pending or, to the knowledge of Lineage, proposed with respect to any liability for Tax, or with respect to any Tax Return, of Lineage.

(e) No Liens have been filed by any Tax Authority with respect to the assets of Lineage, except Liens for Taxes not yet due and payable.

(f) Within the past six (6) years, no claim has been made by a Governmental Authority in a jurisdiction where Lineage does not file Tax Returns that Lineage is or may be subject to taxation by that jurisdiction.

(g) Lineage is not nor has ever been a member of any an affiliated group within the meaning of Section 1504(a) of the Code, or any similar affiliated, consolidated or combined group for income Tax purposes under state, local or foreign Law (other than a group the common parent of which is Lineage), and Lineage does not have any liability for Taxes of any Person under United States Treasury Regulation Section 1.1502-6 or any similar provision of state, local or non-U.S. Law as a transferee or successor, by contract or otherwise.

(h) Lineage is not a party to, and is not bound by, and has no obligation under, any tax allocation or sharing agreement or similar contract or arrangement or any agreement that obligates it to make any payment computed by reference to the Taxes, taxable income or taxable losses of any Person.

(i) Lineage will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any Taxable Period (or portion thereof) ending after the Closing Date as a result of any (A) change in method of accounting for a Taxable Period ending on or prior to the Closing Date, (B) installment sale or open transaction disposition made on or prior to the Closing Date, (C) prepaid amount received on or prior to the Closing Date, (D) elections under Section 108(i) of the Code, (E) any closing agreement pursuant to Section 7121 of the Code or any similar provision of state, local or non-U.S. Law, or (F) as a result of the application of any of Section 78 or Sections 80-80.04 of the Income Tax Act (Canada) or similar provisions of any provincial taxing statute.

8.20 Employee Benefits and Related Matters.

(a) Set forth on Schedule 8.20(a) is a list of all Benefit Plans. With respect to each Benefit Plan, Lineage has provided to FLRish a true, correct, current, and complete (in all material respects) copy of each such Benefit Plan and, to the extent applicable, (i) any related trust agreement or other funding instrument; (ii) the most recent IRS favorable determination or opinion letter; (iii) any summary plan description and any material modifications thereto; (iv) a summary of any proposed amendments or changes anticipated to be made to the Benefit Plan at any time within the twelve (12) months immediately following the date hereof (other than any amendments required to be made by law); (v) for the three (3) most recent years, to the extent any exist: (A) financial statements and (B) actuarial valuation reports; and (vi) a written description of any non-written Benefit Plan.

(b) All Benefit Plans have been maintained, in all material respects, in accordance with their terms and with all provisions of ERISA, the Code (including rules and regulations thereunder) and other applicable federal and state laws and regulations and neither Lineage nor any "party in interest" or "disqualified person" with respect to the Benefit Plans has engaged in a non-exempt "prohibited transaction" within the meaning of Section 4975 of the Code or Section 406 of ERISA. Neither Lineage, the applicable named fiduciary nor, to the knowledge of Lineage, any other fiduciary has any liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any Benefits Plan.

(c) All Benefit Plans which are intended to qualify under Section 401(a) of the Code (i) so qualify and any trusts maintained pursuant thereto are exempt from federal income taxation under Section 501 of the Code and (ii) are the subject of a timely favorable determination letter from the IRS (or can rely on a determination letter obtained by a prototype or volume submitter plan sponsor) covering all of the provisions applicable to the Benefit Plan for which determination letters are currently available or has a remaining period of time under applicable regulations or IRS pronouncements in which to apply for such letter. No fact or event has occurred since the date of the last such determination letter or letters which would reasonably be expected to result in the revocation of the determination(s) set forth therein.

(d) No event has occurred and no condition exists that would reasonably be expected to subject Lineage either directly or by reason of its affiliation with any ERISA Affiliate to any material tax, fine, lien, penalty or other liability imposed by ERISA, the Code or other applicable laws, rules and regulations with respect to any Benefit Plan.

(e) None of the Benefit Plans provide for post-employment life or health insurance, benefits or coverage for any participant or any beneficiary of a participant, except as may be required under COBRA and at the expense of the participant or the participant's beneficiary. Lineage has complied in good faith with the Genetic Information and Nondiscrimination Act of 2008 and with the notice and continuation requirements of Section 4980B of the Code, COBRA, Part 6 of Subtitle B of Title I of ERISA, and with the Health Insurance Portability Accountability Act and the regulations thereunder and each such Benefit Plan that is a group health plan (within the meaning of Section 5000(b)(1) of the Code) complies with the provisions of the Patient Protection and Affordable Care Act and Section 105(h) of the Code.

(f) There are no Actions pending or threatened in writing (other than routine uncontested claims for benefits and qualified domestic relations, medical or child support orders) involving any Benefit Plans, related trust or funding medium thereunder or involving any sponsor or other fiduciary thereof, and, to the knowledge of Lineage, no facts or circumstances exist that could give rise to any such Actions. No administrative investigation, audit or other administrative proceeding by the Department of Labor, the IRS or other Governmental Agency is pending, in progress, or threatened in writing, in connection with any Benefit Plan.

(g) Except as set forth on Schedule 8.20(g), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment becoming due to any employee (current, former or retired) of Lineage, (ii) increase any obligations or benefits otherwise payable under any Benefit Plan or (iii) result in the acceleration of the time of payment or vesting of any such benefits under any such plan.

(h) None of the Benefit Plans is a "multiemployer plan" (as defined in Section 4001(a)(3) or 3(37) of ERISA), a defined benefit plan described in Section 3(35) of ERISA, a "multiple employer welfare arrangement" described in ERISA Section 3(40), a multiple employer plan described in Code Section 413, or a plan subject to the funding obligations of Part 3 of title I of ERISA or Code Section 412, and Lineage has not at any time sponsored or contributed to, or has or had any liability or obligation in respect of, any of the foregoing.

(i) Each Benefit Plan and any other contract or arrangement with respect to which L has any liability and, in each case, that is a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(l) of the Code) complies in form and operation with applicable guidance under Section 409A of the Code.

8.21 Material Contracts.

(a) All Material Contracts of Lineage have been publicly filed on SEDAR. Except, as set forth on Schedule 8.21, Lineage is not in receipt of any written claim of any, nor is it otherwise in, breach in any material respect of or (with or without notice or lapse of time or both) default in any material respect under any Material Contract and, to the knowledge of Lineage, no other party to any Material Contract is in breach in any material respect of or (with or without notice or lapse of time or both) default in any material respect under any Material Contract. Each of the Material Contracts is a valid and binding obligation of Lineage and, to the

knowledge of Lineage, each other party thereto, is in full force and effect, and is enforceable by Lineage and, to the knowledge of Lineage, each other party thereto, in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws from time to time in effect which affect creditors' rights generally, or (ii) legal and equitable limitations on the availability of specific remedies. No party to a Material Contract has provided notice to Lineage that it plans to terminate or materially reduce its business with Lineage.

8.22 Insurance.

(a) Set forth on Schedule 8.22 a list of all insurance policies, bonds, and insurance risk arrangements currently maintained by Lineage.

8.23 Employees/Consultants.

(a) Except as set forth in Schedule 8.23(a), Lineage is not a party to any collective bargaining agreement, contract or other legally binding commitment with any trade union or other labor organization in respect of or affecting employees, nor is it currently engaged in any negotiation with any trade union or other labor organization. No labor union or similar labor organization represents or, to the knowledge of Lineage, claims to represent any employee of Lineage. During the past three (3) years, there has not been any representation proceeding or petition seeking a representation proceeding and no trade union has applied or threatened in writing to apply to be certified as the bargaining agent of any employee. Within the past three (3) years, there has not been any (i) attempt to organize the employees of Lineage, or (ii) any union organization or collective bargaining activity involving any employee, nor has any such activity been threatened in writing. There are no pending (A) labor strikes, lockouts, boycotts, picketing, work stoppages, or work slowdowns nor, to the knowledge of Lineage, have any such activities been threatened in writing against or involving any employee of Lineage, or (B) unfair labor practice charges, grievances or complaints or, to the knowledge of Lineage, threatened in writing by or on behalf of any employee or group of employees of Lineage.

(b) Lineage has provided FLRish with a true and complete listing, in all material respects, of all current employees of and independent contractors performing services for Lineage, which includes their classifications (exempt/non-exempt, permanent/temporary, union/non-union, contract/leased, if applicable), their hourly rates of compensation, base salaries or other form of direct base compensation (as applicable), their total 2017 compensation and total 2018 year-to-date compensation (and any changes thereto which have been or are reasonably likely to be implemented in 2018, other than changes required by applicable Law, if any, and routine increases or increases an employee would receive in the ordinary course of Business (as presently conducted by Lineage) for changes in job duties), location of employment, accrued (but unused) vacation entitlement and the commencement date of their employment or engagement. In addition, to the extent any current employees are on leaves of absence, Lineage has provided FLRish with information indicating the nature of such leave of absence and, to the extent known to Lineage, each such employee's anticipated date of return from leave. No officer, key employee or group of employees has, to the knowledge of Lineage, indicated to any officer of Lineage any plans to terminate employment or engagement with Lineage either prior to, or in connection with the transactions contemplated herein.

(c) Lineage is in compliance in all material respects with all applicable foreign, federal, state and local laws, rules and regulations respecting employment, employment law practices, terms and conditions of employment, worker classification, tax withholding, prohibited discrimination, equal employment, fair employment practices, immigration status, employee safety and wages and hours, and in each case with respect to Employees: (i) has withheld and reported all amounts required by law or by agreement to be withheld and reported with respect to wages salaries or other payments, (ii) is not liable for any arrears of wages, severance pay or any Taxes or any penalty for failure to comply with the foregoing, and (iii) is not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any governmental authority, with respect to unemployment compensation benefits, social security of other benefits or obligations for Employees. Except as set forth in Schedule 8.23(c), there are no Actions pending or, to the knowledge of Lineage, threatened in writing against Lineage involving any of its Employees or before any Governmental Authority or body with responsibility for regulating the workplace. Lineage is not a party to, or otherwise bound by, any consent decree with any Governmental Authority relating to Employees or employment practices

(d) Except as set forth on Schedule 8.23(d) Lineage is not a party to (i) any employment agreements with any employee of Lineage regarding the payment of severance or notice required to terminate the employment relationship or (ii) any individual consulting or independent contractor agreement that cannot be terminated upon sixty (60) days' prior notice or less without penalty.

(e) All amounts due by Lineage to any Employees (including any applicable extensions) for all salary, wages, bonuses, commissions, profit sharing, vacation, contributions to Benefit Plans, paid time off, sick days and/or vacation (to the extent applicable) have been remitted and paid in a timely fashion in accordance with all applicable Laws and the terms of any applicable Benefit Plan.

(f) Except as would not reasonably be expected to result in a material liability to Lineage, all Persons classified at any time by Lineage as independent contractors or as self-employed do satisfy and have satisfied the requirements of any applicable Law to be so classified.

8.24 Environmental.

(a) Lineage has disclosed and made available to FLRish true and correct copies of (i) all "Phase I" environmental site assessment reports in the possession or control of Lineage with respect to the Lineage Leased Real Property and (ii) all material records and correspondence in the possession or control of Lineage relating to Environmental Matters with respect to the Lineage Leased Real Property, and/or the business of Lineage and prepared for, received from or submitted to applicable Governmental Authorities.

(b) Except as set forth in Schedule 8.24(b) Lineage has not received written notice within the last five (5) years alleging that it (i) is or might be potentially responsible for any presence or material Release with respect to the Lineage Leased Real Property, or the business of Lineage, (ii) has generated, transported or disposed of any Hazardous Substance that has been found at any site at which any Person has conducted a remedial investigation, removal

or other response action pursuant to any Environmental Law, or (iii) is or might be potentially responsible for any material costs arising under, or is or has been in violation in any material respect of, Environmental Laws.

(c) Schedule 8.24(c) sets forth a list of all material Environmental Permits held by Lineage, each of which is in full force and effect. Such material Environmental Permits constitute all the licenses and permits required under the Environmental Laws in connection with the conduct of the Lineage Business as presently conducted.

(d) To the knowledge of Lineage, Lineage is not now, nor has it been at any time during the past five (5) years, in any material non-compliance with Environmental Laws or Environmental Permits.

(e) Lineage (i) has not entered into or agreed to any court decree or order, (ii) is not subject to any judgment relating to compliance with any Environmental Law or to investigation or cleanup of Hazardous Substances under any Environmental Law, and (iii) has not received any claims or written notices or entered into any negotiations or agreements raising any other environmental liability or obligation under Environmental Laws.

(f) To the knowledge of Lineage, (i) no portion of the Lineage Leased Real Property has been used for the handling, manufacturing, processing, storage, use, treatment, generation or disposal of Hazardous Substances; and (ii) there have been no releases or threatened releases of Hazardous Substances on, upon, into, or from any Lineage Leased Real Property.

8.25 Compliance with Laws; Permits.

Schedule 8.25 sets forth a list of all material permits, licenses, registrations and government authorizations (including those required by any Governmental Authority) ("Lineage Permits") held by Lineage, excluding Environmental Permits and permits posted at each Lineage location as required by Law. Except as set forth in Schedule 8.25 and except for the Federal Law Prohibition, to the knowledge of Lineage: (i) Lineage is currently in compliance in all material respects with all applicable Laws, and (ii) Lineage is in possession of all Permits required under applicable Law for the current operation of the Lineage Business and is in compliance with the requirements and limitations included in such Permits, except in case of each of (i) and (ii) where the failure to comply or possess would not interfere in any material respect with the conduct of the Business as currently conducted by the Lineage or otherwise be material to Lineage. Within the last three (3) years, Lineage has not received written notice of any Actions, nor to the knowledge of Lineage have any Actions been threatened, to the revoke, suspend, cancel or materially modify any such Permits. Except as otherwise set forth on Schedule 8.25, the consummation of the transactions contemplated by this Agreement and the other Transaction Documents will not cause any such Permits to be revoked, suspended, canceled or modified, provided that nothing in this Section 8.25 or in any other representation, warranty or covenant of Lineage hereunder or under any other Transaction Document will be construed as a representation, warranty or covenant regarding requirements for Permits as it relates to the business to be conducted by Lineage following the Closing.

8.26 Final Registration.

Lineage has obtained all local and state permits, licenses and any similar authority necessary to conduct cannabis cultivation in Oregon (the "Lineage Cannabis Permits"). Each Permit is in full force and effect and Lineage is not in violation of or default under any Permit in any material respect. Lineage has not engaged nor will it engage in activities that may be viewed as contradictory to the federal government's stated cannabis-related enforcement priorities.

ARTICLE IX
ADDITIONAL AGREEMENTS

9.1 Resulting Issuer's Purchase of Assets. The Parties hereby agree that post the Closing of the Merger, to the extent not purchased by Lineage prior to the Closing and if there is no change to such assets which results in a Material Adverse Effect, the Resulting Issuer shall use commercially reasonable efforts to purchase the following assets for the consideration as specified in this Section 9.1 (collectively, the "Resulting Issuer Additional Acquisitions"). In connection with the completion of the Resulting Issuer Additional Acquisitions, additional Subordinate Voting Shares shall be issued at the time of the conversion of the Lineage Series A Special Shares, Lineage Series B Special Shares and Lineage Series C Special Shares, as applicable, that were previously issued to the holders of Lineage Common Shares as of the Record Date, as set forth in Sections 1.1 and 1.2 (collectively, the "Lineage Additional Acquisition Shares"). In addition, Resulting Issuer shall issue Subordinate Voting Shares (or a combination of Subordinate Voting Shares and Multiple Voting Shares as determined by the Resulting Issuer in its sole discretion) replacing the Lineage Common Shares issuable to the sellers of the assets (collectively, the "Additional Sellers") as set forth below.

