SECOND AMENDMENT

TO

MERGER AND MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO MERGER AND MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "**Amendment**") is made and effective as of September 7, 2021 by and between Sammartino Investments LLC, a Delaware limited liability company ("**Seller**") and Jushi Inc, a Delaware corporation ("**Buyer**"). All capitalized terms used but not otherwise defined in this Amendment shall have the meaning provided in the Agreement (defined below).

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Merger and Membership Interest Purchase Agreement, dated as of April 16, 2021 (as amended by that certain First Amendment to Merger and Membership Interest Purchase Agreement, dated as of May 13, 2021, the "**Agreement**"), by and among Buyer, Seller, Jushi MA, Inc., a Massachusetts corporation, Nature's Remedy of Massachusetts, Inc., a Massachusetts corporation ("**NRM**"), McMann LLC, a Massachusetts limited liability company, ("**McMann**"), Valiant Enterprises, LLC, a Massachusetts limited liability company ("**Valiant**", and together with McMann, each a "**Company**") and certain other parties;

WHEREAS, the parties desire to revise Section 1(e) of the Agreement to decrease the Merger Stock Consideration and to increase the Merger Note Consideration by a corresponding amount;

WHEREAS, the parties desire to revise Section 1(e) to issue the Merger Note Consideration in two separate notes with different maturity dates;

WHEREAS, the parties desire to revise Section 1(e) to issue a predetermined number of shares of Parent Common Stock as Merger Stock Consideration;

WHEREAS, the parties desire to revise Section 1(f) of the Agreement to make any Additional Merger Consideration payable in Parent Common Stock or one or more unsecured promissory notes;

[redacted]

WHEREAS, pursuant to Section 13(j) of the Agreement, except for certain amendments to Section 8(g), any provision of the Agreement may be amended by Buyer and Seller if such amendment is in writing and duly executed by Buyer and Seller; and

WHEREAS, this Amendment does not amend Section 8(g) of the Agreement.

NOW, THEREFORE, based on the mutual promises provided herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

