

This Agreement made effective the 4th day of January, 2018.

CANNABIS SUPPLY AGREEMENT

BETWEEN:

AURORA CANNABIS ENTERPRISES INC.
("ACE"),

– and –

THE GREEN ORGANIC DUTCHMAN LTD.
("TGOD")

WHEREAS:

- a) ACE and TGOD are both licensed producers of cannabis pursuant to the ACMPR (as defined below);
- b) Aurora (as defined below) owns a portion of TGOD Holdings (as defined below); and
- c) TGOD has agreed to sell Material (as defined below) to ACE, and ACE has agreed to purchase such Material, in such volumes as determined based on the percentage of TGOD Holding that Aurora owns, as more particularly set out in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

1. Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) "**ACE Standards**" means the description relating to Material set out in Exhibit "C";
- (b) "**ACMPR**" means the *Access to Cannabis for Medical Purposes Regulations* promulgated under the *Controlled Drugs and Substances Act* (Canada) as may be amended from time to time and includes any successor regulations or legislation;
- (c) "**Additional Subsequent Facility**" means a facility to cultivate cannabis in at any location around the world that TGOD begins construction on, or otherwise acquires, prior to TGOD receiving a cultivation license at each of the respective Facilities;
- (d) "**Agreement**" means this agreement, including its recitals and schedules, as amended from time to time;
- (e) "**Applicable Law**" means:
 - (i) any applicable domestic or foreign law including any statute, subordinate legislation or treaty; and
 - (ii) any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or decree of a Governmental Authority;
- (f) "**Aurora**" means Aurora Cannabis Inc. and its wholly owned subsidiaries;

- (g) "**Batch**" means the batch of Material from which any Material sold to and purchased by ACE pursuant to this Agreement was taken, derived, or obtained;
- (h) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in the province of Ontario;
- (i) "**Cannabis Act**" means the act presented as *Bill C-45: An Act respecting cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts*, Eliz. II: 64-65-66;
- (j) "**Completion Date**" means such date as set out in Exhibit "A" attached hereto;
- (k) "**Confidential Information**" means any proprietary information delivered by one Party to the other pursuant to this Agreement, including, but not limited to:
 - i. the commercial terms of this Agreement, such as pricing of the Material;
 - ii. any and all information of a technical, financial, accounting, tax, legal, commercial, operational or logistics nature related to the respective businesses of the Parties; and
 - iii. the production, trimming, curing, processing, testing, quality assurance, and record-keeping practices of TGOD or ACE,

but Confidential Information shall not include any information:

- iv. which at the time of disclosure is readily available to the public;
 - v. which after disclosure becomes readily available to the public, other than through a breach of this Agreement;
 - vi. which is subsequently lawfully and in good faith obtained by the Party that does not own the information in question from an independent third party without breach of this Agreement;
 - vii. which the Party that does not own the information can establish was in such Party's possession without obligation of confidentiality prior to the date of disclosure of such information by the disclosing Party to such recipient Party; or
 - viii. which is required to be disclosed by the Party that does not own the information in question by operation of law or regulation, provided such Party (if permitted by law) gives the disclosing Party prompt notice to allow the disclosing Party a reasonable opportunity to obtain a protective order therefor, with the exception of any request from Health Canada regarding the Material;
- (g) "**Delivery Date**" means the date of each shipment of Material from TGOD to ACE in accordance with the delivery terms set out in Section 5;
 - (h) "**Deposit**" means \$2 per gram of dried flower of Material and \$0 per gram of trim of Material;
 - (i) "**Effective Date**" means the date first written above;
 - (j) "**Facilities**" means TGOD's cannabis production facilities that exist or are currently under construction and located in Ancaster, Ontario and Valleyfield, Quebec;

- (k) "**Governmental Authority**" means any domestic or foreign legislative, executive, judicial or administrative body, including Health Canada, or person having jurisdiction in the relevant circumstances;
- (l) "**Intellectual Property**" means intellectual property of any nature and kind including all domestic and foreign trade-marks, business names, trade names, domain names, trading styles, patents, trade secrets, software, industrial designs, plant breeders' rights, and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques and know-how;
- (m) "**Material**" means dried cannabis flower product and trim product set out in Exhibit "A";
- (n) "**Party**" means ACE or TGOD and "**Parties**" means both of them;
- (o) "Private Placement" means the private placement of subscription receipts for units of TGOD Holdings by Aurora pursuant to a subscription agreement dated January 4, 2018;
- (p) "**Purchase Price**" means the price per gram for each type of Material set out in Exhibit "A".
- (q) "**Sales License Date**" means the date that TGOD has received its licenses to sell cannabis at both of the Facilities pursuant to the terms of the ACMPR, Cannabis Act, or any other legislation that allows TGOD to legally sell cannabis in Canada; and
- (r) "**Term**" means the period of time beginning on the Effective Date and ending upon the Completion Date, unless terminated earlier in accordance with the terms set out in this Agreement;
- (s) "**TGOD Holdings**" means The Green Organic Dutchman Holdings Ltd. , the parent company of TGOD;

2. **Currency**

All references to currency herein are to lawful money of Canada.

3. **Material to be Sold and Purchased**

During the Term, but after the respective Sales License Date for each of the Facilities, TGOD shall sell to ACE and ACE will purchase from TGOD all of the right, title, benefit and interest of TGOD in and to the Material on the terms and conditions hereof. For clarity if one of the Facilities receives a sales license prior to the other, then ACE shall be entitled to purchase Material from the Licensed Facility, but the Completion Date shall be based on the Sales License Date (ie: when both Facilities are licensed to sell Material) if the Term is determined by Section (b) (i) or (iii) of Exhibit "A". [

4. **Payment of Purchase Price**

The Purchase Price shall be paid to TGOD as follows:

- a) The Deposit on or before the Delivery Date for each shipment of Material; and
- b) The remaining portion of the Purchase Price at the end of the second month after the Material has been sold. For clarity, ACE shall pay TGOD per gram of Material on a rolling basis as it is sold, and TGOD shall not have to

wait until each shipmen or Batch is sold before ACE pays TGOD for such Material.

