

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is made as of October __, 2023 (the “Effective Date”) by and among Big Perm’s Dispensary Ohio, LLC, an Ohio limited liability company (“Seller”), and New Gen. Holdings, Inc., a Wyoming corporation (“Buyer”).

RECITALS

WHEREAS, Seller is in the business of operating medical marijuana dispensaries located at [Redacted: Commercially Sensitive Information] (the “[Location 1] Location”) and [Redacted: Commercially Sensitive Information] (the “[Location 2] Location”) (collectively, the “Locations”);

WHEREAS, Buyer and Seller intend to enter into this Agreement pursuant to which Seller proposes to sell to Buyer, and Buyer proposes to purchase from Seller, the Purchased Assets (as defined below) (the “Transaction”);

WHEREAS, Buyer will provide some support services to Seller pursuant to a Support Services Agreement between Buyer and Seller (the “SSA”) and Buyer will loan to Seller certain funds for the operation of the Business (as that term is defined below) during the Term (as that term is defined below) pursuant to a Loan and Security Agreement;

WHEREAS, the Parties acknowledge that [Redacted: Confidential Information] (“Lienholder”) filed liens against the Locations arising out of the Construction Costs (as that term is defined below) (the “Lienholder Liens”) and in consideration of payment of the Construction Costs in accordance with Section 2.4 below, [Lienholder] has agreed to release the [Lienholder] Liens (the “Lien Releases”), as set forth in a side letter agreement between [Lienholder] and Seller (the “Construction Costs Letter”); and

WHEREAS, the Parties acknowledge that [Location 1 Lessee] has entered into an agreement to lease the [Location 1] Location (the “Lease Agreement”) from [Location 1 Owner] (the “Location 1 Owner”), and [Location 1 Lessee] has also entered into a purchase agreement pursuant to which it will purchase the [Location 1] Location prior to the expiration of the Lease Agreement (the “Location 1 Purchase Agreement”).

NOW THEREFORE, in consideration of the above premises, and the representations, warranties, and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I INTRODUCTION

1.1 **Incorporation of Recitals**. The Recitals set forth above, the terms defined therein, and the exhibits attached hereto are hereby confirmed by the Parties and incorporated into this Agreement by reference.

1.2 **Definitions.**

“Act” means Chapter 3796 of the Ohio Revised Code.

“Agreement” is defined in the preamble.

“Applications” means any and all applications, documentation, and correspondence provided to, and received from, the Regulatory Authorities or a state, county, city or local governmental entity involving the applications for, and issuance of, the Licenses or any additional licenses relating to or useful in the Business.

“Assigned Contracts” means those contracts or agreements set forth under the heading “Assigned Contracts” on Schedule 2.1.

“Assignment and Assumption Agreement” means an assignment and assumption agreement, between Seller and Buyer in a form mutually agreed to by the Parties.

“Assumed Liabilities” is defined in Section 2.3.

“[Location 1] Owner” is defined in the preamble.

“[Location 1] Purchase Agreement” is defined in the preamble.

“Business” is the operation of state-compliant medical marijuana dispensary businesses at the Locations and pursuant to the Licenses and all other permits and consents required by governmental authorities, in the State of Ohio.

“Buyer” is defined in the preamble.

“Buyer Indemnified Parties” is defined in Section 9.1.

“Company Benefit Plan” means (a) an employee benefit plan within the meaning of Section 3(3) of ERISA whether or not subject to ERISA; (b) any stock option plan, stock purchase plan, bonus or incentive plan, severance pay plan, program or arrangement, deferred compensation arrangement or agreement, employment agreement, compensation plan, program, agreement or arrangement, change in control plan, program or arrangement, supplemental income arrangement, vacation plan, and any other employee benefit plan, agreement, and arrangement not described in (a) above; and (c) any plan or arrangement providing compensation to employee and non-employee directors, in each case in which the Company or any ERISA Affiliate sponsors, contributes to, or provides benefits under or through such plan, or has any obligation to contribute to or provide benefits under or through such plan, or if such plan provides benefits to or otherwise covers any current or former employee, officer or director of such Company or any ERISA Affiliate (or their spouses, dependents, or beneficiaries), or under which such Company or any of its ERISA Affiliates has or may have any liability.

“Closing” is defined in Section 3.1.

“Closing Balance Sheet” means a balance sheet of the Seller as of 11:59:59 p.m. (Eastern time) on the day immediately preceding the Closing Date.

“Closing Date” is the date upon which Closing actually occurs.

“Confidential Information” is defined in Section 8.1(e).

“Construction Costs” means an amount equal to Three Million Three Hundred Ninety One Thousand Nine Hundred Eight and 00/100 (\$3,391,908.00) U.S. Dollars, due and payable to [Lienholder] at the earlier of Closing or termination of this Agreement.

“Damages” means any and all claims, damages, losses, liabilities and expenses of every nature (including reasonable expenses of investigation and reasonable attorneys’ fees and expenses in connection with any action, suit or proceeding).

“[Location 1 Lessee]” is defined in the preamble.

“Encumbrances” means any claim, lien, mortgage, pledge, option, charge, security interest, right of way, encroachment, Tax, reservation, restriction, encumbrance, or other right of any person, or any other restriction or limitation of any nature whatsoever, affecting title to, any Purchased Assets.

“Excluded Assets” is defined in Section 2.2.

“Federal Cannabis Laws” is defined in Section 11.7.

“Fundamental Reps” means the representations and warranties set forth in Section 4.1 (Organization and Power; Capacity), 4.2 (Validity; Equity Interests), 4.3 (Employees), 4.5 (Federal Law), 4.7 (Title to Purchased Assets), 4.9 (Permits), 4.10 (Compliance with Laws), 4.11 (Legal Proceedings), 4.15 (Taxes), 4.19 (Absence of Certain Changes), 5.1 (Incorporation and Good Standing), 5.3 (No Brokers), and 5.4 (Federal Law).

“Indemnified Party” means the party seeking indemnification under Section 9.1 or 9.2.

“Indemnifying Party” means the party against whom indemnity is sought.

“Initial Construction Payment” is defined in Section 2.4.

“Insurance Policies” is defined in Section 4.18.

“Knowledge of Seller” or “Seller’s Knowledge” means the actual knowledge of [Redacted: Personal Information] and [Redacted: Personal Information] after reasonable investigation and due inquiry.

“Lease Agreement” is defined in the preamble.

“Liability” means any debt, liability, commitment, or obligation of any nature, whether pecuniary or not, asserted or unasserted, accrued or unaccrued, absolute or contingent, matured or

unmatured, liquidated or unliquidated, determined or determinable, known or unknown, and whether due or to become due, including those arising under any contract, law or order.

“Loan Documents” means the Loan and Security Agreement of even date herewith and all ancillary documents entered into thereto.

“Licenses” means the medical marijuana dispensary licenses numbered [Redacted: Commercially Sensitive Information] and [Redacted: Commercially Sensitive Information] issued by the Regulator in addition to any additional licenses to dispense marijuana, whether medical or recreational, that are awarded to Seller with respect to the Locations.

“Interest Rate” means the prime rate as indexed by the Wall Street Journal *plus* two percent (2%).

“Members” means the following holders of 100% of the equity interests in Seller: [Redacted: Personal Information] and [Redacted: Personal Information]. The Parties acknowledge and agree that [Redacted: Personal Information] will serve as Seller’s designated representative for purposes of this Agreement and the transactions contemplated hereunder.

“Party” means a party to this Agreement and “Parties” means both parties to this Agreement taken together.

“Purchased Assets” means all of Seller’s assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business, including, without limitation, the following: the Licenses (to the extent assignable), other non-cannabis inventory, fixtures and equipment.

“Purchase Price” means the aggregate amount of (a) \$9,400,000.00 U.S. Dollars Cash *plus* (b) the amount of funding advanced to Seller under the Loan and Security Agreement, together with accrued interest, *minus* (c) liabilities assumed by Buyer for the Construction Costs, *minus* (d) liabilities assumed by Buyer under the Loan and Security Agreement, together with accrued interest *plus* (e) the value of Seller’s inventory at cost as substantiated via documentary evidence as of the Effective Date less accounts payable relating to such inventory as of the Effective Date; *minus* (f) the amount of debt assumed by Buyer pursuant to Section 8.3(e) hereof, in full satisfaction thereof.

“Regulator” means the State of Ohio Board of Pharmacy or any successor in interest.