(a) Purchase of one hundred percent (100%) of the membership interests of Walnut Oaks, LLC d/b/a Agris Farms, which possess a cultivation facility in Yolo County, California (the "Agris Purchase"), on the following terms:

(i) Consideration Payable:

(1) USD$6,600,000 payable on closing, comprised of (A) USD$2,148,880 payable to the Additional Sellers pro rata by issuance of Subordinate Voting Shares and/or Multiple Voting Shares, as determined by the Resulting Issuer, at CAD$6.90 per Subordinate Voting Share and CAD$69.00 per Multiple Voting Share; (B) the assumption of liabilities in the aggregate amount of USD$2,951,120, comprised of USD$1,500,000 senior note to be repaid by Agris Farms from subscription proceeds received by Agris Farms from Lineage to subscribe for USD$1,500,000 worth of Agris Farms membership interest units and a loan made by a shareholder to Agris Farms in the amount of USD$1,451,120 of which Lineage and/or the Resulting Issuer shall have paid USD$451,120 in cash and Resulting Issuer shall issue a Resulting Issuer convertible note in the principal amount of USD$1,000,000 at a conversion price equal to the FLRish Share Price); and (C) the grant of a first lien security interest in the assets of Agris Farms and the grant of a put option by the Resulting Issuer in favor of the holder of a USD$1,500,000 subordinated note whereby the note holder may choose to convert such subordinate note into a Resulting Issuer convertible note (subject to acceleration of conversion if the 30 day VWAP Subordinate Voting Shares exceeds CAD$9.62 per share) convertible into a

unit of one Subordinate Voting Share and one half a warrant at a conversion price of CAD$7.945 per unit with the warrant exercise price of CAD$10.45; and

(2) an earn-out payment, if any, payable to the Additional Sellers, on a pro rata basis, in the amount of six times (6x) of any EBITDA in excess of $1.1 million during the period of May 1, 2018 to April 30, 2019.

(ii) Resulting Issuer will also pay to FMICA a fee of CAD$351,120 with respect to the Agris Purchase, payable on completion of the Agris Purchase, which shall be paid by the issuance of 50,887 Subordinate Voting Shares at the FLRish Share Price.

(b) One hundred percent (100%) of the assets of Lucrum Enterprises, Inc. (d/b/a Lux, the owner of a licensed dispensary in San Jose, California) and its related companies, including American Redstone, Inc., through the acquisition of Altai Partners, LLC's interest in same (the "Lux Purchase"), on the following expected terms:

(i) Consideration Payable:

(1) USD$5,400,000 payable on or prior to closing, comprised of (1) USD$1,950,000 payable to the Additional Sellers pro rata in cash of which USD$1,650,000 has been advanced by Lineage prior to the Effective Date; (2) USD$3,450,000 payable to the Additional Sellers (or as the Additional Sellers may direct) pro rata by issuance of Subordinate Voting Shares at a per share price of CAD$8.36; and

(2) CAD$412,500 bonus payment payable to the Additional Sellers (or as the Additional Sellers may direct) pro rata by issuance of Subordinate Voting Shares and/or Multiple Voting Shares, as determined by the Resulting Issuer, at the Resulting Issuer Share Price.

(3) USD$104,000 payment to unrelated parties in the form of Subordinated Voting Shares at the FLRish Share Price and cash payment of USD$50,000.

(ii) Resulting Issuer will also pay to FMICA a fee of CAD$177,255 with respect to the Lux Purchase, payable on completion of the Lux Purchase, which shall be paid by the issuance of 25,689 Subordinate Voting Shares at the FLRish Share Price.

9.2 Transaction Expenses. Except as otherwise set forth in this Agreement or any other Transaction Document, each party hereto will bear its own expenses with respect to this transaction and the preparation and execution of this Agreement.

9.3 Continuity of Business Enterprise and Tax Treatment of the Merger. Lineage will continue at least one significant historic business line of FLRish, or use at least a significant portion of FLRish's historic business assets in a business, in each case within the meaning of United States Treasury Regulation Section 1.368-1(d), except that Lineage may transfer FLRish's historic business assets to a corporation that is a member of Lineage's "qualified group," within the meaning of United States Treasury Regulation Section 1.368-1(d)(4)(ii). It is intended by the Parties hereto that the Merger and the payment of the FLRish Merger Consideration shall qualify as a reorganization described in Section 368(a)(1) of the Code and

the Parties agree to take no action, nor fail to take any action, which action or failure may jeopardize such qualification. It is intended by the Parties hereto that the Merger will be treated as an inversion transaction under Section 7874 of the Code, and, as such, Lineage will be treated as a "domestic corporation" under Section 7874(b) of the Code ("Intended Tax Treatment"). The Parties agree to take no action, nor fail to take any action, which action or failure may jeopardize such Intended Tax Treatment.

9.4 Cooperation on Tax Matters. Lineage, the Companies, and the Surviving Company will cooperate fully, as and to the extent reasonably requested by any of them, in connection with the filing of Tax Returns pursuant to this Section 9.4 and any Tax Audit. Such cooperation will include the retention and (upon the other party's request) the prompt and timely provision of records and information which are reasonably relevant to any such Tax Return or Tax Audit and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Lineage agrees to, and to cause the Companies and the Surviving Company to retain all books and records with respect to Tax matters pertinent to any pre-Closing Tax Return until the expiration of the statute of limitations (and, to the extent notified by Lineage or the Seller Representative, any extensions thereof) of the respective Taxable Periods, and to abide by all record retention agreements entered into with any Tax Authority.

9.5 Efforts to Consummate; Further Assurances; Transition Assistance. Subject to the terms and conditions herein provided and absent any changes to the target of the transactions which would result in a Material Adverse Effect to such target, the Parties will do or cause to be done all such acts and things as may be reasonably necessary, proper or advisable, consistent with all applicable Laws, to consummate and make effective the transactions contemplated hereby as soon as reasonably practicable. Time is of the essence with respect to the performance of each of the Parties' duties and obligations in this Agreement and all of its ancillary documents, related obligations and commitments. Notwithstanding the foregoing, in the event that there is: (i) a specific legal prohibition of the transaction contemplated herein (other than the general illegality of cannabis sales); (ii) a *force majeure* under Delaware law; or (iii) a failure to satisfy the conditions to the Closing provided at Article V or Article VI herein; the Parties agree and acknowledge that they will not be obligated to consummate the transactions contemplated herein; so long as the Parties are first unable to resolve a solution through prompt, good faith best efforts at cooperation. In the event off such a termination, then either party may by notice terminate this Agreement and the Parties will cooperate promptly to terminate the dealings under this Agreement, and return their respect businesses to the *status quo ante.* No such termination that is predicated on a breach by one Party – e.g., failure to satisfy conditions to the Closing – will foreclose the election of remedies, including (for example, and solely by way of illustration) proceeding with closing and pursuit of indemnification or breach damages.

9.6 No Solicitation.

(a) During the Interim Period, FLRish, on its own behalf and on behalf of each of its Subsidiaries, will not directly or indirectly, solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding,

constituting or that which may reasonably be expected to lead to any activity, arrangement or transaction or proposal of any activity or solicitation in opposition to or in competition with the Merger, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Merger, including, without limitation, allowing access to any third party (other than its representatives) to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations or with the prior written consent of Lineage. In the event FLRish or any of its affiliates, including any of their officers or directors, receives any form of offer or inquiry in respect of the foregoing, FLRish shall forthwith (in any event within one business day following receipt) notify Lineage of such offer or inquiry and provide Lineage with such details as it may reasonably request.

(b) During the Interim Period, Lineage, on its own behalf and on behalf of each of its Subsidiaries, will not directly or indirectly, solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that which may reasonably be expected to lead to any activity, arrangement or transaction or proposal of any activity or solicitation in opposition to or in competition with the Merger, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid,", for securities or assets of Lineage, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Merger, including, without limitation, allowing access to any third party (other than its representatives) to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event Lineage or any of its affiliates, including any of their officers or directors, receives any form of offer or inquiry in respect of the foregoing, Lineage shall forthwith (in any event within one business day following receipt) notify FLRish of such offer or inquiry and provide FLRish with such details as it may reasonably request.

9.7 Actions Requiring the Consent of Lineage. During the Interim Period, FLRish shall not be permitted to, directly or indirectly, without the consent of Lineage, to take any of the following actions, other than in connection with the Resulting Issuer Additional Acquisitions, the Bridge Loan, and in connection with the Merger:

(a) except as expressly permitted herein, issue any debt, equity or other securities other than the issuance in the ordinary course of any new stock options to acquire FLRish Shares pursuant to FLRish's existing stock option plan and upon the exercise or conversion of any currently outstanding securities, or declare or pay any dividends or distribute any property or assets to FLRish Shareholders;

(b) other than in connection with transactions forming part of the Additional Transaction Value, incur indebtedness in excess of $500,000 other than in the Ordinary Course of Business; provided that FLRish may obtain bridge financing or financing that is convertible into the Convertible Financing in an amount not to exceed $2,500,000;

(c) make loans, advances or other payments in excess of $500,000, other than in the ordinary course of business (including routine advances or payments to directors, officers,

employees or consultants of FLRish for expenses incurred on behalf of FLRish) or as required in connection with the transactions contemplated hereby; or

(d) dispose of any of FLRish's properties or assets other than in the ordinary course of business and in connection with the transactions contemplated hereby;

(e) alter or amend FLRish's articles of incorporation in any manner, except as required to give effect to the matters contemplated herein.

9.8 Actions Requiring the Consent of FLRish. During the Interim Period, Lineage shall not be permitted to, directly or indirectly, without the consent of Lineage, to take any of the following actions excluding the actions set of in Article I and in connection with the Merger:

(a) except as expressly permitted herein, issue any debt, equity or other securities and other than the issuance in the Ordinary Course of Business of any new stock options to acquire Lineage Common Shares pursuant to Lineage's existing stock option plan and upon the exercise of any currently outstanding securities, or declare or pay any dividends or distribute any property or assets to Lineage's Shareholders;

(b) borrow money or incur any indebtedness, convertible or otherwise, in excess of CAD$100,000, other than in the Ordinary Course of Business, and as contemplated herein;

(c) make loans, advances or other payments in excess of CAD$100,000, other than in the Ordinary Course of Business (including routine advances or payments to directors, officers, employees or consultants of Lineage for expenses incurred on behalf of Lineage) or as required in connection with the transactions contemplated herein or in connection with any intercompany loans;

(d) dispose of any of Lineage's properties or assets other than in the Ordinary Course of Business and in connection with the transactions contemplated hereby or enter into any transaction or material contract which is not in the ordinary course of business other than the sale of any of the Canadian Assets, or engage in any business or enterprise activity material different for the Lineage Business as of the date of this Agreement; or

(e) alter or amend Lineage's articles of incorporation in any manner, except as required to give effect to the matters contemplated herein.

9.9 Governmental Filings. Lineage shall maintain good standing on the exchange(s) upon which it is traded and shall files all the required filings in a timely manner.

9.10 Use of Corporate Names. The Parties acknowledge that, after the Closing, Lineage and the Surviving Company intend to continue to operate the Business under the corporate name of the Companies.

9.11 Escrow Agreements. Each holder of Lineage Common Shares listed on Schedule 9.11 shall agree to be subject to transfer restrictions in accordance with the terms of the Escrow Agreement as set forth in Section 4.2(b).

9.12 Directors and Officers of Resulting Issuer After the Merger. The parties shall take all necessary action so that the persons listed in Schedule 9.12 hereto are appointed and elected to the positions of officers and directors of Resulting Issuer, as the case may be, as set forth therein, to serve in such positions effective immediately after the Closing. If any Person listed in Schedule 9.12 hereto becomes, prior to the Closing, unable to serve, the party (or parties, as applicable) designating such Person (as noted on Schedule 9.12 hereto) shall designate a successor.

9.13 Representation Letters. Each of the Controlled Entities shall have delivered the Representation Letters to Lineage in form and substance reasonably acceptable to Lineage prior to the filing of the Listing Statement on SEDAR.

9.14 Resulting Issuer Additional Acquisitions.

(a) Subject to the terms of the agreements with respect to the Resulting Issuer Additional Acquisitions, subsequent to the Closing, FLRish shall have the right to control matters relating to the operation of the Resulting Issuer, and FLRish agrees that Resulting Issuer shall use commercially reasonable efforts to complete the Resulting Issuer Additional Acquisitions and the conversion of the Lineage Special Shares into Subordinate Voting Shares.

(b) Notwithstanding anything else in this Agreement, if the Resulting Issuer terminates either of the Resulting Issuer Additional Acquisitions for reasons other than (i) the failure to receive regulatory approval for the applicable Resulting Issuer Additional Acquisition prior to 180 days after the Closing; (ii) the discovery of an undisclosed Material Adverse Effect of at least ten percent (10%) of the total applicable purchase price for the applicable Resulting Issuer Additional Acquisition (which, with respect to the Lux Purchase, shall not include the potential litigation of Lux with respect to litigation titled White Wolf Farms v. American Redstone, Yolo County Superior Court Case No. CV18-848 and any associated matters), or (iii) the amount of the consideration for the Resulting Issuer Additional Acquisitions is in excess of the amounts set forth in Sections 9.1(a) or 9.1(b), then the Lineage Series B Special Shares with respect to the Lux Purchase and the Lineage Series C Special Shares with respect to the Agris Purchase shall automatically be converted into Subordinate Voting Shares on the date of the termination of the applicable Resulting Issuer Additional Acquisition.

9.15 Further Actions. All parties shall use their commercially reasonable best efforts to take such actions as are necessary to fulfill their obligations under this Agreement.

ARTICLE X
INDEMNIFICATION AND TERMINATION

10.1 Survival. The representations, warranties, covenants and other agreements set forth in this Agreement or in any certificate or other writing delivered in connection with this Agreement will terminate as of the Closing.

10.2 Indemnification.

(a) Resulting Issuer will provide each individual who served as a director or officer of FLRish at any time prior to the Effective Time with liability insurance for a period of

60 months after the Effective Time no less favorable in coverage and amount than any applicable insurance in effect immediately prior to the Effective Time.

(b) FLRish, as the Surviving Company in the Merger, will observe any indemnification provisions now existing in the certificate of incorporation or bylaws of FLRish for the benefit of any individual who served as a director or officer of FLRish at any time prior to the Effective Time.

(c) Resulting Issuer will indemnify each individual who served as a director or officer of FLRish at any time prior to the Effective Time from and against any and all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including all court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, relating to, in the nature of, or caused by this Agreement or any of the transactions contemplated herein.

10.3 Termination of Agreement. Either Lineage or FLRish may terminate this Agreement with the prior authorization of its board of directors (whether before or after stockholder approval) as provided below:

(a) the Parties may terminate this Agreement by mutual written consent at any time prior to the Effective Time;

(b) Lineage may terminate this Agreement by giving written notice to FLRish at any time prior to the Effective Time (i) in the event FLRish has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, Lineage has notified FLRish of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (ii) if the Closing shall not have occurred on or before April 30, 2019, by reason of the failure of any condition precedent under Article V hereof (unless the failure results primarily from Lineage breaching any representation, warranty, or covenant contained in this Agreement);

(c) FLRish may terminate this Agreement by giving written notice to Lineage at any time prior to the Effective Time (i) in the event Lineage has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, FLRish has notified Lineage of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (ii) if the Closing shall not have occurred on or before April 30, 2019, by reason of the failure of any condition precedent under Article VI hereof (unless the failure results primarily from FLRish breaching any representation, warranty, or covenant contained in this Agreement);

(d) FLRish may also terminate this Agreement by giving written notice to Lineage at any time prior to the Effective Time in the event FLRish's board of directors concludes that termination would be in the best interests of FLRish and its stockholders; or

(e) any Party may terminate this Agreement by giving written notice to the other Party at any time after the required meeting of the shareholders of each of Lineage and FLRish, respectively, to approve this Agreement and the Merger, in the event this Agreement

and the Merger fail to receive the Requisite Lineage Shareholder Approval or the Requisite FLRish Stockholder Approval respectively.

10.4 Effect of Termination.

(a) If any Party terminates this Agreement pursuant to Section 10.3, all rights and obligations of the Parties hereunder shall terminate without any liability of any Party to any other Party (except for any liability of any Party then in breach).

(b) Lineage agrees that if this Agreement shall be terminated by FLRish pursuant to Section 10.3(c) and at the time of such termination (i) the conditions set forth in Article V have been and remain satisfied (other than certificates, opinions, or other documents which are to be delivered at Closing and are ready to be delivered by FLRish) and (ii) Lineage shall have failed to consummate the Merger, then Lineage shall pay the Reverse Termination Fee in immediately available funds, as directed by FLRish in writing, and such payment shall be FLRish' s sole and exclusive remedy against Lineage, Merger Sub, and any of their respective former, current, and future direct or indirect equity holders, controlling Persons, stockholders, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners, or assignees.

