FORM 51–102F3
MATERIAL CHANGE REPORT

Item 1. Name and Address of Company

Vireo Health International, Inc.
207 South 9th Street
Minneapolis, Minnesota
55402

Item 2. Date of Material Change

March 25, 2021.

Item 3. News Release

On March 26, 2021, a news release in respect of the material change was disseminated and filed on the Issuer's SEDAR profile.

Item 4. Summary of Material Change

On March 25, 2021, Vireo Health International, Inc. (the "**Company**") (i) entered into a Credit Agreement with the Agent (as defined below), an affiliate of Green Ivy Capital, LLC, and a group of lenders, and (ii) the initial term loan (the "**First Tranche**") was funded an original issue discount of 3% with the Company receiving 97% of the USD$26 million principal amount.

Item 5. Full Description of Material Change

5.1 Full Description of Material Change

On March 25, 2021, the Company entered into a credit agreement by and among the Company and certain of its subsidiaries (the "**Borrowers**"), the persons from time-to-time party thereto as guarantors, the lenders party thereto, and Chicago Atlantic Admin, LLC (the "**Agent**") as administrative and collateral agent (the "**Credit Agreement**"). Green Ivy Capital, LLC served as the lead arranger for the Credit Agreement.

The Credit Agreement provides for a senior secured credit facility of up to US$46 million consisting of an initial US$26 million term loan and up to US$20 million of delayed draw term loan proceeds (together, the "**Credit Facility**"). The initial term loan will be funded at an original issue discount of 3% with the Company receiving 97% of the US$26 million principal amount. The delayed draw term loans will be funded at a discount rate of up to 3%, to be negotiated by the parties. The proceeds of the initial term loan may be used to pay the transaction fees, costs and expenses incurred directly in connection with the Credit Agreement and for any lawful purpose, including general working capital purposes. Each request by the Borrowers for a portion of the delayed draw term loan must be approved by lenders in their discretion, and the proceeds must be used to finance acquisitions approved by lenders in their discretion or for such other purposes consented to by the lenders in their discretion. Obligations under the Credit Agreement are secured by substantially all of the assets of the Borrowers. The Credit Agreement and related documents also provide for the payment of certain fees to the Agent, including a closing fee equal to 3% of each loan advanced. The Credit Facility matures on March 31, 2024.

Mandatory prepayments are required upon the incurrence of indebtedness (other than permitted indebtedness), the receipt of proceeds from dispositions (other than permitted dispositions), the receipt of proceeds from any casualty event (as defined in the Credit Agreement), and the receipt of proceeds from any extraordinary receipts (as defined in the Credit Agreement). Voluntary prepayments may be made at any time. Voluntary and mandatory prepayments are subject to a make-whole fee equal to (a) if the prepayment is before the first anniversary, the greater of (i) the sum of all unpaid interest payments that would be due from the date of prepayment to the first anniversary and (ii) 3% of the aggregate amount of the loans being prepaid, and (b) if the prepayment occurs after the first anniversary, 3% of the aggregate amount of the loans being prepaid.

Amortized payments of outstanding amounts under the Credit Facility are due on the last business day of each calendar month ("**Payment Date**"), beginning on March 31, 2022. The unpaid principal amounts outstanding under the Credit Facility bear interest at a rate of (a) 13.625% per annum (the "**Cash Interest Rate**"), which is due and payable in cash on each Payment Date, in arrears, beginning on April 30, 2021, and (b) 2.75% per annum, which will be added to the outstanding principal amount on each Payment Date and will thereafter be deemed to be part of the principal amount under the Credit Facility.

The Credit Agreement contains financial covenants regarding the Borrowers' liquidity, minimum consolidated adjusted EBITDA, and consolidated fixed charge coverage ratio. The Credit Agreement also contains representations and warranties, events of default, and affirmative and negative covenants customary for facilities of this type within the cannabis industry, including limitations on certain investments, incurrences of indebtedness, capital expenditures, payment of dividends or other distributions, and stock repurchases, in each case subject to certain exceptions.

Warrant Agreements

In connection with the Credit Agreement and related documents, for each portion of the Credit Facility funded, the Company will issue to the participating lenders warrants representing 20% of the amount drawn and to the Agent warrants representing 10% of the amount drawn, each with a strike price equal to the volume weighted average price of the Company's subordinate voting shares (the "**Shares**") for the ten trading days immediately prior to the funding date.

On March 25, 2021, in connection with the Credit Facility, the Company issued (a) five year warrants to Agent and each lender to purchase an aggregate of 2,803,984 Shares at an exercise price of CAD$3.50 per Share and (b) a five year warrant to the broker to purchase 233,665 Shares at an exercise price of CAD$3.50 per Share (collectively, the "**Warrants**"). Each Warrant also contains customary anti-dilution provisions.

First Tranche

The First Tranche was funded an original issue discount of 3% with the Company receiving 97% of the USD$26 million principal amount. In connection with the closing of the First Tranche, the Company issued to the Agent, lenders, and broker an aggregate of 3,037,649 Warrants.

5.2 Disclosure for Restructuring Transactions

Not applicable.

Item 6. Reliance on subsection 7.1(2) of National Instrument 51–102

Not applicable.

Item 7. Omitted Information

Not applicable.

Item 8. Executive Officer

Kyle Kingsley, Chief Executive Officer
Telephone: 1 844 484-7366

Item 9. Date of Report

March 26, 2021.