“Regulatory Authorities” means the Regulator and any and all other regulatory, legal, governmental, or oversight bodies or agencies with actual or apparent authority over the Applications for or issuance / transfer / substitution / possession of the License, including without limitation the Regulator.

“Seller” is defined in the preamble.

“Seller Indemnified Parties” is defined in Section 9.2.

“Tax” or “Taxes” means (a) any and all domestic or foreign, federal, state, local or other taxes, levies, fees, imposts, or duties of any kind (together with any and all interest, fines, assessments, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authorities, including, without limitation (i) taxes with respect to income, franchises, windfall or other profits and gross receipts and (ii) real or personal property, sales, use, goods and services, excise, capital stock, employment, unemployment, social security, unclaimed property, payroll, customs duties, transfer, license, branch, utility, severance, production, occupation, premium, workers’ compensation or net worth, capital gains and taxes in the nature of excise, withholding, ad valorem or value added whether disputed or not; and (b) any transferee, successor, or similar liability or other obligation of any person in respect of any of the items described in clause (a) of this definition.

“Term” means the period of time commencing on the Effective Date and ending at the earlier of (a) Closing or (b) termination of this Agreement pursuant to Section 11.1 hereto.

“Third Party Claim” is defined in Section 9.3(a)(i).

ARTICLE II PURCHASE AND SALE

- 2.1 **Purchase and Sale.** At Closing, Buyer will purchase, and Seller will sell, transfer, assign and deliver, or cause to be sold, transferred, assigned and delivered, to Buyer or its designees or assigns, all of Seller’s right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances, including the assets set forth on Schedule 2.1. Notwithstanding anything to the contrary herein, the transfer of the Purchased Assets will not include the assumption of any liability related to the Purchased Assets unless the Buyer expressly assumes that liability pursuant to Section 2.3 of this Agreement.
- 2.2 **Excluded Assets.** Seller is not selling or assigning any of the assets or properties of Seller set forth on Schedule 2.2 hereto, and all such assets and properties shall be excluded from the assets purchased hereunder (the “Excluded Assets”). For the avoidance of doubt, this Agreement shall in no way transfer any assets related to the prospective operation of a marijuana dispensary by the Company pursuant to Board of Pharmacy application no. [Redacted: Commercially Sensitive Information] or other such location as may be subsequently approved by the Regulator or any member equity interests in Seller to Buyer.
- 2.3 **Assumption of Liabilities.** Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform, and discharge only those liabilities and obligations set forth on Schedule 2.3 including, at Closing, the assumption of all liability for payment of the Construction Costs (collectively, the “Assumed Liabilities”). Other than the Assumed Liabilities, Buyer shall not assume and hereby expressly disclaims liability for, any liability or obligation of Seller whatsoever, including, without limitation, any Tax liabilities of the Seller and the Business, and Seller shall (and represents, covenants, and warrants that it shall) retain responsibility for all other liabilities and obligations of Seller of any kind, whether known or unknown, whether currently existing or hereinafter created (the “Excluded Liabilities”). Seller shall pay, perform, and discharge, as and when due, the Excluded Liabilities. For the avoidance of doubt, no assumption by the Buyer of any of the Assumed

Liabilities shall relieve or be deemed to relieve Seller or Members from any liability under this Agreement with respect to any representations, warranties, covenants, or other agreements made by Seller or Members to the Buyer.

- 2.4 **Construction Costs.** Pursuant to Section 2.3 above, Buyer shall assume all liability for payment of the Construction Costs at Closing. [Redacted: Commercially Sensitive Information].
- 2.5 **Intentionally deleted.**
- 2.6 **Purchase Price.** The total consideration for the Purchased Assets shall be the Purchase Price. At Closing, Buyer shall pay the Purchase Price in immediately available funds to an account designated in writing by Seller. Seller acknowledges and agrees that Buyer will pay to Seller an amount totaling One Hundred Thousand an 00/100 U.S. Dollars (\$100,000.00) within one (1) business day following the Effective Date for purposes of satisfying obligations under the Lease Documents for the [Location 1] Location, and Seller shall apply and credit such escrow deposit against the Purchase Price at Closing.
- 2.7 **Purchase Price Allocation.** Prior to Closing, the Parties will agree on an allocation of the Purchase Price among the tangible and intangible assets acquired by Buyer.
- 2.8 **Withholding.** Buyer and any other applicable withholding agent will be entitled to deduct and withhold from any amounts payable pursuant to this Agreement any withholding taxes or other amounts required under the Internal Revenue Code of 1986, as amended, or any applicable law to be deducted and withheld. To the extent any such amount are so deducted and withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the person in respect of which such deduction and withholding was made.

ARTICLE III CLOSING

- 3.1 **Closing Date.** Within five (5) business days following the date upon which Seller may lawfully apply to the Regulator for a change of ownership, Buyer shall provide to Seller such information as necessary to apply for a change of ownership to the appropriate regulatory authority with respect to the Locations. Sellers shall cooperate in good faith with Buyer's efforts under this section and utilize commercially reasonable efforts to timely submit all regulatory applications and approval requests concerning the ownership change to the Regulator within three (3) business days of receiving all required submission materials from Buyer. The Buyer has the right to review and approve all submission material the Sellers seek to submit to the Regulator and Sellers shall provide drafts of submission materials to the Buyer at least two (2) business days prior to submitting such submission materials to the Regulator.
- 3.2 The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on the later of (i) fifteen (15) days following the receipt of all required regulatory approvals; or (ii) December 31, 2024, unless otherwise extended in writing by the Parties.

3.3 **Closing Conditions.** Closing of this Agreement is expressly subject to, and contingent upon, the following:

- (a) the receipt of all regulatory approvals and material third party consents, on terms reasonably satisfactory to Buyer;
- (b) no illegality or injunction preventing the Closing;
- (c) the assignment of the [Location 2] lease to Buyer or Buyer's designee, provided that such assignment shall be void and of no further force and effect if Closing does not occur.
- (d) the assignment of the [Location 1] Purchase Agreement to Buyer, in the form attached hereto as Exhibit A;
- (e) the continued operation of Seller's Business during the Term, including the opening for dispensation of marijuana at each of the Locations;
- (f) the continued ability of Seller to hold the Licenses and applicable permits to dispense marijuana at each of the Locations and Seller's provision to Buyer of any required consents necessary to consummate the transfer of such Licenses and permits;
- (g) the receipt of necessary written consent of the landlord for each Location that the respective leases for each Location are in full force and effect;
- (h) the filing of the Lien Releases;
- (i) the receipt of written consent of any third parties reasonably requested by Buyer;
- (j) the agreement by the Parties to the allocation of the Purchase Price;
- (k) no material adverse change in the business, results of operations, terms and conditions of employment, prospects, conditions (financial or otherwise), assets or liabilities of Seller;
- (l) the Parties shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the ancillary documents to which they (or their respective permissible designees) is a party to be performed or complied with by it prior to or on the Closing Date, including payment of the Purchase Price by Buyer; provided, that, with respect to agreements, covenants and conditions that are qualified by materiality, such Party shall have performed such agreements, covenants and conditions, as so qualified, in all respects;
- (m) all documents and actions required under Section 6.1 not expressly set forth under this section shall have been executed and delivered by Seller and true and complete copies thereof shall have been delivered to Buyer; and

- (n) all documents and actions required under Section 7.1 not expressly set forth under this section shall have been executed and delivered by Buyer and true and complete copies thereof shall have been delivered to Seller.
- 3.4 **Control.** At all times prior to Closing, control over the company shall rest solely with the Members, subject to any permissible delegation under the terms of the SSA, and Buyer shall have no right to incur liabilities on behalf of Seller without express written consent from the Members. Furthermore, Buyer shall not have any authority to sign contracts on behalf of the Members or Seller without the Members' express written authorization.
- 3.5 **Employment Offers.** Buyer may, but is not obligated to, make offers of employment to Seller employees after Closing and Buyer shall have the unilateral right to, in its sole discretion, establish the terms upon which it will offer employment to Seller employees after Closing. In no event will Buyer be liable or responsible for paying or providing to any employee or former employee of Seller any accrued payroll, severance benefits or other payments required to be paid to Seller's employees or former employees in connection with termination of employment. On or prior to the Closing Date, Seller will make all payments to any Seller employees to whom Buyer makes any offer of employment as required under any federal, state, or local wage and hour law applicable to Seller, including the payment of accrued wages, severance or separation pay. If Seller take any action that could be construed as either a "plant closing" or "mass layoff", or that results in any employee retained or employed by Seller suffering or deeming to have suffered any "employment loss", as those terms are defined in the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101-2109 and any equivalent state or local law (the "WARN Act"), Seller will be solely responsible for providing any notice required by the WARN Act and for making payments, if any, which may be required under the WARN Act in lieu of such notice or for failure to provide appropriate notice.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer, as of the Effective Date, and again as of the Closing, that:

