

**DEFINITIVE AGREEMENT FOR
THE SALE AND PURCHASE OF MEMBERSHIP INTERESTS IN KSGNF, LLC**

THIS AGREEMENT (the “**Definitive Agreement**”), is entered as of May 31, 2018, (the “**Effective Date**”) by and among:

KSGNF, LLC, a Florida Limited Liability Company with its principal place of business located at 60 Hendricks Isle, PH 60, Fort Lauderdale, Florida 33301 (“**KSGNF**”);

Confidential Information of Sellers

GTI Florida, LLC, a Florida Limited Liability Company with its principal place of business located at 325 West Huron Street, Suite 230, Chicago, Illinois, 60654 (“**GTI**”).

Hereinafter, DRC, MHS, ZLD, FARM-A-CEUTICALS, After the Harvest, and M5 shall be referred to collectively as the “**Sellers**” and are sometimes referred to individually as a “**Seller.**” GTI shall be referred to as “**Buyer.**” Confidential Information of Sellers

GTI shall be referred to collectively as the “**Parties**” and are sometimes referred to individually as a “**Party.**”

RECITALS

WHEREAS, Sellers constitute all of the current members owning Class A Voting Units of KSGNF; and

WHEREAS, KSGNF is subject to the provisions of Chapter 605, Florida Statutes, commonly referred to as the Florida Revised Limited Liability Company Act (the “Act”); and

WHEREAS, Sellers desire to dissociate from KSGNF in accordance with the Act and to sell their respective Class A Voting Units in KSGNF, jointly constituting one hundred percent (100%) of the Class A Voting Units in KSGNF, to Buyer in accordance with the terms more particularly provided herein; and

WHEREAS, Buyer desires to purchase Sellers’ membership interests in KSGNF and to continue the existence of KSGNF following Sellers’ dissociation from KSGNF; and

WHEREAS, on April 3, 2018, the Parties executed a Letter of Intent (“LOI”) that described the method by and terms upon which Buyer would acquire Sellers’ membership interests in KSGNF; and

WHEREAS, on or about April 7, 2018, the KSGNF and Buyer entered into an Escrow Deposit Agreement related to the Initial Escrow (as that term is used in the LOI) of One Million Dollars (\$1,000,000.00); and

WHEREAS, Buyer made the Initial Escrow payment on or about April 10, 2018, pursuant to the terms of the Escrow Deposit Agreement; and

NOW THEREFORE, in consideration of the promises and benefits set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS**. The Recitals, above, are hereby incorporated into this Agreement, as if fully set forth herein.

2. **ACQUISITION OF SELLERS’ MEMBERSHIP INTERESTS BY BUYER.**

A. PURCHASE AND SALE. Sellers hereby agree to sell, transfer and assign and Buyer hereby agrees to purchase Sellers’ membership interests in KSGNF which collectively constitute one hundred percent (100%) of the Membership Units in KSGNF other than those owned by the Buyer.

B. ESCROW OF SELLERS’ MEMBERSHIP INTERESTS IN KSGNF. Simultaneously with the signing of this Definitive Agreement, Sellers shall execute and deliver to the Escrow Agent the following documents and instruments pursuant to the terms of the Second Escrow Deposit Agreement, executed contemporaneously with this Definitive Agreement, a true and correct copy of which is attached hereto as Exhibit A:

- i. Assignment of Membership Interest from each Seller in favor of Buyer, in substantially the form attached hereto as Exhibit B.
- ii. A Statement of Dissociation from each Seller in substantially the form attached hereto as Exhibit C.