ARTICLE XI
DEFINITIONS

11.1 Definitions. In addition to the words and terms defined elsewhere in this Agreement, the following words and terms will have the following meanings, respectively, unless the context clearly requires otherwise:

"Action" means any claim, demand, charge, complaint, allegation, action, suit, litigation, arbitration, proceeding, inquiry, audit or investigation including whether by or in front of any Governmental Authority or court of competent jurisdiction.

"Additional Sellers" shall have the meaning set forth in Section 9.1.

"Additional Transaction Value" means any FLRish stock issued prior to the Effective Time in transactions to purchase additional assets after the execution of this Agreement, valued at a per share value of CAD$6.90, which amount shall not exceed in the aggregate CAD$10,000,000 or such other amount as may be agreed to by FLRish and Lineage.

"Adverse Consequences" means all actions, suits, proceedings, third-party investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, penalties, fines, costs, amounts paid in settlement, Liabilities, Taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses; provided, that Adverse Consequences (a) will not include punitive damages unless such punitive damages are payable to third parties or to Governmental Authorities and (b) will not include special, consequential, incidental, indirect, punitive, exemplary, or other non-direct damages.

"Affiliate" will have the definition as codified at 17 C.F.R. §230.405 (Rule 405), which provides in relevant part: "[a]n affiliate of, or person affiliated with, a specified person, is a

person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified."

''Agreement" has the meaning set forth in the preamble of this Agreement.

"Agris Purchase" shall have the meaning set forth in Section 9.1(a).

"Airfield" shall mean Captain Kirk Services dba Airfield Supply Co., a California corporation.

"Airfield Purchase" shall mean the purchase by FLRish, subject to certain conditions and entering into definitive agreements, FLRish would acquire all of the shares of Airfield and accordingly, the acquisition of all of the assets of Airfield for an anticipated purchase price of USD$41,800,000.

"Airfield LOI" shall mean the letter of intent dated October 1, 2018 by and between FLRish and Airfield.

"Altai" means Altai Partners LLC, a Delaware limited liability company.

"Announcement" means the public announcement of the Merger.

"Applicable Business Laws" means respectively, those laws which may apply to the Parties in the conduct of the Merger, and include the California General Corporation Law and the Delaware General Corporation Law.

"Assumed Debt" means the taxes, trade payables and fees and other Indebtedness set forth on Schedule 5.7 to this Agreement.

"Benefit Plan" means (a) any "employee benefit plan" as defined in Section 3(3) of ERISA, or (b) any other employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, salary continuation, change in control, retention, executive compensation, deferred compensation, excess benefit, severance or termination pay or benefits, vacation, pension, retirement, stock option, stock purchase, stock appreciation, equity or equity-based incentive, health, welfare, cafeteria, educational assistance, medical, dental, disability, life insurance or any similar plan, program, arrangement or practice, in either case (a) or (b), whether written or oral, funded or unfunded, insured or self-insured, and whether or not subject to ERISA, maintained by the Company or to which the Company contributed or is obligated to contribute for any current or former employee, officer, director or consultant of the Company or any of its ERISA Affiliates or with respect to which the Company has any liability, contingent or otherwise.

"Bridge Loan" has the meaning set forth in Section 1.6.

"Business Day" means any day of the year other than (a) any Saturday or Sunday or (b) any statutory holiday in the State of New York.

"cannabis" means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds or resin. Such term does not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of such plant which is incapable of germination.

"CCC" shall mean the California Corporations Code, as amended.

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" has the meaning set forth in Section 4.1.

"COBRA" has the meaning set forth in Section 7.13(e).

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

"Companies" means FLRish, FLRish IP, LLC, FLRish Retail Management & Security Services, LLC, Savature, Inc. and Savaca, LLC;

"Company" has the meaning set forth in the preamble of this Agreement.

"Company Intellectual Property" means all Intellectual Property owned or licensed by the Company that is used in connection with the Business of the Company as presently conducted.

"Company Registered IP" has the meaning set forth in Section 7.8(a).

"Consultant" shall mean any individual providing (or who has in the past provided) services to Lineage or any ERISA Affiliate who is not an employee or director.

"Concurrent Financing" shall have the meaning set forth in Section 1.5.

"Concurrent Financing Price" shall have the meaning set forth in Section 1.5.

"Concurrent Financing Warrants" shall have the meaning set forth in Section 1.5.

"Conditions" means (a) the Company's representations and warranties are true, accurate and complete; (d) no Person acting jointly or in concert with a holder of FLRish Common Shares, will hold 20% or more of the issued securities of Lineage.

"Consolidation" means the consolidation of Lineage Common Shares at the Consolidation Ratio.

"Consolidation Ratio" means the ratio of that number of Lineage Common Shares (calculated by dividing the CAD$6.90 by the Lineage Share Price), for 1 post-Consolidation share.

"Controlled Entities" shall mean PMACC and its subsidiaries and SJW and its subsidiaries.

"Convertible Debentures" shall have the meaning set forth in Section 1.4.

"Convertible Debenture Warrants" shall have the meaning set forth in Section 1.4.

"Convertible Debt Financing" shall have the meaning set forth in Section 1.4.

"Converted FLRish Derivative Security" shall have the meaning set forth in Section 2.7(a).

"Covenants" has the meaning set forth in Section 12.15(g).

"CSE" has the meaning set forth in the Recitals of this Agreement.

"Debenture Indenture" shall mean the debenture indenture governing the terms of the Convertible Debentures dated October 30, 2018 between FLRish and Odyssey Trust Company.

"Dissenting Shares" shall mean the FLRish Common Shares held by any shareholder of FLRish who does not vote in favor of the Merger and who has elected to exercise such holder's right to dissent from the Merger and to demand statutory dissenters' rights under Chapter 13 of the California General Corporation Law.

"Dispute" has the meaning set forth in Section 12.15(a).

"Disputing Party" has the meaning set forth in Section 12.15(a).

"DOH" means the California State Department of Health.

"Effective Time" has the meaning set forth in Section 2.2.

"Employees" means those employees employed or Consultants engaged by the Company on the Closing Date, whether full-time or part-time, including those employees who are: (a) not actively working on the Closing Date due to illness, injury, accident or other disabling condition, or (b) on short-term or long-term leave of absence or on vacation and all persons who may be considered, pursuant to applicable labor agreements or workers' compensation, employment standards or similar legislation (including The Uniformed Services Employment and Reemployment Rights Act) or otherwise at law or in equity to be employees of the Company or to have reemployment rights with the Company.

"Employment Agreements" means the Employee Agreements in the form mutually agreed to by both FLRish and Lineage, to be entered into between the Surviving Company, on the one hand, and each of the Management Team, respectively, on the other, on the Closing Date.

"Environment" means any of the following media:

(a) land, including surface land, sub-surface strata and any natural or man-made structures;

(b) water, including coastal and inland waters, surface waters, ground waters, drinking water supplies and waters in drains and sewers, surface and sub-surface strata; and

(c) air, including indoor and outdoor air.

"Environmental Laws" means all Laws, common law and Environmental Permits relating to pollution, health, safety, natural resources, the protection, preservation or remediation of the Environment or Releases of Hazardous Substances, including the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Superfund Amendments and Reauthorization Act, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, and any Law having a similar subject matter.

"Environmental Matter" means:

(a) pollution or contamination of the Environment, including, soil or groundwater contamination or the occurrence or existence of, or the continuation of the existence of, a Release of any Hazardous Substance;

(b) the treatment, disposal or Release of any Hazardous Substance;

(c) exposure of any person to any Hazardous Substance; and/or

(d) the violation of any Environmental Law or any Environmental Permit.

"Environmental Permit" means any Permit issued, granted or required under Environmental Laws, but in any event excludes business licenses and licenses held by the Company and posted at each Company location relating to its service of food and beverages.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" the Company or any of its affiliates and any trade or business (whether or not incorporated) which is or has ever been under common control, or which is or has ever been treated as a single employer, with any of them under Sections 414(b), (c), (m) or (o) of the Code.

"Escrow Agreement" has the meaning set forth in Section 4.2(b).

"Federal Law Prohibition" has the meaning set forth in Section 7.5.

"Final Registration" means the DOH has authorized FLRish, as a Registered Organization, to manufacture and dispense approved medical cannabis products in the state of New York.

"Financial Records" means the financial records of the Companies.

"Financial Statement Date" means December 31, 2017.

"Financial Statements" means, collectively, the unaudited (a) (i) statements of income, cash flows and shareholders' equity of FLRish for the fiscal years ended December 31, 2016 and December 31, 2017 and (ii) balance sheet of the Company as of December 31, 2016 and December 31, 2017, in each case together with the report and opinion, if any, of MGO LLP and (b) (i) statements of income, cash flows and stockholders' equity of the Company for the period ending June 30, 2017 and (ii) balance sheet of FLRish as of December 31, 2017 (the "Latest Balance Sheet"), all of which are attached hereto as Schedule 7.9(a). The financial statements referenced in clause (b) above are referred to herein as the "Interim Financial Statements."

"FLRish" shall mean FLRish, Inc., a California corporation.

"FLRish Acquisition" shall have the meaning set forth in Section 2.12.

"FLRish Business" shall have the meaning set forth in the Recitals of this Agreement.

"FLRish Cannabis Permits" shall have the meaning set forth in Section 7.21.

"FLRish Common Shares" means the FLRish Series A Common Stock, FLRish Series B Common Stock, FLRish Series C Common Stock and FLRish Series D Common Stock.

"FLRish Debenture Conversion" shall have the meaning set forth in Section 1.8.

"FLRish Derivative Security" shall have the meaning set forth in Section 2.7(a)..

"FLRish Merger Consideration" shall have the meaning set forth in Section 2.6(b).

"FLRish Series A Common Stock" shall mean the FLRish Series A common stock, no par value.

"FLRish Series B Common Stock" shall mean the FLRish Series B common stock, no par value.

"FLRish Series C Common Stock" shall mean the FLRish Series C common stock, no par value.

"FLRish Series D Common Stock" shall mean the FLRish Series D common stock, no par value.

"FLRish Share Price" shall mean CAD$6.90.

"FLRish Shareholders" shall mean the holders of any of FLRish Common Shares.

"FLRish Transaction Value" shall have the meaning set forth in Section 2.6(b).

"FMICA" shall mean FMI Capital Advisory, Inc.

"FMI" shall mean Foundation Markets Inc.

"Foreign Exchange Rate" shall mean CAD$1.33 for each USD$1.00.

"Fundamental Documents" means the documents by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the "Fundamental Documents" of a corporation would consist of its charter and bylaws and of a limited liability company would include its articles of organization and operating agreement.

"Governmental Authority" means any United States or Canadian, federal, state or municipal entity, government and/or any political subdivision or other executive, legislative, administrative, judicial or other governmental department, commission, court, board, bureau, agency or instrumentality (including, without limitation, any state, city or local liquor or other licensing boards, agencies or other similar entities, provided that as it relates to Intellectual Property matters only, Governmental Authority will exclude any foreign government, political subdivision or other executive, legislative, administrative, judicial or other governmental department, commission, court, board, bureau, agency or instrumentality that controls, regulates or otherwise involves Intellectual Property).

"Hazardous Substance" means, collectively, any (a) petroleum or petroleum products, or derivative or fraction thereof, radioactive materials (including radon gas), asbestos in any form that is friable, urea-formaldehyde foam insulation, and polychlorinated biphenyls and/or (b) any chemical, material, substance or waste, which is defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "restricted hazardous wastes," "contaminants," "pollutants," or terms of similar import, including materials that are deemed hazardous pursuant to any Environmental Laws due to their ignitability, corrosivity or reactivity characteristics.

"IFRS" means International Financial Reporting Standards.

"Indebtedness" means, without duplication, as of immediately prior to Closing, all obligations (including all obligations in respect of principal, accrued interest, penalties, fees, costs and premiums outstanding as of Closing) of the entity in question (a) for borrowed money (including overdraft facilities), (b) evidenced by notes, bonds, debentures or similar contracts or agreements, (c) for the deferred purchase price of property, goods or services (other than legal fees and trade payables incurred in the Ordinary Course of Business), (d) in respect of letters of credit and bankers' acceptances, (e) for contracts or agreements relating to interest rate protection, swap agreements, (f) with respect to capital leases (which the Parties agree for purposes of this Agreement excludes provisions contained in agreements with vendors that might be construed to be lease arrangements) and collar agreements, and (g) in the nature of guarantees of the obligations described in clauses (a) through (f) above of any other Person.

"Intellectual Property" means all intellectual property and intellectual property rights, including but not limited to all United States and foreign intellectual property rights, including all: (a) registered and unregistered trade names, trademarks, service marks, logos, domain names, corporate names, and other source indicators, and the goodwill associated therewith, (b) issued patents and patent applications (including provisional patent applications), (c) copyright registrations, copyright applications and copyrighted works (including software, code, applications, websites, systems, networks and databases ("Software and Systems"), (d) trade

dress, (e) trade secrets and know how, inventions, recipes, processes, techniques, technology and confidential or proprietary information; and (f) registrations, applications, continuations, continuations-in-part, divisions, renewals, extensions, re-issues, re-examinations, foreign counterparts or the equivalent for any of the foregoing.

"Intended Tax Treatment" shall have the meaning set forth in Section 9.3.

"Interim Financial Statements" will have the meaning set forth in the definition of "Financial Statements."

"Interim Period" means the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to its terms or the Closing.

"IRS" means the Internal Revenue Service.

"JAMS" has the meaning set forth in Section 12.15(a).

"Latest Balance Sheet" will have the meaning set forth in the definition of "Financial Statements."

"Law" means any law (including common law), statute, regulation, ordinance, rule, administrative guidance, order, decree, judgment, consent decree or governmental requirement enacted, promulgated, entered into or imposed by any Governmental Authority as they relate to the specific action or omission in question.

"Lease" will have the meaning set forth in Section 7.7(a).

"Leased Real Property" will have the meaning set forth in Section 7.7(a).

"Legacy Fees" shall have the meaning set forth in Section 1.10.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and whether due or to become due, regardless of when asserted.

"Lien" means any lien, pledge, security interest, charge, claim, mortgage, deed of trust, option, lease or other encumbrance.

"Lineage" shall mean Lineage Grow Company Ltd., an Ontario corporation and its Subsidiaries.

"Lineage Additional Acquisition Shares" shall have the meaning set forth in Section 9.1.

"Lineage Business" shall have the meaning set forth in the Recitals of this Agreement.

"Lineage Cannabis Permits" shall have the meaning set forth in Section 8.26.

"Lineage Circular" shall mean the management information circular of Lineage to be prepared by Lineage for the Lineage Special Meeting, which shall include items to be considered in connection with the approval of the Merger.

"Lineage Common Shares" means the class of common stock, par value $0.0001 per share, of Lineage, which shall include the Multiple Voting Shares and the Subordinate Voting Shares.

"Lineage Financial Statement Date" shall have the meaning set forth in Section 6.8.

"Lineage Financial Statements" shall have the meaning set forth in Section 6.8.

"Lineage Lease" shall have the meaning set forth in Section 8.15(a).

"Lineage Leased Real Property" shall have the meaning set forth in Section 8.15(a).

"Lineage Permits" shall have the meaning set forth in Section 8.25.

"Lineage Public Record" shall have the meaning set forth in Section 8.10.

"Lineage Registered IP" shall have the meaning set forth in Section 8.16(a).

"Lineage Series A Special Shares" means a class of preferred shares to be created by Lineage designated as Series A, with each Series A Special Share to be automatically convertible into one Lineage Common Share (subject to any adjustment based on any consolidation and reclassification of the Lineage Common Shares) for no additional consideration upon closing of the Merger, or to be redeemed automatically by Lineage without any further action of the holders at nominal value if the Merger has not been completed by April 30, 2019, having the rights and restrictions as more fully set forth in the Stock Dividend Articles of Amendment.

"Lineage Series B Special Shares" means a class of preferred shares to be created by Lineage designated as Series B, with each Series B Special Share to be automatically convertible into one Lineage Common Share (subject to any adjustment based on any consolidation and reclassification of the Lineage Common Shares) for no additional consideration upon closing of the Lux Purchase, or to be redeemed automatically without any further action of the holders by Lineage at nominal value if the Lux Purchase has not been completed by the date that is 180 days after the Closing, having the rights and restrictions as more fully set forth in the Stock Dividend Articles of Amendment.