5. Delivery Terms

Subject always to Section 6:

- (a) Delivery shall occur on the Delivery Date at TGOD's premises, with TGOD responsible for loading the Material onto freight service providers arranged by ACE. For clarity, the Delivery Date is the date that such freight service providers receive such Material at TGOD's premises.
- (b) TGOD will apply commercially reasonable efforts to ensure the Material is in good condition when it is delivered onto the freight service providers arranged by ACE.
- (c) TGOD will provide, at its own cost, packaging materials and services in preparation for shipping the Material in a manner compliant with Applicable Law.
- (d) ACE will nominate, engage and coordinate freight services that are appropriate for the value of the Material. ACE will be responsible for all transportation and insurance costs.
- (e) Title to the Material, as well as risk of loss, shall pass to ACE once the Material is loaded onto the freight service provider arranged by ACE.

6. Testing of Material Once Delivered to ACE

- (a) Upon receipt of Material, ACE shall send a composite sample (comprising of combined individual samples from each shipped container of Material) and retain a second for archive purposes of each Batch of Material directly to Anandia Laboratories Inc. at #322-2259 Lower Mall, Vancouver, BC V6T1Z4, or such other laboratory as agreed to by the Parties, so that such Material can be tested in accordance with the Applicable Law and any other reasonable requirements that ACE typically tests its own cannabis products for, as demonstrated by ACE's testing of its own cannabis products, and as identified in writing to TGOD from time to time prior to a Delivery Date, and achievable by TGOD upon TGOD making commercially reasonable efforts (such testing is the "ACE Testing"). The ACE Testing shall be completed at the expense of ACE and ACE shall immediately share the results of such testing with TGOD.
- (b) If the Material does not successfully pass the ACE Testing, as determined by ACE, acting reasonably, then, with respect to such Batch of Material:
 - i. ACE shall immediately notify TGOD as to the results of the ACE Testing, including reasons as to why ACE believes the Material has not passed the ACE Testing despite having passed the TGOD Testing (as defined below);
 - ii. ACE may reject such Batch of Material;
 - iii. TGOD shall be responsible to compensate ACE immediately by reimbursing the Deposit that was paid by ACE to TGOD for the Material from that Batch or crediting the Deposit that was paid against future payment of Purchase Price for future purchases of Material by ACE, as determined by ACE;
 - iv. the portion of the Purchase Price that is unpaid by ACE for such Batch of Material shall immediately be forfeited by TGOD and shall no longer be payable; and
 - v. ACE shall re-deliver such Batch of the Material to TGOD as soon as such delivery is approved by Health Canada and the shipping costs associated with such re-delivery

shall be borne by TGOD. Title to the Material, as well as risk of loss, shall pass to TGOD once the Material is loaded onto the freight service provider arranged by ACE, and notwithstanding anything else in this Agreement, TGOD shall be free to sell and deliver such Batch of Material to whomever and upon whatever terms it may determine.

7. ACE's Representations and Warranties

ACE represents and warrants to TGOD (and confirms that such representations and warranties will be true as of each date respective Delivery Date) that:

- (a) ACE owns all required licenses under all Applicable Law necessary to engage in the transactions contemplated by this Agreement, including without limitation the ability to engage in the purchase, sale and transportation of Material; and
- (b) ACE accepts ownership and all risk of loss associated with the Material once the Material is loaded onto the freight service provider, as per the terms set out in Section 5(e).

8. TGOD's Representations and Warranties

TGOD represents and warrants to ACE (and confirms that such representations and warranties will be true as of each respective Delivery Date) that:

- (a) subject to the issuance of a licenses to cultivate and sell Material pursuant to Applicable Law at the Facilities, each of which must be issued on or before the first respective Delivery Date of Material from each respective Facility, TGOD holds the required licenses under all Applicable Law necessary to engage in the transactions contemplated by this Agreement, including without limitation the ability to engage in the sale and transportation of Material pursuant to Applicable Law;
- (b) TGOD has produced and handled the Material in compliance with Applicable Law;
- (c) the Material has undergone all required quality assurance product testing as outlined in Applicable Law (the “**TGOD Testing**”);
- (d) the Material has not undergone gamma irradiation;
- (e) immediately prior to the time TGOD transfers title of the Material, TGOD shall be the owner of the Material with good title to the Material; and
- (f) the specifications, test results and data regarding the Material provided by TGOD to ACE prior to each shipment of Material, including but not limited to the following information regarding the Material received by ACE:
 - i. TGOD Testing results/Certificate of Analysis from the lab(s) for each Batch of Material (i.e. all Health Canada required testing parameters (THC/CBD/microbial/heavy metal/pesticides) represented in these documents);
 - ii. Certificate of Manufacture or Release Documentation or equivalent;
 - iii. Sampling Protocol used to obtain sub-lots sent to lab(s) for analysis;
 - iv. SOP for Quality Assurance release (for sale) process; and
 - v. list of deviations associated with each Batch of the Material,

accurately reflects the characteristics and condition of the Material.

9. Production Practices and Examination of Material and Records

During the Term, TGOD and ACE shall:

- (a) within two (2) Business Days of a request by a Party, make available to the other Party and its authorized representatives all documentation or data that has been requested from the requesting Party by Health Canada auditors, such as title documents, reports, studies, permits, licences and all other records in the other Party's possession or under its control relating to the Material, including documents relating to tracking, cloning, inventory, seed transfer and Batch records. This obligation will persist for a period of two (2) years after the Completion Date; and
- (b) retain all records described in Section 9(a) for the longer of (i) a period of two (2) years after the Delivery Date or earlier termination of this Agreement, or (ii) the period required by Applicable Law, and will also comply with all its obligations under Applicable Law with respect to such records.