C. PURCHASE PRICE; MANNER OF PAYMENT. The purchase price for Sellers' membership interests (the "Purchase Price") shall be Forty-Six Million United States Dollars (\$46,000,000.00 USD) and shares in the company Green Thumb Industries, Inc., which will be listed on the Canadian Securities Exchange utilizing a reverse take-over ("RTO") process of Bayswater Uranium Corporation, as more fully described in the Second Escrow Deposit Agreement. The Purchase Price is comprised of the following items and shall be delivered by Buyer to Sellers in accordance with each Seller's respective interest in KSGNF, as described on Exhibit D, at Closing (as hereinafter defined) in the following manner:

- (i). The Initial Escrow of One Million Dollars (\$1,000,000.00 USD) shall be released at Closing to Sellers pursuant to the terms of the Second Escrow Deposit Agreement.
- (ii). The Additional Escrow of Five Million Dollars (\$5,000,000.00 USD) shall be released at Closing to Sellers pursuant to the terms of the Second Escrow Deposit Agreement.
- (iii). The Purchase Price Balance Escrow of Forty Million Dollars (\$40,000,000.00 USD) shall be released at Closing to Sellers pursuant to the terms of the Second Escrow Deposit Agreement.
- (iv). Shares in the company Green Thumb Industries, Inc., publicly-traded on the Canadian Securities Exchange and issued to Sellers ("Shares") shall be released to Sellers at Closing pursuant to the terms of the Second Escrow Deposit Agreement.

D. SELLERS' RESPECTIVE INTERESTS. A true and correct description of each Sellers' respective interest in the Purchase Price is attached hereto as Exhibit D.

E. WITHDRAWAL OF SELLERS. Upon Closing, Sellers will withdraw as members and dissociate from the Company in accordance with the provisions of the Act.

F. ADMISSION OF BUYER AS A MEMBER; ELECTION TO CONTINUE COMPANY. Simultaneously with Closing, Buyer shall be admitted as the sole member of KSGNF and shall thereafter assume all rights and obligations associated with owning the Membership Units and be entitled to (i) exercise all management and voting rights of a member as permitted by the Act and (ii) receive one hundred percent (100%) of KSGNF's distributions. Buyer expressly acknowledges Buyer's intent to continue KSGNF's existence following the Sellers' sale of their membership interests and withdrawal from the KSGNF.

G. WAIVER OF RIGHTS. Sellers acknowledge that this Agreement has been negotiated in good faith by Sellers and Buyer and is intended to fully and adequately compensate Sellers for the sale of Sellers' membership interest in KSGNF. Accordingly, Sellers waive and release any and all rights of Sellers which may be available to Sellers under the Act to maintain an action against KSGNF for purposes of determining the buyout price of Sellers' interest in KSGNF including but not limited to any rights afforded to Sellers by Section 605.1006, Florida Statutes.

3. CLOSING.

A. CLOSING DATE. The closing of this transaction (“Closing”) shall occur at the offices of KSGNF’s attorney no earlier than November 7, 2018 and upon the satisfaction of the conditions to Closing (the “Closing Date”).

B. CONDITIONS TO CLOSING. The obligation of the Parties to consummate the transactions contemplated by this Definitive Agreement shall be subject to the satisfaction of the following conditions:

- (i) GTI has deposited with the Escrow Agent the Purchase Price as required by Second Escrow Deposit Agreement.
- (ii) The representations and warranties of KSGNF and Sellers contained in this Definitive Agreement shall be true and correct in all material respects, in each case as of the Effective Date and as of the Closing Date.
- (iii) The Florida Department of Health or other necessary state agencies shall have approved the transfer of the Sellers’ Membership Units in KSGNF to GTI in a manner satisfactory to GTI, with such satisfaction not being unreasonably withheld; and
- (iv) KSGNF’s Medical Marijuana Treatment Center registration issued by the Florida Department of Health is still valid and in full force and effect on the Closing Date.

C. RELEASE OF FUNDS AND MEMBERSHIP INTERESTS BY ESCROW AGENT. Unless notified in writing by one or more of the Parties, at 3:00p.m. on the Closing Date, the Purchase Price and Shares shall be released to Sellers and the Membership Interests released to Buyer pursuant to the terms of the Second Escrow Deposit Agreement.

D. CLOSING COSTS. Within five days of Closing, Buyer shall file and pay for the cost of filing the Statements of Dissociation with the Florida Secretary of State. Buyer shall also pay for the services of the Escrow Agent pursuant to the terms of the Escrow Deposit Agreement and Second Escrow Deposit Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. Each Seller hereby represents, warrants and covenants on its own behalf to Buyer as follows:

- (i) This Definitive Agreement has been duly executed and delivered by each Seller and constitutes the legal, valid and binding obligation of each Seller, enforceable against each Seller in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general

principles of equity relating to enforceability (regardless of whether considered in a proceeding at law or in equity).