"Lineage Series C Special Shares" means a class of preferred shares to be created by Lineage designated as Series C, with each Series C Special Share to be automatically convertible into one Lineage Common Share (subject to any adjustment based on any consolidation and reclassification of the Lineage Common Shares) for no additional consideration upon closing of the Agris Purchase, or to be redeemed automatically by Lineage without any further action of the holders at nominal value if the Agris Purchase has not been completed by the date that is 180 days after the Closing, having the rights and restrictions as more fully set forth in the Stock Dividend Articles of Amendment.

"Lineage Share Price" shall mean CAD$0.165.

"Lineage Special Meeting" shall have the meaning set forth in Section 4.4(b)(iv)(1).

"Lineage Special Shares" shall mean the Lineage Series A Special Shares, the Lineage Series B Special Shares, and the Lineage Series C Special Shares.

"Lineage Subordinate Voting Share Conversion Ratio" has the meaning set forth in Section 2.6(c)(iii).

"Listing Statement" shall mean CSE Form 2A Listing Statement to be filed by Lineage with the CSE with respect to the Transaction.

"Lux" means Lucrum Enterprises, Inc. a California corporation.

"Lux Purchase" means the purchase by Lineage of an 100% interest in Lux pursuant to a letter of intent dated March 4, 2018, among Lineage, Altai and members of Altai.

"Management Team" means the management individuals designated by FLRish.

"Material Adverse Effect" means any change, effect, or circumstance (i) that is, in actuality, materially adverse to the business, assets, operations, or financial condition of the Person or (ii) that materially and adversely affects the ability of the Person to perform its obligations hereunder or to consummate the transactions contemplated hereby; provided, that, for purposes of this Agreement, a Material Adverse Effect will not include changes to the assets, operations or financial condition of the Person to the extent resulting from (a) changes that affect the industry or markets in which the Person operates, (b) any hurricane, earthquake or other natural disasters, (c) changes in general economic, regulatory or political conditions in the United States, (d) changes in GAAP, (e) changes in the United States debt or securities markets, (f) military action or any act of terrorism, (g) changes in currency exchange rates or commodities prices, (h) compliance with the terms of this Agreement, or (i) any failure of the Person to meet projections or forecasts (provided that the underlying causes of such failure will be considered in determining whether there is or has been a Material Adverse Effect).

"Material Contracts" means all of the following: (i) partnership or joint venture agreements, (ii) debt agreements and other agreements or instruments for borrowed money, capital leases and agreements granting any Person a Lien on all or any part of the assets of the entity in question, (iii) agreements that limit or restrict the entity in question from engaging in any line or type of business or any jurisdiction or agreements to which the entity is a party restricting any other Person from engaging in any line or type of business or any jurisdiction, (iv) agreements involving the sale or purchase of substantially all of the assets or capital stock of any Person or a merger, consolidation, business combination or similar extraordinary transaction, (v) agreements granting to any Person an option or a first refusal, first-offer or similar preferential right to purchase or acquire any assets of the entity in question, (vi) agreements, purchase orders and any other purchase and sale agreements, customer agreements, service agreements, manufacture or vendor agreements, supply agreements, distribution agreements, in each case that (a) involves payments to the Company in excess of $25,000, (b) involves payments by the Company in excess of $25,000, or (c) which cannot be canceled by the entity in question without

penalty upon more than sixty (60) days prior written notice, (vii) agreements representing an ownership interest of the entity in question in any other Person, in each case including all amendments and modifications thereto, (viii) agreements involving the payment by the entity in question of any earn-out, deferred or contingent payment, or other indemnification or material obligations that remain outstanding and (ix) agreements relating to Intellectual Property. For purposes of this definition, "agreement" means any agreement, lease, license or other contract (whether written or oral).

"Merger" has the meaning set forth in Section 2.1 and the Recitals of this Agreement.

"Merger Articles of Amendment" means the articles of amendment of Lineage substantially in the form attached hereto as Exhibit A with respect to the Consolidation, Name Change, creation of the Subordinate Voting Shares and Multiple Voting Shares and the reclassification of Lineage Common Shares on a post-Consolidation basis as Subordinate Voting Shares.

"Merger Sub" has the meaning set forth in the preamble of this Agreement.

"MGO LLP" shall mean Macias Gini & O'Connell LLP.

"Minimum Offering" has the meaning set forth in Section 4.4(b)(xiv) of this Agreement.

"Multiple Voting Shares" means the Multiple Voting Shares of Lineage, which shall entitle its holders to have ten (10) votes per each share, having the rights and restrictions as more fully set forth in the form of the Merger Articles of Amendment of Lineage attached hereto as Exhibit A.

"Multiple Voting Share Conversion Ratio" shall have the meaning set forth in Section 2.6(a).

"Name Change" means the change of the name of Lineage to "Harborside, Inc." or other similar name approved by FLRish and acceptable to applicable regulatory authorities.

"OBCA" shall mean the Ontario Business Corporations Act, as amended.

"Option Agreements" shall mean the agreements executed by and between FLRish and PMACC and SJW, respectively, to exercise options to acquire ownership of each of such entities and further, provides FLRish with control over such entities.

"Orders" means judgments, writs, decrees, compliance agreements, decisions, regulation issuances or modifications, injunctions or orders of any Governmental Authority or arbitrator or corporate integrity agreement or other formal or informal agreement with any Governmental Authority.

"Overallotment" shall have the meaning set forth in Section 1.4(a).

"Ordinary Course of Business" means the ordinary course of business consistent with the past custom and practice of the relevant Party (including with respect to quantity and frequency).

"Parties" means Lineage, Merger Sub and the Companies.

"Permits" will have the meaning set forth in Section 7.19, but will not include any Environmental Permit.

"Person" means any individual, corporation, partnership, association, limited liability company, trust, governmental or quasi-governmental authority or body or other entity or organization, subject to the exclusions set forth in the definition of "Governmental Authority" contained herein, as it relates to Intellectual Property.

"PMACC" shall mean Patients Mutual Assistance Collective Corporation, a California corporation.

"Proceeding" means any action, suit, proceeding, complaint, charge, hearing, inquiry or investigation before or by a Governmental Authority, arbitrator or accreditation organization.

"Receiving Party" has the meaning set forth in Section 12.15(a).

"Record Date" shall mean the Business Day before the Closing Date.

"Related Party" will have the meaning set forth in Section 7.20.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal or leaching of any Hazardous Substances into the Environment, and "Released" will be construed accordingly.

"Representation Letters" shall have the meaning set forth in Section 4.4(a)(xii).

"Requisite FLRish Stockholder Approval" means the affirmative vote of the holders of a majority of the FLRish common shares and the preferred shares, each voting as a separate class, in favor of this Agreement and Merger.

"Requisite Lineage Shareholder Approval" means the affirmative vote of the holders of (i) 66 2/3% of the Lineage Common Shares in favor of the Consolidation, the Name Change, (ii) a majority of the Lineage Common Shares in favor of the election of the directors of the Resulting Issuer in accordance with Section 2.5(c)(i) of this Agreement, and the incentive stock option plan of the Resulting Issuer, (iii) 66 2/3% of the Lineage Common Shares in favor of the creation of the Lineage Series A Special Shares, Lineage Series B Special Shares and Lineage Series C Special Shares and the filing of the Stock Dividend Articles of Amendment in connection therewith, (iv) a majority of the Lineage Common Shares in favor of authorizing the board of directors of Lineage to set the number of directors between the minimum and maximum provided in the articles; and (v) 66 2/3% of the Lineage Common Shares in favor of the creation of the Subordinate Voting Shares and Multiple Voting Shares and the reclassification of Lineage Common Shares on a post-Consolidation basis as Subordinate Voting Shares and the filing of the Merger Articles of Amendment in connection therewith, excluding any votes attaching to Lineage Common Shares held, directly or indirectly, by affiliates or control persons of Lineage pursuant to Ontario Securities Commission Rule 56-501 *Restricted Shares*.

Restated Fee Agreement" shall have the meaning set forth in Section 1.10(a).

"Resulting Issuer" shall have the meaning set forth in Section 2.1.

"Resulting Issuer Additional Acquisitions" shall have the meaning set forth in Section 9.1.

"Reverse Termination Fee" means an amount in cash equal to the outstanding balance of any loan between FLRish and Lineage, and all payments required thereunder to satisfy in full such obligations.

"Rule 144 Legend" has the meaning set forth in Section 4.2(e).

"Securities Laws" has the meaning set forth in Section 4.2(a).

"Series A Multiple Voting Share Conversion Ratio " has the meaning set forth in Section 2.6(a).

"Series A Subordinate Voting Share Conversion Ratio" has the meaning set forth in Section 2.6(a).

"Series B Multiple Voting Share Conversion Ratio " has the meaning set forth in Section 2.6(a).

"Series B Subordinate Voting Share Conversion Ratio" has the meaning set forth in Section 2.6(a).

"Series C Multiple Voting Share Conversion Ratio " has the meaning set forth in Section 2.6(a).

"Series D Subordinate Voting Share Conversion Ratio" has the meaning set forth in Section 2.6(a).

"SJW" shall mean San Jose Wellness Solutions Corp., a non-profit mutual benefit corporation governed under the laws of California.

"Software and Systems" has the meaning set forth in the definition of Intellectual Property.

"Stock Dividend Articles of Amendment" means the articles of amendment of Lineage substantially in the form attached hereto as Exhibit B, with respect to creation of the Lineage Series A Special Shares, the Lineage Series B Special Shares and the Lineage Series C Special Shares.

"Subordinate Voting Share Conversion Ratio" shall have the meaning set forth in Section 2.6(a).

"Subordinate Voting Shares" means the subordinate voting shares of Lineage, which entitles its holders to have one vote per share, having the rights and restrictions as more fully set forth in the Merger Articles of Amendment.

"Stock Success Fee" shall have the meaning set forth in Section 1.10.

"Subsidiaries" shall mean any entity of which a majority the outstanding voting securities is owned directly or indirectly by the Company.

"Surviving Company" has the meaning set forth in Section 2.1.

"Tax" or "Taxes" mean all taxes, charges, fees, duties, levies or other assessments, including income, gross receipts, capital stock, net proceeds, ad valorem, alternative or add-on minimum, turnover, real, personal and other property (tangible and intangible), estimated, withholding, good and services, harmonized sales, license, sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational, interest equalization, windfall profits, unitary, severance and employees' income withholding, employment, payroll, employer health tax, unemployment, Medicare/Medicaid, and Social Security taxes, Canada Pension Plan, duties, assessments and charges (including the recapture of any tax items such as investment tax credits) or unclaimed property, escheat or similar obligations, which are imposed by any Governmental Authority, including any interest, penalties or additions to tax related thereto imposed by any Governmental Authority (including any interest or penalties with respect to such Taxes). For purposes of clarity, filing fees and other similar fees with respect to permits, licenses and other similar items will not be considered Taxes for purposes of this Agreement.

"Tax Audit" means any audit, assessment, investigation, examination, deficiency or proposed claim or adjustment, of or by any Tax Authority and any judicial, administrative or other proceeding or litigation (including any appeal of any such judicial, administrative or other proceeding or litigation), relating to any Tax or Tax Return.

"Tax Authority" means the IRS and any other federal, and any state, local and foreign, authority, agency, subdivision, instrumentality, department, commission and body, and/or any quasi-governmental body or authority that exercises or has any responsibility for, and/or any jurisdiction over, any Tax (or the administration of any Tax and/or the collection thereof).

"Tax Period" or "Taxable Period" means any period prescribed by any Governmental Authority for which a Tax Return is required to be filed or a Tax is required to be paid.

"Tax Representation" means any of the representations and warranties contained in Section 7.11.

"Tax Return" means all returns and reports of or with respect to Taxes required to be filed with any Governmental Authority or depository, including any attached Schedules, and including any information return, amended return, claim for refund, or declaration of estimated Tax.

"Transaction Documents" means this Agreement, the Transaction Certificates, the Employment Agreements and any other agreement to be delivered at Closing as contemplated in this Agreement.

"Transfer Agent" shall have the meaning set forth in Section 3.1(a).

"Transfer Fund" shall have the meaning set forth in Section 3.2(a).

"UCC" means the Uniform Commercial Code.

"Units" shall have the meaning set forth in Section 1.4(a).

"U.S. Accredited Investor" has the meaning set forth in Section 7.4.

"U.S. Person" has the meaning prescribed to it in Rule 902(k)(2)(i) of Regulation S under the U.S. Securities Act.

"U.S. Securities Act" has the meaning set forth in Section 7.4.

11.2 Interpretation. The headings preceding the text of Articles and Sections included in this Agreement and the headings to Schedules and Exhibits attached to this Agreement are for convenience only and will not be deemed part of this Agreement or be given any dispositive effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein will not limit any provision of this Agreement. The use of the terms "including" or "include" will in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Reference to any Person includes such Person's successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement. Reference to a Person in a particular capacity excludes such Person in any other capacity or individually. Reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; provided that with respect to any agreement, document or instrument listed on the Schedules, any amendments or modifications must be listed on the appropriate section of the Schedules. Underscored references to Articles, Sections, paragraphs, clauses, Exhibits or Schedules will refer to those portions of this Agreement. The use of the terms "hereunder," "hereof," "hereto" and words of similar import will refer to this Agreement as a whole and not to any particular Article, Section, paragraph or clause of, or Exhibit or Schedule to, this Agreement. "$" or "dollar" will each refer to currency in United States dollars.

ARTICLE XII
MISCELLANEOUS

12.1 No Third Party Beneficiaries. This Agreement will not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, personal representatives, heirs and estates, as the case may be.

12.2 Entire Agreement. This Agreement and the other Transaction Documents referred to herein constitute the entire agreement among the Parties and supersede any prior

correspondence or documents evidencing negotiations between the Parties, whether written or oral, and all understandings, agreements or representations by or among the Parties, written or oral, that may have related in any way to the subject matter of any document including, without limitation, the Letter of Intent dated August 12, 2018, by and between Lineage and FLRish.

12.3 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties; provided, however, that Lineage (and FLRish, after the Closing) may (i) assign any or all of its respective rights and interests hereunder to one or more of its Affiliates, (ii) designate one or more of its Affiliates to perform its respective obligations hereunder (in any or all of which cases Lineage (or the Resulting Issuer, after the Closing) nonetheless will remain responsible for the performance of all of its obligations hereunder), (iii) collaterally assign any or all of its respective rights and interests hereunder to one or more lenders of Lineage and/or FLRish, (iv) assign its respective rights hereunder in connection with the sale of all or substantially all of its business or assets (whether by merger, sale of stock or assets, recapitalization or otherwise) and (v) merge FLRish with or into Lineage or one of its Subsidiaries in accordance with the terms of this Agreement.

12.4 Counterparts. This Agreement may be executed in two or more counterparts, including electronically or by electronic delivery, each of which will be deemed an original but all of which together will constitute one and the same instrument.

12.5 Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

12.6 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given when delivered personally to the recipient, telecopied to the intended recipient at the telecopy number set forth therefor below provided that a copy is sent by a nationally recognized overnight delivery service (receipt requested), or two (2) Business Days after deposit with a nationally recognized overnight delivery service (receipt requested), in each case as follows;

If to any of the Companies (prior to Closing), to:

FLRish, Inc. d/b/a Harborside
2100 Embarcadero, Suite 202
Oakland, CA 94606
Attention: Jack Nichols
Email: jnichols@flrish.com

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

Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Attention: Sherri Altshuler
Email: salthsuler@airdberlis.com

and

Duane Morris LLP
1540 Broadway, 14th Floor
New York, NY 10036
Attention: Nanette C. Heide
Email: ncheide@duanemorris.com

If to Lineage Grow Company Ltd. (or the Resulting Issuer after the Closing):

Lineage Grow Company Ltd.
77 King Street West, Suite 2905
PO Box 121
Toronto, Ontario M5K 1H1
Attention: Peter Bilodeau
Email: pbilodeau@foundationmarkets.com

with a copy to:

Fogler Rubinoff LLP
77 King Street West, Suite 300
Toronto, Ontario M5K 1G8
Attention: Judith Hong Wilkin
Email: jwilkin@foglers.com

Any Party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means, but no such notice, request, demand, claim or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

12.7 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California (without regard to its laws relating to any conflicts of laws), and each Party irrevocably submits to the exclusive jurisdiction of the state courts of the State of California located in Alameda County and each party irrevocable submits to the jurisdiction of such state courts in any suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such state court and irrevocably waive and agree not to plead or claim in any such state court that any such suit, action or proceeding brought in any such state court has been brought in an inconvenient forum. The Parties expressly waive any defense to enforcement of the terms or conditions of this Agreement based upon non-conformance with federal cannabis law or the CSA.