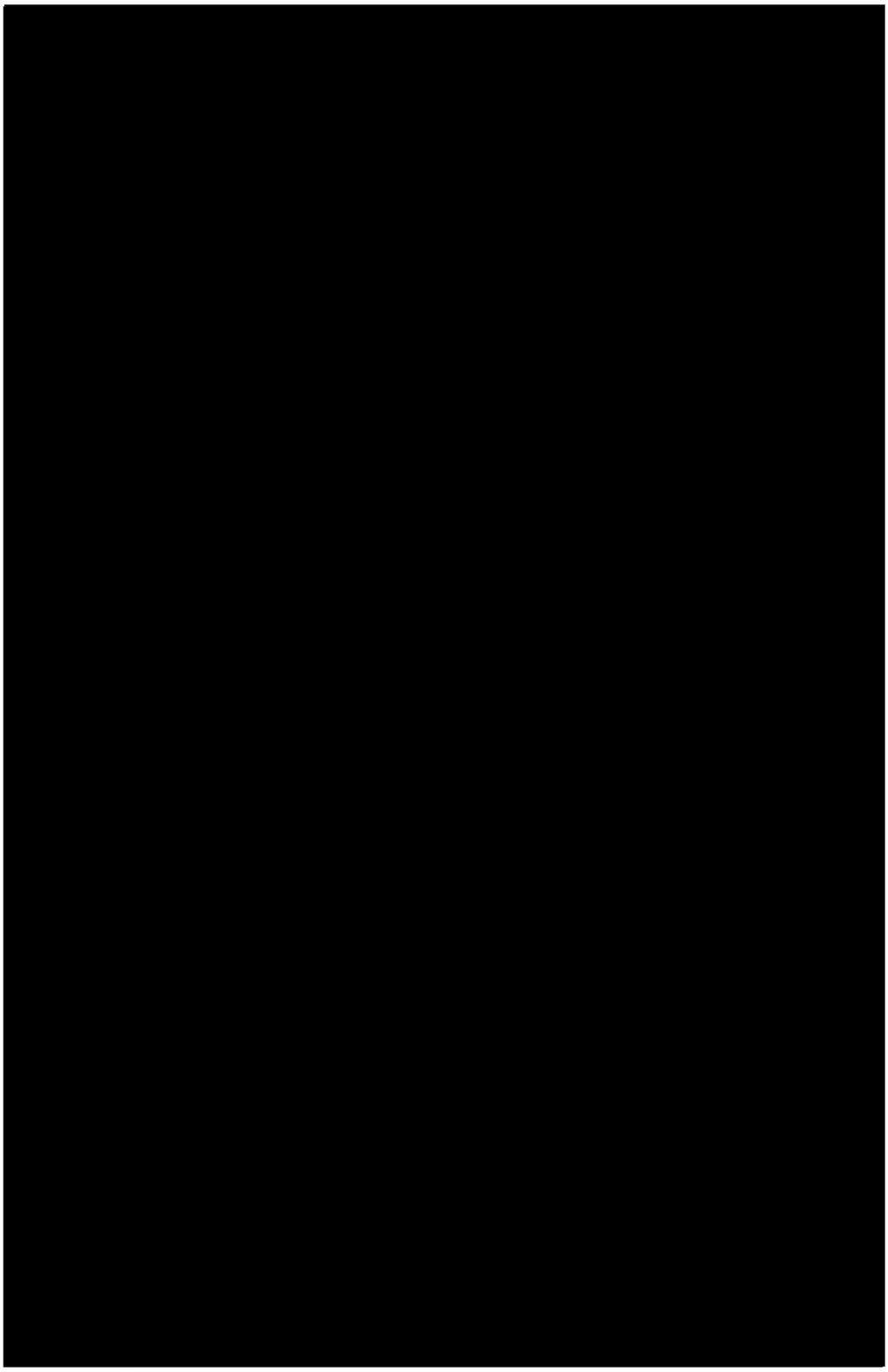
AGREEMENT

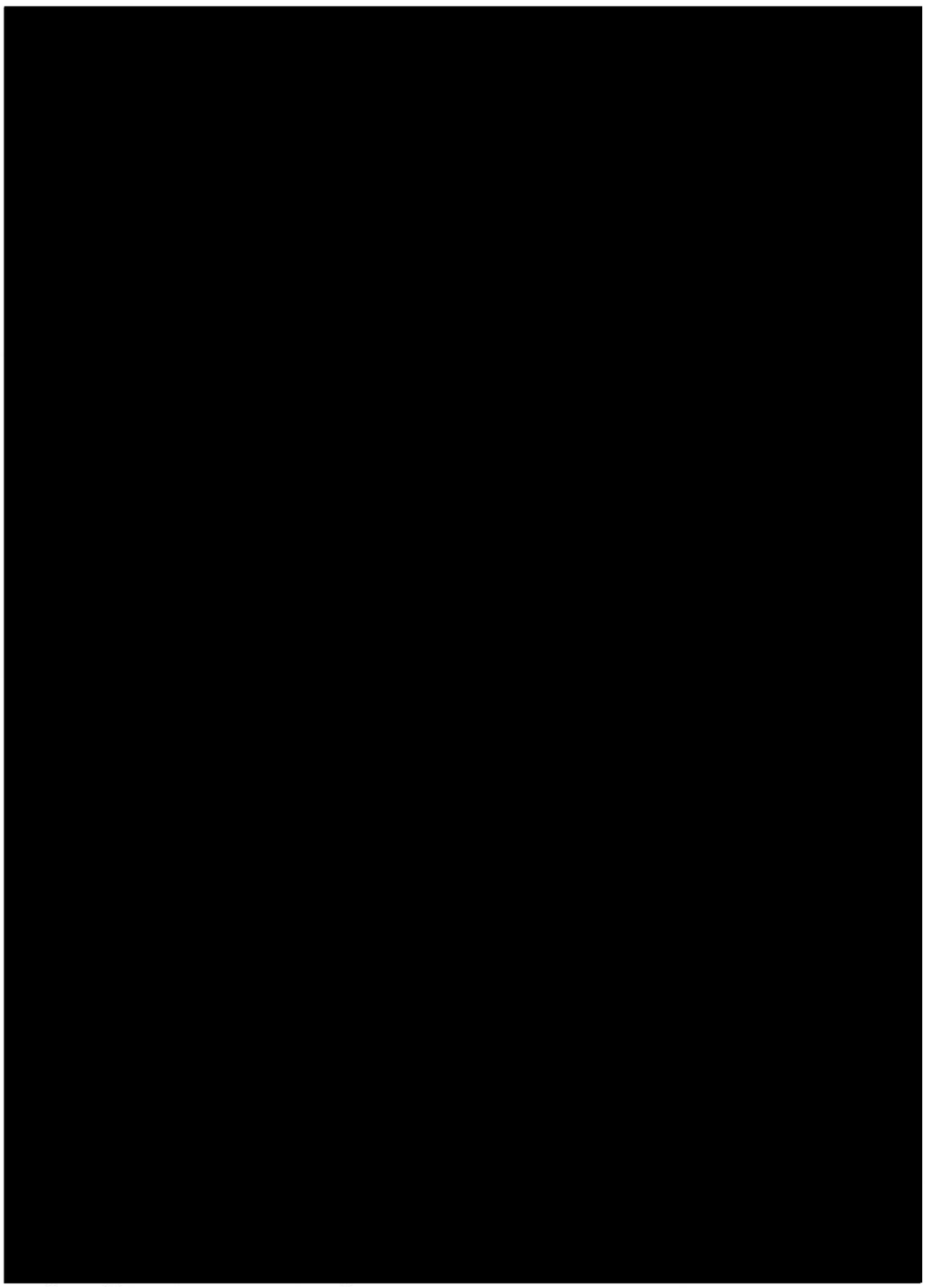
1. Revised Merger Consideration. Section 1(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

