EQUITY PURCHASE AGREEMENT

BY AND AMONG

THE MEMBERS OF GREEN THERAPEUTICS LLC,

GREEN THERAPEUTICS LLC,

AMY FU,

AUSTRALIS CAPITAL, INC.,

AND

GT ACQUISITION LLC

March 11, 2021

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EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT (the "**Agreement**") is made effective as of the **11th** day of **March**, 2021 among the Persons (as defined in Article 1) listed as "Members" on the signature pages hereto (being referred to individually as a "**Member**" and collectively as "**Members**"), Amy Fu, as the representative of the Members ("**Members' Representative**"), Green Therapeutics LLC, a Nevada limited liability company ("**Green**"), GT ACQUISITION LLC, a Nevada limited liability company ("**Buyer**"), and Australis Capital Inc., an Alberta Corporation ("**Australis**"). The Members, Members' Representative, Green, Buyer and Australis are collectively referred to herein as the "**Parties**" and individually as a "**Party**".

WHEREAS

A. The Members own all of the issued and outstanding membership interests (the "**Company Membership Interests**") in Green;

B. Australis owns all of the issued and outstanding equity interests of Buyer.

C. Immediately prior to the Closing, Green and the Members intend to effectuate the Pre-Closing Restructuring (as defined and further set forth below).

D. Immediately following the consummation of the Pre-Closing Restructuring, the Members wish to cause Green to contribute, convey, transfer, assign and deliver to Buyer the GTIP Interests (as defined below), all upon the terms and conditions contained in this Agreement.

E. For federal income tax purposes, the Parties intend the contribution of the GTIP Interests to qualify as a tax-free "exchange" within the meaning of Section 351 of the Code (as defined in Article 1).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1
DEFINITIONS; CONSTRUCTION

1.1 Definitions.

For the purpose of this Agreement, terms used in this Agreement and not otherwise defined will have the respective meanings set out below. Grammatical variations of such terms will have corresponding meanings:

"**Accounts**" means any and all rights to payment for goods sold or leased or for services rendered, including any such right evidenced by chattel paper, whether due or to become due and whether or not it has been earned by performance.

"**Accounts Payable**" means any accrued accounts payable (including trade payables) of the Acquired Companies incurred prior to the Closing Date in the Ordinary Course.

"**Acquired Companies**" means, collectively, Green and the following direct and indirect subsidiaries of Green: Gtintellectualprop LLC.

"**Acquisition Proposal**" has the meaning set forth in Section 6.3(a).

"**Affiliate**" means: (i) any Person which, directly or indirectly, is in control of, is controlled by or is under common control with the party for whom an affiliate is being determined; or (ii) any Person who is a director or officer (or comparable position) of any Person described in clause (i) above or of the party for whom an affiliate is being determined. For purposes hereof, control of a Person means the power, direct or indirect, to: (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or comparable positions) of such Person; or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise and either alone or in conjunction with others. Without limiting the generality of the foregoing, GTIP will be an Affiliate of Buyer and Australis from and after the Closing.

"**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 Authority involving the applications for, and issuance of, the Retained Licenses.

"**Agreement**" means this Equity Purchase Agreement, including all schedules, exhibits and the Disclosure Schedules hereto.

"**Assets**" means all assets and property (real, personal or mixed) owned or used by the Acquired Companies, including the Personal Property, the Contractual Obligations and the rights of the Acquired Companies thereunder.

"**Basket**" has the meaning set forth in Section 11.4(a).

"**Books and Records**" means: (a) all of the Acquired Companies' books of account, accounting records and other financial data and information, including copies of filed Tax Returns and assessments for each of the financial years of the Acquired Companies commencing after the Tax year ended 7 years before the date of this Agreement; (b) the corporate records of the Acquired Companies; (c) all sales and purchase records, lists of suppliers and customers, credit and pricing information, formulae, business, engineering and consulting reports and research and development information of, or relating to, the Acquired Companies or the Business; and (d) all other books, documents, files, records, telephone call recordings, correspondence, data and information, financial or otherwise, that are in the possession or under the control of the Acquired Companies, the Members or an Affiliate thereof, including all data and information stored electronically or on computer related media.

"**Business**" means the business currently conducted by the Acquired Companies, which includes the growing and cultivation of cannabis and the sale of a full line of products including flowers, extracts and edibles.

"**Business Day**" means any day except Saturday, Sunday or a statutory holiday in the State of Nevada or Toronto, Ontario.

"**Buyer**" has the meaning set forth in the opening paragraph of this Agreement.

"**Buyer Designee**" has the meaning set forth in Section 2.1(c).

"**Buyer Indemnified Party(ies)**" has the meaning set forth in Section 11.2(a).

"**Buyer Units**" means the common units in the capital of Buyer that are issued pursuant to this Agreement and are exchangeable on a one-for-one basis into Australis common shares; it being understood in the event Australis creates a separate class of shares for the purpose of preserving its Foreign Private Issuer status, such common units in the capital of Buyer shall be, at the option of Australis, exchangeable on a one-for-one basis into shares of such separate class.

"**Cash**" means any and all cash and cash equivalents (including marketable securities and short-term investments) of the Acquired Companies, calculated in accordance with customary accounting practices less sufficient funds to account for all of the Acquired Companies' cheques in transit as of the Closing.

"**Change of Control"** means the occurrence of either or both of (a) the acquisition of common shares of Australis and/or securities ("**Convertible Securities**") convertible into, exchangeable for or representing the right to acquire common shares of Australis as a result of which a Person, group of Persons acting jointly or in concert or Persons associated or affiliated (within the meanings of the *Business Corporations Act* (Alberta)) with any such Person, group or Persons or any of such Persons acting jointly or in concert (collectively, the "**Acquirors**") beneficially own common shares of Australis and/or Convertible Securities such that, assuming only the conversion, exchange, or exercise of Convertible Securities beneficially owned by the Acquirors, the Acquirors would beneficially own common shares of Australis that would entitle the holders thereof to cast more than 50% of the votes cast attached to all shares of Australis that may be cast to elect members of the board of directors of Australis; and (b) exercise of voting power over all or any such common shares of Australis so as to cause or result in the election of such number of directors of Australis as would constitute a majority of the board of directors of Australis who were not Incumbent Directors.