During the Term, TGOD shall:

- (c) give ACE and its authorized representatives every reasonable opportunity to have access to and to inspect the Material and the Facilities during business hours on a Business Day with reasonable notice prior to delivery to the freight service provider designated by ACE of each Batch of Material, at ACE's own cost;
- (d) provide to ACE all preliminary and final test results from the TGOD Testing with respect to the Material, including relevant lot release materials and documents, specifically:
 - i. copy of Certificate of Analysis including results for THC/CBD, yeast/mould, total microbial count, heavy metal, pesticides (if applicable), and all other ACMPR required analytics necessary for release of product;
 - ii. analytical methods and parameters;
 - iii. sampling method used to obtain lots sent to lab; and
 - iv. Certificate of Manufacture, which will include: lot number, strain name, a signed attestation from the quality assurance person responsible for releasing Batches stating, "I have reviewed all relevant production procedures and records and attest that these products meet the criteria for Release of Product under GPP/ACMPR/ Applicable Law";
- (e) cultivate strains of Material at the Facility that are requested by ACE so that the Material that is available for ACE to acquire pursuant to this Agreement is Material of such strains that are desirable to ACE, provided such strains are permissible in accordance with TGOD's licenses to cultivate and sell Material; and
- (f) provide monthly reports to ACE regarding the status of the strains of Material that TGOD is cultivating and will have available to sell to ACE pursuant to the terms of this Agreement and shall notify ACE as soon as reasonably possible if TGOD's cultivation of the Materials is negatively impacted by any means which could result in the Material not being available for ACE to purchase or in the quality of the Material being negatively impacted or materially altered.

10. Conditions of Closing for each Shipment of Material

The sale by TGOD and the purchase by ACE of each shipment of Material shall be subject to the following conditions, all which are to be performed or complied with at or prior to each respective shipment of Material:

- (a) the representations and warranties of each of TGOD and ACE set forth in Sections 7 and 8 will be true and correct in all material respects at each Delivery Date with the same force and effect as if made at such time;
- (b) TGOD will have performed or complied with all of its obligations under this Agreement in all material respects at or prior to each Delivery Date;
- (c) ACE will have confirmed that the Material is satisfactory with regard to the ACE Testing, and the ACE Standards, acting reasonably, and that all testing and lot release documents are in order and meet its reasonable expectations in accordance with this Agreement; and
- (d) both TGOD and ACE will have received any required approvals from Health Canada or other Governmental Authority pursuant to Applicable Law authorizing the transaction or monthly shipments of Materials, as the case may be.

The conditions set out in Section 10(a) (with respect to TGOD's representations and warranties), 10(b) and 10(c) above are for the benefit of ACE and may be waived by ACE at any time. By notice in writing prior to or on the scheduled Delivery Date, ACE may decide not to proceed with the purchase of Material if any condition in Section 12(a) (with respect to TGOD's representations and warranties), 10(b), or 10(c) has not been satisfied as at such Delivery Date and ACE has not waived such condition on or before such respective shipment date.

The conditions set out in Section 10(a) (with respect to ACE's representations and warranties) are for the benefit of TGOD and may be waived by TGOD at any time. By notice in writing prior to or on a scheduled Delivery Date for any shipment of Material, TGOD may decide not to proceed with the sale of Material if any condition in Section 10(a) (with respect to ACE's representations and warranties) has not been satisfied as at such Delivery Date for the Material for that month and TGOD has not waived such condition on or before such respective shipment date.

The condition set out in Section 10(d) may not be waived. Additionally, neither Party shall be required to proceed with the shipment of Material if the condition set out in Section 10(d) has not been met on or before the scheduled Delivery Date.

11. Recall Procedures

In the event that a Party (the "**Recalling Party**"), determines in good faith that it is required to initiate a recall as required by Applicable Law (each a "**Recall**") with respect to a Batch of Material (the "**Recalled Batch**"), the Recalling Party shall immediately notify the other Party (the "**Other Party**") of the Recall and:

- (a) such notice shall be accompanied by a detailed explanation of why the Recalling Party has determined that it is required to initiate a Recall of the Recalled Batch, which shall include all of the information that must be provided to the Health Canada pursuant to section 77 of the ACMPR (the "**Recall Notice**") or a similar recall notice pursuant to other Applicable Law;
- (b) the Parties shall create a recall team (the "**Recall Team**") consisting of, at a minimum, the quality assurance person and responsible person in charge of each Party. The Recall Team shall be of sufficient constitution to implement and manage the Recall pursuant to the requirements of the ACMPR and each Party's Standard Operating Procedures with respect to recalls (the "**SOPs**");
- (c) the Recalling Party shall be responsible for providing the information required under section 77 of the ACMPR to Health Canada prior to commencing any recall activities. The Recalling Party shall promptly inform the Recall Team of any directions or recommendations of Health Canada with respect to the Recall;

