EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

BY AND AMONG

HARBORSIDE INC.;

SATURN MERGER SUB, INC.;

AND

UL HOLDINGS, INC.

Dated as of November 29, 2021

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AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

This Agreement and Plan of Merger and Reorganization (this "Agreement") is entered into as of November 29, 2021, by and among Harborside Inc., a corporation existing under the laws of the Province of Ontario ("Parent"), Saturn Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), UL Holdings, Inc., a California corporation (the "Company" and sometimes referred to as the "Seller") and Momentum Capital Group LLC, solely in its capacity as the representative of the shareholders of the Company (the "Shareholders") (and such representative of the Shareholders, the "Shareholder Representative").

RECITALS

WHEREAS, the respective Boards of Directors of each of Parent, Merger Sub and the Company deem it advisable and in the best interests of each company and its respective shareholders or members, that Parent and the Company combine in order to advance the long-term business strategies of Parent and the Company;

WHEREAS, the Board of Directors of Parent (the "Parent Board") has determined that the merger of Merger Sub with and into the Company with the Company being the surviving entity therein (the "Merger") and this Agreement are in the best interests of Parent;

WHEREAS, the Board of Directors of the Company (the "Company Board") has determined that the Merger and this Agreement are fair to, and in the best interests of, the Company and its Shareholders;

WHEREAS, the respective Boards of Directors of each of Parent, Merger Sub and the Company have approved this Agreement and the Merger on the terms and conditions contained in this Agreement;

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, certain Shareholders of the Company are entering into a Voting and Support Agreement, in the form attached hereto as Exhibit A;

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, certain affiliates of the Company are entering into a Lockup Agreement, in the form attached hereto as Exhibit B;

WHEREAS, Parent, as the sole shareholder of Merger Sub, has approved this Agreement, the Merger and the transactions contemplated by this Agreement pursuant to unanimous written resolutions of the Parent Board in accordance with the requirements of the *Business Corporations Act* (Ontario);

WHEREAS, pursuant to a written consent, Merger Sub has approved this Agreement, the Merger and the transactions contemplated by this Agreement in accordance with the requirements of the Delaware General Corporation Law, as amended ("DGCL") and the Certificate of Incorporation and Bylaws of Merger Sub; and

WHEREAS, for U.S. federal income Tax purposes, the parties intend that the Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement be, and is hereby, adopted as a plan of reorganization within the meaning of Section 368(a) of the Code.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements set forth in this Agreement, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. The following terms, as used herein, have the following meanings:

"Acquisition Agreement" has the meaning set forth in Section 6.03.

"Action" means any claim, charge, action, suit, arbitration, mediation, inquiry, hearing, audit, proceeding or investigation by or before any Governmental Authority, including any audit, claim or assessment for Taxes or otherwise.

"Actual Contingent Liability Adjusted Merger Consideration – 12 Months" means the Merger Consideration computed in accordance with the Final Closing Statement, determined by setting (1) with respect to the Company, the Contingent Liabilities of the Company at the lesser of (i) the Maximum Contingent Liability – Non-Fundamental Representations, and (ii) the actual Contingent Liability – Non-Fundamental Representations of the Company at the twelve (12) month anniversary of the Closing Date, (2) with respect to Parent, the Contingent Liabilities of Parent at the lesser of (i) the Maximum Contingent Liability – Non-Fundamental Representations, and (ii) the actual Contingent Liability – Non-Fundamental Representations of the Parent at the twelve (12) month anniversary of the Closing Date. For the avoidance of doubt, and notwithstanding anything contained herein to the contrary, in no event shall there be any changes made to any amount or liability listed on Schedule A, subject to adjustments in accordance with Section 2.11, except for the Contingent Liabilities for the Company or Parent. For the avoidance of doubt, and notwithstanding anything contained herein to the contrary, in no event shall the Merger Consideration or the Actual Contingent Liability Adjusted Merger Consideration – 12 Months be less than the Minimum Merger Consideration.

"Actual Contingent Liability Adjusted Merger Consideration – 18 Months" means the Merger Consideration computed in accordance with the Final Closing Statement, determined by setting (1) with respect to the Company, the Contingent Liabilities of the Company equal to the sum of (a) the lesser of (i) the Maximum Contingent Liability – Non-Fundamental Representations, and (ii) the actual Contingent Liability – Non-Fundamental Representations of the Company at the twelve (12) month anniversary of the Closing Date, and (b) the lesser of (i) the Maximum Contingent Liability – Taxes, and (ii) the actual Contingent Liability – Taxes of the Company at the eighteen (18) month anniversary of the Closing Date; and (2) with respect to Parent, the Contingent Liabilities of Parent equal to the sum of (a) the lesser of (i) the Maximum Contingent Liability – Non-Fundamental Representations, and (ii) the actual Contingent Liability – Non-Fundamental Representations of Parent at the twelve (12) month anniversary of the Closing Date, and (b) the lesser of (i) the Maximum Contingent Liability – Taxes, and (ii) the actual Contingent Liability – Taxes of Parent at the eighteen (18) month anniversary of the Closing Date. For the avoidance of doubt, and notwithstanding anything contained herein to the contrary, in no event shall there be any changes made to any amount or liability listed on Schedule A, subject to adjustments in accordance with Section 2.11, except for the Contingent Liabilities for the Company or Parent. For the avoidance of doubt, and notwithstanding anything contained herein to the contrary, in no event shall the Merger Consideration or the Actual Contingent Liability Adjusted Merger Consideration – 18 Months be less than the Minimum Merger Consideration.

"Actual Tax Benefit" means the excess, if any, of (i) the Taxes that would have been payable by a Seller Indemnified Party or Parent Indemnified Party, as the case may be, in the taxable period in which such Loss is incurred by such Person for U.S. federal income tax purposes and the immediately succeeding taxable period, in each case, not taking into account the Tax benefit realizable by such Person arising from the incurrence of any such Losses, over (ii) the actual Taxes payable by such Person in each such taxable period.

"Adjustment Escrow Account" has the meaning set forth in Section 2.18(b).

"Adjustment Escrow Amount" has the meaning set forth in Section 2.18(b).

"Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the Preamble.

"Agreement of Merger" has the meaning set forth in Section 2.12.

"Ancillary Agreements" means the Escrow Agreement, the Voting and Support Agreement, the Lockup Agreement and the Employment Agreement.

"Antitrust Laws" means the HSR Act and any other Laws that are designed or intended to prohibit, restrict, or regulate actions having the purpose or effect of monopolization or restraint of trade or significant impediments or lessening of competition or creation or strengthening of a dominant position through merger or acquisition.

"Balance Sheet" has the meaning set forth in Section 4.06(a).

"Balance Sheet Date" has the meaning set forth in Section 4.06(a).

"Benefit Plan" has the meaning set forth in Section 4.19(a).

"Business" means, collectively, the business conducted by the Company and its Subsidiaries of cultivating, processing, branding, manufacturing, distributing and selling cannabis and cannabis-related products.

"Business Day" means any day that is not a Saturday, Sunday or other day on which banking institutions in California are authorized or required by law or executive order to close.

"Bylaws" means the Amended Bylaws of the Company.

"Capital Lease Obligations" means all obligations under capital leases and any sale lease back obligations not otherwise approved by Parent (which approval shall not be unreasonably withheld, conditioned or delayed).

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, as amended.

"Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Company, dated June 12, 2019, as amended November 6, 2020.

"Certificate of Merger" has the meaning set forth in Section 2.12.

"CGCL" means the California General Corporations Law, as amended.

"Closing" has the meaning set forth in Section 2.12.

"Closing Date" has the meaning set forth in Section 2.12 or Section 7.01(a) if applicable.

"Closing Date Indebtedness" means the amount of Indebtedness and payment obligations of the Company and Subsidiaries outstanding as of immediately prior to the Closing.

"Closing Date Transaction Expenses" means the amount of Transaction Expenses as of immediately prior to the Closing.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the Preamble.

"Company Adverse Recommendation Change" means the Company Board: (a) failing to make, withdrawing, amending, modifying, or materially qualifying, in a manner adverse to Parent, the Company Board Recommendation; (b) failing to include the Company Board Recommendation in the soliciting materials provided to the holders of Company Common Stock; (c) failing to recommend against acceptance of any tender offer or exchange offer for the shares of Company Common Stock within ten Business Days after the commencement of such offer; (d) failing to reaffirm (publicly, if so requested by Parent) the Company Board Recommendation within ten Business Days after the date any Takeover Proposal (or material modification thereto) is first publicly disclosed by the Company or the Person making such Takeover Proposal; (e) making any public statement inconsistent with the Company Board Recommendation; or (f) resolving or agreeing to take any of the foregoing actions.

"Company Board" has the meaning set forth in the Recitals.

"Company Board Recommendation" has the meaning set forth in Section 4.01(c).

"Company Preliminary Closing Statement" has the meaning set forth in Section 2.10(a).

"Company Common Stock" means issued and outstanding common stock, $0.0001 par value per share, of the Company.

"Company Disclosure Schedule" means the Disclosure Schedule attached hereto, dated as of the date hereof, delivered by the Company to Parent in connection with this Agreement.

"Company Equity Value" means the implied equity value of the Company based on the Company's audited financial statements for the fiscal year ended December 31, 2020, cash, the specified Indebtedness (which, for the avoidance of doubt shall include any bridge financing provided by Parent), and the Target Net Working Capital as of the end of the fiscal month prior to Closing Date, and an enterprise value to revenue multiple of 3.0x, all as computed in accordance with Schedule A.

"Company Fundamental Representations" has the meaning set forth in Section 8.01(a).

"Company Intellectual Property" means all Intellectual Property owned or purported to be owned by the Company and its Subsidiaries.

"Company IP Agreements" means (a) licenses of Company Intellectual Property by the Company or any of its Subsidiaries to third parties, (b) licenses of Intellectual Property by third parties to the Company or any of its Subsidiaries, (c) agreements between the Company or any of its Subsidiaries and third parties relating to the development or use of Intellectual Property, and (d) consents, settlements, decrees, orders, injunctions, judgments or rulings governing the use, validity or enforceability of Company Intellectual Property.

"Company Material Adverse Effect" means any event, occurrence, fact, condition or change that is individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Company and the Subsidiaries taken as a whole, or (b) the authority or ability of the Company and the Subsidiaries taken as a whole to perform their obligations hereunder, or to consummate the transactions contemplated in this Agreement, in accordance with the terms hereof and applicable Law; provided, however, that "Company Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions affecting the industries in which the Company or the Subsidiaries operate (including but not limited to the cannabis industry); (iii) any changes in financial, banking or securities markets in general; (iv) a national emergency, acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) natural disasters, or weather conditions, epidemics, pandemics, or disease outbreaks (including the COVID-19 virus), public health emergencies (as declared by the World Health Organization or the Health and Human Services Secretary of the United States or (vi) any changes in applicable Laws or accounting rules (including IFRS); (vii) the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or other having relationships with the Company or the Subsidiaries; (viii) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of the Parent; (ix) any matter of which Parent is aware on the date hereof; or (x) any failure by the Company or the Subsidiaries to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded); provided, however, that any event, occurrence, fact, effect, condition or change referred to in clauses (i) through (ix) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, effect, condition or change has a disproportionate effect on the Company compared to other participants in the industries in which the Company conducts its businesses.

"Company Software" has the meaning set forth in Section 4.15(a).

"Company Stock Option" has the meaning set forth in Section 2.03(c).

"Company Technology" means any and all Technology used in connection with the Business.

"Contingent Liability(ies)" means the liabilities related to both the Contingent Liability – Non-Fundamental Representations and the Contingent Liability – Taxes.

"Contingent Liability Escrow Account" has the meaning set forth in Section 2.18(a).

"Contingent Liability Escrow Amount" means the Merger Consideration less the greater of (i) the Minimum Merger Consideration, and (ii) the Maximum Contingent Liability Adjusted Merger Consideration.

"Contingent Liability – Non-Fundamental Representations of the Company" means (i) for the Company, the Losses related to the representations and warranties contained in this Agreement except Section 4.01 (Organization and Authority; Execution; Enforceability), Section 4.02 (Subsidiaries), Section 4.03 (Capitalization), and Section 4.26 (Brokers). Notwithstanding anything contained herein to the contrary, any adjustment by the Company that reduces any Liability of the Company with respect to Sections 2.06, 2.10, 2.11 and 2.18 and Schedule A, as the case may be, shall be disregarded and no such adjustment shall be made.

"Contingent Liability – Non-Fundamental Representations of the Parent" means Losses related to the representations and warranties contained in in this Agreement except Section 5.01 (Organization and Authority; Execution; Enforceability), Section 5.06 (Brokers), Section 5.14 (Issued Capital), Section 5.15 (Due Issuance), Section 5.19 (Cease Trade Orders) and Section 5.20 (Bankruptcy). Notwithstanding anything contained herein to the contrary, any adjustment by the Parent that reduces any Liability of Parent with respect to Sections 2.06, 2.10, 2.11 and 2.18 and Schedule A, as the case may be, shall be disregarded and no such adjustment shall be made.

"Contingent Liability – Taxes of the Company" means Liabilities related to the representations and warranties contained in Section 4.22 (Taxes). Notwithstanding anything contained herein to the contrary, any adjustment by the Company that reduces any Liability of the Company with respect to Sections 2.06, 2.10, 2.11 and 2.18 and Schedule A, as the case may be, shall be disregarded and no such adjustment shall be made.

"Contingent Liability – Taxes of Parent" means Liabilities related to the representations and warranties contained in Section 5.24 (Taxes). Notwithstanding anything contained herein to the contrary, any adjustment by Parent that reduces any Liability of Parent with respect to Sections 2.06, 2.10, 2.11 and 2.18 and Schedule A, as the case may be, shall be disregarded and no such adjustment shall be made.

"Contract" means any written or oral contract, agreement, indenture, commitment, note, bond, loan, instrument, lease, conditional sale contract, mortgage, license, arrangement or other legally binding agreement or obligation.

"CSE" means the Canadian Securities Exchange.

"DGCL" has the meaning set forth in the Recitals.

"Direct Claim" has the meaning set forth in Section 8.05(c).

"Dissenting Shares" has the meaning set forth in Section 2.20.

"Effective Time" has the meaning set forth in Section 2.12.

"Employment Agreement" means such employment agreement to be entered into by and between Parent and Edward Schmults, in the form attached hereto as Exhibit C.

"End Date" has the meaning set forth in Section 9.02(a).

"Environmental Claim" means any and all administrative, regulatory or judicial Actions, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations, proceedings, consent orders or consent agreements relating in any way to any Environmental Law or any Environmental Permit.

"Environmental Laws" means all Laws, now or hereafter in effect and as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety, product registration, natural resources or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the California Environmental Quality Act (California Public Resource Code Section 21000 et seq. ("CEQA")).

"Environmental Notice" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"Environmental Permits" means all Permits required under or issued pursuant to any applicable Environmental Law.

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

"ERISA Affiliate" means all employers, trades or businesses (whether or not incorporated) that would be treated together with the Company or the Subsidiaries as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code.

"Escrow Agent" means an escrow agent mutually agreeable to Parent, the Company and the Shareholder Representative.

"Escrow Agreement" means that certain escrow agreement by and among Parent, Shareholder Representative and the Escrow Agent regarding the Adjustment Escrow Account and the Contingent Liability Escrow Account in form agreed to by Parent, Shareholder Representative and the Escrow Agent.

"Final Closing Statement" has the meaning set forth in Section 2.11(a).

"Financial Statements" has the meaning set forth in Section 4.06(a).

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time.

"Governmental Authority" means any federal, national, foreign, state, provincial, local, or similar government, governmental, regulatory or administrative authority, agency, bureau, department, board, panel or commission or any court, tribunal, or judicial or arbitral body or mediator or any other instrumentality of any kind of any of the foregoing.

"Hazardous Materials" means (a) petroleum and petroleum products, radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, transformers or other equipment that contain polychlorinated biphenyls and radon gas, and (b) any other chemicals, materials or

substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "contaminants" or "pollutants", or words of similar import, under any applicable Environmental Law.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"IFRS" means the International Financial Reporting Standards and practices in effect from time to time applied consistently throughout the periods involved.

"Indebtedness" means, with respect to the Company and Subsidiaries, at the time of any determination, without duplication: (a) all indebtedness of the Company or Subsidiaries for borrowed money or in respect of loans or advances (including principal and interest thereon), (b) all obligations of the Company and Subsidiaries evidenced by bonds, debentures, notes or other similar instruments or debt securities, (c) all obligations with respect to letters of credit and bankers' acceptances issued for the account of the Company or Subsidiaries to the extent drawn, (d) all obligations arising from bank overdrafts, (e) all obligations arising from deferred compensation arrangements with respect to deferred compensation earned as of the time of determination, (f) all past due or deferred rent, (g) all indebtedness for the deferred purchase price of property or services with respect to which the Company and Subsidiaries is liable contingently or otherwise, (h) all obligations of the type referred to in clauses (a) through (g) for the payment of which the Company and Subsidiaries are responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, (i) all obligations of the type referred to in clauses (a) through (g), whether or not assumed, secured by any Lien or payable out of the proceeds or product from any property or assets now or hereafter owned by the Company or any Subsidiary, and (j) all accrued interest, prepayment premiums or penalties with respect to any of the obligations of the type referred to in clauses (a) through (i).

"Indemnified Party" has the meaning set forth in Section 8.05.

"Indemnifying Party" has the meaning set forth in Section 8.05.

"Independent Accountant" has the meaning set forth in Section 6.02(b).

"Insurance Policies" has the meaning set forth in Section 4.23.

"Intellectual Property" means all intellectual property rights of the Company and the Subsidiaries arising from or in respect of the following: (i) inventions, processes, methods, algorithms and formulae, including all patents and patent applications and statutory invention registrations, (ii) all trademarks, service marks, trade names, service names, brand names, trade dress, logos, domain names and corporate names and other identifiers of source or goodwill, including registrations and applications for registration or renewal thereof and including the goodwill of the business symbolized thereby or associated therewith, (iii) works, copyrights, including copyrights in computer software, promotional materials and any websites, data, databases and any registrations and applications for registration of any of the forgoing, (iv) all computer software (including source code, executable code, data, databases and documentation), and (v) confidential and proprietary information, including trade secrets, know-how and rights in non-published inventions.

"Inventory Report" means a summary of the amount of inventory of the Company and its Subsidiaries, detailing location, amounts of raw materials and finished goods (including quantity and cost), prepared in a form reasonably acceptable to Parent.

"Knowledge" means (i) with respect to the Company and its Subsidiaries, the actual knowledge of Edward Schmults and Willie Senn and the knowledge that each such individual would obtain after reasonable inquiry; and (ii) with respect to Parent and its Subsidiaries, the actual knowledge of Jack Nichols and Tom DiGiovanni and the knowledge that each such individual would obtain after reasonable inquiry.

"Law" means any domestic or foreign, federal, state, municipality or local law, statute, ordinance, code, rule, regulation, directive, norm, order, requirement or rule of law (including common law); provided, however, the parties hereby acknowledge that under United States federal law, and more specifically the Federal Controlled Substances Act, the possession, use, cultivation, marketing and transfer of cannabis is illegal and that, notwithstanding anything to the contrary, with respect to regulated cannabis business activities, "Law", "law", or "federal" shall only include such federal law, authority, agency, or jurisdiction as is not in conflict with the Laws, regulations, authority, agency, or jurisdiction of any state, district, or territory regarding such regulated cannabis business activities.

"Lease" has the meaning set forth in Section 4.16(a).

"Leased Real Property" means the real property leased, subleased, licensed or otherwise used by the Company or any Subsidiary as tenant, subtenant, licensee or occupant, as applicable, together with, to the extent leased by the Company, or any Subsidiary all buildings and other structures, facilities or improvements currently or hereafter located thereon, all fixtures, systems, equipment and items of personal property of the Company or any Subsidiary attached or appurtenant thereto and all easements, licenses, rights and appurtenances relating to the foregoing.

"Liabilities" means with respect to any Person, any and all debts, liabilities or obligations of such Person of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, accrued or unaccrued, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person, including those arising under any Law (including any Environmental Law), Action or Order and those arising under any Contract, agreement, arrangement, commitment or undertaking.

"Licensed Intellectual Property" means Intellectual Property licensed to the Company or any Subsidiary pursuant to the Company IP Agreements.

"Lien" means any charge, claim, community or other marital property interest, condition, equitable interest, lien, option, pledge, security interest, mortgage deed of trust, right of way, easement, encroachment, servitude, right of first option, right of first or last negotiation or refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

"Lockup Agreement" means that certain lockup agreement in the form attached hereto as Exhibit B.

"Losses" means any and all losses, costs, obligations, liabilities, obligations, settlement payments, awards, judgments, fines, penalties, damages (including, to the extent reasonably foreseeable, consequential damages, indirect damages and diminution in value), deficiencies, claims, demands or other charges, including court filing fees, court costs, arbitration fees or costs, witness fees, reasonable fees of attorneys, accountants and other advisors, Taxes and expenses incurred in connection with investigating, defending or asserting any claim or Action.

"Material Contracts" has the meaning set forth in Section 4.14.

"Maximum Contingent Liability – Non-Fundamental Representations" means a maximum of $5,500,000.

"Maximum Contingent Liability – Taxes" means a maximum of $4,500,000.

"Maximum Combined Contingent Liability" means the sum of the Maximum Contingent Liability – Non-Fundamental Representations and the Maximum Contingent Liability – Taxes.

"Maximum Contingent Liability Adjusted Merger Consideration" means the Merger Consideration computed in accordance with Section 2.10 and Section 2.11, but setting the Contingent Liabilities in Schedule A for the Company at the Maximum Combined Contingent Liability and the Contingent Liabilities of Parent at zero.

"Merger" has the meaning set forth in the Preamble.

"Merger Consideration" has the meaning set forth in Section 2.06.

"Merger Consideration Deficit" shall mean the number of Subordinate Voting Shares that the Merger Consideration issued at closing exceeds the Merger Consideration set forth in the Final Closing Statement.

"Merger Consideration Surplus" shall mean the number of Subordinate Voting Shares that the Merger Consideration issued at closing is less than the Merger Consideration set forth in the Final Closing Statement.

"Merger Resolution" means the ordinary resolution to be considered and, if thought fit, passed by the shareholders of Parent at the Parent Meeting to approve the issuance by Parent of the Merger Consideration pursuant to the Merger.

"Merger Sub" has the meaning set forth in the Preamble.

"Minimum Merger Consideration" means 50,000,000 Subordinate Voting Shares.

"Non-Fundamental Representations Escrow Amount" means (a) the Contingent Liability Escrow Amount, multiplied by the quotient of (b)(i) the Maximum Contingent Liability - Non-Fundamental Representations, divided by (ii) the Maximum Combined Contingent Liability.

"Organizational Documents" means, with respect to any Person that is not an individual, (a) such Person's certificate of incorporation and bylaws, (b) such Person's certificate of formation, certificate of trust, limited liability company agreement, limited partnership agreement or trust agreement, or (c) any documents comparable to those described in clauses (a) and (b) as may be

applicable pursuant to any applicable Law, and (d) any amendment or modification to any of the foregoing.

"Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Ordinary Course" means, with respect to an action taken by a party or any subsidiary, that such action is consistent with the past practices of such party or such subsidiary and is taken in the ordinary course of the normal day-to-day operations of the business of such party or such subsidiary, or as commercially reasonable in light of changed circumstances of such party or such subsidiary, but excludes non-arm's length transactions.

"Parent" has the meaning set forth in the Preamble.

"Parent Adverse Recommendation Change" means the Parent Board: (a) failing to make, withdraw, amend, modify, or materially qualify, in a manner adverse to the Company, a recommendation to its shareholders to vote in favor of the Merger Resolution in accordance with the *Business Corporations Act (Ontario);* (b) failing to include such recommendation in the circular that is mailed to the Parent's shareholders; (c) failing to recommend against acceptance of any tender offer or exchange offer for the shares of Parent within ten (10) Business Days after the commencement of such offer; or (d) resolving or agreeing to take any of the foregoing actions.

"Parent Board" has the meaning set forth in the Recitals.

"Parent Capitalization" means the fully-diluted capitalization of Parent as of the Closing Date which shall include all of the issued and outstanding equity securities on an as converted basis of Parent, assumes (i) the conversion or exercise of all securities convertible into or exercisable for equity securities of parent of Parent, (ii) the exercise of all in-the-money outstanding options and warrants to purchase equity securities of Parent and includes the equity securities to be issued in a Qualifying Transaction, to be calculated using the treasury stock method, but excluding any convertible securities, options or warrants issued in connection herewith.

"Parent Disclosure Schedule" means the Disclosure Schedule attached hereto, dated as of the date hereof, delivered by Parent to the Company in connection with this Agreement.

"Parent Disclosure Documents" has the meaning set forth in Section 5.21.

"Parent Equity Value" means the implied equity value of Parent together (on a pro forma basis) with for the fiscal year ended December 31, 2020, cash, the specified Indebtedness as of the end of the fiscal month prior to the Closing Date, and enterprise value to revenue multiples of 3.0x for Parent, all as computed in accordance with Schedule A.

"Parent Financial Statements" has the meaning set forth in Section 5.15.

"Parent Indemnified Party" has the meaning set forth in Section 8.02.

"Parent Material Adverse Effect" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of Parent or its Subsidiaries, or (b) the authority or ability of Parent to perform its obligations hereunder, or to consummate the transactions contemplated in this Agreement, in accordance with

the terms hereof and applicable Law; provided, however, that "Parent Material Adverse Effect" shall not include any event, occurrence, fact, condition or change attributable to: (i) general economic or political conditions; (ii) conditions affecting the industries in which Parent and its Subsidiaries operate (including but not limited to the cannabis industry); (iii) any changes in financial, banking or securities markets in general; (iv) a national emergency, acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) natural disasters, or weather conditions, epidemics, pandemics, or disease outbreaks (including the COVID-19 virus), public health emergencies (as declared by the World Health Organization or the Health and Human Services Secretary of the United States or (vi) any changes in applicable Laws or accounting rules (including IFRS); (vii) the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or other having relationships with Parent or the Subsidiaries; (viii) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of the Company; (ix) any matter of which the Company is aware on the date hereof; or (x) any failure by Parent or the Subsidiaries to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded); provided, however, that any event, occurrence, fact, effect, condition or change referred to in clauses (i) through (ix) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, effect, condition or change has a disproportionate effect on Parent compared to other participants in the industries in which Parent conducts its businesses.

"Payoff Letters" has the meaning set forth in Section 2.13(i).

"Parent Preliminary Closing Statement" has the meaning set forth in Section 2.10(b).

"Parent Shareholder Director" has the meaning set forth in Section 6.11.

"Permit" means any permit, license, certificate (including a certificate of occupancy) registration, authorization, application, filing, notice, qualification, waiver of any of the foregoing or approval of a Governmental Authority.

"Permitted Liens" means: (a) statutory Liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith (provided appropriate reserves required pursuant to IFRS have been made in respect thereof); (b) mechanics', carriers', workers', repairers', and similar statutory Liens arising or incurred in the Ordinary Course of business for amounts which are not delinquent or which are being contested by appropriate proceedings (provided appropriate reserves required pursuant to IFRS have been made in respect thereof); (c) zoning, entitlement, building, and other land use regulations imposed by a Governmental Authority having jurisdiction over such Person's owned or leased real property, which are not violated by the current use and operation of such real property; (d) covenants, conditions, restrictions, easements, and other similar non-monetary matters of record affecting title to such Person's owned or leased real property, which do not materially impair the occupancy or use of such real property for the purposes for which it is currently used in connection with such Person's businesses; (e) any right of way or easement related to public roads and highways, which do not materially impair the occupancy or use of such real property for the purposes for which it is currently used in connection with such Person's businesses; and (f) Liens arising under workers' compensation, unemployment insurance, social security, retirement, and similar legislation

"Person" means an individual, corporation, partnership (including a general partnership, limited partnership or limited liability partnership), limited liability company, association, trust or other entity or organization, whether for-profit, not-for-profit or otherwise, and including a government, domestic or foreign, or political subdivision thereof, or an agency or instrumentality thereof.

"Personal Property" means all of the vehicles, machinery, equipment, tools, furniture, leasehold improvements, office equipment, computer hardware (including peripherals), appliances, spare parts, supplies, materials and other items of tangible personal property of every kind which are owned, used or leased (as lessor or lessee) by the Company or any Subsidiary and used or useful in the conduct of the Business or the operations of the Business or intended by the Company or any Subsidiary for use in connection with the Business or the operations of the Business, wherever located and whether or not carried on the books of the Company or any Subsidiary.

"Post-Closing Tax Period" means any taxable period beginning after the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period beginning after the Closing Date.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"Preferred Stock" means the Company's Series A Preferred Stock.

"Pro Rata Share" means the percentage interest of each Shareholder determined by dividing (i) the number of shares of Company Common Stock held by such Shareholder, by (ii) the aggregate amount of issued and outstanding Company Common Stock as of the Effective Time.