12.8 Federal Cannabis Laws. The Parties acknowledge that as of the Effective Date of this Agreement, the production, sale, possession and use of cannabis are illegal under the CSA and that cannabis is currently classified as a Schedule I controlled substance under the CSA. The Parties could be subject to federal criminal prosecution as a result. The United States Supreme Court has confirmed that the federal government has the right to regulate and criminalize cannabis, including for medical purposes, and that federal law criminalizing the use of cannabis preempts state Laws that legalize its use. The Parties understand that while cannabis production is currently legal under Laws of the State of California, they are subject to change and that the sale and possession of medical and adult-use cannabis may remain illegal under federal Law for the foreseeable future.

12.9 Amendments and Waivers. No amendment of any provision of this Agreement will be valid unless the same will be in writing and signed by the Companies, Lineage, the Seller Representative, and, in the case of a Person whose rights or liabilities are being altered, each such Person. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant.

12.10 Incorporation of Exhibits and Schedules. The Exhibits, Schedules and other attachments identified in this Agreement are part of this Agreement as if set forth in full herein.

12.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The disclosures in the Schedules, and those in any supplement thereto, will expressly refer to a section of this Agreement; provided, however, that disclosures in the Schedules expressly referring to a section of this Agreement may incorporate by reference the disclosures in the Schedules with respect to another section of this Agreement; and provided, further, that any fact or circumstance disclosed with respect to a particular section will likewise be deemed to be a disclosure with respect to another section if the relevance of the facts or circumstances disclosed is reasonably apparent on its face to such other section. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item will not be deemed to adequately disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself or unless the exception to the representation to which such listing applies would be apparent from such listing, without further description).

12.12 Independence of Covenants and Representations and Warranties. All covenants hereunder will be given independent effect so that if a certain action or condition constitutes a default under a certain covenant, the fact that such action or condition is permitted by another covenant will not affect the occurrence of such default, unless expressly permitted under an exception to such initial covenant. In addition, except as otherwise provided for herein, all representations and warranties hereunder will be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not

breached will not affect the incorrectness of or a breach of a representation and warranty hereunder.

12.13 Knowledge Attributable to the Parties. Whenever any statement herein or in any Exhibit, Schedule, certificate or other document delivered to any Party pursuant to this Agreement is made: (a) "to the Companies' knowledge" or containing words of similar intent or effect, the Companies' knowledge will be deemed to include the actual knowledge of Andrew Berman, Jack Nichols, Derrick Higgins and Jamin Horn, after due inquiry; or (b) "to the knowledge of' Lineage", or containing words of similar intent or effect, Lineage's knowledge will be deemed to include the actual knowledge of Peter Bilodeau and Keith Li, after due inquiry.

12.14 Severability. It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement will be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, will be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it will, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12.15 Dispute Resolution; Jurisdiction; Service of Process; Equitable Remedies.

(a) If any dispute or disputes between the Parties to this Agreement arising out of or relating to this Agreement or any agreement entered into in connection with the transactions contemplated hereby, including but not limited to indemnification under, or the breach, termination or validity thereof ("Dispute") is not resolved pursuant to Section 12.15, then the Parties will submit the Dispute to JAMS, The Resolution Experts ("JAMS") (or any successor entity) for non-binding mediation. The Parties will cooperate with JAMS and each other to select a mediator from the JAMS panel of neutrals and to Schedule the mediation proceedings so as to be complete no more than thirty (30) calendar days from the initiating Party's first contact to JAMS. If the Party that believes that a Dispute exists (the "Disputing Party") and the other Party (the "Receiving Party") are unable to agree upon a mediator, either Party may apply to JAMS for appointment of a mediator. The Parties agree to mediate in good faith at a minimum of one two-hour session before the Disputing Party or the Receiving Party, as the case may be, may elect to discontinue mediation and pursue other remedies.

(b) Any Dispute not settled by the Parties as provided in Section 12.15(a) will be finally settled by any other remedy available to the Parties; provided that following the procedures set forth above is a condition precedent to resorting to any other available remedy. Notwithstanding the immediately preceding sentence, if either the Disputing Party or the Receiving Party fails to comply with the provisions of Section 12.15(a), the other Party may bring an action, suit or proceeding before an appropriate court without itself further complying

with Section 12.15(a). Further, notwithstanding any provisions in this Section 12.15 to the contrary, nothing in this Agreement will prevent any of the Parties from seeking injunctive relief (or any other provisional remedy) in the event of an emergent matter, or for any matter for which mediation will be futile or inadequate to provide a complete remedy to any Party, from any court specified herein over the Parties and the subject matter of their dispute.

(c) The Parties agree that the entirety of the procedures in Section 12.15(a) will be confidential. All offers, promises, conduct and statements, whether oral or written, made in the process of the procedures in Section 12.15(a) (including, without limitation, mediation) by any of the Parties, their agents, employees, experts and/or attorneys, and, if applicable, the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, excluding impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the foregoing procedures.

(d) The Disputing Party, on the one hand, and the Receiving Party, on the other hand, will bear their own fees and expenses, and will share equally (on a 50-50 basis) in the costs and expenses of JAMS and/or the JAMS mediator, with respect to the procedures set forth in Section 12.15(a). No such fees, costs or expenses will be includible in any computation of Adverse Consequences hereunder.

(e) Subject to the foregoing provisions of this Section 12.15(a), each of the Parties hereby irrevocably and unconditionally submits, for itself, herself or himself and its, her, his, or its property, to the exclusive jurisdiction of the state of California sitting in Alameda County and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and each of the Parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding will be heard and determined in the Superior Court of the County of Alameda, California. Each of the Parties agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Party agrees not to commence a claim or proceeding hereunder in a court other than the courts referenced above, except if such Party has first brought such claim or proceeding in California Superior Court and California Superior Court and the federal courts located in such state have denied jurisdiction over such claim or proceeding.

(f) Each of the Parties irrevocably and unconditionally waives, to the fullest extent it or he may legally and effectively do so, any objection that it or he may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the Agreement in the Delaware Court of Chancery. Each of the Parties irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(g) If any Party breaches, or threatens to commit a breach of, any of its respective covenants herein (collectively, the "Covenants"), the non-breaching Party (and, after the Closing, the Company) will have the right and remedy to seek from any court of competent jurisdiction specific performance of the Covenants or injunctive relief against any act which would violate any of the Covenants, it being acknowledged and agreed that any such breach or

threatened breach may cause irreparable injury to the non-breaching Party and that money damages may not provide an adequate remedy to the non-breaching Party (as determined according to governing law).

12.16 Confidentiality; Public Notices. Except where compliance with this Section 12.16 would result in a breach of applicable law, notices, releases, statements and communications to third parties, including employees of the parties and the press, relating to transactions contemplated by this Agreement will be made only in such manner as shall be authorized and approved by FLRish, who when required, shall use its best efforts to provide such authorization and approval to Lineage in a timely manner as shall permit compliance by Lineage with all continuous disclosure to any regulatory authority or obligations under any applicable securities regulations. Lineage and FLRish shall maintain the confidentiality of any information received from each other in connection with the transactions contemplated by this Agreement. In the event that the issuance of the Merger Consideration provided for in this Agreement is not consummated, each party shall return any confidential schedules, documents or other written information to the party who provided same in connection with this Agreement. FLRish agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to Lineage or Lineage Business discovered or acquired by it, its representatives or accountants as a result of Lineage making available to it, its representatives and accountants, any information, books, accounts, records or other data and information relating to Lineage or Lineage's Business and FLRish agrees that it will not disclose, divulge or communicate orally, in writing or otherwise (directly or indirectly), any such information or confidential data so discovered or acquired by any other Person. Lineage agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to FLRish or FLRish Business discovered or acquired by it, its representatives or accountants as a result of FLRish making available to it any information, books, accounts, records or other data and information relating to FLRish or FLRish Business and Lineage agrees that it will not disclose, divulge or communicate orally, in writing or otherwise, any such information or confidential data so discovered or acquired to any other Person.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger under seal as of the date first above written.

LINEAGE:

LINEAGE GROW COMPANY LTD.

(signed) "*Peter Bilodeau*"

Name: Peter Bilodeau
Title: President and Chief Executive Officer

FLRISH:

FLRISH, INC.

(signed) *"Andrew Berman"*

Name: Andrew Berman
Title: Chief Executive Officer

MERGER SUB:

LINEAGE MERGER SUB INC.

(signed) *"Peter Bilodeau"*

Name: Peter Bilodeau
Title: President and Chief Executive Officer

COMPANIES:

FLRISH IP, LLC

(signed) *"Andrew Berman"*

Name: Andrew Berman
Title: Chief Executive Officer

FLRISH RETAIL MANAGEMENT & SECURITY SERVICES, LLC

(signed) *"Andrew Berman"*

Name: Andrew Berman
Title: Chief Executive Officer

SAVATURE, INC.

(signed) *"Andrew Berman"*

Name: Andrew Berman
Title: Chief Executive Officer

SAVACA, LLC

(signed) *"Andrew Berman"*

Name: Andrew Berman
Title: Chief Executive Officer

EXHIBIT A

Merger Articles of Amendment of Lineage

The Articles of the above-named corporation are amended as follows:

A. to change the name of the Company from Lineage Grow Company Ltd. to Harborside, Inc.;

B. by consolidating the outstanding Common Shares on the basis of 41.818181818182 existing Common Shares for one Common Share (the "**Consolidation**");

C. by changing the designation of the post-Consolidation Common Shares to Subordinate Voting Shares;

D. by increasing the authorized capital by creating an unlimited number of shares of a class to be designated as Multiple Voting Shares;

E. by deleting paragraph **[6]** of the Articles in its entirety and replacing with the following:

(i) "an unlimited number of shares of a class to be designated as Subordinate Voting Shares;

(ii) an unlimited number of shares of a class to be designated as Multiple Voting Shares; and

(iii) an unlimited number of shares of a class to be designated as Special Shares, issuable in series, with the following series of Special Shares designated;

(1) 45,000,000 Series A Special shares;

(2) 12,000,000 Series B Special shares; and

(3) 15,000,000 Series C Special shares."

F. by adding the following rights, privileges, restrictions and conditions to paragraph **[7]** of the Articles relating to the Subordinate Voting Shares and the Multiple Voting Shares:

1. **"Subordinate Voting Shares**

(a) **Voting Rights.** Holders of Subordinate Voting Shares shall be entitled to notice of and to attend at any meeting of the shareholders of the Company, except a meeting of which only holders of another particular class or series of shares of the Company shall have the right to vote. At each such meeting, holders of Subordinate Voting Shares shall be entitled to one vote in respect of each Subordinate Voting Share held.

(b) **Alteration to Rights of Subordinate Voting Shares.** As long as any Subordinate Voting Shares remain outstanding, the Company will not, without the consent of the holders of the Subordinate Voting Shares by separate special resolution, prejudice or interfere with any right or special right attached to the Subordinate Voting Shares.

(c) **Dividends.** Holders of Subordinate Voting Shares shall be entitled to receive, as and when declared by the directors, dividends in cash or property of the Company. No dividend

will be declared or paid on the Subordinate Voting Shares unless the Company simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Multiple Voting Shares. In the event of the payment of a dividend in the form of shares, holders of Subordinate Voting Shares shall receive Subordinate Voting Shares, unless otherwise determined by the Board of Directors of the Company.

(d) **Liquidation, Dissolution or Winding-Up.** In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of Subordinate Voting Shares shall, subject to the prior rights of the holders of any shares of the Company ranking in priority to the Subordinate Voting Shares, be entitled to participate rateably along with all other holders of Multiple Voting Shares (on an as-converted to Subordinate Voting Share basis) and Subordinate Voting Shares.

(e) **Rights to Subscribe; Pre-Emptive Rights.** The holders of Subordinate Voting Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Voting Shares, or bonds, debentures or other securities of the Company now or in the future.

(f) **Subdivision or Consolidation.** No subdivision or consolidation of the Subordinate Voting Shares or Multiple Voting Shares shall occur unless, simultaneously, the Subordinate Voting Shares and Multiple Voting Shares are subdivided or consolidated in the same manner or such other adjustment is made so as to maintain and preserve the relative rights of the holders of the shares of each of the said classes. Subject to Section 1(g), the Subordinate Voting Shares cannot be converted into any other class of shares.

(g) **Conversion of Subordinate Voting Shares Upon an Offer.** In the event that an offer is made to purchase Multiple Voting Shares:

(i) if there is a published market for the Multiple Voting Shares, the offer is one which is required to be made to all or substantially all the holders of Multiple Voting Shares in a province or territory of Canada to which the requirement applies pursuant to (x) applicable securities legislation or (y) the rules of any stock exchange on which the Multiple Voting Shares of the Company are listed, unless an identical offer concurrently is made to purchase Subordinate Voting Shares; or

(ii) if the Multiple Voting Shares are not then listed, the offer is one which would have been required to be made to all or substantially all the holders of Multiple Voting Shares in a province or territory of Canada pursuant to (x) applicable securities legislation or (y) the rules of any stock exchange had the Multiple Voting Shares been listed,

then each Subordinate Voting Share shall become convertible at the option of the holder into Multiple Voting Shares at the inverse of the Conversion Ratio (as defined in Section 2(f)(i)) then in effect, at any time while the offer is in effect until one day after the time prescribed by applicable securities legislation for the offeror to take up and pay for such shares as are to be

acquired pursuant to the offer. The conversion right may only be exercised in respect of Subordinate Voting Shares for the purpose of depositing the resulting Multiple Voting Shares under the offer, and for no other reason. In such event, the Company shall deposit or cause the transfer agent for the Subordinated Voting Shares to deposit under the offer the resulting Multiple Voting Shares, on behalf of the holder. To exercise such conversion right, the holder or his or its attorney duly authorized in writing shall:

(i) give written notice to the transfer agent of the exercise of such right, and of the number of Subordinate Voting Shares in respect of which the right is being exercised;

(ii) deliver to the transfer agent the share certificate or certificates representing the Subordinate Voting Shares in respect of which the right is being exercised, if applicable; and pay any applicable stamp tax or similar duty on or in respect of such conversion.

(iii) no share certificates representing the Multiple Voting Shares, resulting from the conversion of the Subordinate Voting Shares will be delivered to the holders on whose behalf such deposit is being made. If Multiple Voting Shares, resulting from the conversion and deposited pursuant to the offer, are withdrawn by the holder or are not taken up by the offeror, or the offer is abandoned, withdrawn or terminated by the offeror or the offer otherwise expires without such Multiple Voting Shares being taken up and paid for, the Multiple Voting Shares resulting from the conversion will be re-converted into Subordinate Voting Shares at the then Conversion Ratio and the Company shall send or cause the transfer agent to send to the holder a share certificate representing the Subordinate Voting Shares. In the event that the offeror takes up and pays for the Multiple Voting Shares resulting from conversion, the Company shall cause the transfer agent to deliver to the holders thereof the consideration paid for such shares by the offeror.

2. **Multiple Voting Shares**

(a) **Voting Rights.** Holders of Multiple Voting Shares shall be entitled to notice of and to attend at any meeting of the shareholders of the Company, except a meeting of which only holders of another particular class or series of shares of the Company shall have the right to vote. At each such meeting, holders of Multiple Voting Shares will be entitled to one vote in respect of each Subordinate Voting Share into which such Multiple Voting Share could ultimately then be converted, which for greater certainty, shall initially equal 15 votes per Multiple Voting Share.

(b) **Alteration to Rights of Multiple Voting Shares.** As long as any Multiple Voting Shares remain outstanding, the Company will not, without the consent of the holders of the Multiple Voting Shares by separate special resolution, prejudice or interfere with any right or special right attached to the Multiple Voting Shares. Consent of the holders of a majority of the outstanding Multiple Voting Shares shall be required for any action that authorizes or creates shares of any class having preferences superior to or on a parity with the Multiple Voting Shares.

In connection with the exercise of the voting rights contained in this Section 2(b), each holder of Multiple Voting Shares will have one vote in respect of each Multiple Voting Share held.