"**Claims**" means any and all claims, actions, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of setoff, rights of recoupment, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice or reassessment or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity.

"**Closing**" has the meaning set forth in Section 8.1.

"**Closing Date**" has the meaning set forth in Section 8.1.

"**Closing Date Net Working Capital**" means the (a) Current Assets, less (b) Current Liabilities, determined as of the close of business on the Closing Date (but without giving effect to the Pre-Closing Restructuring and any actions taken by or at the direction of Buyer on the Closing Date after the Closing has occurred).

"**Closing Indebtedness**" has the meaning set forth in Section 3.1(a).

"**Closing Payment**" has the meaning set forth in Section 3.1(a).

"**Closing Working Capital Statement**" has the meaning set forth in Section 3.3(b)(i).

"**Code**" means the *Internal Revenue Code of 1986*, as amended.

"**Commercially Reasonable Efforts**" means efforts which are commercially reasonable under the circumstances taking into account all relevant facts, but such term does not include the provision of any consideration to any third Person or the suffering of any material economic detriment to a Party's ongoing operations for the taking of any action (including the procurement of any consent, authorization or approval) required under this Agreement except for: (i) the reasonable costs of gathering or supplying any data or other information or making any filings; (ii) reasonable fees and expenses of counsel and consultants; and (iii) reasonable and customary fees and charges of Governmental Authorities or third Persons.

"**Company Intellectual Property**" has the meaning set forth in Section 4.15(a).

"**Company Membership Interests**" has the meaning set forth in preamble.

"**Company Software**" means any Software and related services that have been or are currently, or currently proposed to be, developed, designed, licensed, advertised, marketed, distributed, sold, provided, imported, provided as a service or application, otherwise provided or made available, implemented, hosted, maintained or supported by or for an Acquired Company to or for any Person, or used by or for an Acquired Company to provide any services to any Person.

"**Contract**" means any mortgage, indenture, lease, contract, covenant or other agreement, instrument, commitment, franchise or license to which a Party is a party or bound.

"**Contingent Payment**" has the meaning set forth in Section 3.2(a).

"**Contractual Obligation**" means any obligation arising under a binding Contract.

"**Contribution Agreement**" has the meaning set forth in Section 2.1(a).

"**Credit and Security Agreement**" has the meaning set forth in Section 2.1(a).

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

"**Current Assets**" means Cash, Accounts, Inventory, prepaid expenses, deposits, and other current assets but excluding (a) the portion of any prepaid expense of which Buyer will not receive the benefit following the Closing; (b) deferred Tax assets; and (c) Accounts from any Acquired Company affiliates, managers, employees, officers or owners and any of their respective affiliates, determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements for the most recent fiscal year end as if such accounts were being prepared as of a fiscal year end.

"**Current Liabilities**" means Accounts Payable, accrued Taxes and other accrued expenses and charges of the Acquired Companies, determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements for the most recent fiscal year end as if such accounts were being prepared as of a fiscal year end.

"**Direct Claim**" has the meaning set forth in Section 11.7(d).

"**Disclosure Schedules**" means that certain disclosure schedule, dated the date hereof, supplied by the Members to Buyer disclosing certain matters to Buyer.

"**Disputed Amounts**" has the meaning set forth in Section 3.3(c)(iii).

"**Dollars**" or **"$**" means the lawful currency of Canada.

"**Employee Benefit Plan**" means any: (i) non-qualified deferred compensation or retirement plan or arrangement which is an Employee Pension Benefit Plan; (ii) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan; (iii) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan (including any Multiemployer Plan); (iv) Employee Welfare Benefit Plan or material fringe benefit plan; (v) "employee benefit plan" as defined in Section 3(3) of ERISA; or (vi) other employee benefit or compensation arrangement (including employment agreements, severance agreements, executive compensation arrangements, incentive programs or arrangements, sick leave, vacation or holiday pay, severance pay policy, plant closing benefit, disability benefit, fringe benefit, life insurance, health benefit, hospitalization, retirement, savings, bonus, deferred compensation, stock option, award, profit sharing, seniority, and other plan, policy, practice, agreement or statement of terms and conditions, whether written or oral, and whether or not subject to ERISA, providing employee or executive compensation or benefits to any employee or any of their dependents, maintained or contributed to by a Member or any of their Affiliates).

"**Employee Pension Benefit Plan**" has the meaning set forth in Section 3(2) of ERISA.

"**Employee Welfare Benefit Plan**" has the meaning set forth in Section 3(1) of ERISA.

"**Employment Agreement**" means the employment agreement between Duke Fu and Buyer in a form in a form agreed to among the parties acting reasonably, duly executed by Duke Fu.

"**Encumbrance**" means any mortgage, pledge, lien, charge, security interest, claim, community property interest, option, equitable interest, restriction of any kind, or other encumbrance.

"**Environment**" means the air, surface water, ground water, body of water, any land (including surface land and sub-surface strata), soil or underground space, all living organisms and the interacting natural systems that include components of the air, land, water and inorganic matters and living organisms, and the environment or natural environment as defined in any Environmental Law, and "**Environmental**" shall have a corresponding meaning.

"**Environmental Law**" means any all Laws relating to the protection of the Environment including those relating to the storage, generation, use, handling, manufacture, processing, transportation, import, export, treatment, release or disposal of any Hazardous Substance.

"**Environmental Notice**" means any written directive, investigation, proceeding, letter or other written communication from any Governmental Authority relating to non-compliance or potential non-compliance with or breach of or potential breach of any Environmental Law or Environmental Permit.

"**Environmental Permit**" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made by any Governmental Authority under any Environmental Law.

"**Escrow Agreement**" means the escrow agreement to be entered into between each Member and Buyer, in a form agreed to among the parties acting reasonably.

"**ERISA**" means the *Employee Retirement Income Security Act of 1974*, as amended.

"**ERISA Affiliate**" means any trade or business (irrespective of whether incorporated) which is a member of a group of which a Member is a member and thereafter treated as a single employer under Section 414(b), (c), (m) or (o) of the Code or applicable Treasury Regulations.