- (d) if TGOD is the Recalling Party, in accordance with and subject to the ACE's SOPs:
- i. ACE shall promptly quarantine and cease to sell the Recalled Batch and shall use its commercially reasonable good faith efforts to cooperate and assist TGOD with such Recall including providing TGOD with commercially reasonable assistance in the preparation of the Recall Report for such Recall;
 - ii. ACE shall promptly determine whether, as a result of TGOD initiating a recall of the Recalled Batch or otherwise, ACE will also recall the Recalled Batch (a "**Concurrent Buyer Recall**") and notify TGOD in writing of such determination. If ACE does not notify TGOD of its determination to initiate or not initiate a Concurrent Recall within five (5) Business Days of TGOD notifying ACE of the Recall, ACE shall be deemed to have determined not to initiate a Concurrent Recall;
 - iii. if ACE determines to initiate a Concurrent Buyer Recall, the provisions of this Section 11(c)(iii) shall apply:
 1. ACE shall promptly return any unsold quantity of the Recalled Batch to TGOD (the "**Recall Returned Quantity**"). ACE shall ship the Recall Returned Quantity to TGOD in accordance with the ACMPR and other Applicable Law and instructions of Health Canada and all shipping costs and applicable taxes shall be borne exclusively by TGOD, and shall provide a statement confirming that the Recall Returned Quantity represents 100% of the unsold quantity of the Recalled Batch; and
 2. TGOD shall promptly, and in no event later than fifteen (15) Business Days after its receipt of the Recall Returned Quantity, reimburse ACE for all amounts previously paid by ACE to TGOD in connection with such Recalled Batch, including the Purchase Price that was paid to TGOD for such Recalled Batch, the shipping costs and all applicable taxes on the foregoing, and any other out of pocket expenses, all as detailed in the invoice(s) relating to the Recalled Batch collectively, the "**Buyer Recall Liabilities**"). Notwithstanding the foregoing, the Parties may agree to set off the amount to be reimbursed by TGOD to ACE pursuant to this Section against future payments owed by ACE to TGOD;
- (d) if ACE is the Recalling Party, in accordance with and subject to TGOD's SOPs:
- i. TGOD shall use its commercially reasonable good faith efforts to cooperate and assist ACE with such Recall including providing ACE with commercially reasonable assistance in the preparation of the Recall Report for such Recall;
 - ii. TGOD shall promptly determine whether, as a result of ACE initiating a recall of the Recalled Batch or otherwise, TGOD will also recall the Recalled Batch (a "**Concurrent Vendor Recall**") and notify ACE in writing of such determination. If TGOD does not notify ACE of its determination to initiate or not initiate a Concurrent Recall within fifteen (15) Business Days of ACE notifying TGOD of the Recall, TGOD shall be deemed to have determined not to initiate a Concurrent Recall and the provisions of Section 11(e) shall apply; and
 - iii. if TGOD determines to initiate a Concurrent Vendor Recall, the provisions of Section 11(c)(iii) shall apply; and
- (e) if ACE is the Recalling Party and TGOD determined not to initiate a Concurrent Vendor Recall:

- i. the Recall Team shall promptly, and in no event later than ten (10) calendar days from the date of TGOD's notification to ACE that it has determined not to initiate a Concurrent Vendor Recall, meet (in person or by telephone) to discuss the reasons for ACE's initiation of a Recall (a "**Recall Meeting**");
- ii. if the Parties mutually agree that the reason(s) underlying ACE's need for a Recall were solely the result of an act or omission of ACE, TGOD shall have no further obligation or liability with respect to the Recalled Batch or the Recall thereof;
- iii. if the Parties mutually agree that the reason(s) underlying ACE's need for a Recall were solely the result of an act or omission of TGOD, the provisions of Section 11(c)(iii) shall apply;
- iv. if the Parties mutually agree that the reasons(s) underlying ACE's need for a Recall were the result of acts and omissions of both Parties, the Parties, acting reasonably, shall allocate a percentage of such fault to TGOD (the "**Fault Percentage**") and the provisions of Section 11(c)(iii) shall apply, but only to the extent of the Fault Percentage. For greater certainty by way of example, TGOD's reimbursement obligation set out in Section 11(c)(iii) would be limited to the portion of the Recall Returned Quantity equal to product obtained when the Recall Returned Quantity is multiplied by the Fault Percentage;
- v. if the Parties are unable to mutually agree as to the reason(s) underlying ACE's need for a Recall and/or the Fault Percentage, within ten (10) Business Days of the Recall Meeting (each a "**Recall Dispute**"), the Parties shall promptly refer the Recall Dispute for binding arbitration in accordance with the provisions of this Agreement and shall instruct the arbitrator to render an arbitral award which is consistent with the provisions of this Section 11(e); and
- vi. in the event that ACE returns the Recall Returned Quantity of Material to TGOD pursuant to Section 11(c)(iii) and TGOD determines that such Material is of a quality that may be sold to a third party and is able to resell such Recall Returned Quantity of Material pursuant to Applicable Law, TGOD may sell such Recall Returned Quantity of Material to any third party on whatever terms it desires.

12. **Termination**

- (a) This Agreement shall automatically terminate if the Private Placement has not been completed on or before January 12, 2018.
- (b) This Agreement shall expire on the Completion Date, subject to the mutual written agreement of the Parties to extend the Term past the Completion Date.
- (c) Notwithstanding the foregoing, this Agreement may be terminated at any time:
 - i. by mutual written agreement of the Parties;
 - ii. by either Party if the other Party is in material breach of this Agreement, taken in the context of the Agreement as a whole, provided that:
 1. such Party has given written notice to the other Party setting out the relevant circumstances and stating an intention to terminate and the relevant circumstances have continued to exist for 15 Business Days from the time such notice is given, and

2. such Party has given a further notice in writing to the other Party stating that the Agreement is terminated;
- iii. by TGOD if ACE ceases to hold all required licenses under all Applicable Law necessary to engage in the transactions contemplated by this Agreement, including without limitation the ability to engage in the purchase, sale and transportation of Material under Applicable Law; and
- iv. by ACE if TGOD ceases to hold all required licenses under all Applicable Law necessary to engage in the transactions contemplated by this Agreement, including without limitation, after the Sales Licence Date, the ability to engage in the sale and transportation of Material under Applicable Law.

13. Confidentiality

Upon execution of this Agreement and for a period of three (3) years after the Completion Date or earlier termination of this Agreement, and subject to the terms of this Agreement, each of TGOD and ACE agree to hold and maintain the Confidential Information of the other in the strictest confidence. Each of TGOD and ACE shall divulge such Confidential Information only to its employees, agents, professional advisors or subcontractors who reasonably require access to such information for the purpose of performing this Agreement and who have been notified of the covenants of confidentiality set out in this Agreement. Each Party shall be liable to the other for any and all damages, including reasonable legal fees, in the event that this confidentiality provision is violated and shall be liable for any such violation by its employees, agents, professional advisors or subcontractors. On the earlier of the Completion Date or the termination of this Agreement pursuant to Section 12 any tangible Confidential Information, along with any copies thereof, shall be returned to the disclosing Party, or destroyed, at the sole option of the disclosing Party.