- 4.1 **Organization and Power; Capacity.** Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Ohio. Seller has all requisite limited liability company power and authority necessary and/or appropriate to carry on the Business and to own and use the Purchased Assets including, without limitation, the Licenses.
- 4.2 **Validity; Equity Interests.** The Members have taken all action required to approve, enter into, and consummate the transactions contemplated by this Agreement. Seller is wholly owned by the Members and there are no holders of any options, warrants, or other securities that are convertible into equity of Seller and there are no agreements with respect to any grant of equity or other instrument that is convertible into equity in Seller.
- 4.3 **Employees.**

- (a) Seller is not a party to any collective bargaining agreement, labor peace agreement, or any other similar contract or commitment to any labor union or employee organization concerning any employee for the Locations. No union or association of employees has demanded recognition or been certified or recognized as the collective bargaining representative of any employees or has attempted to engage in negotiations regarding terms and conditions of employment of such employees. No unfair labor practice charge, work stoppage, slow down, picketing, or other such activity relating to labor matters of Seller is pending, and no such dispute is presently underway or, to each Sellers' knowledge, threatened. There are no current or, to the knowledge of the Members, threatened attempts to organize or establish any labor union or employee association to represent any of Seller's employees.
- (b) Seller has disclosed a complete and accurate list (as of the date set forth therein) of all employees of Seller utilized in the Locations, setting forth for each employee: the employee's position; current annual salary or wage rate; exempt or non-exempt status; average scheduled hours per week; date of hire; business location; status (*i.e.*, active or inactive and if inactive, the type of leave and estimated duration); any visa or work permit status and the date of expiration, if applicable; bonus and other compensation and/or benefit arrangements; accrued paid time off; accrued sick time; part-time or full-time status; and the total amount of bonus, retention, severance and other amounts to be paid to such employee at the Closing or otherwise in connection with the transactions contemplated hereby.
- (c) Seller is not delinquent in payments to any of its employees for any wages, salaries, settlements, commissions, bonuses, or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees or contractors. Seller has complied with all applicable local, state and federal equal employment opportunity laws and with other laws related to labor and employment and contract relations with its employees and contractors, including, without limitation, those related to wages (including minimum wage, overtime and prevailing wages), hours of work, rest and meal periods, fair employment practices, pay equity, child labor, restrictive covenants, labor relations, collective bargaining, discrimination, harassment, retaliation, sexual harassment, civil rights, work authorization, immigration, employee safety and health, the classification and treatment of employees as exempt or non-exempt and the classification and treatment of independent contractors; unemployment compensation, workers' compensation, affirmative action, terms and conditions of employment, employee leave, and COVID-19. There has been no formal or informal grievances, demands, complaints or charges with respect to employment or labor matters (including without limitation any allegations of employment discrimination, harassment, retaliation, noncompliance with wage and hour laws, misclassification of employees, misclassification of independent contractors, violation of restrictive covenants or unfair labor practices) pending or, to any Seller's knowledge, threatened against Seller in any judicial, regulatory or administrative forum, under any private dispute resolution procedure or internally. Seller has withheld and paid to the appropriate governmental authority or is holding for payment not yet due to such governmental authority all amounts required to be withheld from employees

and contractors of Seller and is not liable for any arrears of wages, taxes, penalties, or other sums for failure to comply with any of the foregoing.

- (d) Except as set forth on Schedule 4.3(c), there are no written or oral employment agreements, retention or change of control arrangements, bonus agreements, severance agreements or any other similar agreement or arrangement with any employee or independent contractor of Seller.
 - (e) Except as disclosed in Section 4.3(d), all employees of Seller are employed “at-will,” and their employment may be terminated for any reason or no reason, with or without cause, without penalty or other liability.
 - (f) Seller is in compliance with the requirements of the Immigration Reform Control Act of 1986 and has a completed and accurate copy of U.S. Citizenship and Immigration Services Form I-9 for each of its employees.
 - (g) Seller does not make available any Company Benefit Plan to any employees or contractors.
- 4.4 **Seller’s Due Diligence.** Seller acknowledges that it has been afforded the opportunity to conduct such investigation of the Buyer to permit it to evaluate the risks and merits of the Transaction.
- 4.5 **Federal Law.** Seller waives any defense to the enforcement of this Agreement based on Federal Cannabis Laws or any theory that this Agreement is void as being against public policy based on illegality under Federal Cannabis Laws including, without limitation, pursuant to the Federal Cannabis Laws.
- 4.6 **Noncontravention; Notices and Consents.** Subject to approval by the Regulatory Authorities, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereunder, will: (a) with the exception of Federal Cannabis Laws, violate any Laws to which Seller is subject; or (b) conflict with, result in a material breach of, constitute a material default under, result in the acceleration of, create in any person the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is otherwise bound, in any manner that would reasonably be expected to impair the consummation of the transactions contemplated by this Agreement.
- 4.7 **Title to Purchased Assets.** Except as disclosed in Schedule 4.7, Seller is the sole record and beneficial owner of all of the Purchased Assets, free and clear of any and all Encumbrances, except restrictions on transfer under the Act (including regulations promulgated thereto) and the terms of the operating agreement of Seller. Upon consummation of the transactions contemplated by this Agreement, Buyer will acquire from Seller good, indefeasible and marketable title to the Purchased Assets, free and clear of any and Encumbrances.
- 4.8 **Condition and Sufficiency of Assets.** The assets of Seller are in good condition and repair and are adequate for the uses to which they are being put, and none of such assets are in need

of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories of Seller consist of a quality and quantity usable and salable in the ordinary course of business. The Purchased Assets of Seller constitute all of the assets used by Seller in the operation of the Business. None of the Excluded Assets are material to the Business.

- 4.9 **Permits.** For purposes of the Purchased Assets hereunder, Seller holds all permits and licenses, including the Licenses, which are required for operation of the Business, or which either requires, or is required to have, to own, lease and maintain its properties and assets and to carry on the Business. All permits and licenses, including the Licenses are in good standing and are valid and in full force and effect. Seller currently is and has been in compliance with all the terms and conditions relating to the permits and licenses, including the Licenses, and there are no proceedings, investigations, or inquiries of any kind in progress, pending, or to the Seller's Knowledge, threatened, which relate to any of the permits or licenses, including the Licenses, of the Business. None of the permits or licenses, including the Licenses are subject to any variances, conditions, waivers, or other matters unless disclosed to Buyer in writing. All fees and charges with respect to the Licenses as of the date hereof have been paid in full. To knowledge of Sellers, no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse, or limitation of the Licenses. No other permits or licenses are maintained by Seller as of the date of this Agreement. Sellers have not taken any actions (or failed to take any action) that would cause Seller to violate any terms and conditions related to any and all permits and licenses maintained by Seller, including the Licenses.
- 4.10 **Compliance with Laws.** Except as set forth on Schedule 4.10, and except with respect to Federal Cannabis Laws, Seller and the Members have complied, and are complying in all material respects with all Laws (including, without limitation, the Act, HIPAA, and any other laws, regulations, rules and orders relating to the operations of marijuana operations in the State of Ohio) affecting Seller or the Business and has not received any notices from any governmental authority to the contrary. Each Company's activities have been and are being conducted with the intent to be consistent with the following priorities: (a) preventing the distribution of marijuana to minors; (b) preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels; (c) preventing the diversion of marijuana from states where it is legal under state law in some form to other states; (d) preventing state authorized marijuana activity from being used as a cover or pretext for trafficking of other illegal drugs or other illegal activity; (e) preventing violence and the use of firearms in the cultivation and distribution of marijuana; (f) preventing drugged driving and exacerbation of other adverse health consequences associated with marijuana use; (g) preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by growing marijuana on public lands; and (h) preventing marijuana possession and use on federal property.
- 4.11 **Legal Proceedings.** Except as set forth on Schedule 4.11, there is no, and there has not been any, claim, action, suit, proceeding, charge, demand, grievance, arbitration, mediation, or government audit or governmental investigation ("Action") or material internal complaint, claim or investigation, of any nature pending or, to the Sellers' knowledge, threatened against

or by Seller or the Company, or any of their respective managers, officers or employees in their capacity as such, including, without limitation, any Action (a) relating to or affecting the Purchased Equity Interests or the Business; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action. Neither the Company, or the Business are subject to any outstanding order, judgment, stipulation, or decree, injunction, determination or award issued by any Governmental Authority, or any arbitrator, mediator or similar dispute resolution party that would prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement.