"Registered IP" has the meaning set forth in Section 4.15(a).

"Regulatory License" means each Permit, license and related approvals authorizing the Company or any Subsidiary to operate in the State of California that can lawfully cultivate, produce, process and sell medical cannabis and cannabis products.

"Release" means disposing, discharging, injecting, spilling, leaking, leaching, dumping, emitting, escaping, emptying, seeping, placing and the like into or upon any land or water or air or otherwise entering into the environment.

"Representative" means, with respect to any Person, any and all directors, managers, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Resolution Period" has the meaning set forth in Section 2.11(b)(ii).

"Review Period" has the meaning set forth in Section 2.11(b)(i).

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Securities Authorities" means the Ontario Securities Commission and the applicable securities commission or securities regulatory authority of each of the other provinces and territories of Canada and "Securities Authority" means any one of them.

"Securities Laws" means (a) the Securities Act (Ontario) and any other applicable provincial securities Laws, (b) the U.S. Securities Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, to the extent applicable, and (c) the policies, rules and regulations of the CSE.

"Seller Indemnified Party" has the meaning set forth in Section 8.03.

"Seller Tax Refund" has the meaning set forth in Section 6.02(k).

"Shareholders Escrow" means that certain escrow account established by the Shareholders of the Company to receive a portion of the Merger Consideration.

"Shareholder Representative" has the meaning set forth in the Preamble.

"Statement of Objections" has the meaning set forth in Section 2.11(b)(ii).

"Straddle Period" has the meaning set forth in Section 6.02(a).

"Subordinate Voting Shares" has the meaning set forth in Section 2.06(a).

"Subsidiary" means a corporation, partnership, limited liability company, or other business entity of which a majority of the shares of voting securities is at the time beneficially owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by the Company or Parent, as applicable.

"Surviving Company" has the meaning set forth in Section 2.01.

"Takeover Proposal" means with respect to the Company or Parent, as the case may be, an inquiry, proposal, or offer from, or indication of interest in making a proposal or offer by, any Person or group relating to any transaction or series of related transactions (other than the transactions contemplated by this Agreement and transaction currently contemplated to be consummated by Parent of which Company has knowledge as of the date hereof), involving any: (a) direct or indirect acquisition of assets of such party hereto or its Subsidiaries (including any voting equity interests of Subsidiaries, but excluding sales of assets in the Ordinary Course of business) equal to 15% or more of the fair market value of such party and its Subsidiaries' consolidated assets or to which 15% or more of such party's and its Subsidiaries' net revenues or net income on a consolidated basis are attributable; (b) direct or indirect acquisition of 15% or more of the voting equity interests of such party hereto or any of its Subsidiaries whose business constitutes 15% or more of the consolidated net revenues, net income, or assets of such party and its Subsidiaries, taken as a whole; (c) tender offer or exchange offer that if consummated would result in any Person or group (as defined in Section 13(d) of the Exchange Act) beneficially owning (within the meaning of Section 13(d) of the Exchange Act) 15% or more of the voting power of such party hereto; (d) merger, consolidation, other business combination, or similar transaction involving such party hereto or any of its Subsidiaries, pursuant to which such Person or group (as defined in Section 13(d) of the Exchange Act) would own 15% or more of the consolidated net revenues, net income, or assets of such party and its Subsidiaries, taken as a whole; (e) liquidation, dissolution (or the adoption of a plan of liquidation or dissolution), or recapitalization or other significant corporate reorganization of such party hereto or one or more of its Subsidiaries which, individually or in the aggregate, generate or constitute 15% or more of the consolidated net revenues, net income, or assets of such party and its Subsidiaries, taken as a whole; or (f) any combination of the foregoing.

"Target Net Working Capital" is the amount set forth and defined in Schedule A.

"Tax Act" means the Income Tax Act (Canada) and the regulations promulgated thereunder, each as amended.

"Tax(es)" means any federal, state, local or non-U.S. tax, charge, fee, levy, custom, duty, deficiency, or other assessment of any kind or nature whatsoever imposed by any Taxing Authority (including, without limitation, any income (net or gross), gross receipts, profits, windfall profit, premium, customs duty, capital stock, sales, use, goods and services, ad valorem, franchise, license, stamp, withholding, employment, social security (or similar), workers compensation, unemployment compensation, disability, employment, payroll, severance, occupation, transfer, excise, import, real property, personal property, intangible property, occupancy, registration, recording, value added, minimum, unclaimed property, escheat payments, alternative minimum, environmental or estimated tax), including any liability therefor as a transferee (including under Section 6901 of the Code or similar provision of applicable Law) or successor, as a result of Treasury Regulation Section 1.1502-6 or similar provision of applicable Law, together with any interest, penalty, additions to tax or additional amount imposed with respect thereto.

"Tax Return" means any return, information return, declaration, claim for refund or credit, report or any similar statement, and any amendment thereto, including any attached schedule and supporting information, whether on a separate, consolidated, combined, unitary or other basis, that is filed or required to be filed with any Taxing Authority in connection with the determination, assessment, collection or payment of a Tax or the administration of any Law relating to any Tax.

"Taxes Escrow Amount" means (a) the Contingent Liability Escrow Amount, multiplied by the quotient of (b)(i) the Maximum Contingent Liability – Taxes, divided by (ii) the Maximum Combined Contingent Liability.

"Taxing Authority" means the Internal Revenue Service and any other Governmental Authority responsible for the collection, assessment or imposition of any Tax or the administration of any Law relating to any Tax.

"Technology" means all inventions, works, discoveries, innovations, know-how, information (including ideas, research and development, formulas, algorithms, compositions, processes and techniques, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, graphics, illustrations, artwork, documentation, and manuals), databases, computer software, firmware, computer hardware, integrated circuits and integrated circuit masks, electronic, electrical, and mechanical equipment, and all other forms of technology, including improvements, modifications, works in process, derivatives, or changes, whether tangible or intangible, embodied in any form, whether or not protectable or protected by patent, copyright, mask work right, trade secret law, or otherwise, and all documents and other materials recording any of the foregoing.

"Termination Fee" has the meaning set forth in Section 9.06(a).

"Third Party Claim" has the meaning set forth in Section 8.05(b).

"Transaction Expenses" means all fees, costs and expenses incurred by or on behalf of, or otherwise payable by the Company or any Subsidiary that have not been paid as of the Closing Date and that will become or remain a liability of the Company or any Subsidiary (a) to third parties in connection with the consideration, preparation, documentation, execution and consummation of

the transactions contemplated by this Agreement, or any alternative transactions, including fees and disbursements of the Company or any Subsidiary, attorneys, financial advisors, accountants and other advisors and service providers, and (b) in respect of any bonus, severance or other payment or other form of compensation or benefits that is created, accelerated, accrues or becomes payable by the Company or any Subsidiary in connection with the consummation of the transactions contemplated by this Agreement (excluding any "double trigger" payments resulting from a termination of employment or service caused or directed by Parent in connection with or after the Closing), to any present or former manager/director, shareholder, employee, independent contractor or consultant thereof, including pursuant to any employment or consulting agreement, benefit plan or any other Contract, including any Taxes of the Company or Subsidiaries as an employer payable on or triggered by any such payment.

"Transfer Agent" means Odyssey Trust Company.

"Updated Contingent Liability Escrow Adjustment – 12 Months" means the number of Subordinate Voting Shares equal to the Merger Consideration less the Actual Contingent Liability Adjusted Merger Consideration – 12 Months.

"Updated Contingent Liability Escrow Adjustment – 18 Months" means the number of Subordinate Voting Shares equal to the Actual Contingent Liability Adjusted Merger Consideration – 12 Months less the Actual Contingent Liability Adjusted Merger Consideration – 18 Months.

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

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

"Voting and Support Agreement" means that form of voting and support agreement attached hereto as Exhibit A.

Section 1.02 Interpretive Provisions. Unless the express context otherwise requires:

(a) the words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa;

(c) the terms "Dollars" and "$" mean United States Dollars;

(d) references herein to a specific Section, Subsection, Recital, Schedule or Exhibit shall refer, respectively, to Sections, Subsections, Recitals, Schedules or Exhibits of this Agreement;

(e) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation";

(f) references herein to any gender shall include each other gender;

(g) references herein to any Person shall include such Person's heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section 1.02(g) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement;

(h) references herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity;

(i) references herein to any Contract or agreement (including this Agreement) mean such Contract or agreement as amended, supplemented or modified from time to time in accordance with the terms thereof;

(j) with respect to the determination of any period of time, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding";

(k) references herein to any Law or any license mean such Law or license as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time; and

(l) references herein to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder.

ARTICLE II
THE MERGER

Section 2.01 The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the DGCL, at the Effective Time (as hereinafter defined), Merger Sub shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving company following the Merger (the "Surviving Company"). The corporate existence of the Company, with all its purposes, rights, privileges, franchises, powers and objects, shall continue unaffected and unimpaired by the Merger.

Section 2.02 Effects of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time:

(a) All the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Company, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Company, excluding the Company's New Jersey asset, ULNJ, LLC.

(b) The Certificate of Incorporation shall be the certificate of incorporation of the Surviving Company, until duly amended or repealed in accordance with the provisions thereof and of applicable Law; and

(c) The Bylaws of the Company shall be the bylaws of the Surviving Company, until duly amended or repealed in accordance with the provisions thereof and of applicable Law.

Section 2.03 Treatment of Preferred Stock, Common Stock, Stock Options and Warrants.

(a) Conversion of the Company Preferred Stock. Immediately prior to the Effective Time, all outstanding shares of Preferred Stock, including all rights and preferences set forth therein, shall convert into shares of Company Common Stock without any action on the part of the holders of Preferred Stock in accordance with the Certificate of Incorporation, including all rights and preferences for each class of Preferred Stock set forth therein.

(b) Conversion of the Company Common Stock. At the Effective Time by virtue of the Merger:

(i) The shares of the Company Common Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares) shall be canceled and shall by virtue of the Merger and without any action on the part of the Shareholders be converted automatically into the right to receive such Shareholders' Pro Rata Share of the Merger Consideration, described in Section 2.06; and

(ii) All shares of the Company Common Stock converted pursuant to Section 2.03(b)(i) shall no longer be outstanding and shall automatically be canceled and retired and cease to exist, except as to Dissenting Shares, and the Shareholders shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration in accordance with the terms herein.

(c) Treatment of Company Stock Options. By virtue of the Merger and without any action on the part of the holders thereof, each option to acquire Company Common Stock ("Company Stock Option"), whether vested or unvested, that is outstanding and unexercised as of immediately prior to the Effective Time shall be cancelled.

(d) Treatment of Company Warrants. The Company shall take any actions necessary to cause all issued and outstanding warrants to purchase Company Common Stock to either be exercised and terminated prior to the Effective Time or be terminated at the Effective Time.

Section 2.04 Merger Sub Stock. At the Effective Time, all outstanding shares of common stock, no par value per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become, collectively, one validly issued, fully paid and nonassessable share of common stock, no par value per share, of the Surviving Company and shall constitute the only outstanding shares of capital stock of the Surviving Company.

Section 2.05 Directors and Officers. The directors and officers of Merger Sub, in each case, immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Company until their successors have been duly elected or appointed and qualified or until their earlier death, resignation, or removal in accordance with the certificate of incorporation and by-laws of the Surviving Company.

Section 2.06 Merger Consideration. On the terms and subject to the conditions set forth in this Agreement, including, and in reliance on, the representations, warranties and covenants of the parties hereto, at the Closing, the aggregate consideration to be paid by Parent in the Merger (the "Merger Consideration") shall be such number of Subordinate Voting Shares as determined on Schedule A, as may be adjusted in accordance with Section 2.10 and Section 2.11; provided, however, notwithstanding anything contained herein to the contrary, in no event shall the Merger Consideration (after any adjustments made under Sections 2.10, 2.11 and 2.18) be less than the Minimum Merger Consideration. The Subordinate Voting Shares issuable as the Merger Consideration shall be uncertificated (subject to the Lockup Agreement). As consideration for the issuance of the Merger Consideration, the Surviving Company shall

issue Parent one (1) share of common stock for each Subordinate Voting Share issued to the Shareholders as part of the Merger Consideration.

Section 2.07 Exchange Procedures.

(a) Prior to the Effective Time, Parent shall deliver a treasury direction to the Transfer Agent for the purpose of exchanging, in accordance with this Article II, the Company Common Stock for the Merger Consideration payable pursuant to Section 2.11. At least five (5) Business Days prior to the Closing, the Company shall deliver to Parent a list of all holders of Company Common Stock (including the holders of convertible notes that will be converted at the Closing).

(b) The Transfer Agent shall deliver the Subordinate Voting Shares to former holders of the Company Common Stock electronically, without the need for such holder to surrender certificates, if any, representing the Company Common Stock.

Section 2.08 No Further Ownership Rights in the Company Common Stock. All shares of Subordinate Voting Shares issued in accordance with the terms of this Article II shall be deemed to have been issued or paid in full satisfaction of all rights pertaining to the shares of Company Common Stock and there shall be no further registration of transfers on the stock transfer books of the Surviving Company of the shares of the Company Common Stock which were outstanding immediately prior to the Effective Time.

Section 2.09 Stock Transfer Books. On the Closing Date, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of shares of Company Common Stock thereafter on the records of the Company. From and after the Effective Time, the Shareholders shall cease to have any rights with respect to such shares of Company Common Stock formerly represented thereby, except as otherwise provided herein or by Law. On or after the Effective Time, any certificates presented to Parent for any reason shall only entitle such Shareholder to receive its Pro Rata Share of the Merger Consideration with respect to the shares of Company Common Stock formerly represented thereby.

Section 2.10 Preliminary Signing and Closing Statement.

(a) No later than three (3) Business Days prior to the executing of this Agreement, the Company and the Parent shall agree to the form of Schedule A based on their most recently available unaudited monthly financial statements.

(b) No later than three (3) Business Days prior to Closing, the Company shall provide to Parent the Company's good faith estimate of the Company Equity Value, calculated in accordance with Schedule A and based on their most recently available unaudited monthly financial statements, which shall be prepared within thirty (30) days after the end of each month (the "Company Preliminary Closing Statement").

(c) No later than three (3) Business Days prior to Closing, Parent shall provide to Company Parent's good faith estimate of the amount the Parent Equity Value, calculated in accordance with Schedule A (the "Parent Preliminary Closing Statement").

(d) After delivery of the Company Preliminary Closing Statement and the Parent Preliminary Closing Statement, Parent shall within three (3) Business Days deliver the Preliminary Closing Statement based off of the Company Preliminary Closing Statement and the Parent Preliminary Closing Statement, all to be calculated in accordance with Schedule A, in each case as set forth above. The Merger

Consideration set forth in the Preliminary Closing Statement shall be issued at Closing in accordance with this Agreement.

Section 2.11 Final Closing Statement.

(a) Determination of Final Merger Consideration. Within sixty (60) days after the Closing Date, Parent shall prepare and deliver to the Shareholder Representative a statement (the "Final Closing Statement"), setting forth its proposed calculation of the Merger Consideration, in accordance with Schedule A, which shall be based on the Parents' and the Company's unaudited monthly financial statements as of the Closing Date.

(b) Examination and Review.

(i) Examination. After receipt of the Final Closing Statement, the Shareholder Representative shall have forty-five (45) days (the "Review Period") to review the Final Closing Statement. During the Review Period, Shareholder Representative and its representatives shall have full access to the books and records of the Surviving Company and to such historical financial information (to the extent in Parent's possession) relating to the Final Closing Statement as the Shareholder Representative may reasonably request for the purpose of reviewing the Final Closing Statement and to prepare a Statement of Objections (defined below), provided, that such access shall be at the expense of the Shareholder Representative and during normal business hours upon reasonable advance notice to Parent in a manner that does not unreasonably interfere with the normal business operations of Parent or the Surviving Company.

(ii) Objection. On or prior to the last day of the Review Period, the Shareholder Representative may object to the Final Closing Statement by delivering to Parent a written statement setting forth the Shareholder Representative's objections in reasonable detail, indicating each disputed item or amount and the basis for the Shareholder Representative's disagreement therewith (the "Statement of Objections"). If the Shareholder Representative gives Parent written notice of the Shareholder Representative's acceptance of the Final Closing Statement or fails to deliver the Statement of Objections before the expiration of the Review Period, then the Final Closing Statement and any resulting adjustment to the Merger Consideration reflected in the Final Closing Statement shall be deemed to have been accepted by the Shareholder Representative. If the Shareholder Representative delivers the Statement of Objections before the expiration of the Review Period, Parent and the Shareholder Representative shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the "Resolution Period"), and, if the same are so resolved within the Resolution Period, any resulting adjustment to the Merger Consideration and the Final Closing Statement, with such changes as may have been previously agreed in writing by Parent and the Shareholder Representative, shall be final and binding.

(iii) Resolution of Disputes. If the Shareholder Representative and Parent fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute ("Disputed Amounts" and any amounts not so disputed, the "Undisputed Amounts") shall be submitted for resolution to the Independent Accountant who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the Final Closing Statement. The Parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the Parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Final Closing Statement and the Statement of Objections, respectively.

(c) Fees of the Independent Accountant. The fees and expenses of the Independent Accountant shall be paid by the Shareholder Representative, on the one hand, and by Parent, on the other hand, based upon the percentage that the amount actually contested but not awarded to Seller bears to the aggregate amount actually contested by the Shareholder Representative.

(d) Determination by Independent Accountants. The Independent Accountant shall make a determination as soon as practicable within thirty (30) days (or such other time as the Parties hereto shall agree in writing) after their engagement, and their resolution of the Disputed Amounts and their adjustments to the Final Closing Statement shall be conclusive and binding upon the parties hereto.

(e) Adjustment to Merger Consideration.

(i) If there is finally determined pursuant to this Section 2.11 a Merger Consideration Deficit, Parent and the Shareholder Representative shall, within three (3) Business Days after the date of such determination, deliver a joint written instruction to the Escrow Agent to pay to Parent the Merger Consideration Deficit, by transferring such number of shares of Subordinate Voting Shares equal to the Merger Consideration Deficit from the Adjustment Escrow Account. Any remaining shares in the Adjustment Escrow Account shall be released to the Shareholder Representative. In the event that the Subordinate Voting Shares available in the Adjustment Escrow Account are less than the required number of Subordinate Voting Shares to satisfy the Merger Consideration Deficit, then the Parent shall have the right to distribute Subordinate Voting Shares from the Contingent Liability Escrow Account. If Subordinate Voting Shares are distributed from the Contingent Liability Escrow Account, then (x) the maximum amount of Losses for which Parent Indemnified Parties under Section 8.04(b), shall be entitled to receive for indemnification under Section 8.02(a) and Section 8.02(b) and (y) the maximum amount of Losses for which Seller Indemnified Parties under Section 8.04(d), shall be entitled to receive for indemnification under Section 8.03(a) and Section 8.03(b), shall be reduced by the number of Subordinate Voting Shares distributed from the Contingent Liability Escrow Account, as required in accordance with Schedule A.

(ii) If there is finally determined pursuant to this Section 2.11 a Merger Consideration Surplus, Parent shall, within three (3) Business Days after the date of such determination pay to the Shareholder Representative for further distribution to the Shareholders such number of shares of Subordinate Voting Shares equal to the Merger Consideration Surplus.

Section 2.12 Closing. Subject to the terms and conditions of this Agreement, the consummation of the Merger shall take place at a closing (the "Closing") to be held remotely via the electronic exchange of counterpart signature pages on the date which is thirty (30) days after the satisfaction of all Closing conditions set forth in Sections 2.13 and 2.14, unless otherwise waived, or such date as modified by Section 7.01(a) (the "Closing Date"). At the Closing, the Company, Parent or Merger Sub shall cause the Merger to be consummated by filing an Agreement of Merger (the "Agreement of Merger") with the Delaware Secretary of State and by making all other filings or recordings required under the DGCL in connection with the Merger, in such form as is required by, and executed in accordance with the relevant provisions of, the DGCL. The Merger shall become effective at such time as the Agreement of Merger is duly filed with the Delaware Secretary of State, or at such other time as the parties hereto agree shall be specified in the Agreement of Merger (the date and time the Merger becomes effective, the "Effective Time").

Section 2.13 Closing Deliveries by the Company. At the Closing, the Company shall deliver or cause to be delivered to Parent the following:

(a) the Agreement of Merger, duly executed by an authorized officer of the Company;

(b) executed copies of each third-party consent, approval, notification or amendment listed on Section 4.05 of the Company Disclosure Schedule, expressly excluding item 8 of such Disclosure Schedule which is hereby waived, and in the event a Closing is conducted pursuant to Schedule 7.01(a), items 5 and 6 of Section 4.05 of the Company Disclosure Schedule are waived as to the Closing of the Phase 1 Merger, provided further, which, for the avoidance of doubt, shall include, without limitation, the consent of the Company's lenders listed as items 1 and 2 on Section 4.05 of the Company Disclosure Schedule; notwithstanding anything contained herein to the contrary, Parent shall accept the Company's lender loan documents as is, and any changes proposed by Parent are subject to approval by the Company's lenders at their sole discretion;

(c) executed counterparts of each of the Ancillary Agreements (as applicable);

(d) audited financial statements (including the related notes thereto) of the Company and its consolidated subsidiaries for the year ended December 31, 2020, such financial statements have been prepared in conformity with the IFRS;

(e) certificates of good standing for the Company and each of the Subsidiaries issued by the California Secretary of State, dated as of a date not earlier than ten (10) days prior to the Closing;

(f) complete and correct copies of the minute books, stock books, ledgers and registers, if any, and other records relating to the organization, ownership and maintenance of the Company and each Subsidiary, if not currently located on the premises of the Company;

(g) a certification duly executed by the Company and dated as of the Closing Date, in form and substance required under Regulations Section 1.897-2(h)(2) and 1.1445-2(c)(3) and reasonably acceptable to Parent, certifying that none of the equity interests in the Company is a "United States real property interest" within the meaning of Section 897 of the Code;

(h) countersigned releases and resignations, effective as of the Closing, of such officers and directors of the Company and each Subsidiary, as designated by Parent, in such form as are acceptable to counsel to the Company;

(i) payoff letters, releases and lien discharges (or agreements therefor), each in a form reasonably satisfactory to Parent from each creditor or vendor that has a claim that is part of the Indebtedness, Capital Lease Obligations or Transaction Expenses (the "Payoff Letters"), such Payoff Letters to also specify the amount owed to such creditors as well as wire instructions for any payment to be made to any of them;

(j) a certificate from a duly authorized officer of the Company, dated as of the Closing, (i) certifying and attaching true and complete copies of (A) the resolutions duly and validly adopted by the Company Board and the requisite vote of the Shareholders authorizing the execution, delivery and performance of this Agreement, the Ancillary Agreements (as applicable) and the consummation of the transactions contemplated hereby and thereby; (B) the certificate of incorporation of the Company, as amended to date and as currently in effect; and (C) the bylaws of the Company, as amended to date and as currently in effect; and (ii) certifying the names and specimen signatures of the officers of the Company authorized to sign this Agreement and the Ancillary Agreements to which the Company is a party and the other documents to be delivered hereunder and thereunder;

(k) all certificates, documents, schedules, agreements, resolutions, consents, approvals, rulings or other instruments required to be delivered under any of the Ancillary Agreements; and

(l) such other certificates, documents, schedules, agreements, resolutions, consents, approvals, rulings or other instruments as may be reasonably requested by Parent in order to effectuate or evidence the transactions contemplated hereby.

Section 2.14 Closing Deliveries by Parent. At the Closing, Parent shall deliver or cause to be delivered the following:

(a) the Merger Consideration to be paid as follows:

(i) A number of shares equal to the Merger Consideration, based on the Preliminary Closing Statement less subsections (ii) and (iii) below, to the Adjustment Escrow Account;

(ii) A number of shares determined by the Preliminary Closing Statement, as more particularly set forth in Section 2.18(a), to the Contingent Liability Escrow Account; and

(iii) 50,000,000 Subordinate Voting Shares to the Shareholders Escrow.

(b) the Certificate of Merger, duly executed by an authorized officer of Parent and Merger Sub;

(c) the Agreement of Merger, duly executed by an authorized officer of Parent and Merger Sub;

(d) executed counterparts of each of the Ancillary Agreements (as applicable);

(e) a certificate of status for Parent from the jurisdiction in which Parent is incorporated, dated as of a date not earlier than ten (10) days prior to the Closing;

(f) a certificate from a duly authorized officer of Parent, dated as of the Closing, certifying and attaching true and complete copies of the resolutions duly and validly adopted by the Board of Directors of Parent authorizing the execution, delivery and performance of this Agreement, the Ancillary Agreements (as applicable) and the consummation of the transactions contemplated hereby and thereby;

(g) countersigned releases and resignations, effective as of the Closing, of such of the officers and directors of the Company and each Subsidiary, as are designated by Parent, in such form as are acceptable to counsel to the Company;

(h) if required pursuant to CSE rules applicable to Parent, the consent of the CSE in respect of the issuance of the Merger Consideration as contemplated in this Agreement; and

(i) such other certificates, documents, schedules, agreements, resolutions, consents, approvals, rulings or other instruments as may be reasonably requested by the Shareholder Representative in order to effectuate or evidence the transactions contemplated hereby.

Section 2.15 Conveyance Taxes. All transfer (including real estate transfer), documentary, sales, use, stamp, registration and other such similar Taxes and fees (including any penalties and interest) incurred in connection with this Agreement or the transactions contemplated hereby will be paid by one-half by Parent and one-half by the Company when due, and Parent will, at its own expense, file all necessary Tax Returns and other documentation, in a manner consistent with applicable Law, with respect to all such transfer, documentary, sales, use, stamp, registration and other Taxes and fees.

Section 2.16 Withholding Tax. Each of Parent, Merger Sub, and the Surviving Company shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Article II such amounts as may be required to be deducted and withheld with respect to the making of such payment under any tax Laws. To the extent that amounts are so deducted and withheld by Parent, Merger Sub, or the Surviving Company, as the case may be, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which Parent, Merger Sub, or the Surviving Company, as the case may be, made such deduction and withholding.

Section 2.17 Reserved.

Section 2.18 Escrow.

(a) The number of Subordinate Voting Shares equal to the Contingent Liability Escrow Amount shall be put into a segregated escrow account (the "Contingent Liability Escrow Account") on the Closing Date based on the Preliminary Closing Statement, to satisfy, at least in part, any Contingent Liabilities. Nowithstanding anything contained hearinto the contrary, in no event shall there be any change to the Contingent Liabilty Escrow Amount at the time the Final Closing Statement is determined per Section 2.11. If the Company or Parent becomes obligated (whether through mutual agreement between Parent and Shareholder Representative, as a result of a final non-appealable judicial determination or otherwise finally determined in accordance with the terms hereof or the terms of the Escrow Agreement) to provide indemnification or another payment pursuant to or in accordance with the terms of this Agreement, Parent and Shareholder Representative shall, if necessary for the release of Subordinate Voting Shares from the Indemnity Escrow Account, execute joint written instructions to the Escrow Agent to disburse the appropriate amounts, based on the value of the Indemnity Escrow Amount as of the date hereof, in accordance with the terms of this Agreement and the Escrow Agreement. The Escrow Agent shall hold the Contingent Liability Escrow Amount in accordance with the terms of the Escrow Agreement until the later of (i) final resolution of any claims made by Parent or Parent Indemnified Party in accordance with the terms of this Agreement and the Contingent Liability Escrow Agreement, or (ii) (x) the twelve (12) month anniversary of the Closing Date with respect to Contingent Liability – Non-Fundamental Representations (the "Non-Fundamental Escrow Period") and (y) the eighteen (18) month anniversary of the Closing Date with respect to Contingent Liability - Taxes (the "Taxes Escrow Period").

(b) The number of Subordinate Voting Shares equal to the Merger Consideration using the Preliminary Closing Statement less (x) the Minimum Merger Consideration, and (y) the Contingent Liability Escrow Amount using the Preliminary Closing Statement (the "Adjustment Escrow Amount"), shall be put into a segregated escrow account (the "Adjustment Escrow Account"). The Escrow Agent shall hold the Adjustment Escrow Amount in accordance with the terms of the Escrow Agreement until Parent and Shareholder Representative execute joint written instructions to the Escrow Agent to disburse the appropriate amounts in accordance with the terms of this Agreement and the Escrow Agreement.

(c) At the end of the twelve (12) month period following the Closing Date, Parent and Stockholder Representative shall, if necessary for the release of Subordinate Voting Shares from the Contingent Liability Escrow Account, execute joint written instructions to the Escrow Agent to disburse from the Contingent Liability Escrow Amount in accordance with the terms of this Agreement and the Escrow Agreement, (i) if the Updated Contingent Liability Escrow Adjustment – 12 Months is a positive number, then (x) the Updated Contingent Liability Escrow Adjustment – 12 Months shall be released to Parent and (y) the difference between the Non-Fundamental Representations Escrow Amount and the Updated Contingent Liability Escrow Adjustment – 12 Months shall be released to the Stockholder Representative, and (ii) if the Updated Contingent Liability Escrow Adjustment – 12 Months is a negative number, then (x) the Parent shall issue to the Stockholder Representative such number of Subordinated Voting Shares equal to the Updated Contingent Liability Escrow Adjustment – 12 Months and (y) the full

amount of the Non-Fundamental Representations Escrow Amount shall be released to the Stockholder Representative.

