SEDAR VERSION

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

CURALEAF HOLDINGS, INC.,

GREENHOUSE MERGERCO, INC.,

GR COMPANIES, INC.

and

THE SELLER REPRESENTATIVE IDENTIFIED HEREIN

Dated as of July 17, 2019

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Company Disclosure Letter

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger dated as of July 17, 2019 (this "***Agreement***"), by and among Curaleaf Holdings, Inc., a publicly-traded corporation listed on the Canadian Securities Exchange and existing under the laws of British Columbia, Canada ("***Curaleaf***" or "***Parent***"), Greenhouse MergerCo, Inc., a Delaware corporation that is a direct wholly owned subsidiary of Parent ("***Merger Sub***"), GR Companies, Inc., a Delaware corporation (the "***Company***"), and GR Shareholder Representative, LLC, a Delaware limited liability company, solely in its capacity as the shareholder representative, agent and attorney-in-fact of the Participating Securityholders (the "***Seller Representative***"). All capitalized terms used but not otherwise defined herein have the meanings set forth or referenced in Section 1.1.

PRELIMINARY STATEMENT

WHEREAS, the board of directors of each of Curaleaf, Merger Sub and the Company has approved and declared advisable this Agreement, the merger of Merger Sub with and into the Company (the "***Merger***") and the other Contemplated Transactions, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Parent, as the sole stockholder of Merger Sub, has approved and adopted this Agreement, the Merger and the other Contemplated Transactions;

WHEREAS, the board of directors of the Company (the "***Company Board***") has recommended adoption of this Agreement by its stockholders and directed that this Agreement be submitted to its stockholders for adoption;

WHEREAS, prior to the execution and delivery of this Agreement, in order to induce the Parent Entities to enter into this Agreement, each of the Core Securityholders executed and delivered to Parent a Voting and Support Agreement, pursuant to which such Core Securityholder, subject to the terms and conditions therein, committed to vote all of his shares of Common Stock in favor of the Merger and the other Contemplated Transactions;

WHEREAS, prior to the execution and delivery of this Agreement, *[redacted – name of individual]* executed and delivered to the Company an Intellectual Property Assignment Agreement, in form and substance that was satisfactory to Parent, pursuant to which *[redacted – name of individual]* transferred and assigned to the Company all of his right, title and interest in and to intellectual property owned by him, directly and indirectly, that is being or has been used by any of the Acquired Companies in connection with the Business (the "***[redacted – name of individual] IP***");

WHEREAS, following the consummation of the Merger, Parent may contribute all the shares of Common Stock of the Surviving Corporation into its wholly owned Subsidiary, Curaleaf Inc., which will then be the direct parent of the Surviving Corporation;

WHEREAS, for U.S. federal income tax purposes, Curaleaf, Merger Sub and the Company intend that the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code, that this Agreement will constitute a "plan of reorganization" with the meaning of Treasury Regulations Sections 1.368-1(c), 1.368-2(g) and 1.368-3(a), and that Curaleaf, Merger

Sub and the Company will each be a "party to the reorganization" within the meaning of Section 368(b) of the Code; and

WHEREAS, in order to induce the Parent Entities to enter into this Agreement and to consummate the Contemplated Transactions, at the Closing, (a) each Key Executive and the Company or another Acquired Company shall enter into an employment agreement in form and substance to be agreed between Parent and each Key Executive and on terms no less favorable in all material respects to such Key Executive as contained in such Key Executive's current employment agreement with the Company (each, an "***Employment Agreement***"), (b) each of the Core Securityholders, on the one hand, and Parent, on the other hand, shall enter into a non-competition agreement in form and substance to be agreed between the Core Securityholders and the Parent (each, a "***Non-Competition Agreement***") and (c) each Participating Securityholder shall enter into (i) a customary release in favor of the Acquired Companies, which release will be included in the Letter of Transmittal and will be effective as of the Effective Time; and (ii) a Lock-Up Agreement, which Lock-Up Agreement will be included or incorporated in the Letter of Transmittal delivered by each Participating Securityholder in connection with the Merger and will be effective as of the Effective Time.

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

ARTICLE I
DEFINITIONS; INTERPRETATION

Section 1.1 Definitions. For the purposes of this Agreement, each of the following terms shall have the following respective meanings:

"***280G Payments***" has the meaning set forth in Section 7.6.

"***280G Stockholder Vote***" has the meaning set forth in Section 7.6.

"***A&R Stockholders Agreement***" means that certain Amended and Restated Stockholders Agreement dated March 14, 2019.

"***AAA***" has the meaning set forth in Section 11.8(b)(i).

"***Accounting Fees***" has the meaning set forth in Section 3.6(b)(iii).

"***Acquired Company***" means each of the Company, its Subsidiaries and the other entities previously identified by the Company to Parent on the date of this Agreement as an Acquired Company.

"***Action***" means any claim, action, cause of action, demand, lawsuit, litigation, arbitration, opposition, interference, inquiry, investigation, audit, notice of violation, citation, summons, subpoena, examination or other legal or administrative proceeding (whether sounding in contract, tort or otherwise, whether civil or criminal and whether brought at law or in equity).

"***Additional Subordinate Shares***" means a number of Subordinate Shares equal to the quotient obtained by dividing $40,000,000 by the higher of (i) 10-day volume-weighted average price per Subordinate Share, determined as of the close of business on the last Business Day prior to the Closing Date, on the CSE and (ii) eighty-five percent (85%) of the 1-day volume-weighted average price per Subordinate Share determined two trading days prior to the Closing Date of such Subordinate Shares on the CSE.

"***Adjustment Escrowed Cash***" means Five Million Dollars ($5,000,000).

"***Affiliate***" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person.

"***Agreement***" has the meaning set forth in the Preamble.

"***Ancillary Agreements***" means the Escrow Agreement, the Employment Agreements, the Non-Competition Agreements, the Voting Agreement, the Registration Rights Agreement and all other agreements required to be entered into in connection with this Agreement to which any Party or any Participating Securityholder or any of their respective Affiliates will be a party.

"***Antitrust Law***" means each of the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, Foreign Competition Laws and any other U.S. federal, state and local statutes, standards, ordinances, codes, decrees, rules or regulations, administrative and judicial doctrines and other Laws designed or intended to prohibit, restrict or regulate actions for the purpose or effect of monopolization, restraint of trade or lessening of competition through merger or acquisition.

"***Antitrust Order***" has the meaning set forth in Section 6.7(d).

"***Appraisal Shares***" has the meaning set forth in Section 2.4(d).

"***Assets***" means all properties, assets and rights of every kind, nature and description whatsoever whether tangible or intangible, real, personal or mixed, wherever located.

"***Base Cash Amount***" means $75,000,000.

"***Business***" means the business of the Acquired Companies as operated on the date hereof, including the (a) cultivation, manufacture, processing, marketing, promotion and wholesale and retail sale and distribution of cannabis products, including edibles, and extracts and (b) design, development, manufacture, processing, marketing, promotion and retail and wholesale sale and distribution of products that enable persons to consume cannabis in different forms, including vape pens, cartridges and other related products, and related activities, including all products processed under or using Company Intellectual Property, including the "*[redacted – trademark]*", "*[redacted – trademark]*", "*[redacted – trademark]*", "*[redacted – trademark]*", "*[redacted – trademark]*" Trademarks and all related or similar brand names.

"***Business Day***" means any day other than a Saturday, Sunday or other day on which banks in New York, New York or Toronto, Canada are required or authorized to be closed.

"***Canadian Securities Laws***" means all applicable Canadian provincial securities Laws.

"***Cancelled Shares***" has the meaning set forth in Section 2.4(b).

"***Cannabis License***" means any temporary, provisional or permanent permit, license or authorization from or registration with any Governmental Authority that regulates the cultivation, manufacture, processing, marketing, sale or distribution of cannabis products, whether for medical or recreational use.

"***Cap***" means the aggregate cash value of the General Indemnity Escrow Shares at Closing, with each General Indemnity Escrow Share being valued at an amount equal to the 10-day volume-weighted average price per Subordinate Share, determined as of the close of business on the last Business Day prior to the Closing Date, on the CSE or other market with higher trading volume.

"***Cap Ex Cash***" means the amount of cash that is budgeted for completion of the capital improvements, projects or investments following the Effective Time by the Company or any other Acquired Company pursuant to Part A of the Cap Ex Plan (as may be modified during the Pre-Closing Period pursuant to Section 6.3(b)).

"***Cap Ex Expenses***" means all costs, fees and expenses of the Acquired Companies incurred prior to the Effective Time in connection with the implementation of the Cap Ex Plan and in accordance with the budget set forth therein.

"***Cap Ex Plan***" means, as it may be modified during the Pre-Closing Period in accordance with Section 6.3(b), the plan, including the budget and schedule, for capital improvements and the related expenditures to be made by or on behalf of the Acquired Companies, the initial plan being attached as Schedule 1.1(a) hereto, which Cap Ex Plan is organized into Parts A and B and on a state-by-state basis by Acquired Company.

"***Cap Ex Reimbursed Expenses***" all Cap Ex Expenses incurred prior to the Effective Time in connection with (a) the implementation of Part B of the Cap Ex Plan or (b) any other capital improvements, projects or investments otherwise mutually agreed between Parent and the Company.

"***Cap Ex Unreimbursed Expenses***" all Cap Ex Expenses incurred prior to the Effective Time in connection with the implementation of Part A of the Cap Ex Plan.

"***Cash***" means (a) the aggregate amount of all cash and cash equivalents required or permitted to be reflected as cash and cash equivalents on a balance sheet of an Acquired Company as of a given date prepared in accordance with IFRS, including cash and checks received by any Acquired Company or its bank prior to such date whether or not cleared and less any checks written by, or wires issued by or on behalf of, any Acquired Companies prior to such date but not yet cleared, *plus* (b) Cash Add Backs.

"***Cash Add Backs***" means the *sum* of the following (a) the aggregate amount of the Permitted M&A Expenses paid prior to the Closing, (b) the aggregate amount of the Covered Paid Company Transaction Expenses, (c) the aggregate amount of any interest payments made by or on

behalf of any of the Acquired Companies under the Line of Credit prior to the Effective Time and (d) the aggregate amount of the Cap Ex Reimbursed Expenses paid prior to the Effective Time.

"***CD Escrow Shares***" means the number of Subordinate Shares equal to the aggregate number of Subordinate Shares that would be issuable to the holders of Convertible Debentures that remain outstanding immediately following the Effective Time if all such holders elected to convert such Convertible Debentures following the Effective Time as provided in Section 3.6(a) (for the avoidance of doubt, excluding any Convertible Debentures exchanged for shares of Common Stock prior to the Effective Time or exchanged for Merger Consideration at the Effective Time pursuant to Section 3.6(a)(i)).

"***CD Escrowed Cash***" means an aggregate dollar amount of cash payable to the holders of Convertible Debentures that remain outstanding immediately following the Effective Time if all such holders elected to (i) sell such Convertible Debentures following the Effective Time as provided in Section 3.6(a) (for the avoidance of doubt, excluding any Convertible Debentures exchanged for shares of Common Stock prior to the Effective Time or exchanged for Merger Consideration at the Effective Time pursuant to Section 3.6(a)(i)) or (ii) hold such Convertible Debentures to maturity, subject to the proviso at the end of the last sentence of Section 3.6(a)(i).

"***Certificate***" has the meaning set forth in Section 2.7.

"***Certificate of Merger***" has the meaning set forth in Section 2.2.

"***Change of Company Board Recommendation***" has the meaning set forth in Section 6.7(a).

"***Closing***" has the meaning set forth in Section 3.1.

"***Closing Balance Sheet***" has the meaning set forth in Section 3.6(b)(i).

"***Closing Cash***" means the Cash of the Acquired Companies immediately prior to the Effective Time.

"***Closing Cash Amount***" means the Base Cash Amount, *plus* or *minus* the Estimated Net Adjustment.

"***Closing Cash Payment***" means, if the Closing Cash Amount exceeds the amount of Escrowed Cash, the Closing Cash Amount minus the Escrowed Cash.

"***Closing Cash Shortfall***" means, if the amount of Escrowed Cash exceeds the Closing Cash Amount, the absolute value of the amount equal to the Closing Cash Amount minus the Escrowed Cash.

"***Closing Date***" has the meaning set forth in Section 3.1.

"***Closing Indebtedness***" means the Indebtedness of the Acquired Companies immediately prior to the Effective Time.

"***Closing Share Consideration***" has the meaning set forth in Section 3.2(a)(i).

"***Closing Statement***" has the meaning set forth in Section 3.6(b)(i).

"***Closing Working Capital***" means (a) the consolidated amount of all current assets of the Acquired Companies, excluding Cash, Biological Assets (as defined under IAS 41), income tax assets and deferred tax assets and any intercompany balances between or among any of the Acquired Companies, *less* (b) the consolidated current liabilities of the Acquired Companies, excluding Indebtedness, Company Closing Bonuses, Company Transaction Expenses, Company Reorg Expenses, Permitted M&A Expenses, amounts due under the Convertible Debentures, Cap Ex Expenses that are incurred but not paid prior to the Effective Time, amounts owed under the Line of Credit, income tax payables, deferred tax liabilities and any intercompany balances between or among any of the Acquired Companies, in each case, determined as of immediately prior to the Effective Time (without regard to the effects of the Contemplated Transactions) and as determined on a consolidated basis in accordance with IFRS applied on a basis consistent with the Company's past practices and as further adjusted in accordance with the methodologies set forth on Exhibit A. An illustrative example of the calculation of the Closing Working Capital as of May 31, 2019 using the applicable methodologies is set forth on Exhibit A.

"***Code***" means the U.S. Internal Revenue Code of 1986.

"***Common Stock***" means the common stock, no par value, of the Company.

"***Company***" has the meaning set forth in the Preamble.

"***Company Acquisition Proposal***" has the meaning set forth in Section 6.8(g).

"***Company Associates***" means the directors, officers and employees of the Acquired Companies.

"***Company Board***" has the meaning set forth in the Recitals.

"***Company Board Recommendation***" has the meaning set forth in Section 6.6(a).

"***Company Certificate***" has the meaning set forth in Section 8.2(d).

"***Company Closing Bonuses***" means all obligations of any Acquired Company in respect of severance, change of control payments (including in respect of phantom equity awards), stay bonuses, retention bonuses, transaction bonuses and other similar payments under the terms of any employment agreement, plan or other agreement or arrangement, in the case of each of the foregoing, to the extent payment thereof becomes due or arises and becomes payable, whether prior to, at or after the Effective Time, solely as a result of the consummation of the Merger (and not in combination with any other Event); provided, however, that any severance, change of control payments (including in respect of phantom equity awards), stay bonuses, retention bonuses, transaction bonuses and other similar payments payable to any Continuing Employee following the Effective Time (other than solely as a result of the consummation of the Merger) under the terms of any employment agreement, plan or other agreement or arrangement provided by an Acquired Company, the Surviving Corporation or Parent shall not be treated as Company Closing

Bonuses; and provided further that Company Closing Bonuses specifically include the bonuses provided under Stay Bonus Letter Agreements described on Section 6.2(b)(ii) (or any other Section) of the Company Disclosure Letter.

"***Company Closing Statement***" has the meaning set forth in Section 3.3(a).

"***Company Counsel***" has the meaning set forth in Section 7.7(b).

"***Company Disclosure Letter***" means the Disclosure Letter delivered by the Company to Parent simultaneously with the execution and delivery of this Agreement with respect to the Company's representations and warranties set forth in Article IV of this Agreement.

"***Company Financials***" has the meaning set forth in Section 4.6(a).

"***Company Insurance Policies***" has the meaning set forth in Section 4.19.

"***Company Intellectual Property***" means the Company Owned Intellectual Property and the Company Licensed Intellectual Property, excluding any *[redacted – name of individual]* IP.

"***Company IP Contracts***" has the meaning set forth in Section 4.10(g).

"***Company Leased Real Property***" has the meaning set forth in Section 4.9(b).

"***Company Leases***" has the meaning set forth in Section 4.9(b).

"***Company Licensed Intellectual Property***" means all Intellectual Property of a third Person that is licensed to an Acquired Company.

"***Company LLC Agreement***" has the meaning set forth in Section 4.5(h)(ii).

"***Company Material Contracts***" has the meaning set forth in Section 4.14(a).

"***Company Owned Intellectual Property***" means any Intellectual Property owned by any of the Acquired Companies.

"***Company Plan***" has the meaning set forth in Section 4.13(a).

"***Company Recommendation Change Notice***" has the meaning set forth in Section 6.8(d)(iii).

"***Company Registrations***" has the meaning set forth in Section 4.10(a).

"***Company Reorg Expenses***" means all costs, fees and expenses of the Acquired Companies paid or incurred to implement the Reorg Plan, including the costs associated with exercising options, seeking regulatory approvals, negotiating with partners, and otherwise completing the process of removing outside owners from the corporate structure as expressly set forth in the Reorg Plan.

"***Company Stockholder Approval***" has the meaning set forth in Section 6.6(a).

"***Company Superior Proposal***" has the meaning set forth in Section 6.8(g).

"***Company Tax Return***" has the meaning set forth in Section 7.2(b)(i).

"***Company Technology***" means any and all Technology owned or used or held for use by the Acquired Companies in the Business.

"***Company Transaction Expenses***" means (a) all costs, fees and expenses of the Acquired Companies incurred prior to the Effective Time in connection with the preparation, negotiation, drafting, execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions, including legal, accounting, investment banking, advisory and other costs, fees and expenses of representatives engaged by any of the Acquired Companies; (b) the fees and expenses payable to the Escrow Agent pursuant to the Escrow Agreement and the Exchange Agent pursuant to the Exchange Agreement; and (c) the insurance premiums and expenses incurred in connection with obtaining the D&O Insurance Policy; provided, however, that Company Transaction Expenses shall not include: (i) Taxes, (ii) any amount taken into account in the determination of Closing Working Capital, Closing Indebtedness, Company Closing Bonuses, (iii) any costs, fees or expenses incurred or payable by any Acquired Company for or on behalf of any Securityholder, including the Expense Fund, or (iv) any Company Reorg Expenses, Cap Ex Reimbursed Expenses, Cap Ex Unreimbursed Expenses or Permitted M&A Expenses.

"***Company Warranty Breach***" has the meaning set forth in Section 10.2(a)(i).

"***Company's Knowledge***" or "***Knowledge of the Company***" means the actual knowledge of *[redacted – names of individuals]* of the fact or other matter at issue after reasonable inquiry of Persons who would reasonably be expected to have knowledge of the relevant events, facts or circumstances.

"***Compensation***" means, with respect to any Company Associate, all salaries, compensation, remuneration, bonuses or benefits (including issuances or grants of Equity Interests) paid or provided by the Acquired Companies to or for the benefit of such Company Associate.

"***Confidentiality Agreement***" means the Mutual Nondisclosure Agreement dated as of October 31, 2018 between Parent and the Company.

"***Consent***" means any approval, consent, ratification, waiver, clearance or other authorization of, notice to, or registration, licensure, qualification, designation, declaration or filing with any Person.

"***Contemplated Transactions***" means the transactions contemplated by this Agreement, including (a) the Merger, (b) the execution and delivery of the Ancillary Agreements and (c) the payment of the fees and expenses relating thereto.

"***Continuing Employee***" has the meaning set forth in Section 7.1(a).

"***Contract***" means, with respect to any Person, any contract, agreement, lease, sublease, license, sublicense, terms and conditions, policy or other legally enforceable promise, arrangement

or understanding, whether written or oral, to which or by which such Person is a party or is bound that is in effect.

"***control***" including the correlative terms "controlling", "controlled by" and "under common control with" means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of a Person.

"***Convertible Debentures***" means the Secured 8% Convertible Debentures payable on March 15, 2021 in the aggregate principal amount of Ninety Million Dollars ($90,000,000) issued by the Company to the Persons identified on Section 4.5(c) of the Company Disclosure Letter.

"***Converting Holder***" has the meaning set forth in Section 3.6(a)(v).

"***Copyrights***" has the meaning set forth in the definition of Intellectual Property.

"***Core Securityholders***" means each of the Persons identified on Schedule 1.1(b).

"***Core Securityholders' Shares***" has the meaning set forth in Section 7.10(a).

"***Costs***" has the meaning set forth in Section 7.3(a).

"***Covered Paid Company Transaction Expenses***" means one-half of all Company Transaction Expenses paid by or on behalf of any of the Acquired Companies prior to the Closing (disregarding any payment made pursuant to Section 3.4); *provided* that in no event will the *sum* of (a) Covered Paid Company Transaction Expenses *plus* (b) Covered Unpaid Company Transaction Expenses exceed Five Million Dollars ($5,000,000).

"***Covered Unpaid Company Transaction Expenses***" means one-half of all Company Transaction Expenses incurred but not paid by or on behalf of any of the Acquired Companies prior to the Closing (disregarding any payments made pursuant to Section 3.4); *provided* that in no event will the *sum of* (a) the Covered Unpaid Company Transaction Expenses *plus* (b) the Covered Paid Company Transaction Expenses exceed Five Million Dollars ($5,000,000).

"***CSE***" means the Canadian Securities Exchange.

"***Curaleaf***" has the meaning set forth in the Preamble.

"***D&O Indemnified Person(s)***" has the meaning set forth in Section 7.3(a).

"***D&O Insurance Policy***" has the meaning set forth in Section 7.3(d).

"***Debenture Documents***" has the meaning set forth in Section 3.6(a)(v).

"***Deductible***" has the meaning set forth in Section 10.2(b)(i).

"***Deliver***", including various tenses thereof and the related noun "***Delivery***", when used in connection with the Company's obligation to "Deliver" the Not Owned Companies and their

respective Cannabis Licenses in accordance with the Reorg Plan, means, in respect of each Not Owned Company, that (a) the equity ownership of such Not Owned Company and any related Support Agreement or Option Agreement will be, as of the relevant time of determination, (i) as agreed upon in the Reorg Plan, (ii) Enforceable by the applicable Acquired Company, and (iii) to the Company's Knowledge, Enforceable against each other party thereto, including any Not Owned Company or the members thereof; (b) all other steps (including the amendment to any applicable agreements, the resignation and appointment of officers, directors and managers, etc.) as agreed upon in the Reorg Plan with respect to such Not Owned Company have been completed as of the relevant time of determination; (c) all applicable Consents from each Governmental Authority shall have been obtained as agreed upon in the Reorg Plan; (d) the applicable cultivation, processing or dispensary Cannabis License(s) will be in good standing as of the date on which it is Delivered and the Closing Date; and (e) there will be no breach of (i) the Company's representations and warranties with respect to such Not Owned Company or (ii) the Company's covenants related to such Not Owned Company that, in either case, has resulted in a permanent loss or permanent suspension of any related cultivation, processing or dispensary Cannabis License of such Not Owned Company.

"***Delivered Acquired Companies***" means, (i) as of the date hereof, the Acquired Companies, taken as a whole, and (ii) as of the Closing Date, the Acquired Companies (but excluding any Not Owned Company that is not Delivered at Closing), taken as a whole.

"***Delivered Business***" means, (i) as of the date hereof, the Business, taken as a whole, and (ii) as of the Closing Date, the Business, taken as a whole, (excluding the business of any Not Owned Company that is not Delivered at Closing).

"***Designated Deliveries***" means the Deliveries mutually agreed to by Parent and the Company on the date hereof as "Designated Deliveries."

"***Designated Director***" has the meaning set forth in Section 7.10(d).

"***DGCL***" means Title 8, Chapter 1 of the Delaware Code Delaware General Corporation Law, et seq.

"***Director Election Meeting***" has the meaning set forth in Section 7.10(d).

"***Director Designee***" has the meaning set forth in Section 7.10(c).

"***Director Requirements***" has the meaning set forth in Section 7.10(d).

"***Disclosure Update***" has the meaning set forth in Section 6.11(c).

"***Dispute Notice***" has the meaning set forth in Section 3.6(b)(ii).

"***Disputed Items***" has the meaning set forth in Section 3.6(b)(ii).

"***Dissenter Costs***" means the amount, if any, by which (a) the amount to be paid as a result of holders of Appraisal Shares having perfected (and not waived, withdrawn or otherwise lost) their rights pursuant to the DGCL *exceeds* (b) the Merger Consideration (with any Subordinate

Shares included in the Merger Consideration being valued at the Holdback Share Value) that such holders otherwise would have been entitled to receive pursuant to Section 2.4(c) with respect to such Appraisal Shares if no demand for appraisal or dissenters' rights had been made by the holders of such Appraisal Shares, together with all reasonable costs and expenses incurred by the Company or the Parent Entities after the Closing in connection with such holders' exercise of their respective appraisal rights.

"***Effective Time***" means 11:59 p.m., New York City Time, on the Closing Date.

"***Election Period***" has the meaning set forth in Section 3.6(a)(v).

"***Employee Plan***" means any plan, program, policy, or arrangement that is (a) a welfare plan within the meaning of Section 3(1) of ERISA, (b) a pension benefit plan within the meaning of Section 3(2) of ERISA, (c) a stock bonus, stock purchase, stock option, restricted stock, stock purchase, stock appreciation right or similar equity-based plan, program or arrangement or (d) any other material deferred-compensation, retirement, severance, change in control, welfare-benefit, reimbursement, bonus or incentive, profit-sharing, incentive, fringe-benefit or other compensation plan, program or arrangement.

"***Employment Agreement***" has the meaning set forth in the Recitals.

"***Encumbrance***" means any lien, license, restriction on use or transferability, option, pledge, security interest, mortgage, deed of trust, right of way, easement, encroachment, servitude, right of first offer or first refusal, buy/sell agreement or other similar restriction or covenant (other than, in the case of a security, any restriction on the transfer of such security arising solely under applicable Law) but, for the avoidance of doubt, does not include any license of Intellectual Property or restrictions on use and transferability imposed by licensors of Intellectual Property.

"***Enforceable***" means, with respect to any Contract stated to be enforceable by or against any Person, that such Contract is a legal, valid and binding obligation enforceable by or against such Person in accordance with its terms, except to the extent that enforcement of the rights and remedies created thereby is subject to bankruptcy, insolvency, reorganization, moratorium and other similar law of general application affecting the rights and remedies of creditors and to general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

"***Environmental Law***" means any applicable federal, state, local or foreign Law or other legal requirement relating to human or worker health and safety, pollution or the protection of the environment or natural resources, as the foregoing are or were enacted and in effect at any time on or prior to the Closing (notwithstanding Section 1.2).

"***Equity Interest***" means, with respect to any Person, (a) any capital stock, partnership or membership interest, unit of participation or other similar ownership interest (however designated) in such Person and (b) any option, warrant, purchase right, conversion right, exchange right or other Contract which would entitle any other Person to acquire any such ownership interest in such Person.

"***Equityholder***" means, as applicable, (a) in respect of the Equityholder Schedule (Initial), each Stockholder and each holder of a Convertible Debenture as of immediately prior to the Effective Time (giving effect to any exchange pursuant to Section 3.6(a)(i) and without regard to whether such Stockholder held Appraisal Shares as of such time) and (b) in respect of the Equityholder Schedule (Updated), each Stockholder as of immediately prior to the Effective Time (giving effect to any exchange pursuant to Section 3.6(a)(i) and without regard to whether such Stockholder held Appraisal Shares as of such time, except in the circumstance in which the appraisal rights for all Appraisal Share have either been perfected pursuant to the DGCL or otherwise been waived, withdrawn or otherwise lost) and each Converting Holder.

"***Equityholder Schedule (Initial)***" means the portion of the Payment Schedule delivered pursuant to Section 3.3(b)(i).

"***Equityholder Schedule (Updated)***" has the meaning set forth in Section 3.6(a)(v).

"***ERISA***" means the U.S. Employee Retirement Income Security Act of 1974.

"***ERISA Affiliate***" means any Person that would be considered a single employer with the Company under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

"***Escrow Agent***" has the meaning set forth in Section 3.4(a).

"***Escrow Agreement***" means the Escrow Agreement to be entered into at Closing by and among Parent, the Seller Representative and the Escrow Agent in form and substance mutually agreed to by Parent and the Company at least five (5) Business Days prior to the Closing.

"***Escrowed Cash***" means the *sum* of the CD Escrowed Cash *plus* the Adjustment Escrowed Cash *plus* the Reorg Escrowed Cash.

"***Escrowed Shares***" means the CD Escrow Shares, the Special Escrow Shares and the General Indemnity Escrow Shares.

"***Estimated Net Adjustment***" has the meaning set forth in Section 3.2(b).

"***Events***" has the meaning set forth in definition of Material Adverse Effect.

"***Excess CD Escrowed Cash***" means, (i) in the case of Section 3.6(a)(viii), the remaining portion of the CD Escrowed Cash, if any, in excess of the amount required to redeem the remaining Convertible Debentures pursuant to Section 3.6(a)(viii)(A) and (ii) in the case of Section 3.6(a)(ix), the remaining portion of the CD Escrowed Cash in excess of the amount required to pay at maturity the then outstanding principal balance, together with all accrued and unpaid interest, on remaining Convertible Debentures (that are not converted or sold pursuant to the Change of Control Purchase Offer).

"***Excess Amount***" has the meaning set forth in Section 3.6(b)(iv)(A).

"***Exchange Act***" has the meaning set forth in Section 5.6(d).

"***Exchange Agent***" means Acquiom Clearinghouse LLC, a Delaware limited liability company, or such other Person as is designated by Parent and reasonably acceptable to the Company.

"***Exchange Agreement***" means the Exchange Agreement to be entered into prior to Closing by and among Parent, the Seller Representative and the Exchange Agent.

"***Excluded Entity***" means each of the entities previously identified to Parent by the Company on the date of this Agreement as an Excluded Entity.

"***Excluded Intervening Event***" means (a) general changes after the date hereof in general economic conditions or in the industries in which the Company or its Subsidiaries operate; (b) changes in Law of general applicability or interpretations thereof by Governmental Authorities or changes in generally accepted accounting principles or in accounting standards; (c) the execution, announcement, pendency or performance of this Agreement or the consummation of the transactions contemplated hereby, including the impact thereof on relationships with customers, suppliers, distributors, partners or employees; (d) acts of war or terrorism (or the escalation of the foregoing); (e) a decrease in the market price or trading volume of the Subordinate Shares (in and of itself and not the underlying causes thereof), (f) the fact, in and of itself (and not the underlying causes thereof), that the Parent and its Subsidiaries failed to meet any projections, forecasts, or revenue or earnings predictions; and (g) the fact, in and of itself (and not the underlying causes thereof) that the Company and its Subsidiaries exceeded any projections, forecasts or revenue or earnings predictions, except to the extent, in the case of clauses (a), (b) and (d), such change, effect, circumstance, event or occurrence has a material and disproportionate effect on the Company and its Subsidiaries, taken as a whole, or Parent and its Subsidiaries, taken as a whole, compared with other companies operating in the industries in which the Company, Parent and their Subsidiaries operate.

"***Excluded Parent Representations***" means the representations and warranties of Parent in Section 5.1 (Organization), Section 5.2 (Power and Authorization), Section 5.3 (Authorization of Governmental Authorities), Section 5.4 (Non-Contravention), Section 5.5 (Capitalization; Subordinate Shares), Section 5.6 (Securities Laws Matters), Section 5.7 (Shareholders and Similar Arrangements and Related Matters), Section 5.8(e) (Financial Matters), Section 5.15 (Disclosures with Respect to Curaleaf), Section 5.16 (No Brokers), Section 5.17(a)(ii) (Legal Proceedings; Governmental Orders), Section 5.18 (Compliance with Laws; Permits), Section 5.19 (Investment Purpose) and Section 5.20 (No Other Representations; Non-Reliance).

"***Expended Reorg Cash***" has the meaning set forth in Section 7.11(b).

"***Expense Account***" has the meaning set forth in Section 7.5(e).

"***Expense Fund***" means the amount agreed between the Company and the Seller Representative, designated as an expense fund to be deposited by the Company, on behalf of the Participating Securityholders, with the Seller Representative prior to the Closing and held by the Seller Representative in the Expense Account.

"***Federal Cannabis Law***" means any U.S. federal laws, civil, criminal or otherwise, that is directly or indirectly related to the cultivation, harvesting, production, marketing, distribution, sale

and possession of cannabis, marijuana or related substances or products containing cannabis, marijuana or related substances, including the prohibition on drug trafficking under the Controlled Substances Act (21 U.S.C. § 801, et seq.), the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957 and 1960.

"***Final Cash Payment***" has the meaning set forth in Section 3.6(b)(iv)(A).

"***Foreign Competition Laws***" means all applicable non-U.S. Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition or restraint of trade.

"***Fundamental Representations***" means (a) the Company's representations and warranties set forth in Section 4.1 (Organization), Section 4.2 (Power and Authorization), Section 4.5 (Capitalization of the Company; Acquired Companies), Section 4.12 (Tax Matters) and Section 4.22 (No Brokers) and (b) the Parent Entities' representations and warranties set forth in Section 5.1 (Organization), Section 5.2 (Power and Authorization), Section 5.5 (Capitalization; Subordinate Shares), Section 5.6 (Securities Law Matters), Section 5.13 (Tax Matters) and Section 5.16 (No Brokers).

"***General Indemnity Escrow Shares***" means (a) if there is no Share Reorg Adjustment, 12,851,005 Subordinate Shares; or (b) if there is a Share Reorg Adjustment, then 12,851,005 Subordinate Shares *minus* the number of Subordinate Shares equal to 12.5% *multiplied by* the Subordinate Shares that constitute the Share Reorg Adjustment.

"***Governmental Authority***" means any U.S., Canadian or other non-U.S., federal, state, provincial, municipal or local governmental, regulatory, administrative or self-regulatory authority, agency, bureau, board, commission, court, judicial or arbitral body (public or private), department, political subdivision, tribunal or other instrumentality thereof, including the securities regulators in the Qualifying Jurisdictions and the CSE.

"***Governmental Order***" means any order, writ, judgment, injunction, decree, stipulation, ruling, decision, verdict, determination, award, fine or penalty made, issued or entered by any Governmental Authority.

"***Hazardous Material***" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, mold or fungi that may pose a danger to human health, and infectious materials but excluding butane, isopropyl alcohol, propane, pentane, isobutene, acetone and ethanol.

"***Holdback Share Value***" of a Subordinate Share means C$13.4318.

"***HSR Act***" means the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"***IFRS***" means the International Financial Reporting Standards issued by the International Accounting Standards Board, as in effect on the applicable date of determination.

"***Indebtedness***" means, with respect to any Person, and without duplication, (a) all principal, accrued interest, penalties (including any penalties related to pre-payment), fees and premiums of such Person (i) for borrowed money (including amounts outstanding under overdraft facilities) or (ii) evidenced by notes, bonds, debentures or other similar Contracts; (b) all Liabilities in respect of "earnout" obligations and other obligations for the deferred purchase price of property, goods or services (other than trade payables or accruals incurred in the Ordinary Course of Business); (c) all obligations in respect of letters of credit and bankers' acceptances; (d) all obligations of such Person in respect of any interest rate, commodity, currency or financial market swap, option, future or hedging or similar agreement; (e) all obligations created or arising under any conditional sale or other title retention agreement with respect to property acquired; and (f) all guarantees of the obligations described in clauses (a) through (e) above of any other Person; provided that "***Indebtedness***" shall not include (i) any intercompany indebtedness among the Acquired Companies, (ii) any amount taken into account in the determination of Closing Working Capital, Company Closing Bonuses or Company Transaction Expenses, (iii) the amounts due under the Convertible Debentures, (iv) Taxes, or (v) any Liabilities related to contracts entered into in respect of Permitted M&A in compliance with Section 6.3(d).

"***Indemnified Party***" has the meaning set forth in Section 10.4(a).

"***Indemnifying Party***" has the meaning set forth in Section 10.4(a).

"***Independent Accountant***" means a national accounting firm with experience valuing companies engaged in the Business mutually agreed to by Parent and the Seller Representative, which shall have certified to Parent and the Seller Representative that it is an independent firm without any prior relationship with Parent, the Company or their respective Subsidiaries; provided that, if such firm is unwilling or unable to serve as the "Independent Accountant", Parent and the Seller Representative shall, as promptly as is reasonably practicable, agree upon a substitute accounting firm with such experience that shall likewise certify its independence to Parent and the Seller Representative.

"***Information Systems***" means all computer hardware, and electronic data processing, communications and recordkeeping systems, including any outsourced systems and processes, and other similar or related items of automated, computerized and/or software systems that are used or relied on by the Acquired Companies or the Business

"***Initial Director Designee***" has the meaning set forth in Section 7.10(b).

"***Initial Observer***" has the meaning set forth in Section 7.10(b).

"***Intellectual Property***" means any intellectual property and proprietary rights in and to the following, as they exist and are recognized anywhere in the world, whether registered or unregistered: (a) patents, including any continuations, continuations-in-part, and divisionals, reissues, extensions and reexaminations thereof; (b) works of authorship, copyrights, in both published and unpublished works and all derivatives, translations, adaptations and combinations of the foregoing, and mask works (collectively, the "***Copyrights***"); (c) Software; (d) trade secrets

and all other proprietary rights in Technology; (e) trademarks, trade names, service marks, service names, brands, packaging design, slogans, trade dress and logos, and other source of business identifiers, and the goodwill associated therewith (collectively, the "***Trademarks***"); (f) domain names, and social media handles, (g) rights of privacy and publicity, and moral rights; (h) any and all registrations, applications, recordings, common-law rights and statutory rights relating to any of the foregoing; (i) all Actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and (j) all rights to obtain renewals, continuations, divisions, or other extensions of legal protections pertaining thereto.

"***Interim Company Financials***" has the meaning set forth on Section 4.6(a) of the Company Disclosure Letter.

"***IRS***" means the U.S. Internal Revenue Service.

"***Key Executives***" means the individuals identified on Schedule 1.1(c).

"***Knowledge Only Entity***" means each of the entities previously identified to Parent by the Company on the date of this Agreement as a Knowledge Only Entity.

"***Law***" means any U.S., Canadian or other non-U.S., federal, state, provincial, municipal or local law, statute, standard, ordinance, code, decree, rule, order or regulation, judgement, injunction, ordinance, code, guideline, notice, ruling, protocol, directive or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or with or under the authority of any Governmental Authority.

"***Letter of Transmittal***" means a letter of transmittal substantially in the form attached hereto as Exhibit B.

"***Liability***" means any liability, obligation or commitment of any nature whatsoever, whether asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"***Line of Credit***" has the meaning set forth in Section 7.12.

"***Listing Statement***" means the CSE Form 2A Listing Statement of Parent dated as of October 26, 2018, as filed on such date and available, as of the date of this Agreement, on SEDAR.

"***Lock-Up Agreement***" means a lock-up agreement in favor of Parent substantially in the form attached to the Letter of Transmittal.

"***Losses***" means any and all liabilities, interest, damages, disbursements, expenses, losses, injuries, Taxes, deficiencies, penalties, settlements (in accordance with Section 11.8), and reasonable fees, costs and expenses (including all reasonable legal, accounting, expert witness, consultant and other professional fees and all reasonable expenses and costs arising from the investigation, collection, prosecution, determination and defense of any Third-Party Claim incurred in accordance with Article X, including the reasonable cost of enforcing any right to indemnification hereunder and the cost of pursing any insurance that may be available); provided

that Losses shall not include any punitive damages except to the extent actually awarded, and required to be paid by an Indemnified Party, to a Governmental Authority or other third party.

"***Material Adverse Effect***" means, with respect to the Company, an Acquired Company, a Not Owned Company or Parent, as applicable, any event, circumstance, condition, change, effect or occurrence (collectively, "***Events***") that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on (a)(i) in the case of the Company, the results of operations, assets, Business or financial condition of the Acquired Companies, taken as a whole; (ii) in the case of an Acquired Company or a Not Owned Company, the results of operations, assets, Business or financial condition of such Acquired Company or Not Owned Company, as applicable; or (iii) in the case of Parent, the results of operations, assets, business or financial condition of Parent Entities and their respective Subsidiaries, taken as a whole; or (b) the ability of the Company or Parent, as applicable, to consummate the Contemplated Transactions, other than (in the case of clauses (a)(i), (a)(ii) and (a)(iii) only) any of the following Events (none of which may be taken into account in determining whether a Material Adverse Effect has occurred, other than with respect to any of the following clauses (i), (ii), (iv) or (v), to the extent such Event has or would be reasonably expected to have a materially disproportionate effect on the Acquired Companies, taken as a whole, an Acquired Company, a Not Owned Company or Parent Entities and their respective Subsidiaries, taken as a whole, as applicable, relative to other businesses operating in the industry in which the Acquired Companies, such Acquired Company, such Not Owned Company or Parent Entities and their respective Subsidiaries, respectively, operate) (and in any such case, only such materially disproportionate impact may be taken into account for purposes of determining if a Material Adverse Effect has occurred): (i) Events generally affecting the industry in which the Business (in the case of the Acquired Companies, an Acquired Company or a Not Owned Company) is conducted or the business of Parent Entities and their respective Subsidiaries (in the case of Parent) is conducted; (ii) Events generally affecting the economy or the debt, credit or securities markets; (iii) any acts of God, national disaster, outbreak or escalation of hostilities or declared or undeclared acts of war or terrorism, (iv) any changes or proposed changes in applicable Law (or interpretations thereof); (v) any changes or proposed changes in IFRS (or interpretations thereof); (vi) in the case of the Acquired Companies, any Events resulting from actions taken by any of the Acquired Companies that Parent has expressly requested in writing or to which Parent has expressly consented in writing or that are otherwise required or expressly contemplated by this Agreement; (vii) any failure of the Acquired Companies (as a whole), an Acquired Company, a Not Owned Company or Parent, as applicable, to meet projections, forecasts or revenue or earning predictions for any period (provided that, for the avoidance of doubt, the underlying factors causing such failure may be taken into account in determining whether a Material Adverse Effect has occurred); (viii) Events resulting from the announcement, pendency, existence or performance of, or compliance with, this Agreement and the Contemplated Transactions, including the impact thereof on relationships with customers, suppliers, partners or employees, or any litigation relating to this Agreement or the Contemplated Transactions; or (ix) in the case of Parent, changes from time to time (regardless of the direction thereof) in the trading prices of the Subordinate Shares on the CSE (provided that, for the avoidance of doubt, the underlying factors causing such change in trading price may be taken into account in determining whether a Material Adverse Effect has occurred).

"***Material Cannabis License***" or "***Material Cannabis Licenses***" has the meaning described in Section 4.3.

"***Merger***" has the meaning set forth in the Recitals.

"***Merger Consideration***" has the meaning set forth in Section 3.2(a).

"***Merger Sub***" has the meaning set forth in the Preamble.

"***Most Recent Balance Sheet Date***" means May 31, 2019.

"***Most Recent Company Balance Sheet***" has the meaning set forth in Section 4.6(a).

"***Multiple***" means the quotient obtained by dividing (y) an amount equal to the *sum of* (i) $*[redacted – amount] plus* or *minus* the Net Adjustment, *plus* (ii) the product of the 10-day volume weighted average price per Subordinate Share (converted to US dollars), determined as of the close of business on the last Business Day prior to the Closing Date on the CSE or other market with higher trading volume *multiplied by* the *sum of [redacted – amount] plus* the Additional Subordinate Shares by (z) *[redacted – amount]*.

"***Multiple Voting Shares***" has the meaning set forth in Section 5.5(a).

"***Net Adjustment***" has the meaning set forth in Section 3.6(b)(vii).

"***Non-Competition Agreement***" has the meaning set forth in the Recitals.

"***Not Owned Company***" means an Acquired Company that, as of the date of this Agreement or the Closing Date, as applicable, is not a Subsidiary of the Company.

"***Observer***" has the meaning set forth in Section 7.10(a).

"***Observer Designee***" has the meaning set forth in Section 7.10(g).

"***Off-The-Shelf Software***" means Software including software-as-a-service and cloud offerings) licensed from a third Person in the Ordinary Course of Business having a one-time acquisition cost or license fee not in excess of $50,000 or being subject to a subscription fee of (or averaging) less than $17,500 per month.

"***Option***" has the meaning set forth in Section 4.5(a).

"***Option Agreement***" means each option agreement between the Company or a Subsidiary of the Company and the equity owners of a Not Owned Company, pursuant to which the Company or such Subsidiary has the right, subject to the terms and conditions set forth therein and applicable state Law regarding the ownership of entities holding Cannabis Licenses in such state, to acquire all or part of the Equity Interests of such Not Owned Company.

"***Ordinary Course of Business***" means, with respect to any Person, an action taken by such Person in the ordinary course of such Person's business, consistent with past practices.

"***Organizational Documents***" means, with respect to any Person (other than an individual), (a) the certificate or articles of incorporation or organization and any limited liability company, operating or partnership agreement adopted or filed in connection with the creation, formation or

organization of such Person and (b) all by-laws and equity holder agreements to which such Person is a party relating to the organization or governance of such Person.

"***Other State Test Amount***" means the sum of the EBITDA (as mutually agreed to by Parent and the Company on the date hereof) attributable to each Not Owned Company (identified by Parent and the Company on the date hereof) that is not Delivered at the Closing in accordance with the Reorg Plan.

"***Owned Real Property***" means any real property owned by any of the Acquired Companies.

"***Parent***" has the meaning set forth in the Preamble.

"***Parent Benefit Plan***" has the meaning set forth in Section 7.1(a).

"***Parent Board***" has the meaning set forth in Section 7.10(a).

"***Parent Certificate***" has the meaning set forth in Section 8.3(d).

"***Parent Entities***" means Parent and Merger Sub and "***Parent Entity***" means either of Parent or Merger Sub, as applicable.

"***Parent Financials***" has the meaning set forth in Section 5.8(a).

"***Parent Group***" means Parent and each of its Subsidiaries.

"***Parent Guaranty***" has the meaning set forth in Section 3.6(a)(ii).

"***Parent Indemnified Parties***" has the meaning set forth in Section 10.2(a).

"***Parent Indemnifying Parties***" has the meaning set forth in Section 10.3(a).

"***Parent Registrar***" means the registrar of Subordinate Shares from time to time.

"***Parent Warranty Breach***" has the meaning set forth in Section 10.3(a)(i).

"***Parent's Knowledge***" or "***Knowledge of Parent***" means the actual knowledge of Boris Jordan, Peter Clateman, Todd Goffman, Neil Davidson, Joseph Lusardi or Ed Kelenchuk of the fact or other matter at issue after reasonable inquiry of Persons who would reasonably be expected to have knowledge of the relevant events, facts or circumstances.

"***Participating Securityholder***" means (i) each holder of a share of Common Stock (other than any Appraisal Shares) issued and outstanding immediately prior to the Effective Time (including each holder of Convertible Debentures that has converted such holder's Convertible Debenture into, or exchanged such holder's Convertible Debentures for, shares of Common Stock or Merger Consideration prior to or at the Effective Time pursuant to Section 3.6(a)(i)) that has duly delivered a Letter of Transmittal (modified as appropriate for purposes of a conversion of a Convertible Debenture into, or exchange of a Convertible Debenture for, Merger Consideration,

as applicable) and (ii) each Converting Holder that converts such Convertible Debenture into Subordinate Shares after the Closing as contemplated by Section 3.6(a).

"***Parties***" means Parent, Merger Sub, the Company and the Seller Representative.

"***Payment Schedule***" has the meaning set forth in Section 3.3(b).

"***Payoff Letters***" means payoff letters in customary forms, reflecting all amounts required to be paid under or in connection with the discharge in full of all the Closing Indebtedness.

"***[redacted – name of State] Dispensary Shortfall***" means *[redacted – formula]*.

"***Permit***" means, with respect to a Person, any license, franchise, permit, approval, registration, certificate or other similar authorization issued or otherwise granted by, or required to be obtained from, any Governmental Authority in connection with the operation of such Person's business, including any applicable Cannabis License.

"***Permitted Encumbrance***" means (a) statutory liens for Taxes not yet due and delinquent or the amount or validity of which is being contested in good faith in appropriate proceedings; (b) mechanics', materialmen's, carriers', workers', repairers' and similar statutory liens arising or incurred in the Ordinary Course of Business or for amounts not yet due or delinquent or that are being contested in good faith in appropriate proceedings; (c) Encumbrances to secure the interests of landlords, lessors, renters, or licensors of real property under leases or rental agreements (to the extent the applicable Person is not in default under such lease or rental agreement); (d) Encumbrances and other similar matters of record affecting title to but not adversely affecting the value of, or the current occupancy or use of, any real property in any material respect; (e) Encumbrances incurred in the Ordinary Course of Business in connection with any purchase money security interests, equipment leases or similar financing arrangements; and (f) Encumbrances for Indebtedness to be paid or assumed at the Closing or otherwise taken into account in the calculation of the Merger Consideration.

"***Permitted M&A***" means the acquisition, by virtue of equity acquisition, asset acquisition, merger, consolidation or otherwise, in accordance with the provisions of Section 6.3(d), of those Persons, businesses or segments listed on Schedule 1.1(d) or any other Person, business or segment not related to the Company or any Stockholder permitted to be acquired in accordance with Section 6.2.

"***Permitted M&A Expenses***" means all reasonable out-of-pocket costs, fees and expenses of the Acquired Companies incurred prior to the Effective Time in connection with the preparation, negotiation, drafting, execution, delivery, performance or consummation of any Permitted M&A, including (a) reasonable out-of-pocket legal, accounting and advisory costs, fees and expenses of third-party representatives engaged by any of the Acquired Companies; (b) the out-of-pocket fees, costs and expenses incurred in connection with seeking and obtaining Consents; (c) the purchase price and other consideration paid for the applicable Permitted M&A entity or assets; and (d) with respect to any Permitted M&A, to the extent that the applicable Acquired Company is not in material default or breach of any agreement with respect to such Permitted M&A or has not otherwise caused the failure of such transaction to be consummated, reasonable broken deal expenses or fees (not in excess of 2% of the transaction value), subject in each case to the delivery

to Parent of documentation reasonably substantiating such costs, fees and expenses; provided that Permitted M&A Expenses shall not include any allocation of the salary or other amounts paid or payable to any employee of any Acquired Company or any costs, fees or expenses paid or payable to any Affiliate of the Company or any Stockholder or Affiliate of a Stockholder; and provided further that the Permitted M&A Expenses (not including the expenses described in clauses (c) or (d) of this definition) with respect to any individual Permitted M&A shall not exceed the greater of $200,000 or 4% of the applicable transaction's value.

"***Person***" means any individual or any corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, Governmental Authority or other entity of any kind.

"***Personal Data***" means any piece of information that (a) by itself or in combination with other information, is capable of, directly or indirectly, identifying, locating or contacting a natural person; or (b) is considered "personally identifiable information", "individually identifiable health information", "protected health information", "personal data", "protected data", "non-public personal information", "personal information" or any similar category of protected information or data under any applicable Privacy Law, including all medical information protected by applicable Privacy Law.

"***[redacted – name of company] Transaction***" means the transaction contemplated by that certain Stock Purchase Agreement dated *[redacted – date]*, between *[redacted – name of company]* and *[redacted – name of company]*, as it may be amended from time to time.

"***Post-Closing Reorg***" has the meaning set forth in Section 7.11(a).

"***Post-Closing Tax Period***" means any taxable period beginning after the Closing Date and the portion of any taxable period that includes but does not end on the Closing Date that begins after the Closing Date.

"***Pre-Closing Period***" has the meaning set forth in Section 6.1.

"***Pre-Closing Reorg***" has the meaning set forth in Section 6.3(a).

"***Pre-Closing Tax Period***" means any taxable period ending on or prior to the Closing Date.

"***Pre-Closing Taxes***" means, without duplication, (a) Taxes imposed on any of the Acquired Companies for any Pre-Closing Tax Period or the portion of any Straddle Period ending on the Closing Date (as determined, in the case of a portion of a Straddle Period, in accordance with Section 7.2(c), including any "imputed underpayment" of Taxes of any of the Acquired Companies assessed under Section 6225 of the Code (or any or similar state, provincial, municipal, local or non-U.S. Law) in a Post-Closing Tax Period for any "reviewed year" (within the meaning of Section 6225 of the Code) that is in any Pre-Closing Tax Period or the portion of any Straddle Period ending on the Closing Date (determined in accordance with Section 7.2(c)), (b) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which any of the Acquired Companies (or any predecessor of any of the foregoing) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation Section 1.1502-6 or any analogous

or similar state, provincial, municipal, local or non-U.S. Law; and (c) any and all Taxes of any Person (other than the Acquired Companies) imposed on any of the Acquired Companies as a transferee or successor, or pursuant to any Law, which Taxes relate to an event or transaction occurring on or before the Closing; provided, however, that Pre-Closing Taxes shall not include any Taxes that (i) are taken into account as current Tax liabilities in the Closing Working Capital as finally determined pursuant to Section 3.6, or (ii) arise due to actions taken by Parent or any Affiliate thereof on the Closing Date after the Closing that are outside of the Ordinary Course of Business.

"***Privacy Laws***" means each Law (a) applicable to the protection, privacy and/or Processing of Personal Data, including Payment Card Industry Data Security Standards; (b) that contains and/or triggers a duty to protect the rights of an individual whose Personal Data is being Processed; or (c) that triggers a duty to notify an individual whose Personal Data has been, or may have been, the subject of breach and/or unauthorized access, acquisition, disclosure, use, or Processing.

"***Privilege***" has the meaning set forth in Section 7.7(c).

"***Privileged Materials***" has the meaning set forth in Section 7.7(c).

"***Pro Rata Portion***" means, with respect to each Participating Securityholder, the percentage set forth on the Equityholder Schedule (Initial) or Equityholder Schedule (Updated), as the case may be, under the column labeled "Pro Rata Portion".

"***Process***", "***Processed***" or "***Processing***" means, with respect to data, any operation(s) performed on data, including the use, collection, processing, storage, recording, organization, structuring, adaption, alteration, transfer, retrieval, consultation, disclosure by transmission or dissemination, restriction, erasure, destruction or combination of such data.

"***Proxy Completion Date***" has the meaning set forth in Section 6.6(a).

"***Proxy Statement***" has the meaning set forth in Section 6.6(a).

"***Public Documents***" means the Listing Statement and any other document, circular or other information statement (but not, for the avoidance of doubt, any press or news releases, investor presentation slides or similar materials) made publicly available by Parent on SEDAR or the CSE website pursuant to the Canadian Securities Laws and the rules and regulations of the CSE (as may be amended or supplemented from time to time by any information or statement made publicly available by Parent on SEDAR or the CSE) on or after October 26, 2018.

"***Publicly Available Information***" has the meaning set forth in Section 3.6(a)(i).

"***Qualifying Jurisdictions***" means British Columbia, Alberta, Manitoba and Ontario.

"***Real Estate Plan***" means the plan and budget for real estate acquisitions to be made by or on behalf of the Acquired Companies attached as Schedule 1.1(e) hereto.

"***Registration Rights Agreement***" means the Registration Rights Agreement between Parent and the Seller Representative, on behalf of and for the benefit of the Participating Stockholders, substantially in the form attached hereto as Exhibit C.

"***Related Party***" means, with respect to a Core Securityholder or Boris Jordan, (a) an Affiliate of such Person (other than the Acquired Companies) or (b) the spouse, lineal descendent or immediate family member of such Person.

"***Remaining Reorg Amount***" has the meaning set forth in Section 7.11(b).

"***Reorg Adjustment Matters***" means any of the matters which, at the Closing, result in a reduction to Merger Consideration by inclusion of specified adjustments in the Share Reorg Adjustment.

"***Reorg Escrowed Cash***" means an amount equal to the Company Reorg Expenses estimated to be incurred following the Closing, including for the avoidance of doubt any Taxes estimated to be incurred, to effectuate any part of the Reorg Plan that was not completed on or prior to the Closing, as mutually agreed to by the Company and Parent pursuant to Section 6.3(a).

"***Reorg Plan Failure***" means the occurrence, during the Pre-Closing Period, of (a) any Governmental Order (other than any Antitrust Order), (b) any failure or refusal of a Governmental Authority of competent jurisdiction to act after the Company has complied, in all material respects, with Section 6.3(a) or (c) any failure or refusal of a Governmental Authority of competent jurisdiction to deliver a required Consent after the Company has complied, in all material respects, with Section 6.3(a), in any case, the result of which is that the Designated Deliveries cannot be satisfied.

"***Reorg Plan***" means the Reorg Plan of the Company, its Affiliates and certain of the Acquired Companies agreed to by the Company and Parent on the date hereof.

"***Representative***" means, with respect to any Person, any director, officer, employee, consultant, financial advisor, legal counsel, accountants or other agent of such Person in each case, that has been duly authorized by such Person.

"***Retained Sale Leaseback Proceeds***" means the proceeds of any sale leaseback financings undertaken by the Acquired Companies pursuant to Section 6.3(c) for the properties set forth on Schedule 1.1(f) that have not been expended to implement the Cap Ex Plan or to acquire any Permitted M&A.

"***Securities Act***" means the Securities Act of 1933.

"***SEDAR***" has the meaning set forth in Section 5.15(b).

"***Seller Agreements***" means, collectively, the Employment Agreements, the Non-Competition Agreements, the Lock-Up Agreement, the Registration Rights Agreement and the Letters of Transmittal.

"***Seller Indemnified Parties***" has the meaning set forth in Section 10.3(a).

"***Seller Representative***" has the meaning set forth in the Preamble.

"***Seller Representative Costs***" has the meaning set forth in Section 7.5(e).

"***Selling Holder***" has the meaning set forth in Section 3.6(a)(v).

"***Share Reorg Adjustment***" means the *sum* of (a) if at all of the *[redacted – name of State]* dispensary Permits included in Designated Deliveries are not Delivered at the Closing, then *[redacted – amount]* Subordinate Shares, *plus* (b) the number of Subordinate Shares equal to *[redacted – amount] multiplied by* the *[redacted – name of State]* Dispensary Shortfall (if any), *plus* (c) if (and only if) the Other State Test Amount is greater than $*[redacted – amount]*, then the *sum* of the number of Subordinate Shares (valued at $10.07 per Subordinate Share) with a value equal to the Other State Test Amount *multiplied by* the Multiple.

"***Share Value***" means, as of the applicable date of determination, the 30-day volume-weighted average price per Subordinate Share prior to the release or issue of such Subordinate Shares on the CSE or other market with higher trading volume.

"***Shortfall Amount***" has the meaning set forth in Section 3.6(b)(iv)(B).

"***Software***" means all software, digital platforms, source code, object code, other programming code, software development tools, APIs, software management technologies, and implementation of algorithms, models, and methodologies, together with all related documentation and specifications.

"***Special Escrow Shares***" means a number of Subordinate Shares having a Holdback Share Value equal to Ten Million Dollars ($10,000,000).

"***Stockholder Approval Deadline***" has the meaning set forth in Section 6.6(a).

"***Stockholders***" means the holders of Common Stock as of immediately prior to the Effective Time.

"***Straddle Period***" shall mean any taxable period beginning on or before and ending after the Closing Date.

"***Straddle Period Tax Returns***" has the meaning set forth in Section 7.2(b)(ii).

"***Subordinate Shares***" means the Subordinate Voting Shares, without par value, of Parent, as further described, and having the rights, privileges and preferences set forth, in the Listing Statement.

"***Subsidiary***" means, with respect to any specified Person, any other Person of which such specified Person, directly or indirectly through one or more Subsidiaries, owns at least fifty percent (50%) of the outstanding Equity Interests entitled to vote generally in the election of the board of directors or similar governing body of such other Person.

"***Support Agreement***" means each agreement (regardless of how titled but not, for the avoidance of doubt, any Option Agreement) between the Company or a Subsidiary of the Company and a Not Owned Company, pursuant to which the Company or such Subsidiary has certain rights and obligations to provide specified intellectual property rights to or otherwise provide specified support to the business and operations of such Not Owned Company for the fees and in accordance with the terms and conditions set forth therein.

"***Survival Date***" has the meaning set forth in Section 10.1.

"***Surviving Corporation***" has the meaning set forth in Section 2.1.

"***Takeover Statute***" means any "fair price," "moratorium," "control share acquisition," "business combination" or any other takeover or anti-takeover statute or similar federal or state Law (including Section 203 of the DGCL).

"***Target Working Capital***" means *[redacted – amount]*.

"***Tax***" or "***Taxes***" means (a) any and all U.S. or non-U.S., federal, state, provincial, municipal or local taxes (including other similar assessments, charges, duties, fees, levies, deficiencies or other assessments, in each case in the nature of a tax), including all income, gross receipts, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, capital stock, franchise, profits, withholding, social security (or similar, including withholding under the Federal Insurance Contributions Act), unemployment, disability, real property, intangible property, personal property, sales, use, ad valorem, transfer, registration, documentary, occupancy, recording, goods and services, value added, alternative or add-on minimum tax, imposed by any Governmental Authority, and (b) all interest, penalties, fines or additions to tax imposed by any Governmental Authority in connection with any item described in clause (a).