> "(e) Merger Consideration. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Seller shall be entitled to receive cash and securities having an aggregate total value of up to Sixty-Five Million Dollars ($65,000,000) (subject to adjustment as provided in this Agreement) (the "**Merger Consideration**"), which shall be payable or issuable to Seller by Buyer or Parent, as applicable, as follows:
>
> (i) Eight Million Seven Hundred Thousand (8,700,000) shares of Parent Common Stock (the "**Merger Stock Consideration**");
>
> (ii) Five Million Dollars ($5,000,000) evidenced by an unsecured promissory note issued by Buyer, Merger Sub and Valiant (the "**5-Year Merger Note Consideration**") bearing interest at the rate of [redacted] per annum, with interest payable in cash quarterly and maturing sixty (60) months from the date of issuance thereof, at which time all principal and accrued but unpaid interest shall be due and payable (the "**5-Year Note**");
>
> (iii) Eleven Million Five Hundred Thousand Dollars ($11,500,000) evidenced by an unsecured promissory note issued by Buyer, Merger Sub and Valiant (the "**3-Year Merger Note Consideration**, and together with the 5-Year Merger Note Consideration, the "**Merger Note Consideration**") bearing interest at the rate of [redacted] per annum, with interest payable in cash quarterly and maturing thirty-six (36) months from the date of issuance thereof, at which time all principal and accrued but unpaid interest shall be due and payable (the "**3-Year Note**", and together with the 5-Year Note, the "**Notes**"); and
>
> (iv) Five Million Dollars ($5,000,000) in cash (the "**Merger Cash Consideration**")."

2. Revision to Additional Merger Consideration. Section 1(f) of the Agreement is hereby deleted in its entirety and replaced with the following:

> "(f) Additional Merger Consideration. In addition to the Merger Consideration, Seller may receive up to an additional Ten Million Dollars ($10,000,000) (the "**Additional Merger Consideration**") in the form of added principal to the 3-Year Note or Parent Common Shares as follows:
>
> [redacted]