(d) At the end of the eighteen (18) month period following the Closing Date, Parent and Stockholder Representative shall, if necessary for the release of Subordinate Voting Shares from the Contingent Liability Escrow Account, execute joint written instructions to the Escrow Agent to disburse from the Contingent Liability Escrow Amount in accordance with the terms of this Agreement and the Escrow Agreement (i) if the Updated Contingent Liability Escrow Adjustment – 18 Months is a positive number, then (x) the Updated Contingent Liability Escrow Adjustment – 18 Months shall be releasd to Parent and (y) the difference between the Taxes Escrow Amount and the Updated Contingent Liability Escrow Adjustment – 18 Months shall be released to the Stockholder Representative, and (ii) if the Updated Contingent Liability Escrow Adjustment – 18 Months is a negative number, then (x) the Parent shall issue to the Stockholder Representative such number of Subordinated Voting Shares equal to the Updated Contingent Liability Escrow Adjustment – 18 Months and (y) the full amount of the Taxes Escrow Amount shall be released to the Stockholder Representative.

(e) Each of Parent, Merger Sub, and the Surviving Company hereby acknowledge and agree that Schedule A shall not change after the end of the twelve (12) month period and the eighteen (18) month period following the Closing Date, except for the actual Contingent Liabilities of both Parent and the Company.

(f) For the avoidance of doubt, if, at the end of the respective Non-Fundamental Escrow Period and the Taxes Escrow Period, there are no obligations to provide indemnification for Losses or other payments pursuant to or in accordance with the terms of this Agreement, the parties shall execute joint written instructions to the Escrow Agent to disburse any remaining Subordinate Voting Shares in the Contingent Liability Escrow Account or such amount of Subordinate Voting Shares that are not subject to any claims or adjustments under Article VIII to the Shareholder Representative for further distribution to the Shareholders.

(g) Notwithstanding anything herein to the contrary, the maximum amount of Losses for which Parent Indemnified Parties under Section 8.04(b), shall be entitled to receive for indemnification under Section 8.02(a) and Section 8.02(b) and the maximum amount of Losses for which Seller Indemnified Parties under Section 8.04(d), shall be entitled to receive for indemnification under Section 8.03(a) and Section 8.03(b), shall be $***[Redacted – commercially sensitive information]***.

Section 2.19 Merger Consideration Adjustments. Any amounts distributed to Parent pursuant to the provisions of Section 2.18 shall be deemed to be and treated for all purposes as adjustments to the Merger Consideration.

Section 2.20 Dissenting Shares. Each outstanding share of Company Common Stock the holder of which has perfected his, her or its right to dissent pursuant to Chapter 13 of the CGCL and has not effectively withdrawn or lost such right as of the Effective Time (the "Dissenting Shares"), shall not be converted into or represent a right to receive the Merger Consideration, and the holder thereof shall be entitled only to such rights as are granted by the CGCL. The Company shall give Parent prompt notice upon receipt by the Company of any such written demands for payment of the fair value of such shares of the Company Common Stock and of withdrawals of such demands and any other instruments provided pursuant to the CGCL. If any holder of Dissenting Shares shall have effectively withdrawn or lost the right to dissent (through failure to perfect or otherwise), the Dissenting Shares held by such holder shall be converted on a share-by-share basis into the right to receive the Merger Consideration in accordance with the applicable provisions of this Agreement. Any payments made in respect of Dissenting Shares shall be made by Parent within the time period set forth in the CGCL.

ARTICLE III
PARENT MEETING

Section 3.01 Parent Meeting.

(a) In a timely and expeditious manner, Parent shall:

(i) lawfully convene and hold the Parent Meeting in accordance with Parent's articles and by-laws and applicable Laws, as soon as reasonably practicable subject to the Company's compliance with Section 3.03, for the purpose of having the shareholders of Parent consider the Merger Resolution, and, except as required by Law, not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Parent Meeting without the prior written consent of the Company;

(ii) solicit proxies in favor of the approval of the Merger Resolution and against any resolution submitted by any Parent shareholder that is inconsistent with the Merger Resolution and the completion of any of the transactions contemplated by this Agreement, and the Parent may at its own expense, or will if so requested by the Company and at the Company's expense, retain and use the services of proxy solicitation services firms to solicit proxies in favor of the approval of the Merger Resolution;

(iii) provide the Company with copies of or access to information regarding the Parent Meeting generated by any proxy solicitation services firm, as requested from time to time by the Company, acting reasonably;

(iv) consult with the Company in fixing the record date for, and date of, the Parent Meeting, give notice to the Company of the Parent Meeting and allow the Company's Representatives and legal counsel to attend the Parent Meeting;

(v) promptly advise the Company, at such times as the Company may reasonably request, as to the aggregate tally of the proxies received by the Parent in respect of the Merger Resolution;

(vi) promptly advise the Company of any communication (written or oral) from any shareholder of the Parent in opposition to the Merger Resolution, provided that a vote against the Merger Resolution in any form of proxy shall not be considered to be a written communication for the purposes of this Section 3.01(a)(vi); and

(vii) not change the record date for the Parent shareholders entitled to vote at the Parent Meeting in connection with any adjournment or postponement of the Parent Meeting unless required by Law.

Section 3.02 Parent Circular.

(a) Subject to the Company complying with Section 3.03:

(i) Parent shall, in consultation with the Company, promptly prepare the Parent Circular together with any other documents required by the *Business Corporations Act (Ontario)* and other applicable Laws in connection with the approval of the Merger Resolution at the Parent Meeting;

(ii) Parent shall as soon as reasonably practicable after the execution of this Agreement, cause the *Parent* Circular and such other documents to be filed and sent to the shareholders *of*

Parent in compliance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* and filed as required by applicable Laws.

(b) Parent shall ensure that the Parent Circular complies in all material respects with applicable Laws, and, without limiting the generality of the foregoing, that the Parent Circular (including with respect to any information incorporated therein by reference) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (other than in each case with respect to any information furnished by the Company) and will provide the shareholders of Parent with information in sufficient detail to permit them to form a reasoned judgement concerning the matters to be placed before them at the Parent Meeting.

(c) Parent and the Company shall cooperate in the preparation, filing and mailing of the Parent Circular. Parent shall provide legal counsel to the Company with a reasonable opportunity to review and comment on all drafts of the Parent Circular and other documents related thereto prior to filing the Parent Circular with applicable Governmental Authorities and printing and mailing the Parent Circular and shall give reasonable consideration to such comments. All information relating solely to the Company included in the Parent Circular shall be provided by the Company in accordance with Section 3.03 and shall be in form and content satisfactory to the Company, acting reasonably, and the Parent Circular will include a recommendation from the Parent Board to the shareholders to vote in favor of the Merger Resolution.

(d) Parent and the Company shall each promptly notify the other if at any time before the Closing Date it becomes aware (in the case of Parent only with respect to Parent and in the case of the Company only with respect to the Company) that the Parent Circular or any other document referred to in Section 3.03 contains any misrepresentation (as defined in the *Securities Act* (Ontario)) or otherwise requires any amendment or supplement and promptly deliver written notice to the other Party setting out full particulars thereof. In any such event, Parent and the Company shall cooperate with each other in the preparation, filing and dissemination of any required supplement or amendment to the Parent Circular or such other document, as the case may be, and any related news release or other document necessary or desirable in connection therewith.

Section 3.03 Company Disclosure. The Company shall as soon as reasonably practicable after the execution of this Agreement, furnish Parent with all such information regarding the Company as may be required to be included in the Parent Circular pursuant to applicable Laws and any other documents related thereto, including without limitation (i) audited financial statements (including the related notes thereto) of the Company and its consolidated Subsidiaries for the year ended December 31, 2020, (ii) reviewed (unaudited) income statement of the Company and its consolidated subsidiaries for the three and nine months ended September 30, 2021, and (iii) reviewed (unaudited) statement of financial position of the Company and its subsidiaries dated September 30, 2021, such financial statements having been prepared in conformity with IFRS.

Section 3.04 Auditor Consent. The Company shall obtain any necessary consents from its auditor and any other advisors to the use of any financial or other expert information required to be included in the Parent Circular and to the identification in the Parent Circular of each such advisor.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company Disclosure Schedule, the Company represents and warrant to Parent that the statements contained in this Article IV are true and correct as of the date of this Agreement.

Section 4.01 Organization and Authority; Execution; Enforceability.

(a) The Company (i) is a corporation validly existing and in good standing under the laws of the State of Delaware; and (ii) is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have a Company Material Adverse Effect. The Company has all necessary corporate power and authority to enter into this Agreement and the Ancillary Agreements to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements by the Company, the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Company. This Agreement has been, and upon their execution, the Ancillary Agreements to which the Company is a party, shall have been, duly executed and delivered by the Company, and this Agreement constitutes, and upon their execution the Ancillary Agreements shall constitute, legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms except to the extent enforcement may be affected by Laws relating to bankruptcy, insolvency, creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies.

(b) The Company Board, by resolutions duly adopted by a unanimous vote at a meeting of all directors of the Company duly called and held and, not subsequently rescinded or modified in any way, has: (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, the Company and the Shareholders; (ii) approved and declared advisable this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Merger, upon the terms and subject to the conditions set forth herein; (iii) directed that this Agreement be submitted to a vote of the Shareholders at a duly called meeting or by written consent; and (iv) resolved to recommend that the Shareholders vote in favor of adoption of this Agreement in accordance with the DGCL (collectively, the "Company Board Recommendation").

Section 4.02 Subsidiaries.

(a) Other than as set forth on Section 4.02(a) of the Company Disclosure Schedule, there are no corporations, limited liability companies, partnerships, joint ventures, associations or other entities in which the Company or any Subsidiary owns, of record or beneficially, any direct or indirect equity or other interest or any right (contingent or otherwise) to acquire the same, and neither the Company nor any Subsidiary has any obligation to make any investment (in the form of a loan, capital contribution or otherwise) in any Person.

(b) Each Subsidiary (i) is a corporation or a limited liability company, validly existing and in good standing under the laws of the State of California or Delaware, as the case may be; and (ii) is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have a Company Material Adverse Effect. Each Subsidiary has all necessary power and authority to enter into the Ancillary Agreements to which it is a party, to carry out its obligations thereunder and to consummate the transactions contemplated thereby. Section 4.02(b) of the Company Disclosure Schedule sets forth each Subsidiary's name, type of entity, and each jurisdiction where it is licensed or qualified to do business.

Section 4.03 Capitalization.

(a) The Company's Common Stock and Preferred Stock is beneficially owned as set forth on Section 4.03(a) of the Company Disclosure Schedule.

(b) All of the shares of Common Stock and Preferred Stock of the Company were issued in compliance with applicable Laws. None of shares of Common Stock and Preferred Stock were issued in violation of the Organizational Documents of the Company or any other agreement, arrangement or commitment to which any Shareholder or the Company is a party and are not subject to or in violation of any preemptive or similar rights of any Person.

(c) Except as set forth in Section 4.03(c) of the Company Disclosure Schedule, there are no issued, reserved for issuance or outstanding (i) voting securities of or ownership interests in the Company, (ii) securities of the Company convertible into or exchangeable for voting securities of or ownership interests in the Company, (iii) warrants, calls, options or other rights to acquire from the Company, or other obligation of the Company to issue, voting securities or securities convertible into or exchangeable for voting securities of the Company or (iv) securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, or distributions on, or proceeds from the sale of, any equity securities of the Company, including any share appreciation rights, profits interests, phantom or shadow equity.

(d) Except as set forth in Section 4.03(d) of the Company Disclosure Schedule and other than the Organizational Documents, there are no voting trusts, proxies or other agreements or understandings in effect with respect to the voting or transfer of any capital stock of the Company.

Section 4.04 No Conflict. The execution, delivery and performance by the Company of this Agreement and the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate, conflict with or result in the breach of any provision of the Organizational Documents of the Company; (ii) conflict with or result in a violation or breach of any Law or Order applicable to the Company or any of its respective assets, properties or businesses, including the Business; (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any Contract to which the Company is a party or the Company is bound or by which any of the Company's properties or assets are subject; (iv) result in the creation of any Lien on any of the Company's properties or assets; or (v) conflict with or result in a breach of any of the terms or requirements of, or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify, any Permit that is held by or on behalf of the Company; except in the case of (ii) – (v) where such conflict or result would not have a Company Material Adverse Effect.

Section 4.05 Consents. Except as set forth in Section 4.05 of the Company Disclosure Schedule or as would not have a Material Adverse Effect, the execution, delivery and performance by the Company of this Agreement and each Ancillary Agreement, does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority or any other Person.

Section 4.06 Financial Statements.

(a) Complete copies of the Company's audited consolidated annual financial statements consisting of its balance sheet as of December 31, 2020, and the related statements of income and retained earnings, members' equity and cash flow for the year then ended (collectively, the "Financial

Statements") have been delivered to Parent. The Financial Statements have been prepared in accordance with IFRS applied on a consistent basis throughout the periods involved. The Financial Statements are based on the books and records of the Company, and fairly present their financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated. The consolidated balance sheet of the Company as of December 31, 2020 is referred to herein as the "Balance Sheet" and the date thereof as the "Balance Sheet Date". The Company maintains a standard system of accounting established and administered in accordance with GAAP.

Section 4.07 Undisclosed Liabilities. To the Knowledge of the Company, the Company does not have any Liabilities, except (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, or (b) those which have been incurred in the Ordinary Course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

Section 4.08 Bank Accounts. Set forth in Section 4.08 of the Company Disclosure Schedule is a complete and correct list of all banks or other financial institutions with which the Company or any Subsidiary has an account, showing the type and account number of each such account, and the names of the persons authorized as signatories thereon or to act or deal in connection therewith.

Section 4.09 Indebtedness; Payment Obligations. Set forth in Section 4.09 of the Company Disclosure Schedule is an accurate and complete summary of all Indebtedness, Capital Lease Obligations and payment obligations of the Company or any Subsidiary to any Person as of the day immediately prior to the Closing Date, and such summary is true and correct in all material respects as of such date.

Section 4.10 Absence of Certain Facts or Events. Except as expressly contemplated by this Agreement or as set forth in Section 4.10 of the Company Disclosure Schedule, since the Balance Sheet Date, the Business has been conducted in all material respects in the Ordinary Course of business consistent with past practice and there has not been with respect to the Company or any Subsidiary any:

(a) Company Material Adverse Effect;

any damage, destruction or loss to the assets or Business, whether covered by insurance or not, involving damages, losses or assets valued in excess of $**[*Redacted – commercially sensitive information*]**;

(b) (A) material amendment to or entering into of any employment or independent contractor agreements or any severance or termination agreements with, any increase in the compensation payable or to become payable by the Company or any Subsidiary to, any employee, independent contractor, manager/director or officer whose annual remuneration (which, for purposes of this Section 4.10(b)(A) includes base salary and targeted commissions and bonuses) exceeds $**[*Redacted – commercially sensitive information*]**; or (B) any establishment or termination of, or increase in or material amendment or modification to the coverage or benefits under any bonus, insurance, pension, retention, transaction bonus, change in control or other Benefit Plan that, in any case, is not in the Ordinary Course of business, consistent with past practice;

(c) any issuance, sale, transfer or disposition of capital stock or other equity interest of the Company or any Subsidiary or options or rights to acquire capital stock or other equity interest of the Company or any Subsidiary, any redemption, repurchase or other cancellation or acquisition of outstanding shares of capital stock or other equity interest of the Company or any Subsidiary, any declaration, setting aside or payment of any dividend or distribution thereon (other than cash dividends or distributions), any recapitalization, reclassification, stock split or reverse stock split, any merger of the Company or any Subsidiary with any Person, any purchase or other acquisition by the Company or any Subsidiary of capital

stock or other interest in any other Person, any purchase or other acquisition by the Company or any Subsidiary of all or substantially all of the business or assets of any other Person, any transfer or sale of a substantial portion of the Business or assets of the Company or any Subsidiary to any Person or any agreement to take any such actions;

(d) any sale, assignment, modification or transfer outside of the Ordinary Course of business of any contractual rights, claims or other assets of the Company or any Subsidiary valued at more than $**[*Redacted – commercially sensitive information*]**; in the aggregate;

(e) except as set forth in Section 4.10(e) of the Company Disclosure Schedule, any Lien placed on the assets of the Company or any Subsidiary to secure indebtedness or guaranties, or any other Lien placed on any material asset of the Company or any Subsidiary;

(f) except as set forth in Section 4.10(f) of the Company Disclosure Schedule, the incurrence of any Liability of the Company or any Subsidiary as a result of indebtedness for borrowed money or guaranties thereof or any capital expenditure, in either case, in excess of $**[*Redacted – commercially sensitive information*]**;

(g) any failure to pay or perform any obligation of the Company or any Subsidiary involving more than $**[*Redacted – commercially sensitive information*]**; as, when and to the extent due other than pursuant to a good faith defense or contractual right of setoff;

(h) any amendment or termination of the Organizational Documents of the Company or any Subsidiary or amendment, termination or modification of any Company Material Contract;

(i) any material transaction entered into or consummated by the Company or any Subsidiary not in the Ordinary Course of business;

(j) any forgiveness or waiver of any obligations or performance (past, present or future) owed to the Company or any Subsidiary other than in the Ordinary Course of business;

(k) any material change in any method of accounting or accounting policy (including with respect to reserves) or policy or procedure relating to financial reporting, internal controls, cash management, accounts receivable collection or accounts payable practices;

(l) any waiver, settlement or consent to the settlement of, any material claims made by or against the Company or any Subsidiary or entrance into any consent decree;

(m) any material change in accounting or Tax principles, methods, entity classification or policies;

(n) any material change or modification to the credit, collection or payment policies, procedures or practices of the Company or any Subsidiary;

(o) except as otherwise required under applicable Law, any amendment to any Tax Return, any Tax election or modification or revocation of any existing Tax election, entry into any Tax indemnity, sharing or allocation agreement, surrender of any right to claim a material refund, consent to any extension or waiver of the limitations period applicable to any Tax claim or assessment relating to the Company or any Subsidiary, any change to any Tax accounting method, election or convention, or any settlement or compromise of any material Tax claims;

(p) except as set forth on Section 4.10(p) of the Company Disclosure Schedule, any hiring or promoting any person as or to (as the case may be) an officer or hiring or promoting any employee who is not an officer except to fill a vacancy in the Ordinary Course of business; or

(q) any agreement to do any of the things described in the preceding clauses.

Section 4.11 Litigation. Except as set forth in Section 4.11 of the Company Disclosure Schedule, for the two-year period prior to the date of this Agreement, there have been no Actions by or against the Company or any Subsidiary or affecting any of the assets or the Business of the Company or any Subsidiary, and there are no Actions pending or, to the Company's Knowledge, threatened, (a) by or against the Company or any Subsidiary affecting any of their respective properties or assets (or relating to the Company or any Subsidiary); or (b) by or against the Company, or any Subsidiary or any of their respective Affiliates that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement or any Ancillary Agreement or the consummation of the transactions contemplated hereby or thereby, in which case which if determined adversely to the Company or any Subsidiary would result in a Company Material Adverse Effect. Except as set forth in Section 4.11 of the Company Disclosure Schedule, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action which would result in a Company Material Adverse Effect. Except as set forth in Section 4.11 of the Company Disclosure Schedule, since its formation, neither the Company nor any Subsidiary has been subject to any Order, and there is no Order pending or, to the Company's Knowledge, threatened against the Company or any Subsidiary or affecting the Business, in each case which would have a Company Material Adverse Effect.

Section 4.12 Compliance with Laws; Permits.

(a) The Company and each Subsidiary has conducted and continues to conduct the Business in accordance in all material respects with all Laws and Orders applicable to the Company, each Subsidiary and their respective assets and the Business, and neither the Company nor any Subsidiary is in material violation of any such Law or Order. No claim has been made by any Governmental Authority to the effect that the Business conducted or any asset owned or used by the Company or any Subsidiary fails to comply, in any respect, with any Law or Order, which would have a Company Material Adverse Effect.

(b) Section 4.12(b) of the Company Disclosure Schedule contains a complete and accurate list of all Permits held by the Company or any Subsidiary, and the Company and each Subsidiary possesses and is in material compliance with all Permits required to operate the Business. Each such Permit is valid and in full force and effect. True and correct copies of all of such Permits have been made available to Parent. None of the Permits will be impaired or terminated or become terminable as a result of the transactions contemplated hereby or by any Ancillary Agreement.

(c) Each of the Company and the Subsidiaries and their respective Affiliates hold the applicable Regulatory Licenses required to conduct the present Business. Each Regulatory License is in full force and effect in all material respects and has not been revoked, suspended, cancelled, rescinded, terminated, modified and has not expired. There are no pending or, to the Company's Knowledge, threatened Actions by or before any Governmental Authority to revoke, suspend, cancel, rescind, terminate and/or materially adversely modify any Regulatory License. Section 4.12(c) of the Company Disclosure Schedule contains a complete and accurate list of all Regulatory Licenses, and true and correct copies of all of such Regulatory Licenses have been made available to Parent.

Section 4.13 Environmental Matters.

(a) The Company and each Subsidiary is currently and has, to the Company' Knowledge, at all times been in compliance in all material respects with all Environmental Laws, and has not received from any Person any Environmental Notice or Environmental Claim or written request for information pursuant to Environmental Law with respect to the Company, any Subsidiary or the Business, which, in each case, either remains pending or unresolved or is the source of ongoing obligations or requirement.

(b) The Company and each Subsidiary possesses and is in compliance in all material respects with all Environmental Permits necessary for the operation of the Business and the ownership, lease, operation or use of the Leased Real Property and the assets of the Company and each Subsidiary. All Environmental Permits obtained by the Company or any Subsidiary are in full force and effect in accordance with Environmental Laws. To the Company's Knowledge, there is no condition, event, or circumstance that might prevent or impede, after the Closing Date, the ownership, lease, operation, or use of the business or assets of the Company or any Subsidiary as currently carried out. With respect to any such Environmental Permits, the Company, the Subsidiaries and the Company have undertaken all measures necessary to facilitate transferability of the same and none of the Company, any Subsidiary or the Company are aware of any condition, event, or circumstance that might prevent or impede the transferability of the same nor have either received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(c) To the Company's Knowledge, there has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Business or assets of the Company or any Subsidiary or any real property currently or formerly owned, operated, or leased by the Company or any Subsidiary. None of the Company, any Subsidiary, or the Company have received an Environmental Notice that any real property currently or formerly owned, operated or leased in connection with the Business (including soils, groundwater, surface water, buildings and other structure located on any such real property) has been contaminated with any Hazardous Material that could reasonably be expected to result in an Environmental Claim against or a violation of Environmental Law or term of any Environmental Permit by the Company, any Subsidiary or the Company.

(d) To the Company's Knowledge, there are no active or abandoned aboveground or underground storage tanks owned or operated by the Company or any Subsidiary.

(e) To the Company's Knowledge, there are no Hazardous Materials treatment, storage, or disposal facilities or locations used by the Company or any Subsidiary or any of their respective predecessors as to which the Company or any Subsidiary may retain liability. None of such facilities or locations has been placed or proposed for placement on the National Priorities List under CERCLA or any similar state list. None of the Company, any Subsidiary or the Company have received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage or disposal facilities or locations used by the Company or any Subsidiary.

(f) Neither the Company nor any Subsidiary has retained or assumed, by Contract or operation of Law, any liabilities or obligations of third parties under Environmental Laws.

(g) The Company, the Subsidiaries and the Company have provided or otherwise made available to Parent and listed in Section 4.13(g) of the Company Disclosure Schedule: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Business or assets of the Company or any Subsidiary or any currently or formerly owned, operated or leased real property that are in the possession or control of the Company or any Subsidiary or any of their Affiliates related to compliance with Environmental Laws, Environmental Claims, an Environmental Notice or the Release of Hazardous Materials; and (ii) any and

all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(h) None of the Company, any Subsidiary or the Company are aware of or reasonably anticipate any condition, event, or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the Business or assets of the Company or any Subsidiary as currently carried out.

(i) There are no Environmental Claims pending or, to the Company's Knowledge, threatened against the Company, any Subsidiary or the Real Property, and to the Company's Knowledge, there are no circumstances that could reasonably be expected to form the basis of any such Environmental Claim.

(j) Neither the execution of this Agreement or the Ancillary Agreements by the Company or any Subsidiary, as applicable, nor the consummation of the transactions contemplated hereby or thereby, will require any notice to or consent of any Governmental Authority or third party pursuant to any applicable Environmental Law or Environmental Permit.

Section 4.14 Material Contracts. Section 4.14(a) of the Company Disclosure Schedule contains an accurate and complete list of the following outstanding Contracts (including all amendments and supplements thereto) to which the Company or any Subsidiary is a party or by which the Company or any Subsidiary or any of their properties or assets is bound (collectively, the "Company Material Contracts"):

(a) each Contract involving aggregate consideration in excess of $**[*Redacted – commercially sensitive information*]** or requiring performance by any party more than one year from the date hereof, which, in each case, cannot be cancelled by the Company or any Subsidiary without penalty or without more than 90 days' notice;

(b) each Contract involving aggregate consideration in excess of $**[*Redacted – commercially sensitive information*]** with employees, third party consultants, independent contractors or other service providers of the Company or any Subsidiary, which cannot be cancelled by the Company or any Subsidiary without penalty or without more than 30 days' notice;

(c) each Contract involving a sharing of profits, losses, costs or Liabilities by the Company or any Subsidiary with any other Person, including any joint venture, partnership, alliance or similar agreement;

(d) each Contract containing covenants that restrict or purport to restrict the Company's or any Subsidiary's business activity or limit the freedom of the Company or any Subsidiary to engage in any line of business, to compete with any Person, to compete in any geographical area or to solicit any Person for business, employment or other purposes;

(e) each Contract or instrument that creates, gives rise to or otherwise contemplates any Lien over or in respect of any property or asset of the Company or any Subsidiary;

(f) each Contract providing for the Company's or any Subsidiary's lease of any Leased Real Property (whether as lessor or lessee);

(g) each Contract providing for the Company's or any Subsidiary's lease of Personal Property for payments or other consideration of more than $**[*Redacted – commercially sensitive information*]** in any twelve (12)-month period;

(h) each Contract that relates to Indebtedness or Capital Lease Obligations;

(i) each Contract or letter of intent relating to the acquisition or disposition by the Company or any Subsidiary (whether by merger, consolidation or other business combination, sale of securities, sale of assets or otherwise), outside of the Ordinary Course of business, of assets or securities;

(j) each Contract involving monies or anything of value (including any compensation or benefits) that would become payable, owed, accelerated or vested upon the execution of this Agreement or the consummation of the transactions contemplated by this Agreement or any Ancillary Agreement or any other change of control of the Company or any Subsidiary;

(k) each Contract involving capital expenditures in excess of $**[*Redacted – commercially sensitive information*]**;

(l) each warranty, guaranty or similar undertaking with respect to performance of a Contract extended by the Company or any Subsidiary, other than in the Ordinary Course of business;

(m) each Contract involving loans by the Company or any Subsidiary to any Person;

(n) each Contract between the Company or any Subsidiary, on the one hand, and a Governmental Authority, on the other hand;

(o) each agency, dealer, distributor, sales representative, marketing or other similar Contract;

(p) each Contract for management services or financial advisory services (other than the Ancillary Agreements);

(q) each settlement, resolution or similar Contract involving payments by the Company or any Subsidiary after the Closing or any injunctive or similar equitable obligations on the Company or any Subsidiary;

(r) each Contract between the Company and any Subsidiary;

(s) each agreement to enter into any Contract of the type described in subsections (a) through (r) of this Section 4.14; and

(t) each other Contract that is material to the Company and not previously disclosed pursuant to this Section 4.14.

Each Company Material Contract is in full force and effect and is valid and binding on and enforceable in accordance with its terms against the Company or the applicable Subsidiary party thereto and, to the Company's Knowledge, against the other party or parties thereto. Neither the Company nor any Subsidiary is in default under or in breach of, or in receipt of any written claim of default or breach or any notice of any intention to terminate, any Company Material Contract. There are no material disputes pending or, to the Company's Knowledge, threatened under any Company Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of material

default under any Company Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any material right or material obligation or the loss of any benefit thereunder. Complete and correct copies of each Company Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Parent.

Section 4.15 Intellectual Property.