14. Indemnity by TGOD

TGOD shall at all times and without limitation, indemnify and save harmless ACE, its, directors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of ACE, its directors, officers, employees, contractors, agents, insurers and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:

- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of TGOD and/or any of those persons for whom TGOD is responsible at law (including, without limitation, any of its employees or contractors);
- (b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of TGOD to be fulfilled, kept, observed or performed, as the case may be; or
- (c) any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action or negligent failure to act of TGOD and/or any of those persons for whom TGOD is responsible at law (including, without limitation, any of its employees or contractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the ACE at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

15. Indemnity by ACE

ACE shall at all times and without limitation, indemnify and save harmless TGOD, its, directors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of TGOD, its directors, officers, employees, contractors, agents, insurers and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:

- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of TGOD and/or any of those persons for whom ACE is responsible at law (including, without limitation, any of its employees or contractors);
- (b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of ACE to be fulfilled, kept, observed or performed, as the case may be; or
- (c) any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action or negligent failure to act of ACE and/or any of those persons for whom ACE is responsible at law (including, without limitation, any of its employees or contractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the TGOD at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

16. Arbitration Procedure

- (a) All disputes, controversies or claims arising out of, relating to, or in respect of this Agreement, including any issue regarding its existence, validity, enforceability, interpretation, breach or termination (each a "**Dispute**") shall be resolved in accordance with the terms of this Agreement.
- (b) Any Dispute that Parties are unable to amicably resolve or settle between themselves through negotiations between senior executives of Parties within fifteen (15) Business Days (or such longer period as the Parties may mutually agree to in writing) of a Party being provided notice of such Dispute or difference in accordance with the notice provisions of this Agreement (the "**Consultation Period**") may, at the request of one of the Parties be referred to and finally determined by final and binding arbitration. For clarity, if one Party requests to proceed with arbitration, the other Party shall be required to participate and the term of this Section 16 shall apply. The arbitration shall be confidential and shall be conducted by one independent and impartial arbitrator selected in accordance with the terms of this Agreement (the "**Arbitrator**").
- (c) The arbitration shall be governed by the *Arbitration Act* (Ontario) to the extent that such rules do not conflict with the terms of this Section 16.
- (d) The arbitration shall be seated in the City of Toronto and the arbitration agreement set forth in this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- (e) Within fifteen (15) calendar days of the expiry of the Consultation Period, the Parties agree to jointly select the Arbitrator. The Arbitrator shall be impartial and independent of the Parties and shall be experienced and knowledgeable about the subject matter of the Dispute (generally and not as to the express facts concerning the Dispute). If the Parties are unable to agree upon the Arbitrator, either Party may apply to the court to select the Arbitrator.

- (f) The Arbitrator shall have jurisdiction: (i) to apply all Applicable Laws, common law and equity (including without limitation the scope of the agreement to arbitrate, any statute of limitations, conflict of laws rules, tort claims and interest claims); and (ii) to make an award or awards in respect of interest and the payment of the costs of the arbitration (including arbitrators' fees and the legal costs of the Parties). The Arbitrator also may, where requested by a Party, determine the nature and extent of production of documents and oral depositions.
- (g) The award of the Arbitrator shall be reduced to writing and be final and binding on the Parties and not subject to any appeal (a "**Final Determination**"). Any monetary award shall be made and payable, free of any Taxes or other deduction, and shall bear interest from the date of any breach or other violation of this Agreement to the date on which the award is paid, at a rate determined by the Arbitrator.
- (h) Judgment upon the award(s) rendered by the Arbitrator may be entered and execution had in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and order of enforcement.
- (i) Subject to Section 16(f), each Party shall bear its own expenses of preparing for and participating in connection with the arbitration, including legal fees but the Party against whom judgment is rendered shall bear all legal fees of the Arbitrator.
- (j) By agreeing to arbitration, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of the arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies in aid of arbitration as may be available under the jurisdiction of a legal court, the Arbitrator shall have full authority to grant provisional remedies, statutory remedies and to award damages for the failure of the Parties to respect the Arbitrator's orders to that effect.
- (k) Nothing in this Agreement shall restrict or prohibit a Party from commencing arbitration at any time, including prior the expiry of a Consultation Period, in order to protect its rights under this Agreement or in relation to a dispute or disagreement.
- (l) Except as expressly provided for in this Agreement or where otherwise reasonably prevented by the nature of the Dispute, the Parties shall continue to perform their respective duties, obligations and responsibilities under this Agreement while the Dispute is being resolved in accordance with this Section 16 unless and until such obligations are lawfully terminated or expire in accordance with the provisions thereof.
- (m) All dispute resolution and arbitration proceedings (including all related information, communications, documents, materials, and evidence) shall be strictly confidential, and each Party shall have a fiduciary obligation to the other Party to protect, preserve and maintain the integrity of such confidentiality.

17. **General**

- (a) Each of ACE and TGOD will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Party may, either before or after the Completion Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- (b) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

- (c) No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.
- (d) This Agreement may not be assigned by ACE or TGOD without the written consent of the other Party. Notwithstanding the foregoing, ACE and TGOD may assign this Agreement to their respective affiliates, as defined in the *Canada Business Corporations Act*, provided that the representations and warranties of such Party hereunder are true in all respects with regard to such affiliate.
- (e) Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

To ACE:

1199 West Hastings Street
Suite 1500
Vancouver, BC V6E 3T5

Attention: Nick Whitehead
Email: nickw@auroramj.com

To TGOD:

6205 Airport Rd, 3rd Floor
Mississauga, ON L4V

Attention: Marc Cernovitch
Email: mcernovitch@tgod.ca

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either Party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

- (f) The right and remedies of the Parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.
- (g) This Agreement shall be construed and governed by the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
- (h) This Agreement may be executed electronically by facsimile or PDF, in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
- (i) Time shall be of the essence of this Agreement.