"***Tax Benefits***" means, with respect to any claim for indemnification hereunder, the amount of the reduction in Tax actually realized in the taxable year in which the Losses (to the extent not actually recovered under any applicable insurance policy) occur, or in the next two (2) succeeding taxable years, by the Indemnified Party making such claim for indemnification as a result of such Losses, calculated as the *excess*, if any, of the aggregate Taxes for such taxable years computed without regard to such Losses *over* the aggregate Taxes for such taxable years computed by taking into account such Losses.

"***Tax Claim***" has the meaning set forth in Section 7.2(e)(i).

"***Tax Claim Notice***" has the meaning set forth in Section 7.2(e)(i).

"***Tax Firm***" has the meaning set forth in Section 7.2(b)(i).

"***Tax Return***" means any return, declaration, report, claim for refund or credit or information return or statement relating to Taxes, including any consolidated, combined or unitary return or other similar document, and including any schedule or attachment thereto, filed or required to be filed with a Governmental Authority, and including any amendment thereof.

"***Technology***" means all inventions, works, discoveries, innovations, know-how (including protectable ideas, research and development, formulas, algorithms, compositions, processes and techniques, methodologies, data, designs, drawings, schematics, blueprints, specifications, graphics, flow charts, models, prototypes, documentation, and manuals), databases, computer Software and all other forms of technology, including improvements, modifications, works in process, derivatives or changes with respect to the foregoing, whether tangible or intangible, embodied in any form, whether or not protectable or protected by patent, copyright, trade secret law, or otherwise, and all documents and other materials recording any of the foregoing.

"***Termination Date***" has the meaning set forth in Section 9.1(c).

"***Termination Fee***" has the meaning set forth in Section 9.3(d).

"***Third Party Claim***" has the meaning set forth in Section 10.4(a).

"***Threshold***" has the meaning set forth in Section 10.2(b)(i).

"***Top Company Customer***" has the meaning set forth in Section 4.16(a).

"***Top Company Supplier***" has the meaning set forth in Section 4.16(b).

"***Trademarks***" has the meaning set forth in the definition of Intellectual Property.

"***Transaction Documents***" means this Agreement and the Ancillary Agreements.

"***Transfer Taxes***" means all sales, use, transfer, valued added, goods and services, gross receipts, excise, conveyance, documentary, stamp, recording, registration and other similar Taxes, charges and fees (including interest, penalties, fines and additions to tax) imposed by any Governmental Authority in connection with any Contemplated Transaction.

"***Treasury Regulations***" means the regulations promulgated under the Code.

"***Unresolved Items***" has the meaning set forth in Section 3.6(b)(iii).

"***Voting Agreement***" has the meaning set forth in Section 3.8(b)(iv).

"***[redacted – name of individual] IP***" has the meaning set forth in the fifth Whereas clause of this Agreement.

Section 1.2 Interpretation.

(a) The words, "herein", "hereto", "hereof" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or paragraph hereof. All instances of the words "include", "includes" or "including" in this Agreement shall be deemed to mean "including without limitation". The word "or" means "and/or". Any reference to an Article, Section, Exhibit, Appendix or Schedule is to the articles, sections, exhibits, appendices or schedules, if any, of and to this Agreement unless otherwise specified. The Appendices, Exhibits, Company Disclosure Letter and schedules referred to herein and other information expressly

referenced herein as having been identified or shared by, or agreed to by Parent and the Company on the date hereof, shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(b) Any reference to any applicable Law will be deemed also to refer to such applicable Law and all rules and regulations promulgated thereunder, in each case, as amended, modified, codified, replaced or reenacted, in whole or in part.

(c) Unless the context of this Agreement otherwise requires, words of any gender include each other gender and words using the singular or plural number also include the plural or singular number, respectively.

(d) All references to $ and Dollars will be references to United States Dollars unless otherwise stated (e.g., C$, which shall mean Canadian dollars).

(e) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(f) A reference to any Person in this Agreement or any Ancillary Agreement or document shall include such Person's predecessors-in-interest, successors and permitted assigns.

(g) Each accounting term used herein that is not specifically defined herein shall have the meaning given to it under IFRS, except as otherwise specified.

(h) The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) The Parties are each represented by legal counsel and have participated jointly in the negotiation and drafting of the Transaction Documents. In the event an ambiguity or question of intent or interpretation arises, this Agreement 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 provision of this Agreement.

(j) All references to materials being "made available" or "provided" (or like terms) by the Company means documents posted and accessible to the Parent Entities and their advisors in the electronic data room established by the Company prior to the date of this Agreement.

(k) All references to materials being "made available" or "provided" (or like terms) by Parent means (i) all Public Documents of Parent and (ii) all documents posted and accessible to the Company and its advisors in the electronic data room established by Parent, in each case, prior to the date of this Agreement.

(l) All references to operations or practices as "currently conducted," "presently conducted," or "presently being used" (or like terms) by any Acquired Company means the conduct of such Acquired Company as of the date of this Agreement.

(m) Except as otherwise expressly provided in this Agreement, no amount shall be (or is intended to be) included, in whole or in part, more than once in the calculation (including any component) of Merger Consideration, Closing Cash Amount, Closing Cash Payment or any other calculated amount pursuant to this Agreement if the effect of such additional inclusion would be to cause such amount to be given duplicative effect.

ARTICLE II
THE MERGER

Section 2.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL, Merger Sub shall be merged with and into the Company at the Effective Time. As a result of the Merger, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation and a wholly owned Subsidiary of Parent after the Merger (the "***Surviving Corporation***"). The Merger shall have the effects set forth herein and in the applicable provisions of the DGCL.

Section 2.2 Effective Time. Subject to the provisions of this Agreement, as promptly as practicable on the Closing Date, the Company and the Parent Entities shall file a certificate of merger (the "***Certificate of Merger***") with the Secretary of State of the State of Delaware in such form as is required by, and executed and acknowledged in accordance with, the relevant provisions of the DGCL, and the Parties shall make all other filings and recordings required under the DGCL. The Merger shall become effective at the Effective Time, and the Certificate of Merger shall so specify.

Section 2.3 Effect of Merger Generally.

(a) Property and Rights. At the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation. If at any time after the Effective Time any further action is necessary to vest in the Surviving Corporation the title to all property or rights of Merger Sub or the Company, the authorized officers and directors of the Surviving Corporation are fully authorized in the name of Merger Sub or the Company, as the case may be, to take, and shall take, any and all such necessary and lawful action.

(b) Certificate of Incorporation. Subject to Section 7.3, the certificate of incorporation of the Surviving Corporation in effect immediately after the Effective Time shall be amended to be the same as the certificate of incorporation of Merger Sub as in effect immediately prior to the Effective Time (with the name of the Company as the Surviving Corporation's name) until thereafter amended as provided therein or by applicable Law.

(c) Bylaws. Subject to Section 7.3, the bylaws of the Surviving Corporation in effect immediately after the Effective Time shall be amended to be the same as the bylaws of Merger Sub as in effect immediately prior to the Effective Time (with the name of the Company

as the Surviving Corporation's name) until thereafter changed or amended as provided therein or by applicable Law.

(d) Directors and Officers. The directors and officers of the Surviving Corporation immediately after the Effective Time shall be (i) the directors and officers of Merger Sub immediately prior to the Effective Time and (ii) such other individuals designated by Parent, in each case, until their respective successors are duly elected and qualified or until their earlier death, resignation or removal or until their respective successors are duly elected and qualified, as the case may be, in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

Section 2.4 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of any Parent Entity or the Company, the following shall occur:

(a) Common Stock of Merger Sub. Each issued and outstanding share of common stock, par value $0.001 per share, of Merger Sub shall be converted into and become one fully paid and non-assessable share of common stock, no par value per share, of the Surviving Corporation, so that Parent shall be the holder of all of the issued and outstanding shares of the Surviving Corporation's common stock. Each certificate representing shares of common stock of Merger Sub shall at and after the Effective Time represent one share of common stock of the Surviving Corporation.

(b) Cancellation of Treasury Shares of the Company. Each share of capital stock of the Company issued and outstanding immediately prior to the Effective Time that is owned by the Company (as treasury stock or otherwise) or by any Parent Entity or any of its Subsidiaries immediately prior to the Effective Time (collectively, the "***Cancelled Shares***") shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

(c) Conversion of Common Stock. Each share of Common Stock that is issued and outstanding immediately prior to the Effective Time (other than any Cancelled Shares and any Appraisal Shares) shall be cancelled and extinguished as of the Effective Time and be converted into the right of the holder thereof to receive its Pro Rata Portion of the Merger Consideration. From and after the Effective Time, the Stockholders shall cease to have any rights with respect to such shares of Common Stock, except as otherwise provided herein or in the DGCL.

(d) Appraisal Shares. Notwithstanding any provision of this Agreement to the contrary, each share of Common Stock issued and outstanding immediately prior to the Effective Time (other than Cancelled Shares) that is held by any holder who is entitled to and perfects such Stockholder's dissenters' rights or appraisal rights in accordance with all of the relevant provisions of the DGCL and has not effectively withdrawn or lost such rights (each share an "***Appraisal Share***") shall not be converted into or represent a right to receive payments of the Merger Consideration as provided by Section 2.4(c). Instead, any holder of Appraisal Shares shall be entitled only to such rights as are granted by the applicable provisions of the DGCL; provided, however, that any holder of Appraisal Shares who, after the Effective Time, withdraws the demand for appraisal or loses the right of appraisal, or if a court of competent jurisdiction shall determine

that such holder is not entitled to the relief provided by the DGCL, shall be deemed to have been converted as of the Effective into the right to receive the Merger Consideration in accordance with this Article II (including Section 2.4(c)) and Article III. Promptly upon receipt thereof and in any event at least three (3) Business Days prior to the Effective Time, the Company shall provide Parent with written notice of any written demands for appraisal or payment of the fair value of any shares of Common Stock, the withdrawal of such demands and any other related instruments served pursuant to the DGCL and received by the Company. The Company shall provide Parent the opportunity to reasonably participate in all negotiations and proceedings with respect to demands for appraisal under the DGCL. The Company shall not make any payment or settlement offer prior to the Effective Time with respect to any demand for appraisal without the prior written consent of Parent, which shall not be unreasonably withheld, conditioned or delayed.

Section 2.5 No Further Ownership Rights in Common Stock. All Merger Consideration issued upon the surrender for exchange of shares of Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to all Common Stock. From and after the Effective Time, the share transfer books of the Company shall be closed and there shall be no further registration of transfers on the share transfer books of the Surviving Corporation of the Common Stock that was outstanding immediately prior to the Effective Time.

Section 2.6 Tax Treatment. The Parties intend that the Merger will constitute a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(2)(E) of the Code for U.S. federal income Tax purposes, and the Parties agree to report the Merger consistently therewith (including the information and recordkeeping requirements of Treasury Regulations Section 1.368-3). Parent, Merger Sub and the Company (i) shall use their respective reasonable best efforts to cause the Merger to qualify as a "reorganization" under Section 368(a) of the Code, and (ii) agree not to take any actions or positions or cause or permit any action or position to be taken or fail to take or cause to be failed to be taken any actions or positions, which action, position or failure would or could reasonably be expected to prevent or impede the Merger from qualifying as a "reorganization" under Section 368(a) of the Code.

Section 2.7 Lost, Stolen, Defaced or Destroyed Certificates. If any certificate evidencing a share of Common Stock (a "***Certificate***") shall have been lost, stolen, defaced or destroyed, upon the making of an affidavit of that fact reasonably acceptable to Parent by the Person claiming such Certificate to be lost, stolen, defaced or destroyed and, if required by Parent, the posting by such person of a bond in such reasonable and customary amount as Parent may reasonably direct as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall pay in respect of such lost, stolen, defaced or destroyed Certificate such holder's Pro Rata Portion of the Merger Consideration in respect of the shares of Company Common Stock formerly represented by such holder's properly surrendered Certificate (or effective affidavit of loss in lieu thereof) in accordance with Section 3.5.

ARTICLE III
CLOSING

Section 3.1 Closing. The closing of the Merger (the "***Closing***") shall occur no later than the third (3rd) Business Day after the satisfaction or waiver of all conditions set forth in

Article VIII (other than those conditions which by their terms are to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) (the "***Closing Date***"), or on such other date as the Parties may mutually agree to in writing, and shall be conducted remotely via the electronic exchange of documents and signatures. Notwithstanding the foregoing, in the event that (a) some or all of the transactions to be completed prior to or at the Closing pursuant to the Reorg Plan (other than the Designated Deliveries) have not been completed as of the scheduled Closing Date, (b) as a result thereof, there would be a Share Reorg Adjustment under clause (c) of the definition thereof and (c) the Company is not then in breach of Section 6.3(a), then the Company may delay the Closing for a period not to exceed the six (6) months following the date of this Agreement upon written notice to Parent (which notice shall set forth the proposed Closing Date, describe the reason(s) for the delay and describe the actions being pursued by the Company with respect to the applicable Reorg Adjustment Matter(s)).

Section 3.2 Merger Consideration.

(a) The aggregate consideration for the Merger (the "***Merger Consideration***") shall consist of the following:

(i) 102,808,037.64201 Subordinate Shares, *plus* (A) the Additional Subordinate Shares *minus* (B) the Escrowed Shares *minus* (C) the Share Reorg Adjustment (if any) (the "***Closing Share Consideration***"); *plus*

(ii) The Closing Cash Payment, if any; *plus*

(iii) the Adjustment Escrowed Cash and the Excess Amount, if any, that are distributed pursuant to the terms of Section 3.6 and the Escrow Agreement to the Exchange Agent for the benefit of the Participating Securityholders, as and when such distributions are required to be made pursuant to Section 3.6; *plus*

(iv) the CD Escrow Shares that are distributed pursuant to the terms of Section 3.6 and the Escrow Agreement to the Exchange Agent for the benefit of the Participating Securityholders, as and when such distributions are required to be made pursuant to Section 3.6; *plus*

(v) the Special Escrow Shares, if any, that are distributed pursuant to the agreement of the Parties; *plus*

(vi) the General Indemnity Escrow Shares, if any, that are distributed pursuant to the terms of Section 10.10 and the Escrow Agreement to the Exchange Agent for the benefit of the Participating Securityholders, as and when such distributions are required to be made pursuant to Section 10.10; *plus*

(vii) the Reorg Escrowed Cash, if any, that is released pursuant to the terms of Section 7.11 and the Escrow Agreement to the Exchange Agent for the benefit of the Participating Securityholders, as and when such distributions are required to be made pursuant to Section 7.11; *plus*

(viii) the CD Escrowed Cash, if any, that is released pursuant to the terms of Section 3.6 and the Escrow Agreement to the Exchange Agent for the benefit of the Participating Securityholders, as and when such distributions are required to be made pursuant to Section 3.6; *plus*

(ix) the portion of the Expense Fund distributable to the Participating Securityholders pursuant to Section 7.5, as and when such distribution is made pursuant to Section 7.5; and *plus*

(x) the amounts, if any, of cash and Subordinate Shares to be paid or issued to the Participating Securityholders in connection with Section 7.11.

(b) The "***Estimated Net Adjustment***" shall be an amount equal to the *sum* of the following amounts, all determined as of the Effective Time in accordance with Section 3.3(a):

(i) the Closing Cash, *plus*

(ii) the amount (if any) by which Closing Working Capital is greater than the Target Working Capital; *minus*

(iii) the amount (if any) by which Closing Working Capital is less than Target Working Capital; *minus*

(iv) the Retained Sale Leaseback Proceeds; *minus*

(v) the Closing Indebtedness; *minus*

(vi) the aggregate dollar amount of cash payable to any Company employee pursuant to any Restricted Stock Unit Award Agreement between the Company and employee; *minus*

(vii) the net amount equal to the aggregate amount of Company Transaction Expenses that have been incurred but not paid prior to the Effective Time (disregarding any payment made pursuant to Section 3.4) *minus* the Covered Unpaid Company Transaction Expenses; *minus*

(viii) Cap Ex Cash, if any; *minus*

(ix) the aggregate amount of Cap Ex Unreimbursed Expenses that have been incurred but not paid prior to the Effective Time (disregarding any payment made pursuant to Section 3.4); *minus*

(x) the aggregate amount of Company Closing Bonuses that have not been paid by the Effective Time; *minus*

(xi) the Expense Fund.

Section 3.3 Pre-Closing Estimate.

(a) At least five (5) Business Days prior to the Closing Date, the Company shall deliver to Parent a statement (the "***Company Closing Statement***") setting forth in reasonable detail the Company's good faith determination of the Estimated Net Adjustment, which Company Closing Statement shall include a presentation of the Company's calculations of the Estimated Net Adjustment and the estimated amount of the items comprising the Estimated Net Adjustment: Closing Cash, Closing Working Capital, Retained Sale Leaseback Proceeds, Closing Indebtedness, Company Transaction Expenses that have been incurred but not paid prior to the Effective Time (disregarding any payment made pursuant to Section 3.4), Cap Ex Cash, Company Reorg Expenses and Company Closing Bonuses, all as of immediately prior to the Effective Time. The Company shall prepare the Company Closing Statement and all of the calculations set forth therein in accordance with IFRS applied on a basis consistent with the Company's past practices, in accordance with the specific methodologies set forth on Exhibit A and in good faith. Parent and its Representatives shall be provided reasonable access during normal business hours to the books and records, personnel and advisors of the Company to the extent required in connection with review of the Estimated Net Adjustment calculation, including the Company's work papers underlying or utilized in preparing the estimates and calculations used to determine the Estimated Net Adjustment, and the Company shall in good faith take into consideration any comments to the Company Closing Statement made by Parent. If the Estimated Net Adjustment is a positive number, the Closing Cash Amount shall be increased by such amount. If the Estimated Net Adjustment is a negative number, the Closing Cash Amount shall be decreased by such amount.

(b) Simultaneously with the delivery of the Company Closing Statement, the Company shall deliver to Parent a schedule (the "***Payment Schedule***") setting forth the following information as of the Closing:

(i) with respect to each Equityholder as of immediately prior to the Effective Time:

(A) the name and address of record of such Equityholder;

(B) the total number of shares of Common Stock held by such Equityholder as of immediately prior to the Effective Time, and, with respect to each holder of a Convertible Debenture as of immediately prior to the Effective Time, the number of shares of Common Stock into which such Convertible Debenture would be convertible if such holder were to elect to convert its Convertible Debenture as of immediately prior to the Effective Time;

(C) the Pro Rata Portion for such Equityholder as of immediately prior to the Effective Time, assuming that each holder of a Convertible Debenture as of immediately prior to the Effective Time (after giving effect to all exchanges pursuant to Section 3.6(a)(i)) has elected to convert its Convertible Debentures into shares of Common Stock as of immediately prior to the Effective Time; and

(D) the Pro Rata Portion of the Closing Share Consideration and the Closing Cash Payment, if any, allocable to such Equityholder at the Closing with respect to the shares of Common Stock held by such Equityholder as of immediately prior to the Effective Time, assuming that each holder of a Convertible

Debenture as of immediately prior to the Effective Time has elected to convert its Convertible Debentures into shares of Common Stock as of immediately prior to the Effective Time.

(ii) the name of each Person to whom Closing Indebtedness is payable, together with the amount payable to such Person and wire transfer instructions for the payment thereof;

(iii) the name of each Person to whom any Company Transaction Expense or Company Reorg Expense that has been incurred but not paid prior to the Effective Time is payable, together with the amount payable to such Person and wire transfer instructions for the payment thereof; and

(iv) the name of each Person to whom any Company Closing Bonus remains payable immediately prior the Effective Time, together with the amount payable to such Person, the amount of withholding taxes payable by the applicable Acquired Company in connection therewith and the name of the applicable Acquired Company.

Section 3.4 Certain Closing Deposits and Payments. The following payments and deposits shall be made at the Closing:

(a) Subject to Section 3.4(f), Parent shall deposit or cause to be deposited with an escrow agent mutually agreeable to Parent and the Seller Representative (the "***Escrow Agent***") cash in an amount equal to the *sum* of the CD Escrowed Cash *plus* the Adjustment Escrowed Cash *plus* the Reorg Escrowed Cash; the CD Escrow Shares; the General Indemnity Escrow Shares and the Reorg Escrow Shares.

(i) The CD Escrow Shares shall be held in a segregated account for distribution to the Converting Holders and the other Participating Securityholders as provided in Section 3.6(a).

(ii) The General Indemnity Escrow Shares shall be held in a segregated account for the payment of any post-Closing indemnification obligations of the Participating Securityholders and shall be disbursed in accordance with Section 10.10 of this Agreement and the Escrow Agreement.

(iii) The CD Escrowed Cash shall be held in a segregated account for distribution pursuant to Section 3.6.

(iv) The Adjustment Escrowed Cash shall be held in a segregated account for distribution pursuant to Section 3.6(b)(iv).

(v) The Reorg Escrowed Cash shall be held in a segregated account available to Parent or the Surviving Corporation as needed to cover payment of any Company Reorg Expenses estimated to be incurred following the Closing and mutually agreed to by the Company and Parent pursuant to Section 6.3(a), and any remaining balance thereof after such Company Reorg Expenses are paid shall be distributed to the Participating Securityholders, all as provided in Section 7.11**.**

(vi) All of the Escrowed Shares shall be held pursuant to the terms of the Escrow Agreement, which shall provide, among other things, that (A) while held in escrow, the Participating Securityholders shall be entitled to exercise their voting rights with respect to such Escrowed Shares, (B) upon the declaration of any dividends on the Escrowed Shares, such dividends shall be distributed to the Participating Securityholders and (C) all disbursements of the CD Escrow Shares, the General Indemnity Escrow Shares and the Special Escrow Shares under the Escrow Agreement shall be made pursuant to joint written directions executed by Parent and the Seller Representative.

(b) Parent shall deliver cash in an amount equal to the Expense Fund to the Seller Representative to be deposited and held as set forth in Section 7.5.

(c) Parent shall pay the amount of the Company Transaction Expenses and the Company Reorg Expenses, in each case, that have been incurred but not paid prior to the Effective Time to each payee thereof by wire transfer of immediately available funds to such payee's account as specified in the Payment Schedule, in accordance with invoices or other evidence of obligation to pay, copies of which will be delivered to Parent by the Company at least three (3) Business Days prior to the Closing.

(d) Parent shall pay all amounts necessary to discharge fully on behalf of the Company or such Acquired Company the then-outstanding balance of the Closing Indebtedness as set forth in the Payment Schedule and as directed by the Payoff Letters, copies of which will be provided by the Company to Parent at least three (3) Business Days prior to the Closing Date.

(e) Parent shall deposit cash in the aggregate amount of Company Closing Bonuses payable to Company Associates with the applicable Acquired Company, which Company Closing Bonuses Parent and the Company shall cause to be paid at Closing (i) through the payroll system of the applicable Acquired Company, with respect to amounts payable to Company Associates in their capacity as employees and (ii) through the applicable Acquired Company's accounts payable with respect to amounts payable to Company Associates other than in their capacity as employees, in each case less any applicable withholding amounts.

(f) Notwithstanding anything to the contrary expressed or implied in this Agreement, in the event that there is a Closing Cash Shortfall, (i) the Closing Cash Amount shall be applied in the following order of priority: (A) first, to fund the CD Escrowed Cash; (B) second, to fund the Reorg Escrowed Cash; and (C) third, to fund the Adjustment Escrowed Cash; and (ii) the number of Escrowed Shares shall be increased (and the Closing Share Consideration shall be reduced) by an aggregate number of Subordinate Shares with an aggregate Closing Share Value equal to the Closing Cash Shortfall, which additional Escrowed Shares shall be allocated to the Convertible Debentures, the Post-Closing Reorg or the Net Adjustment, as applicable, and held in escrow as provided in this Agreement and the Escrow Agreement as if such additional Escrowed Shares were CD Escrowed Cash or Adjustment Escrowed Cash. In the event that this Section 3.4(f) is applied to adjust the amount of Escrowed Cash and the number of Escrowed Shares, the applicable provisions of this Agreement (including the applicable definitions, escrow deposit provisions and escrow release provisions) shall be read as so adjusted applied *mutatis mutandis*.

Section 3.5 Surrender and Issuance of Subordinate Shares to Participating Securityholders.

(a) As soon as practicable after the Effective Time, and in any event not later than the third Business Day following the Closing Date, Parent and the Surviving Corporation shall cause the Exchange Agent to transmit a Letter of Transmittal (including a Lock-Up Agreement) to each Stockholder entitled to receive any portion of the Merger Consideration and also each holder of a Convertible Debenture who elects to exchange pursuant to Section 3.6(a)(i).

(b) The Company or the Exchange Agent shall provide Parent and the Parent Registrar with copies of each Letter of Transmittal, duly executed, completed and received by the Company or the Exchange Agent promptly (and in any event within one (1) Business Day) following its receipt thereof. At the Closing (in the case of Letters of Transmittal received by the Parent Registrar no later than three (3) Business Days prior to the Closing) or within three (3) Business Days after receipt by the Parent Registrar of any additional Letters of Transmittal, Parent shall cause (i) the Parent Registrar to issue in the name of each Participating Securityholder that has returned a duly executed and completed Letter of Transmittal, a certificate (or if such Subordinate Shares are uncertificated, a DRS statement) representing Subordinate Shares to which such Participating Securityholder is entitled in respect of the Closing Share Consideration and deliver such certificates (or if such Subordinate Shares are uncertificated, a DRS statements) to the Exchange Agent for further delivery to the applicable Participating Securityholders and cause the Exchange Agent to promptly deliver such certificates (or if such Subordinate Shares are uncertificated, a DRS statements) to the applicable Participating Securityholders and (ii) the Exchange Agent to pay to the applicable Participating Securityholder such Participating Securityholder's Pro Rata Portion of the Closing Cash Payment, if any.

(c) Any dividends or other distributions payable to holders of Subordinate Shares as of a record date after the Closing Date shall be withheld from payment to any Participating Securityholder until such time as such Participating Securityholder has delivered a duly completed and executed Letter of Transmittal to the Exchange Agent in accordance with this Agreement. Subject to applicable Laws, following delivery of such Letter of Transmittal, Parent shall pay to the applicable Participating Securityholder, without interest and subject to any required Tax withholding, (i) following such delivery, the amount of dividends or other distributions, with a record date after the Closing Date theretofore paid, with respect to the Subordinate Shares issued or issuable to such Participating Securityholder pursuant to this Agreement, and (ii) on the payment date for such dividends, the amount of dividends or other distributions, with a record date after the Closing Date but prior to such delivery and with a payment date subsequent to such delivery, with respect to the portion of the Subordinate Shares issued or issuable to such Participating Securityholder pursuant to this Agreement.

(d) Notwithstanding anything in this Agreement to the contrary, at such time as an Equityholder becomes a Participating Securityholder, such Participating Securityholder shall then become entitled to receive the portion of the Merger Consideration to which Participating Securityholders became entitled to receive prior to such time.

Section 3.6 Convertible Debentures; Net Adjustment.

(a) Exchange, Purchase or Conversion of Convertible Debentures.

(i) Prior to the Closing, the Company shall (A) seek, with the cooperation of the Parent, to amend the Convertible Debentures (and/or the subscription agreements pursuant to which they were issued) to provide that each of the Convertible Debentures shall be convertible into shares of Common Stock or a Pro Rata Portion of the Merger Consideration (as if the holder of such Convertible Debenture had first converted such Convertible Debenture into shares of Common Stock, but without that actually occurring), automatically, at the option of the Company or at the option of the holder of such Convertible Debenture (which conversion may be conditioned upon the Closing and occur immediately prior to the Effective Time, or in the case of conversions into Merger Consideration, at the Effective Time); or (B) offer holders of Convertible Debentures the opportunity to exchange Convertible Debentures with Parent in exchange for shares of Common Stock or a Pro Rata Portion of the Merger Consideration (as if the holder of such Convertible Debenture had first exchanged such Convertible Debenture into shares of Common Stock, but without that actually occurring) prior to the Closing (which exchanges may be conditioned upon the Closing and occur immediately prior to the Effective Time, or in the case of exchanges for Merger Consideration, at the Effective Time). For the avoidance of doubt, any conversion of a Convertible Debenture into, or exchange of a Convertible Debenture for, Merger Consideration pursuant to this Section 3.6(a)(i) shall be effected by and with Parent in accordance herewith. Parent shall make available to the Company such information with respect to Parent and any other member of the Parent Group that is included in Parent's regular filings required by the applicable listing and disclosure rules and regulations of the CSE or Canadian Securities Laws in Qualifying Jurisdictions (such information "***Publicly Available Information***"), as may be reasonably requested by the Company in connection with seeking any such amendment or effecting any such exchange offers, and Parent shall otherwise provide such assistance as shall be reasonably requested by the Company in connection therewith. The holder of any Convertible Debentures converted into or exchanged for shares of Common Stock pursuant to this Section 3.6(a) shall be Equityholders as of immediately prior to the Effective Time. Promptly after consummation (as determined in good faith by the Company, but in no event more than five (5) Business Days after all conditions precedent set forth in Article VII (other than closing deliveries within a Party's control)) of its efforts in compliance with Section 3.6(a)(i), the Company shall provide Parent with a report of the results of such efforts, including the aggregate principal amount of the Convertible Debentures held by each holder that has elected to convert or exchange its Convertible Debentures for shares of Common Stock or Merger Consideration (or would convert or be exchanged into shares by virtue of an amendment to the Convertible Debentures) and the amount that would need to be deposited into escrow as CD Escrowed Cash in respect of Convertible Debentures held by each holder that has not elected to convert or exchange its Convertible Debentures (and would not convert or be exchanged by virtue of an amendment to the Convertible Debentures). In the event that, as set forth in such report, more than *[redacted – amount]* in cash would be required to be deposited into escrow as CD Escrowed Cash, then the Company, in its sole discretion, may give Parent written notice of termination of this Agreement pursuant **Erreur ! Source du renvoi introuvable.**, which termination shall become effective at the close of business on the thirtieth (30) calendar day following the date of such written notice; provided, however, that Parent may deliver written notice to the Company at any time prior to the end of such thirty (30) day period of its intention

to proceed to Closing, in which case, (I) the Company's notice of termination pursuant to **Erreur ! Source du renvoi introuvable.** shall be deemed withdrawn, (II) the Parties shall proceed to Closing in accordance with the other terms and conditions of this Agreement, and (III) notwithstanding anything to the contrary contained herein, the "CD Escrowed Cash" shall mean (and shall be *[redacted – amount]*).

(ii) At the Closing, Parent shall execute and deliver a guaranty, in form and substance reasonably satisfactory to the Company and consistent with the terms of the Convertible Debentures, of the payment and other obligations of the Company pursuant to the Convertible Debentures (the "***Parent Guaranty***"). Promptly following the Closing, the Surviving Corporation shall deliver notice and a copy of the Parent Guaranty to the holders of Convertible Debentures.

(iii) To the extent permitted by the Income Tax Act (Canada), Parent hereby agrees to execute a joint election pursuant to subsection 85(1) of the Income Tax Act (Canada) at the request of any holder of Convertible Debentures that converts its Convertible Debentures into, or exchanges its Convertible Debentures for, Merger Consideration in a transaction by and with Parent pursuant to Section 3.6(a)(i) above. The relevant election form shall be prepared by such holder of and shall include an elected amount determined at the sole discretion of such holder. Parent shall have no obligation pursuant to this Section 3.6(a)(iii) other than to deliver the signed election form to the relevant holder of a Convertible Debenture within ten (10) days of receiving the prepared election form from such holder and shall have no liability in respect of the correct or timely filing of such form.

(iv) Prior to the Closing, the Company shall begin to prepare, and promptly following the Closing, the Surviving Corporation shall finish preparing and deliver to each holder of Convertible Debentures (A) a Change of Control Notice, together with a Change of Control Purchase Offer (both such terms, as defined in the Convertible Debentures), in accordance with the terms of Section 3.2 of the Convertible Debentures, (B) a copy of this Agreement, together with a Letter of Transmittal (modified as appropriate to reflect the delivery of Convertible Debentures rather than shares of Common Stock and an agreement to be bound by all the Ancillary Agreements, to the extent applicable), including the Lock-Up Agreement, and (C) such other documents and information as the Surviving Corporation deems necessary or appropriate, provided that any such information shall only include Publicly Available Information with respect to either Parent Entity or any other member of the Parent Group. The Company shall provide Parent with a reasonable opportunity to review in advance and comment on (and shall reasonably give effect to any suggested edits to) the terms of the Change of Control Notice and Change of Control Purchase Offer.

(v) The Change of Control Notice and Change of Control Purchase Offer shall provide, among other things, that (A) each holder of Convertible Debentures then has the right, exercisable by written notice to the Surviving Corporation within thirty (30) days following receipt of the Change of Control Notice (such thirty-day period, the "***Election Period***"), to elect to sell or convert its Convertible Debentures into Subordinate Shares pursuant to the terms of the Convertible Debentures, (B) each holder of Convertible Debentures that elects to sell its Convertible Debentures to the Surviving Corporation (each such holder, a "***Selling Holder***") must deliver to the Surviving Corporation, prior to the expiration of the Election Period, (I) the

Convertible Debentures being sold, together with appropriate assignment documents (including representations as to ownership and authority to sell) and (II) wire transfer instructions, and (C) each holder that elects to convert its Convertible Debentures (each such holder, a "***Converting Holder***") must deliver to the Surviving Corporation, prior to the expiration of Election Period, a completed and executed copy of the Letter of Transmittal (modified as provided above), together with the Convertible Debentures being converted (collectively, the documents referenced in the immediately preceding clauses (B) and (C) are referred to herein as the "***Debenture Documents***"). The Surviving Corporation shall promptly, and in any event within five (5) days after the receipt thereof, deliver copies of such Debenture Documents, together with the Convertible Debentures being sold or converted, to Parent, the Parent Registrar and the Exchange Agent, with the original Convertible Debentures delivered to Parent. Parent and the Surviving Corporation shall (1) give the Seller Representative a reasonable opportunity to review in advance and comment on (and shall reasonably give effect to any suggested edits to) the terms of the Change of Control Notice and Change of Control Purchase Offer and any other communications with any holder of Convertible Debentures that Parent, the Surviving Corporation or any of their respective Affiliates may have in connection with the purchase offer and (2) keep the Seller Representative informed of the status of the Change of Control Purchase Offer, including providing the Seller Representative a detailed summary of the elections of the holders of Convertible Debentures periodically (at least weekly) during the Election Period and after the Election Period expires a final summary of the Converting Holders and Selling Holders, along with copies of the Debenture Documents. The foregoing shall be in accordance with the terms of the Convertible Debentures, which in the event of a conflict between this Agreement and the Convertible Debentures, the Convertible Debentures shall control.

(vi) Within ten (10) days after the expiration of the Election Period, the Surviving Corporation shall prepare and provide the Seller Representative a draft of the Equityholder Schedule (Initial) that is updated to set forth the following information (the "***Equityholder Schedule (Updated)***") with respect to each Equityholder or Selling Holder, as applicable, for its prior review and approval (and the Surviving Corporation shall reasonably give effect to the Seller Representative's comments thereto) and thereafter shall deliver to Parent, the Parent Registrar and the Exchange Agent final Equityholder Schedule (Updated):

(A) the name and address of record of each Equityholder and each Selling Holder, and whether such Person is an Equityholder or a Selling Holder;

(B) with respect to each Equityholder that was a Stockholder as of immediately prior to the Effective Time, the total number of shares of Common Stock held by such Equityholder as of immediately prior to the Effective Time, and, with respect to each Equityholder that is a Converting Holder, the number of shares of Common Stock into which such Convertible Debenture would have been convertible if such holder had elected to convert its Convertible Debenture as of immediately prior to the Effective Time;

(C) with respect to each Equityholder, the Pro Rata Portion for such Equityholder;

(D) with respect to each Equityholder, the Pro Rata Portion for such Equityholder of the components of Merger Consideration necessary for the issuances and distributions set forth below in this Section 3.6(a); and

(E) with respect to each Selling Holder, the amount of cash consideration to which such Selling Holder is entitled in connection with the sale of its Convertible Debentures.

(vii) Within three (3) Business Days after receipt by the Parent Registrar of the documents referred to in Section 3.6(a)(v) and Section 3.6(a)(vi),

(A) Parent and the Seller Representative shall direct the Escrow Agent to release and deliver the CD Escrow Shares to the Parent Registrar for the benefit of the Participating Securityholders, and Parent shall direct the Parent Registrar to:

I. issue to each Converting Holder the number of Subordinate Shares equal to the *product* of (A) such Converting Holder's Pro Rata Portion set forth on the Equityholder Schedule (Updated), *multiplied by* (B) the *sum* of the Closing Share Consideration *plus* the CD Escrow Shares;

II. issue in the name of each Participating Securityholder (other than Converting Holders in their capacity as such), the number of Subordinate Shares equal to (A) the product of (y) the Pro Rata Portion for such Participating Securityholder set forth on the Equityholder Schedule (Updated) *multiplied by* (z) the *sum* of the Closing Share Consideration *plus* the CD Escrow Shares, *minus* (B) the number of Subordinate Shares previously issued to such Participating Securityholder pursuant to this Agreement; and

III. promptly deliver such Subordinate Shares to the Exchange Agent for further delivery to the applicable Participating Securityholders and cause the Exchange Agent to promptly deliver such Subordinate Shares to the applicable Participating Securityholders; and

(B) Parent and the Seller Representative shall direct the Escrow Agent to release and deliver to the Exchange Agent out of the CD Escrowed Cash, cash sufficient to pay each Selling Holder the amount of cash to which such Selling Holder is entitled for the purchase of its Convertible Debentures, and shall direct the Exchange Agent to make such payments by wire transfer of immediately available funds to the account identified by such Selling Holder.

(viii) If at least ninety percent (90%), but less than one hundred percent (100%), in interest of the holders of Convertible Debentures, in the aggregate, either elect to sell or convert their Convertible Debentures during the Election Period or, as contemplated by Section 3.6(a)(i), previously exchanged Convertible Debentures for shares of Common Stock,

then, promptly after the expiration of the Election Period and pursuant to the terms of the Convertible Debentures,

(A) the Surviving Corporation shall redeem the remaining Convertible Debentures for cash pursuant to the terms of the Convertible Debentures, and in furtherance thereof, Parent and the Seller Representative shall direct the Escrow Agent to release and deliver to the Surviving Corporation out of the CD Escrowed Cash the amount required to redeem such Convertible Debentures;

(B) Parent and the Seller Representative shall direct the Escrow Agent to release and deliver to the Exchange Agent the Excess CD Escrowed Cash, and shall direct the Exchange Agent to pay in cash

I. to each Converting Holder, an amount in cash equal to the product of (A) such Converting Holder's Pro Rata Portion set forth on the Equityholder Schedule (Updated), ***multiplied by*** (B) the ***sum*** of the Closing Cash Payment, if any, ***plus*** the Excess CD Escrowed Cash;

II. to each Participating Holder (other than Converting Holders in their capacity as such), an amount in cash equal to (A) the product of (y) the Pro Rata Portion for such Participating Securityholder set forth on the Equityholder Schedule (Updated), ***multiplied by*** (z) the ***sum*** of the Closing Cash Payment, if any, ***plus*** the Excess CD Escrowed Cash, ***minus*** (B) the amount of the Closing Cash Payment, if any, previously paid to such Participating Securityholder pursuant to this Agreement; and

(ix) If less than ninety percent (90%) in interest of the holders of Convertible Debentures, in the aggregate, either elect to sell or convert their Convertible Debentures during the Election Period or, as contemplated by Section 3.6(a)(i), previously exchanged Convertible Debentures for shares of Common Stock as of immediately prior to the Effective Time, then

(A) Parent and the Seller Representative shall direct the Escrow Agent to release and deliver to the Exchange Agent the Excess CD Escrowed Cash, and shall direct the Exchange Agent to pay in cash

I. to each Converting Holder an amount equal to the product of (A) its Pro Rata Portion set forth on the Equityholder Schedule (Updated), ***multiplied by*** (B) the ***sum*** of the Closing Cash Payment ***plus*** the Excess CD Escrowed Cash; and

II. to each Participating Holder (other than Converting Holders in their capacity as such), an amount in

cash equal to (A) the product of (y) the Pro Rata Portion for such Participating Securityholder set forth on the Equityholder Schedule (Updated), *multiplied by* (z) the *sum* of the Closing Cash Payment *plus* the Excess CD Escrowed Cash, *minus* (B) the amount of the Closing Cash Payment previously paid to such Participating Securityholder pursuant to this Agreement; and

(B) (x) the Surviving Corporation shall pay or cause to be paid all amounts that become due and payable, pursuant to the terms and in respect of the remaining Convertible Debentures that are not converted or sold pursuant to the Change of Control Purchase Offer; (y) the balance of the CD Escrowed Cash (after the distributions thereof contemplated by Section 3.6(a)(vii) and Section 3.6(a)(ix)(A)) shall remain in escrow until the maturity date of the remaining Convertible Debentures; and (z) at maturity of the remaining Convertible Debentures, the balance of the CD Escrowed Cash shall be released to the Surviving Corporation, and used to pay the then outstanding principal balance, together with all accrued and unpaid interest, on such Convertible Debentures.

(b) Determination of Final Merger Consideration.

(i) No later than seventy-five (75) days following the Closing Date, Parent shall prepare and deliver to the Seller Representative a consolidated balance sheet of the Acquired Companies as of the Effective Time (the "***Closing Balance Sheet***"), together with a statement (the "***Closing Statement***") setting forth, in reasonable detail, Parent's good faith calculation of the Net Adjustment, which Closing Statement shall include a presentation of Parent's calculations of the Net Adjustment and the items comprising the Net Adjustment, including Closing Cash, Closing Working Capital, Retained Sale Leaseback Proceeds, Closing Indebtedness, Company Transaction Expenses that have been incurred but not paid prior to the Effective Time (disregarding any payment made pursuant to Section 3.4), Cap Ex Cash, Company Reorg Expenses and Company Closing Bonuses, all as of immediately prior to the Effective Time. Parent shall prepare the Closing Balance Sheet and the Closing Statement (including the determinations included therein) and all of the calculations set forth therein in accordance with IFRS applied on a basis consistent with the Company's past practices, in accordance with the specific methodologies set forth on Exhibit A and in good faith.

(ii) During the forty-five (45) day period immediately following the Seller Representative's receipt of the Closing Balance Sheet and the Closing Statement, the Seller Representative and its Representatives will be permitted to review, during normal business hours and upon reasonable notice, the Surviving Corporation's books and records and the working papers related to the preparation of the Closing Balance Sheet and the Closing Statement (including the determinations included therein), in order to facilitate the Seller Representative's review of the Closing Balance Sheet and the Closing Statement. The Closing Balance Sheet and the Closing Statement (including the determinations included therein) will become final, binding and conclusive on Parent, each Participating Securityholder and the Seller Representative (A) at 5:00 p.m., New York City Time, on the date that is forty-five (45) days following the Seller Representative's receipt thereof, unless Parent receives from the Seller Representative prior to

such date and time written notice of the Seller Representative's disagreement (a "***Dispute Notice***") with any amount or determination set forth in the Closing Balance Sheet or the Closing Statement or (B) on such earlier date as the Seller Representative notifies Parent that it does not dispute the Closing Balance Sheet and Closing Statement. Any Dispute Notice will specify in reasonable detail the nature and dollar amount of any disagreement so asserted (for purposes of this Section 3.6(b), collectively, the "***Disputed Items***"). If the Seller Representative timely delivers a Dispute Notice, then the determination of the Net Adjustment (in accordance with the resolution described in clause (1) or (2) below, as applicable) will become final, binding and conclusive on Parent, each Participating Securityholder and the Seller Representative on the first to occur of (1) the date on which Parent and the Seller Representative resolve in writing all differences they have with respect to the Disputed Items or (2) the date on which all of the Disputed Items that are not resolved by Parent and the Seller Representative in writing are finally resolved in writing by the Independent Accountant in accordance with Section 3.6(b)(iii).

(iii) During the thirty (30) days following Parent's receipt of a Dispute Notice, Parent and the Seller Representative will seek in good faith to resolve in writing any differences that they have with respect to all of the Disputed Items. Any Disputed Item resolved in writing by Parent and the Seller Representative will be deemed final, binding and conclusive on Parent, each Participating Securityholder and the Seller Representative. If Parent and the Seller Representative do not reach agreement on all of the Disputed Items during such thirty (30) day period (or such longer period as they may mutually agree in writing), then at the end of such thirty (30) day (or longer) period, Parent and the Seller Representative will submit all unresolved Disputed Items (collectively, the "***Unresolved Items***") to the Independent Accountant to review and resolve such matters. Parent and the Seller Representative shall each promptly enter into a customary engagement letter with the Independent Accountant in which the scope of the Independent Accountant's engagement is specified in reasonable detail that is consistent with this Agreement. The Independent Accountant will determine each Unresolved Item (the amount of which may not be more favorable to Parent than the related amount reflected in the Closing Statement nor more favorable to the Participating Securityholders than the related amount set forth in the Dispute Notice) in accordance with this Section 3.6(b)(iii) as promptly as may be reasonably practicable, and Parent and the Seller Representative will instruct the Independent Accountant to endeavor to complete such process by written determination delivered to Parent and the Seller Representative within a period of no more than thirty (30) days. The Independent Accountant shall act as an expert and not as an arbitrator and shall apply the provisions of this Agreement concerning determination of the Closing Balance Sheet and Closing Statement and shall consider only the Unresolved Items in such determination, and the Independent Accountant's determination of the Unresolved Items shall be based solely on written materials submitted by Parent and the Seller Representative (i.e., not on an independent review) and on the applicable definitions and provisions in this Agreement related to the Closing Statement (and the determinations therein as to the calculation of the Net Adjustment and the components thereof). In addition, except as Parent and the Seller Representative may otherwise agree, all communications between Parent and the Seller Representative or any of their respective representatives, on the one hand, and the Independent Accountant, on the other hand, will be in writing with copies simultaneously delivered to the non-communicating party. Absent manifest error, the Independent Accountant's determination of the Unresolved Items will be final, binding and conclusive on Parent, each Participating Securityholder and the Seller Representative, effective as of the date the Independent Accountant's written determination is received by Parent and the Seller Representative. Each of

Parent and the Seller Representative (on behalf of the Participating Securityholders) will bear its own legal, accounting and other fees and expenses of participating in such dispute resolution procedure. The fees and expenses of the Independent Accountant incurred pursuant to this Section 3.6(b)(iii) (the "***Accounting Fees***") shall be allocated equally between Parent, on the one hand, and the Participating Securityholders (whose liability therefor shall be several), on the other hand.

(iv) Adjustment.

(A) If (I) the Net Adjustment as finally determined pursuant to this Section 3.6(b) (the "***Final Cash Payment***") exceeds (II) the Estimated Net Adjustment (such excess, the "***Excess Amount***"), then (1) Parent and the Seller Representative shall instruct the Escrow Agent to distribute the Adjustment Escrowed Cash to the Exchange Agent, promptly, but in any event within five (5) Business Days, after the final determination of the Net Adjustment pursuant to this Section 3.6, for the benefit of the Participating Securityholders, and (2) Parent and the Seller Representative shall cause the Exchange Agent to promptly deliver such Adjustment Escrowed Cash *plus* cash equal to the Excess Amount to the applicable Participating Securityholders in accordance with their respective Pro Rata Portions (as reflected on the Equityholder Schedule (Updated)).

(B) If (I) the Net Adjustment as finally determined pursuant to this Section 3.6(b) is less than (II) the Estimated Net Adjustment (such difference, the "***Shortfall Amount***"), then Parent and the Seller Representative shall instruct the Escrow Agent to release to Parent an amount of cash from the Adjustment Escrowed Cash equal to such Shortfall Amount promptly, but in any event within three (3) Business Days, after the final determination of the Net Adjustment pursuant to this Section 3.6(b), and, if Parent so elects, to the extent the Adjustment Escrowed Cash is less than the Shortfall Amount, a number of General Indemnity Escrow Shares equal to the difference *divided* by the Holdback Share Value. In the event that the Shortfall Amount is less than the Adjustment Escrowed Cash, Parent and the Seller Representative shall instruct the Escrow Agent to promptly, but in any event within three (3) Business Days, after the final determination of the Net Adjustment pursuant to this Section 3.6(b), distribute to the Exchange Agent for the benefit of the Participating Securityholders (including the Converting Holders) the remaining Adjustment Escrowed Cash (in accordance with their respective Pro Rata Portions as reflected on the Equityholder Schedule (Updated)) and Parent and the Seller Representative shall instruct the Exchange Agent to promptly, but in any event within four (4) Business Days, after the final determination of the Net Adjustment pursuant to this Section 3.6(b), to promptly deliver such remaining Adjustment Escrowed Cash to the applicable Participating Securityholders in accordance with their respective Pro Rata Portions (as reflected on the Equityholder Schedule (Updated)),

(v) Tax Treatment. Any adjustments made pursuant to Section 3.6 shall constitute an adjustment to the Merger Consideration (to the extent not required to be treated as interest under Section 1274 or 483 of the Code) for all purposes.

(vi) Sole Remedy. Except as expressly set forth in Article X, the Parties hereto agree that, from and after the Closing, the provisions of this Section 3.6 and the dispute resolution provisions contemplated hereby shall be the sole and exclusive remedy and exclusive forum of the Parties with respect to the matters contemplated by this Section 3.6.

(vii) Net Adjustment. As used herein, "***Net Adjustment***" shall be an amount equal to the *sum* of the following amounts, all as finally determined in accordance Section 3.6(b) and Section 3.6(b)(iv):

(A) the Closing Cash; *plus*

(B) the amount (if any) by which Closing Working Capital is greater than the Target Working Capital; *minus*

(C) the amount (if any) by which Closing Working Capital is less than Target Working Capital; *minus*

(D) the Retained Sale Leaseback Proceeds; *minus*

(E) the Closing Indebtedness; *minus*

(F) the net amount equal to the aggregate amount of Company Transaction Expenses that have been incurred but not paid prior to the Effective Time (disregarding any payment made pursuant to Section 3.4) *minus* the Covered Unpaid Company Transaction Expenses; *minus*;

(G) the Cap Ex Cash, if any; *minus*

(H) the aggregate amount of Cap Ex Unreimbursed Expenses that have been incurred but not paid prior to the Effective Time (disregarding any payment made pursuant to Section 3.4); *minus*

(I) the aggregate amount of Company Closing Bonuses that have not been paid by the Effective Time; *minus*

(J) the Expense Fund.

Section 3.7 Tax Adjustment. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that, with respect to any adjustment to the Merger Consideration, including pursuant to Section 3.2, Section 3.3, Section 3.6 or Section 10.11, (A) any such adjustment shall be made in the form and manner to ensure that that the Merger does not, as a result of such adjustment, fail to qualify as a "reorganization" within the meaning of Section 368(a) of the Code, and (B) if such adjustment would otherwise cause the Merger to fail to so qualify, the Parties shall, as applicable, reduce the amount of cash and increase the number of Subordinate Shares to be received by Participating Securityholders with respect to such adjustment or reduce the number of Subordinate Shares and increase the amount of cash to be paid by Participating Securityholders with respect to such adjustment, in each case, to the extent necessary to ensure that the Merger qualifies as a "reorganization" within the meaning of Section 368(a) of

the Code. For purposes of any such change in the allocation of cash and Subordinate Shares, the Subordinate Shares shall be deemed to have a value equal to the Share Value, except to the extent that, for purposes of determining whether the Merger satisfies each of the requirements of a "reorganization" within the meaning of Section 368 of the Code, applicable law requires a different valuation (in which case, the value of the Subordinate Shares shall be determined based on the valuation required under such applicable law).

Section 3.8 Deliveries at the Closing.

(a) Company Deliveries. In addition to any documents required to be delivered by the Company pursuant to any other provision of this Agreement, including Section 8.2, at or prior to the Closing, the Company shall deliver, or caused to be delivered, to Parent the following:

(i) the Company Certificate;

(ii) an affidavit stating that the Company is not and has not been a United States real property holding corporation during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code, and in the form and substance required under Treasury Regulations Sections 1.1445-2(c) and 1.897-2(h)(1) and a notice to the IRS in the form and substance required by Treasury Regulations Section 1.897-2(h)(2);

(iii) the Registration Rights Agreement, duly executed by the Seller Representative for the benefit of the Participating Securityholders; and

(iv) counterparts of each other Ancillary Agreement to which any Acquired Company or any Participating Securityholder is a party, duly executed by such Acquired Company or the Seller Representative on behalf of the Participating Securityholders.

(b) Parent Deliveries. In addition to any documents required to be delivered by Parent or Merger Sub pursuant to any other provision of this Agreement, including Section 8.3, at or prior to the Closing, Parent shall deliver, or caused to be delivered, to the Company, the Seller Representative, the Escrow Agent or the Exchange Agent, as applicable, the following:

(i) to the Exchange Agent, for distribution to the Participating Securityholders, (1) certificates registered or, if requested by the Participating Securityholder, book entries in the name of each such Participating Securityholder representing the Subordinate Shares to be delivered to the Participating Securityholders at Closing pursuant to Section 3.5 and (2) cash in the amount of the Closing Cash Payment, if any, by wire transfer of immediately available funds to the account designated by the Exchange Agent;

(ii) to the Escrow Agent, the cash and the Subordinate Shares to be held in escrow pursuant to Section 3.4(a);

(iii) to the Seller Representative, the Parent Certificate;

(iv) to the Seller Representative, a Voting Agreement substantially in the form attached hereto as Exhibit D (the "***Voting Agreement***"), duly executed by Boris Jordan and any Related Party or Permitted Holder (each, as defined therein) who holds, as of the Closing, any of the Shares (as defined therein) held by Boris Jordan on the date hereof;

(v) to the Seller Representative, the Registration Rights Agreement, duly executed by Parent;

(vi) to the Seller Representative, counterparts of each other Ancillary Agreement to which Parent or Merger Sub is a party, duly executed by such Party; and

(vii) the Parent Guaranty.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES CONCERNING THE COMPANY

The Company hereby represents and warrants to the Parent Entities that, except as set forth on the Company Disclosure Letter:

Section 4.1 Organization. The Company is duly organized, validly existing and in good standing under the Laws of the State of Delaware and each Acquired Company is duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization. Each Acquired Company is duly qualified or licensed to do business and is in good standing (or its equivalent) as a foreign entity in each jurisdiction in which the conduct of the Business or the ownership, leasing, holding or use of its properties makes such qualification or license necessary, except where the failure to be so qualified or licensed or in good standing would not, individually or in the aggregate, be material to the Business. The Company has made available to Parent true, correct and complete copies of each Acquired Company's Organizational Documents, each as amended to date. Each Acquired Company has all requisite power and authority necessary to own, lease and operate its Assets and carry on the Business conducted by it.

Section 4.2 Power and Authorization.

(a) The Company has all requisite power and authority necessary for the execution, delivery and performance by it of this Agreement and each Ancillary Agreement to which the Company is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party and to consummate the Contemplated Transactions, subject only to the receipt of the Company Stockholder Approval. The Company has duly authorized by all necessary action the execution, delivery and performance of this Agreement and each such Ancillary Agreement to which it is or will be a party and the consummation of the Contemplated Transactions (subject only to the receipt of the Company Stockholder Approval). Each of this Agreement and each Ancillary Agreement to which the Company is or will be a party (i) has been (or, in the case of such Ancillary Agreements to be entered into at Closing, will be when executed and delivered) duly executed and delivered by the Company and (ii) assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitutes (or in the case of such Ancillary Agreements to be entered into at the Closing, will constitute when executed and delivered) the

legal, valid and binding obligation of the Company, Enforceable against the Company in accordance with its terms.

(b) When executed and delivered, the Company Stockholder Approval shall constitute all of the votes, consents and approvals required of the Stockholders for the authorization, execution and delivery by the Company of this Agreement and the Ancillary Agreements to which the Company is or will be a party and the performance by the Company of the Merger and the other Contemplated Transactions. The receipt of the Company Stockholder Approval in accordance with Section 6.6 will constitute the valid and effective approval by the Stockholders pursuant to and in accordance with the DGCL and the Company's Organizational Documents.

Section 4.3 Authorization of Governmental Authorities. To the Company's Knowledge, no Consent of any Governmental Authority is required to be obtained by or on behalf of any Acquired Company, or in respect of any Acquired Company, the Business or any Assets of any Acquired Company, for, or in connection with, (a) the valid and lawful authorization, execution, delivery and performance by the Company of this Agreement or any Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party or (b) the consummation of the Contemplated Transactions, except, in each case, (i) for filings under the HSR Act or any applicable Foreign Competition Law, (ii) for filing of the Certificate of Merger, (iii) for filings under applicable U.S. federal, state and foreign securities laws, (iv) for filings under the Investment Canada Act, if applicable, (v) for Consents required to be made or obtained in connection with the Reorg Plan, (vi) for Consents related to the matters identified in Section 6.3(d) and (vii) for such other Consents of a type not referenced above, the failure of which to be made or obtained would not reasonably be expected to, individually or in the aggregate, adversely and materially affect the Delivered Acquired Companies or the Delivered Business. For avoidance of doubt, but not in any way limiting what other items may be "material", the loss of any Cannabis License held by any of the Acquired Companies in *[redacted – name of State]*, *[redacted – name of State]* or *[redacted – name of State]* as of the date of this Agreement (collectively, the "***Material Cannabis Licenses***" and each, individually, a "***Material Cannabis License***") will be considered material for purposes of the representations set forth in this Section 4.3.

Section 4.4 Non-Contravention. None of the authorization, execution, delivery or performance by the Company of this Agreement or any Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party, nor the consummation of the Contemplated Transactions, will (a) assuming the Consents of the Governmental Authorities described in Section 4.3 and in Section 4.3 of the Company Disclosure Letter are obtained or waived, result in a breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, any Law applicable to any Acquired Company, the Business or any Assets of any Acquired Company, other than the Federal Cannabis Laws; (b)(i) conflict with, result in a breach or violation of, (ii) constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, (iii) result in termination, cancellation or amendment of, (iv) accelerate the performance required by or (v) give rise to any right of termination, cancellation, amendment or acceleration of any of the terms, conditions or provisions of (A) any Material Contract to which the Company or any other Acquired Company is bound, other than such conflicts, violations, breaches, conflicts, defaults, additional rights or obligations, losses of rights or Consents that have not and would not

reasonably be expected to, individually or in the aggregate, adversely and materially affect the Delivered Acquired Companies or the Delivered Business, or (B) the Organizational Documents of any Acquired Company; or (c) result in the creation of any Encumbrance (other than Permitted Encumbrances) on any material Assets of the Acquired Companies.

Section 4.5 Capitalization of the Company; Acquired Companies.

(a) The authorized capital stock of the Company consists of 20,000 shares of Common Stock, of which, as of the date of this Agreement, 10,000 shares are issued and outstanding. The Company has adequate reserves of its Common Stock including for the issuance of shares of Common Stock upon (i) conversion of the Convertible Debentures and (ii) exercise of the option (the "***Option***") issued to *[redacted – name of option holder]* and *[redacted – name of option holder]* pursuant to that certain Option Agreement dated as of *[redacted – date]*. All of the outstanding shares of Common Stock of the Company are held of record by the Stockholders. The Company does not hold shares of its capital stock (or other Equity Interests) in its treasury. All of the outstanding shares of Common Stock have been duly authorized and validly issued and are fully paid and non-assessable. The Option is the only option to purchase shares of Common Stock of the Company that has been granted and is issued and outstanding. All of the outstanding Equity Interests of the Company were issued in compliance with all applicable Laws, including the Securities Act (but not including any Federal Cannabis Laws, to the extent applicable), and applicable Contracts. The general rights, preferences, privileges and restrictions of the capital stock of the Company are as set forth in the Company's Organizational Documents, subject to the A&R Stockholders Agreement.

(b) Section 4.5(b) of the Company Disclosure Letter sets forth, as of the date of this Agreement, an accurate and complete list of the Stockholders, setting forth, with respect to each such Person, such Person's name and the total number of shares of Common Stock held by such Stockholder. When delivered to Parent in accordance with Section 3.3(b), the Payment Schedule will contain a true, accurate and complete list of each Equityholder and the total number of shares of Common Stock held by such Equityholder as of immediately prior to the Effective Time.

(c) The Convertible Debentures are the only convertible debentures or similar instruments issued by the Company. Section 4.5(c) of the Company Disclosure Letter sets forth, for each outstanding Convertible Debenture, the name of the holder thereof, the outstanding principal amount thereof and the estimated number of shares of Common Stock into which such Convertible Debenture is convertible.

(d) Except for the Option Agreements, the Option and the phantom stock award granted to *[redacted – name of individual and date of grant]*, there are no (i) preemptive rights in respect of any Equity Interests in any Acquired Company; (ii) Encumbrance on, or other Contract (including options, warrants, subscriptions, calls, rights, convertible securities, commitments or agreements of any character) relating to the ownership, disposition, redemption, repurchase, transfer or voting of, any Equity Interests in any Acquired Company or obligating any Acquired Company to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any Equity Interests of such Acquired Company; (iii) except for the Contemplated Transactions, Contracts of any Acquired Company which obligates it to purchase,

redeem or otherwise acquire, or make any payment (including any dividend or distribution) in respect of, any Equity Interest in such Acquired Company; or (iv) existing right with respect to registration under the Securities Act of any Equity Interests in any Acquired Company.