(a) Section 4.15(a) of the Company Disclosure Schedule sets forth a true and complete list of (i) all patents and patent applications, registrations and applications for trademarks and trade names, material common law trademarks, registered copyrights and copyright applications, domain names ("Registered IP") and material proprietary software ("Company Software") included in the Company Intellectual Property, and (ii) all Company IP Agreements, other than commercially available off-the-shelf computer software licensed pursuant to shrink-wrap or click wrap licenses that is not material to the Business. The Company and each Subsidiary exclusively owns all right, title and interest in and to the Company Intellectual Property, including without limitation the Registered IP and Company Software listed on Section 4.15(a) of the Company Disclosure Schedule, free and clear of any Liens. The Company and each Subsidiary is the owner of, or has the licensed or other right to use, all Intellectual Property, that is used in the business or otherwise is material to the conduct of the Business as presently conducted. The consummation of the transactions contemplated hereby will not result in the loss or impairment of any Company or Subsidiary rights in any Company Intellectual Property, Licensed Intellectual Property, or Company Technology and will not result in the breach of, or create on behalf of any third party the right to terminate or modify any license, sublicense or other agreement as to which the Company or any Subsidiary is a party or pursuant to which the Company or any Subsidiary is authorized to license or use any third party Intellectual Property rights or Technology; provided that the Company Intellectual Property shall not include the items set forth in Part II of Section 4.15(a) of the Company Disclosure Schedule.

(b) The Company and each Subsidiary has a valid license to use the Licensed Intellectual Property in connection with the Business, subject only to the terms of the Company IP Agreements, as the case may be. The Company and each Subsidiary is entitled to use all Company Intellectual Property, Company Technology and Licensed Intellectual Property in the continued operation of the Business without infringement, misappropriation or violation of any Intellectual Property rights of any third party, subject only to the terms of the Company IP Agreements, as the case may be. The registered Company Intellectual Property is valid and enforceable, and no claim has been threatened in writing against the Company alleging that the registered Company Intellectual Property is invalid or unenforceable or challenging the Company or Subsidiary ownership in whole or in part.

(c) Except as disclosed in Section 4.15(c) of the Company Disclosure Schedule, no Action alleging that the Company, any Subsidiary or the conduct of the Business has infringed, misappropriated or otherwise violated the Intellectual Property of any third party has been served on the Company or any Subsidiary or is pending. To the Company's Knowledge, the Company, each Subsidiary and the conduct of the Business has not infringed, misappropriated or otherwise violated the Intellectual Property of any third party and, except as disclosed in Section 4.15(c) of the Company Disclosure Schedule, no claim has been threatened in writing against the Company or any Subsidiary alleging any of the foregoing, and, to the Company's Knowledge, there is no basis for any claims of infringement, misappropriation or violation of any Intellectual Property rights of any third party. To the Company's Knowledge, and except as disclosed in Section 4.15(c) of the Company Disclosure Schedule, no Person has infringed, misappropriated or otherwise violated the Company Intellectual Property, and neither the Company nor any Subsidiary has alleged or threatened any of the foregoing against any Person.

(d) Except as disclosed in Section 4.15(d) of the Company Disclosure Schedule, no Company Intellectual Property is subject to any outstanding decree, order, injunction, judgment or ruling

restricting the use of such Company Intellectual Property or that would impair the validity or enforceability of such Company Intellectual Property.

(e) Except as disclosed in Section 4.15(e) of the Company Disclosure Schedule, each current employee, consultant and contractor (and each former employee employed and consultant and contractor engaged at any time within the three-year period prior to the Closing Date) of the Company and each Subsidiary has executed a confidentiality and intellectual property assignment agreement or an employment or independent contractor agreement maintaining confidentiality in any material trade secrets or proprietary information of the Company and each Subsidiary and assigning any rights in the Company Intellectual Property and Company Technology to the Company or such Subsidiary, or to the extent not assigned in such an agreement, such rights in the Company Intellectual Property are assigned to the Company or such Subsidiary as a work made for hire.

(f) Neither the Company nor any Subsidiary is required, obligated or under any Liability whatsoever to make any payments by way of royalties, fees or otherwise, or to provide any other consideration of any kind, to any owner or licensor of, or other claimant to, any Company Intellectual Property or Company Technology with respect to its use, licensing and distribution. None of the Company Software is subject to an obligation that (i) requires the Company or any Subsidiary to divulge to any third party the source code for such Company Software, (ii) permits the creation of any derivative work based on such Company Software or any part thereof, or (iii) permits the distribution or redistribution of such Company Software or any part thereof at no charge.

(g) The software, hardware, firmware, networks, platforms, servers, interfaces, applications, web sites and related systems used by the Company and each Subsidiary are sufficient for its current needs in all material respects (including as to capacity and ability to process current and anticipated volumes in a timely manner). The Company and each Subsidiary has disaster recovery plans and capabilities, reasonably designed to safeguard its data and the ongoing ability to conduct the Business in the event of a disaster, which would cause site recovery to be operational within a commercially reasonable time following a disaster. All Company Software is free from malicious code and material defects. The Company and each Subsidiary: (i) has in its possession the source code for the Company Software and systems developed by or on behalf of the Company, the Subsidiaries or for the Business in up-to-date appropriately catalogued versions and has been documented as reasonably necessary to enable competently skilled programmers and engineers to use, update, and enhance the Company Software by readily using the existing source code and documentation, and (ii) the Company and each Subsidiary has the right to use all software development tools, library functions, compilers and other software that is required to operate, modify, distribute and support such systems.

Section 4.16 Real Property.

(a) Section 4.16(a) of the Company Disclosure Schedule lists: (i) each lease, sublease, license or other agreement and any amendments or modifications thereto relating to all Leased Real Property (each a "Lease" and collectively, the "Leases"), true and complete copies of which have been made available to Parent, (ii) the street address of each parcel of Leased Real Property, (iii) the identity of the lessor, lessee and current occupant (if different from lessee) of each such parcel of Leased Real Property, and (iv) the current use of each such parcel of Leased Real Property. The Company and each Subsidiary has a valid and enforceable leasehold interest under each Lease relating to Leased Real Property used by it. Each Lease is in full force and effect and is valid, binding and enforceable in accordance with its terms against the Company or Subsidiary and each other party thereto. Neither the Company nor any Subsidiary is in default nor has it received a notice of default or termination that remains outstanding under any Lease, and to the Company's Knowledge, no uncured default or breach on the part of the landlord exists under any Lease, and no event has occurred or circumstance exists which, with the delivery of notice, passage of time

or both, would constitute such a breach or default or permit the termination, modification or acceleration of rent under any such Lease. The Company or Subsidiary is in peaceful and undisturbed possession of each parcel of Leased Real Property, the use of the Leased Real Property complies with the terms of the applicable Lease and to the Company's Knowledge, there are no contractual or legal restrictions that preclude or restrict the ability to use the Leased Real Property for the purposes for which it is currently being used. Except as set forth in Section 4.16 of the Company Disclosure Schedule, neither the Company nor any Subsidiary has leased or subleased any parcel or any portion of any parcel of Leased Real Property to any other Person and no other Person has any rights to the use, occupancy or enjoyment thereof. The Leased Real Property comprises all real property used in connection with the Business. Neither the Company nor any Subsidiary is liable under any lease, sublease, license or other form of occupancy agreement other than the Leases. There are no condemnation proceedings or eminent domain proceedings of any kind pending or, to the Company's Knowledge, threatened with respect to any of the Leased Real Property, and none of the Company nor any Subsidiary has received written notice of any such proceedings.

(b) The Leased Real Property comprise all of the real property used or intended to be used in, or otherwise related to, the business of the Company or any of its Subsidiaries.

Section 4.17 Assets. Except as set forth in Section 4.17 of the Company Disclosure Schedule, the Company and the Subsidiaries hold all legal and beneficial right, title and interest in and to all of their respective assets, free and clear of any Lien. Immediately following the Closing, all of such assets will be owned, leased or available for use by the Company or such Subsidiary on terms and conditions substantially identical to those under which, immediately prior to the Closing, the Company or such Subsidiary owns, leases, uses or holds available for use such assets. Such assets comprise all of the assets, properties and rights used in or necessary to the conduct of the Business and are adequate and sufficient to conduct the Business.

Section 4.18 Condition of Personal Property. All items of Personal Property with an individual book value of greater than $**[*Redacted – commercially sensitive information*]** as of the day immediately prior to the Closing Date have been provided or otherwise made available to Parent. Except as set forth in Section 4.18 of the Company Disclosure Schedule, all items of Personal Property are in good operating condition and repair (except for ordinary, routine maintenance and repairs that are not material in nature or cost) and are suitable for their intended use in the Business. The Company and each of its Subsidiaries are in possession of and have good and marketable title to, or valid leasehold interests in or valid rights under contract to use, the machinery, equipment, furniture, fixtures, and other tangible Personal Property and assets owned, leased, or used by the Company or any of its Subsidiaries, free and clear of all Liens other than Permitted Liens.

Section 4.19 Employee Benefit Matters.

(a) Section 4.19(a) of the Company Disclosure Schedule sets forth a true and complete list of each (i) "employee benefit plan" (as defined in Section 3(3) of ERISA, whether or not subject to ERISA) and (ii) other profit-sharing, deferred compensation, bonus or incentive, stock option, stock purchase, equity or equity-based, employment, independent contractor, consulting, severance, retention, change-of-control, paid time off, holiday pay, pension, retirement, medical, welfare, fringe and other compensation or benefit plan, policy, program, contract, arrangement or agreement (whether written or unwritten), in either case, sponsored, maintained, contributed to, or required to be contributed to, by the Company or any Subsidiary for the benefit of any current or former employee, manager/director, officer or independent contractor of the Company or any Subsidiary, or with respect to which the Company or any Subsidiary has or could have any Liability, whether direct or indirect, actual or contingent, whether formal or informal, and whether written or oral, legally binding or not (including liability on account of an ERISA Affiliate) (each, a "Benefit Plan" and collectively, "Benefit Plans").

(b) With respect to each Benefit Plan, there are no funded benefit obligations for which contributions have not been made, or properly accrued and there are no unfunded benefit obligations that have not been accounted for by reserves and all monies withheld for employee paychecks with respect to Benefit Plans have been transferred to the appropriate Benefit Plan within the time required under applicable Law. Neither the Company nor any Subsidiary has or within the past five (5) years has had any ERISA Affiliates, nor does the Company or any Subsidiary have any Liability with respect to any collectively-bargained for plans, whether or not subject to the provisions of ERISA. No statement, either written or oral, has been made by the Company or any Subsidiary to any Person with regard to any Benefit Plan that was not in accordance with the Benefit Plan and that could reasonably be expected to have, cause or result in a Company Material Adverse Effect.

(c) Each Benefit Plan has been maintained, operated and administered at all times in compliance with its terms and applicable Laws, including ERISA and the Code in all material respects. No event has occurred, nor do any circumstances exists, that could reasonably be expected to give rise to any material liability or civil penalty under any Laws with respect to any Benefit Plan. All contributions and other payments required to be made to each Benefit Plan under the terms of that Benefit Plan, ERISA, the Code or any other applicable Law have been timely made.

(d) The Company has delivered or made available to Parent, accurate and complete copies, if applicable, of (i) each Benefit Plan, including all amendments, material, non-routine, employee communications and other documents related thereto (including any current summary plan description, summary of material modifications, and all related trust documents, insurance contracts or other funding vehicles), and in the case of an unwritten Benefit Plan, a written description of all material terms, (ii) the three most recently filed annual reports on Form 5500 and all schedules thereto, (iii) the most recent IRS determination, opinion or advisory letter, (iv) the most recent summary annual reports, actuarial reports, financial statements and trustee reports and (v) all documents concerning Governmental Authority audits or investigations or non-exempt "prohibited transactions" within the meaning of Section 4975 of the Code.

(e) Except as set forth in Section 4.19(e) of the Company Disclosure Schedule, neither the execution and delivery of this Agreement or any Ancillary Agreement, nor the consummation of the transactions contemplated hereby could, either alone or in combination with another event, (i) entitle any individual to any severance pay, unemployment compensation, forgiveness of indebtedness or other benefits or compensation; (ii) accelerate the time of payment or vesting, funding, or increase the amount of any compensation due, or in respect of, any individual; (iii) result in or satisfy a condition to the payment of compensation that would, in combination with any other payment, result in an "excess parachute payment" within the meaning of Section 280G of the Code or that would not be deductible under Section 162 or 404 of the Code; or (iv) directly or indirectly cause the Company or any Subsidiary to transfer or set aside any assets to fund any material benefits under any Benefit Plan that is a nonqualified deferred compensation plan within the meaning of Section 409A(d)(1) of the Code. Neither the Company nor any Subsidiary has any obligation to indemnify, hold harmless or gross-up any individual with respect to any excise tax imposed under Sections 4999 or 409A of the Code and each Benefit Plan has been maintained, operated and administered in operational and documentary compliance with Section 409A of the Code.

(f) None of the Company or any Subsidiary or an ERISA Affiliate maintains, maintained or contributed to within the past five (5) years, any multiemployer plan, within the meaning of Section 3(37) or 4001(a)(3) of ERISA. None of the Company or any Subsidiary or an ERISA Affiliate currently has any Liability to make withdrawal liability payments to any multiemployer plan.

(g) Each Benefit Plan can be amended, suspended or terminated at any time without the consent of any employees, participants, service providers, or insurance companies and without resulting in any Liability to Parent or its Affiliates for any additional contributions, penalties, premiums, fees, fines,

excise taxes or any other charges or Liabilities other than ordinary administrative expenses typically incurred in a termination event.

Section 4.20 Employees and Contractors.

(a) Section 4.20(a) of the Company Disclosure Schedule sets forth a complete and accurate list of all Persons employed by the Company or any Subsidiary immediately prior to the Closing (the "Employees"), showing as of the Closing Date each Employee's: (i) name, (ii) job title or position, (iii) location, (iv) date of hire, (v) whether such Employee is full-time, part-time or temporary, (vi) whether such Person is exempt or non-exempt for purposes of the Fair Labor Standards Act and/or similar state Laws, (vii) base salary or hourly rate of base salary, (viii) annual bonus or other incentive compensation opportunity and (ix) the nature and amount of any other regular compensation (*e.g.*, commissions and accrued but unused paid time off/vacation time). Except as set forth on Section 4.20(a) of the Company Disclosure Schedule, the employment of each Employee (whether or not under any Contract) can be terminated by the Company or any Subsidiary without notice and without severance, penalty or premium, other than payment of accrued salaries, wages and bonuses or commissions, if any. All salaries, wages, commissions and other compensation and benefits payable to each employee of the Company or any Subsidiary have been accrued and paid by the Company or such Subsidiary when due for all periods through the Closing Date. Except as set forth on Section 4.20(a) of the Company Disclosure Schedule, to the Company's Knowledge, no current executive, key employee or group of employees has given notice of termination of employment or otherwise disclosed plans to terminate employment with the Company or any Subsidiary within the next twelve (12) months. No executive or key employee of the Company or any Subsidiary is employed under a non-immigrant work visa or other work authorization that is limited in duration.

(b) Section 4.20(b) of the Company Disclosure Schedule sets forth a complete and accurate list of all independent contractors currently engaged by the Company or any Subsidiary, along with the position, date of retention and rate of remuneration, most recent increase (or decrease) in remuneration and amount thereof, for each such independent contractor. Except as set forth on Section 4.20(b) of the Company Disclosure Schedule, none of such independent contractors is a party to a written Contract with the Company or any Subsidiary. For purposes of applicable Law, including the Code and the Fair Labor Standards Act, all independent contractors who are currently, or within the last two years have been, engaged by the Company or any Subsidiary are bona fide independent contractors and not employees of the Company or any Subsidiary. Except as set forth on Section 4.20(b) of the Company Disclosure Schedule, each independent contractor engaged by the Company or any Subsidiary is terminable on not more than 30 days' notice, without any obligation of the Company or any Subsidiary to pay a termination fee.

Section 4.21 Labor Matters. Except as set forth in Section 4.21 of the Company Disclosure Schedule, (a) the Company and each Subsidiary is in material compliance with all Laws regarding employment and employment practices, conditions of employment, wages and hours with respect to the Business, and the payment and withholding of Taxes and other sums as required by the appropriate Governmental Authority, and has withheld and paid to the appropriate Governmental Authority or is holding for payment not yet due to such Governmental Authority all Taxes and other amounts required to be withheld from employees of the Company or any Subsidiary (and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed); (b) neither the Company nor any Subsidiary is engaged in unfair labor practices, and there are no unfair labor practice complaints or grievances pending or, to the Company's Knowledge, threatened against the Company or any Subsidiary relating to employees of the Company or any Subsidiary who are employed in connection with the Business, (c) there are no claims for violations of employment or labor Laws, or age, sex, racial or other employment discrimination pending or, to the Company's Knowledge, threatened against the Company or any Subsidiary relating to

employees of the Business, and (d) there is no labor strike, dispute or work stoppage pending or, to the Company's Knowledge, threatened against or involving the Business or at the current customer locations which may affect such Business or which may interfere with its continued operation, and there has been no strike, walkout or work stoppage involving any of the employees of the Company or any Subsidiary employed with respect to the Business or at the current customer locations during the twenty-four (24) months prior to the date of this Agreement. Neither the Company nor any Subsidiary has incurred, and no circumstances exist under which the Company or any Subsidiary would reasonably be expected to incur, any Liability arising from the failure to pay wages (including overtime wages), from the misclassification of employees as independent contractors and/or from the misclassification of employees as exempt from the requirements of the Fair Labor Standards Act or similar state Laws. Except as disclosed in Section 4.21 of the Company Disclosure Schedule, neither the Company nor any Subsidiary is a joint employer or co-employer for any third party with which it has contracted for labor during the last two years. Except as disclosed in Section 4.21 of the Company Disclosure Schedule, there is no Action with respect to any employment-related matters, including payment of wages, salary or overtime pay, that has been asserted or is now pending or, to the Company's Knowledge, threatened by or before any Governmental Authority with respect to any Persons currently or formerly employed (or engaged as an independent contractor) by, or who are or were applicants for employment with, the Company or any Subsidiary.

Section 4.22 Taxes. Except as set forth in Section 4.22(a) of the Company Disclosure Schedule:

(a) (i) the Company and each Subsidiary have timely filed or caused to be filed with the appropriate Taxing Authority all income, franchise and other material Tax Returns that they were required to file under applicable laws and regulations; (ii) all such Tax Returns were true, correct and complete in all material respects and were prepared in substantial compliance with all applicable Laws and regulations; (iii) all Taxes due and owing by the Company and each Subsidiary (whether or not shown as due on any Tax Return) have been timely paid, and (iv) there are no Liens for Taxes upon the Company, any Subsidiary or their respective assets, except Liens for current Taxes not yet due and payable. Neither the Company nor any Subsidiary currently is the beneficiary of any extension of time within which to file any Tax Return and neither have granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(b) No federal, state, local, or non-U.S. tax audits or administrative or judicial audits, proceedings or other Actions in respect of any Tax are pending or being conducted with respect to the Company or any Subsidiary. Neither the Company nor any Subsidiary has received from any federal, state, local, or non-U.S. Taxing Authority (including jurisdictions where the Company or any Subsidiary has not filed Tax Returns) any (i) written notice indicating an intent to open an audit or other review, (ii) request for information related to substantive Tax matters, or (iii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed by any Taxing Authority against the Company or any Subsidiary. During the past five (5) years, no written claim has ever been made by a Taxing Authority in a jurisdiction where the Company or any Subsidiary does not file Tax Returns that the Company or any Subsidiary is or may be subject to taxation in that jurisdiction.

(c) The Company and each Subsidiary have timely withheld and timely paid to the proper Taxing Authority all Taxes that each of them was required to withhold and pay in connection with any amounts paid or owing to any employee, independent contractor, creditor, shareholder, or other third party. The Company and each Subsidiary have properly completed and timely filed all Tax Returns (including, applicable information returns or reports, including IRS Forms 1099 and W-2), that are required to be filed and have, in all material respects, accurately reported all information required to be included on such Tax Returns.

(d) Section 4.22(d) of the Company Disclosure Schedule lists all federal, state, local, and non-U.S. income Tax Returns filed with respect to any of the Company and each Subsidiary for taxable periods ended on or after December 31, 2015, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of audit. The Company has delivered to Parent correct and complete copies of all federal income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by the Company and each Subsidiary filed or received since December 31, 2018.

(e) Neither the Company nor any Subsidiary is a party to any Tax sharing or allocation agreement, arrangement or Contract with any Person pursuant to which the Company or any Subsidiary would have liability for Taxes of another Person following the Closing, except for any agreement, arrangements or Contracts, the primary purpose of which is not related to Taxes (e.g., leases). The Company and each Subsidiary (i) have not been a member of an affiliated group under Section 1504(a) of the Code or any similar group defined under a similar provision of state, local, or non-U.S. law (other than a group the common parent of which was the Company), or (ii) does not have any Liability for Taxes of another Person under Section 1.1502-6 of the Treasury Regulations (or any similar provision or state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise.

(f) Section 4.22(f) of the Company Disclosure Schedule sets forth the following information with respect to the Company and each Subsidiary as of the most recent practicable date: (A) the basis of the Company and each Subsidiary in its respective assets; (B) the amount of any net operating loss, net capital loss, unused investment or other credit, unused foreign tax credit, or excess charitable contribution allocable to the Company or any Subsidiary; and (C) the amount of any deferred gain or loss allocable to the Company or any Subsidiary arising out of any intercompany transaction or other transaction between or among any of the Company and any Subsidiary.

(g) The unpaid Taxes of the Company and each Subsidiary for all periods ending on or before the Balance Sheet Date do not, in the aggregate, exceed the reserve for any Liabilities for Taxes (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) reflected on the Balance Sheet (rather than in any notes thereto). The unpaid Taxes of the Company and each Subsidiary for all periods following the Balance Sheet Date shall not, in the aggregate, exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company and the Subsidiaries in filing their respective Tax Returns. Since the Balance Sheet Date, neither the Company nor any Subsidiary has incurred any liability for Taxes arising from extraordinary gains or losses, outside the Ordinary Course of business consistent with past custom and practice (including with respect to quantity and frequency).

(h) Neither the Company nor any Subsidiary are or have been a party to any "listed transaction," as defined in Section 6707A(c)(2) of the Code and Section 1.6011-4(b)(2) of the Treasury Regulations.

(i) Neither the Company nor any Subsidiary 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:

(i) change in method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date;

(ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date;

(iii) "closing agreement," as described in Code Section 7121 (or any corresponding provision of state, local, or non-U.S. income Tax law) executed on or prior to the Closing Date;

(iv) intercompany transaction, as defined in Section 1.1502-13 of the Treasury Regulations, or any excess loss account, as defined in Section 1.1502-19 of the Treasury Regulations, (or any corresponding provision of state, local or non-U.S. income Tax law);

(v) installment sale or open transaction made on or prior to the Closing Date for which payments were received prior to the Closing Date;

(vi) prepaid amount received on or prior to the Closing Date; or

(vii) election under Code Section 108(i).

(j) The Company and each Subsidiary have collected all sales tax in the Ordinary Course of business and remitted such sales tax amount to the applicable Taxing Authority, or have collected sales tax exemption certificates from all entities from which the Company or any Subsidiary does not collect sales tax.

(k) During the past two (2) years, neither the Company nor any Subsidiary have distributed the stock of another Person, or had their stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Code Section 355 or Code Section 361.

(l) Neither the Company nor any Subsidiary has ever (i) had a permanent establishment in any country other than the United States, or (ii) engaged in activities in any jurisdiction other than the United States.

(m) Neither the Company nor any Subsidiary has received any letter ruling from the Internal Revenue Service (or any comparable ruling from any other Taxing Authority) that would have a continuing effect after the Closing Date.

Section 4.23 Insurance Policies. Section 4.23 of the Company Disclosure Schedule contains a complete and correct list (by type of policy, form of coverage, name of insurer and expiration date) of all insurance policies, directors' and officers' liability policies, and formal self-insurance programs, and other forms of insurance and all fidelity bonds held by or applicable to the Company, any Subsidiary and their respective assets, properties, employees or Benefit Plan fiduciaries (the "Insurance Policies"). All Insurance Policies are in full force and effect, and the Company is not in default with respect to any provision in any Insurance Policy, and all such policies and all premiums due thereunder have been paid, except in each case as would not have a Company Material Adverse Effect. Except as set forth in Section 4.16 of the Company Disclosure Schedule, neither the Company nor any Subsidiary has received any notice of cancellation or non-renewal of any Insurance Policy, and neither the Company nor any Subsidiary has been denied any claim or made any claims which subject to reservation of rights of the insurer. With respect to each Insurance Policy, since the last renewal date of such policy, neither the Company nor any Subsidiary has received any notice of any material change in its relationship with its respective insurer or the premiums payable pursuant to such policy. All Insurance Policies have been made available to Parent.

Section 4.24 Inventory. Section 4.24 of the Company Disclosure Schedule sets forth a complete list of the Inventory Report. The Inventory Report is true, complete and correct in all material respects and prepared in a manner disclosed to Parent. Any material discrepancies have been disclosed to Parent.

Section 4.25 Affiliate Transactions. Except as set forth in Section 4.25 of the Company Disclosure Schedule, no current or former manager, member, director, trustee, beneficiary, officer or employee of the Company or any Subsidiary, nor any immediate family member or Affiliate of any of the foregoing (whether directly or indirectly through an Affiliate of such Person): (a) is, or has been within the two years preceding the date of this Agreement, a party to any Contract (other than Ordinary Course employment Contracts that have been provided to Parent) with the Company or any Subsidiary; (b) has, or has had during the last two years preceding the date of this Agreement, any direct or indirect interest (i) in any material property, asset or right that is owned or used by the Company or any Subsidiary in the conduct of the Business, or (ii) in any Person that is a client, customer, supplier, lessor, lessee, debtor, creditor or competitor of the Company or any Subsidiary; or (c) is, or was during the last two years preceding the date of this Agreement, a manager, member, director, trustee, beneficiary, officer or employee of any Person that is a client, customer, supplier, lessor, lessee, debtor, creditor or competitor of the Company.

Section 4.26 Brokers. Except as set forth in Section 4.26 of the Company Disclosure Schedule, no broker, finder, investment banker or financial advisor is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Agreement based upon arrangements made by or on behalf of the Company or any Subsidiary.

Section 4.27 Canadian Securities Laws. Security holders whose last address as shown on the books of the Company is in Canada hold less than 10% of the outstanding Company Common Stock. Security holders in Canada beneficially own less than 10% of the outstanding Company Common Stock. There is no published market for the Company Common Stock.

Section 4.28 Full Disclosure. No representation or warranty by the Company in this Agreement and no statement contained in the Company Disclosure Schedule or any certificate or other document furnished or to be furnished to Parent pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein in any material respect as of the date they were provided, in light of the circumstances in which they are made, not misleading.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to the Company that the statements contained in this Article V are true and correct as of the Closing Date.

Section 5.01 Organization and Authority; Execution; Enforceability.

(a) Parent and its subsidiaries are corporations or companies duly organized, validly existing and in good standing under the laws of their respective jurisdictions of formation and have all necessary corporate power and authority to enter into this Agreement and the Ancillary Agreements to which it is a party, to carry out its obligations hereunder and thereunder to consummate the transactions contemplated hereby and thereby and to carry on their business. The execution and delivery of this Agreement and the Ancillary Agreements (as applicable) by Parent, the performance by Parent of its obligations hereunder and thereunder and the consummation by Parent of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Parent. This Agreement has been, and upon their execution the Ancillary Agreements to which Parent is a party shall have been, duly executed and delivered by Parent, and (assuming due authorization, execution and delivery by each other party hereto and thereto) this Agreement constitutes, and upon their execution the Ancillary Agreements (as applicable) shall constitute, legal, valid and binding obligations of Parent, enforceable

against Parent in accordance with their respective terms except to the extent enforcement may be affected by Laws relating to bankruptcy, insolvency, creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies.

(b) Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power and authority to enter into this Agreement and the Ancillary Agreements to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements (as applicable) by Merger Sub, the performance by Merger Sub of its obligations hereunder and thereunder and the consummation by Merger Sub of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Merger Sub. This Agreement has been, and upon their execution the Ancillary Agreements to which Merger Sub is a party shall have been, duly executed and delivered by Merger Sub, and (assuming due authorization, execution and delivery by each other party hereto and thereto) this Agreement constitutes, and upon their execution the Ancillary Agreements (as applicable) shall constitute, legal, valid and binding obligations of Merger Sub, enforceable against Merger Sub in accordance with their respective terms except to the extent enforcement may be affected by Laws relating to bankruptcy, insolvency, creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies.

Section 5.02 No Conflict. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the Ancillary Agreements to which each is a party and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate, conflict with or result in the breach of any provision of the Organizational Documents of Parent and Merger Sub; (b) conflict with or result in a violation or breach of any Law or Order applicable to Parent and Merger Sub; or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any Contract to which Parent and Merger Sub is a party or by which Parent and Merger Sub is bound or by which any of Parent's or Merger Sub's properties or assets are subject.

Section 5.03 Consents. Except as set forth in Section 5.03 of the Parent Disclosure Schedule, the execution, delivery and performance by Parent and Merger Sub of this Agreement and each Ancillary Agreement to which each is a party do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, Security Authority, the CSE or any other Person.