"FACFOA" has the meaning set forth in Section 4.31(a)(ii).

"**FCPA**" has the meaning set forth in Section 4.31(a)(ii).

"**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.

"**Financial Statements**" has the meaning set forth in Section 4.7.

"**Furniture, Fixtures and Equipment**" means any and all of the following owned by an Acquired Company: furniture, machinery, equipment, fixtures, trade fixtures, leasehold improvements, tools, spare parts, supplies, computers, electronic equipment and signs.

"**GAAP**" has the meaning set forth in Section 3.3(a)(i)(B).

"**Green**" has the meaning set forth in the opening paragraph of this Agreement.

"**Governmental Authority**" means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision or authority of any of the foregoing; (d) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing; (e) any stock or securities exchange; and (f) any public utility authority.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, award, decision, sanction or ruling entered by or with any Governmental Authority.

"**GTIP**" has the meaning set forth in Section 2.1(a).

"**GTIP Interests**" has the meaning set forth in Section 2.1(b).

"**Hazardous Substance**" means, collectively, petroleum, any petroleum product, any radioactive material (including radon gas), explosive or flammable materials, asbestos in any form, urea-formaldehyde foam insulation, and polychlorinated biphenyls, any pollutant, contaminant, waste, hazardous substance, hazardous material, hazardous waste, toxic substance, dangerous substance, dangerous good, restricted hazardous waste, toxic substance or a source of contamination, as defined or identified in any Environmental Law.

"**Incumbent Director**" means any member of the board of directors of Australis who was a member of the board of directors of Australis immediately prior to a Change of Control and any successor to any Incumbent Director who is recommended or elected or appointed to succeed an Incumbent Director by the affirmative vote of the board of director of Australis when that affirmative vote includes the affirmative vote of a majority of the Incumbent Directors then on the board of directors of Australis.

"**Indebtedness**" of any Person shall mean, as of any specified date, the following obligations (whether or not then due and payable), to the extent they are obligations of such Person or its subsidiary or guaranteed by such Person or its subsidiary, including through the grant of a security interest upon any assets of such Person or its subsidiary: (i) all outstanding indebtedness for borrowed money owed to third parties, (ii) all accrued interest payable with respect to Indebtedness referred to in clause (i), (iii) all obligations for the deferred purchase price of property or services (including any potential future earn-out, purchase price adjustment, releases of "holdbacks" or similar payments, but excluding any such obligations to the extent there is cash being held in escrow exclusively for purposes of satisfying such obligations), except incurred in the Ordinary Course ("**Deferred Purchase Price**"), (iv) all obligations evidenced by notes, bonds, debentures or other similar instruments (whether or not convertible) or arising under indentures, (v) all obligations arising out of any financial hedging, swap or similar arrangements, (vi) all obligations as lessee that would be required to be capitalized in accordance with GAAP, (vii) all obligations in connection with any letter of credit, banker's acceptance, guarantee, surety, performance or appeal bond, or similar credit transaction and (viii) the aggregate amount of all prepayment premiums, penalties, breakage costs, "make whole amounts," costs, expenses and other payment obligations of such Person that would arise (whether or not then due and payable) if all such items under clauses (i) through (vii) were prepaid, extinguished, unwound or settled in full as of such specified date. For purposes of determining the Deferred Purchase Price obligations as of a specified date, such obligations shall be deemed to be the maximum amount of Deferred Purchase Price owing as of such specified date (whether or not then due and payable) or potentially owing at a future date.

"**Indemnified Party**" has the meaning set forth in 11.5.

"**Indemnifying Party**" has the meaning set forth in Section 11.5.

"Indemnity Holdback" has the meaning set forth in Section 3.2(a).

"**Independent Accountant**" has the meaning set forth in Section 3.3(c)(iii).

"**Independent Contractor**" means: (a) any individual who is not, or was not (with respect to former Independent Contractors), an employee, officer or director of an Acquired Company, or any such individual's personal services company, and which individual or personal services company receives or received remuneration from an Acquired Company under a Contract for services; and (b) any individual who is an employee, officer or director of an Acquired Company, but who in the past was an individual who was not an employee, officer or director of an Acquired Company or any such individual's personal services company, and which individual or personal services company received remuneration from an Acquired Company under a Contract for services.

"**Insurance Policies**" has the meaning set forth in 4.21.

"**Intellectual Property**" means all of the following in any jurisdiction throughout the world, together with all income, royalties, damages and payments relating thereto (including damages and payments for past, present or future infringements,

misappropriations or violation thereof and attorneys' fees and costs), the right to sue and recover for infringements, misappropriations or violation thereof, and any and all corresponding rights, claims and remedies that, now or hereafter, may be secured throughout the world: (i) any patents, patent applications, utility models, design patents, statutory invention registrations, certificates of invention, supplementary protection certificates, invention disclosures, patent disclosures, and any applications for any of the foregoing, together with any reissues, divisions, continuations, continuations-in-part, revisions, extensions, and re-examinations of any of the foregoing; (ii) any trademarks, service marks, certification marks, trade dress, logos, brands, product names, trade names, corporate names, designs, slogans, taglines, other indicia of source, origin or quality, internet domain names, any translations, adaptations, derivations, and combination of any of the foregoing, and any applications for registration, registrations, renewals and extensions of any of the foregoing, together with the goodwill associated with any of the foregoing; (iii) any copyrights, copyrightable works, works of authorship, moral rights, and mask works, and any applications for registration, registrations, renewals and extensions of any of the foregoing; (iv) any Software; (v) any trade secrets and confidential or proprietary information (including any ideas, research and development, know-how, invention (whether patentable or unpatentable and whether or not reduced to practice), improvements, research, developments, experiments, formulae, compositions, manufacturing and production processes and techniques, processes, techniques, technology, testing methods, test results, methodologies, methods, technical data, designs, drawings, blueprints, flowcharts, diagrams, specifications, models, notes, documentation, notebooks, analyses, compilations, studies, forecasts, interpretations, customer and supplier lists and information, pricing and cost information, and business, marketing or other plans or proposals); (vi) any industrial designs and any registrations and applications therefor; and (vii) any other intellectual property and proprietary rights.