(c) **Dividends.** The holder of Multiple Voting Shares shall have the right to receive dividends, out of any cash or other assets legally available therefor, *pari passu* (on an as converted to Subordinated Voting Share basis, assuming conversion of all Multiple Voting Shares into Subordinate Voting Shares at the Conversion Ratio as to dividends and any declaration or payment of any dividend on the Subordinate Voting Shares. No dividend will be declared or paid on the Multiple Voting Shares unless the Company simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Subordinate Voting Shares. In the event of the payment of a dividend in the form of shares, holders of Multiple Voting Shares shall receive Multiple Voting Shares, unless otherwise determined by the Board of Directors of the Company.

(d) **Liquidation, Dissolution or Winding-Up.** In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of Multiple Voting Shares will, subject to the prior rights of the holders of any shares of the Company ranking in priority to the Multiple Voting Shares, be entitled to participate rateably along with all other holders of Multiple Voting Shares (on an as-converted to Subordinate Voting Share basis) and Subordinate Voting Shares.

(e) **Rights to Subscribe; Pre-Emptive Rights.** The holders of Multiple Voting Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Voting Shares, or bonds, debentures or other securities of the Company now or in the future.

(f) **Conversion.** Subject to the Conversion Restrictions set forth in this Section 2(f), holders of Multiple Voting Shares shall have conversion rights as follows (the "**Conversion Rights**"):

(i) **Right to Convert.** Each Multiple Voting Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Company or any transfer agent for such shares, into fully paid and non-assessable Subordinate Voting Shares as is determined by multiplying the number of Multiple Voting Shares by the Conversion Ratio applicable to such share, determined as hereafter provided, in effect on the date the Multiple Voting Share is surrendered for conversion. The initial "**Conversion Ratio**" for shares of Multiple Voting Shares shall be fifteen (15) Subordinate Voting Shares for each Multiple Voting Share; provided, however, that the Conversion Ratio shall be subject to adjustment as set forth in Sections 2(g) and 2(h).

(ii) **Conversion Limitations**. Before any holder of Multiple Voting Shares shall be entitled to convert the same into Subordinate Voting Shares, the Board of Directors (or a committee thereof) shall designate an officer of the Company to determine if any Conversion Limitation set forth in

Section 2(f)(iii) or 2(f)(vi) shall apply to the conversion of Multiple Voting Shares.

(iii) **Foreign Private Issuer Protection Limitation**: The Company will use commercially reasonable efforts to maintain its status as a "**foreign private issuer**" (as determined in accordance with Rule 3b-4 under the *Securities Exchange Act of 1934*, as amended (the "**Exchange Act**"). Accordingly, the Company shall not affect any conversion of Multiple Voting Shares, and the holders of Multiple Voting Shares shall not have the right to convert any portion of the Multiple Voting Shares, pursuant to this Section 2(f)(iii)or otherwise, to the extent that after giving effect to all permitted issuances after such conversions of Multiple Voting Shares, the aggregate number of Subordinate Voting Shares and Multiple Voting Shares held of record, directly or indirectly, by residents of the United States (as determined in accordance with Rules 3b-4 and 12g3-2(a) under the Exchange Act ("**U.S. Residents**")) would exceed forty percent (40%) (the "**40% Threshold**") of the aggregate number of Subordinate Voting Shares and Multiple Voting Shares issued and outstanding after giving effect to such conversions (the "**FPI Protective Restriction**"). The Board may by resolution increase the 40% Threshold to an amount not to exceed 50% and in the event of any such increase all references to the 40% Threshold herein, shall refer instead to the amended threshold set by such resolution.

(iv) **Conversion Limitations.** In order to effect the FPI Protective Restriction, each holder of Multiple Voting Shares will be subject to the 40% Threshold based on the number of Multiple Voting Shares held by such holder as of the date of the initial issuance of the Multiple Voting Shares and thereafter at the end of each of the Company's subsequent fiscal quarters (each, a "**Determination Date**"), calculated as follows:

$X = [(A \times 0.4) - B] \times (C/D)$

Where on the Determination Date:

X = Maximum number of Subordinate Voting Shares available for issue upon conversion of Multiple Voting Shares by a holder.

A = The number of Subordinate Voting Shares and Multiple Voting Shares issued and outstanding on the Determination Date.

B = Aggregate number of Subordinate Voting Shares and Multiple Voting Shares held of record, directly or indirectly, by U.S. Residents on the Determination Date.

C = Aggregate number of Multiple Voting Shares held by holder on the Determination Date.

D = Aggregate number of all Multiple Voting Shares on the Determination Date.

For purposes of this Section 2(f)(iv), the Board of Directors (or a committee thereof) shall designate an officer of the Company to determine as of each Determination Date: (A) the 40% Threshold and (B) the FPI Protective Restriction. Within thirty (30) days of the end of each Determination Date (a "**Notice of Conversion Limitation**"), the Company will provide each holder of record a notice of the FPI Protective Restriction and the impact the FPI Protective Restriction has on the ability of each holder to exercise the right to convert Multiple Voting Shares held by the holder. To the extent that requests for conversion of Multiple Voting Shares subject to the FPI Protective Restriction would result in the 40% Threshold being exceeded, the number of such Multiple Voting Shares eligible for conversion held by a particular holder shall be prorated relative to the number of Multiple Voting Shares submitted for conversion. To the extent that the FPI Protective Restriction contained in this Section 2(f) applies, the determination of whether Multiple Voting Shares are convertible shall be in the sole discretion of the Company.

(v) **Mandatory Conversion.** Notwithstanding Section 2(f)(iii), the Company may require each holder of Multiple Voting Shares to convert all, and not less than all, the Multiple Voting Shares at the applicable Conversion Ratio (a "**Mandatory Conversion**") if at any time all the following conditions are satisfied (or otherwise waived by special resolution of holders of Multiple Voting Shares):

(1) the Subordinate Voting Shares issuable upon conversion of all the Multiple Voting Shares are registered for resale and may be sold by the holder thereof pursuant to an effective registration statement and/or prospectus covering the Subordinate Voting Shares under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**");

(2) the Company is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act; and

(3) the Subordinate Voting Shares are listed or quoted (and are not suspended from trading) on a recognized North American stock exchange or by way of reverse takeover transaction on the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or Aequitas NEO Exchange (or any other stock exchange recognized as such by the Ontario Securities Commission).

The Company will issue or cause its transfer agent to issue each holder of Multiple Voting Shares of record a notice of Mandatory Conversion at

least 20 days prior to the record date of the Mandatory Conversion, which shall specify therein, (i) the number of Subordinate Voting Shares into which the Multiple Voting Shares are convertible and (ii) the address of record for such holder. On the record date of a Mandatory Conversion, the Company will issue or cause its transfer agent to issue each holder of record on the Mandatory Conversion Date certificates representing the number of Subordinate Voting Shares into which the Multiple Voting Shares are so converted and each certificate representing the Multiple Voting Shares shall be null and void.

(vi) **Beneficial Ownership Restriction.** The Company shall not affect any conversion of Multiple Voting Shares, and a holder thereof shall not have the right to convert any portion of its Multiple Voting Shares, pursuant to this Section 2(f)(vi) or otherwise, to the extent that after giving effect to such issuance after conversion as set forth on the applicable Conversion Notice, the holder (together with the holder's affiliates (each, an "**Affiliate**" as defined in Rule 12b-2 under the Exchange Act), and any other persons acting as a group together with the holder or any of the holder's Affiliates), would beneficially own in excess of 9.99% of the number of the Subordinate Voting Shares outstanding immediately after giving effect to the issuance of Subordinate Voting Shares issuable upon conversion of the Multiple Voting Shares subject to the Conversion Notice (the "**Beneficial Ownership Limitation**").

For purposes of the foregoing sentence, the number of Subordinate Voting Shares beneficially owned by the holder and its Affiliates shall include the number of Subordinate Voting Shares issuable upon conversion of Multiple Voting Shares with respect to which such determination is being made, but shall exclude the number of Subordinate Voting Shares which would be issuable upon (i) conversion of the remaining, non-converted portion of Multiple Voting Shares beneficially owned by the holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or non-converted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the holder or any of its Affiliates. In any case, the number of outstanding Subordinate Voting Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including Multiple Voting Shares subject to the Conversion Notice, by the holder or its Affiliates since the date as of which such number of outstanding Subordinate Voting Shares was reported. Except as set forth in the preceding sentence, for purposes of this Section 2(f)(vi), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder based on information provided by the shareholder to the Company in the Conversion Notice.

To the extent that the limitation contained in this Section 2(f)(vi) applies and the Company can convert some, but not all, of such Multiple Voting Shares submitted for conversion, the Company shall convert Multiple Voting Shares up to the Beneficial Ownership Limitation in effect, based on the number of Multiple Voting Shares submitted for conversion on such date. The determination of whether Multiple Voting Shares are convertible (in relation to other securities owned by the holder together with any Affiliates) and of which Multiple Voting Shares are convertible shall be in the sole discretion of the Company, and the submission of a Conversion Notice shall be deemed to be the holder's certification as to the holder's beneficial ownership of Subordinate Voting Shares of the Company, and the Company shall have the right, but not the obligation, to verify or confirm the accuracy of such beneficial ownership.

The holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(f)(vi), provided that the Beneficial Ownership Limitation in no event exceeds 19.99% of the number of the Subordinate Voting Shares outstanding immediately after giving effect to the issuance of Subordinate Voting Shares upon conversion of Multiple Voting Shares subject to the Conversion Notice and the provisions of this Section 2(f)(vi) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(f)(vi) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of Multiple Voting Shares.

(vii) **Disputes**. In the event of a dispute as to the number of Subordinate Voting Shares issuable to a Holder in connection with a conversion of Multiple Voting Shares, the Company shall issue to the Holder the number of Subordinate Voting Shares not in dispute and resolve such dispute in accordance with Section 2(l).

(viii) **Mechanics of Conversion**. Before any holder of Multiple Voting Shares shall be entitled to convert Multiple Voting Shares into Subordinate Voting Shares, the holder thereof shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for Subordinate Voting Shares or the equivalent in any non-certificated inventory system (such as, for example, a Direct Registration System) administered by any applicable depository or transfer agent of the Company, and shall give written notice to the Company at its principal corporate office, of the election to convert the same (each, a "**Conversion**

Notice") and the Subordinate Voting Shares resulting therefrom shall be registered in the name of the registered holder of the Multiple Voting Shares converted or, subject to payment by the registered holder of any stock transfer or applicable taxes and compliance with any other reasonable requirements of the Company in respect of such transfer, in such name or names as such registered holder may direct in writing. Upon receipt of such notice and certificate or certificates and, as applicable, compliance with such other requirements, the Company shall (or shall cause its transfer agent to), at its expense, as soon as practicable thereafter, remove or cause the removal of such holder from the register of holders in respect of the Multiple Voting Shares for which the conversion right is being exercised, add the holder (or any person or persons in whose name or names such converting holder shall have directed the resulting Subordinate Voting Shares to be registered) to the securities register of holders in respect of the resulting Subordinate Voting Shares, cancel or cause the cancellation of the certificate or certificates representing such Multiple Voting Shares and issue and deliver at such office to such holder, or to the nominee or nominees of such holder, a certificate or certificates or the equivalent in any non-certificated inventory system (such as, for example, a Direct Registration System) administered by any applicable depository or transfer agent of the Company, representing the Subordinate Voting Shares issued upon the conversion of such Multiple Voting Shares. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Multiple Voting Shares to be converted, and the person or persons entitled to receive the Subordinate Voting Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Subordinate Voting Shares as of such date. If less than all of the Multiple Voting Shares represented by any certificate are to be converted, the holder shall be entitled to receive a new certificate representing the Multiple Voting Shares represented by the original certificate which are not to be converted. A Multiple Voting Share that is converted into Subordinate Voting Shares as provided for in this subsection 2(f)(viii) will automatically be cancelled.

(g) **Adjustments for Distributions.** In the event the Company shall declare a distribution to holders of Subordinate Voting Shares payable in securities of other persons, evidences of indebtedness issued by the Company or other persons, assets (excluding cash dividends) or options or rights not otherwise causing adjustment to the Conversion Ratio (a "**Distribution**"), then, in each such case for the purpose of this Section 2(g), the holders of Multiple Voting Shares shall be entitled to a proportionate share of any such Distribution as though they were the holders of the number of Subordinate Voting Shares into which their Multiple Voting Shares are convertible as of the record date fixed for the determination of the holders of Subordinate Voting Shares entitled to receive such Distribution.

(h) **Recapitalizations; Stock Splits.** If at any time or from time-to-time, the Company shall (i) effect a recapitalization of the Subordinate Voting Shares; (ii) issue

Subordinate Voting Shares as a dividend or other distribution on outstanding Subordinate Voting Shares; (iii) subdivide the outstanding Subordinate Voting Shares into a greater number of Subordinate Voting Shares; (iv) consolidate the outstanding Subordinate Voting Shares into a smaller number of Subordinate Voting Shares; or (v) effect any similar transaction or action (each, a "**Recapitalization**"), provision shall be made so that the holders of Multiple Voting Shares shall thereafter be entitled to receive, upon conversion of Multiple Voting Shares, the number of Subordinate Voting Shares or other securities or property of the Company or otherwise, to which a holder of Subordinate Voting Shares deliverable upon conversion would have been entitled on such Recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 2(h) with respect to the rights of the holders of Multiple Voting Shares after the Recapitalization to the end that the provisions of this Section 2(h) (including adjustment of the Conversion Ratio then in effect and the number of Multiple Voting Shares issuable upon conversion of Multiple Voting Shares) shall be applicable after that event as nearly equivalent as may be practicable.

(i) **No Fractional Shares and Certificate as to Adjustments.** No fractional Subordinate Voting Shares shall be issued upon the conversion of any Multiple Voting Shares and the number of Subordinate Voting Shares to be issued shall be rounded down to the nearest whole Subordinate Voting Share. Whether or not fractional Subordinate Voting Shares are issuable upon such conversion shall be determined on the basis of the total number of Multiple Voting Shares the holder is at the time converting into Subordinate Voting Shares and the number of Subordinate Voting Shares issuable upon such aggregate conversion.

(j) **Adjustment Notice.** Upon the occurrence of each adjustment or readjustment of the Conversion Ratio pursuant to this Section 2(j), the Company, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Multiple Voting Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any holder of Multiple Voting Shares, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Ratio for Multiple Voting Shares at the time in effect, and (C) the number of Subordinate Voting Shares and the amount, if any, of other property which at the time would be received upon the conversion of a Multiple Voting Share.

(k) **Effect of Conversion.** All Multiple Voting Shares which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the time of conversion (the "**Conversion Time**"), except only the right of the holders thereof to receive Subordinate Voting Shares in exchange therefor and to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion.

(l) **Disputes.** Any holder of Multiple Voting Shares that beneficially owns more than 5% of the issued and outstanding Multiple Voting Shares may submit a written dispute as to the determination of the Conversion Ratio or the arithmetic calculation of the Conversion Ratio (as defined herein), the 40% Threshold, FPI Protective Restriction or the Beneficial Ownership Limitation (each as defined in the terms of Multiple Voting Shares) by the Company to the Board of Directors with the basis for the disputed determinations or arithmetic calculations. The

Company shall respond to the holder within five (5) business days of receipt, or deemed receipt, of the dispute notice with a written calculation of the Conversion Ratio, the 40% Threshold, FPI Protective Restriction or the Beneficial Ownership Limitation, as applicable. If the holder and the Company are unable to agree upon such determination or calculation of the Conversion Ratio, the 40% Threshold, FPI Protective Restriction or the Beneficial Ownership Limitation, as applicable, within five (5) business days of such response, then the Company and the holder shall, within one (1) business day thereafter, submit the disputed arithmetic calculation of the Conversion Ratio, the 40% Threshold, FPI Protective Restriction or the Beneficial Ownership Limitation, as applicable, to the Company's independent, outside accountant. The Company, at the Company's expense, shall cause the accountant to perform the determinations or calculations and notify the Company and the holder of the results no later than five (5) business days from the time it receives the disputed determinations or calculations. Such accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

(m) **Conversion of Multiple Voting Shares Upon an Offer.** In addition to the conversion rights set out in Section 2(f), in the event that an offer is made to purchase Subordinate Voting Shares:

(i) if there is a published market for the Subordinate Voting Shares, the offer is one which is required to be made to all or substantially all the holders of Subordinate Voting Shares in a province or territory of Canada to which the requirement applies pursuant to (x) applicable securities legislation or (y) the rules of any stock exchange on which the Subordinate Voting Shares of the Company are listed, unless an identical offer concurrently is made to purchase Subordinate Voting Shares; or

(ii) if the Subordinate Voting Shares are not then listed, the offer is one which would have been required to be made to all or substantially all the holders of Subordinate Voting Shares in a province or territory of Canada pursuant to (x) applicable securities legislation or (y) the rules of any stock exchange had the Subordinate Voting Shares been listed,

then each Multiple Voting Share shall become convertible at the option of the holder into Subordinate Voting Shares at the Conversion Ratio then in effect, at any time while the offer is in effect until one day after the time prescribed by applicable securities legislation for the offeror to take up and pay for such shares as are to be acquired pursuant to the offer. The conversion right in this Section 2(m) may only be exercised in respect of Multiple Voting Shares for the purpose of depositing the resulting Subordinate Voting Shares under the offer, and for no other reason. In such event, the Company shall or shall cause its transfer agent for the Subordinate Voting Shares to deposit under the offer the resulting Subordinate Voting Shares, on behalf of the holder.