Section 5.04 Absence of Certain Facts or Events. Since January 1, 2021 (i) Parent and its Subsidiaries have operated their respective businesses in the Ordinary Course, and (ii) there has not been any Parent Material Adverse Effect.

Section 5.05 Litigation. Except as set forth in Section 5.05 of the Parent Disclosure Schedule, there are no Actions pending or, to Parent's Knowledge, threatened, by or against Parent or any Affiliate of Parent that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement or any Ancillary Agreement or the consummation of the transactions contemplated hereby or thereby.

Section 5.06 Brokers. Except as set forth in Section 5.06 of the Parent Disclosure Schedule, no broker, finder, investment banker or financial advisor is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Parent or Merger Sub.

Section 5.07 Compliance with Laws; Regulatory Licenses.

(a) Parent and each Subsidiary has conducted and continues to conduct its business in accordance in all material respects with all Laws and Orders applicable to such entity and their respective assets and such business, and neither Parent nor any Subsidiary is in material violation of any such Law or Order.

(b) Each of Parent and its Subsidiaries and their respective Affiliates hold the applicable Regulatory Licenses required to conduct their present business. Each Regulatory License is in full force and effect in all material respects and has not been revoked, suspended, cancelled, rescinded, terminated, modified and has not expired. There are no pending or, to Parent's Knowledge, threatened Actions by or before any Governmental Authority to revoke, suspend, cancel, rescind, terminate and/or materially adversely modify any Regulatory License. True and complete copies of all of Regulatory Licenses held by Parent or its Subsidiaries have been made available to Seller.

Section 5.08 Material Contracts. Section 5.08 of the Parent Disclosure Schedule contains an accurate and complete list of the following outstanding Contracts (including all amendments and supplements thereto) to which the Company or any Subsidiary is a party or by which the Company or any Subsidiary or any of their properties or assets is bound (collectively, the "Parent Material Contracts"):

(a) Except as disclosed in the Parent Disclosure Schedule:

(i) Parent has performed the obligations required to be performed by it to date under any Parent Material Contracts;

(ii) Parent is not in breach of or default under any of Parent Material Contracts;

(iii) Each Parent Material Contract is a legal, valid and binding obligation of Parent, is in full force and effect, and is enforceable by Parent in accordance with its terms, except as such enforceability may be limited by (x) applicable bankruptcy, insolvency, reorganization or other Laws of general application relating to or affecting the enforcement of creditors' rights generally, and (y) the discretion that a court may exercise in the granting of extraordinary remedies such as specific performance or injunction; and

(iv) Parent has not received written, or to the knowledge of Parent, other notice of, any alleged breach of or alleged default under or dispute in connection with any Parent Material Contract or of any intention of any party to any Parent Material Contract of Parent to cancel, terminate or otherwise materially modify or not renew its relationship with the Parent.

(b) All of the Parent Material have been disclosed in the Parent Disclosure Letter and, if required under applicable Laws, have been or will be filed with the CSE.

Section 5.09 Intellectual Property. Parent and each Subsidiary is the owner of, or has the licensed or other right to use, all Intellectual Property that is used in their respective businesses or otherwise is material to the conduct of their respective businesses as presently conducted. The consummation of the transactions contemplated hereby will not result in the loss or impairment of any Parent or Subsidiary rights in any such Intellectual Property and will not result in the breach of, or create on behalf of any third party the right to terminate or modify any license, sublicense or other agreement pursuant to which Parent or any Subsidiary is authorized to license or use any third party Intellectual Property rights or Technology, or constitute an infringement, misappropriation or violation of any Intellectual Property rights of any third party.

Section 5.10 Environmental Matters.

(a) Parent and each Subsidiary is currently and has at all times been in compliance in all material respects with all Environmental Laws, and has not received from any Person any Environmental Notice or Environmental Claim or written request for information pursuant to Environmental Law with respect to Parent or any Subsidiary, which, in each case, either remains pending or unresolved or is the source of ongoing obligations or requirement.

(b) Parent and each Subsidiary possesses and is in compliance in all material respects with all Environmental Permits necessary for the operation of the business of Parent and the ownership, lease, operation or use of the Leased Real Property and the assets of Parent and each Subsidiary. All Environmental Permits obtained by Parent or any Subsidiary are in full force and effect in accordance with Environmental Laws. To Parent's Knowledge, there is no condition, event, or circumstance that might prevent or impede, after the Closing Date, the ownership, lease, operation, or use of the business or assets of Parent or any Subsidiary as currently carried out. With respect to any such Environmental Permits, Parent and its Subsidiaries have undertaken all measures necessary to facilitate transferability of the same and none of Parent or any Subsidiary are aware of any condition, event, or circumstance that might prevent or impede the transferability of the same nor have either received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(c) To Parent's Knowledge, there has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the business or assets of Parent or any Subsidiary or any real property currently or formerly owned, operated, or leased by Parent or any Subsidiary. None of Parent or any Subsidiary have received an Environmental Notice that any real property currently or formerly owned, operated or leased in connection with the business of Parent (including soils, groundwater, surface water, buildings and other structure located on any such real property) has been contaminated with any Hazardous Material that could reasonably be expected to result in an Environmental Claim against or a violation of Environmental Law or term of any Environmental Permit by Parent or any Subsidiary.

(d) To Parent's Knowledge, there are no active or abandoned aboveground or underground storage tanks owned or operated by Parent or any Subsidiary.

(e) To Parent's Knowledge, there are no Hazardous Materials treatment, storage, or disposal facilities or locations used by Parent or any Subsidiary or any of their respective predecessors as to which Parent or any Subsidiary may retain liability. None of such facilities or locations has been placed or proposed for placement on the National Priorities List under CERCLA or any similar state list. None of Parent or any Subsidiary have received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage or disposal facilities or locations used by Parent or any Subsidiary.

(f) Neither Parent nor any Subsidiary has retained or assumed, by Contract or operation of Law, any liabilities or obligations of third parties under Environmental Laws.

(g) Parent and the Subsidiaries have provided or otherwise made available to the Company and listed in Section 5.11(g) of the Parent Disclosure Schedule: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the business or assets of Parent or any Subsidiary or any currently or formerly owned, operated or leased real property that are in the possession or control of Parent or any Subsidiary or any of their Affiliates related to compliance with Environmental Laws, Environmental Claims, an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or

otherwise control pollution or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(h) None of Parent or any Subsidiary are aware of or reasonably anticipate any condition, event, or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the business or assets of Parent or any Subsidiary as currently carried out.

(i) There are no Environmental Claims pending or, to Parent's Knowledge, threatened against Parent, any Subsidiary or the Real Property, and to Parent's Knowledge, there are no circumstances that could reasonably be expected to form the basis of any such Environmental Claim.

(j) Neither the execution of this Agreement or the Ancillary Agreements by Parent or any Subsidiary, as applicable, nor the consummation of the transactions contemplated hereby or thereby, will require any notice to or consent of any Governmental Authority or third party pursuant to any applicable Environmental Law or Environmental Permit.

Section 5.11 Real Property.

(a) Parent or one or more of its Subsidiaries has good and marketable fee simple title to is owned real property (the "Parent Owned Real Property") free and clear of any Liens other than (i) the Permitted Liens and (ii) as set forth on Section 5.11(a) of the Parent Disclosure Schedule. Neither Parent nor any Subsidiary has received written notice of any pending, and to the Knowledge of Parent threatened, condemnation proceeding affecting any Parent Owned Real Property or any portion thereof or interest therein.

(b) Parent and each Subsidiary has a valid and enforceable leasehold interest under each Lease of real property used by Parent or any Subsidiary ("Parent Leased Real Property") relating to Parent Leased Real Property used by it. Each such Lease is in full force and effect and is valid, binding and enforceable in accordance with its terms against Parent or such Subsidiary and each other party thereto. Neither Parent nor any Subsidiary is in default nor has it received a notice of default or termination that remains outstanding under any such Lease, and to Parent's Knowledge, no uncured default or breach on the part of the landlord exists under any Lease, and no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default or permit the termination, modification or acceleration of rent under any such Lease. Parent or such Subsidiary is in peaceful and undisturbed possession of each parcel of Parent Leased Real Property, the use of the Parent Leased Real Property complies with the terms of the applicable Lease and to Parent's Knowledge, there are no contractual or legal restrictions that preclude or restrict the ability to use the Parent Leased Real Property for the purposes for which it is currently being used. Neither Parent nor any Subsidiary has leased or subleased any parcel or any portion of any parcel of Parent Leased Real Property to any other Person and no other Person has any rights to the use, occupancy or enjoyment thereof. Neither Parent nor any Subsidiary is liable under any lease, sublease, license or other form of occupancy agreement other than the Leases. There are no condemnation proceedings or eminent domain proceedings of any kind pending or, to Parent's Knowledge, threatened with respect to any of the Parent Leased Real Property, and none of Parent nor any Subsidiary has received written notice of any such proceedings.

(c) The Parent Owned Real Property and the Parent Leased Real Property comprise all of the real property used in, or otherwise related to, the business of Parent or any of its Subsidiaries.

Section 5.12 Labor and Employment Matters.

(a) All salaries, wages, commissions and other compensation and benefits payable to each employee of Parent or any Subsidiary have been accrued and paid by Parent or such Subsidiary when due for all periods through the Closing Date. To Parent's Knowledge, no current executive, key employee or group of employees has given notice of termination of employment or otherwise disclosed plans to terminate employment with Parent or any Subsidiary within the next twelve (12) months. No executive or key employee of Parent or any Subsidiary is employed under a non-immigrant work visa or other work authorization that is limited in duration.

(b) Parent and each Subsidiary is in material compliance with all Laws regarding employment and employment practices, conditions of employment, wages and hours with respect to the business of Parent, and the payment and withholding of Taxes and other sums as required by the appropriate Governmental Authority, and has withheld and paid to the appropriate Governmental Authority or is holding for payment not yet due to such Governmental Authority all Taxes and other amounts required to be withheld from employees of the Company or any Subsidiary (and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed).

(c) There is no labor strike, dispute or work stoppage pending or, to Parent's Knowledge, threatened against or involving the business of Parent or at the current customer locations which may affect such business or which may interfere with its continued operation, and there has been no strike, walkout or work stoppage involving any of the employees of Parent or any Subsidiary employed with respect to the business of Parent or any Subsidiary or at the current customer locations during the twenty-four (24) months prior to the date of this Agreement.

(d) Neither Parent nor any Subsidiary has incurred, and no circumstances exist under which Parent or any Subsidiary would reasonably be expected to incur, any Liability arising from the failure to pay wages (including overtime wages), from the misclassification of employees as independent contractors and/or from the misclassification of employees as exempt from the requirements of the Fair Labor Standards Act or similar state Laws.

(e) There is no Action with respect to any employment-related matters, including payment of wages, salary or overtime pay, that has been asserted or is now pending or, to Parent's Knowledge, threatened by or before any Governmental Authority with respect to any Persons currently or formerly employed (or engaged as an independent contractor) by, or who are or were applicants for employment with, Parent or any Subsidiary.

Section 5.13 Parent Closing Statement. The Parent Closing Statement, when prepared, was prepared in good faith, in conformity with Parent's audited financial statements and the books and records of Parent and its Subsidiaries (including the Bulk-Up Subsidiaries) and otherwise in accordance with Schedule A.

Section 5.14 Issued Capital.

(a) As of November 24, 2021, the authorized share capital of Parent consists of an unlimited number of shares of a class to be designated as subordinate voting shares and an unlimited number of shares of a class to be designated as multiple voting shares, of which the following shares are issued and outstanding: 39,503,480 Subordinate Voting Shares and 425,970.73 Multiple Voting Shares, together with outstanding options, warrants and other rights to acquire an aggregate of approximately 63,367,209 Subordinate Voting Shares (including, the Subordinate Voting Shares issuable upon conversion of the outstanding Multiple Voting Shares).

(b) Upon consummation of the Merger, the Shareholders shall own all of the Merger Consideration payable in accordance with Section 2.05, free and clear of all Liens.

(c) The authorized, issued and outstanding share capital of Merger Sub consists of 1,000 shares of common stock, no par per share, of which one share is issued and outstanding and is owned by Parent.

Section 5.15 Due Issuance. The issued and outstanding Subordinate Voting Shares have been validly and duly issued as fully paid and non-assessable shares. Immediately after the Closing, the Merger Consideration will be duly authorized, validly issued, fully paid and non-assessable and will have been issued in accordance with all applicable Laws, including, but not limited to, the Securities Act.

Section 5.16 No Material Undisclosed Information. There is no material fact or material change in the affairs of Parent that has not been publicly disclosed.

Section 5.17 Listed for Trading. The issued and outstanding Subordinate Voting Shares of Parent are listed and posted for trading on the CSE. Parent is in compliance in all material respects with the policies of the CSE.

Section 5.18 Reporting Status and Securities Laws Matters. The Parent is a "reporting issuer" or the equivalent and not on the list of reporting issuers in default under the applicable Canadian provincial Securities Laws of the Provinces of British Columbia, Alberta and Ontario. The Parent is in compliance, in all material respects, with all applicable Securities Laws and there are no current, pending or, to the knowledge of the Parent, threatened proceedings before any Governmental Authority or Securities Authority relating to any alleged non-compliance with Securities Laws. The issued and outstanding Subordinate Voting Shares are listed on, and the Parent is in compliance in all material respects with, the rules and policies of the CSE. No de-listing, suspension of trading in or cease trading order with respect to any securities of the Parent and, to the knowledge of the Parent, no inquiry or investigation (formal or informal) of any Governmental Authority or the CSE is in effect or ongoing or, to the knowledge of the Parent, expected to be implemented or undertaken.

Section 5.19 Cease Trade Orders. Parent is not subject to any cease trade or other order of any applicable stock exchange or securities regulatory authority and, to the Knowledge of Parent, no investigation or other proceeding involving Parent which may operate to prevent or restrict trading of any securities of Parent is currently in progress or pending before any applicable stock exchange or securities regulatory authority. Parent is a reporting issuer in the Canadian provinces of British Columbia, Alberta and Ontario, and Parent is not on the list of defaulting reporting issuers in any such provinces.

Section 5.20 Bankruptcy. There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or, to the knowledge of Parent, threatened against Parent or any of its subsidiaries before any court, regulatory or administrative agency or tribunal.

Section 5.21 Compliance with Disclosure Obligations. Except as set forth in Section 5.21 of the Parent Disclosure Schedule, Parent has publicly filed, under its profile on System for Electronic Document Analysis and Retrieval, all documents required to be filed by it in accordance with applicable Securities Laws with the Securities Authorities and/or the CSE since May 30, 2019 (collectively, the "Parent Disclosure Documents"). Other than as disclosed in the Parent Disclosure Documents, the Parent has timely filed or furnished all Parent Disclosure Documents required to be filed or furnished by the Parent with any Governmental Authority (including "documents affecting the rights of securityholders" and "material contracts" required to be filed by Part 12 of National Instrument 51-102 – *Continuous Disclosure Obligations*). Since May 30, 2019, Parent has not filed any confidential material change report with any

securities regulatory authority which remains confidential. Each of the Parent Disclosure Documents: (i) complied when filed with the requirements of applicable Securities Laws; except as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect, and (ii) did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any material misrepresentation, untrue statement of material fact or omit to state a material fact required to be stated therein or required in order to make the statements therein, in light of the circumstances under which they were made.

Section 5.22 Financial Statements. The consolidated annual audited financial statements of the Parent as at and for the year ended December 31, 2020 (including the notes thereto) and related management's discussion and analysis (collectively, the "Parent Financial Statements") were prepared in accordance with IFRS consistently applied (except (a) as otherwise indicated in the Parent Financial Statements and the notes thereto or, in the case of audited statements, in the related report of the Parent's independent auditors, or (b) in the case of unaudited interim financial statements, are subject to normal period-end adjustments and may omit notes which are not required by applicable Laws in the unaudited statements) and present fairly, in all material respects, the consolidated financial position, financial performance and cash flows of the Parent for the dates and periods indicated therein (subject, in the case of any unaudited in term financial statements, to normal period-end adjustments) and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of the Parent on a consolidated basis. There has been no material change in the Parent's accounting policies, except as described in the Parent Financial Statements, since December 31, 2020.

Section 5.23 Independent Auditors. The Parent's current auditors are independent with respect to the Parent within the meaning of the rules of professional conduct applicable to auditors in Canada and there has never been a "reportable event" (within the meaning of National Instrument 51-102 – Continuous Disclosure Obligations) with the current or, to the knowledge of the Parent, any predecessor auditors of the Parent during the last three years.

Section 5.24 Taxes.

(a) The Parent and each of its subsidiaries has duly and timely filed all material Tax Returns required to be filed prior to the date hereof with the appropriate Governmental Authority and all such Tax Returns are true and correct in all material respects.

(b) Except (i) as set forth in Schedule 5.24(b) of the Parent Disclosure Schedule, (ii) to the extent included in Schedule A as liabilities or (iii) or otherwise reserved in Parent Financial Statements, the Parent and each of its subsidiaries has duly and timely paid all material Taxes, including all instalments on account of Taxes for the current year that are due and payable by it whether or not assessed by the appropriate Governmental Authority.

(c) The Parent and each of its subsidiaries has duly and timely collected all material amount of all Taxes required to be collected and has duly and timely paid and remitted the same to the appropriate Governmental Authority.

(d) Except as set forth in Schedule 5.24(d) of the Parent Disclosure Schedule, there are no material proceedings, investigations, audits or claims now pending against the Parent or its subsidiaries in respect of any Taxes and no Governmental Authority has asserted in writing, or to the knowledge of the Parent, has threatened to assert against the Parent or its subsidiaries any deficiency or claim for Taxes or interest thereon or penalties in connection therewith.

(e) Except as set forth in Schedule 5.24(e) of the Parent Disclosure Schedule, there are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, the Parent or any of its subsidiaries.

(f) To the knowledge of the Parent, there are no material Liens for Taxes upon any property or assets of the Parent and its subsidiaries (whether owned or leased), except Liens for current Taxes not yet due.

(g) Neither the Parent nor any of its subsidiaries are a party to any agreement, understanding or arrangement relating to allocating or sharing any material amount of Taxes.

(h) The Parent and each of its subsidiaries has duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any Person, including any employees and any non-resident Person, the amount of all material Taxes and other deductions required by any Laws to be withheld from any such amount and has duly and timely remitted the same to the appropriate Governmental Entity.

(i) The Parent is a "taxable Canadian corporation" for the purposes of the Tax Act.

Section 5.25 Compliance with Laws.

(a) Except as disclosed in the Parent Disclosure Documents, the Parent and each of its subsidiaries have complied with and are not in violation, in any material respect, of any applicable Laws.

(b) Except as disclosed in the Parent Disclosure Documents, neither the Parent nor any of its subsidiaries have received any written notices or other written correspondence from any Governmental Authority (i) regarding any violation (or any investigation, inspection, audit, or other proceeding by any Governmental Authority involving allegations of any violation) of any Law or (ii) of any circumstances that may have existed or currently exist which could lead to a loss, suspension, or modification of, or a refusal to issue or re-issue, any material authorization other than where such. correspondence would not reasonably be expected to have a Parent Material Adverse Effect on the Parent or significantly impact the ability of the Parent to consummate the Agreement. To the knowledge of the Parent, no investigation, inspection, audit or other proceeding by any Governmental Authority involving allegations of any material violation of any Law is threatened or contemplated.

(c) Neither the Parent, its subsidiaries nor, to the knowledge of the Parent, any of their respective directors, executives, representatives, agents or employees: (i) has used or is using any corporate funds for any illegal contributions, gifts, entertainment or other expenses relating to political activity that would be illegal; (ii) has used or is using any corporate funds for any direct or indirect illegal payments to any foreign or domestic governmental officials or employees; (iii) has violated or is violating any provision of the *United States Foreign Corrupt Practices Act of 1977*, the *Corruption of Foreign Public Officials Act* (Canada) or any similar Laws of other jurisdictions; (iv) has established or maintained, or is maintaining, any illegal fund of corporate monies or other properties; or (v) has made any bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature.

(d) The operations of the Parent and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of any money laundering Laws and no action, suit or proceeding by or before any Governmental Authority or any arbitrator non-Governmental Authority involving the Parent or any of its subsidiaries with respect to the money laundering Laws is pending or, to the knowledge of the Parent, threatened.

(e) None of the Parent or any of its subsidiaries, to the knowledge of the Parent, any director, officer, agent, employee or affiliate of the Parent or any of its subsidiaries, has had any sanctions imposed upon any such Person, and the Parents and its subsidiaries are not in violation of any of the sanctions or Law or executive order relating thereto, or are conducting business with any person subject to any sanctions.

Section 5.26 No Judgments. Neither Parent, nor any of its subsidiaries, nor any of their respective assets or properties, is subject to any material outstanding judgment, order, writ, injunction or decree applicable to Parent or any of its subsidiaries on a consolidated basis.

Section 5.27 U.S. Tax Classification. Parent is treated and properly classified as a domestic corporation under the Code and will continue to be so classified at the time the Merger is consummated.

Section 5.28 Full Disclosure. No representation or warranty by Parent in this Agreement and no statement contained in the Parent Disclosure Schedule or any certificate or other document furnished or to be furnished to the Company pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein in any material respect as of the date they were provided, in light of the circumstances in which they are made, not misleading.

ARTICLE VI
ADDITIONAL COVENANTS OF THE PARTIES

Section 6.01 Conduct of Business of the Company. During the period from the date of this Agreement until the Effective Time, the Company shall, and shall cause each of its Subsidiaries, except as expressly required by this Agreement, as required by applicable Law, or with the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned, or delayed), to use its reasonable best efforts to conduct its business only in the Ordinary Course of business consistent with past practice, and, to the extent consistent therewith, the Company shall, and shall cause each of its Subsidiaries to, use its reasonable best efforts to preserve substantially intact its and its Subsidiaries' business organization, to keep available the services of its and its Subsidiaries' current officers and employees, to preserve its and its Subsidiaries' present relationships with customers, suppliers, distributors, licensors, licensees, and other Persons having business relationships with it. Without limiting the generality of the foregoing, between the date of this Agreement and the Effective Time, except as otherwise expressly permitted or required by this Agreement, or as required by applicable Law, the Company shall not, nor shall it permit any of its Subsidiaries to, without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned, or delayed):

(a) amend or propose to amend its Organizational Documents;

(b) (i) split, combine, or reclassify any equity securities of the Company or any Subsidiary, (ii) repurchase, redeem, or otherwise acquire, or offer to repurchase, redeem, or otherwise acquire, any Company Securities or Company Subsidiary Securities, or (iii) declare, set aside, or pay any dividend or distribution (whether in cash, stock, property, or otherwise) in respect of, or enter into any Contract with respect to the voting of, any shares of its capital stock (other than dividends from its direct or indirect wholly-owned Subsidiaries);

(c) issue, sell, pledge, dispose of, or encumber any equity securities of the Company or any Subsidiary;

(d) acquire, by merger, consolidation, acquisition of stock or assets, or otherwise, any business or Person or division thereof or make any loans, advances, or capital contributions to or investments in any Person;

(e) (i) transfer, license, sell, lease, or otherwise dispose of (whether by way of merger, consolidation, sale of stock or assets, or otherwise) or pledge, encumber, mortgage, or otherwise subject to any Lien (other than a Permitted Lien), any assets, including the capital stock or other equity interests in any Subsidiary of the Company; *provided, that* the foregoing shall not prohibit the Company and its Subsidiaries from transferring, selling, leasing, or disposing of obsolete equipment or assets being replaced, or granting non-exclusive licenses under the Company Intellectual Property, in each case in the Ordinary Course of business consistent with past practice, or (ii) adopt or effect a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, or other reorganization;

(f) repurchase, prepay, or incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person, issue or sell any debt securities or options, warrants, calls, or other rights to acquire any debt securities of the Company or any of its Subsidiaries, guarantee any debt securities of another Person, enter into any "keep well" or other Contract to maintain any financial statement condition of any other Person (other than any wholly-owned Subsidiary of it) or enter into any arrangement having the economic effect of any of the foregoing, other than in connection with the financing of Ordinary Course trade payables consistent with past practice;

(g) enter into or amend or modify in any material respect, or consent to the termination of (other than at its stated expiry date), any Company Material Contract or any Lease with respect to material Real Estate or any other Contract or Lease that, if in effect as of the date hereof would constitute a Company Material Contract or Lease with respect to material Real Estate hereunder;

(h) institute, settle, or compromise any Action involving the payment of monetary damages by the Company or any of its Subsidiaries;

(i) make any material change in any method of financial accounting principles or practices, in each case except for any such change required by a change in IFRS or applicable Law;

(j) (i) settle or compromise any material Tax claim, audit, or assessment for an amount materially in excess of the amount reserved or accrued on the Balance Sheet, (ii) make or change any material Tax election, change any annual Tax accounting period, or adopt or change any method of Tax accounting, (iii) amend any material Tax Returns or file claims for material Tax refunds, or (iv) enter into any material closing agreement, surrender in writing any right to claim a material Tax refund, offset or other reduction in Tax liability or consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to the Company or its Subsidiaries;

(k) enter into any material agreement, agreement in principle, letter of intent, memorandum of understanding, or similar Contract with respect to any joint venture, strategic partnership, or alliance, except in the Ordinary Course of business consistent with past practice;

(l) except in connection with actions permitted herein, take any action to exempt any Person from, or make any acquisition of securities of the Company by any Person not subject to, any state takeover statute or similar statute or regulation that applies to Company with respect to a Takeover Proposal or otherwise, except for Parent, Merger Sub, or any of their respective Subsidiaries or Affiliates, or the transactions contemplated by this Agreement;

(m) abandon, allow to lapse, sell, assign, transfer, grant any security interest in otherwise encumber or dispose of any intellectual property, or grant any right or license to any intellectual property other than pursuant to non-exclusive licenses entered into in the Ordinary Course of business consistent with past practice;

(n) terminate or modify in any material respect, or fail to exercise renewal rights with respect to, any material insurance policy;

(o) adopt or implement any stockholder rights plan or similar arrangement; or

(p) agree or commit to do any of the foregoing.

Section 6.02 Tax Matters.

(a) In the case of any taxable period that begins before and ends after the Closing Date (a "Straddle Period"), the amount of any Taxes based on or measured by income, gain, receipts, capital, sales or payroll of the Company or any Subsidiary for the Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date. The amount of any other Taxes of the Company or any Subsidiary for a Straddle Period that relates to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period.

(b) The Company at its own expense, shall prepare, or cause to be prepared, and file, or cause to be filed (taking into account all extensions properly obtained), all Tax Returns required to be filed by the Company or any Subsidiary after the Closing Date (taking into account extensions) for all Pre-Closing Tax Periods (other than Straddle Periods) and the Company or the applicable Subsidiary, as the case may be, shall pay and discharge all Taxes shown to be due by the Company or the applicable Subsidiary on such Tax Returns, subject to the rights of the Parent Indemnified Parties under Article VI. Unless otherwise required by Law, any such Tax Return shall be prepared in a manner consistent with past practice of the Company or the applicable Subsidiary, as the case may be, and, such Tax Return (other than payroll Tax Returns) shall be submitted by the Company to Parent (together with schedules, statements and, to the extent requested by Parent, supporting documentation) at least thirty (30) days prior to the due date (including extensions) of such Tax Return. If Parent objects to any item on any such Tax Return, it shall, within ten (10) days after delivery of such Tax Return, notify Selling Parties in writing that it so objects, specifying with particularity any such item and stating the specific factual or legal basis for any such objection. If a notice of objection shall be duly delivered, Parent and the Company shall negotiate in good faith and use their commercially reasonable efforts to resolve such items. If Parent and the Company are unable to reach such agreement within ten (10) days after receipt by Selling Parties of the notice of objection, the disputed items shall be submitted for resolution to an impartial nationally recognized firm of independent certified public accountants mutually agreed to by Parent and the Shareholder Representative (the "Independent Accountant") and any determination by the Independent Accountant shall be final. The Independent Accountant shall resolve any disputed items within ten (10) days of having the item referred to it pursuant to such procedures as it may require. If the Independent Accountant is unable to resolve any disputed items at least three (3) days before the due date for such Tax Return, the Tax Return shall be filed as prepared by Selling Parties and then amended to reflect the Independent Accountant's resolution. The costs, fees and expenses of the Independent Accountant shall be borne one-half by Parent and one-half by the Company.