"**Interim Financial Statements**" has the meaning set forth in Section 4.7.

"**Interim Period**" means the period of time from and including the date of this Agreement to the Closing Date.

"**Inventory**" means any and all of the following owned by an Acquired Company: (i) goods, merchandise, supplies and other Personal Property that may at any time be held for sale or lease or furnished under any contract of service, or constitute raw materials, work in process, supplies or materials that are or might be used or consumed in business or in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of such goods, merchandise and other Personal Property, together with all attachments, accessories, replacements, substitutions, additions and improvements to any of the foregoing; (ii) raw materials and supplies, manufactured and purchased parts, goods in process, and finished goods; (iii) such property the sale or other disposition of which has given rise to Accounts and which has been returned, repossessed or stopped in transit; and (iv) bills of lading, warehouse receipts or documents of title relating to, covering or evidencing any right, title, interest or claim in or to any of the foregoing. Notwithstanding the foregoing, all consigned inventory shall be excluded from the definition of "Inventory".

"**Investments**" means the following owned by an Acquired Company: (i) any loan or advance to any Person (exclusive of Accounts); (ii) any purchase or acquisition of any membership interests, shares, and all options to purchase or subscribe for any membership interests or shares, whether or not presently convertible, securities convertible into or exchangeable for membership interests or shares, exchangeable or exercisable, other equity interests or other securities of any Person; (iii) any capital contribution to any Person; (iv) any Notes Receivable; and (v) any other interest in or rights to a Person which include, in whole or in part, a right to share, with or without conditions or restrictions, some or all of the revenues or net income of such Person.

"**Law**" means any law, statute, rule, regulation, order, ordinance, decree or other requirement having the force of law and, where applicable, any interpretation thereof by any Governmental Authority having jurisdiction with respect thereto or charged with the administration thereof.

"**Liability**" or "**Liabilities**" as to any Person means: (i) any Indebtedness of such Person; and (ii) any other liability of such Person, whether known or unknown, unasserted or asserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated or due or to become due.

"**License Agreement**" has the meaning set forth in Section 2.1(a).

"**Loss**" and "**Losses**" have the meaning set forth in Section 11.2(a).

"**Management Services Promissory Note**" has the meaning set forth in Section 2.1(a).

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the Business or Assets of an Acquired Company, or (b) the ability of the Members to consummate the transactions contemplated hereby on a timely basis; provided, however, that "**Material Adverse Effect**" shall not include any event, occurrence, fact, condition, or change, directly or indirectly, arising out of or attributable to: (i) any changes, conditions or effects in the United States or foreign economies or securities or financial markets in general; (ii) changes, conditions or effects that generally affect the industries in which the Business operates; provided, however, that an action or decision by the US government to enforce the federal prohibition on the sale or production of cannabis and cannabis related products by a state licensee shall be deemed a Material Adverse Effect; (iii) any change, effect or circumstance resulting from an action required or permitted by this Agreement; or (iv) conditions caused by acts of terrorism or war (whether or not declared); provided further, however, that any event, occurrence, fact, condition, or change referred to in clauses (i), (ii) or (iv) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition, or change has a disproportionate effect on the Business compared to other participants in the industries in which the Business operates.

"**Material Contract(s)**" has the meaning set forth in Section 4.16(b).

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

"**Material Suppliers**" has the meaning set forth in Section 4.14(b).

"**Member(s)**" has the meaning set forth in the opening paragraph of this Agreement.

"**Member Indemnified Party(ies)**" has the meaning set forth in Section 11.3.

"**Members' Knowledge**" means the current actual knowledge of the Members, after due inquiry.

"**Most Recent Financial Statements**" has the meaning set for in Section 4.7.

"**Multiemployer Plan**" means a "**multiemployer plan**" as defined in Section 3(37) and Section 4001(a)(3)(A) of ERISA.

"**Nevada Cannabis Laws**" means the marijuana establishment laws of any jurisdictions within the State of Nevada to which any Acquired Company is, or may at any time become, subject, including, without limitation, NRS Chapter 678A, 678B, 678C and 678D, as amended, Nevada Cannabis Compliance Regulations (NCCR 1-14), as amended, the Nevada Cannabis Control Board, or any other state or local government agency with authority to regulate any marijuana operation (or proposed marijuana operation).

"**Missouri and Oklahoma Closing Documents**" means: (i) a License Agreement, in form and substance reasonably satisfactory to Buyer, between Buyer or its designee and Missouri Wellness LLC; (ii) a Management Services Agreement, in form and substance reasonably satisfactory to Buyer, between Buyer or its designee and Cormac Investments, LLC; (iii) a Credit and Security Agreement, in form and substance reasonably satisfactory to Buyer, between Buyer or its designee and Cormac Investments, LLC; (iv) an Equipment Lease Agreement, in form and substance reasonably satisfactory to Buyer, between Buyer or its designee and Cormac Investments, LLC; (v) a Promissory Note, in form and substance reasonably satisfactory to Buyer, from Cormac Investments, LLC to Buyer or its designee; and (vi) a License Agreement, in form and substance reasonably satisfactory to Buyer, between Buyer or its designee and Cormac Investments, LLC.

"**Nevada Consents**" has the meaning set forth in Section 5.5.

"**Notes Receivable**" means any and all of the following: (i) any loan or advance to any Person (exclusive of Accounts), whether or not the same is evidenced by a note or other instrument; (ii) any guaranty of any such loan or advance; and (iii) any mortgage, security agreement, financing statement or similar document securing the repayment of such loan, advance or guaranty.

"**OFAC**" has the meaning set forth in Section 4.31(a)(iv).

"**Open Source Software**" means any Software that contains, includes, is derived from, or is a modification or derivative work based upon, in each case, in whole or in part, any Software that is licensed pursuant to: (a) any license that is, or is substantially similar to, a

license currently or in the future approved or identified by the Open Source Initiative, the Free Software Foundation, or any other similar organization, or listed at http://www.opensource.org/licenses, including all versions of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License (MPL), the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), and the Sun Industry Standards License (SISL); (b) any license under which Software or other materials are distributed or licensed as "**free software**," "**open source software**" or under similar terms; or (c) any Reciprocal License.