(e) The Company does not sponsor or maintain any stock option plan or any other plan or agreement providing for equity compensation or profit participation features (whether contingent or otherwise) to any Person. Except for the Option and the phantom stock award referred to in Section 4.5(d), there are no outstanding or authorized options, restricted stock units or stock appreciation, phantom stock, profit participation, contingent value or other similar rights with respect to the Company.

(f) Except for the Convertible Debentures, no Acquired Company has any outstanding bonds, debentures, notes, options or other obligations, the holders of which have the right to vote with the Stockholders on any matter or which are convertible into or exercisable or exchangeable for Equity Interests of any Acquired Company.

(g) The Company has previously disclosed to Parent an accurate and complete list of each Acquired Company, such Acquired Company's jurisdiction of incorporation or formation, each jurisdiction in which such Acquired Company is qualified to do business and, except with respect to each Acquired Company to which Section 4.5(h) applies, the record ownership (by name and number and percentage of equity interests) as of the date hereof of all Equity Interests issued by such Acquired Company. Each Acquired Company is directly or indirectly wholly owned by the Company or the Company or a Subsidiary of the Company has the right to purchase 100% of the equity of such Acquired Company pursuant to duly executed and Enforceable Option Agreement, a copy of which has been made available to Parent.

(h) With respect to each Not Owned Company, the Company has previously identified to Parent:

(i) the name of each Person that holds Equity Interests in such Not Owned Company, the number and class or type of Equity Interests held by each such Person and each such Person's percentage interest in such Not Owned Company; and

(ii) by name, date and parties thereto, each limited liability company or operating agreement (each, a "***Company LLC Agreement***"), each Support Agreement and each Option Agreement related to such Not Owned Company.

Each Company LLC Agreement, each Support Agreement and each Option Agreement has been duly authorized, executed and validly delivered by the parties thereto and is in full force and effect and Enforceable. Upon the exercise by the Company or a Subsidiary of the Company, as applicable, of the options to acquire Equity Interests of a Not Owned Company pursuant to the applicable Option Agreement, the Company or such Subsidiary will become the owner of the Equity Interests of such Not Owned Company described in such Option Agreement as to which the option is exercised and will have the other rights, benefits and obligations, if any, set forth therein, it being understood that the Consent of applicable Governmental Authority(ies) may be required in connection with the transfer of the applicable Cannabis License.

Section 4.6 Financial Matters.

(a) The Company has made available to Parent the financial statements attached to Section 4.6(a) of the Company Disclosure Letter (collectively, the "***Company Financials***").

(b) The Company Financials (including any notes thereto) are derived from and are in accordance with the books and records of the applicable Acquired Company. The Company Financials, have been prepared in accordance with IFRS, consistently applied, and fairly present, in all material respects, the financial position and results of the operations of the applicable Acquired Companies as of the times and for the periods referred to therein (except, in the case of the Interim Company Financials, for the absence of footnotes and normal year-end adjustments that are not material in amount). All reserves that are set forth or reflected in the Company Financials have been established in accordance with IFRS and, in the Company's good faith business judgement, are adequate for the operation of the Business in the Ordinary Course of Business.

(c) The books of account of each Acquired Company are prepared and maintained in form and substance adequate for preparing financial statements in accordance with IFRS or U.S. generally accepted accounting principles, as the case may be.

(d) To the Company's Knowledge, no independent accountant of the Acquired Companies, or any current or former Company Associate, has identified or been made aware of any fraud, whether or not material, that involves management or current or former Company Associates who have a role in the preparation of financial statements or the internal accounting controls utilized by the Acquired Companies and that is related to such role, or any claim or allegation regarding any of the foregoing.

(e) Neither the Company nor any other Acquired Company has any Liabilities of a type required to be reflected on a balance sheet in accordance with IFRS, except for (i) Liabilities accrued or reserved against in the Company Financials; (ii) Liabilities that have arisen since the Most Recent Balance Sheet Date in the Ordinary Course of Business, including Liabilities arising under executory Contracts of any of the Acquired Companies (but excluding any Liabilities for breach of contract, breach of warranty, tort, infringement or violation of Law (other than Federal Cannabis Laws) or related to any Action); (iii) Company Transaction Expenses or Company Closing Bonuses and other fees and expenses incurred in connection with the Contemplated Transactions; and (iv) Liabilities of an Acquired Company that are not material to such Acquired Company in amount.

(f) The Company, on a consolidated basis, has (i) assets in Canada whose aggregate value does not exceed Ninety-Six Million Canadian Dollars (C$96,000,000) and (ii) annual gross revenues during calendar year 2018 from sales in or from Canada, generated from such assets in Canada, that do not exceed Ninety-Six Million Canadian Dollars (C$96,000,000); in each case, calculated in accordance with the Competition Act (Canada) and the regulations promulgated thereunder.

(g) The monthly sales report dated June 30, 2019 and made available to Parent is true and correct in all material respects.

Section 4.7 Absence of Certain Developments. Between the Most Recent Balance Sheet Date and the date of this Agreement, except contemplated by the Reorg Plan, Real Estate Plan and Cap Ex Plan:

(a) the Acquired Companies have conducted the Business in the Ordinary Course of Business;

(b) there has not been any change, development, condition or event that constitutes a Material Adverse Effect of the Company; and

(c) no Acquired Company has:

(i) amended its Organizational Documents, effected any split, combination, exchange, reclassification, recapitalization, stock dividend or similar action with respect to its capital stock or other Equity Interests or adopted or carried out any plan of complete or partial liquidation or dissolution;

(ii) except for the issuance of shares of Common Stock pursuant to the conversion of any Convertible Debenture or the exercise of the Option, authorized, transferred, issued, sold or disposed of any shares of capital stock or other securities of the Company or any other Acquired Company or, except pursuant to this Agreement or an Option Agreement, granted options, warrants, calls or other rights to purchase or otherwise acquire shares of the capital stock or other securities of the Company or any other Acquired Company;

(iii) declared or paid a dividend on, or made any other distribution in respect of, its capital stock or other Equity Interests (except for cash dividends or distributions by Subsidiaries of the Company to the Company) or repurchased, redeemed or otherwise acquired or cancelled any of its capital stock;

(iv) except in the Ordinary Course of Business, acquired any real property or sold, assigned, licensed, transferred, conveyed, leased or otherwise disposed of any real property or amended, modified, extended, renewed or terminated any Lease or entered into any new Lease;

(v) incurred, assumed or otherwise become liable in respect of any Indebtedness or incurred or suffered any Encumbrance, other than Permitted Encumbrances, on any of its Assets or incurred or become subject to any Liability, except Indebtedness or Liabilities incurred in the Ordinary Course of Business;

(vi) entered into any transaction with any Affiliate of any Acquired Company, including the Core Securityholders and their Related Parties, other than loans or advances among the Acquired Companies and other than transactions on arms'-length commercial terms that are terminable on 90-days' notice without premium or penalty;

(vii) (A) merged or consolidated with any Person; (B) acquired any Assets, except for acquisitions of Assets in the Ordinary Course of Business; or (C) made any loan, advance or capital contribution to, or acquired any Equity Interests in, any Person (other than loans and advances to Company Associates in the Ordinary Course of Business and other than loans or advances to another Acquired Company, all of which are identified in Section 4.7(c)(vii) of the Company Disclosure Letter);

(viii) sold, exclusively licensed or otherwise disposed of any of its material Assets or any Company Intellectual Property, except in the Ordinary Course of Business;

(ix) made or committed to make any capital expenditure in excess of $250,000 individually, except maintenance, construction, packaging, equipment and build-out capital expenditures incurred in the Ordinary Course of Business;

(x) delayed or postponed the payment of accounts payable and other Liabilities or accelerated accounts receivable and invoicing or product delivery outside the Ordinary Course of Business;

(xi) (A) materially increased any Compensation or employee benefits, whether conditionally or otherwise, provided to any Company Associate, other than in the Ordinary Course of Business or as required by applicable Law, or (B) adopted, amended or terminated any Company Plan, except to the extent required to comply with applicable Law, other than in the Ordinary Course of Business or as requested by Parent or as contemplated by this Agreement, or (C) terminated any Key Executive or any other officer of any Acquired Company or hired any new executive officers of any Acquired Company, other than in the Ordinary Course of Business;

(xii) implemented or adopted any change in its accounting methods, policies, principles or procedures, except as required by Law or by IFRS;

(xiii) cancelled, settled, discharged or compromised any material debt to or claim of any Acquired Company;

(xiv) settled, agreed to settle or waived any pending Actions (A) involving potential payments to any Acquired Company or by any Acquired Company in excess of $250,000 individually or $1,000,000 in the aggregate or (B) so as to admit liability or consent to non-monetary relief;

(xv) filed any amended Tax Return; changed or revoked any material Tax election; changed any method of accounting for material Tax purposes other than in the Ordinary Course of Business; settled any Action in respect of Taxes; or entered into any Contract in respect of material Taxes with any Governmental Authority;

(xvi) entered into any new line of business that is different from the Business or discontinued any line of business or any business operations;

(xvii) (A) terminated any Company Material Contract, (B) materially amended or waived any material rights under any Company Material Contract other than in the Ordinary Course of Business or (C) entered into any Contract that would be a Company Material Contract if entered into prior to the date hereof, other than Contracts with customers or suppliers entered into in the Ordinary Course of Business;

(xviii) withdrawn any submitted application for, or terminated or allowed to lapse, any Cannabis License; or

(xix) agreed to take any action prohibited by clauses (i) through (xviii) of this Section 4.7.

Section 4.8 Assets. Each of the Acquired Companies has good and valid title to, or, in the case of tangible personal property held under a lease or other Contract, an Enforceable interest in, or valid rights to use for the purposes for which they are presently being used, all of the, material tangible Assets that are used in the operation of the Business, free and clear of Encumbrances other than Permitted Encumbrances, except where the failure to have such title or Enforceable interest in or right to use would not adversely and materially affect the Delivered Acquired Companies. To the Company's Knowledge, all such Assets that are tangible personal property are free from material or other significant defects, except for ordinary wear and tear or as otherwise reflected in the Company Financials.

Section 4.9 Real Property.

(a) Section 4.9(a)(i)-1 of the Company Disclosure Letter contains a true and complete list, as of the date of this Agreement, of all real property owned by an Acquired Company and includes the name of the record title holder thereof and a list of all Indebtedness secured by an Encumbrance thereon. Section 4.9(a)(i)-2 of the Company Disclosure Letter contains a true and complete list, as of the date of this Agreement, of all real property that an Acquired Company has a right to acquire and identifies by name, parties and date the applicable acquisition agreement. Each of the Acquired Companies has good and marketable title in fee simple to all the real property owned by it, free and clear of all Encumbrances other than Permitted Encumbrances. Except to the extent contemplated by the Cap Ex Plan, all of the buildings, structures and appurtenances situated on such real property are in good operating condition and in a state of good maintenance and repair (ordinary wear and tear excepted), are adequate for the purposes for which they are presently being used and, with respect to each, an Acquired Company has rights of ingress and egress adequate for the operation of its Business in the Ordinary Course of Business. All such real property is adequately served by gas (if needed), electricity, water, sewage and waste removal utilities for the purposes for which it is presently being used. None of the buildings, structures or appurtenances on any of the Owned Real Property, nor the operation or maintenance thereof, materially encroaches on any property owned by others, except to the extent any such encroachment would not, individually or in the aggregate, be material. No condemnation proceeding is pending or, to the Knowledge of the Company, threatened which would preclude or impair the use of any such real property by the Acquired Companies for the purposes for which it is currently used.

(b) Section 4.9(b)-1 of the Company Disclosure Letter sets forth an accurate and complete list, as of the date of this Agreement, of each parcel of real property leased, subleased

or licensed by an Acquired Company in connection with the Business (together with any buildings, structures, improvements or fixtures located thereon, collectively, the "***Company Leased Real Property***"), together with (i) the name of the Acquired Company that is the lessee, sublessee or licensee of such Company Leased Real Property, (ii) the address of such Company Leased Real Property, (iii) the use of such Leased Real Property and (iv) the name, date and counterparty to each lease, sublease, or other Contract under which such Company Leased Real Property is occupied or used (collectively, the "***Company Leases***"). Section 4.9(b)-2 of the Company Disclosure Letter contains a true and complete list, as of the date of this Agreement, of all real property that an Acquired Company has a right to lease and identifies by name, parties and date the applicable lease agreement.

(c) The Company has made available to Parent accurate and complete copies of each Company Lease, in each case, as amended or otherwise modified and in effect. The applicable Acquired Company has a valid leasehold interest in the Company Leased Real Property leased, subleased, licensed, used or occupied by such Acquired Company, free and clear of Encumbrances other than Permitted Encumbrances, and enjoys peaceful and undisturbed possession of such Company Leased Real Property. Each Company Lease is in full force and effect and Enforceable against the Acquired Company party thereto and, to the Company's Knowledge, each other party to such Company Lease. No Acquired Company has received any written notice of any, and, to the Knowledge of the Company there exists no, dispute, claim, event of default or event which constitutes or would constitute (with notice or lapse of time or both) a default under any Company Lease. All rent and other amounts due and payable with respect to each Company Lease on or prior to the date hereof have been paid through the date of this Agreement.

(d) There are no Contracts that preclude or restrict, in any material respect, the ability of any Acquired Company to use any Company Leased Real Property for the purposes for which they are presently being used (or currently contemplated to be used, not including for this purpose any contemplated plans to expand any cannabis dispensary to include adult use). Since January 1, 2017, the activities carried on by the applicable Acquired Company in all buildings, structures, improvements or fixtures included as part of, or located on or at, the Company Leased Real Property, have not been and are not in material violation of, or in material conflict with, any applicable building, zoning, environmental, health or safety regulations or ordinances or any other similar Laws (other than any applicable Federal Cannabis Law), except where failure to comply with such Laws would not, individually or in the aggregate, adversely and material affect the Delivered Acquired Companies or the Delivered Business.

(e) No Acquired Company is a lessor, sublessor or licensor of any real property and no Person (other than the Acquired Companies and the Company Associates) occupies any portion of the Company Leased Real Property.

Section 4.10 Intellectual Property; Technology; Privacy.

(a) Section 4.10(a) of the Company Disclosure Letter sets forth an accurate and complete list, as of the date of this Agreement, of all Company Owned Intellectual Property that is (i) registered, issued or subject to a pending application with any Governmental Authority (collectively, the "***Company Registrations***"), (ii) a domain name registration or social media

handle, or (iii) a material unregistered Trademark, which is not the subject of any federal or state application, together with the owner of such scheduled Company Owned Intellectual Property. Section 4.10(a) of the Company Disclosure Letter identifies, to the extent applicable, (A) the filing and registration or application numbers for all Company Registrations, (B) the corresponding social media service for social media handles, and (C) with respect to material unregistered Trademarks, which are not the subject of any federal or state application: (1) the applicable goods or services, (2) the Company's best estimate of the first date of use and first date of use in interstate commerce, and (3) the jurisdiction for material Trademarks not within the scope of Company Registrations. Each of the Company Registrations is subsisting, in full force and effect, and has not been cancelled, expired, abandoned, or otherwise terminated. To the Company's Knowledge, all of the Company Registrations are valid and enforceable within the applicable jurisdiction. Immediately after the Closing, the Acquired Companies will continue to have the right to exploit all Company Owned Intellectual Property and Company Licensed Intellectual Property on substantially similar terms and conditions as the Acquired Companies enjoyed immediately prior to the Closing. There are no annuities, payments, fees, responses to office actions or other filing required to be made with respect to the Company Registrations and having a due date within ninety (90) days after the date of this Agreement.

(b) All Company Owned Intellectual Property, including the Company Intellectual Property Rights set forth in Section 4.10(a) of the Company Disclosure Letter, is exclusively owned by an applicable Acquired Company, and all Company Licensed Intellectual Property is licensed by an Acquired Company pursuant to a valid Contract, in each case free and clear of any Encumbrance other than Permitted Encumbrances. None of the Company Owned Intellectual Property is jointly owned by or with any third Person and none of the Acquired Companies (nor any of their predecessors-in-interest) have granted or agreed to grant any option or right to any Person to purchase any Company Owned Intellectual Property (in whole or in part) and none of the Company Owned Intellectual Property is subject to any written reversionary interest or any claim of any prior owner or any other Person. At no time during the conception or reduction to practice of any material Company Owned Intellectual Property was any Acquired Company, or to the Company's Knowledge, was any other Person that developed or created any such material Company Owned Intellectual Property operating under any grants or funding arrangements or otherwise using any resources from any Governmental Authority, a university, college, of other educational institution or research center.

(c) Each of the Acquired Companies has taken commercially reasonable steps to maintain and protect the secrecy, confidentiality and value of its trade secrets and other confidential information. An Acquired Company has entered into (i) written confidentiality agreements with each current employee who has participated in the development or creation of any material Company Owned Intellectual Property on behalf of an Acquired Company obligating such Person to maintain the confidentiality of the applicable Acquired Company's confidential information both during and after the term of such Person's employment or engagement and which include provisions which acknowledge the applicable Acquired Company's ownership of such Acquired Company's confidential information; and (ii) written agreements with all non-employees who have participated in the development or creation of any material Company Owned Intellectual Property on behalf of an Acquired Company containing provisions which either assign to the applicable Acquired Company ownership of such Company Owned Intellectual Property developed by such Person or acknowledge the applicable Acquired Company's ownership of such

Company Owned Intellectual Property developed by such Person (or using words of similar import). To the Company's Knowledge, there has not been any breach by any such Person of any such agreement. To the Company's Knowledge, there has been no unauthorized use, access by, or disclosure to a third Person of any material trade secret or know how within the Company Owned Intellectual Property.

(d) No Acquired Company has received any written notice or written claim within the three years preceding the date of this Agreement challenging the validity, enforceability, or exclusive ownership of any Company Owned Intellectual Property. No Company Registration is now involved in or, since January 1, 2017, has been involved in any opposition, cancellation, derivation, interference, reissue, reexamination, or other post-grant proceeding, and, to the Company's Knowledge, no such proceeding is or, since January 1, 2017, has been threatened.

(e) To the Company's Knowledge, the products and services and the conduct of the Business of the Acquired Companies do not infringe, violate or misappropriate the Intellectual Property of any Person. No Acquired Company is or, since January 1, 2017, has been subject to any Action or Governmental Order or received any written charge, complaint, claim, demand or notice alleging infringement, violation or misappropriation of the Intellectual Property of any Person or suggesting that such Acquired Company take a license of Intellectual Property used by such Acquired Company due to an allegation of infringement, violation or misappropriation of such Intellectual Property. No Acquired Company is subject to any Action or Governmental Order or any settlement agreement or stipulation restricting in any manner the use, transfer or licensing by any Acquired Company of any Company Intellectual Property or adversely affecting the validity, use or enforceability of any Company Intellectual Property. To the Company's Knowledge, no Person has, since January 1, 2017, infringed, violated or misappropriated and no Person is currently infringing, violating or misappropriating any Company Owned Intellectual Property or any Company Licensed Intellectual Property that is exclusively licensed to any Acquired Company or for which any Acquired Company has the right to bring suit for infringement, misappropriation or other violation of such rights. Except as between Acquired Companies, none of the Acquired Companies has transferred ownership of or, except as contemplated by this Agreement or the Reorg Plan, agreed to transfer ownership of any Company Owned Intellectual Property to any Person.

(f) The Contemplated Transactions (A) have not caused, and will not cause, the forfeiture or termination of, or give rise to a right of forfeiture or termination of any Company Intellectual Property Rights, (B) have not impaired, and will not impair, the right of any Acquired Company to use, possess, sell or license any such Company Intellectual Property or portion thereof in the manner any Acquired Company uses, possesses, sells or licenses such Company Intellectual Property as of the date of this Agreement, (C) have not caused, and will not cause, any Acquired Company to be in breach of any material Contract governing any Company Intellectual Property, and (D) have not resulted in, and will not result in, the modification, cancellation, termination, suspension of, or acceleration of, any payments with respect to any Contract governing any Company Intellectual Property, or give any Person the right to do any of the foregoing.

(g) Section 4.10(g) of the Company Disclosure Letter sets forth an accurate and complete list, as of the date of this Agreement, of each Contract (i) pursuant to which any Company Intellectual Property is licensed, or was sold, assigned, or otherwise conveyed or provided, to an

Acquired Company, other than (A) Contracts between an Acquired Company and another Acquired Company, (B) non-disclosure agreements entered into in the Ordinary Course of Business and (C) Contracts for Off-The-Shelf Software, and (ii) under which an Acquired Company has granted to any Person any right, title or interest in any Company Intellectual Property, including settlement agreements and covenants not to sue, other than (1) Contracts between an Acquired Company and another Acquired Company, (2) any non-disclosure agreements entered into in the Ordinary Course of Business and (3) non-exclusive licenses to customers in the Ordinary Course of Business (the Contracts referred to in clauses (i) and (ii) above, collectively, the "***Company IP Contracts***"). The Acquired Companies own or otherwise have the right to use all Company Intellectual Property Rights used in the Business; provided the foregoing shall not be construed to be a representation or warranty as to any infringement, violation or misappropriation by the Acquired Companies or the Business (any such representation or warranty being set forth exclusively in Section 4.10(e) above).

(h) None of the Acquired Companies has developed or had developed on its behalf, and does not own the Intellectual Property of, any material Software.

(i) The Software within the Company Intellectual Property and the Acquired Companies' rights therein are sufficient and adequate to conduct the Business as currently conducted.

(j) All Information Systems (i) are sufficient for the current needs of the Business and (ii) within the preceding twelve (12) months have not been impacted by any material malfunction that has not been remedied or replaced, or any unplanned downtime or service interruption, in either case that caused a significant disruption or interruption in the Business. The Acquired Companies own or have the valid right to operate or use all Information Systems necessary to operate its Business as currently conducted.

(k) With respect to privacy and data protection:

(i) To the Company's Knowledge, the Acquired Companies have obtained, in all material respects, all rights, permissions, consents and licenses necessary to Process any data, including Personal Data, used, generated by or derived from the products or services of, or otherwise Processed by, the Acquired Companies in the manner used, generated by, derived from or otherwise Processed by the Acquired Companies as of the date of this Agreement. To the Company's Knowledge, any third party engaged by or on behalf of the Acquired Companies under a Contract to Process any Personal Data in connection with the operation of the Business has at all times complied in all material respects with such Contract.

(ii) No Person has asserted or threatened any notice, claim, complaint, challenge or inquiry regarding the Acquired Companies' information practices or use of Personal Data, including third parties alleging a violation of data privacy and security policies.

(iii) The Acquired Companies comply, and each of their respective data privacy and security practices conform, in all material respects with (A) applicable Laws (other than Federal Cannabis Laws, to the extent applicable), including Privacy Laws; and (B) any obligations under Material Contracts relating to Personal Data.

(iv) Each Acquired Company Processes all Personal Data using physical and technical measures (including administrative, electronic and physical safeguards), consistent with similarly situated companies, designed to maintain the integrity, confidentiality and security of the Personal Data Processed by or on behalf of the Acquired Companies and to protect against and prevent loss, theft, misuse, damage and unauthorized access, use, Processing, disclosure or modification. Each Acquired Company takes measures consistent with similarly situated companies to prevent the introduction of malware, unauthorized software, unauthorized hardware or software configuration changes, or other contaminants, except where the failure of any of the foregoing would not, individually or in the aggregate, reasonably be expected to adversely and materially affect the Delivered Acquired Companies or the Delivered Business.

(v) To the Company's Knowledge, there has been no (A) unauthorized or unlawful disclosure of or access to Personal Data, (B) security breach or intrusion into the networks or systems of the Acquired Companies that store or Process, or any third party that stores or Processes on behalf of the Acquired Companies, any data or information, including Personal Data or (C) Action or circumstance requiring an Acquired Company to notify a Governmental Authority, any affected party or any other third party of any unauthorized Processing of Personal Data or violation of any Privacy Laws or Contract.

(vi) No Acquired Company has received any written (or, to the Company's Knowledge, oral) notice, claim, complaint, challenge, inquiry, alleging the violation of any Privacy Laws, data privacy or security policies or Contract relating to Personal Data. The Acquired Companies have not received any notice that any Person (including any Governmental Authority) has commenced any Action with respect to the loss, theft, misuse, damage or unauthorized or unlawful access, use, Processing, disclosure or modification of any Personal Data by or on behalf of the Acquired Companies.

(vii) The Acquired Companies have a privacy policy regarding the collection, use or disclosure of data in connection with the operation of the Business that is available to all visitors to any websites or applications provided by or on behalf of the Acquired Companies prior to the collection of any data in the possession, custody or control of, or otherwise held or processed by or on behalf of, the Acquired Companies. The privacy policy of the Acquired Companies accurately describes, in all material respects, the Acquired Companies' information collection, disclosure and use practices.

(viii) Assuming each member of the Parent Group (and its agents) that receive Personal Data have in place all proper and required compliance and security safeguards (including nondisclosure agreements) as required by applicable Law and policies, the transfer of Personal Data resulting from the consummation of the Contemplated Transactions will not violate any applicable Law related to data privacy or any data privacy or security requirements imposed on the Acquired Companies under any Contract, or result in any restriction, loss or impairment of the rights to own, disclose or use any Personal Data, nor will such consummation require the consent of any third party in respect of any Personal Data.

Section 4.11 Compliance with Laws; Permits.

(a) Except as previously disclosed to and discussed with Parent, the Acquired Companies have, since January 1, 2017, complied and are now complying, with all Laws (other than Federal Cannabis Laws) applicable to them, the Business or their respective properties or assets, except where failure to comply with such Laws would not, individually or in the aggregate, adversely and materially affect the Delivered Acquired Companies or the Delivered Business. The Acquired Companies have not, since January 1, 2017, received any written (or, to the Knowledge of the Company, oral) notice regarding any actual or potential breach or violation of, or default under, any applicable Law (other than Federal Cannabis Laws) by any Acquired Company, except that would not, individually or in the aggregate, adversely and materially affect the Delivered Acquired Companies or the Delivered Business. To the Knowledge of the Company, there is not currently pending any internal investigation related to any actual or potential breach or violation of, or default under, any applicable Law (other than Federal Cannabis Laws) by any Acquired Company, except that would not, individually or in the aggregate, adversely and materially affect the Delivered Acquired Companies or the Delivered Business.

(b) All material Permits (including all Cannabis Licenses) required for the Acquired Companies to conduct the Business as currently conducted have been obtained by such Acquired Companies and are operational, valid and in full force and effect, except where the failure to obtain or maintain any such Permit (other than a Cannabis License) would not, have a Material Adverse Effect on the Company. All fees and charges due and owing with respect to such Permits as of the date hereof have been paid in full, except where the failure to pay such fees or charges would not, individually or in the aggregate, adversely and materially affect the Delivered Acquired Companies or the Delivered Business.

(c) Section 4.11(c) of the Company Disclosure Letter sets forth an accurate and complete list, as of the date of this Agreement, of each material Permit (including each Cannabis License) held by each Acquired Company, together with the Governmental Authority responsible for issuing such Permit, the status thereof (i.e., provisional, operational or otherwise) and the expiration or renewal date of such Permit. All such Permits disclosed in Section 4.11(c) of the Company Disclosure Letter are in full force and effect (provided, that with respect to each Cannabis License, such Cannabis License is in force and effect solely to the extent to the status thereof (whether provisional, temporary or otherwise)), except, in the case of Permits other than Material Cannabis Licenses, where the failure of such Permit to be in full force and effect would not, individually or in the aggregate, adversely and materially affect the Delivered Acquired Companies or the Delivered Business. As of the date hereof and since January 1, 2017, no Governmental Authority has threatened in writing (or, to the Knowledge of the Company, orally) the suspension, revocation, cancellation or invalidation of any material Permit (including any Cannabis License) held by any Acquired Company. No Acquired Company is in material default or material violation (and no event has occurred that, with notice or the lapse of time or both, would constitute a material default or material violation) of any term, condition or provision of any such material Permit (including any Cannabis License) to which it is a party.

(d) For avoidance of doubt, but not in any way limiting what other items may be "material", the loss of any Material Cannabis License will be considered material for purposes of the representations set forth in this Section 4.11.

(e) No representation or warranty is made in this Section 4.11 with respect to Federal Cannabis Laws or compliance with (i) Securities Laws, which are covered solely in Section 4.5; (ii) building, zoning, environmental, health or safety regulations or ordinances or any other similar Laws, which are covered solely in Section 4.9(d); (iii) Privacy Laws and other similar applicable Laws, which are covered solely in Section 4.10(k), (iv) Tax Laws, which are covered solely in Section 4.12, (v) ERISA and other applicable Laws relating to employee benefits, which are covered solely in Section 4.13, (vi) Laws related to employment and labor, which are covered solely in Section 4.17, or (vii) Environmental Laws, which are covered solely in Section 4.20.

Section 4.12 Tax Matters.

(a) Each of the Acquired Companies has timely filed, or has caused to be timely filed on its behalf, all income, sales, use, excise and other material Tax Returns required to be filed by it (taking into account any extensions of the due date for filing), and all such Tax Returns are true, correct and complete in all material respects. All material Taxes that are due and owing by the Acquired Companies (whether or not shown on such Tax Returns) have been paid in full other than Taxes which individually or in the aggregate are not reasonably expected to be material. All unpaid Taxes of the Acquired Companies as of the Most Recent Balance Sheet Date have been properly accrued on the Most Recent Balance Sheet. There are no Encumbrances other than Permitted Encumbrances for Taxes not yet due with respect to Taxes upon any Asset of the Company. Each of the Acquired Companies has withheld or collected and reported and paid over to the appropriate Governmental Authority all material Taxes required to have been withheld or collected, reported and paid by an Acquired Company in connection with any amounts paid or owing to any employee, independent contractor, customer, creditor, stockholder or other third party.

(b) The Company has made available to Parent copies of all available U.S. and non-U.S. federal, state, provincial, municipal and local income Tax Returns filed with respect to the Acquired Companies for taxable periods ending on or after December 31, 2015.

(c) No Acquired Company has received written notice of any Action that is currently pending concerning any Tax of the Acquired Companies, nor has any Acquired Company received written notice from any Governmental Authority of any request for any Action that has not been paid in full or otherwise settled. No Acquired Company has received any written notice of assessment or deficiency, or proposed or threatened assessment or deficiency, in connection with any Tax or Tax Return, which has not been paid in full or otherwise settled. Since January 1, 2015, no Acquired Company has been notified in writing by any Governmental Authority in a jurisdiction in which such Acquired Company does not file Tax Returns that such Acquired Company is or may be subject to Tax in that jurisdiction.

(d) No Acquired Company has consented to extend the time in which any Tax may be assessed or collected by any Governmental Authority, which extension will remain in effect after the Closing Date. No Acquired Company has requested or been granted an extension of time for filing any Tax Return to a date later than the Closing Date that has not been filed.

(e) No Acquired Company has been a member of an "affiliated group" within the meaning of Section 1504(a) of the Code filing a consolidated federal income Tax Return (other

than a group the common parent of which was the Company). No Acquired Company has any Liability for the Taxes of any other Person (other than an Acquired Company): (i) under Treasury Regulation Section 1.1502-6 (or any corresponding or similar provision of applicable Law), (ii) as a transferee or successor or (iii) otherwise by operation of applicable Law.

(f) No Acquired Company is a party to any Tax sharing, Tax indemnification or Tax allocation agreement with any Person (other than an Acquired Company) relating to allocating, indemnifying or sharing the payment of, or Liability for, Taxes that is currently in effect (other than any such agreement under which Tax sharing is not the principal purpose), other than this Agreement. Any such agreement shall be terminated at or before the Effective Time without any Liability to any Acquired Company.

(g) None of the Acquired Companies will be required to include any item of income in, or exclude any item of deduction from, taxable income for any Post-Closing Tax Period as a result of: (i) any change in method of accounting for a taxable period ending on or prior to the Closing Date pursuant to Section 481 of the Code (or any corresponding or similar provision of state, provincial, municipal, local or non-U.S. Tax Law); (ii) any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, provincial, municipal, local or non-U.S. income Tax law) executed on or prior to the Closing Date; (iii) any deferred intercompany gain or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, provincial, municipal, local or non-U.S. income Tax law) arising from transactions occurring on or before the Closing Date; (iv) any use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (v) any installment sale or open transaction disposition made on or prior to the Closing Date; (vi) any prepaid or deferred amount received on or prior to the Closing Date that is not taken into account in the determination of the Closing Working Capital; or (vii) any election under Section 108(i) of the Code or any corresponding or similar provision of state, provincial, municipal, local or non-U.S. income Tax law).

(h) No Acquired Company is a party to, is bound by, or has any obligation under, any closing or similar agreement with any Governmental Authority in connection with any Tax with respect to any period for which the statute of limitations has not expired. No Acquired Company is or has been subject to adjustment under Section 482 of the Code (or any or any corresponding or similar provision of state, provincial, municipal, local or non-U.S. income Tax law).

(i) No Acquired Company is subject to, or has applied for, any private letter ruling of the IRS or comparable rulings relating to Taxes of any Governmental Authority. No Acquired Company has any outstanding request to change a method of accounting, subpoena or request for information with any Governmental Authority in connection with any Tax except in connection with the Reorg Plan. No Acquired Company has granted to any Person any power of attorney that is currently in force with respect to any Tax matter that will not be terminated as of the Closing Date.

(j) The Acquired Companies have not participated in any "listed transaction", as defined under Section 6707A(c)(2) of the Code or Treasury Regulations Section 1.6011-4(b)(2) (or any predecessor thereof).

(k) The Company is not and has not been a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A) of the Code.

(l) The Company is and has always been a domestic corporation for U.S. federal income Tax purposes. Each other Acquired Company is and has always been a domestic corporation, a domestic partnership or disregarded as an entity separate from the Company (or other Acquired Company) for U.S. federal income tax purposes. No Acquired Company owns or has ever owned an interest in a foreign entity. No Acquired Company is subject to Tax in any country other than its country of incorporation or formation by virtue of having a permanent establishment (as defined in any applicable Tax treaty) or other fixed place of business in such other country.

(m) During the past two (2) years, except as contemplated by the Reorg Plan, none of the Acquired Companies has distributed stock of another Person, or had its stock distributed by another Person in a transaction intended or purported to be governed, in whole or in part, by Section 355 of the Code or Section 361 of the Code.

(n) As of the date hereof, neither the Company nor any Acquired Company has taken or agreed to take any action, nor does the Company or any Acquired Company have knowledge of any fact or circumstance that could reasonably be expected to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code. To the Company's Knowledge, there are no agreements, plans or other circumstances that would reasonably be expected to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

Section 4.13 Employee Benefit Plans.

(a) Section 4.13(a) of the Company Disclosure Letter sets forth an accurate and complete list, as of the date of this Agreement, of all material Company Plans. "***Company Plans***" means an Employee Plan that any Acquired Company sponsors or maintains, or to which any Acquired Company is a party, contributes or is obligated to contribute, or which cover the Company Associates or for which the Acquired Companies have any Liability as of the date hereof. With respect to each Company Plan, the Company has made available to Parent copies of each of the following: (i) the material plan documents together with all amendments thereto, and any related adoption agreements, (ii) the most recent summary plan description, if any, required under ERISA, or any other material descriptions provided to employees or participants, (iii) each funding arrangement, trust agreement and insurance or group annuity contract relating to any Company Plan, (iv) in the case of any plan that is intended to be qualified under Section 401(a) of the Code, the most recent determination or opinion letter from the IRS, (v) the three (3) most recent annual reports and Form 5500s required to be filed with the IRS with respect to each Company Plan (if any such report was required) and (vi) all non-routine or material correspondence to and from any Governmental Authority with respect to a Company Plan.

(b) Each Company Plan has been maintained, operated and administered in compliance, in all material respects, with its terms and the applicable requirements of ERISA, the Code and any other applicable Laws (not including any Federal Cannabis Law, to the extent

applicable thereto). Each Company Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS or is comprised of a master, prototype or volume submitter plan that has received a favorable opinion letter from the IRS, in each case that has not been revoked. There is no pending or, to the Company's Knowledge, threatened Action or audit relating to any Company Plan (including any such Action or audit by any Governmental Authority), other than routine claims for benefits provided by the Company Plans and appeals of such claims that would not reasonably be expected to result in material Liability to any Acquired Company.

(c) None of the Acquired Companies or any ERISA Affiliate of the Acquired Companies maintains, sponsors, contributes to, has any obligation to contribute to, or otherwise has any Liability under or with respect to (i) any plan subject to Title IV of ERISA or Section 412 of the Code, (ii) any "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, (iii) any "multiple employer plan" (within the meaning of Section 210 of ERISA or Section 413(c) of the Code) or (iv) any "multiple employer welfare arrangement" (as such term is defined in Section 3(40) of ERISA).

(d) No Company Plan provides, nor has any Acquired Company promised or committed to provide, any post-employment or retiree medical, life insurance or other welfare-type benefits (other than health continuation coverage required by Section 4980B of the Code or applicable state law for which the covered individual pays the full cost of coverage). There have been no non-exempt "prohibited transactions" (as defined in Section 406 of ERISA or Section 4975 of the Code) and, to the Company's Knowledge, no "fiduciary" (as defined in Section 3(21) of ERISA) has any liability for breach of fiduciary duty or any other failure to act or comply in connection with any Company Plan that could, in each case reasonably be expected to result in material Liability to any Acquired Company.

(e) Except with respect to the termination of any Company Plan in connection with the consummation of the Contemplated Transactions, the consummation of the Contemplated Transactions alone, or in combination with any other event, will not give rise to any Liability under any Company Plan, or accelerate the time of payment or vesting or increase the amount, or require the funding, of compensation or benefits due to any Company Associates (whether current, former or retired) or their beneficiaries under any Company Plan.

(f) Each Company Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including notices, rulings and proposed and final regulations) thereunder, in each case, in all material respects.

(g) Each Acquired Company has at all times maintained material compliance with Section 4980H of the Code and with all material aspects of the Affordable Care Act with respect to any applicable Company Plan, and, to the Company's Knowledge, no circumstances of noncompliance exist that would reasonably be expected to result in the imposition of any material Tax, penalty or fine under the applicable provisions of the Affordable Care Act.

(h) Neither the execution of this Agreement nor the consummation of the Contemplated Transactions will result in "excess parachute payments" within the meaning of

Section 280G(b) of the Code. There is no Contract that requires any Acquired Company to pay a Tax gross-up or reimbursement payment to any Person, including with respect to any Tax-related payments under Section 409A of the Code or Section 280G of the Code.

Section 4.14 Material Contracts.

(a) Section 4.14(a) of the Company Disclosure Letter sets forth an accurate and complete list, as of the date of this Agreement, of the following Contracts (organized by the clauses set forth below and, to the extent available, setting forth the name, date and parties) that are currently in effect and executory and to which an Acquired Company is party or by which an Acquired Company is bound as of the date of this Agreement (each, a "***Company Material Contracts***"):

(i) each Contract (or group of related Contracts) with a Top Company Customer;

(ii) each Contract (or group of related Contracts) with a Top Company Supplier;

(iii) each Contract with any officer, director or Affiliate of any Acquired Company;

(iv) each Support Agreement;

(v) each Option Agreement;

(vi) each Company LLC Agreement;

(vii) each Contract with respect to the incurrence of any Indebtedness by an Acquired Company, in each case, having an outstanding principal amount in excess of $250,000 individually or $1,000,000 in the aggregate;

(viii) each Contract with respect to any lease or other agreement (other than capital leases under IFRS) pursuant to which an Acquired Company is a lessor or a lessee of any personal property or holds or operates any tangible personal property owned by another Person, except for any leases of personal property under which the aggregate annual rent or lease payments do not exceed $250,000;

(ix) each Company IP Contract;

(x) each Contract under which an Acquired Company has permitted any material Asset to become Encumbered (other than by a Permitted Encumbrance);

(xi) each Contract which imposes a restriction on (A) the geographies or businesses in which an Acquired Company may operate, (B) the Persons to which an Acquired Company may sell, lease or license its products or services, (C) the Persons from which an Acquired Company may purchase, lease or license products or services or (D)

other than in any non-disclosure agreements, the solicitation or hiring of any service provider by any Acquired Company;

(xii) each Contract (A) providing for an Acquired Company to be the exclusive provider of any product or service to any Person or the exclusive recipient of any product or service of any Person, (B) requiring an Acquired Company to (1) purchase all or substantially all of its requirements of any product or service from any Person or (2) conduct business on an exclusive basis with any Person, (C) containing minimum purchase requirements or (D) containing a provision of the type commonly referred to as "most favored nation" for the benefit of a Person other than an Acquired Company;

(xiii) each Contract for or relating to the employment of any director, officer, Company Associate or other Person on a full-time, part-time, consulting or other basis (A) providing annual base compensation in excess of $200,000; or (B) providing severance or other termination payments in the event that an Acquired Company terminates such Person's service with or engagement by such Acquired Company;

(xiv) each Contract pursuant to which an Acquired Company has, directly or indirectly, made any advances, loans or extension of credit to any Company Associate in each case in excess of $50,000;

(xv) each Contract the performance of which involves consideration in excess of $500,000 (other than sales and purchase orders in the Ordinary Course of Business);

(xvi) except as contemplated by the Cap Ex Plan, for Permitted M&A or maintenance, construction, packaging, equipment and build-out capital expenditures, and for capital expenditures disclosed under Section 4.7(c)(ix), each Contract providing for capital expenditures in excess of $250,000 individually;

(xvii) each Contract creating a joint venture, partnership or other similar arrangement;

(xviii) each Contract that is a stockholders agreement, investors rights agreement, right of first refusal or co-sale agreement, voting agreement, registration rights agreement, management rights letter and other similar agreements relating to Equity Interests of an Acquired Company;

(xix) other than the documents executed in connection with the Reorg Plan, each Contract for the acquisition of any Person or any business unit or assets thereof or the disposition of any assets (other than acquisitions or dispositions of inventory in the Ordinary Course of Business) of any Acquired Company, in each case, whether by merger, consolidation or business combination or otherwise and involving consideration in excess of $250,000, other than Contracts pursuant to which the applicable acquisition or disposition has been consummated and in respect to which neither the Company nor any Acquired Company has any continuing obligations;

(xx) each Contract entered into in settlement of any Action providing for payments by an Acquired Company in excess of $250,000 individually or $1,000,000 in the aggregate, whether in cash or other assets; and

(xxi) each Contract committing an Acquired Company to enter into any of the foregoing.

(b) The Company has made available to Parent accurate and complete copies of each Company Material Contract, in each case, as amended or otherwise modified and in effect. Except as disclosed on Section 4.14 of the Company Disclosure Letter, there are no oral Material Contracts. Each Company Material Contract is Enforceable against the applicable Acquired Company and, to the Company's Knowledge, each other party to such Company Material Contract and, subject to obtaining any necessary Consents disclosed on Section 4.4 of the Company Disclosure Letter, will continue to be so Enforceable following the consummation of the Contemplated Transactions. The Acquired Companies are not and, to the Company's Knowledge, no other party to any Company Material Contract currently, in material breach or violation of, or material default under, or has repudiated any material provision of, any Company Material Contract. No Acquired Company has, since January 1, 2018, received any written (or, to the Knowledge of the Company, oral) notice, claim, dispute notice, show cause notice or cure notice with respect to a Company Material Contract, and no Acquired Company has given any such notice under any Company Material Contract.

Section 4.15 Related Party Transactions. Other than as contemplated by the Reorg Plan, no Affiliate of an Acquired Company, including the Core Securityholders and their respective Related Parties (a) has any interest in any Asset owned or leased by an Acquired Company or used in connection with the Business or (b) is party to a Contract or engaged in any transaction, arrangement or understanding with an Acquired Company (other than (i) an employment agreement, if applicable, the Compensation provided to officers and directors (or equivalent) in the Ordinary Course of Business, (ii) proprietary inventions and assignment agreements, (iii) intercompany indebtedness among the Acquired Companies and (iv) Contracts that are immaterial or terminable by the Acquired Companies upon ninety (90) days' notice or less without material penalty or premium); provided, however, that the foregoing representation, as it relates to the Persons set forth in clause (a) of the definition of Related Party is limited to the Company's Knowledge.

Section 4.16 Customers and Suppliers.

(a) Section 4.16(a) of the Company Disclosure Letter sets forth an accurate and complete list of the ten (10) largest retail customers (but, in no case, any patient) of the Acquired Companies, taken as a whole, measured by gross revenues generated during the fiscal year ended on December 31, 2018 and the three (3) months ended March 31, 2019 (each, a "***Top Company Customer***"), identifying the approximate amount of gross revenues generated from each such Top Company Customer. Since December 31, 2018 to the date hereof, none of the Top Company Customers (A) has cancelled or terminated its business relationship with the Acquired Companies or notified any Acquired Company in writing (or, to the Company's Knowledge, orally) of its intent to cancel or terminate its business relationship with the Acquired Companies, (B) materially reduced its business with the Acquired Companies or notified any Acquired Company in writing

(or, to the Company's Knowledge, orally) of its intent to materially reduce its business with the Acquired Companies, (C) changed, or notified any Acquired Company in writing (or, to the Company's Knowledge, orally) of an intention to materially change the terms on which or the amount it is prepared to purchase from the Acquired Companies or (D) notified any Acquired Company in writing (or, to the Company's Knowledge, orally) of a material dispute or controversy between it and any Acquired Company. No Acquired Company has made any express or implied indemnity or guarantee with respect to the products sold by it to any Top Company Customer, other than in the Ordinary Course of Business or as may be provided in the applicable Contract with such Top Company Customer.

(b) Section 4.16(b) of the Company Disclosure Letter sets forth an accurate and complete list of the ten (10) largest suppliers of materials, products or services to the Acquired Companies, taken as a whole, measured by the gross expenditures paid or payable by the Acquired Companies to each such supplier during the fiscal year ended on December 31, 2018 and the three (3) months ended March 31, 2019 (each, a "***Top Company Supplier***"), identifying the approximate amount of gross expenditures paid or payable to each such Top Company Supplier. Since December 31, 2018 to the date hereof, none of the Top Company Suppliers (A) has cancelled or terminated its business relationship with the Acquired Companies or notified any Acquired Company in writing (or, to the Company's Knowledge, orally) of its intent to cancel or terminate its business relationship with the Acquired Companies, (B) materially reduced its business with the Acquired Companies or notified any Acquired Company in writing (or, to the Company's Knowledge, orally) of its intent to materially reduce its business with the Acquired Companies, (C) changed, or notified any Acquired Company in writing (or, to the Company's Knowledge, orally) of an intention to materially change the terms on which or the amount it is prepared to sell or supply to the Acquired Companies or (D) notified any Acquired Company in writing (or, to the Company's Knowledge, orally) of a material dispute or controversy between it and any Acquired Company.

Section 4.17 Employment and Labor Matters.

(a) Section 4.17(a)(i) of the Company Disclosure Letter sets forth an accurate and complete list, as of the date of this Agreement, of all persons who are current employees of any Acquired Company, and sets forth for each such person the following (to the extent such information can be provided under applicable privacy and other laws): (i) name; (ii) title or position; (iii) location (city and state); (iv) hire date; (v) classification as exempt or non-exempt; (vi) whether such person is an active full or part-time employee; (vii) whether such person is on a leave of absence for any reason and their return to work date; (viii) whether such person is employed in the specified location under a visa, work permit or similar authorization and, if so, the type of visa, work permit or similar authorization and the expiration date thereof and whether such visa, work permit or similar authorization is sponsored by an Acquired Company; and (ix) whether such person is employed at-will or subject to a term employment agreement with any Acquired Company. Section 4.17(a)(ii) of the Company Disclosure Letter sets forth an accurate and complete list, as of the date of this Agreement, of all persons who are independent contractors of any Acquired Company and sets forth for each such person the following (to the extent such information can be provided under applicable Privacy Laws and other Laws): (i) name or company name; (ii) location; (iii) start date; and (iv) the term of the independent contractor engagement with any Acquired Company. No employee or independent contractor has entered into proprietary

information and invention assignment agreements. All employees of the Acquired Companies are employed on an at-will basis and their employment or engagement, respectively, can be terminated at any time for any reason without any amounts being owed to such person, except for amounts required to be paid by applicable Law. All independent contractor engagements with any Acquired Company can be terminated on at least sixty (60) days' notice without any further amounts being owed to such person, except for amounts required to be paid by applicable Law. No Acquired Company has any employee who holds a visa, work permit or similar authorization, and no Acquired Company has entered into any Contract with any employee or prospective employee to assist in obtaining permanent residence on behalf of such employee or prospective employee.

(b) The Acquired Companies have paid in full to current Company Associates, or adequately accrued for in accordance with IFRS, all wages, salaries, commissions, bonuses, benefits, expenses, vacation, paid time off and other compensation due to or on behalf of such Company Associates.

(c) There are no Actions pending or, to the Company's Knowledge, threatened against any Acquired Company and, to the Company's Knowledge, there exist no circumstances that would be reasonably expected to result in any Actions against any Acquired Company, in each case, with respect to any labor or employment dispute, grievance, arbitration, discrimination complaint, wage dispute or litigation relating to labor or employment matters, including violation of any U.S. federal, state, local or non-U.S. labor, safety or employment Laws, charges of unfair employment practices, charges of unfair labor practices or discrimination complaints within the meaning of the National Labor Relations Act, except for any such Actions which if decided adversely, would not adversely and materially affect the Delivered Acquired Companies or the Delivered Business. There are no strikes, slowdowns, work stoppages, lockouts or material labor disputes, by or with respect to any Company Associates. No Acquired Company is, or has ever been, a party to any collective bargaining agreement.

(d) No Acquired Company has implemented any relocation, "plant closing" or "mass layoff" of Company Associates that would trigger the Worker Adjustment and Retraining Notification Act or any other similar applicable Law of any Governmental Authority, and no layoffs are currently contemplated that could reasonably be expected to result in a violation of such laws or regulations.

(e) The Acquired Companies are and, since January 1, 2017, have been in compliance in material respects with all applicable Laws related to employment, equal employment opportunity, nondiscrimination, anti-harassment, wages, hours, benefits, leaves, disability, reasonable accommodation, employment and reemployment rights of members of the uniformed services, plant closings and layoffs.

(f) There are no material Liabilities of any Acquired Company relating to workers' compensation benefits that are not fully insured (subject to deductibles and other insurance limits) against by a bona fide third-party insurance carrier, including a claim for serious or willful injury(ies) or wrongful termination claims resulting from a claim for workers' compensation. With respect to each Company Plan and with respect to each state workers' compensation arrangement that is funded wholly or partially through an insurance policy or public

or private fund, all premiums required to have been paid to date under such insurance policy or fund have been paid.

Section 4.18 Legal Proceedings; Governmental Orders. There are no (a) Actions pending or, to the Company's Knowledge, threatened (i) against or by any Acquired Company affecting any of its properties or assets which, if decided adversely, would not adversely and materially affect the Delivered Acquired Companies or the Delivered Business; or (ii) against or by any of the Acquired Companies that challenges or seeks to prevent, enjoin or otherwise delay the Contemplated Transactions; or (b) outstanding Governmental Orders against or affecting any of the Acquired Companies or any of their properties or assets that adversely and materially affect the Delivered Acquired Companies or the Delivered Business.

Section 4.19 Insurance. Section 4.19(a) of the Company Disclosure Letter sets forth an accurate and complete list, as of the date of this Agreement, of the material insurance policies that cover the Acquired Companies and the Business (the "***Company Insurance Policies***"), together with the type of policy, form of coverage, the policy number, the expiration date and the name of the insurer. The Company has made available to Parent true and accurate copies of each Company Insurance Policy. Each Company Insurance Policy is in full force and effect and Enforceable. All premiums due on such policies have been paid when due and the applicable Acquired Company is not in material default with respect to its obligations under any of the Company Insurance Policies. Section 4.19(b) of the Company Disclosure Letter lists, as of the date of this Agreement, all insurance claims of more than $250,000 that have been made since January 1, 2018 by any Acquired Company and whether any such claim was denied by the insurer. Since January 1, 2017, no Acquired Company has been notified in writing that any of such Company Insurance Policies will not be renewed on substantially the same terms or at all. No Acquired Company has any self-insurance or co-insurance programs (excluding, for avoidance of doubt, deductibles set forth in the Company Insurance Policies).

Section 4.20 Environmental Matters.

(a) The operations of the Acquired Companies are and have at all times since January 1, 2016 been in compliance in all material respects with all applicable Environmental Laws, which compliance includes and has included obtaining, maintaining and complying in all material respects with all Permits required under all applicable Environmental Laws necessary to operate their businesses or occupy their properties.

(b) No Acquired Company as of the date of this Agreement, (i) is or has, since January 1, 2016, been the subject of any Governmental Order or any pending or, to the Knowledge of the Company, threatened Governmental Order, or (ii) has received any written (or, to the Company's Knowledge, oral) notice, report, or other information, in each case of each of clause (i) and (ii) regarding any actual or alleged violation of or liability under Environmental Laws.

(c) No Acquired Company has assumed, undertaken, provided an indemnity with respect to or otherwise become subject to any material Liabilities of any other Person relating to Hazardous Materials or Environmental Laws.

(d) No Acquired Company has (i) treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, released, or exposed any Person to, any Hazardous Material, or (ii) owned or operated any property or facility which is or has been contaminated by any Hazardous Material, in the case of each of clause (i) and (ii) so as to give rise to any current material Liabilities of the Company or any Acquired Company pursuant to any Environmental Laws.

(e) The Company has provided to Parent true and correct copies of all environmental site assessment reports and other documents regarding environmental liabilities and Hazardous Materials, in each case, relating to currently owned or leased real property, or the operations, of the Company, any other Acquired Company or any of their predecessors or Affiliates, obtained by or on behalf of any Acquired Company or within the possession or control of the Company.

Section 4.21 Banks; Powers of Attorney. Section 4.21 of the Company Disclosure Letter lists, as of the date of this Agreement, the names and locations of all banks in which any Acquired Company has accounts or safe deposit boxes, the name of the applicable Acquired Company and the names of all Persons authorized to draw thereon or to have access thereto. No Person holds a power of attorney to act on behalf of any Acquired Company.

Section 4.22 No Brokers. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Company or any other Acquired Company in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment from the Company or any other Acquired Company in respect thereof.

Section 4.23 No Other Representations; Non-Reliance.

(a) The Company, on behalf of each Participating Securityholder, has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) and assets of Parent and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of the Parent Group for such purpose. The Company, on behalf of each Participating Securityholder, acknowledges and agrees that (i) in making its decision to enter into this Agreement and to consummate the Contemplated Transactions, it has relied solely upon its own investigation (including its own investigation of the Public Documents) and the express representations and warranties of Parent set forth in Article V (as modified by the preamble to Article V), in any Ancillary Agreement and in the Parent Certificate and disclaims reliance on any other representations and warranties of any kind or nature express or implied (including any relating to the future or historical financial condition, results of operations, assets or liabilities or prospects of the Parent Group); and (ii) none of Parent or any of its Subsidiaries or any of their respective Affiliates or respective Representatives or any other Person has made any representation or warranty as to the Parent Entities or the accuracy or completeness of any information regarding the Parent Entities provided or made available to the Company, on behalf of each Participating Securityholder, except as expressly set forth in Article V, the Ancillary Agreements or the Parent Certificate.

(b) In connection with the due diligence investigation of the Parent Entities by the Company, on behalf of each Participating Securityholder, the Company, on behalf of each Participating Securityholder, has received and may continue to receive after the date hereof until the Closing Date (or the earlier termination of this Agreement) from Parent, their Affiliates and their Representatives certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding Parent, its Subsidiaries and their respective businesses and operations. The Company, on behalf of each Participating Securityholder, hereby acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, and that none of the Company or any Participating Securityholder, will have any claim against Parent or any of its Affiliates (including the Company after the Closing) or their respective Representatives, or any other Person, solely with respect thereto, including as to the accuracy or completeness of any information provided that is not otherwise a representation set forth in Article V. Accordingly, for the avoidance of doubt, and without in any way limiting the provisions of Section 4.23(a), the Company, on behalf of each Participating Securityholder, hereby acknowledges and agrees that none of Parent or its Affiliates or their respective Representatives has made or is making any express or implied representation or warranty with respect to such estimates, projections, forecasts, forward-looking statements or business plans.

(c) Notwithstanding anything in this Agreement to the contrary, (i) any representation or warranty in this Agreement related to the Knowledge Only Entities shall be deemed to be made only with respect to the actual knowledge of *[redacted – names of individuals]* and (ii) no representations or warranties of any kind or nature express or implied are being made in this Agreement or otherwise related to the Excluded Entities.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to the Company and the Stockholders that, except as set forth in the Public Documents (excluding (a) any documents incorporated by reference therein, exhibits attached thereto, any disclosures included therein and (b) any opinions, assumptions or beliefs of Parent or Curaleaf or general, nonspecific cautionary, predicative or forward-looking in nature and any risk factor disclosure and disclosure of risk included in any "forward-looking statements" or "forward-looking information" disclaimer); provided that the disclosures in the Public Documents shall not modify the Excluded Parent Representations:

Section 5.1 Organization. Each Parent Entity is duly organized, validly existing and in good standing under the applicable Law of the jurisdiction of its organization. Each Parent Entity is duly qualified or licensed to do business and is in good standing (or its equivalent) as a foreign entity in each jurisdiction in which the conduct of its business or the ownership, leasing, holding or use of its properties makes such qualification or license necessary, except where the failure to be so qualified or licensed or in good standing would not be material to the conduct of its business. To the extent requested by the Company in writing, Parent has made available to the Company true, correct and complete copies of the Organizational Documents of each member of the Parent Group, each as amended to date. Each member of the Parent Group has all requisite power and authority necessary to own, lease and operate its properties and to carry on its business as currently conducted.

Section 5.2 Power and Authorization. Each Parent Entity has all requisite power and authority necessary for the execution, delivery and performance by it of this Agreement and each Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party and to consummate the Contemplated Transactions. Each Parent Entity has duly authorized by all necessary action the execution, delivery and performance of this Agreement and each such Ancillary Agreement to which it is or will be a party and the consummation of the Contemplated Transactions. This Agreement and each Ancillary Agreement to which a Parent Entity is or will be a party (a) has been (or, in the case of such Ancillary Agreements to be entered into at Closing, will be when executed and delivered) duly executed and delivered by such Parent Entity and (b) assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitutes (or in the case of such Ancillary Agreements to be entered into at the Closing, will constitute when executed and delivered) the legal, valid and binding obligations of such Parent Entity, Enforceable against such Parent Entity in accordance with their respective terms. Merger Sub has not engaged and will not engage in any business prior to the Closing Date, except as necessary to consummate the Contemplated Transactions.

Section 5.3 Authorization of Governmental Authorities. No Consent of any Governmental Authority is required to be obtained by or on behalf of either Parent Entity for, or in connection with, (a) the valid and lawful authorization, execution, delivery and performance by such Parent Entity of this Agreement or any Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party or (b) the consummation of the Contemplated Transactions, except for (i) filings under the HSR Act and any applicable Foreign Competition Law, (ii) filing of the Certificate of Merger, (iii) filing of a Form D Notice of Exempt Offering under the Securities Act, if applicable, notice filings under applicable U.S. and state securities Laws and filings under the rules and regulations of the CSE, and (iv) filings under the Investment Canada Act, if applicable.

Section 5.4 Non-Contravention. None of the authorization, execution, delivery or performance by either Parent Entity of this Agreement or any Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party, nor the consummation of the Contemplated Transactions, will (a) result in a breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, any Law applicable to either Parent Entity, other than the Federal Cannabis Laws; (b)(i) conflict with, result in a breach or violation of, (ii) constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, (iii) result in termination, cancellation or amendment of, (iv) accelerate the performance required by or (v) give rise to any right of termination, cancellation, amendment or acceleration of any of the terms, conditions or provisions of (A) any material Contract to which Parent is a party or is otherwise bound, other than such conflicts, violations, breaches, conflicts, defaults, additional rights or obligations, losses of rights or consents that have not and would not reasonably be expected to, individually or in the aggregate, adversely and materially affect either of the Parent Entities, taken as a whole, or their respective businesses or (B) the Organizational Documents of either Parent Entity; or (c) result in the creation of any Encumbrance (other than Permitted Encumbrances) on any Assets of Parent.

Section 5.5 Capitalization; Subordinate Shares.

(a) As of the date hereof, the authorized capital stock of Curaleaf consists of (i) an unlimited number of Multiple Voting Shares, without par value (the "***Multiple Voting Shares***"), of which, 110,670,705 are issued and outstanding as of the date hereof, and (ii) an unlimited number of Subordinate Shares, of which 352,474,494 are issued and outstanding as of the date hereof. All of the issued and outstanding Multiple Voting Shares and Subordinate Shares have been duly authorized and validly issued and are fully paid and non-assessable. All of the outstanding Equity Interests of the Parent were issued in compliance with all applicable Laws, including the Securities Act (but not including any Federal Cannabis Laws, to the extent applicable), and applicable Contracts. All of the Subordinate Shares are listed and posted for trading on the CSE. Curaleaf has, and will have at the Closing, reserved for issuance a sufficient number of authorized and unissued Subordinate Shares that are contemplated to be issued pursuant to this Agreement.