- (ii) Each Seller is, and without exception at the Closing will be, the owner of such Seller's membership interest in KSGNF free and clear of all liens and encumbrances whatsoever and such Seller has the full right to sell and transfer such Seller's membership interest in KSGNF.
- (iii) The execution or performance hereof by each Seller will not violate any indenture, contract, or other commitment to which such Seller is a party or by which such Seller is bound, nor will it be in conflict with or result in or constitute a breach or default on the part of such Seller.
- (iv) The information provided to GTI by Sellers is correct, complete and accurate information.
- (v) Sellers shall promptly notify GTI of (a) any notice or other communication from any governmental authority in connection with the transactions contemplated by this Definitive Agreement; (b) any notice from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Definitive Agreement or any of the ancillary documents; (c) any legal action commenced or threatened against Sellers in connection with the transactions contemplated by this Definitive Agreement or any of the ancillary documents; (d) the occurrence of any event that would reasonably be expected to cause any representation or warranty of Sellers contained in this Definitive Agreement to be untrue or inaccurate at or prior to the Closing; or (e) the occurrence of any event that could result in any of the conditions to Closing set forth herein becoming incapable of being satisfied.

B. KSGNF hereby represents, warrants and covenants to Buyer as follows:

- (i) KSGNF does not presently owe any liabilities, whether fixed or contingent, to any third parties or Sellers, and during the period beginning with the creation of KSGNF on November 1, 2017, prior to its merger on February 15, 2018, and ending on and including the Closing Date, has never owed any liabilities, whether fixed or contingent, to any third parties or Sellers, except those liabilities incurred by KSGNF's Board of Managers in the ordinary course of business or in furtherance of the common goals of KSGNF and Buyer.
- (ii) During the period beginning with the creation of KSGNF on November 1, 2017, prior to its merger on February 15, 2018, and ending on the Effective Date of this Definitive Agreement, KSGNF has never received any notice (whether written or oral) that it is the subject of any, pending or threatened, lawsuit, investigation, claim, proceeding, violation, or action (collectively, a Claim"), which Claim seeks to apportion or attribute any liability or

responsibility to KSGNF or any agent, member, manager, or representative of same.

- (iii) During the period beginning with the creation of KSGNF on November 1, 2017, prior to its merger on February 15, 2018, and ending on the Effective Date of this Definitive Agreement, KSGNF has never received any “gross income” as said term is defined in 26 U.S.C. § 61.
- (iv) The information provided to GTI by KSGNF is correct, complete and accurate information.
- (v) KSGNF shall promptly notify GTI of (a) any notice or other communication from any governmental authority in connection with the transactions contemplated by this Definitive Agreement; (b) any notice from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Definitive Agreement or any of the ancillary documents; (c) any legal action commenced or threatened against KSGNF in connection with the transactions contemplated by this Definitive Agreement or any of the ancillary documents; (d) the occurrence of any event that would reasonably be expected to cause any representation or warranty of KSGNF contained in this Definitive Agreement to be untrue or inaccurate at or prior to the Closing; or (e) the occurrence of any event that could result in any of the conditions to closing set forth herein becoming incapable of being satisfied or that is otherwise materially adverse to the business or operations of KSGNF.

C. Buyer hereby represents, warrants and covenants to Seller that Buyer has full authority to enter into this Definitive Agreement and to execute all documents contemplated hereby and has full right, title and authority to do so and to deliver all documents and the Shares required hereunder to consummate this transaction.

5. **INDEMNIFICATION.** Buyer agrees to indemnify and hold harmless KSGNF and Sellers from and against all losses, damages, injuries, harm, judgments, liens, liabilities, fines, penalties, debts, settlements, obligations, costs, and expenses of any kind including, but not limited to, attorneys’ fees incurred for the services of legal counsel directly related to the operation of KSGNF’s Medical Marijuana Treatment Center between the time of the signing of this Definitive Agreement and the Closing Date.