To exercise such conversion right, the holder or his or its attorney duly authorized in writing shall:

(i) give written notice to the transfer agent of the exercise of such right, and of the number of Multiple Voting Shares in respect of which the right is being exercised;

(ii) deliver to the transfer agent the share certificate or certificates representing the Multiple Voting Shares in respect of which the right is being exercised, if applicable; and

(iii) pay any applicable stamp tax or similar duty on or in respect of such conversion. No share certificates representing the Subordinate Voting Shares, resulting from the conversion of the Multiple Voting Shares will be delivered to the holders on whose behalf such deposit is being made. If Subordinate Voting Shares, resulting from the conversion and deposited pursuant to the offer, are withdrawn by the holder or are not taken up by the offeror, or the offer is abandoned, withdrawn or terminated by the offeror or the offer otherwise expires without such Subordinate Voting Shares being taken up and paid for, the Subordinate Voting Shares resulting from the conversion will be re-converted into Multiple Voting Shares at the inverse of Conversion Ratio then in effect and the Company shall send, or cause its transfer agent to send, to the holder a share certificate representing the Multiple Voting Shares. In the event that the offeror takes up and pays for the Subordinate Voting Shares resulting from conversion, the Company shall or shall cause its transfer agent to deliver to the holders thereof the consideration paid for such shares by the offeror.

(n) **Notices of Record Date.** Except as otherwise provided under applicable law, in the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of any class or any other securities or property, or to receive any other right, the Company shall mail to each holder of Multiple Voting Shares, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

3. **Redemption of Shares**

(a) For the purposes of this Section 3, the following terms will have the meaning specified below:

(i) "**Board**" means the board of directors of the Company.

(ii) "**Business**" means the conduct of any activities relating to the cultivation, manufacturing, distribution and dispensing of cannabis and cannabis - derived products in the United States, which include the owning and operating of cannabis licenses.

(iii) "**Fair Market Value**" will equal: (i) the volume weighted average trading price (VWAP) of the Shares to be redeemed for the five (5) Trading Day period immediately after the date of the Redemption Notice on the Canadian Securities Exchange or other national or regional securities exchange on which such Shares are listed, or (ii) if no such quotations are available, the fair market value per share of such Shares as set forth in the Valuation Opinion.

(iv) "**Governmental Authority**" or "**Governmental Authorities**" means any United States or foreign, federal, state, county, regional, local or municipal government, any agency, administration, board, bureau, commission, department, service, or other instrumentality or political subdivision of the foregoing, and any Person with jurisdiction exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or monetary policy (including any court or arbitration authority).

(v) "**Licenses**" means all licenses, permits, approvals, orders, authorizations, registrations, findings of suitability, franchises, exemptions, waivers and entitlements issued by a Governmental Authority required for, or relating to, the conduct of the Business.

(vi) "**Ownership**" (and derivatives thereof) means (i) ownership of record as evidenced in the Company's share register, (ii) "**beneficial ownership**" as defined in Section 1(1) of the *Business Corporations Act* (Ontario), or (iii) the power to exercise control or direction over a security;

(vii) "**Person**" means an individual, partnership, company, limited liability company, trust or any other entity.

(viii) "**Redemption**" has the meaning ascribed thereto in Section 3.

(ix) "**Redemption Date**" means the date on which the Company will redeem and pay for the Shares pursuant to this Section 3. The Redemption Date will be not less than thirty (30) Trading Days following the date of the Redemption Notice unless a Governmental Authority requires that the Shares be redeemed as of an earlier date, in which case, the Redemption Date will be such earlier date and if there is an outstanding Redemption Notice, the Company will issue an amended Redemption Notice reflecting the new Redemption Date forthwith.

(x) "**Redemption Notice**" has the meaning ascribed thereto in this Section 3.

(xi) "**Redemption Price**" means the price per Share to be paid by the Company on the Redemption Date for the redemption of Shares pursuant to this Section 3 and will be equal to the Fair Market Value of a Share, unless otherwise required by any Governmental Authority;

(xii) "**Shares**" means the Subordinate Voting Shares or the Multiple Voting Shares of the Company.

(xiii) "**Significant Interest**" means ownership of five percent (5%) or more of all of the issued and outstanding shares of the Company.

(xiv) "**Subject Shareholder**" means a person, a group of persons acting in concert or a group of persons who, the Board reasonably believes, are acting jointly or in concert.

(xv) "**Trading Day**" means a day on which trades of the Shares are executed on the Canadian Securities Exchange or any national or regional securities exchange on which the Shares are listed.

(xvi) "**Unsuitable Person**" means:

(1) Any person (including a Subject Shareholder) with a Significant Interest who a Governmental Authority granting the Licenses has determined to be unsuitable to own Shares; or

(2) any person (including a Subject Shareholder) with a Significant Interest whose ownership of Shares may result in the loss, suspension or revocation (or similar action) with respect to any Licenses or in the Company being unable to obtain any new Licenses in the normal course, including, but not limited to, as a result of such person's failure to apply for a suitability review from or to otherwise fail to comply with the requirements of a Governmental Authority, as determined by the Board, in its sole discretion, after consultation with legal counsel and if a license application has been filed, after consultation with the applicable Governmental Authority.

(xvii) "**Valuation Opinion**" means a valuation and fairness opinion from an investment banking firm of nationally recognized standing in Canada (qualified to perform such task and which is disinterested in the contemplated redemption and has not in the then past two years provided services for a fee to the Company or its affiliates) or a disinterested nationally recognized accounting firm.

(b) Subject to Section 3(d), no Subject Shareholder will acquire or dispose of a Significant Interest, directly or indirectly, in one or more transactions, without providing 15 days' advance written notice to the Company by mail sent to the Company's registered office to the attention of the Corporate Secretary.

(c) If the Board reasonably believes that a Subject Shareholder may have failed to comply with the provisions of Section 3(b), the Company may apply to the Ontario Superior Court of Justice, or such other court of competent jurisdiction for an order directing that the Subject Shareholder disclose the number of Shares held.

(d) The provisions of Sections 3(b) and 3(c) will not apply to the ownership, acquisition or disposition of Shares as a result of:

(e) any transfer of Shares occurring by operation of law including, inter alia, the transfer of Shares of the Company to a trustee in bankruptcy;

(f) an acquisition or proposed acquisition by one or more underwriters or portfolio managers who hold Shares for the purposes of distribution to the public or for the benefit of a third party provided that such third party is in compliance with this Section 3(f); or

(g) the conversion, exchange or exercise of securities of the Company (other than the Shares) duly issued or granted by the Company, into or for Shares, in accordance with their respective terms.

(h) At the option of the Company, Shares owned by an Unsuitable Person may be redeemed by the Company (the "**Redemption**") for the Redemption Price out of funds lawfully available on the Redemption Date. Shares redeemable pursuant to this Section 3(h) will be redeemable at any time and from time to time pursuant to the terms hereof.

(i) In the case of a Redemption, the Company will send a written notice to the holder of the Shares called for Redemption, which will set forth: (i) the Redemption Date, (ii) the number of Shares to be redeemed on the Redemption Date, (iii) the formula pursuant to which the Redemption Price will be determined and the manner of payment therefor, (iv) the place where such Shares (or certificate thereto, as applicable) will be surrendered for payment, duly endorsed in blank or accompanied by proper instruments of transfer, (v) a copy of the Valuation Opinion (if the Resulting Issuer is no longer listed on the Canadian Securities Exchange or another recognized securities exchange), and (vi) any other requirement of surrender of the Shares to be redeemed (the "**Redemption Notice**"). The Redemption Notice may be conditional such that the Company need not redeem the Shares owned by an Unsuitable Person on the Redemption Date if the Board determines, in its sole discretion, that such Redemption is no longer advisable or necessary on or before the Redemption Date. The Company will send a written notice confirming the amount of the Redemption Price as soon as possible following the determination of such Redemption Price.

(j) The Company may pay the Redemption Price by using its existing cash resources, incurring debt, issuing additional Shares, issuing a promissory note in the name of the Unsuitable Person, or by using a combination of the foregoing sources of funding.

(k) To the extent required by applicable laws, the Company may deduct and withhold any tax from the Redemption Price. To the extent any amounts are so withheld and are timely remitted to the applicable Governmental Authority, such amounts shall be treated for all purposes herein as having been paid to the Person in respect of which such deduction and withholding was made.

(l) On and after the date the Redemption Notice is delivered, any Unsuitable Person owning Shares called for Redemption will cease to have any voting rights with respect to such Shares and on and after the Redemption Date specified therein, such holder will cease to have any rights whatsoever with respect to such Shares other than the right to receive the Redemption

Price, without interest, on the Redemption Date; provided, however, that if any such Shares come to be owned solely by persons other than an Unsuitable Person (such as by transfer of such Shares to a liquidating trust, subject to the approval of any applicable Governmental Authority), such persons may exercise voting rights of such Shares and the Board may determine, in its sole discretion, not to redeem such Shares. Following any Redemption in accordance with the terms of this Section, the redeemed Shares will be cancelled.

(m) All notices given by the Company to holders of Shares pursuant to this Section, including the Redemption Notice, will be in writing and will be deemed given when delivered by personal service, overnight courier or first-class mail, postage prepaid, to the holder's registered address as shown on the Company's share register.

(n) The Company's right to redeem Shares pursuant to this Section will not be exclusive of any other right the Company may have or hereafter acquire under any agreement or any provision of the articles or the bylaws of the Company or otherwise with respect to the acquisition by the Company of Shares or any restrictions on holders thereof.

(o) In connection with the conduct of its Business, the Company may require that a Subject Shareholder provide to one or more Governmental Authorities, if and when required, information and fingerprints for a criminal background check, individual history form(s), and other information required in connection with applications for Licenses.

(p) In the event that any provision (or portion of a provision) of this Section 3 or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Section (including the remainder of such provision, as applicable) will continue in full force and effect."

EXHIBIT B

Stock Dividend Articles of Amendment of Lineage

Stock Dividend Articles of Amendment of Lineage

The Articles of the above-named corporation are amended by creating an additional class of special shares issuable in series, which shall have attached thereto the rights, privileges, restrictions and conditions attached hereto as Schedule "A" which is incorporated herein, so that the authorized capital of the Corporation shall consist of an unlimited number of Common Shares, and an unlimited number of Special Shares issuable in series.

Schedule A to Articles of Amendment
SPECIAL SHARES

The Special Shares are issuable in series, the first series of which consists of up to 45,000,000 Special Shares which shall be designated as Series A Special Shares, the second series of which consists of up to 12,000,000 Special Shares which shall be designated as Series B Special Shares, and the third series of which consists of up to 15,000,000 Special Shares which shall be designated as Series C Special Shares. The rights, privileges, restrictions and conditions of the Series A Special Shares, Series B Special Shares and Series C Special Shares (collectively, the "**Special Shares**") are as set out below.

ARTICLE 1
INTERPRETATION

1.1 Definitions

For purposes of these Special Share provisions:

(a) "**Agris Purchase**" means the proposed purchase by the Corporation of all outstanding membership interest in Walnut Oaks, LLC d/b/a Agris Farms, which possess a cultivation facility in Yolo County, California.

(b) "**Applicable Outside Date**" has the meaning set out in Section 7.1.

(c) "**Board of Directors**" means the board of directors of the Corporation.

(d) "**Common Shares**" means common shares in the capital of the Corporation or such other shares into which common shares may be reclassified, converted, exchanged, or otherwise changed.

(e) "**Conversion Ratio**" means the number of Common Shares issuable for each one Special Share converted, which shall be the Initial Conversion Ratio, as adjusted in accordance with Article 5 hereof.

(f) "**Corporation**" means Lineage Grow Company Limited.

(g) "**CSE**" means the Canadian Securities Exchange.

(h) "**FLRish RTO Transaction**" means the proposed reverse take-over transaction between the Corporation and FLRish, Inc. in accordance with the Merger Agreement.

(i) "**Holders**" means, at any time, the registered holders of all outstanding Special Shares.

(j) "**Initial Conversion Ratio**" means 1.0, meaning one (1) Common Share issuable for each one (1) Special Share converted.

(k) "**Issuance Date**" means in respect of Special Shares, the date on which the Special Share is issued.

(l) "**LUX Purchase**" means the proposed purchase by the Corporation of all outstanding shares of Lucrum Enterprises, Inc. (d/b/a Lux), a California corporation.

(m) "**Material Adverse Effect**" means any change, effect, or circumstance (i) that is, in actuality, materially adverse to the business, assets, operations, or financial condition of Agris or LUX, as applicable, or (ii) that materially and adversely affects the ability of Agris or LUX, as applicable, to perform its obligations under the applicable purchase agreement with respect to the Agris Purchase and the LUX Purchase, as applicable, or to consummate the transactions contemplated thereby; provided, that, for purposes of this Schedule, a Material Adverse Effect will not include changes to the assets, operations or financial condition of Agris or LUX, as applicable, to the extent resulting from (a) changes that affect the industry or markets in which it operates, (b) any hurricane, earthquake or other natural disasters, (c) changes in general economic, regulatory or political conditions in the United States, (d) changes in GAAP, (e) changes in the United States debt or securities markets, (f) military action or any act of terrorism, (g) changes in currency exchange rates or commodities prices, (h) compliance with the terms of the applicable purchase agreement, or (i) any failure of Agris or LUX, as applicable, to meet projections or forecasts (provided that the underlying causes of such failure will be considered in determining whether there is or has been a Material Adverse Effect).

(n) "**Merger Agreement**" means the merger agreement dated as of February 8, 2019 between the Corporation, Lineage Merger Sub Inc. and FLRish, Inc.

(o) "**Redemption Price**" has the meaning set out in Section 7.2.

(p) "**Reverse Stock Split**" means the consolidation of outstanding Common Shares into a smaller number of Common Shares.

(q) "**Special Shares**" means the Special Shares in the capital of the Corporation, and includes the Series A Special Shares, Series B Special Shares and Series C Special Shares.

(r) "**Series A Special Shares**" means the Special Shares designated as Series A Special Shares.

(s) "**Series B Special Shares**" means the Special Shares designated as Series B Special Shares.

(t) "**Series C Special Shares**" means the Special Shares designated as Series C Special Shares.

1.2 Delivery

Wherever in these Special Share provisions a delivery is to be made to a Holder, such delivery requirement shall be and shall be deemed to be satisfied by delivery to the last address of such Holder noted on the register maintained by or on behalf of the Corporation for the Special Shares.

ARTICLE 2
VOTING AND DISSENT RIGHTS

2.1 No Voting Rights

Except as required by law, the holders of the Special Shares as a class shall not be entitled as such to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation.

2.2 Limitation on Class Votes

The holders of the Special Shares shall not be entitled to vote separately as a class or series, and shall not be entitled to dissent, upon a proposal to amend the articles of the Corporation to:

(a) increase any maximum number of authorized shares of a class or series of a class having rights or privileges equal or superior to the Special Shares; or

(b) create a new class or series of a class of shares equal or superior to the Special Shares.

ARTICLE 3
DIVIDENDS

3.1 No Entitlement to Dividends

The holders of the Special Shares shall not be entitled to any dividends.

ARTICLE 4
LIQUIDATION

4.1 Payment on Liquidation Event

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the Special Shares shall not be entitled to share in any distribution of the property or assets of the Corporation.