- (j) The Parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the completion of the sale of the Material shall survive the completion of the sale of the Material and shall not be merged therein or therewith.
- (k) This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the Parties.
- (l) This Agreement shall be interpreted according to its fair construction and shall not be construed as against any Party hereto.

IN WITNESS WHEREOF the Parties have executed this Agreement.

AURORA CANNABIS ENTERPRISES INC.

Per: “Terry Booth”

THE GREEN ORGANIC DUTCHMAN LTD.

Per: “Robert W. Anderson”

Exhibit "A"**a) Percent Ownership**

For any provision of this Exhibit "A" that refers to Aurora's percent ownership of TGOD Holdings, such calculation shall be determined as follows:

Percent Ownership = (# of common shares (including those common shares convertible by convertible securities into common shares) and warrants of TGOD Holdings held by Aurora / # of outstanding common shares of TGOD Holdings on a fully diluted basis) X100 = X %

(the "Percent Ownership")

b) Completion Date

The Completion Date shall be determined by the following:

- i) For as long as Aurora owns at least [REDACTED] Percent Ownership of TGOD Holdings, the Completion Date shall be the 20th anniversary of the Sales License Date;
- ii) The Completion Date shall be the date immediately after Aurora ceases to have at least [REDACTED] Percent Ownership of TGOD Holdings; or
- iii) If Aurora owns between [REDACTED] Percent Ownership and [REDACTED] Percent Ownership of TGOD Holdings, then the Term of the Supply Agreement shall be 2 years from the Sales License Date.

c) The Material

The Material purchased by ACE from TGOD pursuant to the terms of this Agreement shall be Material produced at the Facilities of such strains as identified by ACE to TGOD in writing from among the strains TGOD is licensed to cultivate and sell. For clarity, ACE shall have no obligation to purchase strains of cannabis that it has not previously identified to TGOD as being a strain of Material that it desires to acquire.

For clarity, if Material is produced by TGOD that does not comply with the requirements of this Agreement, including, but not limited to, passing all testing requirements imposed by applicable law or the Aurora Testing, ACE shall not be compelled to purchase such portion of Material that does not comply and TGOD shall be free to sell and deliver such Material to a third party. Additionally, ACE and TGOD shall work together to create forecasts for production on an annual basis, as updated quarterly. These forecasts shall include information setting out ACE's expected demands for Material, including strain types.

d) Minimum Quantity of Material Supplied by TGOD

Subject to the provisions below, TGOD shall ensure that it provides ACE with the opportunity to purchase a minimum of 20% of its dried flower Material production at the Facilities per year of the Term and 20% of its trim (extractable plant matter) produced at the Facilities per year of the Term (collectively, the "**Reserved Amounts For ACE**"). All Material will be delivered in 100KG bulk packaging units, or such other quantities as may be mutually agreed upon for bulk packaging.

These Reserved Amounts For ACE are based on Aurora owning at least [REDACTED] Percent Ownership of TGOD Holdings, and the Reserved Amount for Aurora shall vary based on Aurora's ownership interest of TGOD Holdings on a pro rata basis as follows:

- i) the Reserved Amounts For ACE will be adjusted on a basis proportionate to any reduction in Aurora's Percent Ownership, and increased proportionately based on Aurora's increase in Percent Ownership up

to a maximum Percent Ownership of [REDACTED], but provided that in no event shall the Reserved Amounts For ACE exceed [REDACTED] of the dried flower Material and trim produced at the Facilities in any given year of the Term; and

- ii) Notwithstanding the foregoing, the Reserved Amounts For ACE shall not decrease until Aurora's Percent Ownership is less than [REDACTED] For clarity, the [REDACTED] Reserved Amount For ACE is based on Aurora maintaining Percent Ownership of at least [REDACTED], but if Aurora has less than [REDACTED] Percent Ownership, then Aurora's entitlement to purchase dried flower and trim shall be adjusted pro rata from a basis of [REDACTED] Percent Ownership for [REDACTED] of the Reserved Amount for ACE.

Additionally, if TGOD or an affiliate develops an Additional Subsequent Facility, then ACE shall have the right to purchase [REDACTED] of the cannabis produced in each of such Additional Subsequent Facilities for 12 months on the terms set out herein, if permissible by applicable law.

For clarity, TGOD shall use best efforts to ensure that the Material is available for ACE in 12 equal volume monthly intervals unless otherwise requested by ACE.

Notwithstanding any other provision of this Agreement, ACE shall not be required to purchase Material from TGOD even if such Material meets the Aurora Testing Standards and all other standards set by ACE if ACE provides TGOD with written notice that it does not desire to acquire such Material based on the following time lines:

- i) For Material up to [REDACTED] of TGOD's production of Material – at least 60 days written notice prior to the scheduled Delivery Date; and
- ii) For Material in excess of [REDACTED] of TGOD's production of Material – at least 150 days written notice.

e) Purchase Price

The Purchase Price for Material shall be based on the following:

- i) For any dried flower Material that ACE sells to a third party for [REDACTED] or less per gram, [REDACTED] of the price that ACE sells such Material to a third party for, subject to a minimum Purchase Price payable to TGOD of [REDACTED] of Material;
- ii) For any dried flower Material that ACE sells to a third party for more than [REDACTED] per gram, [REDACTED] of revenue above [REDACTED]. For clarity, see "Exhibit B". Prices between the points shown in "Exhibit B" shall be interpolated;
- iii) Notwithstanding the foregoing, if TGOD's costs to produce the dried flower Material + [REDACTED] is greater than [REDACTED], then the Purchase Price for such dried flower Material shall be [REDACTED];
- iv) For any trim Material, [REDACTED] of THC and/or CBD. However, if this price is more than [REDACTED] lower than market price, then ACE and TGOD will renegotiate this price.

Prices listed above are exclusive of applicable sales tax.