6. **PERFORMANCE BOND.** Within two weeks of the execution of this Definitive Agreement, Buyer shall secure a Five Million Dollar (\$5,000,000.00) performance bond for the benefit of KSGNF as required by Section 381.986, Florida Statutes or replace all current indemnitors currently securing the performance bond on file with the Florida Department of Health for the benefit of KSGNF.

7. **OTHER AGREEMENTS.**

A. **CREDIT AGREEMENT.** This Definitive Agreement is and shall be cumulative of, and shall not replace or supersede, that certain Credit Agreement entered by KSGNF and GTI on or about April 18, 2018.

B. **CONSULTING AGREEMENT.** This Definitive Agreement is and shall be cumulative of, and shall not replace or supersede, that certain Consulting Agreement entered by KSGNF and GTI on April 18, 2018.

8. **MISCELLANEOUS**

A. **CONFIDENTIALITY.** The Parties agree that the confidentiality provisions of the LOI are no longer a basis for breach of any agreement between the Parties or their affiliates.

B. **EXCLUSIVITY.** Sellers and KSGNF agree that the Exclusivity provisions (Section 5) of the LOI shall continue to be applicable during the term of the Definitive Agreement and shall expire on the Closing Date.

C. **DELIVERY OF COMPANY PROPERTY.** On the Closing Date, Sellers shall deliver to Buyer any and all Company property, if any, in Seller's possession, including, but not limited to, Company documents and records.

D. **ATTORNEYS FEES AND COSTS.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees at trial and appellate levels. This paragraph shall survive Closing.

E. **DEFAULT.** In the event of Buyer's default prior to Closing or a determination by Buyer that it will not proceed with the Closing for any reason other than Sellers' or KSGNF's breach of the Definitive Agreement, KSGNF shall be entitled to receive the Initial Escrow of One Million Dollars (\$1,000,000.00 USD) and the Additional Escrow of Five Million Dollars (\$5,000,000.00). In the event of Sellers' default prior to Closing, Buyer shall be entitled to elect, to (a) terminate this Agreement, (b) sue Sellers for specific performance, or (c) pursue any other remedy which may be available to Buyer at law or in equity.

F. **NOTICES.** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or sent by email, telex or telecopy or three (3) business days after being mailed by registered or certified mail, return receipt requested, postage prepaid, or one (1) business day after the date that said notice is delivered to a nationally recognized overnight courier service, addressed to the addressee , at the address set forth on page 1 of this Definitive Agreement.

G. **FURTHER ASSURANCES; SURVIVAL.** At Closing, and from time to time thereafter, KSGNF and Sellers shall do all such additional and further acts, and shall execute and deliver all such additional and further instruments, certificates and documents, as Buyer or Buyer's counsel may reasonably require fully to vest in and assure to Buyer full right, title and interest in and to Sellers' membership interest in KSGNF to the full extent contemplated by this Definitive Agreement and

otherwise to effectuate the purchase and sale of the Sellers' membership interest as contemplated by and provided for in this Definitive Agreement. All the provisions of this Definitive Agreement (including, without limitation, the representations, covenants and warranties of Sellers as set forth in this Agreement), shall survive following the consummation of the purchase and sale of the membership interest on the Closing Date.

H. AMENDMENTS. Amendments to and waivers of the provisions contained in this Definitive Agreement, or any of them, may be made only by an instrument in writing which is executed by all of the Parties hereto.

I. ASSIGNMENT. No Party may assign any of his or its rights or obligations under this Definitive Agreement without the other Parties' prior written consent, which consent shall not be unreasonably refused or withheld by such other Parties.

J. THIRD PARTY BENEFICIARIES. This Definitive Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Definitive Agreement expressed or implied is intended or shall be construed to confer upon any individual or entity other than the Parties any right, remedy or claim under or by reason of this Definitive Agreement or any of the provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective personal representatives, administrators, executors, heirs, successors and permitted assigns.

K. ENTIRE AGREEMENT. This Definitive Agreement (including any exhibits or amendments hereto) constitutes the entire agreement and understandings of the Parties hereto and supersedes all prior agreements and understandings, both written and oral, among the Parties hereto with respect to the subject matter hereof.