"**Options**" means options, warrants, rights of first refusal, purchase rights, sale rights, subscription rights, puts, calls, conversion rights, exchange rights or similar Contractual Obligations.

"**Ordinary Course**" means the ordinary course of business consistent with past custom and practice, including with respect to quantity and frequency.

"**Party**" and "**Parties**" have the meaning set forth in the opening paragraph of this Agreement.

"**Permit**" means all approvals, authorizations, consents, licenses, franchises, orders, registrations, certificates, variances, permits and similar rights, in each case obtained from or issued by any Governmental Authority, including license to cultivate marijuana in the State of Nevada, license to distribute marijuana in the State of Nevada, and all local approvals received or pending with local Governmental Authorities, all of which are more fully described in Section 4.22 of the Disclosure Schedules.

"**Permitted Encumbrances**" has the meaning set forth in Section 4.9.

"**Person**" means any natural person, corporation, limited partnership, general partnership, joint venture, association, company, trust, joint stock company, bank, trust company, land trust, vehicle trust, business trust, real estate investment trust, estate, limited liability company, limited liability partnership, limited liability limited partnership or other organization irrespective of whether it is a legal entity, and any Governmental Authority.

"**Personal Property**" means Accounts, Cash, Claims (of an Acquired Company against other parties), Furniture, Fixtures and Equipment, Intellectual Property, Inventory, Investments, Permits, rights in and with respect to assets associated with any Employee Benefit Plans, general intangibles, goodwill, instruments, books, records, ledgers, files, documents, invoices, lists, supplies, correspondence, memoranda, plats, architectural plans, final working drawings, plans and specifications, shop drawings, change orders, environmental reports, maintenance records, soil tests and engineering reports, creative materials, advertising and promotional materials, studies, reports and other printed or written or electronic materials, tooling, molds, dies and other manufacturing tools and hardware, and all other personal property (tangible or intangible) owned by an Acquired Company.

"**Pre-Closing Restructuring**" has the meaning set forth in Section 2.1(a).

"**Pre-Closing Restructuring Documents**" means the transaction documents effecting the Pre-Closing Restructuring, including, without limitation, the Contribution Agreement, the Services Agreement, the Credit and Security Agreement, the Management Services Promissory Note, the Succession Agreement, the License Agreement, and such other documents described in Section 2.1(a).

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

"**Principal**" means Duke Fu.

"**Principal's Missouri Interest**" has the meaning set forth in Section 6.11.

"**Principal's Oklahoma Interest**" has the meaning set forth in Section 6.12.

"**Pro Rata Share**" means, in respect of any Member, the number of Company Membership Interests owned by such Member divided by the number of Company Membership Interests owned by all of the Members.

"**Purchase Price**" has the meaning set forth in Section 3.1.

"**Real Property**" means all real property owned or leased by any Acquired Company or in which any Acquired Company otherwise has an interest, along with any and all improvements and fixtures now situated thereon, all easements, hereditaments, and appurtenances belonging to or inuring to the benefit thereof, assignable warranties and guaranties issued in connection therewith, and all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality solely in respect thereof.

"**Reciprocal License**" means a license of any Software that requires or conditions any rights granted under such license upon: (a) the disclosure, distribution or licensing of any source code or other Software (other than such item of Software in its unmodified form); (b) a requirement that any disclosure, distribution or licensing of any such source code or other Software be at no charge; (c) a requirement that any other licensee of the Software be permitted to access, disclose, distribute, license, modify, make derivative works of, or reverse-engineer any such source code or other Software; or (d) an obligation to grant any other rights to any Person, including any covenant not to sue or patent license.

"**Regulatory Authorities**" means any and all Governmental Authorities with actual authority over the Applications for or issuance, transfer, and/or substitution of the Retained Licenses.

"**Related Agreements**" means the documents and agreements executed at Closing, or as specified therein, and all other agreements and certificates entered into by the Parties in connection with the transactions contemplated hereby or thereby, including, without limitation, (i) the Employment Agreement; (ii) the Releases; (iii) the Escrow Agreement (iv) the Settlement Agreement and (v) such other agreements as are reasonably required by Buyer or otherwise set forth in this Agreement.

"**Related Party**" has the meaning set forth in Section 4.20(b).

"**Related Person**" has the meaning set forth in Section 4.20(a).

"**Releases**" means the release by the Principal and Green in a form satisfactory to Buyer releasing any and all rights they may have in, to or under the Assets, and in respect of each director and officer of Green that Buyer may request to resign on closing. "**Releasee**" and "**Releasees**" have the meanings set forth in Section 12.19.

"**Remedial Order**" means any Governmental Order issued, filed or imposed under any Environmental Law and includes any Governmental Order requiring any remediation or clean-up of any Hazardous Substance, or requiring that any release or disposal be reduced or eliminated.

"**Retained Inventory**" means any and all Inventory or other assets of the Acquired Companies that cannot, without the consent of any Regulatory Authorities, be transferred to GTIP in connection with the Pre-Closing Restructuring or at the Closing.

"**Retained Licenses**" means any and all business license, permit, certificate of occupancy or other authorizations, approvals, or documentation of any kind required by or requested from the Regulatory Authorities for the conduct of the Business and that cannot, without the consent of any Regulatory Authorities, be transferred to GTIP in connection with the Pre-Closing Restructuring or at the Closing. It is specifically understood that Retained Licenses shall not include the following licences held by Green: (i) Cannabis Establishment ID C082 (License Nos. 85063635909503746760NLVP054, 85063635909503746760NLV and 72479727874928391857NLV); (ii) Cannabis Establishment ID RC082 (Licence No. 48581446096638497899 NLV); (iii) Cannabis Establishment ID P054 (Licence Nos. 72479727874928391857NLV and 72479727874928391857NLV); and (v) Cannabis Establishment ID RP054 (Licence No. 05439548708602328194 NLV.

"**Review Period**" has the meaning set forth in Section 3.3(c)(i).

"**Securities Act**" means the *Securities Act of 1933*, as amended.

"**SEMA**" has the meaning set forth in Section 4.31(a)(ii).

"**Services Agreement**" has the meaning set forth in Section 2.1(a).