ACE shall not sell Material at below fair market value and if TGOD, acting reasonably, believes that Material is being sold below fair market value, the parties shall engage a mediator to resolve the issue in good faith. Additionally, ACE shall not be permitted to sell any Material sold by TGOD to ACE pursuant to this Agreement at compassionate pricing.

f) Audit Rights

Beginning on the Sales License Date, TGOD and its authorized representatives shall have the right, exercisable on reasonable notice to ACE of at least 5 Business Days, to audit, examine, and make copies of, or extracts from, all financial and related records (in whatever form they may be kept, whether written, electronic, or other):

- i. kept by or under the control of ACE, including but not limited to those kept by ACE, its affiliates, employees, agents, assigns, successors, and subcontractors; and
- ii. relating to or pertaining to this Agreement and any calculations required to be made hereunder, including the proceeds from the sale of Material.

For clarity, TGOD shall only have access to such records to the extent that they relate to the sale of the Material acquired by ACE from TGOD pursuant to this Agreement, and this information shall be limited to: relevant Lot numbers of Material, net sales prices associated with the Lot numbers, quantity of Material sold, and date that the Material is sold. Additionally, TGOD shall only be entitled to perform such audits a maximum of 2 times per year of the Term, unless TGOD's audits during that year of the Term show discrepancies between ACE's reports to TGOD and ACE's records as further described in subsection (d) below, upon which TGOD may perform audits once per quarter of the Term.

The purpose of any examination conducted under this Section f) shall be for TGOD to confirm that all information provided by ACE to TGOD regarding sales of Materials or other matters relating the calculations of amounts owing by ACE to TGOD hereunder are true and correct in all respects.

In the event any audit examination reveal that the amounts paid by ACE to TGOD hereunder were incorrect, TGOD shall present its findings to ACE and ACE shall have 15 Business Days to either agree that the adjustments identified by TGOD are required to be made or to deliver a written notice of objection to TGOD setting forth ACE's reasons for disagreeing with TGOD's calculations. In the event no notice of objection is delivered within such 15 Business Day period, ACE will be deemed to have accepted TGOD's findings and payments shall be made to effect such adjustments immediately by the Party obligated to make such payments.

In the event ACE objects to TGOD's proposed adjustments and the Parties are unable to settle such dispute, the matter shall be referred for determination to a national accounting firm (acceptable to each Party, acting reasonably) which is not then engaged as auditor or advisor by either TGOD or ACE, or any affiliates of either Party. The determination of any required adjustments by such accounting firm shall be final and binding on both Parties and the costs associated with such determination shall be shared by the Parties equally. The Party obligated to make any payments to rectify the errors identified hereunder shall make such payments immediately upon receipt of such determination or otherwise as agreed by the Parties.

g) Branding:

All Material sold to ACE under this Agreement will be packaged and sold to third parties by ACE under the ACE brands in accordance with Applicable Law.

h) Right of First Offer Regarding Surplus Inventory:

In the event that TGOD determines that it has Material that is surplus to the Reserved Amounts For ACE ("**Surplus Inventory**") and intends to sell that Surplus Inventory to a licensed producer pursuant to the terms of the *ACMPR* (as may be amended or replaced from time to time) or a similar producer pursuant to the Cannabis Act, TGOD shall give written notice (by electronic means) to ACE (a "**Proposed Sale Notice**") of its desire to proceed with such a sale. The Proposed Sale Notice shall set out the quantity to be sold, strains and profiles (CBD/THC content) of strains, price TGOD will sell at, and a confirmation of compliance of the Surplus Inventory with the provisions of Section 8 and 9 of this Agreement. (the "**Sale Terms**").

ACE shall have the right, exercisable within three (3) business days of receipt of the Proposed Sale Notice, by written notice (by electronic means) to TGOD (a "**Purchase Notice**") to purchase the full amount (but not less than the full amount) of the Surplus Inventory on the Sale Terms. If ACE delivers a Purchase Notice within such three (3)

day period, TGOD shall sell the Surplus Inventory to ACE pursuant to the Sale Terms. If ACE does not deliver a Purchase Notice within such three (3) day period, TGOD shall be free to sell the Surplus Inventory pursuant to the terms of the Proposed Sale Notice, as long as such transaction proceeds within 21 days of TGOD delivering the Proposed Sale Notice to ACE, failing which, TGOD shall be required to submit another Proposed Sale Notice to ACE prior to proceeding with such transaction.

i) **Delivery Date:**

The Delivery Date for shipments of Material shall be on such date as reasonably agreed to by the Parties after the required approvals from any relevant Governmental Authority are obtained.

Once the Material is loaded onto courier for delivery to ACE, ACE shall take ownership of the Material and bear the risk of loss.

j) **Shipping Address:**

AURORA CANNABIS ENTERPRISES INC.
4439 Township Road 304
Cremona, AB
T0M 0R0

or such other address in Canada as identified by ACE in writing from time to time.

EXHIBIT C

ACE Standards

Suggested Requirements for Inspection of Dried Cannabis

Colour:

- Very dark flower and leaf colour can indicate nutrient burn.
- Light brown (bleached looking) secondary leaves indicate nutrient burn / end of life stress.
- Crystal on bud, yes / no. Indicates potency, more crystal = better from a market perspective.
- Patches of a much lighter colour than surrounding cannabis can indicate that a portion of the flower was cut off to remove heat damage or mold. This is a huge indicator that the producer is trying to hide production errors.
- Flowers can brown if they have a high moisture content when entering the dry room (also if the dry room is run at a higher than recommended temperature). This colour is caused by the breakdown of chlorophyll. This colour change can mean that microbial is an issue with the product, but this is not guaranteed.
 - Browning isn't a critical concern, but does reduce the value to the end consumer.