4.12 **Financial Statements.**

- (a) Seller has delivered to Buyer true, complete and correct copies of (a) the unaudited financial statements of Seller consisting of the balance sheet as at December 31, 2022, and the related statements of income and retained earnings, members' equity and cash flow for the years then ended (the "Base Balance Sheet"), and (b) the unaudited financial statements of Seller consisting of the balance sheet and the related statements of income and retained earnings, members' equity and cash flow for the for the period beginning on the new year's day of the current year and ending on the last day of the most recent month for which such information is reasonably available (the "Interim Balance Sheet" and together with the Base Balance Sheet, the "Financial Statements"). The Financial Statements are based on the books and records of Seller, are true, correct, and complete, and fairly present the financial condition of Seller as of the respective dates they were prepared and the results of the operations of Seller for the periods indicated.
- (b) The Seller does not have any Liability or obligations of any nature (whether known or unknown, absolute or contingent, liquidated or unliquidated, due or to become due, or otherwise), except for liabilities and obligations reflected or reserved against in the Financial Statements or as contemplated by the Loan Documents.

4.13 **Environmental Matters.** Except as set forth on Schedule 4.13, no hazardous waste, hazardous material, hazardous substance, petroleum (including derivatives thereof), petroleum product, oil, waste oil, toxic substance, pollutant, contaminant, polychlorinated biphenyls ("PCBs") or equipment containing PCBs, asbestos or asbestos-containing materials, or any other substance which may pose a threat to the environment or to human health or safety is present, is stored, has been released (as defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time prior to the Closing Date, and any rules or regulations promulgated thereunder), or has come to be located at, on, in, under or from any real property currently or formerly owned, leased or operated by Seller (or Seller's affiliate) in an amount, manner, condition or concentration that requires any notification, investigation, remediation, corrective action, abatement or response action under any applicable law.

4.14 **No Brokers.** Seller has not retained any broker, agent or finder in connection with the transactions contemplated hereby and no person will be entitled to any brokerage or finder's commission, fee or similar compensation in connection therewith.

- 4.15 **Taxes.** Company has timely filed all Tax Returns that are required to be filed, and all such Tax Returns are true, correct and complete in all respects. All Taxes due and payable by Seller, whether or not shown or required to be shown on any Tax Return, have been timely paid and no Taxes are delinquent. There are no Encumbrances for Taxes upon any of the assets of Seller, other than Encumbrances for Taxes not yet due and payable. Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, securityholder or other third party, and all IRS Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed, and Seller has complied with all other material reporting requirements (including maintenance of the required records with respect thereto with respect to such payments). Seller has not waived any statute of limitations in respect of Taxes nor agreed to nor is subject to any extension of time with respect to a Tax deficiency or assessment, and no power of attorney with respect to any Tax matter involving Seller is currently in force. No deficiency for any amount of Tax has been asserted, written or orally, or assessed by a governmental authority against Seller. There is no action, suit, proceeding or audit or any notice of inquiry of any of the foregoing pending against or with respect to Seller regarding Taxes, and no action, suit, proceeding or audit has been threatened against or with respect to Seller regarding Taxes. No claim has ever been made by a governmental authority in a jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction or may be required to file a Tax Return in that jurisdiction. Seller delivered to Buyer correct and complete copies of all Tax Returns, examination reports, and statements of deficiencies assessed against, agreed to, or filed by Seller since its inception. Seller is not the beneficiary of any tax holiday or similar tax-incentive that will terminate as a result of the transactions contemplated hereby. Seller is not a party to any Tax allocation, sharing, indemnity or reimbursement agreement or arrangement. Seller is not liable for any Taxes of another person (including under Treasury Regulations Section 1.1502-6 or any comparable provision of local, state or non-U.S. law) whether as a successor or transferee, by operation of law, or by contract (other than any contract entered into in the ordinary course of business the primary subject of which is not Taxes). Seller has not made an election to defer any Taxes under Section 2302 of the CARES Act for 2020, or any similar election under state or local tax law.
- 4.16 **Real Property.** The real property demised by the leases described on Schedule 4.16 (the "Leased Real Property") constitutes all of the real property used or leased by Sellers in connection with the operation of the Business. Except as set forth on Schedule 4.16, the Leased Real Property leases are in full force and effect, and Sellers holds a valid and existing leasehold interest under each such lease, subject to proper authorization and execution of such lease by the other party and the application of any bankruptcy or creditor's rights laws. Seller has delivered or made available to the Buyer copies of each lease for the Leased Real Property and all amendments, modifications, agreements and notices related thereto (collectively, "Lease Documents"), and none of such leases has been modified in any material respect, except to the extent that such modifications are disclosed by the copies delivered or made available to the Buyer. Excepting threatened breaches arising from the [Lienholder] Liens, Seller is not in default in any material respect under any of such leases nor, to the knowledge of Seller, has any event occurred which, with notice or the passage of time, or both, would give rise to any default by Seller. With respect to Lease Documents: (a) to Seller's knowledge and excepting the contemplated assignment of the [Location 1]

Purchase Agreement hereunder, there are no actual or contemplated assignment, sublease, transfer, conveyance, mortgage, deed in trust or other Encumbrance of any interest in any of the Leased Real Property leases; (b) excepting matters disclosed to Buyer concerning the [Lienholder] Liens, Seller's possession and quiet enjoyment of the applicable Leased Real Property has not been disturbed and there are no disputes with respect to any of the Leased Real Property leases; (c) to the knowledge of the Sellers, all buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof, included in the Leased Real Property are in all material respects sufficient for the operation of the Business and no improvements at the Leased Real Property and none of the current uses and conditions thereof violate any liens, zoning regulations, or variances; (d) subject to the [Location 1] Purchase Agreement, the Lease Documents shall continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing; (e) no party to the Lease Documents has repudiated any provision thereof and there are no disputes, oral agreements or forbearance programs in effect as to the Lease Documents; (f) the rental set forth in each of the Leases is the actual rental being paid, and there are no separate agreements or understandings with respect to the same; (g) subject to the [Location 1] Purchase Agreement and related assignment hereunder, Seller has not exercised or given any notice of exercise, of any option, right of first offer or right of first refusal contained in any Lease Documents, including any such option to right to purchase, expand, renew or extend; and (h) excepting the [Lienholder] Liens, there have been no improvements or construction of a value in excess of \$5,000 in the aggregate made to or constructed on any Leased Real Property within the applicable period for the filing of mechanics' liens. Seller's warranties and representations under this section encompasses and extends to [Location 1 Lessee], in [Location 1 Lessee's] capacity as a party to certain Lease Documents, including matters known to the personal knowledge of [Redacted: Personal Information], as manager to [Location 1 Lessee].

- 4.17 **Intellectual Property**. Seller represents, warrants, and covenants that it does not hold as of the Effective Date any intellectual property or trade secret rights (including, without limitation, licenses, registered or unregistered trademarks, registered or unregistered patents, sublicenses, copyrights, trade secrets, or other similar assets) or assets (whether registered, registerable, or otherwise) concerning the Business (collectively, the "Seller IP"). In the event Seller develops or otherwise obtains rights or title to any Seller IP during the Term, then Seller shall: (a) take any and all actions reasonably necessary and requested by Buyer to transfer such Seller IP to Buyer as a part of the Purchased Assets at Closing; (b) disclaim any and all interest, right, title, or claim (contingent or otherwise) to any Seller IP that is subject to this section and transfer to Buyer as a part of the Purchase Assets.
- 4.18 **Insurance**. Schedule 4.18 lists each insurance policy maintained by or on behalf of Seller concerning the Purchased Assets and the Business (collectively, the "Insurance Policies"), together with a true and correct claim history for the past three (3) years. All Insurance Policies are in full force and effect, all premiums due and payable with respect to the Insurance Policies have been paid to date, and Seller is not in default with respect to its liabilities under any Insurance Policy or been denied insurance coverage. Schedule 4.18 sets forth all claims pending under any Insurance Policy. Except as set forth on Schedule 4.18, there are no claim reported under any Insurance Policy as to which coverage has been denied by the insurer.