"**Settlement Agreement**" means the settlement agreement entered in to by Nutritional High of even date herewith.

"**Software**" means (a) software of any type (including programs, applications, middleware, software development kits, libraries, tools, interfaces, firmware, software implementations of algorithms, models and methodologies), whether in source code or object code form; (b) data, collections of data, databases and compilations, whether machine readable or otherwise; and (c) documentation related to any of the foregoing (including descriptions, schematics, flow-charts, and work product used to design, plan, organize and develop any of the foregoing, and programmer and user documentation, manuals, and support and

training materials); together with intellectual property and proprietary rights in and to any of the foregoing.

"**Statement of Objections**" has the meaning set forth in Section 3.3(c)(ii).

"**Straddle Year Tax Period**" means any taxable period beginning on or before the Closing Date, and ending after the Closing Date.

"**Succession Agreement**" has the meaning set forth in Section 2.1(a).

"**Target Working Capital**" has the meaning set forth in Section 3.3(a)(ii)

"**Tax**" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, Personal Property, sales, use, transfer, registration, value added, unclaimed property, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"**Taxing Authority**" means, with respect to any Tax, any Governmental Authority or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision, including any governmental or quasi-governmental entity or agency that imposes, or is charged with collecting, social security or similar charges or premiums.

"**Tax Return**" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and any amendment thereof.

"**Third Party Claim**" has the meaning set forth in Section 11.7.

"**Third Party Components**" means any Software that is not solely and exclusively owned by an Acquired Company and has been or is used in connection with the development of, embedded in, used in, incorporated into, combined with, linked with, used with, distributed with, provided as a service or application, or otherwise provided or made available with, as part of, or in connection with, any Company Software, including any Software referenced or required to be present or available, whether via another machine connected directly or through a network, for any Company Software to properly function in accordance with its specifications.

"**Transaction Expenses**" means (i) the costs, fees and expenses incurred by the Acquired Companies, GTIP or Members in connection with the transactions contemplated by this Agreement for investment bankers, third party consultants and legal counsel, (ii) all change in control, retention, or transaction-related bonus amounts payable to, or for the benefit of, employees, officers, contractors or directors of an Acquired Company or GTIP as a

consequence of the transactions contemplated by this Agreement, whenever payable, including any Taxes that become payable by any Acquired Company or GTIP in connection therewith (but excluding any post-Closing liabilities or obligations arising as a result of both (A) the Closing and (B) the occurrence of one or more additional post-Closing events under so-called "double trigger" severance provisions contained in any employment-related Contracts), and (iii) overdrafts on any bank account and reimbursement obligations under any credit facility of an Acquired Company acquired by Buyer, in each of the foregoing clauses (i) through (iii) to the extent unpaid as of the Closing Date.

"**Transferred Assets**" has the meaning set forth in Section 2.1(a).

"**Treasury Regulations**" means those regulations promulgated by the United States Department of the Treasury pursuant to the authority of the Code or any other revenue law of the United States of America.

"**Undisputed Amounts**" has the meaning set forth in Section 3.3(c)(iii).

"**VWAP**" means the volume weighted average trading price.

"**Year-End Financial Statements**" has the meaning set forth in Section 4.7.

1.2 Construction.

Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (ii) references to one gender include all genders; (iii) "including" is not limiting; (iv) "or" has the inclusive meaning represented by the phrase "and/or"; (v) the words "hereof," "herein," "hereby," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vi) section, clause, Exhibit and Schedule references are to this Agreement unless otherwise specified; (vii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (viii) general or specific references to any Law mean such Law as amended, modified, codified or re-enacted, in whole or in part, and in effect from time to time, unless the effect thereof is to reduce, limit or otherwise prejudicially affect any obligation or any right, power or remedy hereunder, in which case such amendment, modification, codification or re-enactment will not, to the maximum extent permitted by applicable Law, form part of this Agreement and is to be disregarded for purposes of the construction and interpretation hereof; (x) the recitals are true and correct, and form an integral part of this Agreement and are hereby incorporated herein by this reference; and (xi) any reference to money or dollars shall mean Canadian dollars. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises regarding this Agreement, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

ARTICLE 2
PRE-CLOSING RESTRUCTURING; CONTRIBUTION OF GTIP INTERESTS

2.1 Pre-Closing Restructuring; Contribution of GTIP Interests.

Subject to the terms and conditions hereof, the Parties will effectuate the following transactions:

(a) Prior to the Closing, each Acquired Company will, and Members will cause each Acquired Company to, (i) contribute, transfer, assign convey and deliver to Gtintellectualprop LLC, a wholly-owned subsidiary of Green organized as a Nevada limited liability company ("**GTIP**") all of such Acquired Company's right, title and interests in and to all of the assets of such Acquired Company but excluding the Retained Licenses and the Retained Inventory (the "**Transferred Assets**"), and GTIP will assume all of the liabilities of each Acquired Company, pursuant to a Contribution Agreement substantially in the form attached hereto as Exhibit A (the "**Contribution Agreement**"), and (ii) enter into a Management Services Agreement substantially in the form attached hereto as Exhibit B (the "**Services Agreement**"), a Credit and Security Agreement in substantially the form attached hereto as Exhibit C (the "**Credit and Security Agreement**"), a Promissory Note substantially in the form attached hereto as Exhibit D (the "**Management Services Promissory Note**"), a Membership Interest Transfer Restriction and Succession Agreement substantially in the form attached hereto as Exhibit E (the "**Succession Agreement**"), a License Agreement in the form attached hereto as Exhibit F (the "**License Agreement**"), and such other agreement(s) deemed mutually necessary to Buyer and the Members' Representative, each in the form acceptable to Buyer and the Members' Representative, acting reasonably (the transactions described in the foregoing clauses (i) through (iii), collectively the "**Pre-Closing Restructuring**"). Notwithstanding anything in this Agreement to the contrary, the Retained Licenses and Retained Inventory will not be sold, contributed, transferred, conveyed, substituted, and/or delivered except in accordance with Section 2.1(c), and only upon approval and authorization of such sale, contribution, transfer, conveyance, substitution, and/or delivery by the Regulatory Authorities.