Smell:

- Good cannabis usually smells pleasantly herbal, with notes of essential oils which vary from strain to strain and crop to crop. Some strains will smell dark and earthy, with possible hints of odours similar to petrochemicals (similar to the smell of diesel fuel).
 - Not unlike wine, cannabis can have an almost unlimited variety of aromas. When assessing quality, smell is mainly used to check for negatives (next 2 points).
- Dank or moldy smells, like those you would smell in a moist basement, indicate possible microbial contamination / excessive moisture.
- Unstable or poorly cured cannabis will have a "barnyard" or "hay-like" odour. This is caused by the oxidation of various components due to long-term exposure to air or drying which occurs too rapidly / at too high of a temperature.

Structure:

- Cannabis flowers can be both very dense or relatively loose and fluffy. Both are ideal end results, depending on strain.
 - Market shows a mild preference for dense cannabis due to belief that density directly relates to quality.
 - Very dense strains can have more issues with microbial content.
 - Very dense strains occasionally maintain terpene contents better due to less exposure to outside environment.

- The base of individual flowers will indicate unfinished product if little flower formation has occurred and most of what can be seen is stem.
- The tips of buds can show “fox tails”, which look like a hydra of multiple growing tips. This can indicate many different things, notably lifetime stress (often concentrated at end of flower cycle) or improper use of nutrients during the end of life cycle.
- Presence of seeds (important to pry apart buds to check), or partially formed seedlets.
 - Seedlets look similar to seeds, but have no density (basically a green husk of what could have become a seed).
- Size of buds is an important indicator of quality.
 - Smaller than 1cm diameter are undesirable from a market standpoint and also lead to an increased amount of product loss due to degradation (turns to powder easier).
 - Larger than about 8cm tip-to-tip is also a negative. The market likes these large “show buds”, but microbial issues are heavily associated with these.
 - Inspections should concentrate on these larger buds, though not exclusively.
 - Excessively large buds can also add labour on our end while bottling if the bud itself is heavier than 10g. Stem weight becomes more of a concern the larger the bud is as well (higher proportion of stem weight to flower weight).

Trim quality:

- How closely have the leaves been brought back to the flower itself (how “tight” is the trim).
 - “Loose” trims are occasionally done intentionally as a way to increase overall weight of a harvest.
- Machine / hand
 - Machine trimmed cannabis generally looks rougher, with cuts on secondary leaves that look somewhat erratic.
 - If the stem is cut improperly, machine trimmed cannabis will have stems which have been caught by the machine’s blades and shredded into many strands. The colour will be very different from the rest of the product (light brown). If common, this is a large (though not necessarily critical) reduction in quality.
 - Poorly hand-trimmed cannabis will look very irregular, with some flowers trimmed perfectly, and others looking as if they have barely been touched.
 - Occasionally hand trim will also lead to a large range in the size of the cannabis, with some very large buds included.
- Wet / dry trim
 - Wet trim will have more secondary leaf material left on the flower.
 - Dry trim will (if done well) have almost no secondary leaf material left, as the dry leaves break off at the lowest point possible.
- Crow’s feet

- At the bottom of each flower there are at least 2 larger leaves, set opposite each other. Proper trimming process involves either cutting or tearing these leaves off. If this isn't done, the tips of these leaves will have been removed, leaving the main support structure at the base of the leaves intact. This looks like the limb of a bird with several digits outstretched, thus the name "crow's feet".
- Although crow's feet aren't in and of themselves a critical concern, they do directly reduce the value of the cannabis and, more importantly, indicate sloppy production processes which are a sign to watch for other issues with the cannabis in question.
- Stem cut / length
 - Ideally, stems should be cut at ~45 degree angle, with the higher end of the cut under the higher bud (cannabis buds usually have alternating growth patterns). There should be ~1mm of stem below the bud itself. More looks poor, leads to lower value product for end consumer. Less will lead to lower budlets breaking off, causing a large stem to stick out and leading to larger amounts of loss due to powderization.
 - The physiology of some cannabis will make a 45 degree angle impossible. In these cases, a cut that removes as much stem as possible while maintaining the integrity of the flower is ideal.

Microbial:

- Botrytis (black mold)
 - Dark grey/black, gooey in worst case
 - Indications can be seen via secondary leaf tips that are either blackened or severely bleached. Cracking open a bud to check the internal space is required in this case.
 - As high moisture levels are required for the growth of Botrytis, the worst locations are usually found inside the largest buds in a lot.
- Powdery mildew
 - Flat white, looks like chunkier chalk dust on the leaves or white fuzz in internal spaces
 - Again, as moisture is required for the growth of powdery mildew, checking the internal space of the largest buds is important.
 - Can sometimes see strands stretching between different budlets when internal spaces are inspected.
 - Externally difficult to detect on outside of buds, can mainly only be seen when the internal spaces of buds are inspected, especially the parts of secondary leaves which are surrounded by flower.

Foreign Contaminants:

- Any and all are a huge negative (critical fail for every bag found in), make sure to shake container, check detritus that collects (“bag bottoms”).
 - Common contaminants are plastics from bags/support netting, as well as fibres from gowning materials.
- Undesirable species can leave remnants (dead bodies, webs from mites, etc).

Moisture:

- Stem snap test
 - Almost all stems in a given batch should snap when bent. If very few of the largest buds bend instead of snapping, this can be acceptable if the rest of the product is quite dry.
- Should be dry but not completely desiccated, usual ideal is between 7-12%. Too dry leads to product degradation from crumbling and powderization, too wet will cause the product to be unstable and can lead to the development of microbial issues post-dry.
- The core of a given bag / container should be same moisture as outside of bag / container.
 - Dig around with your hand to the core of a bag, temperature differential will let you know if there is a gradient of moisture
 - Will feel more cool towards the center.
 - In the very worst case, core will be warmer. This can indicate very high levels of moisture, leading to rot within the bag.
 - Either indicates an unstable product.

REDACTED

EXHIBIT A – CONFIDENTIAL PRICING AND OWNERSHIP INFORMATION REDACTED

EXHIBIT B – PURCHASE PRICE MODEL REDACTED