L. CONTROLLING LAW AND VENUE. This Definitive Agreement and the provisions contained herein shall be construed, interpreted, governed and controlled according to the laws of the State of Florida, without regard to any principle or law that otherwise causes the application of any law(s) of any other state or other jurisdiction. The exclusive venue for any dispute between the Parties related to this Definitive Agreement shall be Broward County, Florida.


M. SEVERABILITY. If any one or more provisions of this Definitive Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Definitive Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Definitive Agreement shall be valid and enforceable to the fullest extent permitted by law.

N. COUNTERPARTS. This Definitive Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of a signed counterpart via electronic mail (email) or facsimile shall have the same force and effect as delivery of an original signature.

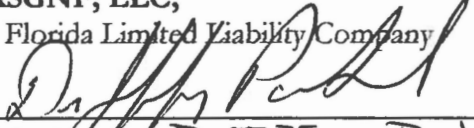
[SIGNATURES ARE ON PAGES 9 AND 10]

IN WITNESS WHEREOF, the Parties have executed this Definitive Agreement, or have caused this Agreement to be executed by and through their authorized representatives, as of the Effective Date.

WITNESSES:


Witness Print Name: MINDY POSTAL

PARTIES:

KSGNF, LLC,
a Florida Limited Liability Company

Print Name: Dr. Jeffrey Postal
Title: Managing Member
Date: 5/31/18

Confidential Information of Sellers

IN WITNESS WHEREOF, the Parties have executed this Definitive Agreement, or have caused this Agreement to be executed by and through their authorized representatives, as of the Effective Date.

WITNESSES:

PARTIES:

KSGNF, LLC,
a Florida Limited Liability Company

Witness Print Name: _____

Print Name: _____
Title: _____
Date: _____



Confidential Information of Sellers

JB

IN WITNESS WHEREOF, the Parties have executed this Definitive Agreement, or have caused this Agreement to be executed by and through their authorized representatives, as of the Effective Date.

WITNESSES:

PARTIES:

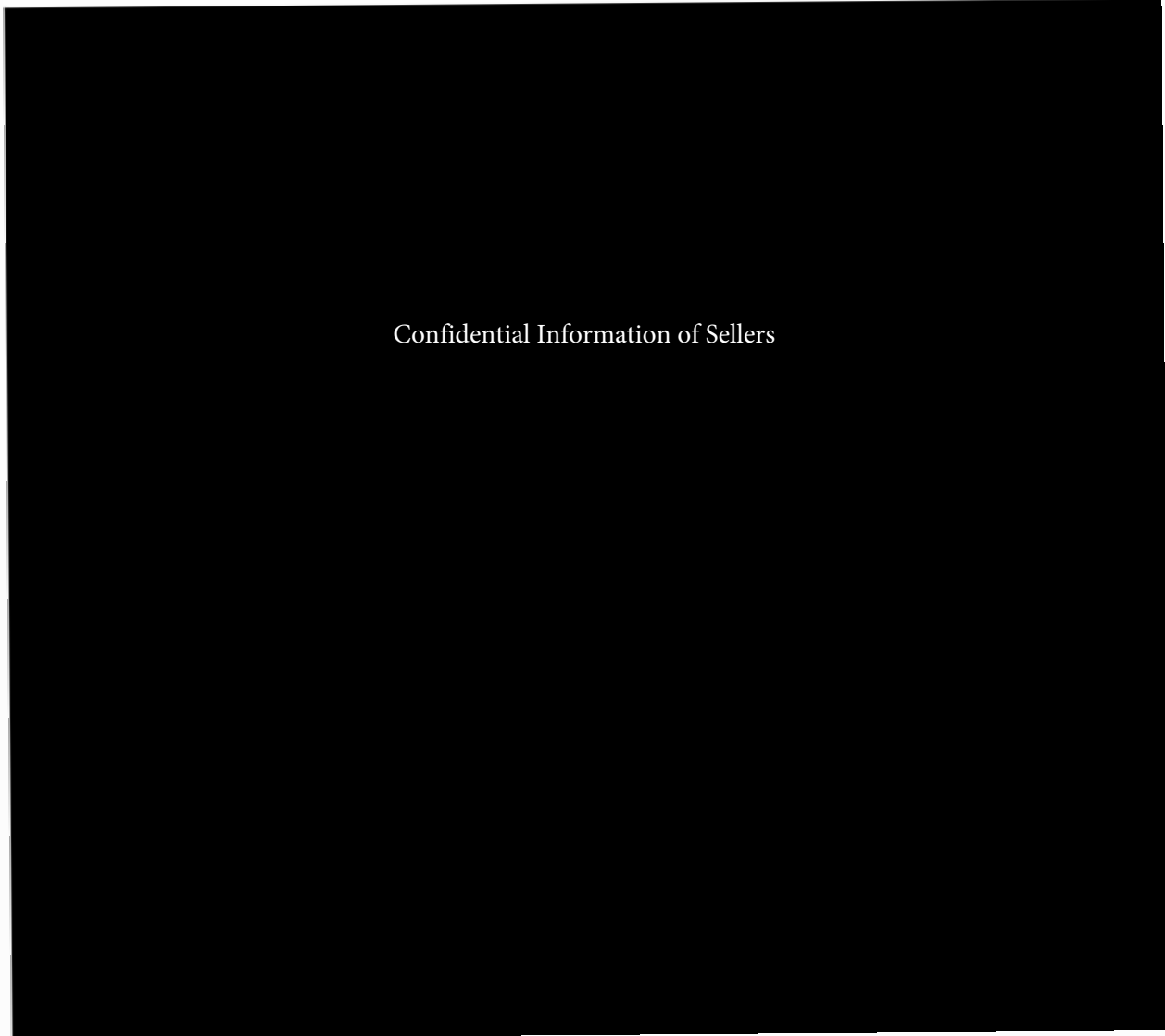
KSGNF, LLC,
a Florida Limited Liability Company