(c) Parent shall prepare, or cause to be prepared, and file, or cause to be filed (taking into account all extensions properly obtained), all Tax Returns required to be filed by the Company and the

Subsidiaries after the Closing Date with respect to any Straddle Period and the Company or the applicable Subsidiary shall pay and discharge all Taxes shown to be due on such Tax Returns, subject to the rights of the Parent Indemnified Parties under Article VI. Unless otherwise required by Law, any such Tax Return shall be prepared in a manner consistent with past practice of the Company or the applicable Subsidiary, as the case may be, and, such Tax Return (other than payroll Tax Returns) shall be submitted by Parent to the Company (together with schedules, statements and, to the extent requested by the Company, supporting documentation) at least 30 days prior to the due date (including extensions) of such Tax Return. If Selling Parties object to any item on any such Tax Return, they shall, within ten (10) days after delivery of such Tax Return, notify Parent in writing that they so object, specifying with particularity any such item and stating the specific factual or legal basis for any such objection. If a notice of objection shall be duly delivered, Parent and Shareholder Representative shall negotiate in good faith and use their commercially reasonable efforts to resolve such items. If Parent and Shareholder Representative are unable to reach such agreement within ten (10) days after receipt by Parent of the notice of objection, the disputed items shall be resolved by the Independent Accountant and any determination by the Independent Accountant shall be final. The Independent Accountant shall resolve any disputed items within ten (10) days of having the item referred to it pursuant to such procedures as it may require. If the Independent Accountant is unable to resolve any disputed items at least three (3) days before the due date for such Tax Return, the Tax Return shall be filed as prepared by Parent and then amended to reflect the Independent Accountant's resolution. The costs, fees and expenses of the Independent Accountant shall be borne one-half by Parent and one-half by the Shareholders Representative.

(d) Except as otherwise required under applicable Law or in connection with the settlement of any Third Party Claim with respect to Taxes under Section 6.05(b), without the prior written consent of Parent, the Company shall not, with respect to the Company or any Subsidiary, make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return (inconsistent with the prior practice of the Company or any Subsidiary) that would have the effect of increasing the Tax liability or reducing any Tax asset of the Company or any Subsidiary in respect of any Post-Closing Tax Period. The Company agree that Parent is to have no liability for any Tax resulting from any action of the Company, their respective Affiliates or any of their respective Representatives, and agrees to indemnify and hold harmless Parent (and, after the Closing Date, the Company and the Subsidiaries) against any such Tax or reduction of any Tax asset.

(e) Except as otherwise required under applicable Law or in connection with the settlement of a Third Party Claim with respect to Taxes under Section 6.05(b), without the prior written consent of Selling Parties, Parent (and, after the Closing, the Company, its Affiliates and their respective Representatives) shall not, with respect to the Company or any Subsidiary for any Pre-Closing Tax Period or Straddle Period, make, change or rescind any Tax election, amend or file any original Tax Return for any taxable period (except as otherwise provided in Section 5.01(c)), or agree to extend or waive the statute of limitations with respect to Taxes. Notwithstanding anything to the contrary in this Agreement, Parent agrees that the Company are to have no liability for any Tax resulting from such action of Parent, the Company, any Subsidiary, their Affiliates or any of their respective Representatives, and agrees to indemnify and hold harmless Selling Parties harmless from any Taxes resulting from such action.

(f) Parent and the Company shall cooperate fully, as and to the extent reasonably requested by any other party, in connection with the filing of Tax Returns pursuant to this Section 6.02 and any audit, litigation, proceeding or other Action with respect to Taxes of the Company or any Subsidiary. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related workpapers and documents relating to rulings or other determinations by Tax authorities

(g) The Company agrees (i) to retain all books and records of the Company and the Subsidiaries in the possession of the Company or Subsidiaries, as the case may be, with respect to Tax matters relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Parent or the Shareholder Representative, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any Taxing Authority, and (ii) to give the other applicable party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other applicable party so requests, the Company or the Subsidiaries, as the case may be, shall allow the other applicable party to take possession of such books and records.

(h) Parent and the Company further agree, upon request, to use their commercially reasonable efforts to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including with respect to the transactions contemplated hereby).

(i) Parent and the Company further agree, upon request, to provide the other applicable party with all information that either party may be required to report pursuant to Code Section 6043, or Code Section 6043A, or Treasury Regulations promulgated thereunder.

(j) All tax-sharing agreements or similar agreements with respect to or involving the Company and the Subsidiaries shall be terminated as of the Closing Date and, after the Closing Date, the Company and the Subsidiaries shall not be bound thereby or have any liability thereunder.

(k) The Company will be entitled to any Tax refund or credit against Taxes for an overpayment, including interest paid therewith, in respect of Taxes of the Company and any Subsidiary for any Pre-Closing Tax Period (a "Seller Tax Refund"), to the extent any such Seller Tax Refund is received or realized by Parent, the Company or any Subsidiary, or any of their Affiliates, provided that such amounts shall be net of: (i) any reasonable out-of-pocket costs incurred in obtaining a Tax Refund and (ii) any Taxes incurred by Parent, the Company, any Subsidiary or any of their Affiliates as a result of their receipt or realization of such Seller Tax Refund. Parent shall pay any amount to which the Shareholders are entitled pursuant to this Section 6.02(k), by wire transfer of immediately available funds to the Shareholder Representative, within ten (10) days after receipt or entitlement thereto. Parent and its Affiliates shall cause the Company and the Subsidiaries to file for and use commercially reasonable efforts to obtain any Seller Tax Refund.

(l) The parties hereto intend that, for federal income tax purposes, the Merger shall constitute a "reorganization" within the meaning of Section 368(a) of the Code. The Company and Parent shall use their commercially reasonable efforts and shall cause their Affiliates to use their commercially reasonable efforts, to take or cause to be taken any action necessary for the Merger to qualify as a "reorganization" within the meaning of Section 368 of the Code. Neither the Company nor Parent shall, nor shall they permit any of their respective Affiliates or Representatives to, take or cause to be taken any action that could prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(m) This Agreement is intended to constitute, and the parties hereto hereby adopt this Agreement as, a "plan of reorganization" within the meaning Treasury Regulation Sections 1.368-2(g) and 1.368-3(a). Each of the Company and Parent shall report the Merger as a "reorganization" within the meaning of Section 368(a), unless otherwise required pursuant to (i) a "determination" within the meaning of Section 1313(a) of the Code or (ii) a settlement with IRS Appeals on IRS Form 870-AD (or successor form).

Section 6.03 No Solicitation. Neither the Company, on the one hand, nor Parent, on the other hand, shall, and each shall cause their respective Subsidiaries and their Representatives not to, directly or indirectly, solicit, initiate, or knowingly: (i) take any action to facilitate or encourage the submission of any Takeover Proposal or the making of any proposal that could reasonably be expected to lead to any Takeover Proposal; (ii) conduct or engage in any discussions or negotiations with, disclose any non-public information relating to the Company or Parent or any of their respective Subsidiaries to, afford access to the business, properties, assets, books, or records of the Company or Parent or any of their respective Subsidiaries to, or knowingly assist, participate in, facilitate, or encourage any effort by, any third party (or its potential sources of financing) that is seeking to make, or has made, any Takeover Proposal; or (iii) enter into any agreement in principle, letter of intent, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement, or other Contract relating to any Takeover Proposal (each, an "Acquisition Agreement"). Neither the Company Board shall effect a Company Adverse Recommendation Change, nor shall the Parent Board effect a Parent Adverse Recommendation Change. The Company on the one hand, and Parent, on the other hand, shall, and shall cause their respective Subsidiaries and their and their Subsidiaries' Representatives to cease immediately and cause to be terminated any and all existing activities, discussions, or negotiations, if any, with any third party conducted prior to the date hereof with respect to any Takeover Proposal and shall use its reasonable best efforts to cause any such third party (or its agents or advisors) in possession of non-public information in respect of the Company or Parent, as applicable, and any of their respective Subsidiaries that was furnished by or on behalf of such party or its respective Subsidiaries to return or destroy (and confirm destruction of) all such information. Without limiting the foregoing, it is understood that any violation of or the taking of actions inconsistent with the restrictions set forth in this Section 6.03 by any Representative of the Company or its Subsidiaries, on the one hand, or Parent or its Subsidiaries, on the other hand, whether or not such Representative is purporting to act on behalf of the applicable party or any of its Subsidiaries, shall be deemed to be a breach of this Section 6.03 by the applicable party.

Section 6.04 Notices of Certain Events. Subject to applicable Law, the Company shall notify Parent and Merger Sub, and Parent and Merger Sub shall notify the Company, promptly of: (a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (b) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and (c) any event, change, or effect between the date of this Agreement and the Effective Time which individually or in the aggregate causes or is reasonably likely to cause or constitute: (i) a material breach of any of its representations, warranties, or covenants contained herein, or (ii) the failure of any of the conditions set forth in Article VII of this Agreement to be satisfied; provided that, the delivery of any notice pursuant to this Section 6.04 shall not cure any breach of, or noncompliance with, any other provision of this Agreement or limit the remedies available to the party receiving such notice.

Section 6.05 Reasonable Best Efforts.

(a) Upon the terms and subject to the conditions set forth in this Agreement (including those contained in this Section 6.05), each of the parties hereto shall, and shall cause its Subsidiaries to, use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper, or advisable to consummate and make effective, and to satisfy all conditions to, as promptly as reasonably practicable (and in any event no later than the End Date), the Merger and the other transactions contemplated by this Agreement, including: (i) except as otherwise provided in Section 2.13(b), the obtaining of all necessary Permits, waivers, and actions or nonactions from a Governmental Authority and the making of all necessary registrations, filings, and notifications (including filings with a Governmental Authority) and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any a Governmental Authority; (ii) except as otherwise provided in Section 2.13(b), the obtaining of all

necessary consents or waivers from third parties; and (iii) the execution and delivery of any additional instruments necessary to consummate the Merger and to fully carry out the purposes of this Agreement. The Company and Parent shall, subject to applicable Law, promptly: (A) cooperate and coordinate with the other in the taking of the actions contemplated by clauses (i), (ii), and (iii) immediately above; and (B) supply the other with any information that may be reasonably required in order to effectuate the taking of such actions. Each party hereto shall promptly inform the other party or parties hereto, as the case may be, of any communication from any Governmental Authority regarding any of the transactions contemplated by this Agreement. If the Company, on the one hand, or Parent or Merger Sub, on the other hand, receives a request for additional information or documentary material from any Governmental Authority with respect to the transactions contemplated by this Agreement, then it shall use reasonable best efforts to make, or cause to be made, as soon as reasonably practicable and after consultation with the other party, an appropriate response in compliance with such request, and, if permitted by applicable Law and by any applicable Governmental Authority, provide the other party's counsel with advance notice and the opportunity to attend and participate in any meeting with any Governmental Authority in respect of any filing made thereto in connection with the transactions contemplated by this Agreement. Neither Parent nor the Company shall commit to or agree (or permit any of their respective Subsidiaries to commit to or agree) with any Governmental Authority to stay, toll, or extend any applicable waiting period under the HSR Act or other applicable Antitrust Laws, without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned, or delayed.

(b) In the event that any administrative or judicial action or proceeding is instituted (or threatened to be instituted) by a Governmental Authority or private party challenging the Merger or any other transaction contemplated by this Agreement, or any other agreement contemplated hereby, the Company shall cooperate in all respects with Parent and Merger Sub and shall use its reasonable best efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed, or overturned any Order, whether temporary, preliminary, or permanent, that is in effect and that prohibits, prevents, or restricts consummation of the transactions contemplated by this Agreement. Notwithstanding anything in this Agreement to the contrary, none of Parent, Merger Sub, or any of their respective Affiliates shall be required to defend, contest, or resist any action or proceeding, whether judicial or administrative, or to take any action to have vacated, lifted, reversed, or overturned any Order, in connection with the transactions contemplated by this Agreement.

(c) Notwithstanding anything to the contrary set forth in this Agreement, none of Parent, Merger Sub, or any of their respective Subsidiaries shall be required to, and the Company may not, without the prior written consent of Parent, become subject to, consent to, or offer or agree to, or otherwise take any action with respect to, any requirement, condition, limitation, understanding, agreement, or Order to: (i) sell, license, assign, transfer, divest, hold separate, or otherwise dispose of any assets, business, or portion of business of the Company, the Surviving Company, Parent, Merger Sub, or any of their respective Subsidiaries; (ii) conduct, restrict, operate, invest, or otherwise change the assets, business, or portion of business of the Company, the Surviving Company, Parent, Merger Sub, or any of their respective Subsidiaries in any manner; or (iii) impose any restriction, requirement, or limitation on the operation of the business or portion of the business of the Company, the Surviving Company, Parent, Merger Sub, or any of their respective Subsidiaries; provided, that if requested by Parent, the Company will become subject to, consent to, or offer or agree to, or otherwise take any action with respect to, any such requirement, condition, limitation, understanding, agreement, or Order so long as such requirement, condition, limitation, understanding, agreement, or Order is only binding on the Company in the event the Closing occurs.

Section 6.06 Public Disclosure. The initial press release with respect to this Agreement and the transactions contemplated hereby shall be a release mutually agreed to by the Company and Parent. Thereafter, each of the Company and Parent agrees that no public release, statement, announcement, or other disclosure concerning the Merger and the other transactions contemplated hereby shall be issued by

any party without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned, or delayed), except as may be required by: (a) applicable Law, (b) court process, (c) the rules or regulations of any applicable stock exchange, or (d) any Governmental Authority to which the relevant party is subject or submits; provided, in each such case, that the party making the release, statement, announcement, or other disclosure shall use its reasonable best efforts to allow the other party reasonable time to comment on such release, statement, announcement, or other disclosure in advance of such issuance. Notwithstanding the foregoing, the restrictions set forth in this Section 6.06 shall not apply to any release, statement, announcement, or other disclosure made with respect to: (i) in the case of the Company, a Company Adverse Recommendation Change issued or made in compliance with Section 9.03, (ii) in the case of Parent, a Parent Adverse Recommendation Change issued or made in compliance with Section 9.03; (iii) any other disclosures issued or made in compliance with Section 9.03; or (iv) the Merger and the other transactions contemplated hereby that is substantially similar (and identical in any material respect) to those in a previous release, statement, announcement, or other disclosure made by the Company or Parent in accordance with this Section 6.06.

Section 6.07 Confidentiality. Except as required by applicable Law or in accordance with Section 5.06, each party agrees that it will keep confidential and will not disclose or divulge the terms of this Agreement and the transactions contemplated hereby, or any confidential, proprietary or secret information that such party may obtain from the other parties, unless such information is known, or until such information becomes known, to the public without wrongful disclosure by any disclosing party or its attorneys, accountants, consultants, other professionals, Affiliates, or partners, or such information is required, in legal counsel's written opinion, to be disclosed in legal or administrative proceedings; *provided, however*, that the parties may disclose such information to their respective attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services.

Section 6.08 Obligations of Merger Sub. Parent will take all action necessary to cause Merger Sub to perform its obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement.

Section 6.09 Resignations. At the written request of Parent, the Company shall cause each director of the Company or any director of any of the Company's Subsidiaries to resign in such capacity, with such resignations to be effective as of the Effective Time.

Section 6.10 Parent Chief Executive Officer. Parent and the Company shall have entered into an employment agreement with Edward M. Schmults ("Schmults") to serve as the Chief Executive Officer of Parent upon the Closing, in the form attached hereto as Exhibit C.

Section 6.11 Parent Board. Parent shall appoint one (1) Person to the Parent Board as designated by the Shareholders Representative (the "Parent Shareholder Director") effective as of the Closing, such designation to be provided to Parent thirty (30) days before Closing. In addition to the Parent Shareholder Director, Schmults, as the chief executive officer of Parent upon the Closing, shall be appointed to the Parent Board.

Section 6.12 Parent Chief Corporate Development Officer. Parent and the Company shall have entered into an employment agreement with Willie Senn ("Senn") to serve as the Chief Corporate Development Officer of Parent upon the Closing, in a form mutually acceptable to Parent and Senn.

Section 6.13 Company Debt Covenants. The Parties hereby agree that they will undertake all steps necessary to effect the following with respect to the following Indebtedness of the Company:

(a) Loans issued to 909 West Vista Way LLC and 658 East San Ysidro Blvd LLC, which are secured by real property, in the aggregate principal amount of $11,246,065, each with a maturity date of December 31, 2021, will be paid in full on or before the date that is one-hundred and eighty (180) days after the Closing Date (the "New Credit Facility");

(b) The Credit and Guaranty Agreement dated December 21, 2020 in the principal amount of $5,400,000 shall be amended to effect that (i) any acceleration of the indebtedness thereunder as a result of change of control resulting from the transactions contemplated by this Agreement shall be waived; and (ii) all defaults in financial covenants shall be waived; and

(c) Parent shall issue a guaranty in favor of the creditors set forth in this Section 6.13, which rights on such guaranty shall be subordinated to the guaranty provided for the New Credit Facility.

Section 6.14 Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of the Company or Merger Sub, any deeds, bills of sale, assignments, or assurances and to take and do, in the name and on behalf of the Company or Merger Sub, any other actions and things to vest, perfect, or confirm of record or otherwise in the Surviving Company any and all right, title, and interest in, to and under any of the rights, properties, or assets of the Company acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger.

ARTICLE VII
CONDITIONS

Section 7.01 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to this Agreement to effect the Merger is subject to the satisfaction or waiver (where permissible pursuant to applicable Law) on or prior to the Closing of each of the following conditions:

(a) Regulatory Approvals. Notwithstanding anything to the contrary herein, if approvals for all Regulatory Licenses have not been obtained by the earlier of (i) seventy (70) days from the date hereof, provided the approval of the Merger Resolution at the Parent Meeting has been obtained or (ii) the day after the approval of the Merger Resolution at the Parent Meeting, and each party has provided all information required in accordance with Section 6.05, then the parties agree to take the actions set forth on Schedule 7.01, and the "Closing Date" shall be deemed to be the date that is five (5) business days after the earlier of the date identified in Section 7.01(a)(i) and Section 7.01(a)(ii).

(b) No Injunctions, Restraints, or Illegality. No Governmental Authority having jurisdiction over any party hereto shall have enacted, issued, promulgated, enforced, or entered any Laws or Orders, whether temporary, preliminary, or permanent, that make illegal, enjoin, or otherwise prohibit consummation of the Merger, issuance of the Merger Consideration as contemplated in this Agreement, or the other transactions contemplated by this Agreement.

(c) Company Shareholder Approval. This Agreement will have been duly adopted and approved by the requisite vote of the Shareholders (the "Shareholder Approval") and such Shareholder Approval shall not have been revoked, rescinded or amended.

(d) Securities Laws. The distribution of the securities comprising the Merger Consideration pursuant to the Merger shall be exempt from the prospectus requirements of applicable Securities Laws in Canada either by virtue of exemptive relief from the Securities Authorities of each of the provinces of Canada or by virtue of exemptions under applicable Securities Laws and shall not be

subject to resale restrictions under applicable Securities Laws (other than as applicable to control persons or pursuant to Section 2.6 of National Instrument 45-102 – Resale of Securities).

Section 7.02 Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger are also subject to the satisfaction or waiver (where permissible pursuant to applicable Law) by Parent and Merger Sub on or prior to the Closing of the following conditions:

(a) Each of the representations and warranties contained in Article IV (i) that are qualified by reference to materiality, material adverse effect or any similar qualification shall be true and correct in all respects as of the date hereof and as of the Closing Date as though made on the Closing Date (except to the extent any representation or warranty expressly relates to a specific date, in which case as of that specific date), and (ii) that are not qualified as to materiality Article IV, individually and in the aggregate, shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made on the Closing Date (except to the extent any representation or warranty expressly relates to a specific date, in which case as of that specific date);

(b) The Company shall have performed in all material respects all obligations and complied in all material respects with the agreements and covenants, in this Agreement required to be performed by or complied with by it at or prior to the Closing.

(c) Since the date of this Agreement, there shall not have been any Company Material Adverse Effect or any event, change, or effect that would, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(d) The individuals set forth on Schedule 7.02(d) shall have accepted employment offers by Parent.

(e) The Company shall have delivered each of the closing deliverables set forth in Section 2.13.

(f) The Merger Resolution will have been duly adopted at the Parent Meeting.

(g) Parent will have received a certificate, signed by the chief executive officer or chief financial officer of the Company, certifying as to the matters set forth this Section 7.02.

Section 7.03 Conditions to Obligation of the Company. The obligation of the Company to effect the Merger is also subject to the satisfaction or waiver by the Company on or prior to the Closing of the following conditions:

(a) Each of the representations and warranties contained in Article IV (i) that are qualified by reference to materiality, material adverse effect or any similar qualification shall be true and correct in all respects as of the date hereof and as of the Closing Date as though made on the Closing Date (except to the extent any representation or warranty expressly relates to a specific date, in which case as of that specific date), and (ii) that are not qualified as to materiality, individually and in the aggregate, shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made on the Closing Date (except to the extent any representation or warranty expressly relates to a specific date, in which case as of that specific date).

(b) Parent and Merger Sub shall have performed in all material respects all obligations and complied in all material respects with the agreements and covenants, of this Agreement required to be performed by or complied with by them at or prior to the Closing.

(c) Since the date of this Agreement, there shall not have been any Parent Material Adverse Effect or any event, change, or effect that would, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(d) Parent shall have delivered each of the closing deliverables set forth in Section 2.14.

(e) The Company will have received a certificate, signed by an officer of Parent, certifying as to the matters set forth in this Section 7.03.

Section 7.04 Frustration of Closing Conditions. Neither the Company, Parent, or Merger Sub may rely, as a basis for not consummating the Merger or the other transactions contemplated by this Agreement, on the failure of any condition set forth in Section 7.01, Section 7.02 or Section 7.03, as the case may be, to be satisfied if such failure was caused by such party's breach in any material respect of any provision of this Agreement.

ARTICLE VIII
INDEMNIFICATION

Section 8.01 Survival.

(a) The representations and warranties of the Company contained in this Agreement shall survive the Closing until the date that is twelve (12) months after the Closing Date (the "General Survival Date"); provided, however, that (i) the representations and warranties contained in Section 4.01 (Organization and Authority; Execution; Enforceability), Section 4.02 (Subsidiaries) and Section 4.03 (Capitalization), Section 4.26 (Brokers) (collectively, the "Company Fundamental Representations") shall survive the Closing indefinitely, and (ii) the representations and warranties of the Company contained in Section 4.22 (Taxes) shall survive until the date that is eighteen (18) months after the Closing Date. If written notice of a claim has been given prior to the expiration of the applicable representations and warranties by Parent to the Company, then the relevant representations and warranties shall survive as to such claim, until such claim has been finally resolved.

(b) The representations and warranties of Parent contained in this Agreement shall survive the Closing until the General Survival Date; provided, however, that the representations and warranties of Parent contained in Section 5.01 (Organization and Authority; Execution; Enforceability), Section 5.06 (Brokers), Section 5.14 (Issued Capital), Section 5.15 (Due Issuance), Section 5.19 (Cease Trade Orders) and Section 5.20 (Bankruptcy) shall survive the Closing indefinitely. If written notice of a claim has been given prior to the expiration of the applicable representations and warranties by the Company to Parent, then the relevant representations and warranties shall survive as to such claim, until such claim has been finally resolved.

(c) The covenants and other agreements contained in this Agreement shall survive the Closing and remain in full force and effect until fully performed in accordance with their terms unless waived by Parent or the Company, whichever is applicable.

(d) No claim for indemnification may be asserted against any party for breach of any representation, warranty, covenant or agreement contained herein, unless written notice of such claim is

received by such party describing in reasonable detail, to the extent practicable in light of facts then known, the facts and circumstances with respect to the subject matter of such claim on or prior to the date on which the representation, warranty, covenant or agreement on which such claim is based ceases to survive as set forth in this Section 8.01.

(e) Notwithstanding the foregoing, the limitations set forth in this Section 8.01 shall not apply to or have any effect upon any claim for indemnification pursuant to Section 8.02 or Section 8.03 with respect to Losses suffered, sustained or incurred in connection with or arising or resulting from any fraud or intentional misrepresentation.

Section 8.02 Indemnification by the Company. Subject to the limitations set forth in this Article VIII, the Company hereby covenants and agrees that the Company shall defend, indemnify and hold harmless Parent and its Affiliates (including the Company and the Subsidiaries after the Closing), and their respective shareholders, partners, members, managers, officers, directors and employees (each a "Parent Indemnified Party") from and against any and all Losses, caused proximately by or resulting from:

(a) the breach of any representation or warranty made by the Company in this Agreement;

(b) the breach of any covenant or agreement to be performed by the Company or its Affiliates pursuant to this Agreement or any Ancillary Agreement.

(c) (i) all Taxes (or the non-payment thereof) of the Company or any Subsidiary with respect to any taxable year or period that ends on or before the Closing Date and, (ii) with respect to any taxable year or period beginning before and ending after the Closing Date, all Taxes (or the non-payment thereof) of the Company or any Subsidiary with respect to the portion of such taxable year or period ending on and including the Closing Date; (iii) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Company or any Subsidiary (or any predecessor of any of the foregoing) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation §1.1502-6 or any analogous or similar state, local, or non-U.S. law or regulation, and (iv) any and all Taxes of any Person (other than the Company and the Subsidiaries) imposed on the Company or any Subsidiary as a transferee or successor, by contract or pursuant to any law, rule, or regulation, which Taxes relate to an event or transaction occurring before the Closing;

(d) any claims by or on behalf of any former equity holder of the Company to receive any portion of the Merger Consideration;

(e) all Indebtedness and Capital Lease Obligations that remain unpaid as of the Closing;

(f) all Transaction Expenses that remain unpaid as of the Closing; and

(g) any fraud or intentional misrepresentation under this Agreement by Company or any of their respective Affiliates or Representatives.

Section 8.03 Indemnification by Parent. Subject to the limitations set forth in this Article VIII, Parent, jointly and severally, hereby covenant and agree that they shall defend, indemnify and hold harmless the Company and their respective Affiliates, shareholders, partners, members, managers, officers, directors and employees (each a "Seller Indemnified Party") from and against any and all Losses, arising out of or resulting from:

(a) the breach of any representation or warranty made by Parent in this Agreement;

(b) the breach of any covenant or agreement to be performed by Parent pursuant to this Agreement or any Ancillary Agreement; and

(c) any fraud or intentional misrepresentation under this Agreement by Parent or any of their respective Affiliates or Representatives.

Section 8.04 Limits on Indemnification.

(a) Notwithstanding anything to the contrary contained herein, no Parent Indemnified Party shall have a right to be indemnified for Losses under Section 8.02(a) and Section 8.02(b) unless and until the aggregate amount of indemnifiable Losses underlying such claims equals or exceeds $**[*Redacted – commercially sensitive information*]** (the "Deductible"), and then Parent Indemnified Parties shall have a right to be indemnified for the amount of Losses in excess of the Deductible.

(b) The maximum amount of Losses for which Parent Indemnified Parties, in the aggregate, shall be entitled to receive indemnification under Section 8.02(a) and Section 8.02(b) (other than in respect of breaches of any of the Company Fundamental Representations or Section 4.22 (Taxes)) shall be an amount equal to $**[*Redacted – commercially sensitive information*]**;. The maximum amount of Losses for which Parent Indemnified Parties, in the aggregate, shall be entitled to receive indemnification in respect of breaches of under Section 4.22 (Taxes) shall be an amount equal to $**[*Redacted – commercially sensitive information*]**.

(c) Notwithstanding anything to the contrary contained herein, no Seller Indemnified Party shall have a right to be indemnified for Losses under Section 8.03(a) and Section 8.03(b) unless and until the aggregate amount of indemnifiable Losses underlying such claims equals or exceeds the Deductible, and then Seller Indemnified Parties shall have a right to be indemnified for the amount of all such Losses.

(d) The maximum amount of Losses for which Seller Indemnified Parties, in the aggregate, shall be entitled to receive indemnification under Section 8.03(a) and Section 8.03(b) shall be entitled to receive indemnification under this Agreement shall be an amount equal to $**[*Redacted – commercially sensitive information*]**. The maximum amount of Losses for which Seller Indemnified Parties, in the aggregate, shall be entitled to receive indemnification in respect of breaches of under Section 5.24 (Taxes) shall be an amount equal to $**[*Redacted – commercially sensitive information*]**.

(e) Notwithstanding anything to the contrary in this Agreement, the limitations set forth in this Section 8.04 shall not apply to or have any effect upon any claim for indemnification pursuant to Section 8.02 with respect to Losses arising out of or resulting from (i) the indemnities set forth in Sections 8.02(c)-(g) and (ii) fraud, willful misconduct or intentional misrepresentation, and the Company shall indemnify a Parent Indemnified Party from and against the entirety of such Losses; provided, however, that the Company shall not have any obligation to indemnify a Parent Indemnified Party from and against any Losses which arise after the end of any applicable statute of limitations.

(f) For the sole purposes of determining Losses under this Article VIII (and not for determining whether any breach of any representation or warranty has occurred), the representations and warranties of the parties shall be determined without regard to any materiality, material adverse effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

(g) The amount of any Losses incurred by a Seller Indemnified Party or Parent Indemnified Party in connection with any claim shall be reduced to take into account any related Actual Tax Benefit and amounts actually recovered from insurers (other than under self-insurance arrangements) as a result of the facts and circumstances giving rise to such Losses (net of deductibles, retentions, co-insurance, any retrospective premiums, and other recovery costs and expenses, including premium increases, attributable to such recovery).