(b) On the Closing Date, Members will cause Green to contribute, convey, transfer, assign, and deliver to Buyer all of the issued and outstanding membership interests in GTIP (the "**GTIP Interests**"), free and clear of any Encumbrances (other than Encumbrances arising under applicable federal and state securities Law and the Assumed Debt). The Parties intend for U.S. federal income tax purposes that such contribution of the GTIP Interests, the assumption of the Assumed Debt and the issuance of the Buyer Units to Members will constitute a non-taxable exchange pursuant to Sections 351 and 357 of the Code and applicable state law. The Parties will report the transactions contemplated by this Agreement for income Tax purposes consistently therewith.

(c) Within 30 days after the Closing, GTIP will, and Buyer will cause GTIP to, (i) submit applications for the transfer or substitution of GTIP or such other designee

of Buyer in its discretion (as applicable, the "**Buyer Designee**") as the holder of the Retained Licenses, and (ii) provide copies of such application to Members. Further, Members and the Acquired Companies will cooperate in good faith and take all actions necessary to support GTIP's timely submission of the Applications for the sale, transfer, conveyance, substitution, and/or delivery (as applicable under local Law) of the Retained Licenses and the Retained Inventory, in order to obtain the applicable consents and approvals of the Regulatory Authorities in a form reasonably satisfactory to GTIP to effectuate the transfer and assignment of the Retained Licenses and the Retained Inventory from the Acquired Companies to Buyer Designee for operation of the Business. If the applicable Regulatory Authorities so permit, the sale, transfer, conveyance, substitution and/or delivery of the Retained Licenses and the Retained Inventory will take the form of a transfer of the Company Membership Interests to Buyer via a simple assignment of membership interests to Designee for nominal consideration in the amount of $10.00. Members and the Acquired Companies will provide to GTIP any required documents as necessary to support the Applications for the sale, transfer, conveyance, substitution and/or delivery of the Retained Licenses and the Retained Inventory, including, but not limited to, the execution of the Regulatory Authorities' Application forms for each Retained License. Such consent and approval of the Regulatory Authorities to the sale, transfer, conveyance, substitution and/or delivery of the Retained Licenses and the Retained Inventory is not and will not be a condition precedent to the Closing, but the Parties' mutual obligations to seek such sale, transfer, conveyance, substitution and/or delivery will be an ongoing post-Closing covenant until successful completion thereof. If the Regulatory Authorities find that, for any reason, the Retained Licenses and the Retained Inventory cannot be transferred as contemplated herein, the parties agree to undertake any and all reasonably necessary actions to accommodate the requests of the Regulatory Authorities such that the Retained Licenses and the Retained Inventory can be transferred as contemplated herein including, but not limited to, removing certain employees, officers or agents of from the Company or reasonably modifying this Agreement or any Related Agreements.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price; Buyer Unit Issuance.

(a) As consideration for the contribution, conveyance, transfer, assignment and delivery of the GTIP Interests, Buyer will pay to Members an amount equal to the following: (i) $8,000,000 (the "**Purchase Price**"), minus (ii) the aggregate dollar value of the Buyer Units to be issued to Members under Section 3.2(a)(iii), minus (iii) the amount of Indebtedness of the Acquired Companies on the Closing Date not satisfied immediately prior to the Closing Date ("**Closing Indebtedness**"), minus (iv) the Transaction Expenses, and (v) minus any applicable withholding taxes required under the Code or any applicable Law. The amount resulting from the calculation of the foregoing clauses (i) through (v) is referred to as the "**Closing Payment**".

(b) In addition, in exchange for the contribution, conveyance, transfer, assignment and delivery of the GTIP Interests to Buyer, Buyer will issue the Buyer Units to Green.

(c) Notwithstanding any provision in this Agreement to the contrary, Buyer may satisfy its cash payment obligations hereunder either in cash, the issuance of Buyer Units, or both, at the election of Buyer, with any Buyer Units so issued at a deemed price per Buyer Share of $0.20.

(d) All issuances of Buyer Units in connection with this Agreement shall be subject to the terms of the Escrow Agreement.

3.2 Payments by Buyer.

Against delivery of duly executed membership unit or interest powers in form satisfactory to Buyer with respect to the GTIP Interests, Buyer will (i) pay to Members the purchase consideration set forth in Section 3.1(a) and (ii) issue the Buyer Units, as follows:

(a) On the Closing Date:

(i) The Closing Payment of Buyer Units, less $500,000 of Buyer Units ("**Indemnity Holdback**"), will be issued by Buyer to Members at the Closing;

(ii) the Closing Indebtedness and the Transaction Expenses will be paid (on behalf of the Acquired Companies or the Members) by Buyer in cash by wire transfer to the applicable holders or payees thereof, and the Members' Representative will obtain and deliver to Buyer debt payoff letters evidencing the outstanding amounts of the Closing Indebtedness as Buyer may reasonably request;

(iii) The $8,000,000 of Buyer Units (less the amounts set forth above in (i) and (ii)) will be registered in Green's name in such amounts as set forth on Schedule 3.2(a)(iii) in exchange for the contribution of the GTIP Interests;

(iv) All Buyer Units (and underlying Australis common shares) (including any Buyer Units (and underlying Australis common shares) issued as a result of the Contingent Payment) issued pursuant to this Agreement will be subject to a lock-up agreement in favor of Australis providing for the following restrictions on sale ("Resale Restrictions"):

(A) twenty-five percent (25%) of Buyer Units (and underlying Australis common shares) to be free trading at issuance;

(B) twenty-five percent (25%) of Buyer Units (and underlying Australis common shares) to be free trading six (6) months after issuance;

(C) twenty-five percent (25%) of Buyer Units (and underlying Australis common shares) to be free trading twelve (12) months after issuance; and

(D) twenty-five percent (25%) of Buyer Units (and underlying Australis common shares) to be free trading eighteen (18) months after issuance.

All Resale Restrictions will be lifted immediately in the event of a Change of Control, and may be amended from time to time as agreed upon by the board of directors of Australis, acting reasonably.

