AMENDMENT NO. 1 TO
MERGER AGREEMENT

This **AMENDMENT NO. 1 TO MERGER AGREEMENT** (this "Amendment No. 1") is entered into as of April 17, 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 shall have the meaning given to such terms in the Merger Agreement (as defined below).

WHEREAS, the parties entered into that certain Merger Agreement dated as of February 8, 2019 (the "Merger Agreement"); and

WHEREAS, in accordance with Section 12.9 of the Merger Agreement, the parties wish to amend certain terms and provisions of the Merger Agreement.

NOW, **THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 1.5 of the Merger Agreement is hereby amended and restated in its entirety with the following:

> "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, for subscription proceeds of at least CAD$10,000,000 and up to a maximum amount of CAD$70,000,000 (or such other amount as the Parties may agree), with an option to increase the maximum amount by no more than 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$6.50, (ii) increase the warrant coverage, (iii) increase the exercise period of the warrants for more than two and one half times the exercise period; or (iv) reduce the per share exercise price of the warrants below the Concurrent Financing Price."

2. Section 1.7 of the Merger Agreement is hereby amended and restated in its entirety with the following:

"1.7 Airfield Acquisition. The Parties acknowledge that FLRish had previously entered into the Airfield LOI. The Parties further acknowledge that a portion of the proceeds from the Concurrent Financing may be used to complete the Airfield Purchase (if more than USD$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 and may issue up to 3,000,00 shares of FLRish Series C Common Stock; provided, however, the Parties acknowledge that the Airfield Purchase may not occur until after the Closing, if at all."

3. Section 2.6(a) of the Merger Agreement is hereby amended and restated in its entirety with the following:

(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 0.01 Multiple Voting Shares (the ratio of one hundred (100) shares of Series A Common Stock to one (1) Multiple Voting Share is referred to herein as the "Series A Multiple Voting Share Conversion Ratio");

(ii) each share of FLRish Series B Common Share (other than any Dissenting Share) shall be converted into the right to receive 0.01 Multiple Voting Shares (the ratio of one hundred (100) shares of Series B Common Stock to one (1) Multiple Voting Share is referred to herein as the "Series B Multiple Voting Share Conversion Ratio");

(iii) each share of Series C Common Stock of FLRish shall be converted into the right to receive 0.01 Multiple Voting Shares (the ratio of one hundred (100) shares of Series C Common Stock to one (1) 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) share of Series D Common Stock to one (1) Subordinate Voting Share is referred to herein as 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 0 after the Effective Time.

4. The first provision of Section 9.1 of the Merger Agreement is hereby amended and restated in its entirety with the following:

"9.1 Resulting Issuer's Purchase of Assets. The Parties hereby agree that post the Closing of the Merger, the purchase or exercise of purchase options of the assets contained in Section 9.1(a) and (b), for the consideration as specified herein (collectively, the "Resulting Issuer Additional Acquisitions") shall be conditioned upon (i) there being no change to such assets which results in a Material Adverse Effect, (ii) the Board of Directors of the Resulting Issuer ratifying and approving the Resulting Issuer's execution of the purchase agreement or exercise of purchase options to consummate the Resulting Issuer Additional Acquisitions, and (iii) all closing conditions for each Resulting Issuer Additional Acquisition is met (or waived by the Resulting Issuer). 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."

5. Section 9.14(b) of the Merger Agreement is hereby amended and restated in its entirety with the following:

(b) Notwithstanding anything else in this Agreement, if the Resulting Issuer terminates, or the Board of Directors of the Resulting Issuer fails to ratify and approve, 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.

6. Section 10.3(b) of the Merger Agreement is hereby amended and restated in its entirety with the following:

"(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 the end of business on July 2, 2019, or such later date as Lineage and FLRish may agree in writing, 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);"

7. Section 10.3(c) of the Merger Agreement is hereby amended and restated in its entirety with the following:

"(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 the end of business on July 2, 2019, or such later date as Lineage and FLRish may agree in writing, 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);"

8. The Merger Agreement is hereby amended to include the acknowledgement of the following agreements and arrangements:

(a) Lock-Up Agreements. It will be a condition of closing of the Concurrent Financing that each of FLRish's officers and directors (collectively, the "Locked-Up Persons") agree (the "Lock Up Agreements") that they will not, for a period commencing on the date of FLRish's entering into agency agreement with AltaCorp Capital, Inc.("AltaCorp") and ending four (4) months from the closing of the Concurrent Financing, directly or indirectly, offer, sell, contract to sell, grant or sell any option to purchase, purchase any option or contract to sell, hypothecate, pledge, transfer, assign, lend, swap, or enter into any other agreement to transfer the economic consequences of,

or otherwise dispose of or deal with (or agree to or publicly announce any intention to do any of the foregoing) whether through the facilities of a stock exchange, by private placement or otherwise, any securities of FLRish or the Resulting Issuer (the "Locked-Up Securities"), unless (i) they first obtain the prior consent of AltaCorp, (ii) there occurs a take-over bid or similar transaction involving a change of control of the Company, (iii) in accordance with such other exclusions as may be provided for in the lock-up agreements of the Locked-Up Persons. In addition, FLRish will use commercially reasonable efforts to obtain from each other shareholders holding 100,000 or more of any securities of FLRish or the Resulting Issuer, an undertaking in the form of the Lock Up Agreements, provided that such undertaking may be for a term of fifteen (15) days from the closing of the Concurrent Financing.

(b) Material Contracts. FLRish has entered into the following Material Contracts, which shall be added to Schedule 7.14 of the Merger Agreement as if set forth on such schedule as of the date of the execution of the Merger Agreement:

(i) Separation Agreement with **[REDACTED – NAME OF EMPLOYEE]**;
(ii) **[REDACTED – NAME OF EMPLOYEE]** Variable Compensation Agreements;
(iii) **[REDACTED – NAME OF EMPLOYEE]**Variable Compensation Agreement; and
(iv) **[REDACTED – NAME OF EMPLOYEE]** Variable Compensation Agreement.

9. Except as specifically provided in this Amendment No. 1, no provision of the Merger Agreement is modified, changed, waived, discharged or otherwise terminated and the Merger Agreement shall continue to be in full force and effect. This Amendment No. 1, together with the Merger Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Amendment No. 1 may be executed and delivered (including by facsimile) in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Amendment No. 1 has been duly executed and delivered by the duly authorized officers of the parties as of the date first written above.

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