Section 8.05 Notice of Loss; Third Party Claims; Direct Claims. For purposes of this Article VIII, the term "Indemnified Party" means a Parent Indemnified Party or a Seller Indemnified Party, as the case may be, and the term "Indemnifying Party" means the Company pursuant to Section 8.02 or Parent pursuant to Section 8.03, as the case may be.

(a) An Indemnified Party shall give the Indemnifying Party prompt written notice of any claim which an Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement stating the amount of the Loss, only to the extent then known by the Indemnified Party, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises; provided, however, that the failure to provide timely notice shall not relieve the Indemnifying Party from any of its obligations under this Article VIII except to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure.

(b) If an Indemnified Party shall receive written notice of any Action, audit or demand (each, a "Third Party Claim") against it or which may give rise to a claim for Loss under this Article VIII, within 30 days of the receipt of such notice, the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article VIII except to the extent that the Indemnifying Party is actually and materially prejudiced by such failure and shall not relieve the Indemnifying Party from any other obligation or Liability that it may have to any Indemnified Party otherwise than under this Article VIII. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if (i) the Indemnifying Party gives notice of its intention to do so to the Indemnified Party within five days of the receipt of such notice from the Indemnified Party, (ii) the Indemnifying Party actively and diligently defends such Third Party Claim, (iii) the Third Party Claim involves only claims for monetary damages and does not seek an injunction or other equitable relief, (iv) the Third Party Claim does not relate to or otherwise arise in connection with any criminal, regulatory or statutory enforcement action and (v) the Indemnified Party does not reasonably believe that the Loss relating to such claim for indemnification would exceed the maximum amount that such Indemnified Party could then be entitled to recover from the Indemnifying Party; provided, however, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the judgment of the Indemnified Party in its sole and absolute discretion for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnifying Party. In the event that the Indemnifying Party exercises the right to undertake any such defense against any such Third Party Claim as provided above, the Indemnified Party shall reasonably cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party (provided that no party shall be required to provide information to the extent it is subject to attorney-client privilege or such information may be reasonably relevant to a direct claim among the parties). Similarly, in the event the Indemnified Party is, directly or indirectly, conducting the defense against any such Third Party Claim, the Indemnifying Party shall reasonably cooperate with the

Indemnified Party in such defense and make available to the Indemnified Party, at the Indemnifying Party's expense, all such witnesses, records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto as is reasonably required by the Indemnified Party (provided that no party shall be required to provide information to the extent it is subject to attorney-client privilege or may be reasonably relevant to a direct claim among the parties). No such Third Party Claim may be settled by the Indemnifying Party without the prior written consent of the Indemnified Party which shall not be unreasonably withheld, conditioned or delayed.

(c) Any claim by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of from any of its obligations under this Article VIII except to the extent that the Indemnifying Party is actually and materially prejudiced by such failure and shall not relieve the Indemnifying Party from any other obligation or Liability that it may have to any Indemnified Party otherwise than under this Article VIII. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail based on the facts then known, and shall indicate the estimated amount, if reasonably practicable based on the facts then known, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. During such 30-day period, the Indemnifying Party and Indemnified Party shall use good faith efforts to resolve the disputed matters. If the dispute is not resolved within such 30-day period, either party may seek resolution of the dispute in a court having jurisdiction over the parties and the matter. If the Indemnifying Party does not so respond within such 30-day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement; provided, that, in no event shall any Indemnified Party be required to wait for such 30-day period prior to pursuing any remedies available to such Indemnified Party pursuant to this Agreement.

Section 8.06 Payment and Offset Rights.

(a) Any payment the Company is obligated to make to any Parent Indemnified Parties pursuant to this Article VIII shall be payable solely by releasing such amount of Subordinate Voting Shares from the Contingent Liability Escrow Account due and owing to such Parent Indemnified Parties in accordance with the terms of this Agreement and the Escrow Agreement at the end of the Non-Fundamental Escrow Period and the Taxes Escrow Period, as applicable.

(b) Notwithstanding any provision in this Agreement to the contrary, Parent shall have right to recover and offset against any amount due to the Company or any of their Affiliates, the amount of any claim for indemnification or payment of damages to which any Parent Indemnified Party may be entitled under this Agreement. Neither the exercise nor the failure to exercise such rights of offset will constitute an election of remedies or limit Parent in any manner in the enforcement of any other remedies that may be available to it.

Section 8.07 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate.

Section 8.08 Exclusive Remedies. Except for claims based on fraud or willful misconduct, the indemnification rights provided in this Article VIII shall be the sole and exclusive remedy available to the

parties hereto for any and all Losses related to a breach of any of the terms, conditions, covenants, agreements, representations or warranties contained in this Agreement, or any right, claim or action arising from the transactions contemplated hereby; provided, however, that the provisions of this Section 8.08 shall not limit or affect a party's remedies under any of the Ancillary Agreements or preclude any party from bringing an action for specific performance, injunction or any other equitable remedy to the extent that such action or remedy is permitted by this Agreement.

Section 8.09 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Merger Consideration for Tax purposes, unless otherwise required by Law.

ARTICLE IX
TERMINATION, AMENDMENT, AND WAIVER

Section 9.01 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Closing by the mutual written consent of Parent and the Company.

Section 9.02 Termination by Either Parent or the Company. This Agreement may be terminated by either Parent or the Company at any time prior to the Closing:

(a) if the Merger has not been consummated on or before March 31, 2022 (the "End Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 9.02(a) shall not be available to any party whose breach of any representation, warranty, covenant, or agreement set forth in this Agreement has been the contributing cause of, or was a contributing factor that resulted in, the failure of the Merger to be consummated on or before the End Date;

(b) if any Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced, or entered any Law or Order making illegal, permanently enjoining, or otherwise permanently prohibiting the consummation of the Merger or the other transactions contemplated by this Agreement, and such Law or Order shall have become final and nonappealable; provided, however, that the right to terminate this Agreement pursuant to this Section 9.02(b) shall not be available to any party whose breach of any representation, warranty, covenant, or agreement set forth in this Agreement has been the cause of, or resulted in, the issuance, promulgation, enforcement, or entry of any such Law or Order;

(c) if the Parent Meeting is held and the Merger Resolution is not approved in accordance with applicable Laws, except that the right to terminate this Agreement under this Section 9.02(c) shall not be available to any Party whose failure to fulfil any of its obligations or breach of any of its representations and warranties under this Agreement has been a principal cause of, or resulted in, the failure to receive approval of the Merger Resolution; or

(d) if the Shareholders do not ratify and approve the Merger Agreement.

Section 9.03 Termination by Parent. This Agreement may be terminated by Parent at any time prior to the Closing:

(a) If the Company shall have breached or failed to perform in any material respect any of its covenants and agreements set forth in Section 6.03; or

(b) if there shall have been a breach of any representation, warranty, covenant, or agreement on the part of the Company set forth in this Agreement such that the conditions to the Closing of the Merger set forth in Section 7.02(a) or Section 7.02(b), as applicable, would not be satisfied and, in

either such case, such breach is incapable of being cured by the End Date; provided, that Parent shall have given the Company at least thirty (30) days written notice prior to such termination stating Parent's intention to terminate this Agreement pursuant to this Section 9.03(b); provided further, that Parent shall not have the right to terminate this Agreement pursuant to this Section 9.03(b) if Parent or Merger Sub is then in material breach of any representation, warranty, covenant, or obligation hereunder that would cause any condition set forth in Section 7.03(a) or Section 7.03(b) not to be satisfied.

Section 9.04 Termination by the Company. This Agreement may be terminated by the Company at any time prior to the Closing:

(a) if: (i) a Parent Adverse Recommendation Change shall have occurred or Parent shall have approved or adopted, or recommended the approval or adoption of, any Acquisition Agreement; or (ii) Parent shall have breached or failed to perform in any material respect any of its covenants and agreements set forth in Section 6.03; or

(b) if there shall have been a breach of any representation, warranty, covenant, or agreement on the part of Parent or Merger Sub set forth in this Agreement such that the conditions to the Closing of the Merger set forth in Section 7.03(a) or Section 7.03(b), as applicable, would not be satisfied and, in either such case, such breach is incapable of being cured by the End Date; provided, that the Company shall have given Parent at least thirty (30) days written notice prior to such termination stating the Company's intention to terminate this Agreement pursuant to this Section 9.04; provided further, that the Company shall not have the right to terminate this Agreement pursuant to this Section 9.04(b) if the Company is then in breach of any representation, warranty, covenant, or obligation hereunder that could cause any condition set forth in Section 7.02(a) or Section 7.02(b) not to be satisfied.

Section 9.05 Notice of Termination; Effect of Termination. The party desiring to terminate this Agreement pursuant to this Article IX (other than pursuant to Section 9.01) shall deliver written notice of such termination to each other party hereto specifying with particularity the reason for such termination, and any such termination in accordance with this Section 9.05 shall be effective immediately upon delivery of such written notice to the other party. If this Agreement is terminated pursuant to this Article IX, it will become void and of no further force and effect, with no liability on the part of any party to this Agreement (or any shareholder, director, officer, employee, agent, or Representative of such party) to any other party hereto, except: (a) with respect this Section 9.05 and Section 9.06, (and any related definitions contained in any such Sections), which shall remain in full force and effect; and (b) with respect to any liabilities or damages incurred or suffered by a party, to the extent such liabilities or damages were the result of fraud or the breach by another party of any of its representations, warranties, covenants, or other agreements set forth in this Agreement.

Section 9.06 Fees Following Termination.

(a) If this Agreement is terminated: (i) by the Company pursuant Section 9.04(a) or Section 9.04(b), then Parent shall pay to the Company (by wire transfer of immediately available funds), at or prior to the termination, a fee in an amount equal to **[*Redacted – commercially sensitive information*]** (the "Termination Fee") or (ii) by Parent pursuant to Section 9.03(a) or Section 9.03(b), then Company shall pay to Parent (by wire transfer of immediately available funds), at or prior to the termination, the Termination Fee; and

(b) If this Agreement is terminated: (i) by the Company or Parent pursuant to Section 9.02(a); or (ii) by Parent pursuant to Section 9.03(b), and: (1) prior to such termination (in the case of termination pursuant to Section 9.02(a) or Section 9.03(b)), a Takeover Proposal shall (x) in the case of a termination pursuant to Section 9.02(a), have been publicly disclosed, or (y) in the case of a termination

pursuant to Section 9.03(b), have been publicly disclosed or otherwise made or communicated to the Company or the Company Board; and (2) within twelve (12) months following the date of such termination of this Agreement the Company shall have entered into a definitive agreement with respect to any Takeover Proposal, or any Takeover Proposal shall have been consummated (in each case whether or not such Takeover Proposal is the same as the original Takeover Proposal made, communicated, or publicly disclosed), then in any such event the Company shall pay to Parent (by wire transfer of immediately available funds), immediately prior to and as a condition to consummating such transaction, the Termination Fee on or prior to the termination of this Agreement.

(c) The parties acknowledge and hereby agree that the provisions of this Section 9.06 are an integral part of the transactions contemplated by this Agreement (including the Merger), and that, without such provisions, the parties would not have entered into this Agreement. If the Company, on the one hand, or Parent and Merger Sub, on the other hand, shall fail to pay in a timely manner the amounts due pursuant to this Section 9.06, and, in order to obtain such payment, the other party makes a claim against the non-paying party that results in a judgment, the non-paying party shall pay to the other party the reasonable costs and expenses (including its reasonable attorneys' fees and expenses) incurred or accrued in connection with such suit, together with interest on the amounts set forth in this Section 9.06 at the prime rate as published in The Wall Street Journal in effect on the date such payment was actually received, or a lesser rate that is the maximum permitted by applicable Law. The parties acknowledge and agree that in no event shall the Company or Parent be obligated to pay the Termination Fee on more than one occasion.

(d) Except as expressly set forth in this Section 9.06, all expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such Expenses; provided, however, that Parent and the Company shall be equally responsible for all filing fees incurred in connection with the HSR Act or any other Antitrust Law in connection with the consummation of the transactions contemplated by this Agreement.

Section 9.07 Amendment. At any time prior to the Effective Time, this Agreement may be amended or supplemented in any and all respects, by written agreement signed by each of the parties hereto.

Section 9.08 Extension; Waiver. At any time prior to the Effective Time, Parent or Merger Sub, on the one hand, or the Company, on the other hand, may: (a) extend the time for the performance of any of the obligations of the other party(ies); (b) waive any inaccuracies in the representations and warranties of the other party(ies) contained in this Agreement or in any document delivered under this Agreement; or (c) unless prohibited by applicable Law, waive compliance with any of the covenants, agreements, or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver will be valid only if set forth in an instrument in writing signed by such party. The failure of any party to assert any of its rights under this Agreement or otherwise will not constitute a waiver of such rights.

ARTICLE X
MISCELLANEOUS

Section 10.01 Governing Law. This Agreement shall be governed by, enforced, and construed under and in accordance with the Laws of the State of California without giving effect to the principles of conflicts of law thereunder. Each of the parties irrevocably consents and agrees that any legal or equitable action or proceedings arising under or in connection with this Agreement shall be brought exclusively in the state courts with jurisdiction in Delaware. By execution and delivery of this Agreement, each party hereto irrevocably submits to and accepts, with respect to any such action or proceeding, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocably waives any and all rights such party may now or hereafter have to object to such jurisdiction.

Section 10.02 Notices.

(a) Any notice or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to it or sent by email, overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

(i) If to Parent or Merger Sub, to:

Harborside Inc.
2100 Embarcadero, Suite 101
Oakland, CA 94606
Attn: Jack Nichols
Email: **[*Redacted – personal information*]**

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

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

Cassels Brock & Blackwell LLP
40 King Street West, Suite 2100
Toronto, Ontario M5H 3C2
Attn: Jonathan Sherman
Email: jsherman@cassels.com

(ii) If to Company, to:

UL Holdings, Inc.
1295 West Morena Boulevard
San Diego, CA 92110
Attn: Edward M. Schmults
Email: **[*Redacted – personal information*]**

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

Burns & Levinson LLP
125 High Street
Boston, MA 02110
Attn: Frank A. Segall; Bryan C. Natale
Email: fsegall@burnslev.com; bnatale@burnslev.com

(b) Any party may change its address for notices hereunder upon notice to each other party in the manner for giving notices hereunder.

(c) Any notice hereunder shall be deemed to have been given (i) upon receipt, if personally delivered, (ii) on the day after dispatch, if sent by overnight courier, (iii) upon dispatch, if transmitted by email with return receipt requested and received, and (iv) three (3) days after mailing, if sent by registered or certified mail.

Section 10.03 Shareholder Representative.

(a) By virtue of approval by the requisite vote of Shareholders (the "Shareholder Approval"), Momentum Capital Group LLC shall be the agent and attorney-in-fact for each of the Shareholders to act as the Shareholder Representative under this Agreement and the Ancillary Documents in accordance with the terms of this Section 10.03 and the Ancillary Documents. In the event of the resignation of the Shareholder Representative, a successor Shareholder Representative reasonably satisfactory to Parent shall thereafter be appointed by an instrument in writing signed by Parent and such successor Shareholder Representative.

(b) By virtue of the Shareholder Approval, the Shareholder Representative shall be authorized and empowered to act for, and on behalf of, any or all of the Shareholders (with full power of substitution in the premises) in connection with (i) the purchase price adjustment set forth in this Agreement and (ii) such other matters as are reasonably necessary for the consummation of the contemplated herein including, without limitation, (A) to receive all payments owing to the Shareholders under this Agreement, (B) to withhold any amounts received on behalf of the Shareholders in order to satisfy any actual or potential liabilities of the Shareholders under this Agreement, (C) to make any payments on behalf of the Shareholders and collect from the Shareholders (in accordance with each Shareholder's pro rata distribution percentage) any amounts paid in settlement of any claims under this Agreement, (D) to terminate, amend, waive any provision of, or abandon, this Agreement or any of the Ancillary Documents, (E) to act as the representative of the Shareholders to review and authorize all claims and disputes or question the accuracy thereof, (F) to negotiate and compromise on their behalf with Parent any claims asserted hereunder and to authorize payments to be made with respect thereto, (G) to distribute any payments to Shareholders as contemplated by this Agreement, (H) to take such further actions as are authorized in this Agreement or the Ancillary Documents, and (I) in general, do all things and perform all acts, including, without limitation, executing and delivering all agreements (including the Ancillary Documents), certificates, receipts, consents, elections, instructions and other documents contemplated by or deemed by the Shareholder Representative to be necessary or desirable in connection with this Agreement, the Ancillary Documents and the transactions contemplated herein and therein. Parent and the Merger Sub shall be entitled to rely on such appointment and to treat the Shareholder Representative as the duly appointed attorney-in-fact of each Shareholder. Notices given to the Shareholder Representative in accordance with the provisions of this Agreement shall constitute notice to the Shareholders for all purposes under this Agreement. The Shareholder Representative shall not have any duties or responsibilities except those expressly set forth in this Agreement, and no implied covenants, agreements, functions, duties, responsibilities, obligations or liabilities shall be read into this Agreement, or shall otherwise exist against the Shareholder Representative.

(c) By virtue of the Shareholder Approval, (i) the appointment of the Shareholder Representative is an agency coupled with an interest and is irrevocable and any action taken by the Shareholder Representative pursuant to the authority set forth in this Section 10.03 shall be effective and absolutely binding on each Shareholder notwithstanding any contrary action of or direction from such Shareholder, except for actions or omissions of the Shareholder Representative constituting fraud, and (ii) the death or incapacity, or dissolution or other termination of existence, of any Shareholder shall not terminate the authority and agency of the Shareholder Representative. Parent, the Merger Sub and any other party to an Ancillary Document in dealing with the Shareholder Representative may conclusively rely, without inquiry, upon any act of the Shareholder Representative as the act of the Shareholders.

(d) By virtue of the Shareholder Approval, the Shareholder Representative shall be released from, and indemnified by the Shareholders against, any liability for any action taken or not taken by the Shareholder Representative in its capacity as such (including the expenses referred to in this Section 10.03, except for the liability of the Shareholder Representative to any Shareholder for loss which such Shareholder may suffer from the willful misconduct, bad faith, fraud or gross negligence of the Shareholder Representative in carrying out its duties hereunder. The Shareholder Representative shall not be liable to any Shareholder or to any other Person, with respect to any action taken or omitted to be taken by the Shareholder Representative in its role as Shareholder Representative under or in connection with this Agreement or any Ancillary Document, unless such action or omission results from or arises out of gross negligence, bad faith, fraud or willful misconduct on the part of the Shareholder Representative, and the Shareholder Representative shall not be liable to any Shareholder in the event that, in the exercise of its reasonable judgment, the Shareholder Representative believes there will not be adequate resources available to cover potential costs and expenses to contest a claim made by Parent or the Merger Sub against the Shareholders. Parent and the Merger Sub acknowledge and agree that the Shareholder Representative is party to this Agreement solely for purposes of serving as the "Shareholder Representative" and that no

claim shall be brought by or on behalf of Parent or the Merger Sub against the Shareholder Representative with respect to this Agreement, any Ancillary Document or the transactions contemplated herein or therein, except for any claims arising out of the Shareholder Representative's willful misconduct, bad faith, fraud, or gross negligence (it being understood that any covenant or agreement that requires performance by the "parties" or a "party" at or prior to the Closing shall not be deemed to require performance by the Shareholder Representative unless performance by the Shareholder Representative is expressly provided for in such covenant or agreement).

Section 10.04 Disclosure Schedule. Nothing in the Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in this Agreement or to create any covenant unless clearly specified to the contrary herein or therein. Inclusion of any item on any Disclosure Schedule (a) does not represent a determination that such item is material nor shall it be deemed to establish a standard of materiality, (b) does not represent a determination that such item did not arise in the Ordinary Course of business, and (c) shall not constitute, or be deemed to be, an admission to any third party concerning such item. The Disclosure Schedule includes descriptions of instruments or brief summaries of certain aspects of the Company, the Subsidiaries and the Business and operations. The descriptions and brief summaries are not necessarily complete and are provided in the Disclosure Schedule to identify documents or other materials previously delivered or made available.

Section 10.05 Third Party Beneficiaries. Except for the provisions of Article VIII relating to indemnified parties, this Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other Person, including any employee or former employee of the Company or any Subsidiary, any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 10.06 Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 10.07 Entire Agreement. Each of the parties, on behalf of itself and its respective Affiliates, agrees this Agreement represents the entire agreement among them relating to the subject matter hereof, and supersedes all prior agreements, understandings and negotiations, written or oral, with respect to such subject matter, including that certain Confidentiality Agreement dated January 7, 2020, and that certain Letter of Intent dated July 23, 2021, by and between Parent and the Company.

Section 10.08 Arm's Length Bargaining; No Presumption Against Drafter. This Agreement has been negotiated at arm's-length by parties of equal bargaining strength, each represented by counsel or having had but declined the opportunity to be represented by counsel and having participated in the drafting of this Agreement. This Agreement creates no fiduciary or other special relationship between the parties hereto, and no such relationship otherwise exists. No presumption in favor of or against any party in the construction or interpretation of this Agreement or any provision hereof shall be made based upon which Person might have drafted this Agreement or such provision.

Section 10.09 Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the parties hereto.

Section 10.10 Assignment. This Agreement may not be assigned by a party hereto by operation of Law or otherwise without the express written consent of the other parties hereto (which consent may be granted or withheld in the sole discretion of such other parties), except that (a) Parent shall be permitted to

assign its rights and obligations hereunder to any of its respective Affiliates, provided that no such assignment shall relieve Parent of any of its respective obligations hereunder, and (b) Parent Indemnified Parties shall be permitted to collaterally assign any or all of their rights and obligations hereunder to any provider of debt financing to it or any of its Affiliates.

Section 10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument. The execution and delivery of a facsimile or other electronic transmission of a signature to this Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

Section 10.12 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

[*Signatures Appear on Following Page*]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger and Reorganization as of the Closing Date.

PARENT:

HARBORSIDE INC.

By: (signed) "*Matthew Hawkins*"
Name: Matthew Hawkins
Title: Interim Chief Executive Officer

MERGER SUB:

SATURN MERGER SUB, INC.

By: (signed) "*John Nichols*"
Name: John Nichols
Title: President

COMPANY:

UL HOLDINGS, INC.

By: (signed) "*Edward M. Schmults*"
Name: Edward M. Schmults
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger and Reorganization as of the Closing Date.

SHAREHOLDER REPRESENTATIVE:

MOMENTUM CAPITAL GROUP LLC

By: (signed) "*Joshua Gold*"
Name: Joshua Gold
Title: Chief Operating Officer

Schedule A
Share Issuance Percentage Calculation

[*see attached*]

Schedule A
Estimated Calculation of Share Issuance Package
URBN Equity ("URBN") Value Calculation

URBN 2020 Revenue + LM YTD + Run-rate for SJ / V stores[1]	$56,576,035
Enterprise Value Multiple[2]	3.0x
Implied Enterprise Value	$169,728,105
Less Debt	
Notes Payable[3]	($25,192,874)
Income Taxes payable[4]	($3,447,319)
Contingent Liability– Non-Fundamental Representations of the Company	to be added in 12 months
Contingent Liability– Taxes of the Company	to be added in 18 months
Net Working Capital Adjustment[5]	$1,426,233
Add Cash[6]	$7,279,396
Add Value of Assets Being Disposed - adjusted by 50%[7]	$9,701,500
Add Incremental Asset Value for URBN[10]	to be added in the Preliminary Closing Statement and the Final Closing Statement
Total Implied URBN Equity Value	**$159,495,041**

Schedule A (continued)
Harborside Equity Value Calculation

Harborside 2020 Revenue[1]	$63,416,773
Sublime 2020 Revenue[1]	$18,289,627
Pro Forma Harborside 2020 Revenue	$81,706,400
Enterprise Value Multiple[2]	3.0x
Implied Enterprise Value	$245,119,200
Less Debt	
Notes Payable[3]	$4,500,000
Income Taxes Payable[4]	
Income Taxes payable[4]	($47,195,181)
Less Interest Penalty on Income Tax Provision[4]	$12,285,499
Contingent Liability– Non-Fundamental Representations of the Parent	to be added in 12 months
Contingent Liability– Taxes of Parent	to be added in 18 months
Net Working Capital Adjustment[5]	$761,018
Add Cash[6]	$13,956,021
Total Implied Harborside Equity Value	**$229,426,557**
Combined Total Post Transaction Equity (A)	**$388,921,598**
URBN Implied Equity Value (B)	**$159,495,041**
URBN Share Issuance Percentage (C=B/A) (rounded to the 4th digit)	**41.01%**
Harborside fully-diluted Shares Outstanding (D)[8]	83,828,905
Merger Consideration (Shares Issued to URBN) (E=((D/(1-C))*C))	**58,278,071**
Proforma fully-diluted Shares Outstanding	**142,106,976**

Schedule A shall be computed based on the following defined terms and notes. The Merger Consideration is not final unless it is 60,000,000 or more (see Note 10 below).

Period

The timing and any adjustments to Schedule A shall be based on the terms of the Merger Agreement. Balances presented in Schedule A at signing represent September 30, 2021 month-end balances for illustrative purposes.

(1) Revenue

Consolidated revenue for each respective entity was determined as follows:

For URBN, revenues based on 2020 audited consolidated revenues of $49,944,785 plus (i) year-to-date 2021 revenue through May 31 for La Mesa of $1,824,115, plus (ii) run-rate 2021 annualized revenue for the San Jose and Vista stores based on combined YTD sales of $4,904,714 through May 31, and less (iii) revenues recognized in 2020 for the San Jose store of $97,579.

For Harborside, revenues based on 2020 audited consolidated revenues of $63,416,773 plus Sublime revenues based on 2020 audited consolidated revenues of $18,289,627.

(2) Enterprise Value multiple

3.0x multiple applied to both revenue for URBN and Harborside (including Sublime) revenue as stated above.

(3) Notes Payable

Notes Payable includes all loans and borrowings classified as financial liabilities, including current and non-current accrued interest, unamortized discounts, and payoff amounts (note that the value included in Schedule A may be different than the liabilities recorded in the financial statements that are net of unamortized costs), less specified notes receivable. For further clarity, financial liabilities include, but are not limited to, credit facilities, bridge loans, subordinated debt and any indebtedness in relation to ongoing business operations. All lease obligations are excluded from notes payable in Schedule A.

URBN notes payable include the following:	
South Mountain mortgage on 658 East San Ysidro	$7,041,199
South Mountain mortgage on 909 West Vista Way	$4,208,609
Senior Debt from certain Series A Preferred Holders	$7,533,844
Bridge financing received by UL Holdings Inc. from Cresco Capital Partners II, LLC and Harborside which was advanced on July 23, 2021 as part of signing the Letter of Intent	$6,615,917
Other loans which include [ULH Lafayette, ULH UL Visalia, ULH JLM Investment Group (net of double payment), SBC Buyout, SBC Private Loans]	$943,305
URBN notes receivable, offsetting notes payable, include the following:	
Otay Mesa notes receivable	$1,150,000

Harborside and Sublime notes payable include the following:	
E/W Bank debt related to the purchase of the Salinas property less a $11.5 million credit.	$500,000
Sublime notes payable	$0
Other loans	$0
Harborside notes receivable:	
Cash proceeds advanced to Loudpack related to the LPF JV, LLC 15% Senior Secured Convertible Debentures.	$5,000,000

If either URBN and/ or Harborside draws down on the proposed loan from Pelorus Equity Group ("PEG") before the Closing date, it will be incorporated into Schedule A based on the below:

For URBN

- Existing debt from South Mountain that is paid down from the PEG loan will be replaced by the amount of the PEG loan.
- The amount of the prepaid interest for the PEG loan will treated as a pre-paid expense that reduces Net Debt.
- The cash from the PEG loan allocated to working capital will be reflected in the cash balance.

For Harborside

- The PEG loan will be added to the notes payable less a $11.5 million credit for the E/W Bank debt that will be paid off with the proceeds of the PEG loan.
- The amount of the prepaid interest for the PEG loan will treated as a pre-paid expense that reduces Net Debt.
- The cash from the PEG loan allocated to working capital will be reflected in the cash balance.

(4) Income Taxes Payable

Income Taxes Payable excludes California Department of Tax and Fee Administration (CDTFA) and other pass-through taxes, and includes all federal income taxes, state income taxes, and any income tax provisions in relation to income tax obligations, including Section 280E provisions due to operations in the cannabis industry. Provisions for taxes are made using the best estimate of the amount expected to be paid based on a qualitative assessment of all relevant factors.

For URBN, the tax notice received from the IRS (notice number CP504B) on October 25, 2021, will not be included in Income Taxes Payable or elsewhere in Schedule A. If, pursuant to a final judgement, the demand amount or any other amount is paid to the IRS, it will be included as part of the actual Contingent Liability – Taxes of the Company 18-months after the Closing Date.

For Harborside interest on income tax provisions are netted against the total income tax provisions.