ARTICLE 5
CONVERSION

5.1 Automatic Conversion

(a) The Series A Special Shares will be automatically converted into Common Shares at the Conversion Ratio immediately after the completion of the FLRish RTO Transaction without payment of additional consideration or any further action from the holder.

(b) The Series B Special Shares will be automatically converted into Common Shares at the Conversion Ratio immediately after the completion of the LUX Purchase without payment of additional consideration or any further action from the holder.

(c) The Series C Special Shares will be automatically converted into Common Shares at the Conversion Ratio immediately after the completion of the Agris Purchase without payment of additional consideration or any further action from the holder.

(d) If the Corporation terminates the Agris Purchase for reasons other than (i) the failure to receive regulatory approval for the Agris Purchase prior to the 180th day after the completion of the FLRish RTO Transaction; (ii) the discovery of an undisclosed Material Adverse Effect of at least ten percent (10%) of the total purchase price for the Agris Purchase; or (iii) the amount of the consideration for the Agris Purchase is in excess of the amounts set forth in Section 9.1(a) of the Merger Agreement, then the Series B Special Shares shall automatically be converted into Subordinate Voting Shares on the date of the termination of the Agris Purchase.

(e) If the Corporation terminates the LUX Purchase for reasons other than (i) the failure to receive regulatory approval for the LUX Purchase prior to the 180th day after the completion of the FLRish RTO Transaction; (ii) the discovery of an undisclosed Material Adverse Effect of at least ten percent (10%) of the total purchase price for the LUX Purchase (which shall not include the potential litigation of Lux with respect to litigation titled White Wolf Farms v. American Redstone, Yolo County Superior Court Case No. CV18-848 and any associated matters); or (iii) the amount of the consideration for the LUX Purchase is in excess of the amounts set forth in Section 9.1(b) of the Merger Agreement, then

the Series C Special Shares shall automatically be converted into Subordinate Voting Shares on the date of the termination of the LUX Purchase.

5.2 Conversion Ratio

The number of Common Shares into which each Special Share is convertible shall initially be one Special Share for one Common Share (the "**Initial Conversion Ratio**"), as adjusted from time to time in accordance with Article 6.

5.3 Time of Conversion

Conversion of any Special Shares into Common Shares pursuant to this Article 5 shall be deemed to be effected:

(a) in the case of a conversion of Series A Special Shares, immediately after the closing of the FLRish RTO Transaction;

(b) in the case of a conversion of Series B Special Shares, immediately after the closing of the LUX Purchase; and

(c) in the case of a conversion of Series C Special Shares, immediately after the closing of the Agris Purchase.

5.4 Effect of Conversion

At the time of the conversion of any Special Shares into Common Shares as provided in Section 5.1:

(a) the rights of a Holder as a holder of the converted Special Shares shall terminate; and

(b) each person in whose name any certificate for Common Shares is issuable upon such conversion is deemed to have become the holder of record of such Common Shares.

5.5 Mechanics of Conversion at the Option of the Corporation

(a) Upon the conversion of any Special Shares into Common Shares pursuant to Section 5.1 hereof, any certificate or certificates formerly representing that Holder's Special Shares shall be cancelled and be of no force or effect without Holder surrendering such certificate or certificates.

(b) The Corporation shall issue and deliver to such Holder, promptly and in the name shown on the certificate or certificates formerly representing the Special Shares so converted, a certificate or certificates for the number of Common Shares into which such Special Shares are converted.

5.6 Fractional Shares

No fractional Common Shares will be issued upon conversion of Special Shares. Any conversion that results in less than a whole number of Common Shares shall be rounded up to the next whole number.

ARTICLE 6
ADJUSTMENT TO CONVERSION RATIO

6.1 Initial Conversion Ratio

The initial Conversion Ratio in respect of the Special Shares shall be one (1), meaning one (1) Common Share for each one (1) Special Share converted and shall remain in effect until the Conversion Ratio is adjusted in accordance with the provisions of this Article 6.

6.2 Adjustments for Reverse Stock Splits

After the Issuance Date, the Conversion Ratio shall be adjusted upon a Reverse Stock Split, automatically and simultaneously with the Reverse Stock Split, such that the Conversion Ratio immediately following the Reverse Stock Split shall be equal to the product obtained by multiplying the Conversion Ratio immediately before the Reverse Stock Split by a fraction:

(a) the numerator of which is the number of Common Shares issued and outstanding immediately after the Reverse Stock Split (for greater certainty, calculated on an undiluted basis); and

(b) the denominator of which is the number of Common Shares issued and outstanding immediately before the Reverse Stock Split (for greater certainty, calculated on an undiluted basis).

6.3 Adjustments for Capital Reorganizations

If, following the Issuance Date, the Common Shares are changed or reclassified into the same or a different number of shares of any class or series of stock, whether by capital reorganization, reclassification or otherwise (other than in connection with a Reverse Stock Split), the Special Shares shall be convertible into such kind and number of such shares that a holder of a number of Common Shares equal to the number of Common Shares into which such Special Shares were convertible immediately prior to the change is entitled to receive upon such change.

6.4 Notification as to Adjustments

In each case of an adjustment or readjustment of the Conversion Ratio, the Corporation will promptly issue a press release and file applicable form(s) required by the CSE, showing such adjustment or readjustment, and stating in reasonable detail the facts upon which such adjustment or readjustment is based.

6.5 Further Adjustment Provisions

If, at any time as a result of an adjustment made pursuant to this Article 6, a Holder becomes entitled to receive any shares or other securities of the Corporation other than Common Shares upon surrendering Special Shares for conversion, the Conversion Ratio in respect of such other shares or securities will be adjusted after that time, and will be subject to further adjustment from time to time, in a manner and on terms as nearly equivalent as practicable to the provisions with respect to Special Shares contained in this Article 6 as determined by the Board of Directors acting reasonably and in good faith, and the remaining provisions of these Special Shares provisions apply on the same or similar terms to any such other shares or securities as determined by the Board of Directors acting reasonably and in good faith.

ARTICLE 7
REDEMPTION

7.1 Automatic Redemption

Unless all of the Special Shares shall have otherwise been converted into Common Shares pursuant to Article 5 hereof on or prior to the date (the "**Applicable Outside Date**") that is:

(a) with respect to Series A Special Shares, April 30, 2019 or such later date as approved by the board of directors of the Corporation;

(b) with respect to Series B Special Shares, the 180th day after the completion of the FLRish RTO Transaction or such later date as approved by the board of directors of the Corporation;

(c) with respect to Series A Special Shares, the 180th day after the completion of the FLRish RTO Transaction or such later date as approved by the board of directors of the Corporation;

the applicable Special Shares shall, on the first Business Day following the Applicable Outside Date, be automatically redeemed and shall be deemed to be redeemed in accordance with the applicable provisions of this Article 7 without any act by the Corporation or the Holders.

7.2 Redemption Price

The redemption price payable for each Special Share (the "**Redemption Price**") shall be C$0.000001 per Special Share.

7.3 Redemption Mechanics

(a) With respect to any redemption of Special Shares pursuant to Section 7.1 hereof, all applicable Special Shares redeemable on the Applicable Outside Date shall be deemed to have been redeemed on the applicable Outside Date without any further action from the Holder and without the Holding having to surrender the certificate or certificates representing such Holder's Special Shares redeemed.

(b) The Redemption Price shall be satisfied, in the sole discretion of the Corporation, in cash, provided that no payment shall be made, and no compensation shall be provided for, any payment to a Holder that is less than C$1.00. The Corporation shall deliver to such Holder promptly, a cheque of the Corporation in an amount equal to the aggregate Redemption Price for the Special Shares redeemed is the payment is C$1.00 or more.

7.4 Time and Effect of Redemption

Upon the earlier of the date that (i) the Corporation deposits with the transfer agent, if any, for the Special Shares redeemed, or with a third party trust company selected by the Corporation for this purpose, the cash sufficient to satisfy the aggregate Redemption Price in respect of the Special Shares to be redeemed and (ii) a Holder receives payment in full of the Redemption Price, the rights of a Holder as a holder of the redeemed Special Shares shall terminate.

7.5 Notification as to Redemption

In each case of a redemption of Special Shares, the Corporation will promptly issue a press release and file applicable form(s) required by the CSE, showing details of the redemption including the date of the redemption, the number of Special Shares redeemed, and the basis for the redemption.

EXHIBIT C

Certificate of Merger

STATE OF DELAWARE

CERTIFICATE OF MERGER

OF

LINEAGE MERGER SUB, INC.
(a Delaware corporation)

WITH AND INTO

FLRISH, INC.
(a California corporation)

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed this certificate of merger (this "Certificate of Merger") and hereby certifies that:

FIRST: The name of the surviving corporation is FLRish, Inc., a California corporation (the "Surviving Corporation"), and the name of the corporation being merged into this Surviving Corporation is Lineage Merger Sub, Inc., a Delaware corporation (the "Non-Surviving Corporation").

SECOND: The Agreement and Plan of Merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the Surviving Corporation and Non-Surviving Corporation in accordance with the applicable provisions of the Act.

THIRD: The name of the Surviving Corporation is FLRish, Inc., a California corporation.

FOURTH: The merger shall be effective at 12:01 a.m. on [INSERT DATE], 2019.

FIFTH: The Certificate of Incorporation of FLRish, Inc., as in effect immediately prior to the merger, shall continue to be the Certificate of Incorporation of the Surviving Corporation following the merger until further amended and changed pursuant to the provisions of the California Corporations Code.

SIXTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation located at 2100 Embarcadero, Suite 202, Oakland CA 94606.

SEVENTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of the Surviving Corporation or any stockholder of the Non-Surviving Corporation.

EIGHTH: The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising form this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation Law, and irrevocably appoints the Secretary of State of

Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at 2100 Embarcadero, Suite 202, Oakland CA 94606.

[Signature Page Follows]

IN WITNESS WHEREOF, the Surviving Corporation has caused this Certificate of Merger to be executed by an authorized officer on this ____ day of _____, 2019.

FLRISH, INC.

By: _____
Name:
Title:

[Signature Page to Delaware Certificate of Merger]

OBE MERG

State of California
Secretary of State

Certificate of Merger

(California Corporations Code sections
1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY	2. TYPE OF ENTITY	3. CA SECRETARY OF STATE FILE NUMBER	4. JURISDICTION
FLRish, Inc.	Corporation	C3846851	California
5. NAME OF DISAPPEARING ENTITY	**6. TYPE OF ENTITY**	**7. CA SECRETARY OF STATE FILE NUMBER**	**8. JURISDICTION**
Lineage Merger Sub, Inc.	Corporation		Delaware

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. *(IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)*

SURVIVING ENTITY		DISAPPEARING ENTITY	
CLASS AND NUMBER	PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	PERCENTAGE VOTE REQUIRED
6,250,000 Shares Series A-1 Preferred Stock	AND	100 Shares Common Stock	AND

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.

☐ No vote of the shareholders of the parent party was required. ☑ The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABLITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABLITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

PRINCIPAL ADDRESS OF SURVIVING ENTITY | CITY AND STATE | ZIP CODE

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.

Title 8, Section 252 of the Delaware General Corporation Law

15. FUTURE EFFECTIVE DATE, IF ANY

_____ - _____ - 2019
(Month) (Day) (Year)

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE — TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE — TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE — TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE — TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____

Clear Form Print Form

CERTIFICATE OF APPROVAL

OF

AGREEMENT OF MERGER

Andrew Berman, Chief Executive Officer and Jack Nichols, Secretary certify that:

1. They are the President and Secretary, respectively, of FLRish, Inc., a California corporation.

2. The Merger Agreement in the form attached was duly approved by the board of directors and shareholders of the corporation.

3. The shareholder approval was by holders of [___]% of the outstanding shares of the corporation.

4. There is only one class of shares and the number of shares outstanding is [___].

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: [_____], 2019

_____
Andrew Berman, Chief Executive Officer

Date: [_____], 2019

_____
Jack Nichols, Secretary

CERTIFICATE OF APPROVAL

OF

AGREEMENT OF MERGER

[_____], Chairman/President/Vice President and [_____], Secretary certify that:

1. They are the President and Secretary, respectively, of Lineage Merger Sub, Inc., a Delaware corporation.

2. The Merger Agreement in the form attached was duly approved by the board of directors and shareholders of the corporation.

3. The shareholder approval was by holders of [100%] of the outstanding shares of the corporation.

4. There is only one class of shares and the number of shares outstanding is [100].

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: [_____], 2019

_____
[_____], Chairman/President/Vice President

Date: [_____], 2019

_____
[_____], Secretary

EXHIBIT D

Rule 144 Legend

RULE 144 LEGEND TRANSFER RESTRICTIONS

Each Subordinated Voting Share and Subordinated Voting Shares issued upon exercise of any warrants, and all certificates issued in exchange or in substitution thereof or upon transfer thereof, will be issued in certificated form and shall bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO HARBORSIDE, INC. (THE "CORPORATION"), (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (i) RULE 144 OR (ii) 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, (D) IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (E) UNDER AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(i) OR (D) ABOVE, A LEGAL OPINION REASONABLY SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO THE TRANSFER AGENT FOR THE CORPORATION TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THE SECURITIES ARE PROHIBITED EXCEPT IN COMPLIANCE WITH THE U.S. SECURITIES ACT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

EXHIBIT E

Capitalization Table

Capitalization Table

	CAD	USD
FLRish Pre-Money Value for Convertible Debenture	$ 187,212,836	$ 140,761,530
FLRish Value After Conversion of Convertible Debenture	$ 278,615,807	$ 209,485,569
		$ -

USD/CAD	$1.33 : $1.00

Lineage/FLRish Pro-Forma Cap Structure

Figures are in CAD$	Common Shares		Convertible Debentures		Warrants		Options		Broker Warrants		Fully Diluted Total
	Issued	Share Price	Issued	Conversion Price	Issued	Exercise Price	Issued	Exercise Price	Issued	Exercise Price	
Lineage Currently Issued & Outstanding	75,643,484		3,389,781	$ 0.33	23,640,998	$ 0.32	5,613,333	$ 0.20			108,287,596
Lineage Anticipated Issued & Outstanding at RTO	76,078,265		3,040,000	$ 0.35	23,640,998	$ 0.32	5,528,333	$ 0.21			108,287,596
Lineage Total Pre-Rollback	76,078,265	$0.165	3,040,000	$ 0.35	23,640,998	$ 0.32	5,528,333	$ 0.21			108,287,596
Rollback Ratio	41.82 : 1										
Consolidated Lineage Total Post Rollback	1,819,263	$6.90	72,696	$ 14.64	565,328	$ 13.37	132,199	$ 8.63			2,589,486
FLRish Issued & Outstanding (pre-Series B)	27,132,295	$9.50					6,601,590	$1.54			33,733,885
FLRish Series B & T.I Loan Conversion	6,645,217	$6.90			3,989,064	$8.60			168,303	$6.90	10,802,584
FLRish Concurrent Financing (C$70M + 15% overallotment)	8,473,684	$9.50			5,084,211	$12.35			593,158	$9.50	14,151,053
Total Issued to FLRish	42,251,197	$6.90			9,073,275	$ 10.70	6,601,590	$ 1.54	761,461	$ 8.93	58,687,522
Harborside Inc. (immediately post closing of RTO)	44,070,459	$6.90	72,696	$ 14.64	9,638,603	$ 10.86	6,733,789	$ 1.68	761,461	$ 8.93	61,277,008
Series A Special Shares	*1,070,707*	*$6.90*									1,070,707
Lux											
Issuable to LUX/Altai	430,315										430,315
Issuable to LUX Consultant Commission (non-FMICA)	20,046	$6.90									20,046
Series B Special Shares	*275,325*	*$6.90*									275,325
Walnut Oaks d/b/a Agris Farms											
Aqusition of Equity for Lineage Shares	606,958	$6.90			96,377	$ 10.45					703,335
Assumption of Debt			251,087	$ 7.95	125,543	$ 10.45					376,630
Series C Special Shares	*336,508*	*$6.90*									336,508
FMICA M&A Success Fee on Lineage Acquisitions	140,778										140,778
FMICA Stock Success Fee (estimated)	380,113	$9.50									380,113
Consolidated Capitalization Post Additional Acquisitons + Fee	47,331,210	$9.50	323,783	$ 9.45	9,860,523	$ 10.85	6,733,789	$ 1.68	761,461	$ 8.93	65,010,766
Valuation in CAD$	$449,646,497										$617,602,277