

## MEMBERSHIP INTEREST PURCHASE AGREEMENT

This MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “**Agreement**”) is made effective as of the June 28, 2019 (the “**Effective Date**”), by and among Dalraa, LLC, an Arizona limited liability company (the “**Seller**”), [REDACTED] (“[REDACTED]”), and Jushi VA, LLC, a Virginia limited liability company (the “**Purchaser**”).

### Explanatory Statements

A. [REDACTED] is the record and beneficial owner of 33.3% of the total membership interest in the Seller.

B. [REDACTED] is a party to that certain Interest Transfer and Exchange Agreement, dated of even date herewith (the “**Exchange Agreement**”), among [REDACTED] pursuant to which [REDACTED] intends to acquire the remaining 66.7% of the membership interest in the Seller, subject to the conditions and the fulfillment of the obligations set forth in the Exchange Agreement. Upon the consummation of the transactions contemplated by the Exchange Agreement, [REDACTED] will own of record and beneficially 100% of the membership interests of the Seller.

C. The Seller, the Purchaser, Dalitso, New Leaf, ECP Loudoun, LLC, a Maryland limited liability company, and Purchaser Parent are parties to that certain Membership Interest Purchase and Exchange Agreement, dated of even date herewith (the “**Jushi Agreement**”), pursuant to which, after the consummation of the transactions contemplated therein, the Seller will own 23.765% of the membership interests of Dalitso.

D. The Seller desires to sell, assign, transfer, and convey to the Purchaser, and the Purchaser desires to purchase and acquire from the Seller, immediately after the consummation of the transactions contemplated by the Exchange Agreement and the Jushi Agreement, 8% of the membership interest in Dalitso (the “**Dalitso Interest**”) then held by the Seller, all in accordance with the terms and conditions of this Agreement (the “**Transfer**”).

### Agreement

NOW, THEREFORE, in consideration of the premises, and of the promises, agreements, representations, and warranties contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale of the Interest. Subject to the terms and conditions set forth in this Agreement, the Seller hereby sells, assigns, conveys, and transfers the Dalitso Interest to the Purchaser, and the Purchaser hereby purchases and acquires the Dalitso Interest from the Seller. The aggregate purchase price payable by the Purchaser to the Seller in exchange for the Dalitso Interest is Three Million Dollars (\$3,000,000), which amount shall be paid as follows:

(a) \$2,000,000 (the “**Closing Payment**”) will be paid in cash at the Closing (as hereinafter defined) to the Seller by wire transfer of immediately available funds; and

(b) \$1,000,000 will be paid pursuant to the terms of a Promissory Note, issued by Purchaser Parent, in the form attached hereto as Exhibit A (the “**Note**”).

2. Closing; Termination. The closing of the transactions contemplated herein (the “**Closing**”) shall take place concurrently but immediately following the consummation of the transactions contemplated by the Exchange Agreement and the Jushi Agreement (the date of such Closing, the “**Closing Date**”). If transactions contemplated by either the Exchange Agreement or the Jushi Agreement are not consummated, then the Closing hereunder shall likewise not occur, and the parties hereto shall have no further rights or obligations under this Agreement. This Agreement shall run concurrently with the terms of the Exchange Agreement and the Jushi Agreement, and if either of the Exchange Agreement or the Jushi Agreement are terminated, then this Agreement will likewise be terminated effective simultaneously therewith and without any further action on the part of any party hereto.

3. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser, as of the Closing Date, as follows:

3.1. The Seller has the authority and power to transfer and assign the Dalitso Interest to the Purchaser pursuant to this Agreement, to execute and deliver this Agreement, and to consummate the transactions contemplated hereby.

3.2. The Seller is the sole, true, lawful record and beneficial owner of the Dalitso Interest, which Dalitso Interest is validly issued, fully paid, and non-assessable, and the Dalitso Interest is not subject to any lien, pledge, claim, demand, security interest or other encumbrance of any kind.