Witness Print Name: _____

Print Name: _____

Title: _____

Date: _____



Confidential Information of Sellers

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have executed this Definitive Agreement, or have caused this Agreement to be executed by and through their authorized representatives, as of the Effective Date.

WITNESSES:

PARTIES:

KSGNF, LLC,
a Florida Limited Liability Company

Witness Print Name: _____

Print Name: _____

Title: _____

Date: _____

Confidential Information of Sellers

Confidential Information of Sellers

Confidential Information of Sellers

Confidential Information of Sellers

SCHEDULE A

WIRE TRANSFER INSTRUCTIONS

Party	Receiving Bank	ABA Routing Number	Beneficiary	Account Number
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Confidential Information of Escrow Agent and Sellers

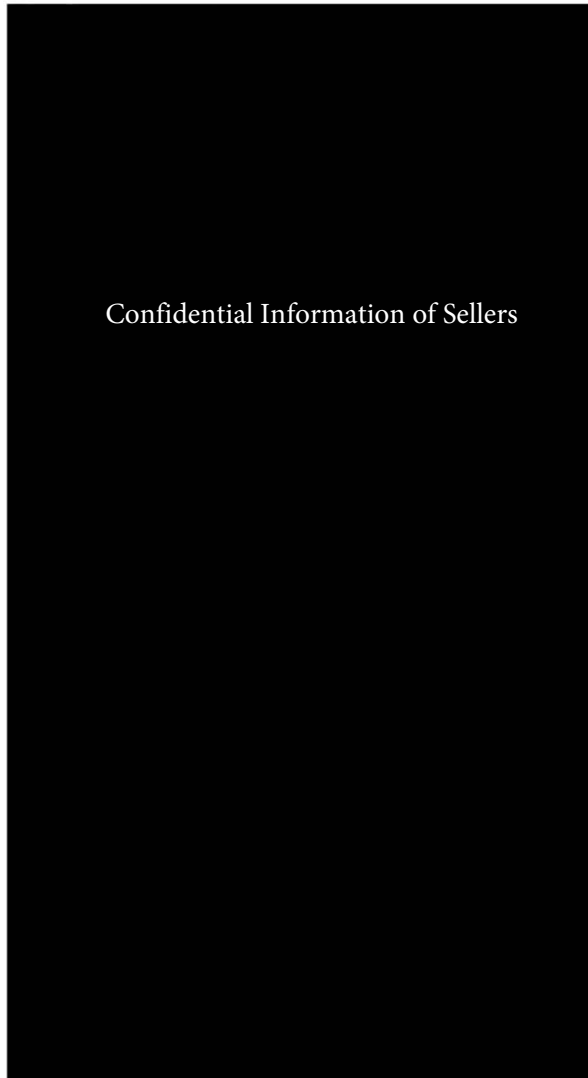
SCHEDULE B

NOTICE ADDRESSES

PURCHASER: GTI Florida, LLC
325 W. Huron Street, Suite 412
Chicago, Illinois 60654
Attention: Ben Kovler
Email: bkovler@gticlinic.com

With a copy to: Fred F. Harris, Jr., Esquire
Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, Florida 32301
Email: harrisf@gtlaw.com

SELLERS:



Confidential Information of Sellers

Confidential Information of Sellers
and Escrow Agent

ESCROW AGENT

KSGNF: KSGNF, LLC
60 Hendricks Isle, PH 60
Fort Lauderdale, Florida 33301
Attention: Jeffrey Postal
Email: 'jjpostal@hotmail.com'
Additional copy to: jennifert@hgsllaw.com

VCP23: VCP23, LLC
325 West Huron Avenue, Suite 412
Chicago, Illinois 60654
Attention: Ben Kovler, Chairman
Email: bkovler@gtielinic.com

**EXHIBIT B
FORM OF ASSIGNMENT OF MEMBERSHIP INTEREST**

KNOW ALL MEN BY THESE PRESENTS:

THAT [REDACTED] Confidential Information of Seller/Assignor [REDACTED] ("Assignor") for and in consideration of the sum of Eleven Million, Three Hundred Sixty-Two Thousand United States Dollars (\$11,362,000.00 USD) and other good and valuable consideration received from **GTI Florida, LLC**, a Florida limited liability company, ("Assignee") does hereby grant, bargain, sell, assign, transfer and set over unto Assignee one hundred percent (100%) of Assignor's membership interest in KSGNF, LLC, a Florida limited liability company, said membership interest representing a twenty-four and seven tenths percent (24.7%) interest in the Class A management rights, voting rights, profits and losses of said limited liability company.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 7th day of November, 2018.