- 4.19 **Absence of Changes.** Since the formation of Seller, the Members and Seller have conducted the Business only in the ordinary course and, except with the prior written consent of Buyer, there has not been any of the following: (a) material transfer or sale of any assets of Seller outside the ordinary course of business; (b) material damage, destruction or loss, whether or not covered by insurance; (c) declaration, setting aside or payment of any distribution by Seller; (d) cancellation by Seller of any material debt or claim owing to, or waiver of any material right of, Seller; (e) certification, recognition, or demand for recognition by any labor union or employee organization; (f) negotiation or execution of any agreement, including collective bargaining agreement, regarding terms and conditions of employment; (g) increase (or promise of any increase) in the salary or other compensation or benefits (including equity arrangements and bonus payments or obligations) payable by, or to become payable by, Seller to any of its employees, consultants, contractors, or advisors; (h) contingent liability incurred by Seller as guarantor or otherwise with respect to the obligations of any other person; (i) change in accounting methods or practices, or any material change in collection policies or practices, pricing policies or payment policies or practices of Seller; (j) agreement or understanding whether in writing or otherwise, for Seller to take any of the foregoing actions; (k) any change to the governing documents of Seller, or (l) breach by Seller of any of the representations, warranties, covenants or agreements set forth herein or concerning the transactions contemplated hereby.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller and Members, as of the Effective Date, and as of the Closing, that:

- 5.1 **Incorporation and Good Standing.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio.
- 5.2 **Validity and Execution.** Buyer has the requisite right, power and authority to enter into this Agreement and perform its obligations hereunder. All necessary actions of Buyer have been taken to authorize Buyer to execute and deliver this Agreement and the agreements contemplated herein and to consummate the transactions contemplated hereby and thereby, and this Agreement constitutes and, when executed and delivered, the other agreements and instruments contemplated herein, will constitute the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application effecting enforcement of creditors' rights.
- 5.3 **No Brokers.** Buyer has not retained any broker, agent or finder in connection with the transactions contemplated hereby and no person will be entitled to any brokerage or finder's commission, fee or similar compensation in connection therewith.
- 5.4 **Federal Law.** Buyer waives any defense to the enforcement of this Agreement based on Federal Cannabis Laws or any theory that this Agreement is void as being against public

policy based on illegality under Federal Cannabis Laws including, without limitation, pursuant to the Federal Cannabis Laws.

- 5.5 **Eligibility to Obtain Transfer of License.** To the knowledge of Buyer, Buyer is eligible under state and local law for the transfer/substitution of the Licenses in Buyer's name, subject to the terms and conditions of this Agreement.
- 5.6 **Noncontravention; Notices and Consents.** Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereunder, will: (i) with the exception of Federal Cannabis Laws, violate any Laws to which Buyer is subject; or (ii) conflict with, result in a material breach of, constitute a material default under, result in the acceleration of, create in any person the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is otherwise bound, in any manner that would reasonably be expected to impair the consummation of the transactions contemplated by this Agreement.
- 5.7 **Sufficiency of Funds.** Contingent upon the closing of Buyer's pending financing, Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.
- 5.8 **Buyer's Due Diligence.** Buyer acknowledges that (a) it has been afforded the opportunity to conduct such investigation of the Business and the Purchased Assets, (b) it has been afforded the opportunity to ask representatives of Seller questions about such matters relating to the Business and Purchased Assets, and (c) it has obtained such available information as Buyer has requested, to the extent Buyer has deemed necessary, to permit it to fully evaluate the merits and risks of purchasing the Purchased Assets.

ARTICLE VI CLOSING DELIVERIES OF SELLER

- 6.1 On the Closing Date, Seller shall deliver to Buyer:
- (a) a certificate executed by an authorized officer of Seller, to the effect that: (i) attached thereto are true and complete copies of all resolutions of the members and, if applicable, managers of Seller authorizing the execution, delivery, and performance of this Agreement and other agreements, instruments and documents required to be delivered in connection with this Agreement and the consummation of the transactions contemplated herein and therein, and that such resolutions are in full force and effect; (ii) that attached thereto are true and complete copies of the current governing documents of Seller and that such documents are in full force and effect; (iii) attached thereto is a certificate of good standing of each state in which Seller is authorized to conduct business; and (iv) the representations

and warranties of Seller set forth in this Agreement are accurate and that Seller is in compliance with its covenants and obligations hereunder in all material respects;

- (b) the Bill of Sale, duly executed by Seller;
- (c) the Assignment of Licenses and Permits Agreement, duly executed by Seller;
- (d) the Assignment and Assumption of Lease Agreement, duly executed by Seller in the form attached hereto as Exhibit B;
- (e) the Assignment and Assumption Agreement of Contracts Agreement, duly executed by Seller;
- (f) any and all consents and approvals from the Regulatory Authorities or applicable governmental organization or any other person required (i) to evidence the completed transfer/substitution of Buyer as holder of the Licenses or (ii) for the consummation of the transactions contemplated hereby;
- (g) the Closing Balance Sheet; and
- (h) such other assignment or conveyance documents as may be reasonably requested by Buyer.

ARTICLE VII CLOSING DELIVERIES OF BUYER

7.1 On the Closing Date, Buyer shall deliver to Seller:

- (a) A certificate executed by an authorized officer of Buyer, to the effect that the representations and warranties of Buyer set forth in this Agreement are accurate and that Buyer is in compliance with its covenants and obligations hereunder in all material respects.
- (b) the Assignment and Assumption of Lease Agreement, duly executed by Buyer in the form attached hereto as Exhibit B;
- (c) the Assignment and Assumption of Contracts Agreement, duly executed by Buyer;
- (d) any and all consents and approvals from the Regulatory Authorities or applicable governmental organization required to evidence the completed transfer/substitution of Buyer as holder of the Licenses;
- (e) the Purchase Price, delivered in accordance with Section 2.6;
- (f) a certification that, subject only to the consummation of the Closing, Buyer will have in place all vendors, software, insurance, and other financial or other requirements to ensure effective transfer of the License and consummation of the transactions contemplated by this Agreement; and

(g) such other assignment or conveyance documents as may be reasonably requested by Seller.

ARTICLE VIII COVENANTS

8.1 Mutual Covenants.

- (a) Further Assurances. Subject to the terms and conditions of this Agreement and unless otherwise provided herein, each Party to this Agreement will use its reasonable commercial efforts (including cooperating to the fullest extent reasonably practicable with the efforts of the other party to this Agreement) to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or desirable under applicable law to consummate the transaction contemplated under this Agreement as promptly as practicable. In furtherance, not limitation, of the foregoing, Seller, at any time after the Closing Date, upon request of Buyer, shall do, execute, acknowledge and deliver, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required for the conveying, transferring, assigning, and delivering to Buyer, or to its successors and assigns, and for aiding and assisting in collecting and reducing to possession, all of the Purchased Assets, including, without limitation, the Licenses.
- (b) Public Statements. Seller, on the one hand, and Buyer, on the other hand, agree that, except as otherwise compelled by law or the Regulator or consistent with a statement approved in writing by the Parties, they will not (and will cause their respective affiliates and representatives not to) issue or make any public reports, statements or releases relating to this Agreement or the transactions contemplated hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that Buyer and its affiliates may: (i) make any such reports, statements or releases to their existing and prospective investors in order to facilitate Buyer's capital raises or fundraising initiatives, (ii) any required filings with the Canadian Securities Exchange and (iii) continuous disclosure required by applicable Canadian securities law.
- (c) Nonassigned Assets. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset that is not assignable or transferable without the consent of any person, other than Seller, Members, Buyer or any of their respective affiliates, to the extent that such consent shall not have been given prior to the Closing. With respect to any Purchased Assets that are not transferred or assigned to Buyer at the Closing by reason of this Section 8.1(c) (a "Nonassigned Asset"), after the Closing and until the requisite consent is obtained and the foregoing is transferred and assigned to Buyer, Seller shall provide to Buyer the benefits thereof (or substantially comparable benefits) and shall enforce, at the request of and for the account of Buyer, any rights of Seller or its affiliates arising thereunder against any person, including the right to elect to terminate in accordance with the terms thereof upon the advice of the Buyer.