(b) Upon issuance of the Subordinate Shares to the Participating Securityholders in accordance with this Agreement, all of such Subordinate Shares (i) will be duly and validly issued and fully paid and non-assessable free from all Encumbrances with respect to the issuance thereof (other than those contemplated hereby, including the indemnification and escrow provisions hereof, and as provided in the Lock-Up Agreement), with the holders thereof being entitled, subject to the Lock-Up Agreement, to all rights accorded to a holder of Subordinate Shares, (ii) will be listed for trading on the CSE and (iii) except for the transfer restrictions provided in the Lock-Up Agreement, will not be subject to any restrictions on the transferability or voting thereof imposed by Parent or the CSE or under applicable Canadian Securities Laws (whether effected by legends on certificates, stop transfer instructions or otherwise) and will otherwise be freely tradable under Canadian Securities Laws. The issuance by Parent of the Subordinate Shares to the Stockholders in accordance with this Agreement is (A) exempt from registration under the Securities Act, (B) exempt from registration or qualification under applicable state securities laws and (C) made pursuant to prospectus exemptions under applicable Canadian Securities Laws. The general rights, preferences, privileges and restrictions (other than the transfer restrictions contemplated by the Lock-Up Agreement) attributable to the Subordinate Shares are described in the Listing Statement.

(c) As of the date hereof, no member of the Parent Group has outstanding bonds, debentures, notes, options, other securities or other obligations, the holders of which have the right to vote with the equityholders of Parent on any matter or which are convertible into or exercisable or exchangeable for Equity Interests of any member of the Parent Group, other than the options granted under Parent's long-term incentive plan.

(d) As of the date hereof, Parent has not granted to any Person (i) any preemptive right in respect of any Equity Interests in any member of the Parent Group (including the Subordinate Shares being issued to the Stockholders pursuant to this Agreement); or (ii) any right to cause Parent to register any of its Equity Interests under the Securities Act.

(e) Except for the long-term incentive plan of Parent dated October 26, 2018, no member of the Parent Group sponsors or maintains any stock option plan or any other plan or agreement providing for equity compensation or profit participation features (whether contingent

or otherwise) to any Person. There are no outstanding or authorized options, restricted stock units or stock appreciation, phantom stock, profit participation, contingent value or other similar rights with respect to any member of the Parent Group, other than those issued pursuant to the Parent's long-term incentive plan.

Section 5.6 Securities Law Matters.

(a) Curaleaf is a "reporting issuer" under Canadian Securities Laws in the Qualifying Jurisdictions, is not on the list of reporting issuers in default under the Canadian Securities Laws of any Qualifying Jurisdiction and is in compliance in all material respects with all such Canadian Securities Laws. Curaleaf has not taken any action to cease to be a reporting issuer in any Qualifying Jurisdiction nor has Curaleaf received written notification from any Governmental Authority seeking to revoke the reporting issuer status of Curaleaf. No delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of any kind or type of Curaleaf that may prevent or restrict trading is pending, in effect, has been threatened in writing or, to the Knowledge of Parent, is expected to be implemented or undertaken.

(b) Since October 29, 2018, (i) the Subordinate Shares have been listed on the CSE, and (ii) neither Parent nor any of its Affiliates has received any written communication from the CSE regarding the suspension or termination of trading of the Subordinate Shares on the CSE.

(c) Curaleaf is in compliance in all material respects with the applicable listing and disclosure rules and regulations of the CSE.

(d) Curaleaf does not have, nor is it required to have, any class of securities registered under the U.S. Securities Exchange Act of 1934 (the "***Exchange Act***"), nor is Curaleaf subject to any reporting obligation (whether active or suspended) pursuant to Section 13(a) or Section 15(d) of the Exchange Act. Curaleaf is not, and has never been, subject to any requirement to register any class of its Equity Interests pursuant to Section 12(g) of the Exchange Act, is not an investment company registered or required to be registered under the U.S. Investment Company Act of 1940, and is a "foreign private issuer" (as such term is defined in Rule 3b-4 under the Exchange Act) and a "foreign issuer" (as such term is defined in Rule 902 of Regulation S under the Securities Act). No securities of Curaleaf have been traded on any national securities exchange in the United States of America during the past twelve (12) calendar months.

(e) To the Knowledge of Parent, none of the directors or officers of either Parent Entity are now, or have ever been, subject to an order or ruling of any Governmental Authority, the CSE or other stock exchange or marketplace prohibiting such individual from acting as a director or officer of a public company or of a company listed on the CSE or another stock exchange or marketplace.

(f) Neither Parent, nor any of its Subsidiaries, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any Subordinate Shares or other Equity Interests, or solicited any offers to buy any Subordinate Shares or other securities, under circumstances that would require registration under the Securities Act of any of the Subordinate Shares to be issued pursuant to the terms hereof to the Stockholders and holders of Convertible Debentures or trigger the filing of a prospectus under Canadian Securities Laws or cause this

issuance of the Subordinate Shares to be integrated with other offerings by Parent for purposes of any applicable shareholder approval provisions of the CSE or any other authority.

Section 5.7 Shareholders and Similar Arrangements and Related Matters.

(a) Except for Boris Jordan and Andrej Blokh, to the Knowledge of Parent, no Person beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the votes attached to the Equity Interests of Curaleaf.

(b) Except for (i) a voting agreement to be entered into by Boris Jordan and certain other Persons in connection with the acquisition by Curaleaf of Cura Partners, Inc. and (ii) the Coattail Agreement dated October 25, 2018 among Curaleaf, Gociter Holding, Ltd. and Odyssey Trust Company, neither of the Parent Entities nor, to the Knowledge of Parent, any of Parent's Subsidiaries (including Boris Jordan and Andrej Blokh) is subject to any unanimous shareholders agreement or a party to any shareholder, pooling, voting, voting trust or other similar arrangement or agreement relating to the ownership or voting, directly or indirectly, of any of the Equity Interests of any Parent Entity or of any of Parent's Subsidiaries or pursuant to which any Person may have any right or claim in connection with any Equity Interest in the Parent Entities or in any of Parent's Subsidiaries, and none of the Parent Entities has adopted a shareholders' rights plan or any similar plan or agreement. No Takeover Statute is applicable to Parent or, to Parent's Knowledge, any owner of any of Parent's Equity Interests that would reasonably be expected to affect the exercise by any Stockholder of any of its rights in respect of the acquisition and ownership of Subordinate Shares.

(c) No vote or approval of the holders of any Multiple Voting Shares, Subordinate Shares or other securities of any of the Parent Entities or their Affiliates is necessary to approve this Agreement, any Ancillary Agreement or the Contemplated Transactions.

Section 5.8 Financial Matters.

(a) The audited consolidated financial statements of Curaleaf as of and for the years ended December 31, 2017 and December 31, 2016 are included in the Listing Statement and the audited consolidated financial statements of Curaleaf as of and for the year ended December 31, 2018 have been made available to the Company (collectively, the "***Parent Financials***"). The Parent Financials (including any notes and schedules thereto) are derived from and are in accordance with the books and records of Curaleaf and its Subsidiaries, have been prepared in accordance with IFRS, consistently applied, and fairly present, in all material respects, the financial position, results of the operations and cash flows of Curaleaf and its Subsidiaries as of the times and for the periods referred to therein. All reserves that are set forth or reflected in the Parent Financials have been established in accordance with IFRS and, in Curaleaf's good faith business judgement, are adequate for the operation of its business in the Ordinary Course of Business. The Parent Financials accurately reflect all of the notes, bonds, debentures or similar instruments issued by any member of the Parent Group that are required to be reflected on such financial statements.

(b) The books of account of Curaleaf and each of its Subsidiaries are prepared and maintained in form and substance adequate for preparing financial statements in accordance with IFRS.

(c) Parent maintains disclosure controls and procedures and internal control over financial reporting that are required for a venture issuer (as those terms are defined in National Instrument 52-109 - Certification of Disclosure in Issuers' Annual and Interim Filings). Parent is not aware of any material weaknesses in its internal financial control over financial reporting.

(d) To the Parent's Knowledge, no independent accountant of Curaleaf or any of its Subsidiaries, or any current or former Parent Associate, has identified or been made aware of any fraud, whether or not material, that involves management or current or former Parent Associates who have a role in the preparation of financial statements or the internal accounting controls utilized by any member of the Parent Group and that is related to such role, or any claim or allegation regarding any of the foregoing.

(e) No member of the Parent Group has any Liabilities of a type required to be reflected on a balance sheet in accordance with IFRS, except for (i) Liabilities accrued or reserved against in the unaudited consolidated balance sheet of Curaleaf and its Subsidiaries as of the Most Recent Balance Sheet Date; (ii) Liabilities that have arisen since the Most Recent Balance Sheet Date in the Ordinary Course of Business, including Liabilities arising under executory Contracts of any member of the Parent Group (but excluding any Liabilities for breach of contract, breach of warranty, tort, infringement or violation of Law (other than Federal Cannabis Laws) or related to any Action); (iii) fees and expenses incurred in connection with the Contemplated Transactions; and (iv) Liabilities that are not material in amount.

Section 5.9 Auditors. To the Knowledge of Parent, Curaleaf's auditors who audited Curaleaf's financial statements and provided their audit report thereon were, at the relevant time, independent public accountants as required under the Canadian Securities Laws of the Qualifying Jurisdictions and, since October 26, 2018, there has not been a reportable event (within the meaning of National Instrument 51-102 – Continuous Disclosure Obligations) between Curaleaf and such auditors or any former auditors of Curaleaf or the Affiliates.

Section 5.10 Absence of Certain Developments. Between the Most Recent Balance Sheet Date and the date of this Agreement, (a) each member of the Parent Group has conducted its business in the Ordinary Course of Business (including pursuing available opportunities to acquire, directly or indirectly, in whole or in part, other entities engaged in all or any aspect of the business of any member of the Parent Group and related activities) and (b) there has not been any Event that constitutes a Material Adverse Effect with respect to Parent.

Section 5.11 Assets . Each member of the Parent Group has good and valid title to, or, in the case of tangible personal property held under a lease or other Contract, an Enforceable interest in, or a valid right to use, all material tangible Assets used in the operation of the business of such member of the Parent Group, free and clear of Encumbrances other than Permitted Encumbrances, except where the failure to have such title or Enforceable interest in or right to use would not have a Material Adverse Effect with respect to Parent.

Section 5.12 Intellectual Property; Privacy. Parent or another member of the Parent Group owns or has a valid right to use or otherwise exploit all material Intellectual Property used by the Parent Group in connection with its business as presently conducted, in each case free and clear of any Encumbrance other than Permitted Encumbrances. Each member of the Parent Group has taken commercially reasonable steps to maintain and protect the secrecy, confidentiality and value of its trade secrets and other confidential information. To the Parent's Knowledge, the products and services and the conduct of the business of the members of the Parent Group do not infringe, violate or misappropriate the Intellectual Property of any Person. Each member of the Parent Group has taken reasonable commercial actions to (a) protect Personal Data collected by it against loss, theft, misuse, damage and unauthorized access, use, Processing or disclosure and (b) comply, in all material respects, with all Privacy Laws.

Section 5.13 Tax Matters.

(a) Curaleaf is properly classified as a domestic corporation for U.S. federal income tax purposes pursuant to Section 7874 of the Code. Curaleaf, and each of its Subsidiaries, is not, and immediately following the Closing will not be, a "controlled foreign corporation" as defined in Section 957 of the Code. None of Curaleaf or is Subsidiaries is or has been (or has any interest in) a "passive foreign investment company" (within the meaning of Section 1297 of the Code).

(b) The Parent Entities and their Subsidiaries have timely filed, or have caused to be timely filed on its behalf, all income, sales and other material Tax Returns required to be filed by them (taking into account any extensions of the due date for filing), and all such Tax Returns are true, correct and complete in all material respects. All material Taxes that are due and owing by the Parent Entities and their Subsidiaries (whether or not shown on such Tax Returns) have been paid in full other than Taxes which individually or in the aggregate are not reasonably expected to be material. There are no Encumbrances, other than Permitted Encumbrances for Taxes not yet due or for Taxes that are being contested in good faith in appropriate proceedings, with respect to Taxes upon any asset of the Parent Entities or their Subsidiaries. The Parent Entities and each of their Subsidiaries have withheld or collected and reported and paid over to the appropriate Governmental Authority all material Taxes required to have been withheld or collected, reported and paid by the Parent Entities or any of their Subsidiaries in connection with any amounts paid or owing to any employee, independent contractor, customer, creditor, stockholder or other third party. There are no Contracts with any applicable Governmental Authority providing for an extension of time for any assessment or reassessment of Taxes with respect to the Parent Entities or any of their Subsidiaries.

(c) Neither the Parent Entities nor any of their Subsidiaries has received written notice of any Action that is currently pending concerning any Tax of the Parent Entities and their Subsidiaries, nor have the Parent Entities or any of their Subsidiaries received written notice from any Governmental Authority of any request for any Action that has not been paid in full. Neither the Parent Entities nor any of their Subsidiaries have received any written notice of assessment or deficiency, or proposed or threatened assessment or deficiency, in connection with any Tax or Tax Return, which has not been paid in full.

(d) Neither the Parent Entities nor any of their Subsidiaries have participated in any "listed transaction", as defined under Section 6707A(c)(2) of the Code or Treasury Regulations Section 1.6011-4(b)(2) (or any predecessor thereof).

(e) As of the date hereof, neither Parent nor any of its Subsidiaries has taken or agreed to take any action that would reasonably be expected to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code. To the Parent's Knowledge, there are no circumstances that would reasonably be expected to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code. Merger Sub is a newly formed corporation for the purpose of participating in the Merger and is directly wholly owned by Curaleaf, which is in "control" of Merger Sub within the meaning of Section 368(c) of the Code.

Section 5.14 Related Party Transactions. No Affiliate of any member of the Parent Group, including Boris Jordan and his respective Related Parties, (a) has any material interest in any Asset owned or leased by any member of the Parent Group or used in connection with the business of any member of the Parent Group or (b) is party to a Contract or engaged in any material transaction, arrangement or understanding with any member of the Parent Group (other than an employment agreement, if applicable, the Compensation provided to officers and directors (or equivalent) in the Ordinary Course of Business, proprietary inventions and assignment agreements and intercompany indebtedness among the members of the Parent Group); provided, however, that the foregoing representation, as it relates to the Persons set forth in clause (c) of the definition of Related Party is limited to Parent's Knowledge.

Section 5.15 Disclosures with Respect to Curaleaf.

(a) Curaleaf has, in all material respects, timely filed with the applicable Governmental Authorities and the CSE all forms, reports, schedules, statements and other documents required to be filed by Curaleaf with the Governmental Authorities and the CSE.

(b) The information and statements contained in the Listing Statement or any other Public Document when filed complied in all material respects with all applicable Canadian Securities Laws (including of the applicable Laws of the CSE), are or will be, at the time of filing on the System for Electronic Document Analysis and Retrieval ("***SEDAR***"), true and correct in all materials respects and do not, or will not, (i) contain any untrue statement of a material fact in respect of Curaleaf or any of its Subsidiaries or the business, affairs, prospects, operations or condition (financial or otherwise) of Curaleaf, its Subsidiaries or any of their assets; or (ii) omit any statement of a material fact necessary in order to make the statements in respect of Curaleaf, its Subsidiaries, the business, affairs, prospects, operations or condition (financial or otherwise) of Curaleaf, its Subsidiaries or their assets contained therein not misleading. Curaleaf has not filed any confidential material change report which at the date of this Agreement remains confidential. As of the date hereof, to the Knowledge of Parent, none of the documents publicly filed under the profile of Curaleaf on SEDAR on or after October 26, 2018 is the subject of an ongoing review, outstanding comment or outstanding investigation by or of any Governmental Authority in Canada. To the Knowledge of Parent, there is no fact that materially and adversely affects the business, affairs, prospects, operations or condition (financial or otherwise) Curaleaf or any of its Subsidiaries or any of their assets which has not been set forth in the Listing Statement.

Section 5.16 No Brokers. Except for Eight Capital, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Parent Entities in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment from Parent in respect thereof.

Section 5.17 Legal Proceedings; Governmental Orders.

(a) There are no Actions pending or, to Parent's Knowledge, threatened in writing (i) against or by any member of the Parent Group affecting any of their properties or assets which, if decided adversely, would have a Material Adverse Effect on the Parent Group, taken as a whole; or (ii) against or by any member of the Parent Group that challenges or seeks to prevent, enjoin or otherwise delay the Contemplated Transactions.

(b) There are no material outstanding Governmental Orders against or affecting any member of the Parent Group or any of their properties or assets.

Section 5.18 Compliance with Laws; Permits.

(a) The members of the Parent Group have, since January 1, 2017 (or since October 26, 2018 in respect of Parent), complied and are now complying with all Laws (other than Federal Cannabis Laws) applicable to them or their respective Businesses, properties or assets, except where failure to comply with such Laws would not have a Material Adverse Effect on the Parent Group, taken as a whole. The Parent Group has not, since January 1, 2017 (or since October 26, 2018 in respect of Parent), received any written (or, to the Knowledge of Parent, oral) notice regarding any actual or potential breach or violation of, or default under, any applicable Law (other than Federal Cannabis Laws) by any member of the Parent Group, except in each case that would not have a Material Adverse Effect on the Parent Group, taken as a whole. To the Knowledge of Parent, there is not currently pending any internal investigation related to any actual or potential breach or violation of, or default under, any applicable Law (other than Federal Cannabis Laws) by any member of the Parent Group, except in each case that would not have a Material Adverse Effect on the Parent Group, taken as a whole.

(b) All material Permits (including all Cannabis Licenses) required for the members of the Parent Group to conduct the Business as currently conducted have been obtained by such member of the Parent Group and are operational, valid and in full force and effect, except where the failure to obtain or maintain such Permit (other than a Cannabis License) would not have a Material Adverse Effect on the Parent Group, taken as a whole. All fees and charges due and owing with respect to such Permits as of the date hereof have been paid in full, except where the failure to pay such fees or charges would not have a Material Adverse Effect on the Parent Group, taken as a whole.

(c) Each material Permit (including each Cannabis License) held by each member of the Parent Group is in full force and effect (except where the failure of such Permit to be in full force and effect would not have a Material Adverse Effect on the Parent Group, taken as a whole), and, as of the date hereof and since October 26, 2018, no Governmental Authority has threatened in writing (or, to the Knowledge of Parent, orally) the suspension, revocation, cancellation or invalidation of any material Permit (including any Cannabis License) held by any

member of the Parent Group. No member of the Parent Group is in material default or material violation (and no event has occurred that, with notice or the lapse of time or both, would constitute a material default or material violation) of any term, condition or provision of any such material Permit (including any Cannabis License) to which it is a party.

Section 5.19 Investment Purpose. Parent is acquiring the Company solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Parent acknowledges that the securities of the Company are not registered under the Securities Act or any state securities Laws, and that the securities of the Company may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities Laws and regulations, as applicable.

Section 5.20 No Other Representations; Non-Reliance.

(a) The Parent Entities have conducted their own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Acquired Companies, and acknowledge that they have been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of the Acquired Companies for such purpose. The Parent Entities acknowledge and agree that (i) in making their decision to enter into this Agreement and to consummate the Contemplated Transactions, the Parent Entities have relied solely upon their own investigation and the express representations and warranties of the Company set forth in Article IV (including the related portions of the Company Disclosure Letter), in any Ancillary Agreement and in the Company Certificate and disclaim reliance on any other representations and warranties of any kind or nature express or implied (including any relating to the future or historical financial condition, results of operations, assets or liabilities or prospects of the Acquired Companies); and (ii) none of the Stockholders, the Acquired Companies or any of their respective Affiliates or respective Representatives or any other Person has made any representation or warranty as to the Acquired Companies or the accuracy or completeness of any information regarding the Acquired Companies provided or made available to the Parent Entities and their Representatives, except as expressly set forth in Article IV, the Ancillary Agreements or the Company Certificate.

(b) In connection with the due diligence investigation of the Acquired Companies by the Parent Entities and their Affiliates and their respective Representatives, the Parent Entities and their Affiliates and their respective Representatives have received and may continue to receive after the date hereof from the Acquired Companies, their Affiliates and their respective Representatives certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding the Acquired Companies and their businesses and operations. The Parent Entities hereby acknowledge that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, and that the Parent Entities will have no claim against Acquired Companies, or any of their Affiliates or their respective Representatives, or any other Person, solely with respect thereto, including as to the accuracy or completeness of any information provided that is not otherwise a representation set forth in Article IV. Accordingly, for the avoidance of doubt, and without in any way limiting the provisions of Section 5.20(a), the Parent Entities hereby (i) acknowledge and agree that none of the Acquired

Companies or any of their Affiliates or their respective Representatives has made or is making any express or implied representation or warranty with respect to such estimates, projections, forecasts, forward-looking statements or business plans (ii) acknowledges the limitations set forth in Section 4.23(c) and represents that it is not relying on any representation or warranty so disclaimed in such section.

(c) Parent acknowledges and agrees that, except for any Not Owned Company as of the date hereof that becomes a direct or indirect Subsidiary of the Company between the date hereof and the Closing, at the Closing, by operation of this Agreement, Parent will not be acquiring an Equity Interest in such Not Owned Company, but will have the same rights and obligations the Company and each Subsidiary of the Company has as of the Closing Date under the Support Agreement(s) and Option Agreement related to such Not Owned Company.

ARTICLE VI
CERTAIN PRE-CLOSING COVENANTS

Section 6.1 Commercially Reasonable Efforts; Notices and Consents. Subject to the other terms and conditions of this Agreement (including Section 6.5, to which this Section 6.1 shall not apply), from the date of this Agreement until the earlier to occur of the Closing or the earlier termination of this Agreement pursuant to Article IX (the "***Pre-Closing Period***"), each of the Parties (other than the Seller Representative) shall use its commercially reasonable efforts to take or cause to be taken all actions, to file or cause to be filed all documents, to give or cause to be given all notices to Governmental Authorities or other Persons, to obtain or cause to be obtained all Consents from Governmental Authorities or other Persons and to do or cause to be done all other things necessary, proper or advisable in order to consummate and make effective the Contemplated Transactions (including satisfaction, but not waiver, of the closing conditions set forth in Article VIII), provided that under no circumstances shall any Party be required to make any payment to any Person to secure such Person's Consent other than as expressly contemplated herein and other than ordinary filing fees; provided, further, that, except as otherwise set forth in Article VIII, the failure to obtain any Consent referenced above, in and of itself, shall not be a condition to the obligation of any Party to consummate the Contemplated Transactions. In furtherance of the provisions of this Section 6.1, subject to the other terms and conditions of this Agreement, neither Parent nor the Company shall (and each of them shall cause their respective Affiliates not to) take any action or omit to take any action that would reasonably be expected to result in (a) the failure of any of the conditions set forth in Article VIII to be satisfied or (b) the failure or inability of either Party to comply with its obligations under this Agreement.

Section 6.2 Conduct of the Business of the Acquired Companies.

(a) During the Pre-Closing Period, without the prior written consent of Parent, which shall not be unreasonably withheld, conditioned or delayed, and except (i) as required or contemplated by this Agreement, (ii) as described in Section 6.2(b) of the Company Disclosure Letter, (iii) for transactions to be consummated prior to the Closing pursuant to the Reorg Plan, the Real Estate Plan and the Cap Ex Plan as described in Section 6.3(a), Section 6.3(b) and Section 6.3(c), respectively, and (iv) for the Permitted M&A, the Company shall and shall cause each of the Acquired Companies to, in all material respects, (A) conduct its business only in the Ordinary Course of Business, (B) preserve intact its present business operations, organization and

goodwill; (C) preserve intact its present business relationships (contractual or otherwise) with all customers and suppliers, subject to the Company's good faith business judgement; and (D) keep available the services of its current employees and consultants.

(b) Without limiting the generality of Section 6.2(a), during the Pre-Closing Period, except (i) as described in Section 6.2(b) of the Company Disclosure Letter, (ii) as otherwise expressly required or contemplated by this Agreement, including as contemplated by the Reorg Plan, the Real Estate Plan and the Cap Ex Plan, (iii) for the Permitted M&A or (iv) as consented to or approved by Parent in writing, which consent or approval shall not be unreasonably withheld, conditioned or delayed, the Company shall not, and shall not cause or permit any Acquired Company to, take any of the following actions:

(i) amend its Organizational Documents, effect any split, combination, exchange, reclassification, recapitalization, stock dividend or similar action with respect to its capital stock or other Equity Interests or adopt or carry out any plan of complete or partial liquidation or dissolution;

(ii) except for the issuance of shares of Common Stock pursuant to the conversion of any Convertible Debenture, authorize, transfer, issue, sell or dispose of any shares of capital stock or other securities or, except pursuant to this Agreement, grant options, warrants, calls or other rights to purchase or otherwise acquire shares of the capital stock or other securities of the Company or any Acquired Company;

(iii) (A) declare or pay a dividend on, or make any other distribution in respect of, its capital stock or other Equity Interests, except for (1) cash dividends or distributions by any of the Company's Subsidiaries to the Company or any of its Subsidiaries, (2) cash dividends or distributions by any Not Owned Company to its equityholders, and (3) tax distributions, or (B) repurchase, redeem or otherwise acquire or cancel any of its capital stock or other Equity Interests;

(iv) (A) acquire any real property, (B) sell, assign, license, transfer, convey, lease or otherwise dispose of any real property or (C) materially amend, materially modify, terminate or fail to renew any Lease or enter into any new Lease, in the case of clause (C), other than in the Ordinary Course of Business;

(v) incur, assume or otherwise become liable in respect of any Indebtedness or other long-term material financial obligation or incur or suffer any Encumbrance on any of its Assets, other than Permitted Encumbrances and Indebtedness or long-term material financial obligations incurred in the Ordinary Course of Business;

(vi) enter into any transactions with any Affiliate of any Acquired Company, including the Core Securityholders and their Related Parties, other than loans or advances among the Acquired Companies or in the Ordinary Course of Business, on arms'-length terms and terminable on ninety (90) days' notice or less without material premium or penalty;

(vii) (A) merge or consolidate with any Person; (B) acquire any material Assets, except for acquisitions of Assets in the Ordinary Course of Business; or (C) make

any loan, advance or capital contribution to, or acquire any Equity Interests in, any Person (other than loans and advances to Company Associates in the Ordinary Course of Business and other than loans or advances to another Acquired Company);

(viii) sell, exclusively license or otherwise dispose of any of its material Assets or any Company Intellectual Property, except in the Ordinary Course of Business;

(ix) delay or postpone the payment of accounts payable and other Liabilities or accelerate accounts receivable and invoicing or product delivery outside the Ordinary Course of Business;

(x) (A) materially increase any Compensation or employee benefits, whether conditionally or otherwise, provided to any Company Associate, other than in the Ordinary Course of Business or as required by applicable Law, or (B) adopt, amend or terminate any Company Plan, except to the extent required to comply with applicable Law or as requested by Parent or as contemplated by this Agreement or in the Ordinary Course of Business;

(xi) terminate any Key Executive or any other officer of any Acquired Company, other than for "cause", or hire any new officers of any Acquired Company, in each case other than in the Ordinary Course of Business;

(xii) implement or adopt any change in its accounting methods, policies, principles or procedures, except as required by Law, IFRS or in the Ordinary Course of Business;

(xiii) settle, agree to settle or waive any pending Action (A) involving potential payments by any Acquired Company in excess of $250,000 individually or $1,000,000 in the aggregate or (B) so as to admit liability or consent to non-monetary relief;

(xiv) file any amended Tax Return; change or revoke any Tax election; change any method of accounting for Tax purposes; settle any Action in respect of Taxes; or enter into any Contract in respect of Taxes with any Governmental Authority;

(xv) enter into any new line of business that is materially different from the Business or discontinue any line of business or any business operations;

(xvi) terminate, materially modify or waive any material provision of any Company Material Contract other than in the Ordinary Course of Business;

(xvii) enter into any Contract that would be Company Material Contract, other than Company Material Contracts of the types described in clauses (i), (ii), (vi), (viii), (ix), (x), (xiii)(A) (provided each such Company Material Contract is at will) or (xv) of Section 4.14 entered into in the Ordinary Course of Business;

(xviii) make any gift or other gratuitous payment in excess of $250,000;

(xix) make a payment with respect to any guarantee of an obligation of any Person other than an Acquired Company;

(xx) withdraw any currently pending application for or terminate, or allow to lapse, by not taking commercially reasonable actions within its control to retain the effectiveness of, any Cannabis License;

(xxi) change its cash management system with the primary purpose, or likely result, of retaining cash at the Not Owned Companies in excess of the amounts necessary to enable such Not Owned Company to operate its Business in the Ordinary Course of Business; or

(xxii) agree to take any action prohibited by clauses (i) through (xx) of this Section 6.2(b).

(c) Notwithstanding the foregoing, the provisions of Section 6.3 or anything to the contrary in this Agreement, the Parties acknowledge and agree that (i) nothing contained in this Agreement is intended to, and shall not, give Parent, directly or indirectly, the right to control or direct the Acquired Companies' operations (including the Business) or exercise the rights of a beneficial owner for purposes of the HSR Act or any other applicable Law prior to the Closing; and (ii) no consent of Parent will be required with respect to any matter to the extent the Company (or any other Acquired Company) reasonably believes that obtaining such consent may violate any Antitrust Law or any other applicable Law (other than any Federal Cannabis Law). Prior to the Effective Time, the Company shall exercise, consistent and in compliance with the terms of this Agreement, complete control and supervision over its and the other Acquired Companies' respective operations.

Section 6.3 Implementation of Reorg Plan, Cap Ex Plan and Real Estate Plan; Permitted M&A; *[redacted – name of State]* Licenses; Not Owned Company Revolving Credit Lines; Cooperation.

(a) Reorg Plan. During the Pre-Closing Period, subject to the provisos in Section 6.1, the Company shall use its reasonable best efforts to take or cause to be taken all actions, to file or cause to be filed all documents, to give or cause to be given all notices to Governmental Authorities or other Persons and to obtain or cause to be obtained all Consents of Governmental Authorities and other Persons, in accordance with the Reorg Plan, including exercising all reasonable actions available to contest any adverse decision of any such Governmental Authority (the "***Pre-Closing Reorg***"). To the extent not inconsistent with the Antitrust Laws, the Company shall (i) provide copies of all documents necessary to effectuate the Pre-Closing Reorg in accordance with the Reorg Plan and this Section 6.3(a) to Parent for its review prior to the execution thereof and (ii) keep Parent reasonably informed of the progress of the Pre-Closing Reorg, including providing prompt oral and written notice to Parent of any material issues, delays or impediments to the Company's ability to consummate all or any part of the Pre-Closing Reorg prior to the Closing (including the reasons for any such issue, delay or impediment, whether as a result of the failure of any Governmental Authority to consent to any aspect of the Pre-Closing Reorg or otherwise) and the Company's plan to seek to remedy the same. At least ten (10) Business Days prior to the Closing, the Company shall prepare and deliver to

Parent a detailed estimate of the Company Reorg Expenses expected to be incurred following the Closing and any supporting information reasonably necessary to support the Company's basis for its estimates, and, prior to the Closing, the Company and Parent shall negotiate in good faith to mutually agree (such agreement not to be unreasonably withheld, conditioned or delayed by Parent or the Company) on and memorialize a final detailed estimate of such Company Reorg Expenses. For the avoidance of doubt, the failure to complete any action on the Reorg Plan will not, in and of itself, except subject to Section 8.2(b) or Section 8.2(f), give rise to a failure of the conditions in Article VIII.

(b) Cap Ex Plan. During the Pre-Closing Period, subject to the provisos in Section 6.1, the Company shall use its reasonable best efforts to take or cause to be taken all actions necessary to implement the Cap Ex Plan in accordance in all material respects with the Cap Ex Plan, including (i) to the extent within the reasonable control of the Company, the budget and schedule included therein, and (ii) negotiating and entering into Contracts with experienced contractors to perform various portions of the Cap Ex Plan. The Company shall provide Parent with written monthly statements as to, and otherwise keep Parent reasonably informed of, the progress of the Cap Ex Plan and the expenditures related thereto, including periodically providing oral and written notice to Parent of any budget shortfalls and any material issues, delays or impediments to the Company's ability to implement any portion of the Cap Ex Plan prior to the Closing (including the reason for such shortfalls, issues, delays or impediments and the Company's plan to seek to remedy the same). In furtherance of the implementation of the Cap Ex Plan, the Company periodically may propose reasonable modifications to the Cap Ex Plan, including the amount of Cap Ex Cash necessary to implement the Cap Ex Plan, and the Company's basis for such modifications, for Parent's review and approval, such approval not be unreasonably withheld, conditioned or delayed.

(c) Real Estate Plan and Sale Leasebacks.

(i) Any of the Acquired Companies may endeavor to complete the acquisition of the real properties identified in the Real Estate Plan, whether such acquisitions are expected to be consummated during the Pre-Closing Period or following the Closing, and may finance such acquisitions with traditional mortgage financing or through sale leaseback financing on the terms set forth in the Real Estate Plan. The Company shall (A) keep Parent reasonably informed of the progress of the Real Estate Plan and (B) provide copies of all material documents related or necessary to effectuate the Real Estate Plan to Parent for its review prior to the execution thereof. For the avoidance of doubt, no actions or inactions with respect to the Real Estate Plan will be deemed to be a breach or violation of this Agreement and the failure to complete any portion of the Real Estate Plan will not give rise to a failure of any of the conditions in Article VIII.

(ii) During the Pre-Closing Period, any of the Acquired Companies may engage in sale-leaseback financing of any Owned Real Property in accordance with the sale-leaseback terms set forth in the Real Estate Plan.

(d) Permitted M&A. During the Pre-Closing Period, the Company may pursue and complete any Permitted M&A; provided that, unless required otherwise by applicable Law, no such acquisition (regardless of the form) shall result in any Person other than the Company or a Subsidiary of the Company either (i) owning 100% of the equity securities or assets of any such

Person, business or segment or (ii) *[redacted]*; and provided further that all material agreements entered into in connection with the Permitted M&A shall contain customary representations, warranties, covenants and indemnification limitations (including reasonable and customary survival periods, baskets, deductibles and caps) with respect to the Company or any Acquired Company's obligations to the applicable seller(s) but shall not contain any "earnout" or similar payment without the consent of Parent, not to be unreasonably withheld, conditioned or delayed, it being understood that any such "earnout" or similar payment must be included in the Cap Ex Plan and payable out of Cap Ex Cash if payable after the Closing. The Company shall (i) keep Parent reasonably informed of the progress of such Permitted M&A and (ii) provide copies of all material documents related or necessary to consummate any such Permitted M&A to Parent for its review prior to the execution thereof. For the avoidance of doubt, the failure to complete any Permitted M&A will not give rise to a failure of any of the conditions in Article VIII.

(e) *[redacted – name of State]* Licenses. The Company acknowledges and agrees that, in accordance with its obligations to operate the Business in the Ordinary Course of Business during the Pre-Closing Period, subject to the provisos in Section 6.1, the Company shall use its reasonable best efforts, in consultation with Parent, to cause the provisional dispensary, cultivation and processing licenses granted to *[redacted – name of company]*, *[redacted – name of company]*, *[redacted – name of company]* and *[redacted – name of company]*, as applicable, to become operative, and shall keep Parent informed of the progress with regard thereto, including providing prompt oral and written notice to Parent of any material issues, delays or impediments with respect thereto (including the reasons for any such issue, delay or impediment) and the Company's plan to remedy the same. For the avoidance of doubt, (i) the Parties agree that the Options with respect to such entities will not be exercised without the approval of the appropriate Governmental Authority as reflected in the Reorg Plan and (ii) the failure to cause the provisional dispensary, cultivation and processing licenses granted to to *[redacted – name of company]*, *[redacted – name of company]*, *[redacted – name of company]* and *[redacted – name of company]*, LLC will not, in and of itself, except subject to Section 8.2(b), give rise to a failure of any of the conditions in Article VIII.

(f) Not Owned Company Revolving Credit Lines. During the Pre-Closing Period, the Company shall use its reasonable best efforts to amend all of the revolving credit facilities with each Acquired Company that will be a Not Owned Company as of the Closing so that such Not Owned Company may not borrow any additional amounts following the Closing under the applicable credit facility without the consent of the Company.

(g) Cooperation. Prior to the Closing Date, subject to Section 6.2(c), Parent will, and will cause each member of the Parent Group and their respective Representatives to, use its and their reasonable best efforts to provide cooperation that is reasonably requested by the Company in connection with the Company's execution of the Pre-Closing Reorg and the Cap Ex Plan.

Section 6.4 Conduct of the Business of the Parent Group; Effect of Conduct.

(a) During the Pre-Closing Period, Parent shall not and shall not cause or permit any member of the Parent Group to (i) take any action the principal purpose or primary result of which is to materially and adversely impact the value of the Subordinate Shares or that would, in

and of itself, reasonably be expected to materially and adversely impact the value of the Subordinate Shares on a long-term basis, (ii) without the prior consent of the Company (not to be unreasonably withheld, conditioned or delayed), (A) acquire any material business or material assets that the Company proposed to acquire and requested, but did not receive, Parent's consent to acquire in accordance with Section 6.2(b); provided, however, that, if the Company subsequently elects not to pursue such acquisition, then Parent may pursue such acquisition or (B) hire or engage any individual that an Acquired Company desired to hire or engage and requested, but did not receive, Parent's consent thereto in accordance with Section 6.2(b), (iii) take any other action that would reasonably be expected to (A) prevent or materially delay the consummation of the Contemplated Transactions or (B) prevent or materially delay the satisfaction of the closing condition set forth in Section 8.2(f), or (iv) acquire any cannabis business (other than the acquisition by Curaleaf of (y) Cura Partners, Inc, or (z) a transaction in Connecticut that has been previously disclosed to the Company) or apply for or acquire any Permit (and shall withdraw any pending application for any such Permit) in a state in which the Acquired Companies are currently operating if such acquisition or application would be reasonably likely to materially and adversely affect Parent's or the Company's ability to consummate the Contemplated Transactions, including because such acquisition or application would be reasonably likely to cause the failure of the Parties to obtain the approval of any Governmental Authority necessary to consummate the Contemplated Transactions.

(b) Notwithstanding anything to the contrary contained in this Agreement, if any Consent of a Governmental Authority necessary to consummate any of the transactions contemplated by this Agreement is not obtained (i) as a result of a violation of clause (iii) of Section 6.4(a) or (ii) because the applicable Governmental Authority provides notice refusing to grant its Consent because Parent or any Person Affiliated with Parent required to be approved by such Governmental Authority as the beneficial owner of the applicable license holding entity has not been so approved, then any such failure shall not constitute a basis (A) to adjust downward any component of the Merger Consideration, (B) to cause a failure of a closing condition set forth in Section 8.1 or Section 8.2, (C) for Parent to terminate this Agreement (other than as a result of a failure of the closing condition set forth in Section 8.2(f)), or (D) for any Parent Indemnified Party to claim or otherwise seek any indemnification under Article X for Losses attributable to such failure to obtain the applicable Consent; provided that the Company shall provide prompt written notice of such failure to obtain Consent, including the reason therefor, to Parent and Parent shall have the right, in its discretion, to do either or both of the following: (1) take all actions it deems necessary and appropriate to appeal such decision or (2) designate another Person (reasonably acceptable to the Company) to be the purchaser of the applicable Acquired Company; provided further that clause (B) will not apply with respect to the closing conditions set forth in Section 8.2(f) (unless any such failure is the result of or caused by any breach of this Agreement by any member of the Parent Group).

Section 6.5 Access to Premises and Information.

(a) During the Pre-Closing Period, the Company shall, subject to prior review and approval of the Company's antitrust counsel, permit Parent and its Affiliates and their respective Representatives, at Parent's expense, to have reasonable access (at reasonable times and upon reasonable notice) to Representatives of the Company and to the premises, properties (excluding for the purposes of environmental inspection), books, records (including Tax records)

and Contracts of the Acquired Companies and shall furnish promptly such information concerning the businesses, properties and personnel of the Acquired Companies as Parent shall reasonably request; provided that the Acquired Companies shall not be required to provide access or to disclose information if such access or disclosure (i) would reasonably be expected to jeopardize the privilege of the Acquired Companies with respect to attorney-client communications or attorney work product, (ii) relates to information or materials required to be kept confidential by applicable Law or Contracts, (iii) relates to information or materials that relate to the proposed sale of the business of the Acquired Companies or the negotiation, execution and delivery of this Agreement or (iv) would violate applicable Law (other than Federal Cannabis Laws); provided, however, that the Company will notify Parent in reasonable detail of the circumstances giving rise to any non-disclosure pursuant to the foregoing and will permit disclosure of such information in the cases of the foregoing clauses (i) and (ii), to the extent possible, in a manner consistent with privilege, the applicable Contracts or applicable Law. The information provided pursuant to this Section 6.5(a) shall be used solely for the purpose of the Contemplated Transactions, and such information shall be kept confidential by Parent in accordance with the terms and conditions of the Confidentiality Agreement.

(b) During the Pre-Closing Period, Parent shall, subject to prior review and approval of Parent's antitrust counsel, permit the Company and its Affiliates and their respective Representatives, at the Company's expense, to have reasonable access (at reasonable times and upon reasonable notice) to Representatives of Parent and shall furnish promptly such information concerning the businesses, properties and personnel of the Parent Group as the Company shall reasonably request; provided that no member of the Parent Group shall be required to provide access or to disclose information if such access or disclosure (i) would reasonably be expected to jeopardize the privilege of any member of the Parent Group with respect to attorney-client communications or attorney work product, (ii) relates to information or materials to be kept confidential by applicable law or Contracts, (iii) relates to information or materials that relate to the proposed acquisition of the Acquired Companies or the negotiation, execution and delivery of this Agreement or (iv) would violate applicable Law (other than Federal Cannabis Laws) provided, however, that Parent will permit disclosure of such information in the case of the foregoing clauses (i) and (ii), to the extent possible, in a manner consistent with privilege, the applicable Contracts or applicable Law. The information provided pursuant to this Section 6.5(b) shall be used solely for the purpose of the Contemplated Transactions, and such information shall be kept confidential by the Company in accordance with the terms and conditions of the Confidentiality Agreement.

Section 6.6 Company Stockholder Approval.

(a) As promptly as reasonably practicable following the date of this Agreement, the Company shall prepare and mail to the Stockholders a proxy statement or a consent solicitation seeking the approval of the Stockholders of this Agreement and the Contemplated Transactions and containing such Publicly Available Information relating to Parent, Merger Sub, the Company, this Agreement, the Merger and the other Contemplated Transactions (including the background thereof) as determined to be necessary or appropriate by the Company (such proxy statement or consent solicitation statement, as may be amended or supplemented, the "***Proxy Statement***"). Subject to Parent's reasonable cooperation and timely provision of information as required pursuant to this Section 6.6, the Company will prepare and, on or prior to the twentieth (20th) Business Day following the date of this Agreement or such reasonable later date as shall be

reasonably requested in writing by the Company and consented to in writing by Parent (such consent not to be unreasonably withheld, conditioned or delayed), mail the Proxy Statement to the Stockholders (the actual date on which the Proxy Statement is mailed to the Stockholders, the "***Proxy Completion Date***"). Parent shall consider in good faith any requests from the Company for extensions of the deadline for mailing of the Proxy Statement. Parent shall reasonably cooperate with the Company and shall timely make available to the Company such Publicly Available Information concerning Parent and other information necessary or appropriate to prepare the Proxy Statement (including information relating to the process engaged in by Parent in connection with the Contemplated Transactions for use in the description of the background and reasons for the Contemplated Transactions sections of the Proxy Statement) as may be reasonably requested by the Company in connection with the preparation and distribution of the Proxy Statement (and, for the avoidance of doubt, Parent acknowledges and agrees that the foregoing information may be used in materials circulated to holders of Convertible Debentures in connection with seeking the conversion or exchange of such Convertible Debentures, or the amendment of the Convertible Debentures (and/or the subscription agreements pursuant to which they were issued, as contemplated by Section 3.6(a)). Subject to Section 6.7, the Proxy Statement shall include the recommendation of the Company Board (the "***Company Board Recommendation***") that the Stockholders adopt the "agreement of merger" (as such term is used in Section 251 of the DGCL) contained in this Agreement with respect to the Merger (such adoption, in accordance with the Company's Organizational Documents and applicable Law, by the affirmative vote at a meeting or by written consent of the Company's stockholders representing a majority of the shares of Common Stock outstanding at the applicable record date, the "***Company Stockholder Approval***"). The Proxy Statement shall notify the stockholders of the Company of the availability of appraisal rights in connection with the transactions contemplated by this Agreement in accordance with Section 262 of the DGCL.

(b) The Company shall, in accordance with applicable Law (other than Federal Cannabis Laws) and the Company's Organizational Documents, set a record date for a vote of its stockholders and either (i) call a meeting of the Stockholders to be held as promptly as reasonably practicable, and in any event not later than 5:00 p.m., New York City time on the twentieth (20th) Business Day, following the Proxy Completion Date (the "***Stockholder Approval Deadline***") or (ii) seek to obtain, as promptly as reasonably practicable after the Proxy Completion Date, and in any event not later than the Stockholder Approval Deadline, written consents of the Stockholders pursuant to Section 228 of the DGCL, in either case for the purpose of obtaining the Company Stockholder Approval. Unless this Agreement is validly terminated in accordance with Article IX and subject to Section 6.8(d) and Section 6.8(e), the Company shall use its reasonable best efforts to obtain the Company Stockholder Approval by soliciting proxies or written consents, as applicable, in favor of such adoption and promptly taking all other reasonable actions necessary or advisable to secure the Company Stockholder Approval.

(c) The Company shall, following receipt of the Company Stockholder Approval, exercise any drag-along rights it has with respect to the shares of Common Stock in accordance with the A&R Stockholders Agreement.

Section 6.7 Regulatory Compliance.

(a) Each of Parent and the Company will, and, to the extent required by the HSR Act and any applicable Foreign Competition Laws, the Company or the Seller Representative shall instruct the Participating Securityholders to, prepare and file, or cause to be prepared and filed, with the appropriate Governmental Authorities, any required notifications with respect to the Contemplated Transactions pursuant to the HSR Act and any applicable Foreign Competition Laws. Each of Parent, on the one hand, and the Company, on the other hand, will pay one half (1/2) of any filing fees required pursuant to the HSR Act or any applicable Foreign Competition Laws and all of its own legal fees and other expenses incurred in connection with its obligations under this Section 6.7. Each of Parent and the Company shall, and, to the extent applicable, the Company or the Seller Representative shall instruct each Participating Securityholder to, seek early termination of any waiting periods under the HSR Act and, to the extent applicable, any waiting periods under any applicable Foreign Competition Law merger clearance statute. Each of Parent and the Company shall, and, to the extent applicable, the Company and the Seller Representative shall instruct each Participating Securityholder to, promptly supply information reasonably requested by any Governmental Authority in connection with the HSR notification or any applicable non-U.S. Antitrust Law, and shall cooperate with each other in responding to any such request.

(b) The Parties (other than the Seller Representative) will use their respective reasonable best efforts and will cooperate fully with one another to obtain promptly all Consents of any applicable Governmental Authority necessary for the consummation of the Contemplated Transactions. Without limiting the foregoing, each of the Parties (other than the Seller Representative) will, subject to prior review and approval by its respective antitrust counsel, furnish to the other Party (other than the Seller Representative) and, upon request, to any Governmental Authority such information and assistance as may be reasonably requested in connection with the foregoing, including by (i) timely furnishing to each other all information concerning it and/or its Affiliates (including, with respect to the Company, each Acquired Company) that counsel to the Company and Parent reasonably determine is required; (ii) promptly providing the other Party with copies of all written communications to or from any Governmental Authority in connection with any inquiry relating to the Merger, including under any Antitrust Law; (iii) responding promptly to and complying with any request for additional information and documentary material under the HSR Act and other applicable Antitrust Laws; (iv) keeping each other informed of any communication received from or given to any Governmental Authority, in each case regarding the Merger; (v) permitting the Company or Parent (as the case may be) to review in advance and comment on any communication to any Governmental Authority in connection with any inquiry relating to the Merger, including under Antitrust Law; and (vi) to the extent not prohibited by any Governmental Authority, give the other Party notice and the reasonable opportunity to attend any meetings, and copies of any substantive communications, with any Governmental Authority in connection with any inquiry relating to the Merger, including under any Antitrust Law. The Parties may, as they deem advisable and necessary, (A) designate any competitively sensitive materials provided to the other under this Section 6.7(b) as "outside counsel only", in which case such materials and the information contained therein shall be given only to outside counsel and outside financial advisors and shall not be given to employees, officers or directors of the recipient without the prior written consent of the Party providing such materials; and (B) redact information relating to valuation and the negotiations leading to this Agreement. In

furtherance of Parent's other obligations under this Section 6.7(b), Parent shall, after consultation with the Company's antitrust counsel and consideration of such counsel's input in good faith, determine the strategy to be pursued for obtaining and lead the effort to obtain all necessary actions or nonactions and Consents from Governmental Authorities related to the Antitrust Laws in connection with the Merger and the other Contemplated Transactions and the Company shall take all reasonable actions to support Parent in connection therewith.

(c) The Parties (other than the Seller Representative) will use their respective reasonable best efforts to resolve favorably any review or consideration of the Contemplated Transactions by any Governmental Authority with jurisdiction over the enforcement of any applicable Antitrust Law.

(d) Without limiting the generality of the Parties' obligations under this Section 6.7, (i) subject to Section 6.7(e), Parent agrees that it shall propose, negotiate, commit to and effect, by consent decree, stipulation, judgment, hold separate order or otherwise, the sale, divestiture or disposition of such of its assets, properties or businesses, or the assets, properties or businesses to be acquired by it pursuant hereto, or the future conduct of its business, as are necessary or advisable in order to (A) avoid or eliminate any impediments under any Antitrust Law that are asserted by any Person or Governmental Authority, (B) avoid or vacate the entry of, or the commencement of litigation or administrative proceedings seeking the entry of, any temporary restraining order, injunction, judgment, or other decision, decree, or order (collectively an "***Antitrust Order***") in any Action that would have the effect of materially delaying or preventing the consummation of the Merger and the other Contemplated Transactions or (C) effect the dissolution of any such Antitrust Order; provided that the foregoing shall not restrict or impede Parent's right to reasonably negotiate with the applicable Governmental Authority so as to reasonably limit any requirements that Parent hold separate, sell or divest or dispose of any of its assets, properties or businesses or any of the assets, properties or businesses to be acquired hereunder; and (ii) each of Parent and the Company shall cooperate with each other and defend, at its own cost and expense, through litigation on the merits and any appeals in such litigation, against any claim asserted in court, in any governmental agency or tribunal, or in any other forum, by any Person or Government Authority in order to avoid entry of any Antitrust Order, or to have vacated or terminated, any Antitrust Order (whether temporary, preliminary or permanent) that would have the effect of materially delaying or preventing the consummation of the Merger and other Contemplated Transactions. In the event that Parent, the Company or any other Acquired Company is required to divest any Acquired Company or any assets of any Acquired Company, then the proceeds of such divestment shall be and remain assets of Parent, the Company or the Surviving Corporation, to be used by Parent or the Surviving Corporation after the Closing as it determines in its sole discretion.

(e) Notwithstanding Section 6.7(c) or Section 6.7(d), no member of the Parent Group shall be required to take or agree to take any action with respect to their business or operations unless the effectiveness of such agreement or action is conditioned upon the Closing of the Contemplated Transactions and, in the case of any agreement or action to be taken by any Acquired Company, such agreement or action is approved by Parent, in its sole discretion.

(f) Prior to the Closing, except for the acquisition of Cura Partners, Inc., Parent shall not, and shall cause its Affiliates not to, acquire or agree to acquire by merging or

consolidating with, or by purchasing the assets of or equity in, or by any other manner, any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into of a definitive agreement relating to or the consummation of such acquisition, merger or consolidation would reasonably be expected to (i) cause any material delay in obtaining, or significantly increase the risk of not obtaining, any Consents of any Governmental Authority or the expiration or termination of any applicable waiting period, necessary to consummate the Contemplated Transactions, (ii) significantly increase the risk of any Governmental Authority seeking or entering an Antitrust Order or (iii) materially delay the consummation of the Contemplated Transactions.

Section 6.8 Acquisition Proposals.

(a) Subject to Section 6.8(b) through Section 6.4(a), during the Pre-Closing Period, the Company shall not, shall cause each Acquired Company not to and shall direct its and their respective Affiliates and Representatives not to, directly or indirectly (except with respect to Parent and its Affiliates), (i) pursue or enter into any discussions with any financial advisor or investment banker with respect to any reverse takeover or initial public offering, (ii) solicit, initiate or knowingly encourage (including by way of furnishing information other than information furnished in the Ordinary Course of Business of the Company or that is unrelated to any actual or potential Company Acquisition Proposal) any inquiries, offers or proposals from any Person which constitute, or would reasonably be expected to result in, a Company Acquisition Proposal, (iii) negotiate with any other Person or enter into any letter of intent or other agreement relating to or contemplating a Company Acquisition Proposal or disclose to any Person any confidential information concerning any Acquired Company or its businesses or assets or (iv) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in a manner adverse to Parent, the Company Board Recommendation (a "***Change of Company Board Recommendation***"). Upon the execution and delivery of this Agreement, the Company will, and the Company will cause each Acquired Company, and its and their respective stockholders, Affiliates, Representatives and other agents to, immediately cease and cause to be terminated all discussions and negotiations, if any, that have taken place prior to the date of this Agreement with any Person (other than Parent) with respect to any Company Acquisition Proposal. Parent hereby requests that the Company request that all Persons who executed a confidentiality, non-disclosure or other similar agreement in connection with the consideration of a possible Company Acquisition Proposal prior to the date of this Agreement return to the Company, or destroy, all confidential information heretofore furnished to such Person by or on behalf of the Company, as promptly as practicable, subject to the terms of such agreement.

(b) Notwithstanding anything to the contrary contained in Section 6.8(a) or any other provision of this Agreement, if at any time following the date of this Agreement and prior to obtaining the Company Stockholder Approval, (i) the Company has received a written, bona fide Company Acquisition Proposal that did not result from a breach of Section 6.8(a), and (ii) the Company Board determines in good faith, after consultation with the Company's financial advisors and outside counsel, that such Company Acquisition Proposal constitutes or would reasonably be likely to result in a Company Superior Proposal and that the failure to consider such Company Acquisition Proposal would be inconsistent with their fiduciary duties under applicable Law, then the Company and its Representatives may, subject to clauses (1) and (2) below, (A) furnish information with respect to the Company and its Subsidiaries to the Person making such Company Acquisition Proposal (and its Representatives) and provide access to the Company's books,

records, facilities, properties, personnel and Representatives to such Person and its Representatives and (B) participate in discussions or negotiations with the Person making such Company Acquisition Proposal (and its Representatives) regarding such Company Acquisition Proposal; provided that (1) the Company will not, and will instruct its Representatives not to, disclose any non-public information to such Person unless the Company has entered into a confidentiality agreement with such Person not materially less restrictive on such Person than the Confidentiality Agreement and which does not restrict the Company from providing the information or access required to be provided pursuant to clause (2), and (2) the Company will provide or make available to Parent or its Representatives any non-public information concerning the Company or its Subsidiaries provided or made available to such other Person that was not previously provided or made available to Parent or its Representatives prior to or substantially concurrently with the time such information is provide to such other Person.

(c) The Company shall promptly (and in any event within one (1) Business Day of its receipt of any Company Acquisition Proposal) notify Parent in writing in the event that the Company (including through any of its Subsidiaries or Representatives) receives (i) any Company Acquisition Proposal, (ii) any inquiry or request for non-public information relating to the Company or any of its Subsidiaries other than inquiries or requests for information in the Ordinary Course of Business of the Company or any requests made that are unrelated to any actual or potential Company Acquisition Proposal, or (iii) any inquiry or request for discussions or negotiations regarding any actual or potential Company Acquisition Proposal. The Company shall, promptly (and in any event within such one (1) Business Day period), provide Parent with a copy of such Company Acquisition Proposal, indication, inquiry or request (or, where such Company Acquisition Proposal or request is not in writing, a description of the material terms and conditions thereof, including the identity of the Person making such Company Acquisition Proposal, indication, inquiry or request). The Company shall keep Parent informed (orally and in writing) on a current basis (including notifying Parent in writing no later than one (1) Business Day after the occurrence of any material changes, developments, discussions or negotiations) of the status of any Company Acquisition Proposal or request (including the material terms and conditions thereof and any material modification thereto). Without limiting the foregoing, the Company shall notify Parent in writing promptly (and in any event within to one (1) Business Day) after it determines to begin providing information or to engage in discussions or negotiations concerning a Company Acquisition Proposal, and the Company shall not provide any such information or engage in such discussions or negotiations prior to providing such written notice to Parent.

(d) Notwithstanding anything in Section 6.8(a) to the contrary:

(i) if the Company receives a written, bona fide Company Acquisition Proposal that did not result from a breach of Section 6.8(a);

(ii) the Company Board concludes in good faith after consultation with the Company's financial advisors and outside counsel that (A) such Company Acquisition Proposal constitutes a Company Superior Proposal and (B) the failure to take the actions below would be inconsistent with its fiduciary duties under applicable Law;

(iii) the Company provides to Parent a prior written notice that the Company Board intends to make a Change of Company Board Recommendation or authorize the

Company to terminate this Agreement pursuant to Section 9.1(h) (a "***Company Recommendation Change Notice***") in response to such Company Acquisition Proposal, which Company Recommendation Change Notice shall attach a copy of such Company Acquisition Proposal and any proposed written definitive agreement relating to such Company Acquisition Proposal and summarize in reasonable detail any material terms and conditions of such Company Acquisition Proposal that are not reflected in such copies;

(iv) if requested by Parent, during the five (5) Business Day period after delivery of the Company Recommendation Change Notice, the Company and its Representatives shall negotiate in good faith with Parent and its Representatives related to revisions to this Agreement or the Contemplated Transactions; and

(v) at the end of such five (5) Business Day period and taking into account any changes to the terms hereof proposed by Parent in writing (provided that, if Parent has proposed any changes to the terms hereof or the Contemplated Transactions and there is any subsequent amendment to any material term of such Company Acquisition Proposal, the Company shall provide a new Company Recommendation Change Notice (including all required information and documents) and an additional two (2) Business Day period from the date of such notice shall apply), the Company Board concludes in good faith (after consultation with the Company's financial advisors and outside counsel) that such Company Acquisition Proposal continues to be a Company Superior Proposal and that the failure to make such a Company Change of Recommendation in response to such Company Acquisition Proposal or authorize the Company to terminate this Agreement pursuant to Section 9.1(h) would be inconsistent with the Company Board's fiduciary duties under applicable Law, then the Company may (A) terminate this Agreement pursuant to Section 9.1(h) and enter into a definitive merger agreement, acquisition agreement or similar written agreement with respect to such Company Superior Proposal or (B) effect a Change of Company Board Recommendation; provided, however, that, if the Company terminates this Agreement pursuant to Section 9.1(h), the Company shall pay to Parent the Termination Fee required to be paid pursuant to Section 9.3(a).

(e) Notwithstanding anything in Section 6.8(a) to the contrary, at any time prior to obtaining the Company Stockholder Approval, the Company Board may effect a Change of Company Board Recommendation, if the Company Board determines in good faith, after consultation with outside counsel, that, based on a material event or change in circumstances that was not known, or, if known, the consequences of which were not known or reasonably foreseeable, by the Company Board as of the date hereof, the failure to make such Change of Company Board Recommendation would be inconsistent with their fiduciary duties under applicable Law, and determines in good faith that the reasons for making such Change of Company Board Recommendation are independent of any pending Company Acquisition Proposal; provided, however, that the Company Board may not effect such a Change of Company Board Recommendation pursuant to this Section 6.8(e) (i) as a result of any Excluded Intervening Event and (ii) unless (A) the Company has provided prior written notice to Parent, at least five (5) Business Days in advance, of its intention to make such Change of Company Board Recommendation, which notice shall specify the material facts and information constituting the basis for such contemplated determination, and (y) prior to taking such action, at the request of Parent, the Company shall, and shall direct its financial and legal advisors to, during such five (5) Business Day period, negotiate in good faith any adjustments in the terms and conditions of this

Agreement proposed in writing by Parent during such five (5) Business Day period which would allow the Company Board not to make such Change of Company Board Recommendation consistent with its fiduciary duties.

(f) Nothing contained in this Section 6.8 shall prohibit the Company from (y) taking and disclosing to the stockholders of the Company a position contemplated by Rule 14e-2(a) under the Exchange Act (or any similar communication to stockholders in connection with the making or amendment of a tender offer or exchange offer), in each case, to the extent legally required, or (z) making any disclosure to the Company's stockholders if, in the good faith judgment of the Company Board, after consultation with outside counsel, failure to make such disclosure would be inconsistent with their fiduciary duties under applicable Law or that such disclosure is otherwise required by Law.

