

Form 51-102F3
Material Change Report

Item 1 Name and Address of Corporation

GOODNESS GROWTH HOLDINGS, INC.
1500 Royal Centre
1055 West Georgia Street, P.O. Box 11117
Vancouver, BC V6E 4N7 (the “Corporation”)

Item 2 Date of Material Change

October 27, 2023

Item 3 News Release

A news release was issued by the Company on October 30, 2023, through the facilities of GlobeNewswire and was subsequently filed on SEDAR.

Item 4 Summary of Material Change

On October 27, 2023, Goodness Growth Holdings, Inc. (the “Company”), entered into a Fifth Amendment to Lease Agreement (“Fifth Amendment”) by and between the Company and IIP-NY 2 LLC (“IIP”), which Fifth Amendment modified certain provisions of the Lease Agreement dated as of October 23, 2017, as amended by that certain First Amendment to Lease Agreement dated as of December 7, 2018, as further amended by that certain Second Amendment to Lease Agreement dated as of April 10, 2020, as further amended by that certain Third Amendment to Lease Agreement dated as of September 24, 2021, and as further amended by that certain Fourth Amendment to Lease Agreement dated as of February 24, 2023 (collectively, the “Existing Lease”). The Fifth Amendment provided for IIP to provide an additional USD\$14 million in tenant improvement allowance funds, on satisfaction of certain conditions, for additional construction work on the new cultivation and processing facility located adjacent to the Company’s Tryon, New York, facility. The Fifth Amendment also provides for an increase in base rent of USD\$210,000 per month, subject to annual increases.

Item 5 Full Description of Material Change

5.1 Full Description of Material Change

On October 27, 2023, Goodness Growth Holdings, Inc. (the “Company”), entered into a Fifth Amendment to Lease Agreement (“Fifth Amendment”) by and between the Company and IIP-NY 2 LLC (“IIP”), which Fifth Amendment modified certain provisions of the Lease Agreement dated as of October 23, 2017, as amended by that certain First Amendment to Lease Agreement dated as of December 7, 2018, as further amended by that certain Second Amendment to Lease Agreement dated as of April 10, 2020, as further amended by that certain Third Amendment to Lease Agreement dated as of September 24, 2021, and as further amended by that certain Fourth Amendment to Lease Agreement dated as of February 24, 2023 (collectively, the “Existing Lease”). The Fifth Amendment provided for IIP to provide an additional USD\$14 million in tenant improvement allowance funds, on satisfaction of certain conditions, for additional construction work on the new cultivation and processing facility located adjacent to the Company’s Tryon, New York, facility. The Fifth Amendment also provides for an increase in base rent of USD\$210,000 per month, subject to annual increases of 3% beginning on November 1, 2024, as well as for a prepayment of three months’ rent by the Company. The Fifth Amendment also provides to the Company

a one-time lease termination option exercisable on or before January 15, 2024. The Fifth Amendment also requires the Company to execute and deliver on demand certain documents that may limit or eliminate the Company's defenses to an eviction action and other legal action by IIP in the event of a Company default.

This summary of the Fifth Amendment to Lease is qualified in its entirety by reference to the full text of the Fifth Amendment to Lease, a copy of which, subject to any applicable confidential treatment, will be filed as an exhibit to the Company's Annual Report for the year ending December 31, 2023.

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

For additional information, please contact Michael Schroeder, corporate secretary, at michaelschroeder@vireohealth.com

Item 9 Date of Report

October 31, 2023