- (d) Tax Reserve. On or before Closing, the Parties shall determine a reasonable and appropriate amount of cash to be held in reserve by Seller to satisfy and/or pay in full any and all Taxes incurred as a result of Seller's operation of the Business prior to Closing, but not due from Seller until after Closing (the "Tax Reserve"). Seller shall promptly pay any and all such Taxes when or if the same become due.
- (e) Confidentiality. From and after the Closing Date, the Parties shall not, and shall cause their respective affiliates and representatives not to, use or disclose to any person any Confidential Information for any reason or purpose whatsoever, nor shall they make use of any of the Confidential Information for their own purposes or for the benefit of any person except Buyer and Seller and their respective affiliates; provided that, after the Closing Date, Confidential Information relating to the Purchased Assets, the Assumed Liabilities, the Business, and the License may be used or disclosed by Buyer or its affiliates for any purpose and in any manner, in each case without the consent of Seller or its affiliates. In the event that any Party is required in any legal proceeding, interrogatory, subpoena, civil investigation, or similar process to disclose any Confidential Information, such party will notify the other party promptly of the request or requirement so that the party may seek an appropriate protective order or waive compliance with the provisions of this Section 8.1(e). If, in the absence of a protective order or the receipt of a waiver hereunder, any Party is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, such Party may disclose the Confidential Information to the tribunal; provided, however, that the disclosing Party shall use best efforts to obtain, at the request of the other party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as Buyer or Seller shall designate. "Confidential Information" means any information of a proprietary, confidential, or non-public nature relating to Buyer or Seller, the Business, the Purchased Assets, or the Assumed Liabilities, excluding information that (i) as of the Effective Date, is in the public domain; (ii) after the Effective Date enters the public domain through no wrongful action or inaction on the part of Seller or Buyer; and (iii) is communicated to Seller or Buyer by a third party under no duty of secrecy or confidentiality to any person.

8.2 Seller's Covenants.

- (a) Access to Information. From the Effective Date until the Closing, Seller shall: (a) afford Buyer and its representatives full and free access to and the right to inspect all of the real property, properties, assets, premises, books and records, contracts and other documents and data related to the Business; (b) furnish Buyer and its representatives with such financial, operating and other data and information related to the Business as Buyer or any of its representatives may reasonably request; and (c) instruct the representatives of Seller to cooperate with Buyer in its investigation of the Business. Any investigation pursuant to this Section 8.2(a) shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business or any other businesses of Seller. Notwithstanding the forgoing, Seller shall have the right to deny access to Buyer in the event that Buyer's access would violate any administrative rule, statute, or other law governing the operation of medical marijuana entities in the State of Ohio.

In the event Seller denies access to Buyer as permitted by this Section, Seller will cooperate with Buyer to timely take commercially reasonable steps to obtain any required approvals to permit Buyer to enter the real property.

(b) Employees and Employee Benefits.

- (i) No later than Closing and subject to the approval by the Regulator of such earlier date than Closing, Seller shall terminate all employees of the Business, except for the employment contracts which Buyer has agreed in writing to assume.
- (ii) Seller shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Seller at any time on or prior to the Closing Date and Seller shall pay all such amounts to all entitled persons on or prior to the Closing Date or in accordance with Seller's typical payroll practices.

- (iii) Seller shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident, unemployment or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date. Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Business which relate to events occurring on or prior to the Closing Date. Seller shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.
 - (iv) Distributions. Prior to Closing and subject to the Loan Documents, Seller shall not make any distributions to the Members except distributions to enable the Members to pay Taxes attributable to Seller's income passed through to, and reported for federal, state, or local tax purposes by the Members.
- (c) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) and any conveyance fees or recording charges incurred in connection with this Agreement and the documents to be delivered in connection herewith and the transaction contemplated hereby shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary). Seller will notify all applicable taxing authorities of the transactions contemplated by this Agreement in the form and manner required by such taxing authorities if the failure to make the notifications or receive any available tax certificate ("Tax Clearance Certificates") could subject Buyer to any Taxes. If, in respect to any applications for Tax Clearance Certificates made pursuant to this Section 8.2(d), any governmental authority asserts that Seller is liable for any Tax prior to the Closing, Seller will promptly pay all such amounts and will provide evidence to the Buyer that such liabilities have been paid in full or otherwise satisfied.

8.3 Buyer's Covenants.

- (a) Buyer will and will cause its affiliates and their respective representatives to ensure all vendors, software, insurance and other financial requirements are in place at Closing to effect the transfer of the Licenses and otherwise consummate the Transaction contemplated herein.
- (b) Prior to Closing, Buyer shall accept the assignment of the [Location 1] Purchase Agreement from [Location 1 Lessee].
- (c) Upon closing under the [Location 1] Purchase Agreement, Buyer shall enter into a new lease for the [Location 1] Property with Seller (the "[Location 1] Lease") in a form mutually agreeable to Seller.
- (d) Buyer will complete its pending financing referenced in Section 5.7 hereof within 30 days of the Effective Date hereof.

(e) At the Closing, Buyer shall assume any debts or liabilities of the Members owed to Seller pursuant to the loan from Seller to the Members contemplated by Section 2.2 of the Loan and Security Agreement between Seller and Buyer.

8.4 **Mutual Covenants**. The Parties shall refrain from intentionally making public or private statements to any employees, contractors, or agents of the other Party on any forum which would disparage the other Party (including such Party's owners, officers, parent companies, subsidiaries, and affiliates) or place them in an unflattering light (regardless of whether such statements are believed to be true) (collectively, "Disparaging Statements"). In the event a Party is found by an arbitrator to have made any Disparaging Statements in violation of this section, then such Party shall pay to the aggrieved Party liquidated damages in the amount of Five Hundred and 00/100 Dollars (\$500.00) per statement, not as a penalty, but as a fair measure of actual damages which would be otherwise difficult to establish with admissible evidence. For the avoidance of doubt, a violation of this subsection is not a material breach giving rise to termination under Section 11.1.

ARTICLE IX INDEMNIFICATION

9.1 **Survival; Indemnification by Seller**. Seller agrees to indemnify and defend (at Buyer's request) Buyer, its affiliates and respective stockholders, members, partners, directors, managers, advisors, employee and agents and their successors and assigns (collectively, "Buyer Indemnified Parties") against and agree to hold each of them harmless from any and all Damages incurred or suffered by any Buyer Indemnified Parties arising out of or related to:

- (a) any breach or inaccuracy of any representation or warranty made by Seller in this Agreement (other than any Fundamental Rep) or any agreement delivered in connection herewith;
- (b) the breach by Seller of any covenant or agreement contained in this Agreement or agreement delivered in connection herewith;
- (c) all Excluded Assets and Excluded Liabilities, including, without limitation, all Tax liabilities and obligations of Seller and the Business with respect to periods ending on or prior to the Closing Date or otherwise relating to the interests in or operation of the Business prior to the Closing; or
- (d) any breach or inaccuracy of any Fundamental Rep made by Seller in this Agreement.

9.2 **Indemnification by Buyer**. Buyer hereby agrees to indemnify and defend Seller and its officers, directors, shareholders, employees, advisors and agents (collectively, the "Seller Indemnified Parties") against, and agrees to hold each of them harmless from, any and all Damages incurred or suffered by Seller Indemnified Parties arising out of or related to:

- (a) any breach or inaccuracy of any representation of warranty made by Buyer in this Agreement (other than any Fundamental Rep) or any agreement delivered in connection herewith;

- (b) any breach or inaccuracy of any Fundamental Rep made by Buyer in this Agreement;
- (c) the breach by Buyer of any covenant or agreement contained in this Agreement or agreement delivered in connection herewith;
- (d) any action by any Regulatory Authority arising solely out of the operation of the Business by Buyer after the Closing Date; or
- (e) the Assumed Liabilities.

9.3 **Assertion of Claims.**

(a) Procedures for Third Party Claims.