(g) For purposes of this Agreement, "***Company Acquisition Proposal***" means any bona fide inquiry, offer or proposal made by a Person or group or Person (other than Parent or any of its Affiliates) relating to a transaction or potential transaction which is structured to permit such Person or group of Persons to acquire beneficial ownership of at least 15% of the assets or businesses of, the Company and its Subsidiaries, or at least 15% of the equity or any class of equity of the Company pursuant to a merger, consolidation, amalgamation, plan or arrangement or other business combination, sale of shares of capital stock, sale of assets, tender offer or exchange offer or other transaction, including any single or multi-step transaction or series of related transactions, in each case other than the Merger, and "***Company Superior Proposal***" means any bona fide Company Acquisition Proposal (except the references in the definition thereof to "15%" shall be replaced by "more than 50%" and references to "the Company or any Acquired Company" shall be replaced by "the Company and its Subsidiaries") made in writing after the date hereof that the Company Board has determined in good faith (after consultation with the Company's financial advisors and outside counsel) if it were consummated, would result in a transaction more favorable from a financial point of view to the Stockholders than the Merger, taking into account all of the terms and conditions of such Company Acquisition Proposal, including the identity of the Person making the Company Superior Proposal, all legal, financial and regulatory terms, the likelihood and timing of consummation thereof and other material aspects of such Company Acquisition Proposal as the Company Board in good faith deems relevant.

Section 6.9 Parent Reporting Requirements. During the Pre-Closing Period, the Company shall use commercially reasonable efforts to, at Parent's expense, cooperate with Parent and provide Parent with information regarding the Acquired Companies as may be required to enable Parent to make any filings required under Canadian Securities Laws or by the CSE. Notwithstanding the foregoing, (a) nothing shall require such cooperation as would unreasonably interfere with the business or operations of any Acquired Company; (b) no Acquired Company shall be required to, or be required to commit to, take any action that is not contingent upon the Closing pursuant to, or enter into or execute any agreement or document unless the effectiveness thereof shall be conditioned upon, or become operative upon or after, the Closing; and (c) such requested cooperation shall not require any Acquired Company to take any action that would conflict with any applicable Law (excluding Federal Cannabis Laws) or its Organizational Documents or result in the violation or breach of, or default under, any material Contract of any Acquired Company, including any provision of this Agreement.

Section 6.10 Termination of Company Plans. If Parent requests in writing at least thirty (30) days prior to the Closing Date, the Company shall terminate, effective not later than the day immediately preceding the Closing Date, any and all Company Plans and shall provide Parent with evidence that such Company Plans have been terminated pursuant to resolution of the Company Board (the form and substance of which shall be subject to the review of and approval by Parent).

Section 6.11 Notice of Developments.

(a) During the Pre-Closing Period, the Company shall promptly notify Parent in writing of (i) the occurrence or non-occurrence of any Event that, to the Knowledge of the Company, would reasonably be expected to (A) cause any representation or warranty of the Company contained in Article IV to be untrue or inaccurate in any material respect, including with respect to any information referenced as "previously disclosed to Parent", "previously disclosed to and discussed with Parent" or "previously identified to Parent", and like or similar phrases; and (B) result in any of the conditions to the obligations of Parent and Merger Sub to consummate the Contemplated Transactions set forth in Section 8.2(a), Section 8.2(b) or Section 8.2(c) to fail to be satisfied at the Closing or (ii) any failure of the Company to comply with or satisfy any covenant required to be complied with by it hereunder that, to the Knowledge of the Company, would reasonably be expected to result in any condition to the obligations of Parent and Merger set forth in Article VIII not to be satisfied at the Closing. Parent and the Company acknowledge and agree any breach of this Section 6.11(a) will be deemed to be treated as a breach of, or inaccuracy in, a representation or warranty of the Company and will be indemnified solely through Section 10.2(a)(i).

(b) During the Pre-Closing Period, Parent shall promptly notify the Company in writing of (i) the occurrence or non-occurrence of any Event that, to the Knowledge of Parent, would reasonably be expected to (A) cause any representation or warranty of Parent contained in Article V to be untrue or inaccurate in any material respect or (B) result in any of the conditions to the obligations of the Company to consummate the Contemplated Transactions set forth in Section 8.3(a), Section 8.3(b) or Section 8.3(c) to fail to be satisfied at the Closing or (ii) any failure of Parent to comply with or satisfy any covenant required to be complied with by it hereunder that, to the Knowledge of Parent, would reasonably be expected to result in any condition to the obligations of the Company set forth in Article VIII not to be satisfied at the Closing.

(c) In the case of Section 6.11(a) and Section 6.11(b), no such notice (such notice, a "***Disclosure Update***") shall have any effect for the purpose of determining whether the conditions to Close the Consummated Transactions set forth in Article VIII have been satisfied; provided, however, that, in the case of a Disclosure Update, if the Closing occurs, the Indemnified Parties shall have all rights to be indemnified for any Losses resulting from the breach of a representation or warranty or covenant (without regard to the Disclosure Update) in accordance with, and subject to the limitations of, Article X.

(d) After the Closing, all references to any section of the Company Disclosure Letter pursuant to which a Disclosure Update has been delivered in accordance with Section 6.11(a) shall, for all purposes, other than the Parent Indemnified Parties' rights to

indemnification as provided in Section 6.11(c), be deemed to be a reference to such section of the Company Disclosure Letter as modified by such Disclosure Update.

Section 6.12 Takeover Statutes. If any Takeover Statute becomes applicable to the Contemplated Transactions after the date of this Agreement, Parent and the Company shall grant such approvals and take such actions as are reasonably necessary so that the Contemplated Transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise act to eliminate or minimize, to the extent possible, the effects of such Takeover Statute on the Contemplated Transactions.

Section 6.13 CSE Listing. Prior to the Closing Date, Parent shall have filed with the CSE a CSE Form 9 – Notice of Proposed Issuance of Securities with respect to the issuance and listing of the Subordinate Shares issuable under this Agreement and concurrent with the Closing shall file, or cause to be filed, with the CSE all documentation required pursuant to CSE Policy 6 – *Distributions*, including, for certainty, a CSE Form 6 – *Certificate of Compliance*, closing letter and requisite legal opinion.

ARTICLE VII
ADDITIONAL COVENANTS

Section 7.1 Employee Benefits.

(a) As of the Closing Date, and for a period of at least twelve (12) months thereafter (or until termination of employment, if earlier), Parent shall provide, or shall cause the Surviving Corporation or one of Parent's other Subsidiaries or Affiliates to provide to each employee of the Company or any other Acquired Company as of the Closing Date who continues employment with an Acquired Company immediately following the Closing, including any such Person who is on family or medical leave or other approved leave of absence (each, a "***Continuing Employee***") with (i) an annual base salary, annual bonus or an hourly wage rate paid to similarly situated employees of the Parent Group, but not less than the annual base salary, annual bonus or an hourly wage rate provided to the Continuing Employee prior to the Closing Date, (ii) incentive compensation opportunities that are substantially the same as those provided to similarly situated employees of the Parent Group, but not less than any incentive compensation opportunities provided to the Continuing Employee prior to the Closing Date and (iii) employee benefits (including but not limited to retirement, welfare benefits, equity-based compensation, fringe benefits) that are substantially the same as those provided to similarly situated employees of the Parent Group, but not less than the employee benefits provided to the Continuing Employee prior to the Closing Date. Parent, the Surviving Corporation and their respective Subsidiaries and Affiliates shall treat, and shall cause each Benefit Plan sponsored or maintained by Parent, the Surviving Corporation or any of their respective Subsidiaries or Affiliates following the Closing and in which any Continuing Employee (or the spouse, domestic partner or any dependent of any Continuing Employee) participates or is eligible to participate (each, a "***Parent Benefit Plan***"), to treat, for all purposes (including eligibility to participate, vesting and level and accrual of benefits, other than accrual of benefits under any "defined benefit plan," as defined in Section 3(35) of ERISA), all service with the Company (and predecessor employers to the extent that the Company or any Company Plan provides past service credit) as service with Parent, the Surviving Corporation and their respective Subsidiaries and Affiliates; provided that, with respect to any

Parent Benefit Plan provided by a third party, such obligation shall apply only to the extent permitted by such third party under such Parent Benefit Plan. Parent, the Surviving Corporation and their respective Subsidiaries and Affiliates shall use commercially reasonable efforts to cause each Parent Benefit Plan that is a welfare benefit plan, within the meaning of Section 3(1) of ERISA, (A) to waive any and all eligibility waiting periods, actively-at-work requirements, evidence of insurability requirements, pre-existing condition limitations and other exclusions and limitations with respect to the Continuing Employees and their spouses, domestic partners and dependents to the extent waived, satisfied or not included under the corresponding Company Plan, and (B) to recognize for each Continuing Employee for purposes of applying annual deductible, co-payment and out-of-pocket maximums under such Parent Benefit Plan any deductible, co-payment and out-of-pocket expenses paid by the Continuing Employee and his or her spouse, domestic partner and dependents under the corresponding Company Plan during the plan year of such Company Plan in which occurs the later of the Closing Date and the date on which the Continuing Employee begins participating in such Parent Benefit Plan.

(b) This Section 7.1 shall be binding upon and inure solely to the benefit of each of the Parties, and nothing in this Section 7.1, shall confer upon any other Person, including any Continuing Employee, any rights or remedies of any nature whatsoever. Nothing contained herein shall be construed to establish, amend or modify any Company Plan or any other plan, program, arrangement, agreement, policy or commitment. The Parties hereto acknowledge and agree that the terms set forth in this Section 7.1 shall not create any right in any Continuing Employee or any other Person to continued employment with the Company, Parent, the Surviving Corporation or any of their respective Subsidiaries or Affiliates.

Section 7.2 Certain Tax Matters.

(a) Transfer Taxes.

(i) All Transfer Taxes arising in connection with the Reorg Plan shall be borne solely by the Stockholders (in accordance with their respective Pro Rata Portion) and shall be paid for in cash upon the consummation of the applicable transactions consummated in connection with the Reorg Plan or when otherwise due and payable. Parent and the Seller Representative (on behalf of the Stockholders) shall cooperate in the execution and delivery of all instruments and certificates reasonably necessary to minimize the amount of any such Transfer Taxes and to enable the Parties to comply with any Tax Return filing requirements for such Transfer Taxes. If the transaction giving rise to such Transfer Taxes occurs on or prior to the Closing Date, the Seller Representative shall timely file, or shall cause to be timely filed, with the relevant Governmental Authority each Tax Return and other documentation with respect to any such Transfer Taxes (provided that the Seller Representative shall give Parent a reasonable opportunity to review and comment on each such Tax Return prior to the filing thereof) and shall (on behalf of the Stockholders) timely pay to the relevant Governmental Authority all Transfer Taxes due and payable thereon, and, if required by applicable Law, Parent or the Surviving Corporation, as the case may be will, and will cause its Affiliates to, join in the execution of any such Tax Returns and other documentation. If the transaction giving rise to such Transfer Taxes occurs after the Closing Date, Parent (or, if required by applicable Law, its Affiliates, including the Surviving Corporation) shall timely file, or shall cause to be timely filed, with the relevant Governmental Authority each Tax Return and other documentation with respect to any such

Transfer Taxes (provided that Parent shall give the Seller Representative a reasonable opportunity to review and comment on each such Tax Return prior to the filing thereof) and shall timely pay to the relevant Governmental Authority all Transfer Taxes due and payable thereon (and the Seller Representative (on behalf of the Stockholders) shall reimburse Parent for the amount of such Transfer Taxes).

(ii) Parent shall pay fifty percent (50%) of and the Stockholders (in accordance with their respective Pro Rata Portion) shall pay fifty percent (50%) of all Transfer Taxes (other than those arising in connection with the Reorg Plan). Parent and the Seller Representative (on behalf of the Stockholders) shall cooperate in the execution and delivery of all instruments and certificates reasonably necessary to minimize the amount of any such Transfer Taxes and to enable the Parties to comply with any Tax Return filing requirements for such Transfer Taxes. Any Tax Returns and other documentation that must be filed in connection with any such Transfer Taxes shall timely filed with the relevant Governmental Authority by the Party primarily and customarily responsible under applicable Law for filing such Tax Returns (provided that such Party shall give the Seller Representative and/or Parent, as applicable, a reasonable opportunity to review and comment on each such Tax Return prior to the filing thereof) and shall timely pay to the relevant Governmental Authority all Transfer Taxes due and payable thereon (subject to reimbursement from the other Party in accordance with this Section 7.2(a)(ii)), and, if required by applicable Law, each other Party will, and will cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

(b) Tax Returns.

(i) The Seller Representative shall prepare, or cause to be prepared, all Tax Returns for the Acquired Companies for all Pre-Closing Tax Periods with an initial due date (including any applicable extensions) after the Closing Date (each, a "***Company Tax Return***"). All Company Tax Returns shall be prepared consistent with the past practice of the applicable Acquired Company, except as otherwise required by applicable Law, and such Company Tax Returns shall not make or amend or change any method of accounting except to the extent required by applicable Law or in connection with the Reorg Plan without Parent's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. At least forty-five (45) days prior to the date on which any Company Tax Return is required to be filed (taking into account any valid extensions), the Seller Representative shall submit such Company Tax Return to Parent for Parent's review and comment. Parent shall provide written notice to the Seller Representative of its disagreement with any items in such Company Tax Return within twenty (20) days of its receipt of such Company Tax Return, and if Parent fails to provide such notice, such Company Tax Return shall become final and binding upon the Parties, and Parent shall timely and properly file (or cause to be timely and properly filed) such Company Tax Returns as prepared by the Seller Representative. Notwithstanding anything herein to the contrary, nothing (including Parent's receipt or review of, or commenting or not commenting on, a Company Tax Return) acts to waive the Parent Indemnified Parties' right to indemnification for Pre-Closing Taxes under Section 10.2(a) or Taxes related to transactions in connections with the Reorg Plan. If Parent and the Seller Representative are unable to resolve any dispute regarding any Company Tax Return within fifteen (15) days

after Parent delivers such notice of disagreement, then the dispute will be finally and conclusively resolved by the Independent Accountant in accordance with the dispute resolution procedure set forth in Section 3.6(b)(iii); provided, however, that, if any such dispute is not resolved by the due date of such Company Tax Return, such dispute shall not in any way disrupt or delay the timely filing of such Company Tax Return as prepared by the Seller Representative (but, reflecting the agreed comments of Parent, except, for avoidance of doubt, excluding any specific comments on which the Parties were unable to reach agreement) and Parent shall cause the applicable Acquired Company (or applicable Affiliate) to file any amended Tax Return as needed to conform to the Independent Accountant's final determination. The Participating Securityholders shall, severally (and not jointly and severally) in accordance with their respective Pro Rata Portion, indemnify the Parent Indemnified Parties (by release of General Indemnity Shares) for the amount of any Taxes reflected as due on any Company Tax Return when such Company Tax Return is filed to the extent such Taxes are Pre-Closing Taxes for which the Participating Securityholders would be required to indemnify the Parent Indemnified Parties pursuant to Article X (and subject to, for the avoidance of doubt, any limitations on such indemnity obligations set forth in Article X, including Section 10.2(b)). Parent will (and will cause the Acquired Companies to) reasonably cooperate with the Seller Representative to enable the Seller Representative to work with the Acquired Companies' existing tax return preparation firm(s) (the "***Tax Firm***"). Such cooperation shall include providing reasonable access to books and records and accounting staff, and delegating authority to the Seller Representative under the Tax Firm's engagement agreement sufficient to enable the Seller Representative to perform its obligations under this Section 7.2(b).

(ii) Parent shall prepare or cause to be prepared, and file or cause to be filed, all Tax Returns (other than the Company Tax Returns) of the Acquired Companies. In the case of a Tax Return for a Straddle Period ("***Straddle Period Tax Returns***"), Parent shall prepare or cause to be prepared all such Tax Returns consistent with the past practice of the applicable Acquired Company, except as otherwise required by applicable Law and such Straddle Period Tax Returns shall not make or amend or change any method of accounting except to the extent required by applicable Law or in connection with the Reorg Plan without the Seller Representative's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. At least forty-five (45) days prior to the date on which any Straddle Period Tax Return is required to be filed (taking into account any valid extensions), Parent shall submit such Straddle Period Tax Return and a schedule reflecting an allocation of Taxes between pre-Closing and post-Closing portions of the Straddle Period (as determined in accordance with Section 7.2(c)) to the Seller Representative for the Seller Representative's review and comment. The Seller Representative shall provide written notice to Parent of its disagreement with any items in such Straddle Period Tax Return or related Straddle Period allocation within twenty (20) days of its receipt of such Straddle Period Tax Return or related Straddle Period allocation, and if the Seller Representative fails to provide such notice, such Straddle Period Tax Return, and the related Straddle Period allocation, shall become final and binding upon the Parties, and Parent shall timely and properly file (or cause to be timely and properly filed) such Straddle Period Tax Return as prepared by Parent. Notwithstanding anything herein to the contrary, nothing (including Parent's preparation and filing of a Straddle Period Tax Return), set forth herein shall be deemed to waive the Parent Indemnified Parties' right to

indemnification for Pre-Closing Taxes under Section 10.2(a). If Parent and the Seller Representative are unable to resolve any dispute regarding any Straddle Period Tax Return or related Straddle Period allocation within fifteen (15) days after the Seller Representative delivers such notice of disagreement, then the dispute will be finally and conclusively resolved by the by the Independent Accountant in accordance with the dispute resolution procedure set forth in Section 3.6(b)(iii); provided, however, that if any such dispute is not resolved by the due date of such Straddle Period Tax Return, such dispute shall not in any way disrupt or delay the timely filing of such Straddle Period Tax Return as prepared by Parent (but, reflecting the agreed comments of the Seller Representative, except, for avoidance of doubt, excluding any specific comments on which the Parties were unable to reach agreement) and Parent shall cause the applicable Acquired Company (or applicable Affiliate) to file any amended Tax Return as needed to conform to the Independent Accountant's final determination. The Participating Securityholders shall, severally (and not jointly and severally) in accordance with their respective Pro Rata Portion, indemnify the Parent Indemnified Parties (by release of General Indemnity Shares) for the amount of any Taxes reflected as due on any Straddle Period Tax Return when such Straddle Period Tax Return is filed to the extent such Taxes are Pre-Closing Taxes for which the Participating Securityholders would be required to indemnify the Parent Indemnified Parties pursuant to Article X (and subject to, for the avoidance of doubt, any applicable limitations on such indemnity obligations set forth in Article X, including Section 10.2(b)).

(c) Allocation of Taxes relating to Straddle Periods. In the case of any Straddle Period, the amount of any real property or personal property Taxes, and any annual exemptions, allowances or deductions (such as the deduction for amortization or depreciation) shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based on the relative number of days in each such period (notwithstanding that such exemptions, allowances or deductions may under applicable Law be determined solely at the end of the taxable period), and any other Tax shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based on an interim closing of the books as of the end of the Closing Date (and in the case of any Taxes attributable to the ownership of any equity interest in any partnership or other "flow through" entity, as if the taxable period of such partnership or other "flow through" entity ended as of the end of the Closing Date). Notwithstanding anything to the contrary contained in this Agreement, (i) all transactions that occur on the Closing Date but after the Closing and that are not in the Ordinary Course of Business shall be considered to be attributable to the period that commences on the day following the Closing Date and (ii) all deductions with respect to the Company Closing Bonuses, Company Transaction Expenses, Company Reorg Expenses and other deductible expenses incurred by any of the Acquired Companies that are related to the Contemplated Transactions shall be considered to be attributable to the period ending on the Closing Date.

(d) Certain Limitations. Parent and any Affiliate thereof (including the Surviving Corporation and, after the Closing for avoidance of doubt, the Acquired Companies) will not (and will not permit their respective Affiliates to) (i) except for Tax Returns prepared and filed in accordance with Section 7.2(b), file, e-file, amend, modify or otherwise refile, or cause to be amended, modified or otherwise refiled, any Tax Returns of the Acquired Companies (or otherwise initiate any voluntary disclosure with any Governmental Authority) with respect to any Pre-Closing Tax Period or Straddle Period, (ii) extend or waive, or cause to be extended or waived, any statute of limitations or other period for the assessment of any Tax or deficiency, (iii) take any

action after the Closing that could reasonably be expected to result in any increase in Tax liability (or a reduction in a Tax refund or credit) that is outside the Ordinary Course of Business, (iv) make, revoke or change any Tax election including, for the avoidance of doubt, any election under Section 336(e) or 338(g) or (h) of the Code (or comparable provision of state, local or non-U.S. Tax Law) or change any method of accounting that has retroactive effect to any Tax Return of any Acquired Company for a Pre-Closing Tax Period or Straddle Period, or (v) surrender any right to claim a refund of Taxes, in each case, if such action would have the effect of increasing Taxes which are borne by the Participating Securityholders under this Agreement, without the Seller Representative's prior written consent (not to be unreasonably withheld).

(e) Tax Controversies.

(i) Parent shall deliver a written notice to the Seller Representative promptly following any demand, claim or notice of commencement of a claim, proposed adjustment, assessment, audit, examination or other administrative or court proceeding with respect to Taxes of any of the Acquired Companies for which the Participating Securityholders may have an indemnification obligation pursuant to this Agreement (a "***Tax Claim***") and shall describe in reasonable detail the facts constituting the basis for such Tax Claim, the nature of the relief sought, and the amount of the claimed Losses (including Taxes), if any (such notice, the "***Tax Claim Notice***"); provided, however, that the failure or delay to so notify the Seller Representative shall not relieve the Participating Securityholders of any claim of indemnification pursuant to this Agreement, except to the extent that the Participating Securityholders are adversely prejudiced thereby.

(ii) With respect to Tax Claims that relate solely to a Pre-Closing Tax Period, the Seller Representative may elect to assume and control the defense of such Tax Claim (at the sole cost and expense of the Participating Securityholders) by written notice to Parent within thirty (30) days after delivery by Parent to the Seller Representative of the Tax Claim Notice. If the Seller Representative elects to assume the defense of any Tax Claim, (A) the Seller Representative shall be entitled to engage its own counsel, (B) the Seller Representative shall keep Parent reasonably informed of all material developments and events relating to such Tax Claim, including by providing Parent with copies of all material correspondence and other material communications with respect to the Tax Claim, (C) the Seller Representative shall defend against such proposed adjustment diligently and in good faith, (D) Parent shall have the right to participate in (but not control) the defense of such Tax Claim (including participating in any discussions with the applicable Governmental Authority regarding such Tax Claims) at Parent's sole cost and expense and (E) the Seller Representative shall not settle or compromise such Tax Claim without Parent's consent, which consent will not be unreasonably withheld, conditioned or delayed. Parent shall (and shall cause its Affiliates, including the Acquired Companies to) reasonably cooperate with the Seller Representative in pursuing such Tax Claim (including by providing appropriate powers of attorney and executing any and all agreements, instruments and other documents that are necessary or appropriate in connection with the settlement or compromise of any such Tax Claim).

(iii) If the Seller Representative does not assume the defense of a Tax Claim pursuant to Section 7.2(e)(ii) or the Seller Representative fails to defend against such

Tax Claim diligently and in good faith after notice from Parent, which is not cured within thirty (30) days, Parent may, upon notice to Seller Representative, elect to control such Tax Claim at the sole cost and expense of the Participating Securityholders; provided that (A) Parent shall keep the Seller Representative reasonably informed of all material developments and events relating to such Tax Claim, including by providing the Seller Representative with copies of all material correspondence and other material communications with respect to the Tax Claim and (B) none of Parent or its Affiliates (including the Acquired Companies) shall enter into any settlement or compromise with respect to any such Tax Claim without the Seller Representative's consent, which consent will not be unreasonably withheld, conditioned or delayed. The Seller Representative shall reasonably cooperate with Parent in pursuing such Tax Claim (including by providing appropriate powers of attorney and executing any and all agreements, instruments and other documents that are necessary or appropriate in connection with the settlement or compromise of any such Tax Claim).

(iv) In connection with any Tax Claim relating to a Straddle Period, such Tax Claim shall be controlled by Parent (at its sole cost and expense); provided that (A) Parent shall keep the Seller Representative reasonably informed of all material developments and events relating to such Tax Claim, including by providing the Seller Representative with copies of all material correspondence and other material communications with respect to the Tax Claim, (B) the Seller Representative shall have the right to participate in (but not control) the defense of such Tax Claim (including participating in any discussions with the applicable Governmental Authority regarding such Tax Claims) at the Participating Stockholder's sole cost and expense, (C) Parent shall defend against such proposed adjustment diligently and in good faith, and (D) Parent shall not settle or compromise such Tax Claim without the prior written consent of the Seller Representative, such consent not to be unreasonably withheld, conditioned or delayed. Parent shall not be required to appeal an adverse decision of an administrative agency or court of competent jurisdiction with respect to such Tax Claim. If Parent fails to defend against such Tax Claim diligently and in good faith which is not cured within thirty (30) days after written notice from the Seller Representative, the Seller Representative may, upon written notice to Parent, elect to control such Tax Claim; provided that (A) the Seller Representative shall keep Parent reasonably informed of all material developments and events relating to such Tax Claim, including by providing Parent with copies of all material correspondence and other material communications with respect to the Tax Claim, and (B) the Seller Representative shall have the right to settle such Tax Claim at any time in its sole discretion. The costs and expenses of defending against any Tax Claim relating to a Straddle Period shall be borne by the Participating Securityholders (in proportion to their respective Pro Rata Portions), on the one hand, and Parent, on the other hand, in the same proportion that the Tax for the portion of the Straddle Period through and including the Closing Date bears to the Tax for the portion of the Straddle Period beginning after the Closing Date (as determined in accordance with Section 7.2(c))

(v) The procedures for all Tax Claims shall be governed by this Section 7.2(e) and the provisions of Section 10.4 shall apply to the extent not inconsistent with this Section 7.2(e).

(f) Cooperation. The Parent Entities and the Seller Representative, on behalf of the Participating Securityholders, shall cooperate, as and to the extent reasonably requested by the other Party, in connection with (i) the filing of any Tax Returns of or with respect to the Acquired Companies or their operations and (ii) any audit, examination, voluntary disclosure or other administrative or judicial proceeding, contest, assessment, notice of deficiency or other adjustment or proposed adjustment with respect to Taxes of the Acquired Companies or their operations. Such cooperation shall include retaining and providing records, execution of powers of attorney and information that are reasonably relevant to the foregoing matters, and making employees available on a mutually convenient basis to provide additional information and explanation of any materials provided hereunder.

(g) Refunds and Credits. Any refunds or credits of Taxes, plus any interest attributable thereto, that are received by Parent (or its Affiliates, including the Acquired Companies) and any amounts credited against Taxes, plus any interest attributable thereto, to which Parent (or its Affiliates including the Acquired Companies) become entitled, that relate to Pre-Closing Tax Periods, Straddle Periods of any of the Acquired Companies (such refund and credit for a Straddle Period to be allocated in accordance with the principles of Section 7.2(c)) or the Reorg Plan (including any refund of Transfer Taxes arising in connection with the Reorg Plan), shall be for the account of the Participating Securityholders, and Parent shall pay (or cause to be paid) the amount of such refund or credit (in immediately available funds) to the Seller Representative (for payment to the Participating Securityholders of their respective Pro Rata Portion of any such refund or the amount of such credit), within fifteen (15) days after receipt or entitlement thereto (or utilization thereof); provided that that payments under this Section 7.2(g)) shall be net of (A) any reasonable out-of-pocket costs associated in obtaining such refund of Taxes, (B) any Taxes required under applicable Law to be withheld on such payment (and Parent shall remit such withheld amount to the applicable Governmental Authority) and (C) any Taxes actually imposed on the Parent or the Acquired Companies as a result of receiving such refunds. Upon the Seller Representative's reasonable request, Parent shall, and shall cause its Affiliates, including the Acquired Companies, to reasonably cooperate with the Seller Representative in obtaining refunds and credits of the Acquired Companies relating to Pre-Closing Tax Periods, Straddle Periods or the Reorg Plan (including through amendment of Tax Returns); provided, however, that neither Parent nor any of the Acquired Companies shall be required to file or cause to be filed any amended Tax Return unless the positions taken on such amended Tax Return are more likely than not to be upheld under applicable Law, as determined by Parent in good faith and in consultation with the Seller Representative. For purposes of this Section 7.2, Parent (or its Affiliates, including the Acquired Companies) shall be deemed to have received a refund or credit of Taxes to the extent that Parent (or its Affiliates, including the Acquired Companies) elects to apply such refund or credit, which it would otherwise would have been entitled to receive, to offset or reduce Taxes relating to any period (or portion of any Straddle Period, determined in accordance with the principles of Section 7.2(c)) beginning after the Closing Date.

(h) Treatment of Certain Payments. To the extent permitted by applicable Law, for income tax purposes, the Parties agree that all deductions with respect to the Company Closing Bonuses, Company Transaction Expenses, Company Reorg Expenses and other deductible expenses incurred by any of the Acquired Companies that are related to the Contemplated Transactions shall be treated as deductions of the applicable Acquired Company allocable to the period ending on the Closing Date. The Parties agree to prepare and file all Tax Returns in a

manner consistent with such treatment and take no position in any Tax Return, proceeding, audit or otherwise that is inconsistent with such treatment.

Section 7.3 Indemnification of Directors and Officers.

(a) For a period of at least six (6) years from and after the Effective Time, the Parent Entities shall, and shall cause the Surviving Corporation and the other Acquired Companies to, to the fullest extent permitted under applicable Law and the Organizational Documents of the Company and the other Acquired Companies, indemnify, defend and hold harmless each present and former director or officer of any Acquired Company (each, together with such person's heirs, executors or administrators, a "***D&O Indemnified Person***") against any costs or expenses (including reasonable attorneys' fees and expenses) incurred by each D&O Indemnified Person, judgments, inquiries, fines, losses, claims, damages, liabilities and amounts paid in settlement (collectively, "***Costs***") in connection with any actual or threatened Action arising out of, relating to or in connection with (i) any action or omission by such D&O Indemnified Person in his or her capacity as a director or officer occurring or alleged to have occurred whether before or after the Effective Time (including acts or omissions in connection with such Person's service as an officer, director or other fiduciary with respect to any entity if such service was at the request or for the benefit of any Acquired Company and any Action in connection with this Agreement and the Contemplated Transactions) or (ii) the fact that such D&O Indemnified Person is or was an officer, director, employee, fiduciary or agent of any Acquired Company, in each case, whether asserted or claimed prior to, at or after the Effective Time.

(b) In the event of any such Action, the Parent Entities shall reasonably cooperate with the D&O Indemnified Person in the defense of any such Action.

(c) To the fullest extent permitted by applicable Law, all rights to exculpation, indemnification and advancement of expenses now existing in favor of the D&O Indemnified Persons with respect to their activities as such prior to, on or after the date of the Closing, as provided in each of the respective Organizational Documents and indemnification agreements of the Company and its Subsidiaries in effect on the date of such activities or otherwise in effect on the date hereof shall, for a period of six (6) years following the Closing, survive the Merger (and the Effective Time), be honored by the Surviving Corporation and its Subsidiaries and shall continue in full force and effect. Without limiting the foregoing, for a period of at least six (6) years following the Closing, Parent shall maintain in effect provisions in the Surviving Corporation's Organizational Documents related to exculpation and indemnification of, and advancement of expenses to, the D&O Indemnified Persons that are not less favorable than those which are currently provided in the Company's Organizational Documents, which provisions shall not be amended, repealed or otherwise modified during such six (6) year period in any manner that would adversely affect the rights thereunder of any such D&O Indemnified Person until the expiration of the statutes of limitations applicable to such matters or unless such amendment, modification or repeal is required by applicable Law. From and after the Effective Time, Parent shall cause the Surviving Corporation and its Subsidiaries to honor, in accordance with their respective terms, each of the covenants contained in this Section 7.3.

(d) Prior to the Closing Date, the Company shall, through its insurance carrier, arrange for, obtain and fully pay for, at no expense to the beneficiaries, "tail" or "runoff" insurance

policies to be effective as of the Effective Time, with coverage that is not materially less than the coverage currently provided under the Company's plan and with a claims period of at least six (6) years from and after the Effective Time with respect to directors' and officers' liability insurance policies and fiduciary liability insurance policies (collectively, the "***D&O Insurance Policy***") with respect to matters existing or occurring at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated hereby).

(e) Parent and the Surviving Corporation shall maintain the D&O Insurance Policy in full force and effect and shall honor all obligations thereunder. Parent shall cause its directors' and officers' liability and/or fiduciary liability insurance policies to provide coverage for the directors and officers of the Acquired Companies as of the Closing.

(f) In the event that, after the date of Closing, the Surviving Corporation or Parent (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or a substantial portion of its properties and assets to any Person, then, and in either such case, proper provisions shall be made so that the successors and assigns thereof shall assume the obligations set forth in this Section 7.3.

(g) Parent and the Surviving Corporation shall pay, or shall cause to be paid, all reasonable expenses, including reasonable attorneys' fees, that may be actually incurred by any D&O Indemnified Person in enforcing the obligations of this Section 7.3; provided that such D&O Indemnified Person is the prevailing party in any such Action.

(h) The provisions of this Section 7.3 are intended to be for the benefit of, and shall be enforceable by, each D&O Indemnified Person and his or her heirs, executors or administrators and cannot be amended in a manner materially adverse to a D&O Indemnified Person without such Person's consent. The Parties agree that each D&O Indemnified Person (including his or her heirs, executors or administrators) is intended to be, and shall be, a third party beneficiary of this Agreement for the purpose of this Section 7.3.

Section 7.4 Publicity. Promptly following the execution of this Agreement, Parent and the Company shall issue a joint press release in a form mutually agreed upon by Parent and the Company. In addition, Parent shall file a Material Change Report under Canadian Securities Laws describing this Agreement and the Contemplated Transactions (and, in connection with such Material Change Report, file this Agreement as a material document under Canadian Securities Laws, provided that Parent agrees to consult with the Company regarding the redaction of competitively sensitive information or other permitted redactions under Canadian Securities Laws), within the time required by applicable Canadian Securities Laws (and Parent shall use its reasonable best efforts to file such Material Change Report within three (3) Business Days after the date of this Agreement); provided, however, that Parent shall use commercially reasonable efforts to provide the Company with an opportunity to review and comment upon such Material Change Report and give reasonable consideration to the Company's comments thereon. Thereafter, unless and until a Change of Company Board Recommendation has occurred and except as otherwise required by Law (including the rules or regulations of the CSE or any applicable Governmental Authority to which the relevant Party is subject or submits, wherever situated), each of Parent and the Company agrees that no public release or announcement

concerning the Contemplated Transactions shall be issued, and no filing on SEDAR or other public filing with any securities regulator, the CSE or any other securities exchange relating to any of the transactions contemplated hereby shall be made, by (a) either of the Parent Entities or any of their respective Subsidiaries without first using commercially reasonable efforts to provide the Company with an opportunity to review and comment upon such release, announcement or filing and giving reasonable consideration to the Company's comments thereon, or (b) the Company or any other Acquired Company without first using commercially reasonable efforts to provide Parent with an opportunity to review and comment upon such release, announcement or filing and giving reasonable consideration to Parent's comments thereon. If either the Company or a Parent Entity does not timely (and in any event within three (3) days of the request therefor) respond to any request for review and comment on any such release or announcement, then the other Party shall be free to issue such release or announcement. If the Company decides to make any written communication to its employees, equity holders or debt holders with respect to the Contemplated Transactions, the Company shall, prior to making such disclosure, provide a meaningful opportunity to Parent to review and comment upon such communication and shall give reasonable consideration to Parent's comments thereon. Notwithstanding the foregoing, each of Parent and the Company and their respective Subsidiaries may make any disclosures and announcements (i) which are consistent with prior public releases or announcements made in accordance with this Section 7.4 or (ii) in connection with (A) any legal proceeding in which the Parties are adverse to each other or (B) the enforcement of any rights or remedies relating to the Transaction Documents or the Contemplated Transactions. Nothing in this Section 7.4 shall limit any rights, obligations or remedies of any Party under Section 6.8.

Section 7.5 Seller Representative.

(a) By voting in favor of the adoption of this Agreement, the approval of the principal terms of the Merger, and the consummation of the Merger or participating in the Merger and receiving the benefits thereof, including the right to receive the consideration payable in connection with the Merger and the execution of a Letter of Transmittal, each Participating Securityholder shall be deemed to have approved the designation of, and hereby designates, GR Shareholder Representative, LLC, a Delaware limited liability company as the Seller Representative (which term shall include any successor appointed in accordance with Section 7.5(c)) for all purposes in connection with this Agreement and the agreements ancillary hereto and to perform all such acts as the Seller Representative is authorized to take under this Agreement or any Ancillary Agreement to safeguard, preserve and enforce the interests and rights of the Participating Securityholders, which will include the power and authority to: (i) execute and deliver all documents that the Seller Representative is authorized to execute and deliver under the Transaction Documents; (ii) receive and, if applicable, forward notices and communications to the Participating Securityholders pursuant to this Agreement and the other Transaction Documents; (iii) give or agree to, on behalf of all or any of the Participating Securityholders, any and all consents, waivers, amendments or modifications deemed by the Seller Representative, in its sole and absolute discretion, to be necessary or appropriate under this Agreement to safeguard, preserve and enforce the interests and rights of the Participating Securityholders under this Agreement or any Ancillary Agreement and execute and deliver any documents that may be necessary or appropriate in connection therewith; (iv) following the Closing, subject to Section 11.3, amend, modify or supplement this Agreement or any documents to be delivered to Parent pursuant to this Agreement to safeguard, preserve and enforce the interests and rights of the

Participating Securityholders under this Agreement or any Ancillary Agreement; (v) following the Closing, with respect to Section 3.6, (A) dispute or refrain from disputing, on behalf of each Participating Securityholder relative to any amounts to be received by such Participating Securityholder thereunder, (B) negotiate and compromise, on behalf of each such Participating Securityholder, any dispute that may arise thereunder, and exercise or refrain from exercising any remedies available thereunder, (C) execute, on behalf of each such Participating Securityholder, any settlement agreement, release or other document with respect to such dispute or remedy; (vi) engage attorneys, accountants, agents or consultants on behalf of the Participating Securityholders in connection with this Agreement or any Ancillary Agreement and paying any fees related thereto; (vii) make all other elections or decisions that the Seller Representative is authorized to make under any Transaction Document; and (viii) perform each such act and thing whatsoever that the Seller Representative may be or is required to do, or which the Seller Representative in its sole good faith discretion determines is desirable to do, pursuant to or to carry out the intent of the Transaction Documents.

(b) The grant of authority provided for in this Section 7.5 (i) is coupled with an interest and is being granted, in part, as an inducement to the Company and Parent to enter into this Agreement and will be irrevocable and survive the death, incompetency, bankruptcy, liquidation, merger or change of control of any Participating Securityholder and will be binding on any successor thereto, and (ii) subject to this Section 7.5, may be exercised by the Seller Representative acting by signing as the Seller Representative of any Participating Securityholder.

(c) If either (i) two-thirds ($2/3^{rd}$) in interest of the Participating Securityholders vote to remove the Seller Representative or (ii) the Seller Representative notifies Parent, the Surviving Corporation and the Participating Securityholders that it is unavailable to perform it duties hereunder, then, within three (3) Business Days after receipt of such notice, a majority in interest of Participating Securityholders shall appoint a successor Seller Representative; provided that the Participating Securityholders shall give Parent prompt written notice of such appointment and such appointment shall not be effective until the third (3rd) Business Day after Parent receives such notice. Any references in this Agreement to the Seller Representative shall be deemed to include any duly appointed successor Seller Representative.

(d) All acts of the Seller Representative hereunder in its capacity as such shall be deemed to be acts on behalf of the Participating Securityholders and not of the Seller Representative individually. The Seller Representative shall not have any liability for any amount owed to any Person pursuant to this Agreement or any Transaction Document. The Seller Representative will incur no liability of any kind with respect to any action or omission by the Seller Representative in connection with the Seller Representative's services pursuant to this Agreement and any agreements ancillary hereto, except in the event of liability directly resulting from the Seller Representative's fraud or willful misconduct. The Seller Representative shall not be liable for any action or omission pursuant to the advice of counsel. The Seller Representative shall not by reason of this Agreement have a fiduciary relationship in respect of any Securityholder.

(e) The Seller Representative is hereby authorized to establish an account for the purposes of holding the Expense Fund (the "***Expense Account***"), which shall be funded by the Company at or prior to the Closing. The Seller Representative may use the Expense Fund to pay or be reimbursed for any fees, costs, expenses or other obligations incurred by the Seller

Representative acting in its capacity as such. The Participating Securityholders will not receive any interest or earnings on the Expense Account and irrevocably transfer and assign to the Seller Representative any ownership right that they may otherwise have had in any such interest or earnings. The Seller Representative will not be liable for any loss of principal of the Expense Fund other than as a result of its fraud or willful misconduct. The Seller Representative will hold these funds separate from its corporate funds, will not use these funds for its operating expenses or any other corporate purposes and will not voluntarily make these funds available to its creditors in the event of bankruptcy. For Tax purposes, the Expense Fund shall be treated as having been received and voluntarily set aside by the Participating Securityholders at the time of Closing. The Parties agree that the Seller Representative is not acting as a withholding agent or in any similar capacity in connection with the Expense Fund. Without limiting the foregoing, each Participating Securityholder shall, to the extent of its Pro Rata Portion, indemnify and defend the Seller Representative and hold the Seller Representative harmless from and against any and all costs, expenses (including the fees and expenses of its counsel, experts and their respective staffs), Losses (collectively, "***Seller Representative Costs***") incurred by the Seller Representative arising out of or in connection with the Seller Representative's execution and performance of this Agreement and any Ancillary Agreement, in each case as such Seller Representative Cost is suffered or incurred; provided that, in the event that any such Seller Representative Cost is finally adjudicated to have been directly caused by the fraud or willful misconduct of the Seller Representative, the Seller Representative will reimburse the Participating Securityholders the amount of such indemnified Seller Representative Cost to the extent attributable to such fraud or willful misconduct. Any expenses incurred by the Seller Representative in connection with the performance of its duties under this Agreement shall not be the personal obligation of the Seller Representative but shall be payable by and attributable to the Participating Securityholders based on their respective Pro Rata Portions. Notwithstanding anything to the contrary in this Agreement, the Seller Representative shall be entitled and is hereby granted the right to set off and deduct any unpaid or non-reimbursed expenses and unsatisfied liabilities incurred by the Seller Representative in connection with the performance of its duties hereunder and under any Ancillary Agreement from the Expense Fund, provided that, while this Section 7.5(e) allows the Seller Representative to be paid from the aforementioned sources of funds, this Section 7.5(e) does not relieve the Participating Securityholders from their obligation to promptly pay Seller Representative Costs as they are suffered or incurred, nor does it prevent the Seller Representative from seeking any remedies available to it under applicable Law. The Seller Representative may also from time to time submit invoices to the Participating Securityholders covering such Seller Representative Costs, which shall be paid by the Participating Securityholders promptly following the receipt thereof based on their respective Pro Rata Portions. Upon the request of any Participating Securityholder, subject to applicable confidentiality obligations, the Seller Representative shall provide such Participating Securityholder with an accounting of all expenses and liabilities paid by the Seller Representative in its capacity as such. The Expense Fund shall be retained in whole or in part by the Seller Representative for such time as the Seller Representative shall determine in its sole discretion. If the Seller Representative shall determine in its sole discretion to return all or any portion of the Expense Fund to the Participating Securityholders, such amount shall be distributed to the Participating Securityholders in accordance with their respective Pro Rata Portions as set forth on the final Equityholder Schedule (Updated). In no event will the Seller Representative be required to advance its own funds on behalf of the Participating Securityholders or otherwise. Notwithstanding anything in this Agreement to the contrary, any restrictions or

limitations on liability or indemnification obligations of, or provisions limiting the recourse against non-parties otherwise applicable to, the Participating Securityholders set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to the Seller Representative under this Section 7.5. The foregoing indemnities will survive the Closing, the resignation or removal of the Seller Representative or the termination of this Agreement.

Section 7.6 Section 280G Matters. Prior to the Closing, the Company shall submit to the Stockholders (and such other persons as may be required under Section 280G of the Code and the Treasury Regulations thereunder), for approval by a vote of Stockholders (and such other persons as may be required under Section 280G of the Code and the Treasury Regulations thereunder) as is required pursuant to Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder (the "***280G Stockholder Vote***"), any such payments or other benefits that, separately or in the aggregate, would otherwise be "parachute payments" within the meaning of Section 280G of the Code and the Treasury Regulations thereunder and which are waived pursuant to the below by the recipient of such payment (the "***280G Payments***"), such that, unless the 280G Stockholder Vote is received approving the 280G Payments, such 280G Payments shall not be made. Prior to such 280G Stockholder Vote, the Company shall request, from each person whom the Company reasonably believes to be with respect to the Company or any of its Affiliates a "disqualified individual" (as defined in Section 280G of the Code and the Treasury Regulations thereunder) and who would otherwise receive or have the right or entitlement to receive a 280G Payment, a written waiver (in form and substance reasonably satisfactory to Parent) pursuant to which such person agrees to waive any and all right or entitlement to such 280G Payment, to the extent such payment would cause any payment not to be deductible pursuant to Section 280G of the Code. Such waivers shall cease to have any force or effect with respect to any item covered thereby to the extent the 280G Stockholder Vote for such item is obtained. The Company shall provide to Parent any materials to be distributed to Stockholders pursuant to this Section 7.6 within a reasonable period of time prior to distribution to Stockholders, and such materials shall be subject to the prior review and approval of Parent (such approval not to be unreasonably withheld, conditioned or delayed). Prior to the Closing Date, the Company shall deliver to Parent written certification that either (a) the 280G Stockholder Vote was solicited and the Stockholder approval was obtained with respect to any 280G Payments that were subject to the 280G Stockholder Vote, or (b) the Stockholder approval of any 280G Payments was not obtained, and, as a consequence, such 280G Payments shall not be made or provided to any affected individual.

Section 7.7 Acknowledgments.

(a) The Company (prior to the Closing) and the Seller Representative (on behalf of the Participating Securityholders) acknowledges and agrees that Loeb & Loeb LLP has acted as counsel to Parent in various matters involving a range of issues and as counsel to Parent and Merger Sub in connection with the negotiation of this Agreement and the consummation of the Contemplated Transactions. In connection with any matter or dispute under this Agreement, each of the Company (prior to the Closing) and the Seller Representative (on behalf of the Participating Securityholders) hereby irrevocably waives and agrees not to assert any conflict of interest arising from or in connection with Loeb & Loeb LLP's prior representation of Parent and Merger Sub and their respective Affiliates prior to and after the Closing.

(b) Each of the Parent Entities, the Company (after the Closing) and the Seller Representative (on behalf of the Participating Securityholders) acknowledges and agrees that Katten Muchin Rosenman LLP, Much Shelist, P.C. and Fox Rothschild (collectively, "***Company Counsel***") have acted as counsel to the Acquired Companies in various matters involving a range of issues in connection with the negotiation of this Agreement, the other Transaction Documents and the consummation of the Contemplated Transactions. In connection with any matter or dispute under this Agreement, each of the Parent Entities, the Company (prior to the Closing), the Surviving Corporation (after the Effective Time) and the Seller Representative (on behalf of the Participating Securityholders) hereby irrevocably waives and agrees not to assert any conflict of interest arising from or in connection with Company Counsel's prior representation of the Acquired Companies and their respective Affiliates or any of the Participating Securityholders prior to and after the Closing.

(c) Each of the Parent Entities agrees that all communications (together with any other legally protected or privileged communications or materials) existing prior to the Closing (i) between or among Company Counsel or (ii) between or among Company Counsel, on the one hand, and any of the Acquired Companies, the Seller Representative or the Participating Securityholders or any of their Representatives, on the other hand, in each case, to the extent related to this Agreement, any Ancillary Agreement, the Merger or the other Contemplated Transactions (collectively, "***Privileged Materials***") are the property of Participating Securityholders (as a group) and that no Parent Entity or member of the Parent Group shall be entitled to obtain copies of, or access to, any such Privileged Materials. The Parties covenant and agree that (A) control over the Privileged Materials are hereby assigned to the Seller Representative at and as of the Closing and (B) they shall take all steps necessary to ensure that the Privileged Materials are preserved and vested in the Participating Securityholders. Each Parent Entity agrees that, at and after the Closing (and continuing indefinitely thereafter), any privilege or other right (individually and collectively "***Privilege***") related to any of the Privileged Materials shall be solely held and controlled by the Participating Securityholders. Each Parent Entity agrees that it will not, and will not cause or permit any member of the Parent Group to, directly or indirectly, (1) seek to obtain any such Privileged Materials, including by way of review of any electronic communications or documents or by seeking to have any of the Acquired Companies (including the Surviving Corporation) waive or not enforce any Privilege, or by otherwise asserting that any member of the Parent Group has the right to waive or avoid enforcement of any Privilege or (2) use or rely on any of the Privileged Materials. In the event any Privileged Material (in any form, including electronic) is, at any time, found to be in the possession of any member of the Parent Group after the Closing, each Parent Entity agrees that (y) it will use its reasonable best efforts to assure that the Privileged Material, and its contents, will not be viewed, disclosed, copied or in any way memorialized or recorded, and (z) it will, reasonably promptly after its determination thereof, so notify the Seller Representative and, upon request, return the Privileged Material to the Seller Representative or certify that it has been permanently and irretrievably destroyed or deleted. In the event that any member of the Parent Group is required by Governmental Order to access or obtain a copy of such Privileged Materials, the Parent Entities shall, and shall cause the applicable member of the Parent Group to, promptly (and, in any event, within two (2) Business Days) notify the Seller Representative in writing so that the Seller Representative can seek a protective order, and each member of the Parent Group agrees to use all commercially reasonable efforts to assist therewith.

Section 7.8 Retention of Books and Records. Effective as of the Closing, Parent shall cause the Surviving Corporation and the Acquired Companies to retain all books, records (including Tax records) and Contracts pertaining to the Acquired Companies in existence at the Closing that are required to be retained under retention policies existing as of the Closing for a period of seven (7) years from the Closing Date, and to make the same available for inspection and copying (at reasonable times and upon reasonable notice and subject to any restrictions contained in confidentiality agreements to which any of Surviving Corporation or the Acquired Companies is subject) after the Closing by the Seller Representative or its Representatives, at each such Person's expense (on behalf of the Participating Securityholders), for purposes of enforcing the rights of the Participating Securityholders and the Seller Representative hereunder.

Section 7.9 Consents. The Parent Entities acknowledge that certain Consents to the Contemplated Transactions as set forth in Section 4.4 of the Company Disclosure Letter may be required from parties to Contracts to which an Acquired Company is a party and have not been obtained as of the date of this Agreement. Parent agrees and acknowledges that, subject to the obligations of an Acquired Company to use its commercially reasonable efforts to obtain such Consents pursuant to Section 6.1 and none of the Acquired Companies or any of the Stockholders will have any Liability whatsoever to Parent or any of its Affiliates, including the Surviving Corporation following the Closing, and none of Parent or any of its Affiliates, including the Surviving Corporation following the Closing, will be entitled to assert any claim solely arising out of or relating to the failure to obtain any of the Consents set forth in Section 4.4 of the Company Disclosure Letter.

Section 7.10 Board Nomination Rights.

(a) For so long as (i) Boris Jordan and his Affiliates own Multiple Voting Shares that have not converted into Subordinate Shares and (b) the Core Securityholders (and their Related Parties) continue to hold at least (A) fifty percent (50%) of the Subordinate Shares issued to such Core Securityholders pursuant to this Agreement (the "***Core Securityholders' Shares***"), then the Core Securityholders shall have the right to appoint one individual to serve on the board of directors of Curaleaf and one individual to serve as an observer to the board of directors of Curaleaf, or (B) twenty-five percent (25%) of the Core Securityholders' Shares, then the Core Securityholders shall have the right to appoint one individual to serve as an observer to the board of directors of Curaleaf (the "***Observer***").

(b) In order to effectuate this right, Parent shall take all such actions as are necessary, in accordance with Parent's Organizational Documents and applicable Law, to, immediately following the Closing Date, (x) cause the size of the board of directors of Parent (the "***Parent Board***") to be expanded by at least one (1) director, (y) cause to be appointed to the Parent Board one individual (the "***Initial Director Designee***"), filling the vacancy created by the increase of the size of the Parent Board and (z) permit one individual (the "***Initial Observer***") to serve as the Observer. The Initial Director Designee shall be Mitchell Kahn; provided that, if Mr. Kahn shall fail to meet any Director Requirement (as defined below), he shall not be appointed to the Parent Board. In the event that Mr. Kahn is unable to or has declined to serve on the Parent Board (or is not appointed to the Parent Board pursuant to the proviso to the immediately preceding sentence), Parent shall cause to be appointed to the Parent Board, immediately following the Closing Date, another individual designated in writing by the Core Securityholders (as designated

in writing by the Seller Representative) to replace Mr. Kahn on the Parent Board, provided that the Parent Board may decline to appoint any individual who fails to meet any Director Requirement.

(c) Each Initial Director Designee and any other individual nominated or designated to serve as member of the Parent Board pursuant to this Section 7.10 is referred to herein as a "***Director Designee***". Parent acknowledges and agrees that, as of the date of this Agreement and based upon the information provided by the Company to Parent prior to the date hereof, it has no reason to believe Mr. Kahn would fail to meet any Director Requirement as of the date of this Agreement. At or prior to the Closing, Parent shall not adopt, implement or change any Director Requirement in a manner that would adversely affect the ability of Mr. Kahn to satisfy any Director Requirement, except to the extent required by the listing standards of the CSE or applicable Canadian Securities Law.

(d) Parent will also nominate the Director Designee (or such other individual as is designated by the Core Securityholders to replace such Initial Director Designee (as identified to Curaleaf in writing by the Seller Representative) for election at the next and, for so long as such right is in effect, any meeting of the shareholders of Curaleaf at which directors are to be elected (a "***Director Election Meeting***"). Parent shall provide the Core Securityholders with at least 75 days (or a shorter period, but not less than 30 days, in the case of any Director Election Meeting to be held in September 2019) prior written notice of any Director Election Meeting. Parent shall use its commercially reasonable efforts to cause the election of the Director Designee to the Parent Board at each Directors Election Meeting, including by soliciting proxies from the shareholders of the Parent for such election, and shall otherwise support the election of the Director Designee in a manner no less rigorous and favorable to the Director Nominee than the manner in which Parent supports its other nominees for election to the Parent Board. Parent will notify its shareholders that if such shareholder designates a representative of Parent as its proxyholder, such proxyholder will vote such shareholders' shares in favor of the Director Designee. Notwithstanding anything to the contrary expressed or implied in this Agreement, each Director Designee must qualify to act as a director of Parent pursuant to the applicable requirements under the Business Corporations Act (British Columbia), the rules of any stock exchange on which the Subordinate Shares are listed and the articles of incorporation of Parent, in each case as applicable to all non-employee directors of Parent and in effect from time to time (the "***Director Requirements***"). The Seller Representative (on behalf of the Core Securityholders) shall advise Parent of the identity of the Director Designee by no later than the later of fifty (50) days prior to any Directors Election Meeting and the tenth (10th) Business Day after being notified of the record date for such a meeting. If the Seller Representative (on behalf of the Core Securityholders) does not advise Parent of the identity of the Director Designee prior to such deadline, then the Core Securityholders will be deemed to have nominated their incumbent Director Designee. Any Director Designee who is elected or appointed to the Parent Board (each such individual, a "***Designated Director***") shall serve on the Parent Board, to hold office in accordance with Parent's Organizational Documents, until the earlier of his or her resignation or until his or her successor is duly elected and qualified, as the case may be. For the avoidance of doubt, a Designated Director shall not be required to resign, and shall not be removed from service as a director of Parent, by reason of the expiration of the Core Securityholders' right to appoint a director pursuant to this Section 7.10, but rather shall be entitled to serve the rest of his or her then current term as a direct of Parent. Each Designated Director

shall, to the extent required of other non-employee directors, sign a non-disclosure agreement in the form required to be executed by each such other non-employee director.

(e) If at any time a vacancy on the Parent Board is created as a result of the death, resignation, disqualification, or removal, or interim vacancy of a Director Designee, then Parent (acting through the Parent Board) shall take all steps required to effect the appointment to the Parent Board, as soon as reasonably practicable thereafter, of an individual designated by the Seller Representative (on behalf of the Core Securityholders) who satisfies the Director Requirements.

(f) Each Designated Director who is not also an officer or employee of Curaleaf or any of its Subsidiaries shall be entitled to (i) compensation for services rendered to the Parent Board (including any committee of the Parent Board) at levels, and otherwise on terms, comparable to other members of the Parent Board who are not employees of Parent or any of its Subsidiaries and (ii) indemnification protection and liability insurance coverage on the same terms as other members of the Parent Board.

(g) The Initial Observer shall be Steven Weisman and the Seller Representative (on behalf of the Core Securityholders) may designate a replacement Observer in writing at any time. Each Initial Observer and any other individual designated to serve as the Observer pursuant to this Section 7.10 is referred to herein as an "***Observer Designee***". The Observer Designee shall be entitled to attend each regularly scheduled and special meeting (including telephonic meetings) of the Parent Board as a non-voting observer and to reasonably participate in discussions with the Parent Board, but shall not have any right to vote on or otherwise approve or disapprove any item that comes before the Parent Board and Curaleaf shall not be under any obligation to take any action with respect to any proposals made by an Observer Designee. Notice of the time and place of each such meeting shall be given to the Observer Designee in the same manner and at the same time as notice is given to the members of the Parent Board. The Observer Designee shall be given copies of all notices, reports, minutes, consents and other documents and materials at the time and in the manner as are provided to the Parent Board. Notwithstanding the foregoing, the Parent Board may, upon the advice of outside counsel, determine not to provide the Observer Designee with copies of any notices, reports, minutes, consents and other documents and materials (or any portion thereof) or to exclude the Observer Designee from any portion of any meeting of the Parent Board if the Parent Board reasonably determines that access to any such materials or attendance at such portion of any meeting is reasonably likely to (i) violate the terms of any confidentiality agreement to which Parent or any of its Subsidiaries is subject, (ii) adversely affect the preservation of any attorney-client privilege, (iii) prevent the members of the Parent Board from engaging in attorney-client privileged communication with counsel or (iv) otherwise be detrimental to Parent or any of its Subsidiaries. Notwithstanding the foregoing, Curaleaf shall have no obligation under this Section 7.10(g) until such time as the Observer Designee has executed a non-disclosure agreement in form and substance satisfactory to Curaleaf, acting reasonably.

Section 7.11 Post-Closing Reorg Plan Matters.

(a) For a twelve (12) month period following the Closing, Parent shall, and shall cause the Surviving Corporation to, use its reasonable best efforts to consummate any and all actions on the Reorg Plan that were not completed on or prior to the Closing Date, including using

its reasonable best efforts to resolve any Reorg Adjustment Matters, all in accordance with applicable Law (other than Federal Cannabis Laws) and the Reorg Plan (collectively, the "***Post-Closing Reorg***"). Parent shall keep the Seller Representative reasonably informed of the progress and communications with applicable third parties and Governmental Authorities related thereto. The Seller Representative shall, at Parent's sole cost and expense, reasonably cooperate with, and assist, Parent, as reasonably requested by Parent, to effectuate the Post-Closing Reorg.

(b) Following substantial completion of the Post-Closing Reorg, but no later than the first anniversary of the Closing Date, Parent shall deliver to the Seller Representative a statement setting forth (i) the amounts spent by Parent, the Surviving Corporation and the Acquired Companies, following the Closing, to consummate the Post-Closing Reorg, together with reasonably detailed back-up materials related to the same (the "***Expended Reorg Cash***"), and (ii) the amount of the remaining Reorg Escrowed Cash (the "***Remaining Reorg Amount***"). Within thirty (30) days after its receipt of such statement, the Seller Representative shall notify Parent in writing if it disputes any amount set forth therein. If the Seller Representative disputes any amount set forth in the statement, the Seller Representative and Parent will, for a period of thirty (30) days, seek in good faith to resolve in writing any differences that they have with respect to such dispute. If the Seller Representative and Parent are unable to resolve such dispute, then the Parties agree to resolve such dispute by engaging the Independent Accountant and the dispute resolution mechanisms set forth in Section 3.6(b)(iii) *mutatis mutandis*. If the Seller Representative does not deliver such notice within such thirty (30) day period, it shall be deemed to agree with Parent's statement. If the Seller Representative agrees, or is deemed to agree, with such statement, then Parent and the Seller Representative shall instruct the Escrow Agent to distribute to (A) to Parent, the Expended Reorg Cash, and (B) the Exchange Agent, for the benefit of the Participating Securityholders, in accordance with their respective Pro Rata Portions (as reflected on the Equityholder Schedule (Updated)), the Remaining Reorg Amount.