- Harborside federal income taxes payable of $13,396,555
- Harborside federal income tax provision $33,798,626
- Less interest on income tax provisions of $12,285,499

(5) Net Working Capital Adjustment

For purposes of calculating the Net Working Capital Adjustment, the following framework will be applicable:

Net working capital shall include all current assets and current liabilities (including CDTFA administered taxes on cultivation, excise, and sales), but excluding (i) all current assets and current liabilities that are included elsewhere in Schedule A (including, cash, specified notes payable, specified notes receivable, and income taxes payable), (ii) derivative assets and liabilities, and (iii) lease payables, (collectively, "Adjusted Net Working Capital"). For avoidance of doubt, the prepaid inventory payment made by Harborside to Loudpack on [August 1, 2021] will be included in Adjusted Net Working Capital.

The Adjusted Net Working Capital target will be determined based on the average of the Adjusted Net Working Capital monthly balances (6 months from April 2021 to September 2021) ("Look Back Period", collectively, "Target Adjusted Net Working Capital").

The Net Working Capital Adjustment shall be the Adjusted Net Working Capital as of Closing Date less the Target Adjusted Working Capital. For any amount that Adjusted Net Working Capital is greater than the Target Adjusted Net Working Capital, the Net Working Capital Adjustment will increase Total Implied Equity Value by such amount. For any amount that Adjusted Net Working Capital is less than the Target Adjusted Net Working Capital, the Net Working Capital Adjustment will decrease Total Implied Equity Value by such amount.

URBN Net Working Capital Adjustment:

- Target Adjusted Net Working Capital is ($10,104,402)
- Adjusted Net Working Capital is ($8,678,169)
- Net Working Capital Adjustment is $1,426,233

Harborside Net Working Capital Adjustment:

- Target Adjusted Net Working Capital is ($7,197,067)
- Adjusted Net Working Capital is ($6,436,049)
- Net Working Capital Adjustment is $761,018

(6) Cash

Comprised of cash and cash equivalents held in banks and held at the operating premises. This may include short term investments with maturities of less than three months.

For Harborside the following adjustments shall be made to Cash:

- PIPE: Cash proceeds received by the Parent as part of a Private Placement between the date of this Agreement and the Closing Date shall be deducted from Harborside's cash balance.

(7) Assets being disposed

URBN has identified assets that meet the criteria of assets held for sale that the parties have agreed will increase URBNs Total Implied Equity Value.

Assets are classified as held for sale when management approves and commits to a plan to sell the property, the property is available for immediate sale in its present condition, subject only to terms that are usual and customary and an active program to locate a buyer and other actions required to complete the plan to sell have been initiated. Additionally, the sale of each property is probable and is expected to be completed within one year.

Value of assets being disposed based on signed LOIs or purchase prices:

Asset	Type	Value ($)
Visalia	License	1,650,000
Stockton	License	1,163,000
Vista	Real estate	6,240,000
La Mesa 3	License	2,100,000
San Ysidro	Real estate	8,250,000
Total		**19,403,000**
50% value for Schedule A		**9,701,500**

In the event that any operating assets listed above are included as part of a sale leaseback transaction prior to Closing of the proposed transaction, Schedule A will be adjusted to reflect the disposal of the non-operating assets. It is expected that Schedule A would be reflected as follows:

i) a reduction to assets held for disposal by removing the asset from the list above;
ii) an increase in cash for proceeds received and/or notes receivable (to be netted against Notes Payable) as part of the transaction net of any amount required to pay down associated mortgage debt included in Notes Payable; and
iii) a reduction in associated mortgage debt included in Notes Payable.

(8) Shares outstanding for share issuance calculation

Harborside fully diluted in-the-money shares outstanding of 83,828,905 is based on a fixed volume weighted average price ("VWAP") of US$1.58. Shares issued as part of a Private Placement between the date of this Agreement and the Closing Date shall be excluded from the calculation.

(9) New Jersey operations

ULNJ, LLC is an excluded entity as per the Merger Agreement; thus, it is not part of Schedule A.

(10) Incremental Asset Value for URBN.

If the Merger Consideration for URBN is less than 60,000,000 shares, a dollar amount will be added into the line item "Incremental Asset Value for URBN" in the Schedule A for URBN in an amount such that the Merger Consideration shall increase to 60,000,000 shares (the "Incremental Asset Value for Urbn"). This adjustment shall be done for both the Preliminary Closing Statement and the Final Closing Statement. For example, if the Merger Consideration before any amount is entered in Incremental Asset Value for URBN is 58.4 million shares, then $4.6 million will be the Incremental Asset Value for URBN, which then results in the Merger Consideration increasing to 60.0 million shares.

Schedule 7.01
Regulatory Closing

[*Redacted – commercially sensitive information*]

Schedule 7.02(d)
Individuals Accepting Parent Employment Offer Letters

Willie Senn

EXHIBIT A
Voting and Support Agreement

[*see attached*]

VOTING AND SUPPORT AGREEMENT

This **VOTING AND SUPPORT AGREEMENT** (this "Agreement"), dated as of November 29, 2021, is made and entered into between the undersigned Shareholder ("Shareholder") of UL Holdings, Inc., a California corporation ("Company"), and Harborside Inc., a corporation existing under the laws of the Province of Ontario ("Parent").

WHEREAS, concurrently with the execution of this Agreement, Parent, Saturn Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), the Company and Momentum Capital Group LLC , solely in its capacity as the representative of the shareholders of the Company (the "Shareholders") (and such representative of the Shareholders, the "Shareholder Representative"), will enter into that certain Agreement and Plan of Merger and Reorganization (the "Merger Agreement") pursuant to which, among other things, Merger Sub and Company will merge, with Company being the surviving entity therein;

WHEREAS, Shareholder is a holder of Company Capital Stock, defined below;

WHEREAS, under the Company's Certificate of Incorporation and the Merger Agreement, after payment of the liquidation preferences under the Certificate of Incorporation the shares of the Company's Common Stock, par value $0.001 per share (the "Common Stock") have no economic value and holders of the Common Stock would not be entitled to receive any Merger Consideration (defined in the Merger Agreement) and all such consideration issuable in the Merger would be allocated to the holders of Series A Preferred Stock, par value $0.001 per share (the "Series A Preferred Stock") of Urbn (the "Preferred Shareholders");

WHEREAS, in consideration for the Shareholder becoming a party to this Agreement, the Preferred Shareholders desire to allocate to such holders of Common Stock entering into this Agreement a portion of the Merger Consideration in order to provide that such holders of Common Stock as are signatories to this Agreement shall receive a minimum amount of consideration in exchange for their shares of Common Stock, pursuant to the terms of that certain Stockholder Allocation Agreement, dated as of the date hereof, among the Company, Shareholder Representative and such other parties thereto, and subject to the terms of the Merger Agreement as set forth more particularly therein;

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, Parent has required that certain Shareholders execute and deliver this Agreement; and

WHEREAS, in order to induce Parent and as additional consideration to Parent to enter into the Merger Agreement, each Shareholder signatory hereto is willing to make certain representations, warranties, covenants and agreements with respect to the shares of Common Stock and/or Series A Preferred Stock (collectively, the "Company Capital Stock"), owned by such Shareholder and set forth below Shareholder's signature on the signature page hereto (the "Original Shares" and, together with any additional shares of acquired pursuant to Section 8 hereof, the "Shares").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

2. Representations of Shareholder. Shareholder represents and warrants to Parent that:

(a) Shareholder owns beneficially (as such term is defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) all of the Original Shares free and clear of all Liens, and there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which Shareholder is a party relating to the pledge, disposition or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

(b) Shareholder does not beneficially own any shares of Company Capital Stock or securities convertible into or exercisable for shares of Company Capital Stock other than (i) the Original Shares, and (ii) any Company Stock Options.

(c) Shareholder has, and immediately prior to the Effective Time the Shareholder will continue to have, full and sole voting power and full and sole power of disposition, in each case with respect to the Original Shares.

(d) Shareholder has full legal capacity (and, if applicable, corporate, limited partnership or other organizational power and authority) to enter into, execute and deliver this Agreement and to perform fully Shareholder's obligations hereunder. This Agreement has been duly and validly executed and delivered by Shareholder and constitutes the legal, valid and binding obligation of Shareholder, enforceable against Shareholder in accordance with its terms, except in each case as enforcement may be limited by general principles of equity, whether applied in a court of law or court of equity, and by bankruptcy, insolvency and similar Laws affecting creditor's rights and remedies generally. If Shareholder is not a natural person, it is a corporation validly existing under the Laws of the jurisdiction of incorporation.

(e) None of the execution and delivery of this Agreement by Shareholder, the consummation by Shareholder of the transactions contemplated hereby or compliance by Shareholder with any of the provisions hereof will conflict with or result in a breach, or constitute a default (with or without notice of lapse of time or both) under any provision of, any trust agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument or Law applicable to Shareholder or to Shareholder's property or assets.

(f) No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or other Person on the part of Shareholder is required in connection with the valid execution and delivery of this Agreement or Shareholder's performance of his, her or its obligations hereunder.

(g) There are no Actions pending against, or, to the knowledge of Shareholder, threatened against or affecting, Shareholder that could reasonably be expected to materially impair or materially adversely affect the ability of Shareholder to perform his, her or its obligations under this Agreement.

3. Agreement to Vote Shares. Shareholder agrees during the term of this Agreement to vote the Shares, and to cause any holder of record of Shares to vote (or execute a written consent or consents if shareholders of Company are requested to vote their shares through the execution of an action by written consent in lieu of any such annual or special meeting of Shareholders of Company) in favor of the Merger, the Merger Agreement and any other matter necessary for the consummation of the

transactions contemplated by the Merger Agreement, at every meeting (or in connection with any action by written consent) of the shareholders of Company at which such matters are considered, at every adjournment or postponement thereof or in any other circumstances upon which their vote or other approval is sought. The Shareholder will, at the request of Parent, provide evidence to Parent that the Shareholder has voted the Shares in accordance with the terms of this Section 3.

4. Irrevocable Proxy. Shareholder hereby appoints Parent and any designee of Parent, and each of them individually, until termination of this Agreement pursuant to Section 10 hereof, its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement with respect to the Shares in accordance with Section 3 hereof. This proxy and power of attorney is given to secure the performance of the duties of Shareholder under this Agreement. Shareholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by Shareholder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in Law to support an irrevocable proxy and shall revoke any and all prior proxies granted by Shareholder with respect to the Shares. The power of attorney granted by Shareholder herein is a durable power of attorney and shall survive the dissolution, bankruptcy, death or incapacity of Shareholder. The proxy and power of attorney granted hereunder shall terminate upon the termination of this Agreement. The Shareholder has not, and agrees to not, directly or indirectly, grant or deliver any other proxy or power of attorney with respect to the matters set forth in this Agreement, except as may be expressly required or permitted by this Agreement.

5. No Solicitation of Transactions. Shareholder will not, directly or indirectly (a) initiate, solicit, induce or knowingly encourage, or take any action to facilitate the making of, any inquiry, offer or proposal which constitutes, or could reasonably be expected to lead to, an Acquisition Agreement, (b) participate in discussions or negotiations regarding any Acquisition Proposal or furnish, or otherwise afford access, to any Person (other than Parent) any information or data with respect to Company or any Company Subsidiary or otherwise in furtherance of an Acquisition Agreement or (c) enter into any agreement, agreement in principle or letter of intent with respect to any Acquisition Agreement or approve or resolve to approve any Acquisition Agreement or any agreement, agreement in principle or letter of intent relating to an Acquisition Agreement. Shareholder will vote the Shares against any proposed action by Company or any other person (i) in respect of any Acquisition Proposal or other merger, take-over bid, amalgamation, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or other similar transaction Company or any Subsidiary, other than the Merger; (ii) which would reasonably be expected to prevent or delay the completion of the Merger.

6. No Voting Trusts or Other Arrangement. Shareholder agrees that Shareholder will not, and will not permit any Person under Shareholder's control to, deposit any of the Shares in a voting trust, grant any proxies with respect to the Shares or subject any of the Shares to any arrangement with respect to the voting of the Shares other than agreements entered into with Parent. Shareholder and Parent intend that this Agreement not constitute a voting trust.

7. Transfer, Exercise and Encumbrance. Shareholder agrees that during the term of this Agreement, Shareholder will not, directly or indirectly, (a) transfer, sell, offer, exchange, assign, pledge or otherwise dispose of or encumber ("Transfer") any of the Shares or enter into any contract, option or other agreement with respect to, or consent to, a Transfer of, any of the Shares or Shareholder's voting or economic interest therein, or (b) exercise ("Exercise") any Company Stock Options. Any attempted Transfer of Shares or any interest therein or Exercise of Company Stock Options in violation of this Section 7 shall be null and void. This Section 7 shall not prohibit a Transfer of the Shares by

Shareholder to any member of Shareholder's immediate family, or to a trust for the benefit of Shareholder or any member of Shareholder's immediate family, or upon the death of Shareholder; provided, that a Transfer referred to in this sentence shall be permitted only if, as a precondition to such Transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to Parent, to be bound by all of the terms of this Agreement. Further, this Section 7 shall not prohibit a surrender of Shares to Company in connection with the vesting of Company Stock Options to satisfy any withholding for the payment of taxes incurred in connection with such vesting or settlement.

8. Additional Shares. Shareholder agrees that all shares of Company Capital Stock that Shareholder purchases, acquires the right to vote or otherwise acquires beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of after the execution of this Agreement, including, without limitation, any Company Capital Stock issued upon the exercise or conversion of the Senior Secured Convertible Notes or any Company Options, shall be subject to the terms of this Agreement and shall constitute Shares for all purposes of this Agreement.

9. Waiver of Appraisal and Dissenters' Rights. Shareholder hereby irrevocably waives, and agrees not to assert or perfect, any rights of appraisal or rights to dissent from the Merger that Shareholder may have (whether under Chapter 13 of the California General Corporate Law other applicable law) by virtue of ownership of the Shares or could potentially have or acquire in connection with the execution and delivery of the Merger Agreement or the consummation of the Merger.

10. Termination. This Agreement shall terminate upon the earliest to occur of (a) the Effective Time; (b) the date on which the Merger Agreement is terminated in accordance with its terms; and (c) the date of any mutual modification, waiver or amendment of the Merger Agreement that adversely affects the consideration payable to Shareholders of Company pursuant to the Merger Agreement as in effect as of the date hereof.

11. Shareholder Capacity. Shareholder is entering this Agreement in Shareholder's capacity as the record or beneficial owner of the Shares, and not in his or her capacity as a director or officer, as applicable, of Company or any of its subsidiaries. Nothing in this Agreement (a) will limit or affect any actions or omissions taken by Shareholder in Shareholder's capacity as a director or officer, including in exercising rights under the Merger Agreement, and no such actions or omissions shall be deemed a breach of this Agreement or (b) will be construed to prohibit, limit or restrict Shareholder from exercising fiduciary duties as an officer or director to Company or its shareholders.

12. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any of the Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Shareholder, and Parent shall not have any authority to direct Shareholder in the voting of the Shares, except as otherwise set forth herein.

13. Reserved.

14. Specific Performance. Shareholder acknowledges that (a) irreparable damage would occur in the event that Shareholder fails to comply with any of its obligations contained in this Agreement, (b) every obligation of Shareholder herein is material, and (c) in the event of such failure, Parent will not have an adequate remedy at law or in damages. Accordingly, Shareholder agrees that Parent shall be entitled to seek an injunction to prevent a breach of this Agreement and to seek to enforce specifically the terms and provisions hereof, in addition to any other remedy to which Parent is entitled at law or in equity.

Shareholder agrees that it will not seek and will agree to waive any requirement for the securing or posting of a bond in connection with Parent seeking or obtaining such injunctive relief.

15. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between the parties hereto with respect to the subject matter hereof and, together with the Merger Agreement, contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the parties hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

16. Notices. All notices, requests and other communications hereunder to a party, shall be in writing and shall be deemed properly given if delivered (a) personally, (b) by registered or certified mail (return receipt requested), with adequate postage prepaid thereon, (c) by properly addressed electronic mail delivery to the email address specified below (without an "undeliverable" or similar confirmation of failed delivery), or (d) by reputable courier service to such party at its address set forth below, or at such other address or addresses as such party may specify from time to time by notice in like manner to the parties hereto. All notices shall be deemed effective upon delivery.

    If to Parent:

    Harborside Inc.
    2100 Embarcadero, Suite 101
    Oakland, CA 94606
    Attn: Jack Nichols
    Email: ***[Redacted - personal information]***

    With a copy to:

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

    If to Shareholder, to the address or email set forth for Shareholder on the signature page hereof.

17. Public Disclosure. The Shareholder consents to (i) details of this Agreement being set out in any press release produced by the Parent or Company or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Merger Agreement; and (ii) this Agreement being made publicly available, including by filing under the Parent's issuer profile on the System for Electronic Document Analysis and Retrieval (SEDAR).

18. Miscellaneous.

    (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns shall be brought and determined exclusively in the state or federal courts located in the State of Delaware. Each of the parties hereto agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 16 or in such other manner as may be permitted by applicable Laws, will be valid and sufficient service thereof. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 17(b), (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by the applicable Law, any claim that (x) the suit, action or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper, or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Notwithstanding the foregoing, if any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs and all other charges billed by the attorney to the prevailing party (including any fees and costs associated with collecting such amounts).

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. Each party certifies and acknowledges that (i) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, (ii) each party understands and has considered the implications of this waiver, (iii) each party makes this waiver voluntarily, and (iv) each party has been induced

to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 17(c).

(d) In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and the parties shall use their commercially reasonable efforts to substitute a valid, legal and enforceable provision which, insofar as practical, implements the purposes and intents of this Agreement.

(e) This Agreement may be signed in counterparts, each of which will be considered an original and all such counterparts will be considered and constitute one and the same Agreement. This Agreement, as executed, may be delivered by facsimile transmission, by electronic mail, or by other electronic transmission, and may be transmitted in portable document format (.pdf) or other electronic or facsimile format. Each such executed facsimile, .pdf, or other electronic record shall be considered an original executed counterpart for purposes of this Agreement. Each party to this Agreement (i) agrees that it will be bound by its own Electronic Signature (as such term is defined immediately below), (ii) accepts the Electronic Signature of each other party to this Agreement, and (iii) agrees that such Electronic Signatures shall be the legal equivalent of manual signatures. The term "Electronic Signature" means (a) the signing party's manual signature on a signature page, converted by the signing party to facsimile or digital form (such as a .pdf file) and received from the signing party's customary email address, customary facsimile number, or other mutually agreed-upon authenticated source; or (b) the signing party's digital signature executed using a mutually agreed-upon digital signature service provider and digital signature process. For the avoidance of doubt, the parties agree that the Spousal Consent (if applicable) may be executed via Electronic Signature and delivered in the same manner as this Agreement.

(f) Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

(g) All Section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or reference shall be derived therefrom.

(h) The obligations of Shareholder set forth in this Agreement shall not be effective or binding upon Shareholder until after such time as the Merger Agreement is executed and delivered by Company, the Shareholder Representative, Parent and Merger Sub, and the parties agree that there is not and has not been any other agreement, arrangement or understanding between the parties hereto with respect to the matters set forth herein.

(i) Neither party to this Agreement may assign any of its rights, interests or obligations under this Agreement without the prior written approval of the other party hereto. Any purported assignment in violation of this Section 17(i) shall be void. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Voting and Support Agreement as of the date first written above.

HARBORSIDE INC.

By: _____
Name:
Title: Officer

SHAREHOLDER:

NAME: _____

By: _____
Name: _____
Title: _____

Beneficially owned by Shareholder as of the date of this Agreement

Number of shares of Common Stock: _____
Number of shares of Series A Preferred Stock: _____
Number of Company Stock Options: _____

Shareholder's Address: _____
_____
City/State/Zip Code: _____
Email: _____

EXHIBIT B
Lockup Agreement

[*see attached*]

LOCK-UP AGREEMENT

This **LOCK-UP AGREEMENT** (this "Agreement"), dated as of November __, 2021 (the "Effective Date"), is made and entered into between the undersigned shareholder ("Shareholder") of UL Holdings, Inc., a California corporation ("Company"), and Harborside Inc., a corporation existing under the laws of the Province of Ontario ("Parent"). Each of Parent and Shareholder may be referred to herein collectively as the "Parties" and separately as a "Party."

WHEREAS, Parent, Venus Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), Company, and [Momentum Capital Group LLC], solely in its capacity as the representative of the shareholders of the Company (and such representative of the Shareholders, the "Shareholder Representative") have entered into that certain Agreement and Plan of Merger and Reorganization, dated November 29, 2021 (the "Merger Agreement"), pursuant to which, among other things, Merger Sub and Company will merge, with Company being the surviving entity therein;

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, Parent has required that Shareholder execute and deliver this Agreement;

WHEREAS, pursuant to the Merger Agreement all shares of Series A Preferred Stock, $0.0001 par value ("Company Preferred Stock"), and common stock, $0.0001 par value, of the Company, ("Company Capital Stock" and together with Company Preferred Stock, the "Company Capital Stock"), issued and outstanding will be cancelled and each holder thereof will cease to have any rights with respect thereto, except the right to receive the Merger Consideration;

WHEREAS, Shareholder has agreed to make certain representations and warranties and agreed to certain restrictions on the Subordinate Voting Shares to be issued to Shareholder and set forth below Shareholder's signature on the signature page hereto (the "Shares"); and

WHEREAS, Shareholder agrees that Shareholder shall benefit from the agreements as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Representations and Warranties. The Parties to this Agreement each represent and warrant to the other that:

   (a) each has full power and authority to enter into this Agreement; and

   (b) this Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the Parties.

2. Lock-Up.

   (a) During the applicable Lock-up Period (as defined below), Shareholder will not, directly or indirectly, other than as set forth in Section 3:

      (i) offer for sale, sell, assign, pledge, encumber, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase,

or otherwise transfer or dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any of the Shares;

(ii) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Shares, whether any such transaction is to be settled by delivery of Shares or other securities, in cash or otherwise (the actions and events in Section 2(a)(i) and Section 2(b)(ii), collectively, a "Transfer"); or

(iii) publicly disclose the intention to do any of the foregoing.

(b) The "Lock-up Period" applicable to the Shares shall be as follows:

(i) Thirty-three percent (33%) of the Shares shall be released from the transfer restrictions set forth in this Section 2 on the six (6) month anniversary of the Effective Date;

(ii) Thirty-three percent (33%) of the Shares shall be released from the transfer restrictions set forth in this Section 2 on the twelve (12) month anniversary of the Effective Date; and

(iii) Thirty-four percent (34%) of the Shares shall be released from the transfer restrictions set forth in this Section 2 on the eighteenth (18) month anniversary of the Effective Date.

3. Exceptions.

(a) The restrictions in Section 2 shall not apply to: (i) Transfers of Shares to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned; (ii) Transfers of Shares to any beneficiary, heir or legal representative of the undersigned pursuant to a will, trust instrument or other testamentary document or applicable laws of descent; (iii) Transfers of Shares to any entity directly or indirectly controlled by or under common control with the undersigned; (iv) Transfers of Shares by operation of law, such as pursuant to a qualified domestic order or as required by a divorce decree or similar settlement; (v) if the undersigned is a corporation, limited liability company, partnership , trust or other entity, Transfers of Shares to its shareholders, members, partners, or trust beneficiaries as part of a distribution, provided that no filing or public announcement under applicable securities laws or otherwise is required or voluntarily made by any party in connection with such Transfer; (vi) Transfers of Shares pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of Parent after the closing of the Merger as contemplated in the Merger Agreement; (vii) any of the transactions contemplated by the Merger Agreement; provided that, (1) in the case of any Transfer or distribution pursuant to clause (i), (ii), (iii), (iv), or (v) above, each distributee or transferee shall sign and deliver to Parent, prior to such Transfer, a lock-up agreement substantially in the form of this Agreement.

(b) For purposes of this Agreement, "immediate family" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin.

4. Additional Agreements.

(a) Shareholder understands and agrees that until such time as the same is no longer required under the applicable requirements of the Securities Act of 1933, as amended, or any applicable securities law of any state, the Shares will be subject to restrictions in the U.S. and Canada.

(b) Shareholder understands and accepts that any request for any Transfer of any Shares is solely at the discretion of Parent, which, provided that the Transfer of Shares complies with one of the exceptions provided in Section 3(a) hereof, shall not be unreasonably withheld.

(c) It is understood that if the Merger Agreement is terminated without the consummation of the Merger as contemplated therein, this Agreement shall be cancelled and of no further force and effect.

(d) Nothing herein shall prevent the undersigned from taking any of the actions described in Section 2 above or engaging in any other transactions with respect to any shares or other securities of Parent acquired by the undersigned through open market purchases consummated after the date of this Agreement.

(e) This Agreement shall terminate automatically upon the expiration of the Lock-Up Period.

5. Specific Performance. Shareholder acknowledges that (a) irreparable damage would occur in the event that Shareholder fails to comply with any of its obligations contained in this Agreement, (b) every obligation of Shareholder herein is material, and (c) in the event of such failure, Parent will not have an adequate remedy at law or in damages. Accordingly, Shareholder agrees that Parent shall be entitled to seek an injunction to prevent a breach of this Agreement and to seek to enforce specifically the terms and provisions hereof, in addition to any other remedy to which Parent is entitled at law or in equity. Shareholder agrees that it will not seek and will agree to waive any requirement for the securing or posting of a bond in connection with Parent seeking or obtaining such injunctive relief.

6. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between the parties hereto with respect to the subject matter hereof and, together with the Merger Agreement, contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the parties hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

7. Notices. All notices, requests and other communications hereunder to a party, shall be in writing and shall be deemed properly given if delivered (a) personally, (b) by registered or certified mail (return receipt requested), with adequate postage prepaid thereon, (c) by properly addressed electronic mail delivery to the email address specified below (without an "undeliverable" or similar confirmation of failed delivery), or (d) by reputable courier service to such party at its address set forth below, or at such other address or addresses as such party may specify from time to time by notice in like manner to the parties hereto. All notices shall be deemed effective upon delivery.

If to Parent:

Harborside Inc.
2100 Embarcadero, Suite 101
Oakland, CA 94606
Attn: Jack Nichols
Email: ***[Redacted - personal information]***

With a copy to:

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

If to Shareholder, to the address or email set forth for Shareholder on the signature page hereof.

8. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns shall be brought and determined exclusively in the state or federal courts located in the State of Delaware. Each of the parties hereto agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 7 or in such other manner as may be permitted by applicable Laws, will be valid and sufficient service thereof. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 8(b), (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by the applicable Law, any claim that (x) the suit, action or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper, or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Notwithstanding the foregoing, if any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs and all other charges billed by the attorney to the prevailing party (including any fees and costs associated with collecting such amounts).

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. Each party certifies and acknowledges that (i) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, (ii) each party understands and has considered the implications of this waiver, (iii) each party makes this waiver voluntarily, and (iv) each party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 8(c).

(d) In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and the parties shall use their commercially reasonable efforts to substitute a valid, legal and enforceable provision which, insofar as practical, implements the purposes and intents of this Agreement.

(e) This Agreement may be signed in counterparts, each of which will be considered an original and all such counterparts will be considered and constitute one and the same Agreement. This Agreement, as executed, may be delivered by facsimile transmission, by electronic mail, or by other electronic transmission, and may be transmitted in portable document format (.pdf) or other electronic or facsimile format. Each such executed facsimile, .pdf, or other electronic record shall be considered an original executed counterpart for purposes of this Agreement. Each party to this Agreement (i) agrees that it will be bound by its own Electronic Signature (as such term is defined immediately below), (ii) accepts the Electronic Signature of each other party to this Agreement, and (iii) agrees that such Electronic Signatures shall be the legal equivalent of manual signatures. The term "Electronic Signature" means (a) the signing party's manual signature on a signature page, converted by the signing party to facsimile or digital form (such as a .pdf file) and received from the signing party's customary email address, customary facsimile number, or other mutually agreed-upon authenticated source; or (b) the signing party's digital signature executed using a mutually agreed-upon digital signature service provider and digital signature process.

(f) Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

(g) All Section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or reference shall be derived therefrom.

(h) The obligations of Shareholder set forth in this Agreement shall not be effective or binding upon Shareholder until after such time as the Merger Agreement is executed and delivered by Company and Parent, and the parties agree that there is not and has not been any other agreement, arrangement or understanding between the parties hereto with respect to the matters set forth herein.

(i) Neither party to this Agreement may assign any of its rights, interests or obligations under this Agreement without the prior written approval of the other party hereto. Any purported assignment in violation of this Section 8(i) shall be void. Subject to the preceding sentence, this Agreement

shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signatures appear on following page]

IN WITNESS WHEREOF, Shareholder and Parent have caused this Agreement to be duly executed as of the Effective Date.

HARBORSIDE INC.

By:_____
Name:
Title:

SHAREHOLDER:

NAME: _____

By: _____
Name: _____
Title: _____

Address for notices:

_____
_____
_____
_____

Email: _____

EXHIBIT C
Form of Employment Agreement

[*Redacted – commercially sensitive information*]