3.3. This Agreement constitutes the legal, valid, and binding obligation of the Seller and is fully enforceable against the Seller in accordance with its terms.

4. Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Seller, as of the Effective Date and as of the Closing Date, as follows:

4.1. The Purchaser has the authority and power to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

4.2. This Agreement constitutes the legal, valid, and binding obligation of the Purchaser and is fully enforceable against the Purchaser in accordance with its terms.

4.3. The Purchaser is acquiring the Dalitso Interest for its own account, for investment purposes only, and not with a view toward or for any distribution, resale, subdivision or fractionalization thereof in connection with any distribution of securities within the meaning of the Securities Act of 1933, as amended, or any rules or regulations promulgated thereunder (collectively, the “**Securities Act**”).

4.4. As of the Closing Date, the Purchaser will be a Member of Dalitso and is generally aware of the business, affairs, and financial condition of Dalitso.

5. Closing Deliveries. At Closing the parties shall deliver the following:

5.1. The Seller shall deliver to the Purchase an Assignment of Membership Interest, in the form attached hereto as Exhibit B, duly executed by Seller;

5.2. The Purchaser shall deliver to the Seller the Closing Payment; and

5.3. The Purchaser shall deliver to the Seller the Note, duly executed by the Purchaser.

6. Restrictions on Transfer of the Dalitso Interest. The Dalitso Interest cannot be transferred except in compliance with the Securities Act, applicable state securities laws, and the Amended and Restated Operating Agreement of Dalitso, effective as of the Closing Date (the “**Operating Agreement**”).

7. Miscellaneous.

7.1. Entire Agreement. This Agreement and any other documents to be executed in connection herewith, contain the entire, complete and integrated agreement between the parties with respect to the subject matter hereof and supersede any prior or contemporaneous understandings, agreements or representations by or between the parties, written or oral, express or implied, related to the subject matter hereof in any way.

7.2. Interpretation; Severability. Where the context requires, use herein of the masculine gender shall include the feminine and neuter gender and words in the singular number shall include the plural and vice versa. If any terms or provisions of this Agreement are found null, void or inoperative for any reason, the remaining provisions will remain in full force and effect.

7.3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to the conflicts of laws provisions thereof.

7.3 Venue. The exclusive jurisdiction and venue for any dispute between the parties shall be the courts for the Commonwealth of Virginia located in Fairfax County, Virginia. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

7.4. Further Assurances. The parties agree that, at any time and from time to time after the date hereof, upon the reasonable request of the other and without further consideration, they shall take such actions or cause others to do so, and to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all transfers, conveyances, powers of

attorney and assurances, as may be required or desirable to consummate the transactions contemplated herein.

7.5. Expenses. Each party shall bear their own costs and expenses in connection with the transactions contemplated by this Agreement; provided, however, that the Purchaser shall reimburse [REDACTED] for her documented and invoiced legal costs and expenses incurred in connection with the Exchange Agreement up to a maximum of [REDACTED].

7.6. Remedies. The parties agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled to seek preliminary and/or permanent injunction, specific performance of the terms hereof, or other equitable relief, without prejudice to any other rights and remedies that the parties may have for a breach of this Agreement at law or in equity.

7.7. Public Announcements; Confidentiality. Neither party shall make any public announcement with respect to the transactions contemplated by this Agreement, nor shall any party disclose the terms hereof, without the prior written consent of the other party. Notwithstanding the foregoing sentence, any party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly-traded securities (in which case the disclosing party will use its best efforts to advise the other parties prior to making the disclosure).

7.8. Counterparts; Delivery. This Agreement may be executed simultaneously in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which together will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic transmission via PDF format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by electronic transmission shall be deemed to be their original signatures for all purposes.

*- Signatures appear on the following page -*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**SELLER**

Dalraa, LLC

By: /s/ [REDACTED]  
Name: [REDACTED]  
Title: Member

**BUYER**

Jushi VA, LLC

By: /s/ Jon Barack \_\_\_\_\_  
Name:  
Title:

/s/ [REDACTED]  
[REDACTED]