3. Revision to Merger Consideration Reconciliation. Section 1(i)(viii) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(viii) Upon all NRM Reconciliation Items becoming NRM Accepted Reconciliation Items in accordance with this Section 1(i): (A) if it is determined, on aggregate, that the Merger Consideration paid by Buyer to Seller on the Closing Date was less than it should have been, Buyer shall pay to Seller, in cash, the difference between the aggregate amounts owed to Seller on the Closing Date as determined in accordance with this Section 1(i) and the actual amount paid by Buyer to Seller on the Closing Date; and (B) if it is determined, on aggregate, that the Merger Consideration paid by Buyer to Seller on the Closing Date was more than it should have been, Buyer shall be entitled to decrease that the principal amount of the 5-Year Note by the difference between the amount paid by Buyer to Seller on the Closing Date and the actual amount owed to Seller on the Closing Date as determined in accordance with this Section 1(i). Any excess amount owed by Seller to Buyer beyond the 5-Year Merger Note Consideration pursuant to this Section 1(i) shall be paid by reducing the principal amount of the 3-Year Note, and any excess remaining thereafter shall be paid by Seller to Buyer, in cash, by wire transfer of immediately available funds. All payments pursuant to this Section 1(i) shall be made within thirty (30) days of the date the last NRM Reconciliation Item becomes an NRM Accepted Reconciliation Item."

4. Revision to Company Interest Purchase Consideration Reconciliation. Section 2(e)(viii) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Upon all Companies Reconciliation Items becoming Companies Accepted Reconciliation Items in accordance with this Section 2(e): (A) if it is determined, on aggregate, that the Company Interest Purchase Consideration paid by Buyer to Seller on the Closing Date was less than it should have been, Buyer shall pay to Seller, in cash, the difference between the aggregate amounts owed to Seller on the Closing Date as determined in accordance with this Section 2(e) and the actual amount paid by Buyer to Seller on the Closing Date; and (B) if it is determined, on aggregate, that the Company Interest Purchase Consideration paid by Buyer to Seller on the Closing Date was more than it should have been, Buyer shall be entitled to decrease the principal amount of the 5-Year Note by the difference between the amount paid by Buyer to Seller on the Closing Date and the actual amount owed to Seller on the Closing Date as determined in accordance with this Section 2(e). Any excess amount owed by Seller to Buyer beyond the 5-Year Merger Note Consideration pursuant to this Section 2(e) shall be paid by reducing the principal amount of the 3-Year Note, and any excess remaining thereafter shall be paid by Seller to Buyer, in cash, by wire transfer of immediately available funds. All payments pursuant to this Section 2(e) shall be made within thirty (30) days of the date the last Company Interest Purchase Consideration Reconciliation Item becomes a Company Interest Purchase Consideration Accepted Reconciliation Item."

[redacted]

[redacted]

[redacted]

7. Revised Closing Condition. Section 9(b)(viii) of the Agreement is hereby deleted in its entirety and replaced with the following:

[redacted]

8. Removal of Holdback Shares. Section 10(h) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Intentionally Omitted"

[redacted]

[redacted]

[redacted]

[redacted]

11. Deleted Definitions. The following definitions shall be deleted from Section 14 of the Agreement in their entirety:

[redacted]

12. Revised Definitions. The following definitions in Section 14 of the Agreement shall be deleted in their entirety and replaced with the following:

> ""**Merger Cash Consideration**" has the has the meaning set forth in Section 1(e)(iv)."

> ""**Merger Note Consideration**" has the has the meaning set forth in Section 1(e)(iii)."

> ""**Notes**" has the has the meaning set forth in Section 1(e)(iii)."

13. Added Definitions. The following definitions shall be added to Section 14 of the Agreement:

> ""**3-Year Merger Note Consideration**" has the has the meaning set forth in Section 1(e)(iii)."

""**3-Year Note**" has the has the meaning set forth in Section 1(e)(iii)."

""**5-Year Merger Note Consideration**" has the has the meaning set forth in Section 1(e)(ii)."

""**5-Year Note**" has the has the meaning set forth in Section 1(e)(ii)."

14. Miscellaneous.

a. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

b. Ratification. Except to the extent expressly modified by this Amendment, the parties reconfirm and ratify the Agreement and confirm that the Agreement has remained in full force and effect, to the extent set forth therein, since the date of its execution.

c. No Strict Construction. The parties have participated jointly in the negotiation and drafting of this Amendment. In the event an ambiguity or question of intent or interpretation arises, this Amendment shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Amendment.

d. Counterparts. This Amendment and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the date first written above.

JUSHI INC

By: /s/ Jon Barack
Name: Jon Barack
Title: President

SAMMARTINO INVESTMENTS LLC

By: /s/ Robert Carr_
Name: Robert Carr
Title: Manager