(c) Promptly after each Reorg Adjustment Matter is resolved or completed, Parent shall notify the Seller Representative in writing of the resolution or completion of such Reorg Adjustment Matter at any time and from time to time and, within ten (10) Business Days thereafter, Parent shall issue to the Participating Securityholders, in accordance with their respective Pro Rata Portions (as reflected on the Equityholder Schedule (Updated)) the portion of the Share Reorg Adjustment related to such resolved or completed Reorg Adjustment Matters.

(d) Neither Parent nor the Surviving Corporation shall have any obligation to pursue any aspect of the Post-Closing Reorg or resolve any Reorg Adjustment Matters after the twelve (12) month anniversary of the Closing Date.

Section 7.12 Line of Credit. Promptly following the receipt by the Acquired Companies of proceeds in the amount of at least $25,000,000 from the consummation of sale-lease back transactions of real properties by the Acquired Companies as contemplated by the Real Estate Plan, the Company shall so notify Parent in writing, which notice will include reasonable back-up documentation. As soon as practicable thereafter, but in no event more than ten (10) Business Days after receipt of such notice, Parent shall extend a secured line of credit to the Company in an initial aggregate principal amount equal to $25,000,000 for the purpose of financing the Company's implementation of the Cap Ex Plan and any other capital expenditures permitted under Section 6.2 (the "***Line of Credit***"). If the Closing has not occurred by January 15, 2020, Parent

shall use reasonable best efforts to, as soon as reasonably practicable thereafter, increase the Line of Credit to $50,000,000. Loans made to the Company pursuant to the Line of Credit shall (a) bear interest at a rate per annum equal to Parent's actual cost of capital to fund the Line of Credit, plus 0.50% (assuming a three hundred sixty-five (365) day year to compute the interest accrual), (b) be payable, if the Closing does not occur, on the later of (i) the second (2nd) anniversary of the date on which the Line of Credit is first made available to the Acquired Companies and (ii) eighteen (18) months after the termination of this Agreement pursuant to Section 9.1 and (iii) be pre-payable without penalty or premium at any time. The Line of Credit will, at all times, be fully secured by a first priority, perfected security interest in such assets or equity interests of the Acquired Companies with a value of not less than the outstanding principal amount thereof at any time, plus accrued interest thereon, as are agreed by Parent and the Company. All other terms of the Line of Credit shall be customary, market terms for lines of credit mutually agreeable to Parent and the Company.

Section 7.13 Undertaking. Following the date hereof, the Company will use reasonable best efforts to cause each of the Not Owned Companies to enter into an undertaking agreement with the Parent related to Section 6.1, Section 6.2 and Section 7.11.

ARTICLE VIII
CONDITIONS TO CLOSE

Section 8.1 Conditions to the Obligations of the Company and the Parent Entities. The respective obligations of each of the Company, on the one hand, and the Parent Entities, on the other hand, to consummate the Contemplated Transactions are subject to the satisfaction (or waiver by each of the Company, on the one hand, and Parent on behalf of itself and Merger Sub, on the other hand, in its sole discretion) of each of the following conditions as of the Closing Date:

(a) The applicable waiting periods (and any extensions thereof) under the HSR Act and any applicable Foreign Competition Law shall have expired or otherwise been terminated.

(b) No Governmental Authority (excluding any public or private arbitral body) of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any applicable Law (other than any Federal Cannabis Law) or any Governmental Order that is in effect and restrains, enjoins or otherwise prohibits the consummation of the Contemplated Transactions in accordance with this Agreement.

(c) Each of Parent and the Company shall have received evidence of the effectiveness of the D&O Insurance Policy.

(d) The Company Stockholder Approval shall be in full force and effect and shall not have been revoked, rescinded or amended.

(e) Parent shall have filed with the CSE a CSE Form 9 – *Notice of Proposed Issuance of Securities* with respect to the issuance and listing of the Subordinate Shares issuable under this Agreement and otherwise complied with the requirements of CSE Policy 6 – *Distributions*.

Section 8.2 Conditions to the Obligations of the Parent Entities. The obligations of the Parent Entities to consummate the Contemplated Transactions are subject to the satisfaction (or waiver by Parent in its sole discretion) of each of the following conditions as of the Closing Date:

(a) The representations and warranties of the Company contained in Article IV of this Agreement (other than the Fundamental Representations and the representations and warranties set forth in Section 4.7(b) (No Material Adverse Effect) shall be true and correct as of the date hereof and as of the Closing Date as if made at and as of each such date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct only as of such earlier date), except where the failure of such representations and warranties to be so true and correct (without giving effect to any qualification as to materiality or Material Adverse Effect set forth therein) would not, individually or in the aggregate, have a Material Adverse Effect on the Company. The Fundamental Representations and the representations and warranties of the Company contained in Section 4.7(b) (No Material Adverse Effect) of this Agreement that are not qualified as to materiality or by Material Adverse Effect shall be true and correct in all material respects as of the date hereof and as of the Closing Date as if made at and as of each such date. The Fundamental Representations and the representations and warranties of the Company in such Sections that are qualified as to materiality or by Material Adverse Effect shall be true and correct in all respects as of the date hereof and as of the Closing Date, in each case, other than such representations and warranties in such Sections that expressly speak only as of a particular date or time or with respect to a specific period of time, which will be true and correct (or true and correct in all material respects) as of such date or time or with respect to such period.

(b) The Company shall have performed and complied in all material respects with all agreements, obligations and covenants contained in this Agreement that are required to be performed or complied with by it at or prior to the Closing.

(c) There shall not have occurred any Material Adverse Effect with respect to the Company since the date hereof.

(d) The Company shall have delivered to Parent (i) a certificate signed by an executive officer of the Company, dated as of the Closing Date and in form and substance reasonably acceptable to Parent (the "***Company Certificate***"), certifying (A) that the conditions set forth in Section 8.2(a), Section 8.2(b) and Section 8.2(c) are satisfied as of the Closing Date; (B) that, solely for the purposes of the determination of whether there has occurred a Company Warranty Breach pursuant to Section 10.2(a)(i), the representations and warranties of the Company contained in Article IV of this Agreement that are not qualified as to materiality or by Material Adverse Effect are true and correct in all material respects as of the date of the Agreement and as of the Closing Date as if made at and as of each such date and the representations and warranties of the Company contained in Article IV that are qualified as to materiality or by Material Adverse Effect are true and correct in all respects as of the date of this Agreement and as of the Closing Date, in each case, other than such representations and warranties in such Article IV that expressly speak only as of a particular date or time or with respect to a specific period of time, which are true and correct (or true and correct in all material respects) as of such date or time or with respect to such period; (C) that the attached copies of the Company's and each other Acquired Company's Organizational Documents are true and correct and in full force and effect; (D) that the attached

copies of the resolutions adopted by the Company Board and the Company Stockholder Approval were duly and validly obtained in accordance with applicable Law and the Company's Organizational Documents, are in full force and effect and have not been modified, amended, revoked or rescinded; (E) the results of any 280G Stockholder Vote with respect to the approval or disapproval of any 280G Payment; and (F) the incumbency of the officers of the Company (or another Acquired Company, if applicable) executing this Agreement and any Ancillary Agreement; and (ii) a good standing certificate for each Acquired Company from its jurisdiction of organization, dated not more than five (5) Business Days prior to the Closing Date.

(e) The Consents from the Persons that are set forth in Section 8.2(e) of the Company Disclosure Letter shall have been duly obtained and shall be in full force and effect as of the Closing

(f) The Designated Deliveries shall have been completed.

(g) The Payoff Letters shall have been executed and delivered to the Company.

(h) The Company shall have delivered to Parent the Escrow Agreement duly executed by the Seller Representative.

(i) Each Key Executive shall have executed and delivered an Employment Agreement with the Company or another Acquired Company.

(j) Each Core Securityholder shall have executed and delivered to Parent a Non-Competition Agreement.

(k) The Company shall have delivered to Parent the resignations, effective as of the Closing, of each director or officer of the Company and its Subsidiaries.

(l) Other than pursuant to the *[redacted – name of company]* Transaction and as related to the Special Indemnity Shares, no Person (other than an Acquired Company) shall have any Enforceable right to acquire Equity Securities of any Acquired Company immediately following the Closing and the Company shall have delivered to Parent such evidence as is reasonably requested by Parent that any such rights have been terminated.

(m) The Company shall have delivered to Parent an executed amendment to its agreement with *[redacted – name of counterparty]* pursuant to which *[redacted – name of counterparty]* acknowledges that it is not entitled to receive any equity securities of the Company or any other Acquired Company and release Parent, the Company (prior to the Closing) and the Surviving Corporation (following the Closing) from any claims *[redacted – name of counterparty]* may have under its agreement with the Company.

(n) The Company shall have delivered to Parent all Ancillary Agreements, executed by the appropriate Acquired Company, and such other documents and deliverables required to be delivered by the Company, any other Acquired Company or the Stockholders at Closing pursuant to Section 3.8(a) and such other documents as are reasonably requested by Parent.

Section 8.3 Conditions to the Company's Obligations. The obligations of the Company to consummate the Contemplated Transactions are subject to the satisfaction (or waiver by the Company in its sole discretion) of each of the following conditions as of the Closing Date:

(a) The representations and warranties of Parent contained in Article V of this Agreement (other than the Fundamental Representations and the representations and warranties set forth in Section 5.15 (Disclosures with Respect to Curaleaf)) shall be true and correct as of the date hereof and as of the Closing Date as if made at and as of each such date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct only as of such earlier date), except where the failure of such representations and warranties to be so true and correct (without giving effect to any qualification as to materiality or Material Adverse Effect set forth therein) would not, individually or in the aggregate, have a Material Adverse Effect on Parent. The Fundamental Representations and the representations and warranties of Parent contained in Section 5.15 (Disclosures with Respect to Curaleaf) of this Agreement that are not qualified as to materiality or by Material Adverse Effect shall be true and correct in all material respects as of the date hereof and as of the Closing Date as if made at and as of each such date and the representations and warranties of Parent in such Sections that are qualified as to materiality or by Material Adverse Effect shall be true and correct in all respects as of the date hereof and as of the Closing Date, in each case, other than such representations and warranties in such Sections that expressly speak only as of a particular date or time or with respect to a specific period of time, which will be true and correct (or true and correct in all material respects) as of such date or time or with respect to such period.

(b) Each Parent Entity shall have performed and complied in all material respects with all agreements, obligations and covenants contained in this Agreement that are required to be performed or complied with by it at or prior to the Closing.

(c) There shall not have occurred any Material Adverse Effect with respect to Parent since the date hereof.

(d) Parent shall have delivered to the Company (i) a certificate signed by an executive officer of Parent, dated as of the Closing Date and in form and substance reasonably acceptable to the Company (the "***Parent Certificate***"), certifying (A) that the conditions in Section 8.3(a), Section 8.3(b) and Section 8.3(c) are satisfied as of the Closing Date; (B) that, solely for the purposes of the determination of whether there has occurred a Parent Warranty Breach, the representations and warranties of Parent contained in Article V of this Agreement that are not qualified as to materiality or by Material Adverse Effect are true and correct in all material respects as of the date of the Agreement and as of the Closing Date as if made at and as of each such date and the representations and warranties of Parent contained in Article V that are qualified as to materiality or by Material Adverse Effect are true and correct in all respects as of the date of this Agreement and as of the Closing Date, in each case, other than such representations and warranties in such Article V that expressly speak only as of a particular date or time or with respect to a specific period of time, which are true and correct (or true and correct in all material respects) as of such date or time or with respect to such period; (C) that the attached copies of the resolutions adopted by the Board of Directors of Parent and Merger Sub authorizing and approving the execution, delivery and performance of this Agreement and the Ancillary Agreements to which

Parent or Merger Sub is a party and the consummation of the Contemplated Transactions were duly and validly obtained in accordance with applicable Law and Parent's and Merger Sub's Organizational Documents, are in full force and effect and have not been modified, amended, revoked or rescinded; and (D) the incumbency of the officers of Parent and Merger Sub executing this Agreement and any Ancillary Agreement and (ii) a good standing certificate (or comparable document) for Parent and Merger Sub from their respective jurisdictions of organization, dated not more than five (5) Business Days prior to the Closing Date.

(e) Parent shall have delivered to the Company the Escrow Agreement duly executed by Parent and Escrow Agent, and all of the Escrowed Shares and Escrowed Cash shall have been deposited with the Escrow Agent.

(f) Parent shall have delivered all Ancillary Agreements, duly executed by Parent or Merger Sub, and such other documents and deliverables required to be delivered by Parent or Merger Sub at Closing, including pursuant to Section 3.8(b), and such other documents as are reasonably requested by the Company.

Section 8.4 Frustration of Closing Conditions; Closing Condition Waiver. None of the Company or any Parent Entity may rely, either as a basis for not consummating the Merger or for terminating this Agreement and abandoning the Contemplated Transactions, on the failure of any condition set forth in Section 8.1, Section 8.2 or Section 8.3, as the case may be, to be satisfied if such failure was primarily caused by such Party's breach of any provision of this Agreement or failure to use its commercially reasonable efforts to consummate the Contemplated Transactions, as required by and subject to Section 6.1. If a Reorg Plan Failure occurs and Parent foregoes any termination right Parent has in respect thereof pursuant to Section 9.1, then such Reorg Plan Failure and the underlying causes thereof shall not constitute, and may not be asserted by either Parent Entity as, a basis in whole or in part for the failure of a closing condition set forth in Section 8.1 or Section 8.2 to be satisfied.

ARTICLE IX
TERMINATION

Section 9.1 Termination. This Agreement may be terminated and the Contemplated Transactions may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Parent and the Company;

(b) by either Parent or the Company if a Law or final non-appealable Governmental Order permanently enjoining or otherwise prohibiting the Contemplated Transactions has been issued, enacted, promulgated, enforced or entered by a Governmental Authority of competent jurisdiction; provided, however, that the right to terminate this Agreement under this Section 9.1(b) will not be available to any Party whose failure to fulfill any of its obligations under, or a breach of any representation or warranty of such Party set forth in this Agreement, or other actions by such Party primarily resulted in such Governmental Order or Law (other than any Federal Cannabis Law) being issued, enacted, promulgated, enforced or entered; provided further, however, that only the enforcement of any Federal Cannabis Law by a Governmental Authority of competent jurisdiction to permanently enjoin or otherwise prohibit the

Contemplated Transactions, and not solely the existence, issuance, enactment, promulgation or entry of any Federal Cannabis Law, shall give either Parent or the Company a termination right pursuant to this Section 9.1(b);

(c) subject to Section 11.10, by the Company or Parent, if the Closing has not occurred on or before 5:00 p.m., New York City Time, on October 17, 2020, which date may be extended from time to time by mutual written consent of Parent and the Company (such date, as so extended from time to time, the "***Termination Date***"); provided, however, that the right to terminate this Agreement under this Section 9.1(c) will not be available to a Party if the failure of such Party to fulfill any obligation under this Agreement (including a breach of any representation or warranty of such party resulting in the failure of a closing condition described in Section 8.2(a) or Section 8.2(b), as applicable) has been the principal cause of, or has primarily resulted in, the failure of the Closing to occur by the Termination Date (including in the case of Parent, any breach by Merger Sub); provided further, however, that the Termination Date shall be automatically extended to January 17, 2021, in the event that (i) the Company is not in breach of this Agreement and the only obligations outstanding are delivery of the Consents from Governmental Authorities set forth on Section 8.2(e) of the Company Disclosure Letter or (ii) the Parties have received a "second request" for information under the HSR Act; provided further, however, that, if the Company has given Parent notice of a Reorg Plan Failure prior to the Termination Date, then Parent may terminate this Agreement under this Section 9.1(c) so long as such termination right is exercised by Parent in accordance with this Section 9.1 within (A) if the Termination Date is October 17, 2020, thirty (30) days after the Company provides written notice to Parent of such Reorg Plan Failure, including reasonable details as to the nature thereof and Deliveries that cannot be made, or (B) if the Termination Date is January 17, 2021, ten (10) days after the Company provides written notice to Parent of such Reorg Plan Failure, including reasonable details as to the nature thereof and Deliveries that cannot be made, and if not so terminated during such applicable period, Parent shall no longer have a termination right in respect of such Reorg Plan Failure pursuant to this Section 9.1(c);

(d) by the Company if (i) any of the representations and warranties of Parent contained in this Agreement fail to be true and correct such that the condition set forth in Section 8.3(a) or Section 8.3(c) would not be satisfied or (ii) the Parent Entities shall have breached or failed to comply with any of their obligations under this Agreement such that the condition set forth in Section 8.3(b) would not be satisfied, and such failure or breach with respect to any such representation, warranty or obligation (A) cannot be cured or constitutes a breach of the obligation to consummate the Contemplated Transactions at the time established for such consummation pursuant to Section 2.2 or (B) if curable, shall continue unremedied at the Termination Date or, if earlier, by the thirtieth (30th) day following the delivery of notice by the Company of such breach; provided, however, that the right to terminate this Agreement under this Section 9.1(d) will not be available to the Company if it is then in breach of any representations, warranties or obligations, which breach would give rise to the failure of a condition set forth in Section 8.2(a), Section 8.2(b) or Section 8.2(c) to be satisfied; provided further, however, that the foregoing cure period shall not be available with respect to a breach or failure to perform any obligation required to be performed by any Parent Entity on the Closing Date;

(e) by Parent if (i) any of the representations and warranties of the Company contained in this Agreement fail to be true and correct such that the condition set forth in

Section 8.2(a) or Section 8.2(c) would not be satisfied or (ii) the Company shall have breached or failed to comply with any of its obligations under this Agreement such that the condition set forth in Section 8.2(b) would not be satisfied, and such failure or breach with respect to any such representation, warranty or obligation (A) cannot be cured or constitutes a breach of the obligation to consummate the Contemplated Transactions at the time established for such consummation pursuant to Section 2.2 or (B) if curable, shall continue unremedied at the Termination Date, or if earlier, by the thirtieth (30th) day following the delivery of notice by Parent of such breach; provided, however, that the right to terminate this Agreement under this Section 9.1(e) will not be available to Parent if it is then in breach of any representations, warranties or obligations, which breach would give rise to the failure of a condition set forth in Section 8.3(a), Section 8.3(b) or Section 8.3(c) to be satisfied; provided further, however, that the foregoing cure period shall not be available with respect to a breach or failure to perform any obligation required to be performed by the Company on the Closing Date; provided further, however, that, if the Company provides notice to Parent of a Reorg Plan Failure, including reasonable details as to the nature thereof and the Deliveries that cannot be made, any right to terminate this Agreement under this Section 9.1(e) that arises due to the occurrence of such Reorg Plan Failure must be exercised by Parent in accordance with this Section 9.1(e) within ten (10) Business Days after the Company provides such written notice to Parent, and if not so terminated during such period, Parent shall no longer have a termination right in respect of such Reorg Plan Failure pursuant to this Section 9.1(e);

(f) by either Parent or the Company if the Company Stockholder Approval is not obtained by the Stockholder Approval Deadline; provided, however, that this termination right shall no longer apply and shall expire if not invoked prior to actual delivery of the Company Stockholder Approval by the Company to Parent; and provided further that a Party shall not have the right to terminate this Agreement pursuant to this Section 9.1(f) if it has materially breached its obligations under Section 6.6;

(g) by Parent, prior to the Company obtaining the Company Stockholder Approval, if (i) a Change of Company Board Recommendation shall have occurred, (ii) the Company shall have failed to include the Company Board Recommendation in the Proxy Statement distributed to its stockholders or (iii) the Company shall have materially breached its obligations under Section 6.6 or Section 6.8;

(h) by the Company, prior to obtaining the Company Stockholder Approval, in accordance with, and subject to compliance with the terms and conditions, of Section 6.8(d); provided that the Company shall not have the right to terminate this Agreement pursuant to this Section 9.1(h) if it has materially breached its obligations under Section 6.6 or Section 6.8;

(i) by either Parent or the Company if a Special Meeting shall have been convened and a vote with respect to the adoption of the "agreement of merger" (as such term is used in Section 251 of the DGCL) with respect to the Merger contained in this Agreement shall have been taken at such special meeting (or at any adjournment or postponement thereof) and the Company Stockholder Approval shall not have been obtained; provided that a Party shall not have the right to terminate this Agreement pursuant to this Section 9.1(i) if such Party has materially breached its obligations under Section 6.6; or

(j) by the Company, pursuant to the termination right provided by the last sentence of Section 3.6(a)(i).

Any Party desiring to terminate this Agreement shall give written notice of such termination to the other Parties, specifying the ground(s) for such termination.

Section 9.2 Effect of Termination. In the event of a termination of this Agreement pursuant to Section 9.1, this Agreement (other than the provisions of this Article IX, Section 7.4, the indemnification and exculpation provisions in favor of the Seller Representative in Section 7.5 and Article IX, as well as any defined terms used in such sections, which shall survive such termination) shall then be null and void and have no further force and effect and all other rights and Liabilities of the Parties hereunder will terminate without any Liability of any Party to any other Party, except that nothing herein shall relieve any Party (other than the Seller Representative) from any Losses suffered or incurred by any other Party (including, in the case of the Company, the stockholders of the Company) as a result of such first Party's willful and material breach of this Agreement prior to such termination, in which case the aggrieved Party shall be entitled to all remedies available at law or in equity.

Section 9.3 Termination Fee.

(a) If the Company terminates this Agreement pursuant to Section 9.1(h) and enters into a definitive merger agreement, acquisition agreement or similar written agreement with respect to a Company Superior Proposal, the Termination Fee shall be payable within two (2) Business Days of such termination.

(b) If (i) at any time after the date of this Agreement a Company Acquisition Proposal shall have been made directly to the stockholders of the Company or otherwise become publicly known or any Person shall have publicly announced or made known an intention (whether or not conditional) to make a Company Acquisition Proposal, and, in each case, such Company Acquisition Proposal has not been publicly withdrawn at the time of the event giving rise to termination of this Agreement as described in clause (ii) below, and (ii) following the occurrence of an event described in the preceding clause (i), this Agreement is terminated by Parent or the Company pursuant to Section 9.1(f) or Section 9.1(i), and (iii) either (A) on or before the date that is nine (9) months after the date of such termination described in clause (ii) above, the Company consummates such Company Acquisition Proposal, or (B) either on or before the date that is nine (9) months after the date of such termination described in clause (ii) above, the Company enters into a definitive agreement in respect of such Company Acquisition Proposal, then the Company shall pay to Parent the Termination Fee on the date of the event described in clause (iii)(A) or (iii)(B); provided that for purposes of only this Section 9.3(a), the term "Company Acquisition Proposal" shall have the meaning assigned to such term in Section 6.8(g), except that the references therein to "15%" shall be deemed to be references to "more than 50%" and references to "the Company or any Acquired Company" shall be replaced by "the Company and its Subsidiaries".

(c) If (i) Parent terminates this Agreement pursuant to Section 9.1(g) or (ii) the Company terminates this Agreement pursuant to Section 9.1(h) but does not enter into a definitive merger agreement, acquisition agreement or similar written agreement with respect to a Company

Superior Proposal, then the Company shall pay to Parent, the Termination Fee on the first anniversary (or if such date is not a Business Day, on the next succeeding Business Day) of such termination.

(d) For purposes of this Agreement, "***Termination Fee***" means an amount in cash equal to Twenty Million Dollars ($20,000,000). The Termination Fee shall be paid (when due and owing) by the Company to Parent by wire transfer of immediately available funds to an account designated in writing by Parent.

(e) In no event shall the Company be required to pay the Termination Fee on more than one occasion.

(f) Each party agrees that, except in the case of a willful and material breach of this Agreement, notwithstanding anything in this Agreement to the contrary, (i) in the event that the Termination Fee becomes payable and is actually paid in accordance with this Section 9.3, the payment of such Termination Fee shall be the sole and exclusive remedy of Parent and its Affiliates and its and their respective stockholders, officers, directors, employees and Representatives against the Company or any of their respective Representatives or Affiliates and (ii) in no event will Parent or its Affiliates or its and their respective stockholders, officers, directors, employees or Representatives seek to recover any other money damages or seek any other remedy based on a claim at law or in equity with respect to, in the case of each of clauses (i) and (ii) (A) any loss suffered, directly or indirectly, as a result of the failure of the Merger to be consummated, (B) the termination of this Agreement, (C) any liabilities or obligations arising under this Agreement, or (D) any claims or actions arising out of or relating to any breach, termination or failure of or under this Agreement, and (iii) upon payment of any Termination Fee in accordance with this Section 9.3, neither the Company nor any of its Affiliates or Representatives shall have any further liability or obligation to Parent or its Affiliates or its and their respective stockholders, officers, directors, employees or Representatives relating to or arising out of this Agreement or the transactions contemplated hereby.

ARTICLE X
INDEMNIFICATION

Section 10.1 Survival. The Parties, intending to modify any applicable statute of limitations, agree that (a) except for the Fundamental Representations, the representations and warranties of the Company in Article IV and in the Company Certificate, and the representations and warranties of the Parent Entities in Article V and the Parent Certificate shall survive the Closing until, and shall terminate on, the date that is after the 180th day following the first anniversary of the Closing Date; (b) the Fundamental Representations shall survive the Closing until, and shall terminate on, the date that is the second anniversary of the Closing Date; (c) the Parties' respective obligations to perform the covenants and agreements contained in this Agreement that are to be performed prior to the Closing shall terminate on the Closing Date, provided that the termination of such obligations shall not in any way impact any Indemnified Party's right to seek indemnification for a period of twelve (12) months after the Closing for a breach of any such covenant or agreement; and (d) all covenants and agreements of the Parties contained in this Agreement that are to be performed in whole or in part after the Closing Date shall survive in accordance with their respective terms until the date on which the applicable

covenants are fully performed (the applicable date set forth in each of the foregoing clauses, the "***Survival Date***"). The right of an Indemnified Party to seek indemnification hereunder shall expire on the applicable Survival Date. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the Indemnified Party to the Indemnifying Party prior to the applicable Survival Date shall not thereafter be barred by the expiration of the relevant representation or warranty or the passage of the applicable Survival Date and such claims shall survive until finally resolved pursuant to this Article X.

Section 10.2 General Indemnification of Parent Indemnified Parties.

(a) Subject to the terms and limitations in this Article X, from and after the Closing and until the applicable Survival Date, the Participating Securityholders shall indemnify, defend and hold harmless the Parent Entities, the Surviving Corporation, their respective Affiliates and their respective Representatives, successors and permitted assigns (collectively, the "***Parent Indemnified Parties***"), severally (and not jointly and severally) in accordance with their respective Pro Rata Portion, from and against all Losses that any Parent Indemnified Party actually suffers, incurs or becomes subject to as a result of or arising from:

(i) any inaccuracy in or breach of any representation or warranty of the Company set forth in Article IV of this Agreement or in the Company Certificate furnished by the Company pursuant to this Agreement (a "***Company Warranty Breach***");

(ii) any failure of the Company to perform, fulfill or comply with any covenant set forth in this Agreement or in any of the certificates or documents furnished by the Company to be performed prior to the Closing pursuant to this Agreement;

(iii) any failure by the Seller Representative following the Closing to perform, fulfill or comply with any covenant set forth in this Agreement;

(iv) any Dissenter Costs;

(v) any claim by any Participating Securityholder with respect to the Expense Fund;

(vi) any claim by any Person that any Acquired Company's use of the *[redacted – name of individual]* IP prior to the Closing infringes the Intellectual Property rights of any other Person;

(vii) any claim by any Person that any Acquired Company's post-Closing use of the Company Owned Intellectual Property as it exists on the Closing Date infringes the Trademark rights of any Person; provided, however, that Losses incurred as a result of the same will be limited to Losses incurred through the first year anniversary of the Closing Date unless the specific claim was the subject of a written cease and desist (or similar) letter sent to any of the Acquired Companies, in which case, Losses there will be limited to Losses incurred through the first year anniversary of the Closing Date and the six month anniversary of the date of receipt of the cease and desist letter, whichever period ends first;

(viii) any matters set forth on Schedule 10.2(a);

(ix) any Company Transaction Expenses that do not constitute Covered Unpaid Company Transaction Expenses, Closing Indebtedness, Company Closing Bonuses, Pre-Closing Taxes and Taxes incurred after the Closing in connection with the Reorg Plan to the extent, in any case, not taken into consideration in determination of the Net Adjustment and required by this Agreement to be taken into account in such determination (as finally determined pursuant to Section 3.6); and

(x) the number of Subordinate Shares that are actually issued to the former owners of *[redacted – name of company]*, in connection with the *[redacted – name of company]* Transaction.

(b) The following limitations shall apply to the Participating Securityholders' obligations to indemnify the Parent Indemnified Parties pursuant to Section 10.2(a):

(i) If the aggregate amount of Losses with respect to any particular Company Warranty Breach or claims under Section 10.2(a)(vi) or Section 10.2(a)(vii) is less than Twenty-Five Thousand Dollars ($25,000) (the "***Threshold***"), such Losses shall not be counted for purposes of satisfying the Deductible.

(ii) No Parent Indemnified Party shall be entitled to indemnification with respect to claims made pursuant to Section 10.2(a)(i), Section 10.2(a)(vi) or Section 10.2(a)(vii) until the aggregate amount of Losses for Company Warranty Breaches and other claims indemnifiable under Section 10.2(a)(i), Section 10.2(a)(vi) or Section 10.2(a)(vii) (excluding the Losses with respect to any particular Company Warranty Breach or other claim that are less than the Threshold exceeds Four Million Dollars ($4,000,000) (the "***Deductible***"), after which the Parent Indemnified Parties shall, subject to any other limitations or restrictions set forth in this Article X, be entitled to indemnification for all Losses in excess of the Deductible for which the Parent Indemnified Parties are entitled to indemnification for Company Warranty Breaches pursuant to Section 10.2(a)(i), Section 10.2(a)(vi) or Section 10.2(a)(vii).

(iii) Any and all Losses for which the Purchaser Indemnified Parties are entitled to indemnification pursuant to this Agreement shall be satisfied solely from the release of General Indemnity Escrow Shares, which are the sole source of recovery for any indemnity claims by the Purchaser Indemnified Parties; further, each Participating Securityholder's indemnification obligation pursuant to this Section 10.2 shall be subject to satisfaction solely from such Participating Securityholder's Pro Rata Portion of the General Indemnity Escrow Shares. Subject to Section 10.2(b)(vi), the maximum aggregate liability of the Participating Securityholders for indemnified Losses of the Parent Indemnified Parties pursuant to this Section 10.2 shall be limited to the Cap, and each Participating Securityholder's indemnification obligations pursuant to this Section 10.2 shall be limited to such Participating Securityholder's Pro Rata Portion of the Cap.

(iv) Notwithstanding the foregoing, the Threshold and the Deductible shall not apply to (A) any Company Warranty Breach of a Fundamental Representation or

(B) any matters indemnifiable under Sections 10.2(a)(ii), (iii), (iv), (v), (viii), (ix) or (x); provided that indemnification for Losses attributable thereto shall be subject to recourse solely from the release of General Indemnity Escrow Shares.

(v) The number of General Indemnity Escrow Shares to be used to satisfy an indemnifiable Loss pursuant to indemnification claim made by a Purchaser Indemnified Party in accordance with this Section 10.2 shall be calculated by dividing the U.S. dollar value of such indemnifiable Loss by the Holdback Share Value, determined as of the time at which General Indemnity Escrow Shares are delivered to Parent pursuant to Section 10.8 and the Escrow Agreement in satisfaction of indemnified Losses.

(vi) Any claims for Losses caused by fraud may be asserted by a Purchaser Indemnified Party solely against the Person that committed such fraud without being subject to the limitations set forth in this Section 10.2(b).

(vii) Notwithstanding anything to the contrary contained herein, if the Company fails to Deliver any Not Owned Companies or Cannabis Licenses, the sole remedy for such failure shall be the adjustments (if any) to the Merger Consideration set forth in the definition of "Share Reorg Adjustment" (which, in certain circumstances, requires that a particular threshold be reached before any adjustments are made) and the Parent Indemnified Parties shall not be entitled to seek indemnification under this Article X, or otherwise assert any claims under theories of breach of contract, tort or otherwise, for a Company Warranty Breach based on such failure to Deliver a Not Owned Company or Cannabis License.

(viii) Any claim for indemnification that may be brought pursuant to Section 10.2(a)(vi) or Section 10.2(a)(vii) (without regard for any time limitations therein) cannot be brought under Section 10.2(a)(i).

Section 10.3 Indemnification of the Participating Securityholders.

(a) Subject to the terms and limitations in this Article X, from and after the Closing, the Parent Entities and the Surviving Corporation (collectively, the "***Parent Indemnifying Parties***") shall, jointly and severally, indemnify, defend and hold harmless the Participating Securityholders, their respective Affiliates and their respective Representatives, successors and assigns (collectively, the "***Seller Indemnified Parties***") from and against all Losses that any Seller Indemnified Party suffers, incurs or becomes subject to as a result of or arising from:

(i) any inaccuracy in or breach of any representation or warranty of Parent set forth in Article V of this Agreement or in the Parent Certificate furnished by Parent pursuant to this Agreement (a "***Parent Warranty Breach***"); and

(ii) any failure by the Parent Entities or, following the Closing, the Surviving Corporation to fully perform, fulfill or comply with any covenant set forth in this Agreement or in any of the Ancillary Agreements furnished by any Parent Entity pursuant to this Agreement.

(b) The following limitations shall apply to Section 10.3(a):

(i) If the aggregate amount of Losses with respect to any particular Parent Warranty Breach is less than the Threshold, such Losses shall not be counted for purposes of satisfying the Deductible.

(ii) No Seller Indemnified Party shall be entitled to indemnification with respect to claims for Parent Warranty Breaches made pursuant to Section 10.3(a)(i) until the aggregate amount of Losses for such Parent Warranty Breaches indemnifiable under Section 10.3(a)(i) (excluding the Losses with respect to any particular Parent Warranty Breach that are less than the Threshold) exceeds the Deductible, after which the Seller Indemnified Parties shall, subject to any other limitations or restrictions set forth in this Article X, be entitled to indemnification for all Losses in excess of the Deductible for which the Seller Indemnified Parties are entitled to indemnification for Parent Warranty Breaches pursuant to Section 10.3(a)(i).

(iii) Except in the case of fraud, the failure to perform its obligations under Section 7.11 or a breach by Parent of its obligations to pay any Participating Securityholder any portion of the Merger Consideration, the maximum aggregate liability of Parent for indemnified Losses of the Seller Indemnified Parties pursuant to this Section 10.3 shall be limited to the Cap.

(iv) Notwithstanding the foregoing, the Threshold and the Deductible shall not apply to (A) any Parent Warranty Breach of a Fundamental Representation or (B) any matters indemnifiable under Section 10.3(a)(ii).

(v) Any claims for Losses caused by fraud of any Parent Entity (or any of their respective Representatives) or, following the Closing, the Surviving Corporation (or any of its Representatives) may be asserted by a Seller Indemnified Party without being subject to the foregoing limitations set forth in this Section 10.3(b).

Section 10.4 Procedures for Third Party Claims.

(a) If a Person is entitled to indemnification hereunder (an "***Indemnified Party***"), to seek indemnification in respect of a claim or demand by another Person (a "***Third Party Claim***"), the Indemnified Party must deliver to the Seller Representative, in the case in which the Participating Securityholders are providing indemnification pursuant to the provisions of this Article X, or Parent, in the case in which the Parent Indemnifying Parties are providing indemnification pursuant to the provisions of this Article X (as applicable, the "***Indemnifying Party***"), as the case may be, promptly, but in any event within thirty (30) Business Days after becoming aware of any facts or circumstances that would reasonably be expected to give rise to a claim for indemnification hereunder, written notice thereof, specifying, to the extent then known by the Indemnified Party, the amount of such claim, the nature and basis of such claim and all relevant facts and circumstances relating thereto, including copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party of any Liability hereunder, except to the extent that the

defense of any such Third Party Claim has been prejudiced by the Indemnified Party's failure to give such notice. Thereafter, the Indemnified Party shall keep the Indemnifying Party informed on a current basis as to any changes or developments with respect to the foregoing, including by providing copies of all notices and documents (including court papers) from time to time received by the Indemnified Party relating to the Third Party Claim.

(b) If a Third Party Claim is made against an Indemnified Party, the Indemnifying Party shall be entitled to participate in the defense thereof and may, upon written notice given to the Indemnified Party within thirty (30) Business Days after the receipt by the Indemnifying Party of the notice of such Third Party Claim, assume the defense thereof with counsel selected by the Indemnifying Party; provided, further, that the Indemnifying Party shall not be entitled to assume control of such defense and the Indemnified Party shall have the right to control such defense (i) if such Third Party Claim seeks injunctive, equitable or other non-monetary relief (except where non-monetary relief is merely incidental to a primary claim or claims for monetary damages), (ii) if such Third Party Claim involves criminal or quasi-criminal allegations or a regulatory Action, (iii) if an actual conflict of interest exists between the Indemnifying Party and the Indemnified Party, or (iv) if, based on a reasonably likely estimate of the Losses resulting from such Third Party Claim, after giving effect to the applicable limitations on indemnification in Section 10.2 and Section 10.3, the Indemnified Party would be responsible for more of the Loss than the Indemnifying Party in the event such Third Party Claim were determined in an adverse manner to the Indemnifying Party and the Indemnified Party. If the Indemnifying Party assumes such defense, the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party, it being understood, however, that the Indemnifying Party shall control such defense. The party controlling the defense of a Third Party Claim shall diligently prosecute the same using commercially reasonable efforts and counsel reasonably satisfactory to (a) Parent, in the case the defense has been assumed by Participating Securityholders or (b) the Seller Representative, in the case the defense has been assumed by a member of the Parent Group or the Surviving Corporation (it being understood that in the case of the Participating Securityholders, Katten Muchin Rosenman is deemed to be reasonably satisfactory to Parent and in the case of Parent Group or the Surviving Corporation, Loeb & Loeb LLP is deemed to be reasonably satisfactory to the Seller Representative) and shall keep the other party reasonably advised of the status of such Action and the defense thereof and shall consider in good faith recommendations made by the other party with respect thereto. If the Indemnifying Party elects to defend a Third Party Claim, each Party shall cooperate in the defense or prosecution of such Third Party Claim. Such cooperation shall include the retention and (upon the Indemnifying Party's request) the provision to the Indemnifying Party of records and information (including those of the Company, if applicable) which are reasonably relevant to such Third Party Claim, and making employees (including those of the Company, if applicable) available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Indemnifying Party shall not, without the Indemnified Party's consent, which shall not be unreasonably withheld, conditioned or delayed, settle, discharge or compromise any Third Party Claim or consent to the entry of any judgment if such settlement, discharge or compromise (A) involves any finding or admission of any violation of applicable Law (other than Federal Cannabis Laws) on behalf of the Indemnified Party or any of its Affiliates or any of their respective Representatives, (B) does not provide for each Indemnified Party that is party to such Third Party Claim to be fully and unconditionally released from all Liability with respect to such Third Party

Claim or (C) imposes equitable remedies or material non-monetary obligations on the Indemnified Party. If the Indemnifying Party does not (or is not permitted to) assume the defense of a Third Party Claim, the Indemnified Party shall not settle, adjust or compromise or permit a default or consent to entry of any judgment in respect of the Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if the Indemnifying Party does not provide consent within ten (10) Business Days after the Indemnified Party's delivery of a written request for the Indemnifying Party's consent, the Indemnified Party may continue to defend such Third Party Claim and, if the amount of Losses exceeds the amount of such settlement offer or other compromise, the Indemnifying Party shall indemnify, defend, and hold the Indemnified Party harmless from and against all Losses subject to the other terms of this Article X. The Indemnifying Party shall have no indemnification obligations with respect to any Third Party Claim that is settled by the Indemnified Party without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld, conditioned or delayed.

Section 10.5 Procedures for Inter-Party Claims. In the event that an Indemnified Party determines that it has a claim for Losses against an Indemnifying Party hereunder (other than as a result of a Third Party Claim), the Indemnified Party shall give prompt written notice thereof to the Indemnifying Party promptly, and in any event, within thirty (30) Business Days after such Indemnified Party becomes aware of such indemnification claim, specifying the amount of such claim, the nature and basis of the alleged breach giving rise to such claim and all relevant facts and circumstances relating thereto; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party of any Liability hereunder, except to the extent that the Indemnifying Party has been prejudiced by the Indemnified Party's failure to give such notice. The Indemnified Party shall provide the Indemnifying Party with reasonable access to its books and records (and, in the case that the Indemnified Party is a Parent Indemnified Party, the Company's books and records) during normal business hours upon reasonable advance notice for the purpose of allowing the Indemnifying Party a reasonable opportunity to verify any such claim for Losses. The Indemnifying Party shall notify the Indemnified Party within thirty (30) days following its receipt of such notice if the Indemnifying Party disputes Liability to the Indemnified Party under this Article X. If the Indemnifying Party timely disputes such claim or otherwise does not so notify the Indemnified Party within such thirty-day period, the Indemnifying Party shall be deemed to have rejected such claim, in either of which cases the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Article X.

Section 10.6 Tax Claims. Notwithstanding any other provision of this Agreement, the control of any Tax Claim (including any such Tax Claim in respect of a breach of the representations and warranties in Section 5.13 hereof or any breach or violation of or failure to fully perform any covenant, agreement, undertaking or obligation in Section 7.2 hereof) shall be governed by the procedures set forth in Section 7.2(e).

Section 10.7 Duty to Mitigate. Each Party shall use commercially reasonable efforts to mitigate or otherwise reduce its Losses.

Section 10.8 Certain Additional Agreements Related to Indemnification.

(a) For purposes of determining the amount of any indemnification obligation to any Indemnified Party for any Losses, appropriate reductions shall be made to reflect (i) the recovery pursuant to any insurance policy actually received by any Indemnified Party in respect of such Losses, and (ii) any other recovery actually received by any Indemnified Party from a third party pursuant to any reimbursement arrangements, indemnification rights, contribution agreements, holdback, offset or set-off agreements or similar arrangements, in each case of clauses (i) and (ii), net of all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Indemnified Party in connection with such recoveries. If an indemnification payment pursuant to this Article X is received by any Indemnified Party, and such Indemnified Party later receives proceeds of an insurance policy or such third party payments, in each case, as described in the immediately preceding sentence, in respect of such Losses, such Indemnified Party shall promptly notify the Indemnifying Party, and promptly, but in any event no later than ten (10) Business Days after receipt of such proceeds, such Indemnified Party shall pay to such Indemnifying Party an amount equal to the lesser of (A) any such insurance proceeds or such third party payments, net of such recovery costs, and (B) the actual amount of the indemnification payments previously paid with respect to such Losses.

(b) The amount of any Losses required to be paid by an Indemnifying Party to an Indemnified Party pursuant to this Article X shall be reduced by the amount, if any, of Tax Benefits actually related or attributable to the Losses that gave rise to such indemnity payment, which Tax Benefits are actually realized prior to the date such indemnity payment is made. To the extent that any Tax Benefit is actually realized following the date that an indemnity payment is made, then no later than thirty (30) days after the annual Tax Return has been filed that takes into account the deduction or loss generated as a result of the Losses that gave rise to such indemnity payment, the Indemnified Party shall pay, in cash, to the Indemnifying Party the amount of the Tax Benefits actually realized as a result of the Losses that gave rise to such indemnity payment.

(c) Solely for purposes of determining the amount of any indemnifiable Losses resulting from, or arising out of, the breach of, or inaccuracy in, the applicable representation or warranty (but not for purposes of determining any breach of, or inaccuracy in, such representation or warranty), the representations and warranties in this Agreement shall be considered without giving effect to any limitation or qualifications as to "materiality", "Material Adverse Effect" or any other derivation of the word "material" contained in such representations and warranties as a limiting qualifier (and not as a noun).

(d) The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Article VIII.

(e) Notwithstanding any provision of this Agreement to the contrary, no Indemnified Party shall be entitled to be compensated more than once for the same Loss even

though such Loss may have resulted from the breach of more than one of the representations, warranties, covenants or obligations of the Indemnifying Party in this Agreement, it being understood that any adjustments to Merger Consideration (including the Share Reorg Adjustment, the Base Cash Reorg Adjustment or any component of the Net Adjustment) shall be deemed to be in satisfaction of any Loss attributable to the failure to Deliver any Not Owned Company as contemplated by the Reorg Plan.

Section 10.9 Payment of Losses. Subject to all applicable limitations on liability set forth in this Article X,

(a) No later than two (2) Business Days following the final determination of the amount of any indemnifiable Losses payable to any Parent Indemnified Party in accordance with (and subject to) this Article X, Parent and the Seller Representative shall direct the Escrow Agent to release to Parent (or its designee), from the General Indemnity Escrow Shares, the lesser of (i) the number of General Indemnity Escrow Shares equal to the U.S. Dollar value of such indemnifiable Losses divided by the Holdback Share Value, and (ii) the then remaining balance of the General Indemnity Escrow Shares held in escrow, any such General Indemnity Escrow Shares to be returned to Parent for cancellation.

(b) No later than two (2) Business Days following the final determination of the amount of any indemnifiable Losses payable to any Seller Indemnified Party in accordance with this Article X, Parent shall deliver to the Exchange Agent, for distribution to the Participating Securityholders in accordance with their respective Pro Rata Portions of such amount, an aggregate number of Subordinate Shares equal to the U.S. Dollar value of such Losses, divided by the Holdback Share Value.

Section 10.10 General Escrow Release.

(a) On the 180th day following the first anniversary of the Closing Date, the Escrow Agent shall release to the Exchange Agent, for distribution to the Participating Securityholders in accordance with their respective Pro Rata Portions (as reflected on the Equityholder Schedule (Updated)), such number of General Indemnity Escrow Shares with an aggregate Share Value equal to the *excess* of (a) the Share Value of the then remaining balance of the General Indemnity Escrow Shares, *minus* (b) the aggregate U.S. Dollar amount of all Losses for which a Parent Indemnified Party has timely made a claim for indemnification pursuant to this Article X and such claim has not then been finally determined in accordance with this Article X *minus* 2,570,201 General Indemnity Escrow Shares. On the second anniversary of the Closing Date, the General Indemnity Escrow Shares then remaining in escrow, *minus* the number of such General Indemnity Escrow Shares with an aggregate Share Value equal to aggregate U.S. Dollar amount of all Losses for which a Parent Indemnified Party has timely made a claim for indemnification pursuant to this Article X and such claim has not then been finally determined in accordance with this Article X. In the event any portion of the General Indemnity Escrow Shares is not released on the applicable escrow release date as a result of the reduction due to outstanding unresolved claims, following the final determination of any of such outstanding claims and, if applicable, payment in respect thereof to the Parent Indemnified Parties in accordance with and subject to the terms and conditions of this Article X, the Seller Representative shall be entitled to, and Parent shall promptly and in any event within two (2) Business Days after such final

determination, direct the Escrow Agent to release such unreleased General Indemnity Escrow Shares, if any, to the Exchange Agent for distribution to the Participating Securityholders in accordance with their respective Pro Rata Portions (as reflected on the Equityholder Schedule (Updated)). Parent and Seller Representative shall promptly direct the Escrow Agent to make such releases, and Parent shall direct the Exchange Agent to make such distributions.

Section 10.11 Treatment of Indemnity Payments. Following the Closing, any payment made pursuant to this Article X shall be treated by the Parties, for all purposes, including U.S. federal income Tax and other applicable Tax purposes unless otherwise required by applicable Law, as an adjustment to the Merger Consideration (to the extent not required to be treated as interest under Section 1274 or 483 of the Code).

Section 10.12 Exclusive Remedy.

(a) The Parent Entities acknowledge and agree that, subject to Section 3.6(b) with respect to the determination of the Merger Consideration, Section 7.11(b), Section 9.3 and Section 11.10, and, except for claims based on fraud and for recourse under the Seller Agreements, (i) their sole and exclusive remedy following the Closing with respect to any and all claims relating to the subject matter of this Agreement, the Ancillary Agreements and the Contemplated Transactions shall be pursuant to the indemnification provisions set forth in this Article X, and (ii) no Indemnified Party may bring or pursue any claim directly or personally against a Participating Securityholder other than through the indemnification provisions set forth in this Article X.

(b) The Parties agree that the limits imposed on each Party's remedies with respect to this Agreement, the Ancillary Agreements and the Contemplated Transactions were specifically bargained for between sophisticated parties and were specifically taken into account in the determination of the amounts to be paid to the Participating Securityholders hereunder.

(c) Notwithstanding anything to the contrary expressed or implied in this Agreement, including in Section 10.12(a) and Section 10.12(b), (i) in the case of fraud by any Party, the other Party shall have all of the remedies available to it at law or in equity with respect to such Party committing fraud without giving effect to any of the limitations set forth in this Article X and (ii) nothing in this Article X shall limit any Party's right to seek specific performance.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. Any notice, request, demand, claim or other communication required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered personally, delivered by internationally recognized courier service or sent by email. Any such notice, request, demand, claim or other communication shall be deemed to have been delivered and given (a) when delivered, if delivered personally or by an internationally recognized courier service, or (b) the day of sending, if sent by email prior to 5:00 p.m., New York City Time on any Business Day, or the next succeeding Business Day if sent by email after 5:00 p.m., New York City Time, on any Business Day or on any day other than a Business Day, and shall be addressed as follows:

If to the Company (prior to the Closing), to:

GR Companies, Inc.
344 North Ogden, Suite 500
Chicago, Illinois
Email: *[redacted – e-mail address]*
Attention: Mitch Kahn, Chief Executive Officer

with a copy (which shall not constitute notice) to:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693
Email: mark.grossmann@kattenlaw.com;
mark.wood@kattenlaw.com
Attention: Mark R. Grossmann
Mark D. Wood

If to the Seller Representative or the Participating Securityholders (after the Closing), to:

GR Shareholder Representative, LLC
477 Elm Place
Highland Park, Illinois 60035
Attention: Mitch Kahn
Email: *[redacted – e-mail address]*

If to a Parent Entity (or to the Company after the Closing), to:

Curaleaf Holdings, Inc.
301 Edgewater Place, Suite 405
Wakefield, Massachusetts 01880
Email: *[redacted – e-mail addresses]*

Attention: Joseph Lusardi, President
Peter Clateman

with copies (which shall not constitute notice) to:

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Email: bmehlman@loeb.com
njacobson@loeb.com
Attention: Barry T. Mehlman
Nancy S. Jacobson

Each of the Parties may specify a different address or addresses by giving notice in accordance with this Section 11.1 to each of the other Parties.

Section 11.2 Succession and Assignment; No Third-Party Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a Party hereto for all purposes hereof. No Party may assign, delegate or otherwise transfer either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Parties, and any attempt to do so will be null and void *ab initio*; provided that no consent shall be required in connection with an assignment (a) pursuant to Section 7.3(c) or Section 7.5(c) or (b) by any Parent Entity to a wholly owned Subsidiary of Parent, so long as in each case such Parent Entity remains obligated hereunder. Except as expressly provided herein (including pursuant to Section 7.3 and Article X), this Agreement is for the sole benefit of the Parties and their successors and permitted assignees and nothing herein expressed or implied will give or be construed to give any Person, other than the Parties and such successors and permitted assignees, any other right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 11.3 Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be valid and binding unless it is in writing and signed, in the case of an amendment, by Parent, Merger Sub and (a) if prior to the Closing, the Company or (b) if following the Closing, the Seller Representative, or in the case of a waiver, by the Party against whom the waiver is to be effective; provided, however, that following the receipt of the Company Stockholder Approval, there shall be no amendment to the provisions of this Agreement which by Law would require further approval by the holders of Company Common Stock without such approval. No waiver by any Party of any breach or violation of, default under, or inaccuracy in any representation, warranty or covenant hereunder, whether willful or not, will be deemed to extend to any prior or subsequent breach or violation of, default under, or inaccuracy in, any such representation, warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent occurrence. No delay or omission on the part of any Party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.

Section 11.4 Entire Agreement. This Agreement, together with the Ancillary Agreements, any documents, instruments and certificates referred to herein or delivered pursuant hereto, and the Confidentiality Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, proposals, undertakings, understandings, letters of intent and agreements, whether written or oral, with respect thereto. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly provided for herein and therein. The Parties acknowledge that, except as expressly provided in Article IV and Article V and in the Ancillary Agreements, none of the Parties hereto has made or is making any representations or warranties whatsoever, implied or otherwise.

Section 11.5 Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Agreement will become effective when duly executed and delivered by each Party. Counterpart signature pages to this Agreement may be

delivered by electronic delivery (i.e., by email of a PDF signature page) and each such counterpart signature page will constitute an original for all purposes.

Section 11.6 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Law (other than Federal Cannabis Laws), be invalid or unenforceable in any respect, each Party intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Law. For purposes of absolute clarity, notwithstanding anything in this Agreement to the contrary, the applicability of or compliance with Federal Cannabis Laws shall be disregarded for all purposes hereunder.

Section 11.7 Governing Law. This Agreement, the rights of the Parties hereunder and all Actions arising in whole or in part under or in connection herewith, will be governed by and construed and enforced in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Section 11.8 Enforcement.

(a) For any dispute resolution commenced prior to the Closing, the Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court lacks jurisdiction, the Superior Court of the State of Delaware sitting in New Castle County in respect of the interpretation, application or enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, or otherwise arising out of the Contemplated Transactions, and hereby waive, and agree not to assert, as a defense in any Action that it is not subject thereto or that such Action may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or convenient, or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such Action shall be heard and determined in the aforementioned courts. The Parties hereby consent to and grant any such court jurisdiction over the person of such Parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such Action in the manner provided in this Section 11.8(a) or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(b) Following the Closing, subject to Section 11.8(b)(viii) and Section 11.8(c),

(i) Any claim, dispute or controversy arising out of or relating to the interpretation, application or enforcement of this Agreement or any breach of this Agreement shall be settled by arbitration to be held in Chicago, Illinois, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association or its successor (the "***AAA***"). A Party wishing to submit a dispute to arbitration shall give written notice to such effect to the other parties hereto and to the AAA. The parties shall

have fifteen (15) days from a Party's notice of such a request for arbitration to designate the arbitrators for the dispute in accordance with this Section 11.8(b).

(ii) Each of Parent, on the one hand, and the Seller Representative, on the other hand, shall designate one arbitrator and the two designated arbitrators shall in turn choose a third arbitrator, who shall also be the chairman of the panel. If one of the two Parties appoints an arbitrator but the other Party fails to nominate its arbitrator within the fifteen (15) day period specified in Section 11.8(b)(i), then the appointment of such second arbitrator shall be made by the AAA upon request by either Party, and if the appointed arbitrators fail to appoint the third arbitrator within ten (10) days after the date of appointment of the most recently appointed arbitrator, the third arbitrator shall be appointed by the AAA at the request of either Party.

(iii) The arbitration proceeding shall not be public, and no Party shall disclose any of the evidence or other matters (including any briefs, findings or decisions) disclosed in connection therewith to any Person other than the parties to the proceeding and their counsel, except in a proceeding to enforce the award. The decision of the arbitrator panel shall be rendered within sixty (60) days from the appointment of the last arbitrator. Such decision shall be final, conclusive, and binding on the parties to the arbitration and no Party shall institute any suit with regard to the dispute or controversy except to enforce the award. Any award shall be in writing and shall state the reasons and contain reference to the legal grounds upon which it is based. The arbitrators shall have the power to grant injunctive or other equitable relief in addition to money damages.

(iv) Any judgment upon any award rendered by the arbitrators may be entered in and enforced by any court of competent jurisdiction. The Parties expressly consent to the personal and subject matter jurisdiction of the arbitrators to arbitrate any and all matters to be submitted to arbitration hereunder.

(v) The Parties waive personal service of any process or other papers in the arbitration proceeding, and agree that service may be made in accordance with Section 11.1. Each Party shall pay its pro rata share of the costs and expenses of the arbitration proceeding, and each shall separately pay its own attorneys' fees and expenses, unless, in the opinion of the arbitrator panel, the attorneys' fees should be allocated or awarded as part of the arbitration award.

(vi) On application to the arbitration panel, any Party shall have rights to discovery to the same extent as would be provided under the Federal Rules of Civil Procedure, and the Federal Rules of Evidence shall apply to any arbitration under this Agreement; provided, however, that the arbitrators may limit any discovery or evidence in such manner as they may deem reasonable.

(vii) The arbitrators may, at their discretion and at the expense of the Party or Parties who will bear the cost of the arbitration, employ experts to assist him in his determinations.

(viii) Nothing contained in this Section 11.8 shall preclude any Party from seeking emergency or preliminary injunctive or other equitable relief in any court of competent jurisdiction following the Closing to avoid irreparable harm, maintain the status quo or preserve the subject matter of the dispute. Notwithstanding the other provisions of this Section 11.8(b), a Party may initiate a civil action in court for the purposes of (A) enforcing the dispute resolution provisions of this Agreement, (B) obtaining a judgment upon, and enforcement and collection of, an arbitral award, (C) obtaining interim or conservatory relief such as a restraining order, injunction, garnishment, attachment and similar relief available under applicable Law, without first initiating arbitration, (D) avoiding expiration of any applicable limitations period or (E) preserving a superior position with respect to other creditors. The application of a Party to a court for such measures or for the implementation of any such measures ordered by an arbitral tribunal shall not be deemed to be an infringement or a waiver of this Section 11.8(b) and shall not affect the relevant powers reserved to the arbitral tribunal. The Parties agree that jurisdiction and venue for any such civil action shall be in the same courts set forth in Section 11.8(a), as well as to all appellate courts to which an appeal may be taken from such trial court. Each of the Parties expressly waives, to the fullest extent permitted by applicable Law, the right to move to dismiss or transfer any action brought in such courts on the basis of any objection to personal jurisdiction, venue or inconvenient forum in any of such courts. Notwithstanding the foregoing provisions of this Section 11.8(b)(viii), (1) the merits of any dispute, claim or controversy shall be resolved by arbitration, (2) each of the Parties hereby agrees that a judgment or arbitral award in any such dispute, claim or controversy may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law and (3) the filing of an Action to enable the recording of a notice of pending action, receivership or injunction shall be permitted

(ix) The Parties shall indemnify the arbitrators and any experts employed by the arbitrators and hold them harmless from and against any claim or demand arising out of any arbitration under this Agreement or any agreement contemplated hereby, unless resulting from the willful misconduct of the person indemnified.

(c) The following matters are excluded from the dispute resolution requirements of this Section 11.8(b): (i) a cross-claim or third-party claim pursuant to an indemnification obligation set forth in this Agreement in an Action filed by a third party; (ii) any dispute, claim or controversy in the determination of the Net Adjustment (or any component thereof) pursuant to Section 3.6 that is to be resolved by the Independent Accountant in accordance with the terms of Section 3.6; and (iii) any Action arising in connection with any violation, breach or default of any of the Ancillary Agreements (other than the Escrow Agreement, the Letters of Transmittal and the Lock-Up Agreement).

Section 11.9 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN

CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY ARBITRATOR AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM RELATING TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS AND THAT, EXCEPT TO THE EXTENT GOVERNED BY THE PROVISIONS OF Section 11.8, SUCH ACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 11.10 Specific Performance. Notwithstanding anything in this Agreement to the contrary, the Parties agree that irreparable damage would occur in the event that any of the obligations, undertakings, covenants or agreements contained in this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the Parties shall be entitled to an injunction or injunctions in any state/non-federal court to prevent breaches of this Agreement, without any bond or other security being required, and to enforce specifically the terms and provisions of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy, this being in addition to any other remedy to which the Parties are entitled at law or in equity. Without limiting the generality of the foregoing, if all of the conditions set forth in Article VIII have been satisfied or waived (other than those conditions which by their terms are to be satisfied or waived at the Closing) then, each of the Parties shall be entitled to cause the other Parties to consummate the Closing by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy, this being in addition to any other remedy to which such Party is entitled at law or in equity. If any Party brings any action to enforce specifically the performance of the terms and provisions of this Agreement by the other Parties, the Termination Date shall automatically be extended by (i) the amount of time during which such action is pending, plus twenty (20) Business Days, or (ii) such other time period established by the arbitrator presiding over such action.

Section 11.11 Company Disclosure Letter.

(a) The Company Disclosure Letter has been arranged, for purposes of convenience only, in separate sections corresponding to the subsections of this Agreement. The representations and warranties contained in Article IV are subject to (a) the exceptions and disclosures set forth on the applicable section of the Company Disclosure Letter corresponding to the particular subsection of Article IV in which such representation and warranty appears; (b) any exceptions or disclosures explicitly cross-referenced on such section of the Company Disclosure Letter by reference to another section of the Company Disclosure Letter; and (c) any exception or disclosure set forth on any other section of the Company Disclosure Letter to the extent it is reasonably apparent on its face that such disclosure applies to or qualifies such other representation or warranty. No reference to or disclosure of any item or other matter in the Company Disclosure Letter shall be construed as an admission or indication that such item or other matter is material (nor shall it establish a standard of materiality for any purpose whatsoever), in the Ordinary Course of Business (nor shall it establish a standard of Ordinary Course of Business for any purpose whatsoever) or that such item or other matter is required to be referred to or disclosed in the Company Disclosure Letter. The information set forth in the Company Disclosure Letter is

disclosed solely for the purposes of this Agreement, and no information set forth therein shall be deemed to be an admission by any Party hereto to any third party of any matter whatsoever, including of any violation of applicable Law or breach of any agreement. Matters reflected in the Company Disclosure Letter are not necessarily limited to matters required by the Agreement to be reflected in the Company Disclosure Letter. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature.