- (i) The Indemnified Party agrees to give written notice within thirty (30) days after the Indemnified Party becomes aware of any claim, or the commencement of any suit, action or proceeding in respect of which indemnity may be sought under Section 9.1 or Section 9.2, by a third party (a “Third Party Claim”). The failure by any Indemnified Party to notify the Indemnifying Parties shall not relieve any Indemnifying Party from any liability which it may have to such Indemnified Party with respect to any claim made pursuant to this Section 9.3(a), except to the extent such failure shall actually and materially prejudice an Indemnifying Party.
- (ii) The Indemnifying Parties shall take all steps reasonably necessary to assist the Indemnified Party in the defense or settlement of such Third Party Claim, and shall at all times diligently and promptly pursue the resolution of such Third Party Claim and shall at all times use reasonable efforts to support the Indemnified Party’s efforts to resolve the same. The Indemnified Parties shall, and shall cause each of their affiliates and representatives with respect to such Third Party Claims, to cooperate fully with the Indemnifying Parties (at the Indemnifying Parties’ expense) in the defense of any Third Party Claim defended by the Indemnifying Parties.
- (iii) The Indemnifying Parties shall in no event be authorized to consent to a settlement of, or the entry of any judgment arising from, any Third Party Claim, without the consent of any Indemnified Party. Indemnifying Parties shall make all available efforts to (A) pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness of such settlement; (B) not encumber any of the assets of any Indemnified Party or agree to any restriction or condition that would apply to or adversely affect any Indemnified Party or to the conduct of any Indemnified Party’s business; (C) obtain, as a condition of any settlement or other resolution, a complete and unconditional release of all claims of any kind any Indemnified Party potentially affected by such Third Party Claim or otherwise; and (D) not agree to any admission or statement suggesting any wrongdoing or liability on behalf of the Indemnified Party.
- (iv) Anything to the contrary in this Section 9.3(a) notwithstanding, the Indemnifying Parties shall also be liable for the reasonable fees and expenses of counsel incurred

by each Indemnified Party in defending any Third Party Claim if such Third Party Claim, if successful, is likely to result in a judgment, decree or order of injunction or other equitable relief or relief for other than money Damages against such Indemnified Party.

- (b) Procedures for Direct Claims. In the event any Indemnified Party should have a claim for indemnity against any Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party shall deliver a written notice of such claim with reasonable promptness to the Indemnifying Party. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party with respect to any claim made pursuant to this Section 9.3(b). If the Indemnifying Party does not notify the Indemnified Party in writing within fifteen (15) calendar days following its receipt of such notice that the Indemnifying Party disputes its liability to the Indemnified Party under this ARTICLE IX, or the amount thereof, the claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party under this ARTICLE IX, and the Indemnifying Party shall pay the amount of such liability to the Indemnified Party on demand or, in the case of any notice in which the amount of the claim (or any portion of the claim) is estimated, on such later date when the amount of such claim (or such portion of such claim) becomes finally determined.
- (c) Basket. Seller will have no obligation to indemnify any Buyer Indemnified Parties for any claims under Section 9.1(a) until the aggregate amount of all Damages incurred by the Buyer Indemnified Parties for which a claim is brought under Section 9.1(a) exceeds \$50,000 (the "Basket"), after which Seller must indemnify the Buyer Indemnified Parties for all Damages in excess of the Basket.

- 9.4 **Reservation of Rights**. Notwithstanding anything in this Agreement or otherwise to the contrary, nothing set forth herein is intended to or shall release a party for any fraud, misrepresentation, willful misconduct or bad faith in connection with the transactions contemplated hereby.
- 9.5 **Survival**. The representations and warranties contained herein shall survive the Closing for a period of twelve (12) months after Closing; *provided, that* the Fundamental Reps shall survive the Closing for a period of time equal to (i) the applicable statute of limitations with respect to such Fundamental Rep or any underlying claims giving rise to a breach or inaccuracy of such Fundamental Rep, plus (ii) ninety (90) days, plus (iii) extensions of time for tolling of any applicable statute of limitations. Covenants and agreements shall survive indefinitely until fully performed or waived by the party entitled to performance. 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 non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

- 9.6 **Certain Limitations.** The indemnification provided for in Section 9.1 and Section 9.2 shall be subject to the following limitations:
- (a) The aggregate amount of all Damages for which Seller shall be liable pursuant to Section 9.1(a) shall not exceed the Purchase Price.
 - (b) The aggregate amount of all Damages for which Buyer shall be liable pursuant to Section 9.2(a) shall not exceed the Purchase Price.
 - (c) For the avoidance of doubt, the reasonable attorney's fees and costs of each Indemnified Party will not be counted or otherwise applied towards the limitations of subsections (a), (b) above.
- 9.7 **Tax Treatment.** All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by law.
- 9.8 **Materiality.** For purposes of both determining the amount of any Damages and determining whether or not there is a breach of, or any inaccuracy or misrepresentation with respect to, any representation or warranty for which indemnification would be available under Section 9.1 and 9.2, all qualifications in such representation or warranty as to "materiality" (including the word "material"), "in all material respects", "material adverse effect" or any correlative terms or similar qualifiers will be disregarded.

ARTICLE X REGULATORY COOPERATION

- 10.1 Notwithstanding anything to the contrary in this Agreement, this Agreement, and any agreement formed pursuant to the terms hereof, are subject to all applicable Ohio Medical Marijuana laws involving the dispensing of medical marijuana (the "Medical Marijuana Laws"). Without limiting the foregoing, each Party acknowledges that: (i) notification of this Agreement prior to execution may be filed by the Parties with the Regulator which may require Regulator approval; (ii) disclosure of this Agreement may be required by any applicable governmental authority enforcing the Medical Marijuana Laws with jurisdiction over the Agreement including in connection with the filing of applications and documents; and (iii) all rights, remedies and powers under this Agreement, and any agreement formed pursuant to the terms hereof, may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Medical Marijuana Laws and only to the extent that required approvals are obtained from the requisite governmental authorities if needed.
- 10.2 Under no circumstances may Buyer be an Associated Key Employee of the Company without Regulator approval. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that Seller has complete ownership of the dispensary and License unless approved by the Regulator.
- 10.3 Each of the Parties will use its best efforts to take all actions and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement

in compliance with law including Chapter 3796 of the Ohio Revised Code and Administrative Code, or any successor laws or regulations thereto, and any licensure requirements.

- 10.4 Each of the Parties will give any notices to, make any filings with, and use its best efforts to obtain any authorizations, consents, and approvals from any local, state or other governmental agency or political subdivision (including the Regulator, lenders and any other necessary third parties in order to consummate and make effective the transactions contemplated by this Agreement).

ARTICLE XI MISCELLANEOUS

11.1 Termination.

- (a) Unless otherwise extended by mutual consent, either Buyer or Seller may terminate this Agreement by delivery of written notice of termination if the Regulator has not issued Regulatory Approval prior to December 31, 2024 (the “Approval Deadline”), provided, however, that the Approval Deadline shall automatically extend sixty (60) days in the event the Parties are unable to obtain Regulatory Approval despite their commercially reasonable efforts due to regulatory or other delays outside of the Parties’ control.
- (b) Either Buyer or Seller may terminate this Agreement by delivery of written notice of termination, for material breach of this Agreement by the other Party that is not cured within thirty (30) days of written notice from the non-breaching party(ies). Notwithstanding the above, no such breach by Seller shall be determined to have occurred for the purposes hereof if due to any action or omission of Buyer or its Affiliates that, when compared to the conduct of Seller, was the greater proximate cause of the circumstances or existence of such breach.
- (c) Seller may, in its sole discretion terminate this Agreement if Buyer or its designee’s purchase of the [Location 1] Property from Seller pursuant to the [Location 1] Purchase Agreement does not close on or before the sixtieth (60) day preceding the expiration of the Lease Agreement provided that, on or before the first anniversary of such termination, Seller and [Location 1 Lessee] shall collectively be obligated to repay any amounts paid by Buyer under the [Location 1] Purchase Agreement to date with interest to accrue at the Interest Rate.