*Signed Sealed and Delivered
In the Presence of:*

[REDACTED]
Confidential Information of Seller/Assignor

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of May, 2018, by [REDACTED] Confidential Information of Seller/Assignor

Signature of Notary Public

(SEAL)

Name of Notary Public
(Typed, Printed or Stamped)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

ACCEPTANCE OF ASSIGNMENT

Effective as of the effective date of the foregoing Assignment, the Assignee hereby: (i) accepts the assignment set forth above; (ii) agrees to its substitution for Assignor as a member of the LLC in respect of the interest conveyed in such assignment; and (iii) assumes all of the duties, responsibilities and rights, and agrees to perform and discharge all of the obligations of the Assignor in Assignor's capacity as a Member of the LLC in respect of the interest conveyed.

The Assignee has executed this Acceptance of Assignment as of the 7th day of November, 2018.

*Signed Sealed and Delivered
In the Presence of:*

GTI Florida, LLC

Print Name: _____

By: _____

Its: _____

Print Name: _____

EXHIBIT C

Form of Statement of Dissociation

**DISSOCIATION OR RESIGNATION OF MEMBER FROM
FLORIDA LIMITED LIABILITY COMPANY**

(Pursuant to 605.0216, Florida Statutes)

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: **KSGNF, LLC**.
2. The Florida document/registration number assigned to this limited liability company is: **L12000102796**.
3. The date this member withdrew/resigned is November 7, 2018.
4. I, **Confidential Information of Seller** hereby withdraw **Confidential Information of Seller** as a member of this limited liability company and affirm the limited liability company has been notified of its withdrawal in writing.

Confidential Information of Seller

Dr. Jeffrey Postal, Manager

EXHIBIT D
SELLERS' RESPECTIVE INTERESTS IN PURCHASE PRICE

Seller	USD	Escrow Interest	Shares
Redacted: confidential information of Sellers			