(b) All information referenced as "previously disclosed to Parent", "previously disclosed to and discussed with Parent" or "previously identified to Parent", or like or similar phrases, shall for all purposes of this Agreement (including the definitions and representations and warranties to which such information relates) shall have the same effect as if disclosed in the Company Disclosure Letter.

Section 11.12 Fees and Expenses. Except as otherwise expressly set forth herein, all fees and expenses, including expenses of legal counsel, accountants and other representatives and advisors) incurred in connection with this Agreement and the Contemplated Transactions shall be paid by the Party incurring such fees and expenses, whether or not the Merger is consummated.

Section 11.13 No Director or Affiliate Liability. This Agreement may only be enforced against, and any Action based upon, arising out of, or related to this Agreement, or the negotiation, execution, or performance of this Agreement, may only be brought against the Parties and then only with respect to the specific obligations set forth in this Agreement with respect to such Party. No past, present or future director, officer, employee, incorporator, manager, member, partner, shareholder, Affiliate, trust, trustee, beneficiary, agent, attorney or other Representative of any Party or of any Affiliate of any Party, or any of their successors or permitted assigns, in its capacity as such, shall have any Liability for the Liabilities of any Party under this Agreement or for any Action based on or in respect or by reason of the Contemplated Transactions.

Section 11.14 Share Adjustments. Without limiting the other provisions of this Agreement, if, during the Pre-Closing Period, any change in the outstanding shares of capital stock of Parent, or securities convertible into or exchangeable into or exercisable for shares of such capital stock, shall occur by reason of any reclassification, recapitalization, stock split (including reverse stock split) or subdivision or combination, exchange or readjustment of shares or any stock dividend or stock distribution with a record date during the Pre-Closing Period, (a) the number of Subordinate Shares that make up Closing Share Consideration, CD Escrow Shares, General Indemnity Escrow Shares and Reorg Escrow Shares, and (b) the price per Subordinate Share in the definition of Holdback Share Value shall be appropriately adjusted to reflect such change and such adjustment shall provide the Company's Stockholders with the same economic effect as contemplated by this Agreement prior to such change; provided, however, that nothing in this Section 11.14 shall be deemed to permit or authorize Parent to effect any such change that Parent is not otherwise authorized or permitted to undertake pursuant to this Agreement, including pursuant to Section 6.4.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the day and year first above written.

PARENT:

CURALEAF HOLDINGS, INC.

By: (signed) Joseph F. Lusardi
Name: Joseph F. Lusardi
Title: President & CEO

MERGER SUB:

GREENHOUSE MERGERCO, INC.

By: (signed) Joseph F. Lusardi
Name: Joseph F. Lusardi
Title: President

COMPANY:

GR COMPANIES, INC.

By: (signed) Mitchell Kahn
Name: Mitchell Kahn
Title: President and Chief Executive Officer

SELLER REPRESENTATIVE:

GR SHAREHOLDER REPRESENTATIVE, LLC

By: (signed) Mitchell Kahn
Name: Mitchell Kahn
Title: Authorized Signatory

Exhibit A

Closing Working Capital Methodologies and Example

[omitted]

Exhibit B

Form of Letter of Transmittal

(see attached)

LETTER OF TRANSMITTAL

Shares of
Common Stock
of
GR COMPANIES, INC.

By Mail, Overnight Courier or Hand Delivery:

[_____]

***Telephone Assistance*:**

[_____]

Curaleaf Holdings, Inc.
301 Edgewater Place, Suite 405
Wakefield, Massachusetts 01880
Email: jlusardi@curaleaf.com
pclateman@curaleaf.com
Attention: Joseph Lusardi, President
Peter Clateman, EVP Business Development

Dear former GR Companies, Inc. Securityholder:

GR Companies, Inc. (the "Company") and Curaleaf Holdings, Inc. a publicly-held corporation existing under the laws of British Columbia, Canada ("Curaleaf" or "Parent") are pleased to inform you that on [_____], 20[_____] the acquisition of the Company by Parent was completed pursuant to a merger (the "Merger") of Greenhouse MergerCo, Inc., a wholly-owned subsidiary of Parent ("Merger Sub"), with and into the Company in accordance with the Agreement and Plan of Merger, dated as of July [_____], 2019 (the "Merger Agreement"), by and among Parent, Merger Sub, the Company and GR Shareholder Representative, LLC, solely in its capacity as the shareholder representative, agent and attorney-in-fact of the Participating Securityholders (the "Seller Representative"). The Company survived the Merger and is now a wholly-owned subsidiary of Parent (the "Surviving Corporation"). Capitalized terms used and not otherwise defined in this Letter of Transmittal (this "Letter of Transmittal") have the respective meanings assigned to such terms in the Merger Agreement.

By virtue of the Merger, each share (each, a "Share") of common stock, no par value, of the Company ("Common Stock") that was issued and outstanding immediately prior to the Effective Time (other than any shares of Common Stock owned by the Company or Curaleaf or any of its subsidiaries, each of which was cancelled without any further rights) have been cancelled and extinguished as of the Effective Time and has been converted into the right of the holder thereof to receive its Pro Rata Portion (as may be adjusted in accordance with the Merger Agreement) of the Merger Consideration, payable by the issuance of Subordinate Voting Shares, without par value, of Parent (the "Subordinate Shares") and the delivery of cash, at the times and otherwise in accordance with the provisions set forth in Article III of the Merger Agreement) or, as applicable with respect to Appraisal Shares, shall be entitled to the rights provided under Section 262 of the DGCL. From and after the Effective Time, the holders of shares of Common Stock ceased to have any rights with respect to such shares of Common Stock, except as otherwise provided in the Merger Agreement or under the DGCL.

At the Effective Time, Participating Securityholders became entitled to receive, in the aggregate, the Merger Consideration, including the Closing Share Consideration of an aggregate of **[_____]** Subordinate Shares and the Closing Cash Payment in an aggregate amount of U.S. $**[_____], all calculated and to be paid in accordance with the Merger Agreement.** . In addition to the Closing Share Consideration and the Closing Share Payment, there are potential additional issuances and/or payments of Subordinate Shares and cash to Participating Securityholders following the Effective Time (upon release from escrow or otherwise) as Merger Consideration, all as set forth in the Merger Agreement, including Sections 3.2, 3.3 and 3.6 thereof.

In the event of any inconsistency between the provisions of this Letter of Transmittal and those of the Merger Agreement (including the schedules and exhibits thereto), the provisions of the Merger Agreement shall govern.

To receive payment of the Merger Consideration attributable to your ownership of Shares, you MUST complete this Letter of Transmittal and deliver to the Exchange Agent this originally executed Letter of Transmittal and, as applicable:

1. with respect to any Shares you hold, your original Share Certificate (or an originally executed Affidavit of Lost, Stolen or Destroyed Certificate and Indemnity Agreement in substantially the form attached as Exhibit A hereto, if applicable); and

2. a properly completed originally executed Internal Revenue Service ("IRS") Form W-9 (or applicable IRS Form W-8 if appropriate).

Promptly after receipt by the Exchange Agent of the documents in accordance with the instructions contained herein, the Exchange Agent will deliver your Pro Rata Portion of the Merger Consideration as and when issuable or payable pursuant to the Merger Agreement.

LETTER OF TRANSMITTAL
OF GR COMPANIES, INC.

This Letter of Transmittal (the "Letter of Transmittal") is being delivered to each record holder of Shares in connection with the Merger Agreement. Pursuant to the Merger Agreement, Merger Sub (as defined herein) merged with and into the Company. Upon consummation of the Merger, Merger Sub ceased to exist and the Company became a wholly-owned subsidiary of Parent. The Company's outstanding Shares were cancelled and extinguished as of the Effective Time and converted into the right of the record holder thereof to receive its Pro Rata Portion of the Merger Consideration, payable by the issuance of Subordinate Shares and the delivery of cash, at the times and otherwise in accordance with the provisions set forth in Article III of the Merger Agreement. Capitalized terms used and not otherwise defined in this Letter of Transmittal have the respective meanings assigned to such terms in the Merger Agreement. A copy of the Merger Agreement is available on Parent's website at [_____] and a copy of the Merger Agreement and Registration Rights Agreement will be made available upon request to Parent at **[insert mailing and email addresses]**. The Merger became effective on [_____].

This Letter of Transmittal should be completed, signed and dated in the space provided on page [_____] and hand-delivered or sent by overnight courier or registered mail, return receipt requested and insured, to the Exchange Agent, along with (1) the completed, signed and dated enclosed Internal Revenue Service ("IRS") Form W-9 (or the appropriate IRS Form W-8 if you are a not a "United States person" (as defined in Section 7701(a)(30) of the Code)) (sometimes referred to herein as the "IRS Forms") and (2) if your shares of Common Stock are certificated, either the share certificate(s) (the "Share Certificates") representing your shares of Common Stock of the Company ("Shares") or, if applicable, an executed Affidavit of Lost, Stolen or Destroyed Certificate and Indemnity Agreement in substantially the form of Exhibit A attached hereto.

In addition to mailing or delivering the materials as set forth above, an electronic copy of the materials should be emailed to the Exchange Agent at [_____] to allow for faster processing.

The instructions accompanying this Letter of Transmittal should be read carefully before this Letter of Transmittal is completed. If Shares are registered in different names, a separate Letter of Transmittal must be submitted for each different registered owner.

DESCRIPTION OF SHARE CERTIFICATES SURRENDERED		
	Share Certificate(s) Enclosed (Attach additional list if necessary. See Instruction 6)	
Name(s) and Address(es) of Registered Owner(s)	Share Certificate Number(s)	Shares Represented by the Share Certificate(s)
Lost Share Certificate? If any Share Certificate(s) representing Shares which you own has been lost, stolen, misplaced or destroyed, [contact Curaleaf Holdings, Inc., at **[_____]** and] see the instructions in Instruction 7.		

In addition to the foregoing, the undersigned hereby further represents, warrants, agrees and covenants to Parent and the Surviving Corporation as follows:

I. Authorization of Letter of Transmittal.

(a) If the undersigned is not an individual: The undersigned has all requisite organizational power and authority to execute, deliver and perform this Letter of Transmittal, the Lock-Up Agreement (as defined below) and the Registration Rights Agreement (as defined below) and to consummate the transactions contemplated hereby and thereby. Subject to the foregoing, the execution and delivery of this Letter of Transmittal by the undersigned and the consummation by the undersigned of the transactions contemplated hereby and thereby have been duly and validly authorized by all required action on the part of the undersigned and no other organizational proceedings on the part of the undersigned are necessary to authorize the execution and delivery of this Letter of Transmittal or to consummate the transactions contemplated hereby or thereby.

(b) If the undersigned is an individual: The undersigned has the legal capacity to execute and deliver this Letter of Transmittal, to perform his or her obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

(c) This Letter of Transmittal has been duly executed and delivered by the undersigned and constitutes the legal, valid and binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms, except to the extent that enforcement of the rights and remedies created thereby is subject to bankruptcy, insolvency, reorganization, moratorium and other similar law of general application affecting the rights and remedies of creditors and to general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law). By signing this Letter of Transmittal, the undersigned acknowledges the Seller Representative's signature on behalf of the undersigned of (i) the lock-up agreement, in substantially the form of Exhibit B attached hereto (the "Lock-Up Agreement"), and (ii) the registration rights agreement, in substantially the form of Exhibit C attached hereto (the "Registration Rights Agreement"), and, in each case of the Lock-Up Agreement and the Registration Rights Agreement hereby agrees to be bound by the terms thereof, and entitled to the rights of the undersigned therein, to the same extent as if the undersigned were a signatory thereto, subject in all cases to the terms and conditions of, including the qualifications and limitations set forth in, the Lock-Up Agreement and the Registration Rights Agreement.

II. Title to Shares; Surrender of Share Certificates.

(a) As of the date hereof, the undersigned has good and valid title to the Shares listed in this Letter of Transmittal (the "undersigned's Shares"), in each case free and clear of all Encumbrances, other than Encumbrances imposed under the Organizational Documents of the Company, the A&R Stockholders Agreement and applicable Securities Laws.

(b) The undersigned hereby surrenders, subject to the terms and conditions of the Merger Agreement, the Share Certificate(s) representing the Shares delivered with this Letter of Transmittal in exchange for, and for the purpose of receiving, the undersigned's Pro Rata Portion of Merger Consideration payable pursuant to the Merger Agreement with respect to the Shares represented by such Share Certificates.

III. Securities Matters and Acknowledgements.

(a) The undersigned is an "accredited investor" both (i) within the meaning of Rule 501(a) of the Securities Act and (ii) as defined in Section 1.1 of National Instrument 45-106 – Prospectus Exemptions ("NI 45- 106").

(b) The undersigned is acquiring the Subordinate Shares issuable under the Merger Agreement in respect of its Pro Rata Portion of the Merger Consideration as principal for its own account and not for the benefit of any other Person, and not with a view to resale or distribution thereof in violation of applicable securities laws.

(c) The undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Subordinate Shares and it is able to bear the economic risk of loss of its entire investment.

(d) The undersigned acknowledges that the Subordinate Shares issuable under the Merger Agreement in respect of its Pro Rata Portion of the Merger Consideration have not been qualified for distribution in Canada by the filing of a prospectus with any securities commission or other securities regulatory authority.

(e) Except for the representations of Parent set forth in Sections 5.5 and 5.6 of the Merger Agreement and as provided in the Lock-Up Agreement and the Registration Rights Agreement, the undersigned acknowledges that no representation has been made respecting any restrictions on the ability of the undersigned to resell the Subordinate Shares, that such undersigned is solely responsible to find out what these restrictions are, and that such undersigned is aware that it may not be able to resell the Subordinate Shares except in accordance with Canadian securities laws and other applicable securities laws.

(f) The undersigned acknowledges that the offer and issuance of the Subordinate Shares pursuant to the Merger Agreement have not been and will not be registered under the Securities Act or the securities laws of any state and the offer and issuance of such Subordinate Shares in the United States is being made in reliance on the exemption from such registration provided by Section 4(a)(2) under the Securities Act and/or Rule 506(b) thereunder and on the basis of exemptions under, and/or preemption of, applicable state securities laws.

(g) The undersigned is not acquiring the Subordinate Shares issuable under the Merger Agreement in respect of its Pro Rata Portion of the Merger Consideration as a result of any form of directed selling efforts (as such term is defined in Rule 902(c) of Regulation S under the Securities Act) or any form of "general solicitation" or "general advertising" (as used in Rule 502(c) of Regulation D under the Securities Act), including any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, television or internet or any seminar or meeting whose attendees have been invited by "general solicitation" or "general advertising".

(h) The undersigned acknowledges that the Subordinate Shares are "restricted securities", as such term is defined under Rule 144 of the Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the Securities Act and applicable state securities laws or pursuant to exemptions from the registration requirements thereof, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Subordinate Shares absent such registration, it will not offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Subordinate Shares, except:

(1) to Parent; or

(2) outside the United States in an "offshore transaction" in compliance with the requirements of Rule 904 of Regulation S under the Securities Act, if available (or, as and to the extent applicable, other provisions of Regulation S under the Securities Act), and in compliance with applicable local laws and regulations; or

(3) in compliance with an exemption from registration under the Securities Act provided by (a) Rule 144 or (b) Rule 144A thereunder, if available, and in accordance with any applicable state securities or "Blue Sky" laws; or

(4) in any other transaction that does not require registration under the Securities Act or any applicable state securities laws; and

(5) and, in the case of subparagraph (3)(a) or (4), it has furnished to Parent an opinion of counsel selected by the undersigned and reasonably acceptable to Parent in form and substance reasonably satisfactory to Parent to such effect.

(i) The undersigned understands and acknowledges that the certificates representing the Subordinate Shares (and any replacement certificate issued prior to the expiration of the applicable hold periods), if any, will

bear a legend in in substantially the following form (provided that such legend shall be removed as provided in the Registration Rights Agreement):

"THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO A LOCK-UP AGREEMENT DATED AS OF **[_____]**, 20**[_____]** AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT WHEN RELEASED FROM SUCH LOCK-UP IN ACCORDANCE WITH THE TERMS THEREOF"

(j) The undersigned understands and acknowledges that the Subordinate Shares will upon the original issuance thereof, and until such time as the same is no longer required under the applicable requirements of the Securities Act and applicable U.S. state laws and regulations, the certificates representing the Subordinate Shares, and all securities issued in exchange therefor or in substitution thereof, will bear a legend in substantially the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT (OR, TO THE EXTENT APPLICABLE, OTHER PROVISIONS OF REGULATION S UNDER THE SECURITIES ACT) AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (i) RULE 144 OR (ii) RULE 144A THEREUNDER, IF AVAILABLE AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) WITHIN THE UNITED STATES, IN COMPLIANCE WITH ANY OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PROVIDED, IN THE CASE OF AN OFFER, SALE, ASSIGNMENT, PLEDGE, ENCUMBRANCE OR OTHER TRANSFER PURSUANT TO (C)(i) or (D), THE HOLDER SHALL HAVE PROVIDED TO THE CORPORATION AN OPINION OF COUNSEL TO THE EFFECT THAT THE PROPOSED TRANSFER MAY BE EFFECTED WITHOUT REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, WHICH OPINION AND COUNSEL MUST BE REASONABLY SATISFACTORY TO THE CORPORATION.

provided that the legend set forth above may be removed as provided in the Registration Rights Agreement).

(k) The undersigned acknowledges that, except as provided in the Registration Rights Agreement, Parent is not obligated to file, and has no present intention of filing, with the United States Securities and Exchange Commission, with any state securities regulatory authority or under Canadian Securities Laws, any registration statement or prospectus in respect of resales of the Subordinate Shares.

(l) The undersigned consents to the fact that Parent is collecting its personal information (as that term is defined under applicable privacy legislation, including, without limitation, the Personal Information Protection and Electronic Documents Act (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time), for the purpose of completing this Letter of Transmittal. The undersigned consents to Parent retaining such personal information for as long as permitted or required by law or business practices. The undersigned further consents to the fact that Parent may be required by applicable securities laws or the rules and policies of any stock exchange to provide regulatory authorities with any personal information provided by the undersigned in this Letter of Transmittal and that such information may also be provided to Parent's registrar and transfer agent and may be included in the record books. In addition to the foregoing, the undersigned agrees and acknowledges that Parent may use and disclose its personal information as follows:

(1) disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trades and similar regulatory filings;

(2) disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;

(3) disclosure to professional advisers of Parent in connection with the performance of their professional services, provided that such professional advisors are subject to an obligation of confidentiality with respect to such personal information;

(4) disclosure to a court determining the rights of the parties under this Letter of Transmittal; or

(5) for use and disclosure as otherwise required by law, including disclosure to the Canada Revenue Agency.

V. Release. Subject to the Closing and effective as of the Effective Time, the undersigned, on its own behalf and on behalf of its heirs, executors, administrators, agents, successors, permitted assigns, Subsidiaries and predecessors (each, a "Releasing Party"), hereby releases, waives and discharges Parent, Merger Sub, the Acquired Companies and the Seller Representative and their respective Affiliates, Subsidiaries, officers, directors, stockholders, partners, members, managers, agents, successors and permitted assigns (collectively, the "Released Persons") from any and all claims, actions, causes of action, demands, lawsuits, litigation, arbitration, oppositions, interferences, inquiries, investigations, audits, notices of violation, citations, summonses, subpoenas, examinations or other legal or administrative proceedings (whether sounding in contract, tort or otherwise, whether civil or criminal and whether brought at law or in equity) ("Actions"), debts, dues, sums of money, accounts, bonds, bills, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever (including those arising in contract or tort, loss of profits, interference with business contracts, interference with contractual relations, damage to business reputation, increased cost of doing business, interference with economic or business relationship or any prospect thereof, interference with expectancy of business advantage), obligations, contracts, covenants, fees, costs and any and all liabilities, interest, damages, disbursements, expenses, losses, injuries, Taxes, deficiencies, penalties, settlements, and reasonable fees, costs and expenses (including all reasonable legal, accounting, expert witness, consultant and other professional fees and all reasonable expenses and costs arising from the investigation, collection, prosecution, determination and defense of any Claims) (collectively "Losses") of any kind whatsoever (whether direct, indirect, consequential, incidental or otherwise, including legal fees incurred in connection herewith or in connection with any costs associated with appearing as a third party witness, with the enforcement of this Letter of Transmittal or the Merger Agreement and with the posting of any bond in connection with any appeal process), known or unknown, in its own right or derivatively, in Law or equity, that in any way arises from or out of, is based upon or relates to (i) the ownership of the Shares, or (ii) Claims (as defined below) in respect of a breach by the Company of its obligations, including in connection with the negotiation and execution of the Merger Agreement and the consummation of the transactions contemplated thereby (each, a "Claim" and collectively, the "Claims") that any of the Releasing Parties had, have or may have or claim to have against any of the Released Persons, in each case of every nature and extent whatsoever. This Section V is for the benefit of the Released Persons and shall be enforceable by any of them directly against the undersigned. With respect to any potential Claims, the undersigned hereby expressly waives any and all rights conferred upon it by any statute or Law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected its settlement with the Released Person. Notwithstanding the foregoing, the undersigned, on its own behalf and on behalf of each Releasing Party, does not hereby release, waive or discharge any Released Persons from (A) any claims arising out of or related to the Merger Agreement and the Ancillary Agreements and any Losses suffered by any Released Person in connection with the Merger Agreement or this Letter of Transmittal, the Lock-Up Agreement, the Registration Rights Agreement and the other Ancillary Agreements and the consummation of the transactions contemplated hereby or thereby, (B) if applicable, any rights or claims of the undersigned to employment related matters including: (i) any and all claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act (regarding existing but not prospective claims), the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act (regarding unvested benefits), the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act, the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Age Discrimination in Employment Act, the Uniform Services Employment and Reemployment Rights

Act, the Genetic Information Nondiscrimination Act, the Immigration Reform and Control Act, all state and local laws that may be legally waived, all including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released (the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this release in any manner); (ii) unpaid compensation of any type whatsoever (including but not limited to salary, wages, bonuses, commissions, incentive compensation, vacation, severance, employee benefits, expense reimbursements, or any other compensation or benefit arrangement (that may be legally released) or (C) any coverage under any applicable liability insurance policy covering the directors, officers and/or similar functionaries of any of the Released Persons in effect on, prior to, or following the date of this Letter of Transmittal or any right to indemnification under the Organizational Documents of any Released Person, in accordance with the terms of the Merger Agreement, under any indemnification agreement with any Released Person or under applicable Law. The undersigned acknowledges and covenants that (i) the undersigned has not heretofore made or filed and will not make or file any allegations or any Action against any of the Released Parties in connection with, based upon or arising out of any Claim released and discharged pursuant to this Section V, and (ii) the undersigned cannot and will not assign to any Person any Claim or rights including any Claim (or any part thereof) released or discharged pursuant to this Section V. The undersigned acknowledges and understands that the release contained herein is a condition to the issuance of any Merger Consideration to the undersigned pursuant to the Merger Agreement. Excluded from this release are Claims that are prohibited by Law from being released, compromised or exchanged.

VI. Approval of Indemnification Obligations, Escrow Agreement and Seller Representative.

(a) The undersigned hereby approves and agrees to (i) the indemnification provisions applicable to the undersigned set forth in the Merger Agreement, including without limitation Article X thereof; (ii) the entering into of the Escrow Agreement and the deposit of the Escrowed Shares and the Escrowed Cash (which shall include a Pro Rata Portion of the undersigned's Merger Consideration) on its behalf with the Escrow Agent, each in accordance with the terms of the Merger Agreement and the Escrow Agreement (and understands and agrees that the undersigned shall only be entitled to a portion of such Escrowed Shares and Escrowed Cash (if any) as and when such amounts are payable to Participating Securityholders in accordance with the Merger Agreement and the Escrow Agreement); and (iii) the contributions to and the method and form of distributions pursuant to the Escrow Agreement and the Merger Agreement to secure the consideration adjustments, indemnification and related obligations of the undersigned pursuant to the terms of the Merger Agreement.

(b) The undersigned hereby authorizes, directs and appoints GR Shareholder Representative, LLC, as the undersigned's sole and exclusive representative, agent and attorney-in-fact, with full power of substitution with respect to all matters contemplated under the Merger Agreement, to safeguard, preserve and enforce the undersigned's rights, including the Merger and the power and authority to (i) execute and deliver all documents that the Seller Representative is authorized to execute and deliver under the Transaction Documents; (ii) receive and, if applicable, forward notices and communications to the Participating Securityholders pursuant to the Merger Agreement and other Transaction Documents; (iii) following the Closing, as and to the extent provided in the Merger Agreement or any Ancillary Agreement, give or agree to, on behalf of all or any of the Participating Securityholders, any and all consents, waivers, amendments or modifications deemed by the Seller Representative, in its sole and absolute discretion, to be necessary or appropriate under the Merger Agreement to safeguard, preserve and enforce the interests and rights of the Participating Securityholders under the Merger Agreement or any Ancillary Agreement and execute and deliver any documents that may be necessary or appropriate in connection therewith; (iv) following the Closing, subject to Section 11.3 of the Merger Agreement, amend, modify or supplement the Merger Agreement or any documents to be delivered to Parent pursuant to the Merger Agreement to safeguard, preserve and enforce the interests and rights of the Participating Securityholders under the Merger Agreement or any Ancillary Agreement (v) following the Closing, with respect to Section 3.6 of the Merger Agreement, (A) dispute or refrain from disputing, on behalf of each Participating Securityholder relative to any amounts to be received by such Participating Securityholder thereunder, (B) negotiate and compromise, on behalf of each such Participating Securityholder, any dispute that may arise thereunder, and exercise or refrain from exercising any remedies available thereunder, (C) execute, on behalf of each such Participating Securityholder, any settlement agreement, release or other document with respect to such dispute or remedy; (vi) engage attorneys, accountants, agents or consultants on behalf of the Participating Securityholders in connection with the Merger Agreement or any Ancillary Agreement and paying any fees related thereto; (vii) make all other elections or

decisions that the Seller Representative is authorized to make under any Transaction Document; and (viii) perform each such act and thing whatsoever that the Seller Representative may be or is required to do, or which the Seller Representative in its sole good faith discretion determines is desirable to do, pursuant to or to carry out the intent of the Transaction Documents. The undersigned acknowledges and agrees to (A) the authority granted to the Seller Representative in connection with the Merger and (B) the exculpation and indemnification provisions in favor of the Seller Representative set forth in the Merger Agreement. The undersigned further approves the delivery to the Seller Representative of the Expense Fund to be held by it and released to the Participating Securityholders in accordance with Section 7.5(e) of the Merger Agreement.

VII. Waiver of Dissenter Rights; Additional Acknowledgements and Agreements.

(a) **By completion and delivery of this Letter of Transmittal to Parent, the undersigned hereby (i) waives all dissenters' rights or appraisal rights under applicable Delaware law in connection with the Merger and (ii) withdraws all demands for appraisal, if any, with respect to the Shares owned by the undersigned.**

(b) The undersigned is a holder of Shares and hereby acknowledges, agrees and confirms that, by executing and delivering this Letter of Transmittal, (i) the terms and conditions of the Merger Agreement, including, without limitation, the provisions relating to the adjustment of the Merger Consideration set forth in Section 3.6 of the Merger Agreement, the provisions relating to the escrow set forth in Section 3.4(a) of the Merger Agreement, and the indemnification obligations and procedures set forth in Article X of the Merger Agreement, (ii) the terms and conditions of the Registration Rights Agreement, and (iii) the terms and conditions of the Escrow Agreement, in each such case, shall be binding on the undersigned and his, her or its successor-in-interest to the same extent as if the undersigned were a party to the Merger Agreement, the Registration Rights Agreement and the Escrow Agreement, subject in all cases to the terms and conditions of, including the qualifications and limitations set forth in, the Merger Agreement, the Registration Rights Agreement and the Escrow Agreement.

(c) The undersigned will, upon request, execute and deliver any additional documents reasonably deemed by Parent or the Company, to be necessary to complete the exchange of the undersigned's Shares for the Subordinate Shares and cash representing the undersigned's Pro Rata Portion of the Merger Consideration. All authority conferred or agreed to be conferred in this Letter of Transmittal and each obligation of the undersigned hereunder and under any additional documents executed and delivered by the undersigned shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death, incapacity or bankruptcy of the undersigned.

(d) The undersigned hereby acknowledges and agrees that, upon the Effective Time, the undersigned will cease to have any rights with respect to or arising from the undersigned's Shares, except the right to receive the Merger Consideration payable in respect of such Shares following the Effective Time in accordance with, in the amounts of and at the times specified in, the Merger Agreement, the Escrow Agreement and this Letter of Transmittal. The surrender of the Shares shall become irrevocable upon the delivery of this Letter of Transmittal by the undersigned.

(e) The undersigned (i) has had an opportunity to read the Merger Agreement, the Escrow Agreement, the Lock-Up Agreement, the Registration Rights Agreement and this Letter of Transmittal, (ii) has been given the opportunity to ask questions and consult with legal counsel regarding the terms thereof and hereof, and (iii) has executed and delivered this Letter of Transmittal voluntarily.

(f) The undersigned understands that to receive payment of the Merger Consideration attributable to the undersigned's Shares, the undersigned MUST complete and deliver to the Exchange Agent this Letter of Transmittal, the Share Certificates (or an executed Affidavit of Lost, Stolen or Destroyed Certificate and Indemnity Agreement, if applicable), and the applicable IRS Forms, each duly completed and signed as applicable. All questions as to validity, form and eligibility will be determined by Parent acting reasonably and in good faith.

****

UNLESS OTHERWISE INDICATED HEREIN UNDER "SPECIAL DELIVERY INSTRUCTIONS", PLEASE ISSUE ANY AND ALL SUBORDINATE SHARES DUE TO THE UNDERSIGNED IN THE NAME OF THE

UNDERSIGNED, AND DELIVER THE SAME TO THE UNDERSIGNED AT THE ADDRESS INDICATED HEREIN.

Instructions to Parent: Please issue and deliver the Subordinate Shares and cash representing the undersigned's Pro Rata Portion of the Merger Consideration in exchange for the Share Certificates surrendered pursuant to this Letter of Transmittal to the undersigned at the address specified above *unless* otherwise indicated under Special Issuance Instructions or Special Delivery Instructions below.

SPECIAL ISSUANCE INSTRUCTIONS (See Instruction 4)	**SPECIAL DELIVERY INSTRUCTIONS (See Instruction 4)**
To be completed ONLY if the Merger Consideration to be issued and paid for the surrendered Share Certificates is to be issued in the name of someone other than the name appearing above. Name: _____ (Please Print) Address: _____ _____ _____ _____ (Tax Identification or Social Security No. of Recipient)	To be completed ONLY if the Merger Consideration to be issued and paid for the surrendered Share Certificates, issued in the name of the undersigned, is to be sent to someone other than the undersigned or to the undersigned at an address other than the address appearing above. Name: _____ (Please Print) Address: _____ _____ _____:

SIGN HERE AND COMPLETE EACH ACCOMPANYING TREASURY DEPARTMENT FORM W-9 OR APPLICABLE FORM W-8

(Signature(s) of Holder(s))
(Must be signed by registered holder(s) exactly as name(s) appear(s) on the Share Certificates)
(See guarantee requirement below)

Signature: _____

Name(s) (please print): _____

Dated: _____

Address: _____

_____

Signature: _____

Name(s) (please print): _____

Dated: _____

Address: _____

_____

If signature is by an officer on behalf of a corporation or by an executor, administrator, trustee, guardian, attorney, agent or any other person acting in a fiduciary or representative capacity, please provide the following information.)

Signature: _____

Name(s) (please print): _____

Dated: _____

Capacity (full title): _____

Address: _____

_____

INSTRUCTIONS FOR SURRENDERING SHARE CERTIFICATES

(Please read carefully the instructions below)

1. **DELIVERY OF LETTER OF TRANSMITTAL AND SHARE CERTIFICATES**. This Letter of Transmittal and the IRS Forms, each fully completed and signed as applicable, must be used in connection with the delivery and surrender of the Share Certificates. The foregoing applicable documents must be received by the Exchange Agent, in satisfactory form, in order to make an effective surrender of the Shares. The method of delivery of such documents and Share Certificates, whether by mail, air carrier, hand delivery or other method is at the election and risk of the holders of the Share Certificates. If such delivery is by mail, registered mail with return receipt requested, property insured, is recommended. Delivery of the foregoing documents may be made by mail to the Exchange Agent at the following address : [insert address].

2. **SIGNATURE ON LETTER OF TRANSMITTAL**. If this Letter of Transmittal is signed by the registered holder(s) of the Share Certificates, the signature(s) on this Letter of Transmittal must be the same as the name(s) appear(s) on the face of the Share Certificates. In case of endorsements or signatures by attorneys, executors, administrators, trustees, guardians, agents or others acting in a fiduciary or representative capacity, the Share Certificates must be accompanied by evidence satisfactory to Curaleaf of the authority of the person to make the endorsement or to sign, together with all supporting documents necessary to validate the surrender hereunder. If the Share Certificates are surrendered by two or more joint holders or owners, all such persons must sign. If the Shares are registered in different names, it will be necessary to fill in, sign and submit as many separate Letters of Transmittal as there are different registrations of the surrendered Shares.

3. **VALIDITY OF SURRENDER, IRREGULARITIES**. All questions as to validity, form and eligibility of any surrender of Share Certificates will be determined by Curaleaf. Curaleaf reserves the right to waive any irregularities or defects in the surrender of the Share Certificates. No delivery of Merger Consideration will be made to the undersigned until all irregularities have been cured or waived by Curaleaf.

4. **SPECIAL ISSUANCE AND SPECIAL DELIVERY INSTRUCTIONS**. If Merger Consideration issued in exchange for the Share Certificates are to be issued in or mailed to a different name and address from the name or address of the person(s) signing this Letter of Transmittal, fill out the applicable boxes above, entitled "SPECIAL ISSUANCE INSTRUCTIONS," "SPECIAL DELIVERY INSTRUCTIONS."

5. **ADDITIONAL COPIES**. Additional copies of this Letter of Transmittal may be obtained by contacting the Exchange Agent at the following address: [insert address].

6. **INADEQUATE SPACE**. If the space provided on this Letter of Transmittal is inadequate, the information with respect to the Share Certificates (including certificate numbers and numbers of Shares) should be listed on a separate signed schedule affixed hereto.

7. **LETTER OF TRANSMITTAL REQUIRED; SURRENDER OF SHARE CERTIFICATES; LOST SHARE CERTIFICATES**. Holders of Shares will not receive the Subordinate Shares issuable or cash payable as Merger Consideration for their Shares unless and until this Letter of Transmittal and the IRS Forms, each duly completed and signed, is delivered to the Exchange Agent, together with the Share Certificates (subject to the last sentence of this paragraph) and any required accompanying evidence of authority in form reasonably approved by Curaleaf. If any Share Certificates have been lost, stolen, misplaced or destroyed, the Affidavit of Lost, Stolen or Destroyed Certificate and Indemnity Agreement in substantially the form attached as Exhibit A hereto shall be duly completed, signed and delivered along with this Letter of Transmittal and the IRS Forms.

8. **CHANGE OF ADDRESS**. It is the responsibility of the registered owner to notify Curaleaf, in writing, by mail or hand delivery to Curaleaf at the address shown on the front page of this Letter of Transmittal, if the address of the registered owner changes subsequent to the delivery of this Letter of Transmittal.

9. **IMPORTANT TAX INFORMATION.**

   Under U.S. federal income tax law, each holder of Shares is required to provide a correct United States taxpayer identification number ("TIN") on Form W-9 (a link to such form is attached to this Letter of Transmittal) or its equivalent. If such stockholder is an individual, the TIN is the stockholder's social security number and if such stockholder is an entity, then its TIN is its employer identification number. If Curaleaf is

not provided with the correct TIN, such holder may be subject to a $50 penalty imposed by the U.S. Internal Revenue Service. In addition, payments that are made to such holder pursuant to the Merger may be subject to 24% federal income tax withholding. Failure to comply truthfully with the backup withholding requirements also may result in the imposition of criminal and/or civil fines and penalties.

Surrendering holders who are subject to backup withholding must cross out item (2) of Part 2 of Form W-9. The box in Part 3 of the form may be checked if such holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 3 is checked and Curaleaf is not provided with a TIN within 60 days, thereafter Curaleaf will withhold 24% on all payments of the Merger Consideration until a TIN is provided to Curaleaf.

Certain holders of Shares (including, among others, corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, that holder must submit a properly completed applicable U.S. Internal Revenue Service Form W-8 (a link to such form is attached to this Letter of Transmittal), signed under penalty of perjury, attesting to such holder's exempt status.

If backup withholding applies, Curaleaf is required to withhold 24% of any payments made to the holder. Backup withholding is not an additional tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the U.S. Internal Revenue Service.

To prevent backup withholding on payments that are made to a holder pursuant to the Merger, the holder is required to notify Curaleaf of its TIN by completing the form below certifying (a) that the TIN provided on Form W-9 is correct (or that such holder is awaiting a TIN), (b) that the holder is a U.S. person (which includes (i) an individual who is a citizen or resident of the United States, (ii) a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, (iii) any estate (other than a foreign estate) or (iv) a domestic trust), (c) that the holder has not been notified by the U.S. Internal Revenue Service that he is subject to backup withholding as a result of failure to report all interest or dividends, or the U.S. Internal Revenue Service has notified the holder that he is no longer subject to backup withholding, and (d) that the U.S. Foreign Account Tax Compliance Act ("FATCA") code(s), if any, entered on the form indicating that the holder is exempt from FATCA is correct.

FORM W-9

PLEASE USE THE LINK BELOW FOR ACCESS TO THE FORM W-9 AND INSTRUCTIONS

https://www.irs.gov/pub/irs-pdf/fw9.pdf

FORM W-8

(FOR FOREIGN (NON-U.S.) HOLDERS)

PLEASE USE THE LINK BELOW TO ACCESS THE INSTRUCTIONS FOR THE APPLICABLE FORM W-8

https://apps.irs.gov/app/picklist/list/formsPublications.html;jsessionid=ekqXP3uF0o0phjlxOGlbVQ__?value=w-8&criteria=formNumber&submitSearch=Find

Exhibit A

AFFIDAVIT OF LOST, STOLEN OR DESTROYED CERTIFICATE AND INDEMNITY AGREEMENT

[FORM TO BE PROVIDED]

Exhibit B

FORM OF LOCK-UP AGREEMENT

[_____], 20[_____]

Re: Lock-up Agreement

Dear Sirs/Mesdames:

1. Reference is made to the Agreement and Plan of Merger dated as of July **[_____]**, 2019 (the "Agreement"), by and among Curaleaf Holdings, Inc. ("Curaleaf" or "Parent"), Greenhouse MergerCo, Inc., GR Companies, Inc. ("Company") and GR Shareholder Representative, LLC, solely in its capacity as the representative, agent and attorney-in-fact of the Participating Securityholders.

2. Capitalized terms used but not defined herein have the meanings ascribed thereto in the Agreement, unless indicated otherwise.

3. Pursuant to the Agreement, Merger Sub has been merged with and into the Company at the Effective Time. As a result of the Merger, the separate corporate existence of Merger Sub has ceased, and the Company continues as the surviving corporation and a wholly-owned Subsidiary of Parent after the Merger.

4. In consideration for the transactions pursuant to the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [the undersigned] hereby agrees that during the period commencing on the Effective Time and ending on March 31, 2021 (as reduced below as it applies to certain of the undersigned's securities, the "Lock-up Period"), the undersigned will not, without the prior written consent of Curaleaf, directly or indirectly, offer or sell, agree to offer or sell, or enter into an arrangement to offer or sell or otherwise transfer or dispose of any of the Subordinate Voting Shares of Curaleaf acquired by the undersigned pursuant to the Merger, (collectively, the "Undersigned's Securities") or enter into any swap, forward or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of the Undersigned's Securities (regardless of whether any such arrangement is to be settled by the delivery of securities of Curaleaf, securities of another Person, cash or otherwise) or agree to do any of the foregoing or publicly announce any intention to do any of the foregoing; provided that:

    a. 15% of the Undersigned's Securities shall be released from the lock-up restrictions provided in this section 4 on the later of (i) the Closing Date and (ii) October 20, 2019;

    b. an additional 15% of the Undersigned's Securities shall be released from the lock-up restrictions provided in this section 4 on the later of (i) the Closing Date and (ii) December 31, 2019;

    c. an additional 15% of the Undersigned's Securities shall be released from the lock-up restrictions provided in this section 4 on the later of (i) the Closing Date and (ii) March 31, 2020;

    d. an additional 15% of the Undersigned's Securities shall be released from the lock-up restrictions provided in this section 4 on the later of (i) the Closing Date and (ii) June 30, 2020;

e. an additional 15% of the Undersigned's Securities shall be released from the lock-up restrictions provided in this section 4 on the later of (i) the Closing Date and (ii) September 30, 2020;

f. an additional 15% of the Undersigned's Securities shall be released from the lock-up restrictions provided in this section 4 on the later of (i) the Closing Date and (ii) December 31, 2020; and

g. the remaining 10% of the Undersigned's Securities shall be released from the lock-up restrictions provided in this section 4 on the later of (i) the Closing Date and (ii) March 31, 2021.

5. The lock-up restrictions provided in section 4 shall not apply to (a) transfers to affiliates of the undersigned, any family members of the undersigned, or any company, trust or other entity wholly owned by or maintained for the benefit of the undersigned and/or any family members of the undersigned, or for charitable purposes, (b) transfers as a distribution to limited partners, members or shareholders of the undersigned, as the case may be, (c) transfers occurring by operation of law, pursuant to a domestic relations order or in connection with transactions arising as a result of the death or incapacity of the undersigned, (d) pledges of the Undersigned's Securities as security for bona fide indebtedness of the undersigned, its family members and/or affiliates; provided, in the case of each of (a), (b), (c) and (d) (in the case of (c) to the extent permissible under applicable law or the applicable order), that any such transferee or pledgee shall first execute a lock-up agreement in substantially the form hereof covering the remainder of the Lock-up Period, as applicable, or (e) transfers or other dispositions made pursuant to a *bona fide* take-over bid made to all holders of Subordinate Voting Shares of Curaleaf or other acquisition, merger, tender or exchange offer, business combination or arrangement transaction; provided that, in the event that the take-over or other acquisition, merger, tender or exchange offer, business combination or arrangement transaction is not completed, any securities shall remain subject to the restrictions contained in this agreement. Following the expiration of each applicable Lock-Up Period, the applicable portion of the Undersigned's Securities shall be released from the lock-up restrictions automatically without the taking of any further action on the part of any party, and the related legends and stop transfer instructions shall be removed in accordance with the Registration Rights Agreement. In the event that Parent modifies or waives (orally or in writing), to the benefit of any Principal Shareholder, the terms or conditions (e.g., early release or shortened time periods) of any lock-up or other agreement similar to this lock-up agreement (or otherwise imposing obligations similar to those set forth in section 4 hereof) (an "Other Lock-up Agreement") in respect of any Subordinate Voting Shares or Multiple Voting Shares held (or otherwise beneficially owned) by such Principal Shareholder, then (y) Parent shall promptly notify the undersigned of such modification or waiver and (z) this Lock-Up Agreement shall automatically, without further action by Parent or any other Person, be deemed modified to provide for such beneficial provisions to apply to the Undersigned's Securities. In furtherance of the foregoing, and solely by way of example and not limitation, in the event that Curaleaf releases any Subordinate Voting Shares or Multiple Voting Shares held (or otherwise beneficially owned) by any Principal Shareholder that are subject to any Other Lock-up Agreement, Curaleaf shall contemporaneously release a pro rata portion of the Shares subject to this lock-up agreement (as wells as any Share issued to any other Person pursuant to the Merger Agreement). For purposes of this Agreement, the term "Principal Shareholder" shall mean each of (i) Boris Jordan and his Affiliates and Permitted Holders, (ii) the officers and directors of Curaleaf, and (iii) any holder or beneficial owner of more than 5% of the Subordinate Shares of Parent. For the avoidance of doubt, neither the foregoing nor anything else contained in this lock-up agreement, shall result in, or obligate the undersigned to agree to, any amendment or other modification of, or other change to, the provisions of this lock-up agreement that is or could be adverse to the undersigned (e.g., any extension of the lock-up periods or delay in releases therefrom).

6. For the avoidance of doubt, the lock-up restrictions shall be released in order of the issuance of the Undersigned's Securities pursuant to the Merger Agreement (e.g., the first of the Undersigned's Securities released from the lock-up restrictions set forth herein will be Shares issued to the undersigned as part of the Closing Share Consideration.

7. If, following the Effective Time, any change in the outstanding shares of Parent, or securities convertible into or exchangeable into or exercisable for shares of such capital stock, shall occur by reason of any reclassification, recapitalization, stock split (including reverse stock split) or subdivision or combination, exchange or readjustment of shares, merger or similar transaction, or any stock dividend or stock distribution with a record date after the Effective Date, the Undersigned's Securities subject to the lock-up restrictions set forth herein and the releases from such restrictions shall be appropriately adjusted to reflect such change and such adjustment shall provide the undersigned with the same economic effect as contemplated by this lock-up agreement prior to such change.

8. This lock-up agreement constitutes the full and entire understanding and agreement between the undersigned and Parent with regard to the subject matter hereof, and the undersigned shall not be liable or bound to Parent or any other Person or entity in any manner by any warranties, representations or covenants with respect to such subject matter except as specifically set forth herein.

9. This lock-up agreement shall be governed by the laws of the State of Delaware.

[signature page follows]

Yours truly,

NAME OF SECURITY HOLDER:

_____

_____ _____

(Signature of Security holder) **(Signature of Witness)**

Number of Subordinate Voting Shares of Curaleaf Holdings, Inc. subject to this lock-up agreement:

_____

[SIGNATURE PAGE TO LOCK-UP AGREEMENT]

Exhibit C

FORM OF REGISTRATION RIGHTS AGREEMENT

[INSERT REGISTRATION RIGHTS AGREEMENT]

Exhibit D

FORM OF DECLARATION AND BROKER LETTER

[FORM TO BE PROVIDED]

Exhibit C

Form of Registration Rights Agreement

(see attached)

REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of [∗], 2019, between Curaleaf Holdings, Inc., a publicly-held corporation existing under the laws of British Columbia, Canada (the "Company"), and GR Shareholder Representative, LLC, a Delaware limited liability company (the "Seller Representative"), solely in its capacity as the shareholder representative, agent and attorney-in-fact of, and acting for the benefit and on behalf of, the Holders (as defined below).

This Agreement is made pursuant to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of [∗], 2019, by and among the Company, [GR Merger Sub] Inc., a Delaware corporation that is a wholly owned subsidiary of the Company, GR Companies, Inc., a Delaware corporation, and the Seller Representative, solely in its capacity as the shareholder representative, agent and attorney-in-fact of the Participating Securityholders.

The parties accordingly agree as follows:

ARTICLE I
DEFINITIONS.

Capitalized terms used and not otherwise defined herein that are defined in the Merger Agreement shall have the meanings given such terms in the Merger Agreement. As used in this Agreement, the following terms shall have the following meanings:

1.1 "Applicable Holder" means, as of any applicable date of determination, any Holder that (i) is an officer, director or other affiliate (as defined in Rule 144 and determined in good faith by such Holder) of the Company, (ii) holds or beneficially owns (determined in a manner consistent with the provisions of Section 13(d) of the Exchange Act and comparable provisions of applicable Canadian Securities Laws) Registrable Securities representing more than fifty percent (50%) of the lesser of (A) one percent (1.0%) of the then-outstanding Shares, and (B) the average weekly volume of trading of the Shares on the Principal Market during the four (4) calendar weeks most recently completed prior to such applicable date of determination, (iii) is a member of a "group" (within the meaning set forth in Section 13(d) of the Exchange Act and applicable regulations of the Commission) that holds Registrable Securities representing more than fifty percent (50%) of the lesser of subclauses (A) and (B) in the immediately preceding clause (ii) hereof, or (iv) is a family member or affiliate of any of the foregoing. For purposes hereof, the "applicable date of determination" means, (1) in the case of a Demand Registration, the date on which a Demand Notice is delivered pursuant to Section 2.1 hereof, and (2) in the case of a Piggyback Registration, as applicable, (x) the date on which the prior written notice contemplated by Section 3.1(a) is delivered, or (y) the date on which the Piggyback Shelf Offering Notice is delivered.

1.2 "bought deal" means a public offering of securities as described in the definition of "bought deal agreement" in Section 7.1 of NI 44-101.

1.3 "Business Day" means any day other than a Saturday, Sunday or other day on which banks in New York, New York or Toronto, Canada are required or authorized to be closed.

1.4 "Canadian Dollars" means lawful money of Canada.

1.5 "Canadian Exchange" means any of the Canadian Securities Exchange (CSE), the Toronto Stock Exchange or the TSX Venture Exchange (including, in each case, any successor thereto).

1.6 "Canadian Prospectus" means any preliminary prospectus or final prospectus, and any amendments thereto, prepared, filed and receipted by the applicable Canadian Securities Regulatory Authorities, all in accordance with applicable Canadian Securities Laws.

1.7 "Canadian Securities Laws" means the securities legislation and regulations of, and the instruments, policies, rules, orders, codes, notices and interpretation notes of the Canadian Securities Regulatory Authorities and the CSE, as applicable.

1.8 "Canadian Securities Regulatory Authorities" means, collectively, the securities commissions or other securities regulatory authorities in each of the provinces and territories in Canada, and "Canadian Securities Regulatory Authority" means any one of them, as applicable.

1.9 "CDS" means Clearing and Depository Services, Inc.

1.10 "Commission" means the United States Securities and Exchange Commission.

1.11 "Company" is defined in the Preamble.

1.12 "Daily Exchange Rate" means, in relation to the conversion of Canadian Dollars into U.S. Dollars, as of any date, the daily rate of exchange for such conversion on such date as quoted by the Bank of Canada (or successor thereto) on its website, which is at www.bankofcanada.ca as of the date of this Agreement.

1.13 "Demand Notice" is defined in **Section 2.1**.

1.14 "Distribution" means the distribution of securities of the Company in one or more provinces or territories of Canada, by way of public offering pursuant to a prospectus prepared and filed in accordance with applicable Canadian Securities Laws, and "distribute" and "distributed" shall have corresponding meanings.

1.15 "DTC" means The Depository Trust Company.

1.16 "DWAC" means the Deposit/Withdrawal At Custodian system of DTC.

1.17 "Effective Date" means the date on which the Commission declares a Registration Statement effective (or a Registration Statement otherwise becomes effective under the Securities Act).

1.18 "Effectiveness Deadline" means a date no later than ninety (90) days following the Filing Deadline.

1.19 "Effectiveness Period" means the period commencing on the Effective Date and ending on the earlier of the date when all of the Registrable Securities covered by such Registration Statement have been sold or otherwise no longer meet the definition of Registrable Securities.

1.20 "Exchange Act" means the United States Securities Exchange Act of 1934, as amended (including any successor statute), and the rules and regulations promulgated by the Commission thereunder.

1.21 "Filing Deadline" means a date no later than sixty (60) days following the date of a Demand Notice; provided, that, if the Company is eligible to register for resale Registrable Securities on Form S-3 or Form F-3, "Filing Deadline" shall mean a date no later than forty-five (45) days following the date of a Demand Notice.

1.22 "Governmental Authority" means any U.S., Canadian or other non-U.S., federal, state, provincial, municipal or local governmental, regulatory, administrative or self-regulatory authority, agency, bureau, board, commission, court, judicial or arbitral body (public or private), department, political subdivision, tribunal or other instrumentality thereof, including the Canadian Securities Regulatory Authorities in the Qualifying Jurisdictions (as defined in the Merger Agreement) and the CSE.

1.23 "Holder" or "Holders" means each Participating Securityholder (as defined in the Merger Agreement) and any other Person holding Registrable Securities, or any of their respective affiliates or transferees to the extent any of them hold Registrable Securities, to which a Participating Securityholder or permitted transferee thereof assigns its rights under this Agreement in accordance with **Section 8.9**.

1.24 "Indemnified Party" is defined in **Section 7.3**.

1.25 "Indemnifying Party" is defined in **Section 7.3**.

1.26 "Initial U.S. Registration" means any listing of any of the Company's equity securities on a U.S. national securities exchange and a registration of the class of such equity securities under the Exchange Act.

1.27 "Jordan Equal Treatment Termination Date" means the first date on which none of the Jordan Related Persons holds or beneficially owns any multiple voting shares, without par value, of the Company.

1.28 "Listing Statement" means the CSE Form 2A Listing Statement of the Company dated as of October 26, 2018, as filed on such date.

1.29 "Merger Agreement" is defined in the Preamble.

1.30 "NI 44-101" means "National Instrument 44-101 – Short Form Prospectus Distributions.

1.31 "Person" means any individual or any corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, Governmental Authority or other entity of any kind.

1.32 "Principal Market" means, with respect to the Shares, the CSE; provided, that (i) if the Shares are listed on a U.S. Trading Market, then Principal Market with respect to the Shares shall mean such U.S. Trading Market, and (ii) if the Shares are listed on a Canadian Exchange, but not on a U.S. Trading Market, then Principal Market with respect to the Shares shall mean such Canadian securities exchange.

1.33 "Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

1.34 "register," "registered" and "registration" refer to a registration effected by preparing and filing one or more Registration Statements in compliance with the Securities Act, and the declaration or ordering of effectiveness of such Registration Statement(s) by the Commission (or such Registration Statement(s) otherwise becoming effective under the Securities Act).

1.35 "Registrable Securities" means (i) the Shares issued or issuable to the Participating Securityholders pursuant to the Merger Agreement, and (ii) any shares of capital stock or other securities issued or issuable in exchange for or with respect to any such Shares upon any stock split, dividend or other distribution, recapitalization, exchange, adjustment or similar event with respect to such Shares, provided, that any of the foregoing securities shall cease to be Registrable Securities upon the earliest to occur of the following: (A) such securities are sold pursuant to an effective Registration Statement; (B) such securities are sold pursuant to Rule 144; (C) such securities are eligible for sale (x) pursuant to Rule 144 without limitation or restriction thereunder and without compliance with any current public information requirements or volume or manner of sale restrictions, and (y) without compliance with any qualification or prospectus delivery requirements under Canadian Securities Laws; or (D) such securities are sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to **Section 8.9**.

1.36 "Registration Statement" means each registration statement required to be filed under the Securities Act hereunder, including the U.S. Prospectus therein, amendments and supplements to such registration statement or U.S. Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement. Notwithstanding the foregoing, Registration Statement excludes a registration statement on Form S-4 or Form S-8, or their successors, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity.

1.37 "Reporting Period" means the period beginning with the date of this Agreement and ending on the first date on which no Shares or other securities of the Company constitute Registrable Securities.

1.38 "Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

1.39 "Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

1.40 "Securities Act" means the United Securities Act of 1933, as amended (including any successor statute), and the rules and regulations promulgated by the Commission thereunder.

1.41 "Shares" means (i) the subordinate voting shares, without par value, of the Company, as further described, and having the rights, privileges and preferences set forth, in the Listing Statement, and (ii) the multiple voting shares, without par value, of the Company.

1.42 "Standard Settlement Period" means (a) the standard settlement period for trades effected by Canadian broker-dealers or (b) if any of the Shares are listed on a U.S. Trading Market, the standard settlement period for equity trades effected by U.S. broker-dealers, in each case, expressed in a number of Trading Days, as in effect on the applicable date.

1.43 "Subject Registrable Securities" means Registrable Securities held or beneficially owned (determined in a manner consistent with the provisions of Section 13(d) of the Exchange Act) by any Applicable Holder.

1.44 "Trading Day" means any day on which the Shares are traded on the principal securities exchange or securities market in the United States or Canada on which the Shares are then traded; provided that "Trading Day" shall not include any day on which the Shares are scheduled to trade, or actually trade on such exchange or market, for less than 4.5 hours.

1.45 "U.S. Dollars," "U.S. dollars," "Dollars," "dollars," "US$" and "$" each mean lawful money of the United States.

1.46 "U.S. Prospectus" means a prospectus (preliminary, final or free writing) included in, or relating to, a Registration Statement (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement, and all other amendments and supplements to the U.S. Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such U.S. Prospectus.

1.47 "U.S. Trading Market" means any of the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, the New York Stock Exchange or the NYSE American, in each case including any successor thereto.

ARTICLE II
DEMAND REGISTRATION.

2.1 Demand Notice.

(a) At any time and from time to time on or after the date that an Initial U.S. Registration shall have occurred (the "U.S. Demand Trigger Date"), the Seller Representative or the Applicable Holders holding fifty percent (50%) or more of the then-outstanding Subject Registrable Securities ("Demanding Holders"), may make a written demand for registration (a "Demand Registration") with the Commission under the Securities Act, as set forth in the Demand Notice, of all or part of their Registrable Securities (a "Demand Notice"). Within five (5) Business Days after receipt of a Demand Notice, the Company will give written notice of such demand to the Seller Representative, on behalf of all Applicable Holders other than any Demanding Holders. Each such Applicable Holder who wishes to include all or a portion of such Applicable Holder's Subject Registrable Securities in the Registration Statement shall so notify the Company and the Seller Representative within five (5) Business Days after the receipt by the Seller Representative of such notice and shall be entitled to have such Applicable Holder's Registrable Securities included in the Registration Statement, subject to **Section 2.3** and the provisos set forth in **Section 2.1(b)**. The Company shall not be obligated to effect more than one (1) Demand Registration. In the event that the Company determines to effect an Initial U.S. Registration, the Company shall provide written notice to the Seller Representative of its intention to do so, such notice to be provided a reasonable period of time prior to the date of such Initial U.S. Registration.

(b) Notwithstanding the provisions of **Section 2.1(a)**, the Company shall not be obligated to take any action to effect a registration following receipt of a Demand Notice:

(i) If the Company shall furnish to the Seller Representative, on behalf of the Applicable Holders, a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the board of directors of the Company that the Company's effecting of a registration hereunder in the near future would require disclosure of material non-public information in respect of the Company, the disclosure of which would be seriously detrimental to the Company or its shareholders, in which case the Filing Deadline shall be extended only for a period ending on the earlier of (A) the first date on which such information no longer constitutes material non-public information, and (B) the first date on which the disclosure of such information would no longer be seriously detrimental to the Company or its shareholders, but in no event shall the Filing Deadline be extended pursuant to this **Section 2.1(b)(i)** by more than ninety (90) days.

(ii) During the period starting with the date thirty (30) days prior to the Company's estimated date of filing of, and ending on the date three months immediately following the effective date of, any other registration statement filed by the Company under the Securities Act pertaining to securities of the Company, provided that (A) the Company has complied with its obligations hereunder with respect to such registration and the offering contemplated thereby, including its obligations under **Section 3.1**, and (B) the Company is actively employing in good faith all commercially reasonable efforts to cause such registration

statement to become effective, in which case the Filing Deadline shall be extended only to the end of such period.

(iii) If a Registration Statement pursuant to this **Section 2.1**, covering all of the Registrable Securities for a selling shareholder resale offering to be made on a continuous basis pursuant to Rule 415, has been declared effective and remains effective.

2.2 Registration. In the case the Company shall receive a Demand Notice, the Company shall effect such Demand Registration in respect of all of the Subject Registrable Securities of the Applicable Holders requesting inclusion of their Subject Registrable Securities in such Demand Registration on a Registration Statement covering the Registrable Securities for a selling shareholder resale offering to be made on a continuous basis pursuant to Rule 415. Each Registration Statement shall be on Form S-3 or F-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-3 or F-3, in which case such registration shall be on another appropriate form). The Company shall promptly notify the Seller Representative of the effectiveness of a Registration Statement within one (1) Business Day of the Effective Date. Notwithstanding the registration obligations set forth in this **Article II**, in the event the Commission informs the Company that all of the Subject Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale on a single registration statement, the Company agrees to promptly (i) inform the Seller Representative, (ii) use its commercially reasonable efforts to file amendments to the Registration Statement as required by the Commission and/or (iii) withdraw the Registration Statement and file a new registration statement (a "New Registration Statement"), in either case covering the maximum number of Subject Registrable Securities permitted to be registered by the Commission, on Form S-3 or F-3 or such other form available to register for resale the Subject Registrable Securities as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use its commercially reasonable efforts to advocate with the Commission for the registration of all of the Subject Registrable Securities. In the event the Company amends the initial Registration Statement or files a New Registration Statement, as the case may be, under clauses (ii) or (iii) above, the Company will use its commercially reasonable efforts to file with the Commission, as promptly as allowed by the Commission or Commission guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-3 or F-3 or such other form available to register for resale all of those Subject Registrable Securities that were not registered for resale on the original Registration Statement, as amended, or the New Registration Statement.