- 11.2 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties

at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.2):

(a) If to Buyer:

New Gen Holdings, Inc.
4152 N. 39th Avenue
Phoenix, Arizona 85019
Attn: Eric J. Offenberger
Email: [Redacted: Personal Information]

With a copy (which, alone, shall not constitute notice) to:

Bianchi Brandt LLP
6730 N. Scottsdale Rd, Suite 100
Scottsdale, Arizona 85253
Attn: Clark Wu
Email: clark@bianchibrandt.com

McMillan LLP
Royal Centre, Suite 1500
1055 West Georgia Street, PO Box 11117
Vancouver, BC V6E 4N7
Canada
Attn : James Munro
Email: james.munro@mcmillan.ca

(b) If to Seller:

Big Perm's Dispensary Ohio, LLC
5235 E Southern Ave, Ste. 106-268
Mesa, AZ 85206
Attention: [Redacted: Personal Information]
Email: [Redacted: Personal Information]

And to:

[Redacted: Personal Information]
[Redacted: Personal Information]
[Redacted: Personal Information]
Email: [Redacted: Personal Information]

With a copy (which, alone, shall not constitute notice) to:

Frantz Ward LLP
200 Public Square, Suite 3000
Cleveland, Ohio 44114
Attention: Thomas Haren
Email: tharen@frantzward.com

- 11.3 **Amendments.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Buyer and Seller, or in the case of a waiver, by the party against whom the waiver is to be effective.
- 11.4 **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and any reference to a party shall also be a reference to the successors and permitted assigns thereof. Buyer may transfer any or all of its rights or obligations under this Agreement to its wholly owned subsidiaries with the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. Each of Seller and Members may not assign, delegate or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment in violation of the terms of this Agreement will be void.
- 11.5 **Transaction Expenses.** The Buyer, on the one hand, and Seller and Members, on the other hand, shall bear all of their respective expenses in connection with the preparation, negotiation, execution, delivery and performance of this Agreement. Notwithstanding the foregoing, in the event either Party fails to consummate the Transaction consistent with the terms and conditions set forth herein for any reason other than the failure of the Parties to obtain the written consent of third parties from whom consent is required in order to consummate the Transaction (such failing Party, the “**Breaching Party**”), such Breaching Party shall be obligated to reimburse the other Party for one third (1/3) of all documented costs and expenses accrued in negotiating and consummating this Transaction, including attorneys’ and other advisor fees and expenses, incurred by such other Party in connection with this Transaction.
- 11.6 **Governing Law; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio. ALL DISPUTES, CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE THE SUBJECT OF A MEETING BETWEEN A REPRESENTATIVE OF EACH PARTY WHO HAS DECISION MAKING AUTHORITY WITH RESPECT TO THE MATTER IN QUESTION. SHOULD THE MEETING EITHER NOT TAKE PLACE OR NOT RESULT IN A RESOLUTION OF THE DISPUTE WITHIN TWENTY (20) BUSINESS DAYS FOLLOWING THE NOTICE OF THE DISPUTE TO THE OTHER PARTY, THEN THE DISPUTE SHALL BE RESOLVED IN A BINDING ARBITRATION PROCEEDING TO BE HELD IN CLEVELAND, OHIO IN

ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE PARTIES AGREE THAT A PANEL OF ONE ARBITRATOR SHALL BE REQUIRED. ANY AWARD OF THE ARBITRATOR SHALL BE DEEMED CONFIDENTIAL INFORMATION FOR A MINIMUM OF FIVE (5) YEARS FROM THE DATE OF THE AWARD. THE ARBITRATOR MAY AWARD ATTORNEYS' FEES AND OTHER ARBITRATION RELATED EXPENSES, AS WELL AS PRE- AND POST-JUDGMENT INTEREST ON ANY AWARD OF DAMAGES, TO THE PREVAILING PARTY, IN HIS OR HER SOLE DISCRETION.

- 11.7 **Federal Cannabis Laws.** The Parties agree and acknowledge that no Party makes, will make, or shall be deemed to make or have made any representation or warranty of any kind regarding the compliance of this Agreement with any Federal Cannabis Laws. No party hereto shall have any right of rescission or amendment arising out of or relating to any non-compliance with Federal Cannabis Laws unless such non-compliance also constitutes a violation of applicable state law as determined in accordance with the Act or by the Regulator, and no Party shall seek to enforce the provisions hereof in federal court unless and until the Parties have reasonably determined that the Act is fully compliant with Federal Cannabis Laws. As used herein, "Federal Cannabis Laws" means any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), 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 and the regulations and rules promulgated under any of the foregoing.
- 11.8 **Counterparts; Effectiveness; Interpretation.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other Party hereto (including delivery via email *.pdf or similar electronic means).
- 11.9 **Entire Agreement.** This Agreement (and any other agreements contemplated hereby or separately executed and delivered by the Parties in connection with the execution and delivery of this Agreement, including, without limitation, the SSA, the Loan Documents, the assignment of the [Location 1] Purchase Agreement, and any other documents entered in connection therewith), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or other contemporaneous agreements, understandings and negotiations, both written and oral, between the parties.
- 11.10 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the

Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

- 11.11 **Interpretation.** The Parties have participated jointly in the negotiation and drafting of this Agreement and the other agreements and documents contemplated herein and have had an opportunity to consult with independent legal and accounting advisors. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any other agreement or documents contemplated herein, including, but not limited to, the Asset Option Purchase Agreement, this Agreement and such other agreements or documents shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement or any other agreements or documents contemplated herein.
- 11.12 **United States Dollars.** Except as otherwise provided in this Agreement, all payments pursuant to this Agreements shall be made by wire transfer in U.S. Dollars in immediately available funds to the account or accounts designated in writing by the payee to the payor.
- 11.13 **Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.
- 11.14 **Specific Performance.** Each of the Parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, each of the parties agrees that, without posting bond or other undertaking, the other parties will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter in addition to any other remedy to which it may be entitled, at law or in equity. Each Party further agrees that, in the event of any action for specific performance in respect of such breach or violation, it will not assert that the defense that a remedy at law would be adequate.
- 11.15 This Agreement is acknowledged, approved, and ratified by [Redacted: Confidential Information], an Arizona limited liability company (“[Location 1 Lessee]”), regarding Sections 2.5, 4.16, 8.3, 11.6, 11.7, 11.1(c), 11.13, and 11.14.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers to be effective as of the date hereof.

Big Perm's Dispensary Ohio, LLC

Signed: (s) Authorized Signatory

Name: [Redacted: Personal Information]

Title: Authorized Signatory

Next Gen Holdings, Inc.

By: Vext Science, Inc., its sole shareholder

Signed: (s) Eric Offenberger

Name: Eric Offenberger

Title: CEO

Acknowledged, approved, and ratified by:

[Location 1 Lessee]

Signed: (s) Authorized Signatory

Name: [Redacted: Personal Information]

Title: Manager

Schedule 2.1

Purchased Assets

- Tangible assets:
 - Any and all tenant improvements at the Locations
 - Equipment owned by Seller at the Locations
 - Inventory at the Locations
 - Cash in Seller's bank account(s) generated by or relating to business activity at the Locations as of Closing, subject in all respects to provisions of this Agreement, including without limitation Seller's ability to make tax distributions to the Members

- Intangible Assets:
 - Goodwill
 - The right to Certificate of Operation nos. [Redacted: Commercially Sensitive Information] and [Redacted: Commercially Sensitive Information] with the understanding that the Regulator may require new Certificates of Operation to be issued to Buyer at Closing as a condition of Regulatory Approval

- Seller's right to payment under the Member Loan Agreement and Promissory Note with the Members as provided in the Loan Documents

- Assumed Contracts:
 - [Redacted: Commercially Sensitive Information]

Schedule 2.2

Excluded Assets

- Per Section 2.2 of this Agreement, any properties or assets of Seller relating to Seller's prospective operation of a marijuana dispensary by the Company pursuant to Board of Pharmacy application no. [Redacted: Commercially Sensitive Information] or other such location as may be subsequently approved by the Regulator or any member equity interests in Seller to Buyer
- The Members' equity interests in Seller
- The tradename [Redacted: Commercially Sensitive Information]
- Seller's bank account(s) (subject to Schedule 2.1)

Schedule 2.3

Assumed Liabilities

- Seller's liabilities under the Loan Documents and the Support Services Agreement with Buyer
- Liabilities of Seller arising after the Closing under the Assigned Contracts, other than any liability in respect of any Assigned Contract arising out of or directly or indirectly relating to any breach, violation, default or action or omission occurring prior to the Closing
- The Members' liabilities to Seller as provided in Section 8.3(e) of this Agreement
- Seller's liability owed to [Lienholder] for the Construction Costs

Schedule 4.3(c) and 4.3(d)

Employees

- [Redacted: Commercially Sensitive Information]

Schedule 4.7

Title to Purchased Assets

- [Redacted: Commercially Sensitive Information]

Schedule 4.10

Compliance with Laws

- [Redacted: Commercially Sensitive Information]

Schedule 4.11

Legal Proceedings

- [Redacted: Commercially Sensitive Information]

Schedule 4.13

Environmental Matters

- [Redacted: Commercially Sensitive Information]

Schedule 4.16

Real Property

- [Redacted: Commercially Sensitive Information]

Schedule 4.18

Insurance

- [Redacted: Commercially Sensitive Information]

EXHIBIT A
Assignment and Assumption of [Location 1] Purchase Agreement

EXHIBIT B
Assumption and Assignment of Lease Agreement