2.3 Effective Registration. A registration will not count as a Demand Registration until the Registration Statement filed with the Commission with respect to such Demand Registration has been declared effective, and the Company has complied in all material respects with all of its obligations under this Agreement with respect thereto; provided, that, if after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other Governmental Authority or court, the Registration Statement with respect to such Demand Registration will be deemed not to have been declared effective, unless and until (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) the Seller Representative, on behalf of the Demanding Holders, thereafter elects to proceed with the Demand Registration.

ARTICLE III
COMPANY REGISTRATION

3.1 Notice of Registration. If at any time or from time to time the Company shall (A) determine to register any of its Shares for resale for the account of its security holders (including, for the avoidance of doubt, where such Shares are being registered together with Shares being registered for the account of the Company), whether pursuant to the exercise of demand registration rights by other holders of Company securities or otherwise, other than (i) a registration on Form S-8 (or any similar successor form) relating solely to employee benefit plans, or (ii) a registration on Form F-4 or S-4 relating solely to a business combination transaction, or (B) file with one or more Canadian Securities Regulatory Authorities, a preliminary prospectus relating to the resale of Subject Registrable Securities by its security holders, the Company shall:

(a) promptly give to the Seller Representative prior written notice of such proposed registration (which notice shall be given in any event a sufficient number of days prior to the filing of the applicable Registration Statement or preliminary prospectus to permit the Applicable Holders to exercise their respective rights hereunder) and offer the Applicable Holders the right to include any of their Subject Registrable Securities in the proposed registration.

(b) except as set forth in **Section 3.2**, use its commercially reasonable efforts to include in such registration or include in the securities offered by the Canadian preliminary prospectus, and any related qualification under blue sky laws or other compliance (a "Piggyback Registration"), and in any underwriting involved therein, all Subject Registrable Securities as are specified in a written request or requests, actually received by the Company within ten (10) Business Days after receipt of such written notice from the Company (or, in the case of a bought deal, within two (2) Business Days after receipt of written notice from the Company of its intention to complete a Canadian secondary bought deal offering), by a Holder. Notwithstanding the foregoing, the Company shall be required to include Registrable Securities pursuant to a Piggyback Registration under Canadian Securities Laws only for purposes of an underwritten secondary offering or other marketed Distribution of Shares by shareholders of the Company pursuant to Canadian Securities Laws.

(c) Notwithstanding anything to the contrary in this Agreement, if the Company receives a draft bought deal letter relating to an offering of Shares (including a resale of Shares by the Company's shareholders) (a "Bought Deal Letter"), the Company shall provide written notice to the Seller Representative, on behalf of all Applicable Holders, within one (1) day of receipt of such draft Bought Deal Letter.

(d) Notwithstanding anything to the contrary in this Agreement, the right of any Applicable Holder to participate in a Piggyback Registration in Canada shall be conditioned upon such Applicable Holder's Registrable Securities being held through a CDS participant or broker eligible to trade securities in CDS.

3.2 Underwritten or Other Brokered Offerings.

(a) If the registration or qualification for Distribution, as applicable, of which the Company gives notice is for a registered public offering or qualification for Distribution involving an underwriting or other brokered offering, the Company shall so advise the Seller Representative as a part of the written notice given pursuant to **Section 3.1**. In such event the right of any Applicable Holder to registration pursuant to **Section 3.1** shall be conditioned upon such Applicable Holder's participation in such underwriting or other brokered offering and the inclusion of such Applicable Holder's Subject Registrable Securities in the underwriting or other brokered offering to the extent provided herein. Each Applicable Holder proposing to distribute such Applicable Holder's securities through such underwriting or other brokered offering shall (together with the Company and the other holders distributing their securities through such underwriting or other brokered offering) enter into, directly or by way of power of attorney (as applicable), an underwriting or other applicable investment banking agreement in customary form with the managing underwriter selected for such underwriting or other brokered offering and such other documents required under the terms of such underwriting or other applicable investment banking arrangements, including, without limitation, powers of attorney and escrow agreements; provided, that no holder of Registrable Securities included in any underwritten or other brokered offering shall be required to make any representations or warranties to the Company or the underwriters other than representations and warranties regarding such holder, such holder's ownership of its Shares to be sold in the offering and such holder's intended method of distribution, or to undertake any indemnification obligations to the Company or the underwriters or other investment banks with respect thereto, except as otherwise provided in **Article VII**.

(b) Notwithstanding any other provision of **Article III**, if the managing underwriter determines that marketing factors (including an adverse effect on the per share offering price) require a limitation of the number of Shares to be underwritten (such maximum number, the "Maximum Number of Shares"), the managing underwriter may limit the Registrable Securities and other Shares to be included in such registration or qualification for Distribution, as applicable, it being understood that if the registration or qualification for Distribution, as applicable, includes an underwritten primary public offering for the Company's account, then the Maximum Number of Shares shall be allocated as follows: (i) first, the Company securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; and (ii) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (i), the Company securities, if any, including the Registrable Securities, as to which registration or qualification for Distribution, as applicable, has been requested pursuant to this Agreement and other written contractual piggy-back registration rights of security holders (pro rata in accordance with the number of securities elected to be included in such registration, or qualification for Distribution, as applicable, regardless of the number of Company securities with respect to which such Persons have the right to request such inclusion) that can be sold without exceeding the Maximum Number of Shares; provided, that, to the extent that, prior to the Jordan Equal Treatment Termination Date, the Persons contemplated by clause (ii) exercising piggy-back registration rights include any Jordan Related Persons, the Maximum Number of shares shall instead be allocated pursuant to the foregoing clause (ii) as follows: (x) second to the aggregate of the Shares for the account of the Jordan Related Persons and the Registrable Securities as to which registration or qualification for Distribution, as applicable, has been requested by such Persons (pro rata in accordance with the Shares (including the Registrable Securities) elected to be included in such registration or

qualification for Distribution, as applicable, by such Persons), that can be sold without exceeding the Maximum Number of Shares, and (y) third to any other Shares requested to be included in such registration or qualification for Distribution, as applicable. For purposes hereof, "Jordan Related Persons" means the Permitted Holders (as defined in the Company's articles of incorporation) and any other affiliates of Boris Jordan (excluding, for the avoidance of doubt, the Company).

(c) Notwithstanding any other provision of **Article III**, if the managing underwriter determines that marketing factors (including an adverse effect on the per share offering price) require a limitation of the number of Shares to be underwritten, the managing underwriter may limit the Registrable Securities and other Shares to be included in such registration or qualification for Distribution, as applicable, it being understood that if the registration or qualification for Distribution, as applicable is an underwritten public offering on behalf of holders of the Company's securities, then the Maximum Number of Shares shall be allocated as follows: (i) first, the Shares for the account of the demanding Persons that can be sold without exceeding the Maximum Number of Shares; (ii) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (i), the securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (iii) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (i) and (ii), the Company securities, if any, including the Registrable Securities, as to which registration or qualification for Distribution, as applicable, has been requested pursuant to written contractual piggy-back registration rights of security holders (pro rata in accordance with the number of Company securities elected to be included in such registration or qualification for Distribution, as applicable, regardless of the number of securities with respect to which such Persons have the right to request such inclusion) that can be sold without exceeding the Maximum Number of Shares; and (iv) fourth, to any other Shares requested to be included in such registration; provided, that, prior to the Jordan Equal Treatment Termination Date, (A) in the event that the demanding Persons contemplated by clause (i) include any Jordan Related Persons, clause (i) shall instead mean, first to the aggregate of the Shares for the account of the Jordan Related Persons and the Registrable Securities as to which registration has been requested by such Persons (pro rata in accordance with the Shares (including the Registrable Securities) elected to be included in such registration by such Persons), that can be sold without exceeding the Maximum Number of Shares, and (B) in the event the demanding Persons contemplated by clause (i) do not include any Jordan Related Persons and the Persons exercising contractual piggy-back registration rights contemplated by clause (iii) include any Jordan Related Persons, clause (iii) shall instead mean, third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (i) and (ii), to the aggregate of the Shares for the account of the Jordan Related Persons and the Registrable Securities as to which registration has been requested by such Persons (pro rata in accordance with the Shares (including the Registrable Securities) elected to be included in such registration by such Persons), that can be sold without exceeding the Maximum Number of Shares; provided, further, that, in the event that the demanding Persons contemplated by clause (i) includes any Acquisition Person, clause (i) shall instead mean, first to the aggregate of the Shares for the account of the Acquisition Persons and the Registrable Securities as to which registration has been requested by such Persons (pro rata in accordance with the Shares (including the Registrable Securities) elected to be included in such registration by such Persons), that can be sold without exceeding the Maximum Number of Shares. For purposes

hereof, "Acquisition Person" means any Person to which the Company grants, during the Reporting Period, registration rights in respect of Shares or any other securities of the Company issued as consideration for the acquisition (by way of merger, amalgamation, plan of arrangement or otherwise), in whole or in part, of any Person, all or any portion of any Person's business, or all or substantially all of the assets of any Person or division thereof.

The Registrable Securities so excluded or withdrawn shall also be excluded or withdrawn from registration or qualification for Distribution, as applicable.

(d) At any time that a Registration Statement filed pursuant to Rule 415 covering the Registrable Securities is effective and the Company, on behalf of holders of securities of the Company, whether pursuant to the exercise of demand registration rights by other holders of Company securities or otherwise, intends to effect an underwritten offering of any securities of the Company of the type included on such Registration Statement (including, for the avoidance of doubt, where such securities are being offered together with securities being offered for the account of the Company) (a "Piggyback Shelf Offering"), the Company shall promptly deliver to each of the Applicable Holders a notice (a "Piggyback Shelf Offering Notice") stating such intention. In connection with any such Piggyback Shelf Offering, the Company shall permit each Applicable Holder to include its Registrable Securities in the Piggyback Shelf Offering if such Applicable Holder notifies the Company within five (5) Business Days after its receipt of the Piggyback Shelf Offering Notice. In connection with the Company's delivery of a Piggyback Shelf Offering Notice pursuant to this **Section 3.2(d)** and a Piggyback Shelf Offering, the Company shall amend or supplement the Registration Statement as may be necessary in order to enable the Subject Registrable Securities to be distributed pursuant to the Piggyback Shelf Offering. In connection with any such Piggyback Shelf Offering, in the event that the managing underwriter or underwriters determines that marketing factors (including an adverse effect on the per share offering price) require a limitation on the number of shares which would otherwise be included in the Piggyback Shelf Offering, the managing underwriter or underwriters may limit the number of Shares which would otherwise be included in such Piggyback Shelf Offering in the same manner as is described in **Section 3.2(b)** or **Section 3.2(c)**, as applicable, with respect to a limitation of Shares to be included in an underwritten public offering.

3.3 Company Termination of Registration. The Company reserves the right to terminate any registration under this **Article III** at any time and for any reason without liability to the Company or any Holder.

3.4 Withdrawal. Any Applicable Holder may elect to withdraw such Applicable Holder's request for inclusion of Registrable Securities in any Piggyback Registration pursuant to this **Article III** by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement or Canadian Prospectus.

3.5 Selling Shareholder Questionnaire. Each Applicable Holder desiring to have its Registrable Securities included in a Registration Statement or Canadian preliminary prospectus under this Agreement agrees to furnish to the Company a completed selling shareholder questionnaire in the form attached as **Exhibit A** (the "Selling Shareholder Questionnaire") at least two (2) Business Days prior to the filing of such Registration Statement or Canadian

preliminary prospectus (provided, that, for a Canadian secondary bought deal offering, the Selling Shareholder Questionnaire shall be received within the same two (2) Business Day deadline set forth in **Section 3.1(b)** hereof). The Company shall notify the Seller Representative, on behalf of the Applicable Holders, if it requires additional information regarding any Applicable Holder, the Registrable Securities held by such Applicable Holder and the intended method of disposition of the Registrable Securities held by it that is not contained in the Selling Shareholder Questionnaire, which additional information shall be completed and delivered to the Company promptly following such request if such information is required to effect and/or maintain the effectiveness of the registration of such Registrable Securities. Each Holder further agrees that it shall not be entitled to be named as a selling securityholder in the Registration Statement or Canadian preliminary prospectus or use the U.S. Prospectus or Canadian preliminary prospectus for offers and resales of Registrable Securities at any time, unless such Holder has returned to the Company a completed and signed Selling Shareholder Questionnaire and a response to any requests for further information as described in the previous sentence. If an Applicable Holder returns a Selling Shareholder Questionnaire or a request for further information, in either case, after its deadline, the Company shall use its commercially reasonable efforts at the expense of the Applicable Holder who failed to return the Selling Shareholder Questionnaire or to respond for further information to take such actions as are required to name such Applicable Holder as a selling security holder in the Registration Statement or Canadian preliminary prospectus or any pre-effective or post-effective amendment thereto and to include (to the extent not theretofore included) in the Registration Statement or Canadian preliminary prospectus the Registrable Securities identified in such late Selling Shareholder Questionnaire or request for further information. Each Holder acknowledges and agrees that the information in the Selling Shareholder Questionnaire or request for further information as described in this **Section 3.5** will be used by the Company in the preparation of the Registration Statement or Canadian preliminary prospectus and hereby consents to the inclusion of such information in the Registration Statement or Canadian preliminary prospectus.

3.6 Material Non-Public Information. Notwithstanding anything to the contrary in **Section 4.1(i)**, at any time after the effective date of the applicable Registration Statement, the Company may delay the disclosure of material non-public information concerning the Company if the disclosure of such information at the time is not, in the good faith judgment of the Board of Directors of the Company, in the best interests of the Company and not, in the opinion of counsel to the Company, otherwise required (a "Grace Period"); provided, however, the Company shall (i) promptly notify the Seller Representative in writing of the existence of material non-public information giving rise to a Grace Period (provided that the Company shall not disclose the content of such material non-public information to the Seller Representative or a Holder) or the need to file a post-effective amendment, as applicable, and the date on which such Grace Period will begin, and (ii) as soon as such date may be determined, promptly notify the Seller Representative in writing of the date on which the Grace Period ends; provided, further, that (A) no single Grace Period shall exceed thirty (30) consecutive days, and (B) during any three hundred sixty-five (365) day period, the aggregate of all Grace Periods shall not exceed an aggregate of sixty (60) days (each Grace Period complying with all of the requirements of this **Section 3.6** being an "Allowable Grace Period"). In the event the Company does disclose the content of such material non-public information that is the subject of subpart (i) above to the Seller Representative or a Holder without its consent, without limiting any rights or remedies of any of the Holders hereunder or otherwise, the Company shall make public disclosure of such

material non-public information within two (2) Trading Days of such disclosure and no Grace Period shall apply. For purposes of determining the length of a Grace Period, the Grace Period shall be deemed to begin on and include the date the Seller Representative receives the notice referred to in clause (i) above and shall end on and include the later of the date the Seller Representative receives the notice referred to in clause (ii) above and the date referred to in such notice; provided, however, that no Grace Period shall be longer than an Allowable Grace Period. Upon expiration of the Grace Period, the Company shall again be bound by the first sentence of **Section 4.1(i)** with respect to the information giving rise thereto unless such material non-public information is no longer applicable.

ARTICLE IV
REGISTRATION PROCEDURES

4.1 Registration Procedures. If and whenever the Company is required by the provisions of **Articles II or III** hereof to effect the registration or qualification for Distribution, as applicable, of any Registrable Securities under the Securities Act or applicable Canadian Securities Laws, as applicable, the Company shall use its commercially reasonable efforts to effect the registration or qualification for Distribution, as applicable, of the Registrable Securities in accordance with the terms hereof and the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

(a) the Company shall (i) promptly prepare and file with the Commission or the Canadian Securities Regulatory Authorities, as applicable, a Registration Statement or Canadian preliminary prospectus, as applicable, with respect to such Registrable Securities (and, in the case of a Demand Registration, in no event later than the applicable Filing Deadline), which shall include a "plan of distribution," approved by Legal Counsel (as defined below) in the case of a Demand Registration, and with the consultation of Legal Counsel in the case of a Piggyback Registration or Piggyback Shelf Offering, (ii) use its commercially reasonable efforts to respond as promptly as possible to any comments received from the Commission and/or the applicable Canadian Securities Regulatory Authorities, upon a review of the Registration Statement and/or Canadian preliminary prospectus, and (iii) use its commercially reasonable efforts to cause such Registration Statement or Canadian preliminary prospectus to become effective as soon as practicable after such filing (and in the case of a Demand Registration, in no event later than the applicable Effectiveness Deadline). Following the resolution or clearance of all comments of the Commission on any Registration Statement or Canadian preliminary prospectus, as applicable, or, if applicable, following notification by the Commission that any such Registration Statement or Canadian preliminary prospectus, as applicable, or any amendment thereto will not be subject to review, the Company shall, as promptly as practicable, file a request for acceleration of effectiveness of such Registration Statement (to the extent applicable) to cause such Registration Statement to become effective as of a time and date not later than two (2) Trading Days after the submission of such request. As promptly as practicable after such Registration Statement becomes effective and/or the date that the applicable Canadian Securities Regulatory Authorities have indicated on SEDAR that the Company is clear to file final materials, including the Canadian final prospectus, the Company shall file with the Commission or the applicable Canadian Securities Regulatory Authorities, as applicable, in accordance with Rule 424 under the Securities Act or applicable Canadian Securities Laws, as applicable, the final prospectus to be used in connection with sales pursuant to such Registration

Statement or Canadian Prospectus, as applicable. The Company shall keep each Registration Statement effective for the Effectiveness Period with respect thereto. The Company shall ensure that each Registration Statement and Canadian Prospectus (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company shall have no obligation to verify information provided by any Holder in writing for inclusion in a such Registration Statement or Canadian Prospectus;

(b) prepare and file with the Commission and/or the applicable Canadian Securities Regulatory Authorities such amendments and supplements to such Registration Statement and the U.S. Prospectus or Canadian Prospectus, as applicable, used in connection therewith as may be necessary to comply with the provisions of the Securities Act and Canadian Securities Laws with respect to the disposition of all Registrable Securities covered by such Registration Statement or Canadian Prospectus, as applicable, and to keep such Registration Statement or Canadian Prospectus, as applicable, effective until the expiration of the Effectiveness Period applicable to such Registration Statement or Canadian Prospectus, as applicable;

(c) subject to **Article V** hereof, the Seller Representative, on behalf of the Holders holding a majority-in-interest of the Registrable Securities to be registered under a Registration Statement or Canadian Prospectus, as applicable, pursuant to this Agreement, shall have the right to select one United States legal counsel and/or one Canadian legal counsel to review (as applicable) and oversee any registration or qualification for Distribution, as applicable, pursuant to this Agreement (collectively, the "Legal Counsel"), which, for the United States, shall be Katten Muchin Rosenman LLP, and for Canada shall be Dentons Canada LLP, or in each case, such other counsel as thereafter designated by the Seller Representative. The Company and Legal Counsel shall reasonably cooperate with each other in performing the Company's and the Holders' respective obligations under this Agreement;

(d) the Company shall permit Legal Counsel to review and comment upon a Registration Statement and/or Canadian Prospectus for a reasonable number of days prior to its filing with the Commission or the applicable Canadian Securities Regulatory Authorities, as applicable (and, in respect of a Canadian bought deal offering, the Seller Representative shall provide comments on such Registration Statement or Canadian preliminary prospectus, on behalf of the Applicable Holders, within three (3) Business Days of receipt of the draft Canadian preliminary prospectus in order for the Company to comply with its requirements to file the Canadian preliminary prospectus within four (4) Business Days from the signature of the Bought Deal Letter in accordance with NI 44-101). The Company shall promptly furnish to Legal Counsel, without charge, copies of any correspondence from the Commission and/or the applicable Canadian Securities Regulatory Authorities to the Company or its representatives relating to any Registration Statement or Canadian preliminary prospectus, and shall provide Legal Counsel with a reasonable opportunity to review and comment upon the Company's responses to any such correspondence (provided that the Company shall not provide to any Holder any portion of any correspondence that contains material non-public information in the context of U.S. securities laws or its equivalent under Canadian Securities Laws), and the

Company shall consider any comments provided by Legal Counsel or the Seller Representative in good faith. Notwithstanding anything herein to the contrary, Legal Counsel and the Seller Representative shall have the right to approve of any content included in a Registration Statement or Canadian Prospectus, correspondence or related offering materials that relates to or describes the Holders whose Registrable Securities are included in such Registration Statement or Canadian Prospectus, the securities beneficially owned or being offered or sold by such Holders;

(e) furnish or make available to Legal Counsel and the Seller Representative, without charge, such number of copies of the Registration Statement and the U.S. Prospectus included therein (including each preliminary U.S. Prospectus and any amendments and supplements to the Registration Statement and the U.S. Prospectus) or Canadian Prospectus, as applicable, and such other documents as any such Person reasonably may request to facilitate the public sale or disposition of the Registrable Securities covered by such Registration Statement or Canadian Prospectus, as applicable;

(f) in the event of a registration under the Securities Act, use its commercially reasonable efforts to (i) register or qualify, unless an exemption from registration and qualification applies, the resale by Holders' Registrable Securities covered by such Registration Statement or Canadian Prospectus, as applicable, under the securities or "blue sky" laws of such jurisdictions within the United States as the Seller Representative, on behalf of the Holders, may reasonably request, and (ii) prepare and file in those jurisdictions such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Effectiveness Period, provided, however, that the Company shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction in which it has not currently so consented. The Company shall promptly notify Legal Counsel and the Seller Representative of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction in the United States or applicable Canadian Securities Laws or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose;

(g) list the Registrable Securities covered by such Registration Statement with any U.S. Trading Market on which the Shares are then listed, and cause the Shares to remain listed on a Principal Market at all times during the Reporting Period; provided, that, the Company shall cause the Shares to continue to be listed on a Canadian Exchange following the U.S. Demand Trigger Date at least until the date that is ninety (90) days following the U.S. Demand Trigger Date;

(h) promptly notify Legal Counsel and the Seller Representative in writing (each such notice to Legal Counsel and each of the Holders, a "Suspension Notice") of the occurrence of a Discontinuation Event (as defined below), as promptly as practicable after becoming aware of such Discontinuation Event;

(i) promptly notify Legal Counsel and the Seller Representative of the happening of any event as a result of which the Registration Statement or the U.S. Prospectus

contained therein or the Canadian Prospectus, as applicable, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the U.S. Prospectus, in the light of the circumstances under which they were made) not misleading, and the Company shall promptly prepare a supplement or amendment to such Registration Statement or U.S. Prospectus or Canadian Prospectus, as applicable, so that, as thereafter delivered to the purchasers of Registrable Securities, such Registration Statement or U.S. Prospectus or Canadian Prospectus, as applicable, shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statement therein (in the case of the U.S. Prospectus, in the light of the circumstances under which they were made) not misleading. The Company shall also promptly notify Legal Counsel and the Seller Representative in writing when a U.S. Prospectus or any U.S. Prospectus supplement, or amendment or supplement to a Canadian Prospectus, or post-effective amendment has been filed, and when a Registration Statement or Canadian Prospectus or any post-effective amendment has become effective (notification of such effectiveness shall be promptly delivered to Legal Counsel and the Seller Representative);

(j) use its commercially reasonable efforts to prevent the issuance of any stop order, cease trade order or other suspension of effectiveness of the Registration Statement or Canadian Prospectus, as applicable (other than during an Allowable Grace Period), or the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to use its commercially reasonable efforts to obtain the withdrawal of such order or suspension as soon as practicable and to notify Legal Counsel and the Seller Representative that hold Registrable Securities being sold of the issuance of such order or suspension and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose;

(k) the Company shall hold in confidence and not make any disclosure of information concerning a Holder provided to the Company pursuant to this Agreement unless (i) disclosure of such information is necessary to comply with United States federal or state securities laws and/or applicable Canadian Securities Laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement or Canadian Prospectus, (iii) the release of such information is ordered pursuant to a subpoena or order from a court or government body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement. The Company agrees that it shall, upon learning that disclosure of such information concerning a Holder is sought in or by a court or government body of competent jurisdiction or through other means, give prompt written notice to the Seller Representative, on behalf of such Holder, and allow such Holder, at such Holder's expense, to undertake appropriate action as permitted by applicable law to prevent disclosure of, or to obtain a protective order for, such information;

(l) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such Registration Statement or Canadian Prospectus, as applicable;

(m) (i) the Company shall ensure that the Shares shall be eligible for clearing through CDS, and (ii) at any time after any Initial U.S. Registration, (A) the Company shall use its commercially reasonable efforts to ensure that the Shares shall be eligible for clearing through DTC, and (B) the Company shall participate in the Direct Registration System (DRS) of DTC with respect to the Shares;

(n) to the extent applicable, facilitate the timely preparation and delivery of the Registrable Securities to be offered pursuant to a Registration Statement or Canadian Prospectus, as applicable, and enable such Registrable Securities to be in such names and denominations or amounts, as the case may be;

(o) if requested by a Holder in the case of a Demand Registration, the Company shall as soon as reasonably practicable (i) incorporate in a prospectus supplement or post-effective amendment, if applicable, such information as a Holder reasonably requests to be included therein relating to such Holder and such Holder's Registrable Securities; (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement if reasonably requested by a Holder holding any such Registrable Securities;

(p) during the Reporting Period, the Company shall (i) timely (if, and only at such time as, the Shares are then listed on a Canadian Exchange and the Company is current in its reporting obligations under Canadian Securities Laws, giving effect to any extensions pursuant to Rule 12b-25 under the Exchange Act, as applicable) file (A) all reports, schedules, forms, statements and other documents required to be filed by it under Canadian Securities Laws, and (B) following the date of the Initial U.S. Registration, all reports, schedules, forms, statements and other documents required to be filed with the Commission, and (ii) not terminate its status as an issuer required to file such reports, schedules, forms, statements and other documents under Canadian Securities Laws and/or the Exchange Act, as applicable.

ARTICLE V
REGISTRATION EXPENSES.

5.1 Registration Expenses. All expenses relating to registrations, filings, qualifications and offerings pursuant to **Articles II**, **III** and **IV** hereof, including, without limitation, all registration, filing and listing application fees, costs of distributing any prospectuses and supplements thereto, printing expenses, fees and disbursements of counsel and independent public accountants for the Company, fees and expenses (including counsel fees) incurred in connection with complying with state securities or "blue sky" laws, fees of FINRA, transfer taxes and fees of transfer agents and registrars, and all fees and expenses in connection with the Company's satisfying its obligation under **Section 4.1(g)** (collectively, the "Registration Expenses") shall be borne by the Company. The obligation of the Company to bear the Registration Expenses shall apply irrespective of whether a registration becomes effective, is withdrawn or suspended, is converted to another form of registration and irrespective of when any of the foregoing shall occur. The Company shall also reimburse the Seller Representative and the Holders for the reasonable fees and disbursements of Legal Counsel in connection with registrations, filings, qualifications or offerings pursuant to **Articles II**, **III** and **IV** hereof.

5.2 Selling Expenses. All underwriting discounts and selling commissions applicable to the sale of Registrable Securities shall be borne by the Holders selling such Registrable Securities.

ARTICLE VI
RESTRICTIVE LEGENDS.

6.1 Acknowledgement.

(a) For the avoidance of doubt, the Company hereby acknowledges its obligations under, and agrees that the Company is bound by and subject to, each Letter of Transmittal (each, a "Letter of Transmittal") and Lock-Up Agreement (each, a "Lock-Up Agreement"), in each case, delivered in connection with the consummation of the transactions contemplated by the Merger Agreement, including the Company's obligations with respect to the release of Shares from restrictions imposed by each of the Lock-Up Agreements and the Company's agreements under Section 5 of each of the Lock-Up Agreements.

(b) The Company hereby covenants, acknowledges and agrees that, to the extent any Shares issuable pursuant to the Merger Agreement are issued after such time as any of the U.S. Unrestricted Conditions or the Lock-Up Unrestricted Condition (each as defined below) is satisfied with respect to such Shares, then the Company shall issue such Shares free of the U.S. Securities Legend and/or the Lock-Up Legend (each as defined below), as applicable, in a manner consistent with **Section 6.2** hereof.

6.2 Removal of Restrictive Legends.

(a) With respect to each Holder, the certificates (or electronic book entries, if applicable) evidencing such Holder's Registrable Securities shall not contain or be subject to (and such Holder shall be entitled to removal of) the restrictive legend (the "U.S. Securities Legend") with respect to registration requirements under the Securities Act and U.S. state securities laws set forth in Section III(h) of such Holder's Letter of Transmittal, and shall not be subject to any stop transfer instructions imposed by the Company or the transfer agent for the Shares with respect to U.S. securities laws: (i) while a Registration statement covering the resale of such security pursuant to a selling shareholder resale offering to be made on a continuous basis pursuant to Rule 415 is effective, (ii) while any other registration statement (including a Registration Statement) covering the resale of such security is effective under the Securities Act and the Company receives confirmation that such Registrable Securities have been sold, or (iii) if Holder provides customary paperwork to the effect that it has (A) sold, or (B) is substantially contemporaneously selling (and in the case of subclause (B), such additional representations, covenants and/or agreements reasonably requested by the Company's legal counsel), such Registrable Securities pursuant to Rule 144, or (iv) if at any time on or after the Closing Date (as defined in the Merger Agreement) that such Holder certifies that it is not an affiliate of the Company (within the meaning of Rule 144) and that such Holder's holding period for purposes of Rule 144 with respect to such Registrable Securities is at least twelve (12) months (or six (6) months if the Company is, and shall have been for a period of at least ninety (90) days, subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act), or (v) if such Holder provides a declaration, substantially in the form of **Exhibit B** hereto, to the effect that such

Registrable Securities have been, are being or will be sold in accordance with Rule 904 of Regulation S under the Securities Act, or (vi) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) as adopted and/or issued after July 1, 2019, as set forth in a legal opinion, in form and substance reasonably acceptable to the Company, delivered by Katten Muchin Rosenman LLP or such other counsel to such Holder that is reasonably acceptable to the Company (collectively, the "U.S. Unrestricted Conditions"). The Company shall cause its U.S. counsel to issue a legal opinion to the transfer agent, if required, for the Shares promptly after such time as any of the U.S. Unrestricted Conditions has been satisfied.

(b) With respect to each Holder, the certificates (or electronic book entries, if applicable) evidencing such Holder's Registrable Securities shall not, with respect to such Holder's Registrable Securities subject to a hold period contemplated by Section 4 of such Holder's Lock-Up Agreement, contain or be subject to (and such Holder shall be entitled to removal of) the restrictive legend (the "Lock-Up Legend") set forth in Section 4 of such Holder's Lock-Up Agreement, and shall not be subject to any stop-transfer instructions with respect thereto, if applicable, on or after the expiration of the applicable hold period contemplated by Section 4 of such Holder's Lock-Up Agreement (the occurrence of the expiration of each applicable hold period, a "Lock-Up Unrestricted Condition"), and upon the satisfaction of each Lock-Up Unrestricted Condition, the Company shall cause its transfer agent for the Shares to effect the issuance of such Registrable Securities without the Lock-Up Legend or removal of the Lock-Up Legend to the extent required or requested as set forth below.

(c) The Company agrees that if both the Lock-Up Unrestricted Condition and any of the U.S. Unrestricted Conditions have been satisfied with respect to a Holder's Registrable Securities, it will not later than the number of Trading Days comprising the Standard Settlement Period following the date of the delivery by Holder to the Company or the transfer agent for the Shares of a certificate (or electronic book entries, if applicable) representing such Registrable Securities, as applicable, issued with a restrictive legend (the "Share Delivery Date"), deliver or cause to be delivered to such Holder or such Holder's designated broker a certificate (or electronic transfer or DRS statement) representing such Registrable Securities that is free from all restrictive and other legends (or similar notations); provided, that, at the written request of such Holder to the Company, the Company shall cause the transfer agent for the Shares to electronically transmit such Registrable Securities to such Holder or such Holder's designated broker by the Share Delivery Date through CDS (to the extent such Holder or such Holder's designated broker, as applicable, is eligible to receive such Registrable Securities through CDS) or, following the U.S. Demand Trigger Date, through DRS or by crediting the account of such Holder's designated broker with DTC through its DWAC system (to the extent such designated broker is eligible to receive such Registrable Securities through DTC).

ARTICLE VII
INDEMNIFICATION.

7.1 Company Indemnification. In the event any Registrable Securities are included in a Registration Statement or Canadian Prospectus pursuant to this Agreement, the Company shall indemnify and hold harmless each Holder, and its officers, directors, partners, managers, members, investment managers, employees, affiliates, agents and representatives of, and each

other Person, if any, who controls, such Holder within the meaning of the Securities Act, the Exchange Act or applicable Canadian Securities Laws (each a "Holder Indemnified Person") against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement or expenses (collectively, "Losses"), to which such Holder, or any of such Persons may become subject under the Securities Act or Canadian Securities Laws or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement or Canadian Prospectus under which such Registrable Securities were registered or qualified for Distribution under the Securities Act or applicable Canadian Securities Laws pursuant to this Agreement, any U.S. Prospectus contained in the Registration Statement or otherwise relating thereto, or any amendment or supplement thereof, or any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of any U.S. Prospectus, in the light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, or applicable "blue sky laws or Canadian Securities Laws. Subject to **Section 7.3**, the Company shall reimburse the Holder Indemnified Persons, promptly as such expenses are incurred and are due and payable, for any legal or other expenses incurred by them in connection with investigating or defending any such Loss or action; provided, however, that the Company shall not be liable under this **Section 7.1** in any such case if and to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated in a Registration Statement, U.S. Prospectus or Canadian Prospectus so made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of such Holder specifically for use in any such document.

7.2 Holder Indemnification. Each Holder of Registrable Securities included in a Registration Statement or Canadian Prospectus pursuant to this Agreement shall indemnify and hold harmless the Company, its officers who sign the Registration Statement or Canadian Prospectus, its directors and each other Person, if any, who controls the Company within the meaning of the Securities Act, the Exchange Act or applicable Canadian Securities Laws, against any Losses to which the Company or any of such Persons may become subject under the Securities Act or Canadian Securities Laws or otherwise, to the extent, and only to the extent, such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a U.S. Prospectus, in the light of the circumstances under which they were made) not misleading in a Registration Statement or Canadian Prospectus so made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of such Holder specifically for use in any such document; and, subject to **Section 7.3**, shall reimburse the Company and each such Person for any reasonable legal or other expenses incurred by them in connection with investigating or defending any such Loss or action; provided, however, that the indemnity agreement contained in this **Section 7.2** and the agreement with respect to contribution contained in **Section 7.4** shall not apply to amounts paid in settlement of any Losses or actions if such settlement is effected without the prior written

consent of such Holder, which consent shall not be unreasonably withheld; provided, further, that a Holder shall be liable under this **Section 7.2** for only that amount of any Losses as does not exceed the net proceeds to such Holder as a result of the sale of Registrable Securities pursuant to the Registration Statement or Canadian Prospectus giving rise to such indemnification obligation.

7.3 Indemnification Procedures. Promptly after receipt by a party entitled to claim indemnification hereunder (an "Indemnified Party") of notice of the commencement of any action, such Indemnified Party shall, if a claim for indemnification in respect thereof is to be made against a party hereto obligated to indemnify such Indemnified Party (an "Indemnifying Party"), notify the Indemnifying Party in writing thereof, but the omission so to notify the Indemnifying Party shall not relieve it from any liability which it may have to such Indemnified Party other than under this **Section 7.3** and shall only relieve it from any liability which it may have to such Indemnified Party under this **Section 7.3** if and to the extent the Indemnifying Party is materially prejudiced in its ability to defend such action or proceeding by such omission. In case any such action shall be brought against any Indemnified Party and it shall notify the Indemnifying Party of the commencement thereof, the Indemnifying Party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel satisfactory to such Indemnified Party, and, after notice from the Indemnifying Party to such Indemnified Party of its election so to assume and undertake the defense thereof, the Indemnifying Party shall not be liable to such Indemnified Party under this **Section 7.3** for any legal expenses subsequently incurred by such Indemnified Party in connection with the defense thereof; if the Indemnified Party retains its own counsel, then the Indemnified Party shall pay all fees, costs and expenses of such counsel; provided, however, that, if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be reasonable defenses available to it which are different from or additional to those available to the Indemnifying Party or if the interests of the Indemnified Party reasonably may be deemed to conflict with the interests of the Indemnifying Party, the Indemnified Party shall have the right to select one separate counsel and to assume such legal defenses and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the Indemnifying Party as incurred. The Indemnifying Party shall keep the Indemnified Party reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a full release from all liability with respect to such Losses or which includes any admission as to fault, culpability or failure to act on the part of such Indemnified Party.

7.4 Contribution. To the extent any indemnification by an Indemnifying Party is prohibited or limited by law, the Indemnifying Party agrees to, in lieu of indemnifying such Indemnified Party, make the maximum contribution with respect to any amounts for which it would otherwise be liable under this **Article VII** to the fullest extent permitted by law; provided, however, that, in any such case, (i) no Holder shall be required to contribute any amount in excess of the net amount of proceeds received by such Holder from the sale of such Registrable Securities pursuant to such Registration Statement, less the amount of any damages that such

Holder has otherwise been required to pay in connection with such sale (including any payments pursuant to this **Article VII**); and (ii) no Person involved in the sale of Registrable Securities that is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act and/or Section 400 of the Canadian Criminal Code, as applicable) in connection with such sale shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

7.5 Survival. The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of securities.

ARTICLE VIII
MISCELLANEOUS.

8.1 Liquidity Participation Rights. In the event that, at any time prior to the Jordan Equal Treatment Termination Date, the Company promotes, sponsors or is otherwise directly involved, in any material respect, in an offering of its securities or other transaction (each, a "Liquidity Transaction") which has the purpose or effect of providing liquidity with respect to any Shares held or beneficially owned by any of the Jordan Related Persons (other than a Piggyback Registration as set forth in, and pursuant to which the Company complies with its obligations under, **Article III** hereof), each of the Holders shall have the right, with respect to its Registrable Securities, to participate in such Liquidity Transaction on a pro rata basis, and the Company shall provide such notices, make such filings, and take such other actions as shall be reasonably necessary or advisable to facilitate the participation by such Holders in any such Liquidity Transaction on such basis.

8.2 Discontinued Disposition. Each Holder agrees by its acquisition of Registrable Securities that, upon receipt of a Suspension Notice from the Company of the occurrence of a Discontinuation Event (as defined below), such Holder shall forthwith discontinue disposition of such Registrable Securities under the applicable Registration Statement (provided that, in the case of an event contemplated by clause (iii) of the definition of "Discontinuation Event" below, such restriction on dispositions of Registrable Securities shall apply only with respect to the jurisdiction issuing the notification contemplated thereby) until the Seller Representative's, on behalf of such Holder, receipt of the copies of the supplemented U.S. Prospectus or amended Registration Statement or Canadian Prospectus, as applicable, or until the Seller Representative or the Holder is advised in writing by the Company that the use of the applicable Registration Statement and U.S. Prospectus or the applicable Canadian Prospectus may be resumed. The Company may provide appropriate stop orders to enforce the provisions of this **Section 8.2**. For purposes of this Agreement, a "Discontinuation Event" shall mean (i) any request by the Commission, any Canadian Securities Regulatory Authority or any other Governmental Authority, during the period of effectiveness of a Registration Statement or Canadian Prospectus, as applicable, for amendments or supplements to such Registration Statement, U.S. Prospectus or Canadian Prospectus, as applicable, or for additional information; (ii) the issuance by the Commission, a Canadian Securities Regulatory Authority or any other Governmental Authority of any stop order or cease trade order suspending the effectiveness of such Registration Statement or Canadian Prospectus, as applicable, covering any or all of the Registrable Securities

or the initiation of any Proceedings for that purpose; (iii) the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and/or (iv) the occurrence of any event or circumstance which necessitates the filing of an amendment or supplement to the Registration Statement or related U.S. Prospectus or the Canadian Prospectus, as applicable, or any document incorporated or deemed to be incorporated therein by reference, so that, in the case of the Registration Statement or U.S. Prospectus or Canadian Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the U.S. Prospectus, in the light of the circumstances under which they were made) not misleading.

8.3 Material Non-Public Information. Notwithstanding anything herein to the contrary, other than to a Holder in such Holder's capacity as a director or officer of the Company, the Company shall not, and shall cause its affiliates, advisors and agents not to, provide any material non-public information regarding the Company or its securities to any of the Holders without the prior written consent of such Holder.

8.4 Entire Agreement. This Agreement, the Merger Agreement and each of the other Transaction Documents (as defined in the Merger Agreement) set forth the entire agreement of the parties with respect to the subject matter hereof. No provision of this Agreement may be explained or qualified by any prior or contemporaneous understanding, negotiation, discussion, conduct, or course of conduct or by any trade usage, and, except as otherwise expressly stated herein or therein, there is no condition precedent to the effectiveness of any provision hereof. No party has relied on any representation, warranty, or agreement of any Person in entering this Agreement, the Merger Agreement or any of the other Transaction Documents, except those expressly stated herein and therein.

8.5 Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Agreement shall become effective upon delivery to each party of an executed counterpart or the earlier delivery to each party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.

8.6 Amendments; Waivers; Remedies.

(a) This Agreement cannot be amended, except by a writing signed by the Company and the Seller Representative. No provision hereof can be waived, except by a writing signed by the party against whom such waiver is to be enforced, and any such waiver shall apply only in the particular instance in which such waiver shall have been given. Any amendment effected in accordance with this **Section 8.6** shall be binding upon each Holder and the Company. No such amendment shall be effective to the extent it applies to less than all of the holders of the Registrable Securities.

(b) Neither any failure or delay in exercising any right or remedy hereunder or in requiring satisfaction of any condition herein nor any course of dealing shall constitute a

waiver of or prevent any party from enforcing any right or remedy or from requiring satisfaction of any condition. No notice to or demand on a party waives or otherwise affects any obligation of that party or impairs any right of the party giving such notice or making such demand, including any right to take any action without notice or demand not otherwise required by this Agreement. No exercise of any right or remedy with respect to a breach of this Agreement shall preclude exercise of any other right or remedy, as appropriate to make the aggrieved party whole with respect to such breach, or subsequent exercise of any right or remedy with respect to any other breach.

(c) Except as otherwise expressly provided herein, no statement herein of any right or remedy shall impair any other right or remedy stated herein or that otherwise may be available. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security or proving actual damages), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law or in equity.

(d) Notwithstanding anything contained elsewhere herein, neither shall any party seek, nor shall any party be liable for, punitive or exemplary damages, under any tort, contract, equity, or other legal theory, with respect to any breach (or alleged breach) of this Agreement or any provision hereof or any matter otherwise relating hereto or arising in connection herewith, except to the extent actually awarded, and required to be paid by an Indemnified Party, to a Governmental Authority or other third party.

8.7 Notices. Any notice hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: if by hand or recognized courier service, by 4:00PM on a Business Day, addressee's day and time, on the date of delivery, and otherwise on the first Business Day after such delivery; if by fax or e-mail, on the date that transmission is confirmed electronically, if by 4:00PM on a Business Day, addressee's day and time, and otherwise on the first Business Day after the date of such confirmation; or five days after mailing by certified or registered mail, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

To Company, at:

Curaleaf Holdings, Inc.
301 Edgewater Place, Suite 405
Wakefield, Massachusetts 01880
Email: [redacted – email addresses]
Attention: Joseph Lusardi, President
Peter Clateman

with a copy to (which shall not constitute notice):

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154

Email: bmehlman@loeb.com;
njacobson@loeb.com
Attention: Barry T. Mehlman
Nancy S. Jacobson

with a copy to (which shall not constitute notice):

Stikeman Elliott LLP
1155, René-Lévesque Blvd. West
41st Floor
Montréal, Québec H3B 3V2
Email: [redacted – email addresses]
Attention: [redacted – names of individuals]

To the Seller Representative at:

[*]
Attention: GR Shareholder Representative, LLC
Email:

with a copy to (which shall not constitute notice):

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693
Email: mark.grossmann@kattenlaw.com;
mark.wood@kattenlaw.com
Attention: Mark R. Grossmann
Mark D. Wood

with a copy to (which shall not constitute notice):

Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre Toronto, ON M5K 0A1 Canada
Email: eric.foster@dentons.com;
Attention: Eric Foster

To any other Person who is then a registered Holder, at the address of such Holder as it appears in the stock transfer books of the Company or at such other address as any such Holder shall specify to the others in accordance with these notice provisions, together with a copy of any such notice to the Seller Representative (which shall not constitute notice).

8.8 Governing Law; Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to the principles of

conflicts of laws thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be subject to the exclusive jurisdiction of the State and Federal courts sitting in New York County, New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the State and Federal courts sitting in New York County, New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. The parties hereby waive all rights to a trial by jury. If either party shall commence an action or proceeding to enforce any provisions of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

8.9 Assignment of Registration Rights. The rights under this Agreement shall be automatically assignable by the Holders to any transferee or assignee of all or any portion of such Holder's Registrable Securities if: (i) the Holder agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company after such transfer or assignment; (ii) the Company is, after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee, and (b) the securities with respect to which such registration rights are being transferred or assigned; and (iii) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is limited or restricted under the Securities Act, applicable state securities laws or applicable Canadian Securities Laws; and (iv) the transferee or assignee agrees to be bound by all of the applicable provisions contained herein.

8.10 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto and each of the Holders, including without limitation and without the need to execute this Agreement or a joinder hereto, subsequent Holders of Registrable Securities, which Holders are express beneficiaries hereunder, and, solely to the extent provided in **Article VII** hereof, the Indemnified Parties.

8.11 Further Assurances. Each party shall execute and deliver such documents and take such action, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and to effectuate the transactions contemplated by this Agreement.

8.12 Holders. The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder, and no provision of this Agreement, the Merger Agreement

or any of the other Transaction Documents is intended to confer any obligations on any Holder vis-à-vis any other Holder. Nothing contained herein, in the Merger Agreement or in any of the other Transaction Documents, and no action taken by any Holder pursuant hereto or thereto (including the designation, appointment and delegation of power and authority to the Seller Representative), shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein. Without limiting the foregoing, nothing herein, in the Merger Agreement or in any of the other Transaction Documents give, or shall be deemed to give, any Holder the right to control or effect, or act in concert with respect to, the voting, acquisition, disposition or holding of any equity securities of the Company after the date hereof.

8.13 Other Registration Rights. The Company shall not grant any Person any registration rights with respect to Shares or any other securities of the Company that are inconsistent with the priorities in respect of underwritten offerings set forth in **Section 3.2(b)** and **Section 3.2(c)** hereof.

8.14 Interpretation. Unless the context otherwise requires, (i) all references to Sections, Exhibits or Annexes are to Sections, Exhibits or Annexes contained in or attached to this Agreement, (ii) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, and (iii) the use of the word "including" in this Agreement shall be by way of example rather than limitation.

8.15 Payments. All payments hereunder shall be made in U.S. Dollars. If any amount to be paid hereunder is calculated in Canadian Dollars, such amount shall be converted into U.S. Dollars at the Daily Exchange Rate as of the Business Day immediately preceding the date on which such payment is due.

8.16 Seller Representative.

(a) In furtherance of Section 7.5 of the Merger Agreement, Seller Representative, in its capacity as the shareholder representative, agent and attorney-in-fact of, and acting for the benefit and on behalf of, the Participating Securityholders and the Holders, shall have the power and authority to: (i) receive and, if applicable, forward notices and communications to the Holders pursuant to this Agreement; (ii) give or agree to, on behalf of all or any of the Holders, any and all consents, waivers, amendments or modifications deemed by the Seller Representative, in its sole and absolute discretion, to be necessary or appropriate under this Agreement to safeguard, preserve and enforce the interests and rights of the Holders under this Agreement and execute and deliver any documents that may be necessary or appropriate in connection therewith; (iii) subject to **Section 8.6**, amend, modify or supplement this Agreement or any documents to be delivered to the Company pursuant to this Agreement to safeguard, preserve and enforce the interests and rights of the Holders under this Agreement; (iv) engage attorneys, accountants, agents or consultants on behalf of the Holders in connection with this Agreement and paying any fees related thereto; (v) make all other elections or decisions that the Seller Representative is authorized to make hereunder; and (vi) perform each such act and thing whatsoever that the Seller Representative may be or is required to do, or which the Seller

Representative in its sole good faith discretion determines is desirable to do, pursuant to or to carry out the intent of this Agreement.

(b) Section 7.5(d) of the Merger Agreement is hereby incorporated by this reference, *mutatis mutandis*.

[Balance of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

CURALEAF HOLDINGS, INC.

By: _____
Name:
Title:

SELLER REPRESENTATIVE:

By: _____
Name:
Title:

Exhibit A

Selling Shareholder Questionnaire

The undersigned beneficial owner (the "Selling Shareholder") of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement. The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Shareholder

_____

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

_____

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

_____

2. Address for Notices to Selling Shareholder:

_____
_____
_____
Telephone: _____
Fax: _____
Contact Person: _____

3. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ☐ No ☐

(b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes ☐ No ☐

Note: If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes ☐ No ☐

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ☐ No ☐

Note: If "no" to Section 3(d), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Selling Shareholder.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Purchase Agreement.

(a) Type and Amount of other securities beneficially owned by the Selling Shareholder:

_____

_____

(b) Number of Common Shares to be registered pursuant to this Notice for resale:

_____

_____

5. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years (excluding any relationship with GR Companies, Inc., a Delaware corporation, or any of its subsidiaries prior to the Closing Date (as defined in the Merger Agreement)).

State any exceptions here:

_____

_____

****

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date: _____ Beneficial Owner: _____

By: _____
Name:
Title:

PLEASE FAX A COPY (OR EMAIL A .PDF COPY) OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO: [_____].

Exhibit B

FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: [TRANSFER AGENT]
AND TO: Curaleaf Holdings, Inc. (the "Company")

The undersigned (A) acknowledges that the sale of _____ (the "Securities") of the Company to which this declaration relates has been or will be made in reliance on Rule 904 of Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and (B) certifies that (1) the undersigned is not (a) an "affiliate" of the Company (as defined in Rule 405 under the U.S. Securities Act), except solely by virtue of being an officer or director of the Company, (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; (2) either the offer of such Securities was not made or will not be made to a person in the United States and either (a) at the time the buy order was or will be originated, the buyer was or will be outside the United States, or the seller and any person acting on its behalf reasonably believed or will reasonably believe that the buyer was or will be outside the United States, or (b) the transaction was or will be executed on or through the facilities of the Canadian Securities Exchange or another "designated offshore securities market" (as defined in Rule 902 of Regulation S) and neither the seller nor any person acting on its behalf knows or will know that the transaction has been or will be prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any "directed selling efforts" (as defined in Rule 902 of Regulation S) in the United States in connection with the offer and sale of such Securities; (4) the sale of the Securities was or will be bona fide and not for the purpose of "washing off" the resale restrictions imposed because the Securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace the Securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities; and (6) the contemplated sale is not or will not be a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S.

Dated: _____

X_____
Signature of individual (if Seller **is** an individual)

X_____
Authorized signatory (if Seller is **not** an individual)

_____
Name of Seller (**please print**)

_____
Name of authorized signatory (**please print**)

_____

Official capacity of authorized signatory(**please print**)

Exhibit D

Form of Voting Agreement

(see attached)

VOTING AGREEMENT

This Voting Agreement (this "***Agreement***") is made as of ●, 2019, by and among Curaleaf Holdings, Inc., a publicly-held corporation existing under the laws of British Columbia, Canada ("***Curaleaf***" or "***Parent***"), [Boris Jordan][1] (the "***Voting Person***") and GR Shareholder Representative, LLC, a Delaware limited liability company (the "***Seller Representative***"), solely in its capacity as the shareholder representative, agent and attorney-in-fact of the Participating Securityholders (as defined in the Merger Agreement).

RECITALS

A. Curaleaf, Greenhouse MergerCo, Inc., a Delaware corporation that is a direct wholly owned subsidiary of Curaleaf ("***Merger Sub***"), GR Companies, Inc. (the "***Company***"), a Delaware corporation, and the Seller Representative have entered into an Agreement and Plan of Merger dated as of July [●], 2019 (the "***Merger Agreement***"), whereby Merger Sub has agreed to merge with and into the Company such that following the Merger, the Company will be a wholly-owned subsidiary of Curaleaf. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Merger Agreement.

B. Under the Merger Agreement and subject to the conditions set forth therein and herein, the Core Securityholders collectively have the right to designate one individual to serve on the board of directors of Curaleaf (the "***Board***") and one individual to be an observer to the Board, in each case subject to the terms and conditions set forth in the Merger Agreement.

C. The Seller Representative, in its capacity as the shareholder representative, agent and attorney-in-fact of the Participating Securityholders, Curaleaf and the Voting Person (the "***Parties***") desire to enter into this Agreement to set forth their agreements and understandings with respect to how the subordinate voting shares and multiple voting shares of Curaleaf (respectively, the "***Subordinate Shares***" and the "***Multiple Voting Shares***" and collectively, the "***Shares***") held directly or indirectly by the Voting Person or otherwise controlled by Affiliates of Boris Jordan will be voted in connection with the director and observer designation right granted to the Core Securityholders under the Merger Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Voting Covenant.

(a) For so long as (i) the Voting Person and his Affiliates and any of Boris Jordan's Permitted Holders own Multiple Voting Shares that have not converted into Subordinate Shares (the "***Jordan Shares***") and (ii) the Core Securityholders (and their Related Parties) continue

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[1] **Note to Draft**: Separate voting agreements to be signed by Boris Jordan and any Permitted Holder or Related Party of his that holds the Shares as of the Closing.

to hold at least (A) fifty percent (50%) of the Subordinate Shares issued to such Core Securityholders pursuant to the Merger Agreement (the "***Core Securityholders' Shares***"), then the Core Securityholders shall have the right to appoint one individual to serve on the Board and one individual to serve as an observer to the Board, or (B) twenty-five percent (25%) of the Core Securityholders' Shares, then the Core Securityholders shall have the right to appoint one individual to serve as an observer to the Board.

(b) To effectuate the foregoing, the Voting Person agrees to vote, or cause to be voted, all the Shares he owns, or over which he has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or annual and special meeting of the shareholders of Curaleaf (collectively, the "***Shareholders***") at which an election of directors is held, or in connection with any other election of directors of Curaleaf by shareholders of Curaleaf (by written consent or otherwise) (any such meeting or other election, a "***Director Election Meeting***") the board designee of the Core Securityholders (as identified in writing by the Seller Representative) is elected to the Board (including, for the avoidance of doubt, by voting all such Shares FOR the election of such director designee, provided that such director designee is eligible and qualified to serve as director of Curaleaf pursuant to the Director Requirements (as defined in the Merger Agreement).

(c) The Parties agree not to take any actions that would materially and adversely affect the provisions of this Agreement and the intention of the Parties with respect to the composition of the Board as herein stated.

2. Resignation, Death, Incapacity or Disqualification of Nominee. The Voting Person acknowledges and agrees to the provisions set forth in Section 7.10 of the Merger Agreement related to the designation, appointment, resignation, death, incapacity or disqualification of a Director Designee, Designated Director or Observer Designee.

3. Manner of Voting. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted or required by applicable law.

4. Termination. This Agreement shall terminate upon the earlier to occur of the following:

(a) the written consent of the Parties to terminate this Agreement;

(b) the Voting Person and his Affiliates ceasing to own any Multiple Voting Shares or the conversion of all such Multiple Voting Shares into Subordinate Shares; or

(c) the Core Securityholders ceasing to hold at least 50% of the Core Securityholders' Shares.

5. Amendment; Waiver. Except as otherwise provided herein, any provision of this Agreement may be amended, or the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Parties.

6. Notices. Except as otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or otherwise delivered by facsimile transmission, by hand, by messenger or by electronic mail, addressed:

(a) if to Curaleaf, to:

301 Edgewater Place, Suite 405
Wakefield, Massachusetts 01880
Attn: Joseph Lusardi and Peter Clateman

(b) if to the Voting Person, to:

[NTD: address of the Voting Person to be inserted.]

(c) if to the Seller Representative or the Core Securityholders, to:

GR Shareholder Representative, LLC
[NTD: Address of Shareholder Representative to be inserted.]

with a copy (which shall not constitute notice) to:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693
Email: mark.grossmann@kattenlaw.com;
mark.wood@kattenlaw.com
Attention: Mark R. Grossmann
Mark D. Wood

Any notice, request, demand, claim or other communication required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered personally, delivered by internationally recognized courier service or sent by email. Any such notice, request, demand, claim or other communication shall be deemed to have been delivered and given (a) when delivered, if delivered personally or by an internationally recognized courier service, or (b) the day of sending, if sent by email prior to 5:00 p.m., New York City Time on any Business Day, or the next succeeding Business Day if sent by email after 5:00 p.m., New York City Time, on any Business Day or on any day other than a Business Day, and shall be addressed as follows.

7. Severability. In the event that any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

9. Governing Law. This Agreement shall be governed in all respects by the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflict of laws provisions.

10. Successors and Assigns; Assignment. This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred or delegated by any Party without the prior written consent of the other Parties. Notwithstanding the foregoing, to the extent the Voting Person transfers any of his Shares to any Affiliate or Permitted Holder, then the Voting Person covenants and agrees to cause such transferee to agree, in writing, to be bound by the terms of this Agreement as if such transferee were the Voting Person hereunder.

11. Other Matters. This Agreement shall not affect the rights of the Voting Person with respect to voting on any matters on which the Shareholders are entitled to vote, whether granted by law or by Curaleaf's articles, as amended from time to time, except with respect to the election of the board designee of the Core Securityholders.

12. Further Instruments and Actions. Each Party agrees to execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

13. Share Adjustments. At any time following the date hereof, any change in the outstanding shares of Curaleaf, or securities convertible into or exchangeable into or exercisable for such shares, shall occur by reason of any reclassification, recapitalization, stock split (including reverse stock split) or subdivision or combination, exchange or readjustment of shares, merger or similar transaction, or any stock dividend or stock distribution with a record date following the date hereof, the number of Subordinate Shares that make up Core Securityholders' Shares and the number of Multiple Voting Shares that make up the Jordan Shares shall be appropriately adjusted to reflect such change and such adjustment shall provide the Core Securityholders with the same rights and privileges as contemplated by this Agreement prior to such change.

14. Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any Party upon any breach, default or noncompliance by another Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any Party's part of any breach, default or noncompliance under this Agreement or any waiver on such Party's part of any provisions or conditions of the Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement by law, or otherwise afforded to any Party, shall be cumulative and not alternative.

15. Specific Performance. Notwithstanding anything in this Agreement to the contrary, the Parties agree that irreparable damage would occur in the event that any of the obligations, undertakings, covenants or agreements contained in this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, without any bond or other security being required, and to enforce specifically the terms

and provisions of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy, this being in addition to any other remedy to which the Parties are entitled at law or in equity.

16. Entire Agreement; Third Party Beneficiaries. This Agreement, together with the Merger Agreement, constitute the full and entire understanding and agreement among the Parties with regard to the subject matter hereof and thereof, and no Party shall be liable or bound to any other Party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein. The Parties agree that Core Securityholder (including his or her heirs, executors or administrators) is intended to be, and shall be, a third party beneficiary of this Agreement and shall be entitled to enforce the same (including as provided in Section 15).

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Agreement will become effective when duly executed and delivered by each Party. Counterpart signature pages to this Agreement may be delivered by electronic delivery (i.e., by email of a PDF signature page) and each such counterpart signature page will constitute an original for all purposes.

18. Certain Defined Terms. As used herein,

(a) "***Members of the Immediate Family*"** means with respect to any individual, each parent (whether by birth or adoption), spouse or child (including any step-child) or other descendants (whether by birth or adoption) of such individual, each spouse of any of the aforementioned persons, each trust created solely for the benefit of such individual and/or one or more of the aforementioned persons, and each legal representative of such individual or of any aforementioned persons (including without limitation a tutor, curator, mandatary due to incapacity, custodian, guardian or testamentary executor), acting in such capacity under the authority of the law, an order from a competent tribunal, a will or a mandate in case of incapacity or similar instrument. For the purposes of this definition, a person shall be considered the spouse of an individual if such person is legally married to such individual, lives in a civil union with such individual or is the common law partner (as defined in the *Income Tax Act* (Canada) as amended from time to time) of such individual. A person who was the spouse of an individual within the meaning of this paragraph immediately before the death of such individual shall continue to be considered a spouse of such individual after the death of such individual; and

(b) "***Permitted Holders***" means (a) Boris Jordan and any Members of the Immediate Family of Boris Jordan, and (b) any Person controlled, directly or indirectly by one or more of the Persons referred to in clause (a) above.

[*Signature page follows*]

This Voting Agreement is hereby executed as of the date first set forth above.

CURALEAF HOLDINGS, INC.

By:_____
Name:
Title:

GR SHAREHOLDER REPRESENTATIVE, LLC
solely in its capacity as the Seller Representative

By:_____
Name:
Title:

VOTING PERSON:

_____
[BORIS JORDAN][_____]