(v) Each recipient of Buyer Units agrees (or, if not a party hereto, will agree as a condition to receipt of Buyer Units) that in the event that a recipient of Buyer Units (or underlying Australis common shares) wishes to transfer any Buyer Units (or underlying Australis common shares) acquires hereunder, the holder shall first provide Australis with two-weeks' prior written notice of its intention to sell such securities with such notice setting forth the number of securities to be sold. Australis may, but is not obligated to, assist the holder in finding a purchaser for such securities at or above the then-prevailing market price of the Australis common shares (or such price as the holder may agree to). The holder shall be under no obligation to transfer his/her/its securities in connection with such prearranged trade. Upon the expiry of the foregoing two-week notice period, the holder shall be free to dispose of his/her/its securities. Notwithstanding the foregoing, in no event shall the holder be entitled to sell, in any one five (5) trading day period, a number of securities equal to more than ten percent (10%) of the average trading volume of Australis common shares for the five (5) preceding trading days.

(vi) In addition to the Purchase Price, the Members shall be entitled to receive an additional, $2,000,000 (the "**Contingent Payment**"), which will be payable in two (2) equal installments payable on the first and second anniversary of Closing. The Contingent Payment shall be paid in Buyer Units or in cash, or a mixture of both at the election of Buyer.

(vii) A condition to the payment of the Contingent Payments shall be that the Principal is an employee of Buyer or Australis at the at the applicable payment date set forth above. If the Principal is terminated for cause or resigns from his employment on or before the date the applicable Contingent Payment is payable then the Contingent Payment will be forfeited.

(viii) The number of any Buyer Units to be issued by Buyer in connection with the payment of the Contingent Payment will be calculated by dividing the applicable portion thereof by the greater of (a) the VWAP of the common

shares of the Buyer on the CSE for the ten (10) trading days immediately prior to the applicable payment date, and (b) $0.14625.

(b) The Members will be responsible for the payment of any and all Taxes associated with the transfer of the GTIP Interests or the Pre-Closing Restructuring pursuant to this Agreement and any deficiency, interest or penalty with respect to such taxes. Members' Representative will prepare, or cause to be prepared, and timely file, or cause to be timely filed, all Tax Returns required to be filed by it in connections with any such Taxes, unless Buyer or GTIP are required to file such Tax Returns under applicable Law in which case Members will remit to each other, in immediately available funds, the amount of any Taxes to be paid within ten (10) days of the due date of any such Tax Returns being filed by Buyer.

(c) The Purchase Price and the liabilities of GTIP (and any other relevant items) will be allocated to the assets of GTIP for income Tax purposes in accordance with Section 1060 of the Code (and any similar provision of state, local, or foreign Law, as appropriate) and in a manner consistent with the fair market values to be mutually agreed upon by Buyer and Members, acting reasonably. Buyer and Members will each adopt and utilize the agreed upon fair market values for purposes of filing IRS Form 8594 and all federal, state and other Tax Returns filed by each of them (unless otherwise required by Law), and each of them will not voluntarily take any position inconsistent therewith upon examination of any such Tax Return, in any Action or otherwise with respect to such Tax Returns. Buyer and Members each agree to provide promptly the other(s) with any other information required to complete IRS Form 8594.

(d) Notwithstanding anything in this Agreement to the contrary, this Agreement will not constitute an agreement to sell, contribute, assign, transfer, convey or delivery any Transferred Asset or any benefit arising under or resulting from such Transferred Asset if the sale, contribution, assignment, transfer, conveyance or delivery thereof, without the consent of a third party, would, upon transfer, result in termination of GTIP's or Buyer's rights under such Transferred Asset. If the sale, contribution, assignment, transfer, conveyance or delivery by the Acquired Companies to, or any assumption by GTIP or Buyer of, any interest in, or liability under, any Transferred Asset requires the consent of a third party, then such sale, contribution, assignment, transfer, conveyance, delivery or assumption will be subject to such consent being obtained.

(e) To the extent that any contract or agreement that is a Transferred Asset may not be assigned to GTIP or Buyer by reason of the absence of the consent described in subsection (d) above (the "**Restricted Contract**"), or any other Transferred Asset may not be assigned to GTIP or Buyer by reason of the absence of the consent described in subsection (d) above, on or before the Closing Date, GTIP and Buyer will use commercially reasonable efforts to obtain any such consent after the Closing Date until such time as it will have been obtained, and in the case of a Restricted Contract, or until it terminates in accordance with its terms. Members and the Acquired Companies will reasonably cooperate with GTIP and Buyer in

their efforts to obtain such consent, including make any required filings or submissions as license holder, and will keep GTIP and Buyer fully informed with respect to any developments in the consent process that come to their attention, and will not take any action to delay, impair or impede the consent process or otherwise reduce the likelihood of receiving consent. Members and the Acquired Companies will fully cooperate with GTIP and Buyer in any economically feasible arrangement to provide GTIP or Buyer with the benefits of the applicable Acquired Company under such Restricted Contract or other Transferred Asset. From time to time after the Closing Date, as soon as a consent for the sale, contribution, assignment, transfer, conveyance, delivery or assumption of a Restricted Contract or other Transferred Asset is obtained, the applicable Acquired Company will, at Buyer's option, either promptly (i) assign, transfer, convey and deliver such Restricted Contract or Transferred Asset to GTIP, and GTIP will assume the Assumed Liabilities under any such Restricted Contract from and after the date of assignment to GTIP, or (ii) transfer the Company Membership Interests as contemplated in Section 2.1 if the Acquired Companies are no longer required to retain any Restricted Contracts or other Transferred Asset.

3.3 Working Capital Adjustment.

(a) **Closing Adjustment.**

(i) At least three (3) Business Days before the Closing, the Members' Representative shall prepare and deliver to Buyer:

(A) a statement setting forth its good faith estimate of Closing Date Net Working Capital (the "**Estimated Closing Working Capital**"), which statement shall set out an estimated balance sheet of the Acquired Companies as of the Closing Date (without giving effect to the transactions contemplated herein) and a calculation of Estimated Closing Working Capital (the "**Estimated Closing Working Capital Statement**");

(B) and a certificate by the Members' Representative that the Estimated Closing Working Capital Statement was prepared in accordance with generally accepted accounting principles in effect in the United States from time to time ("**GAAP**") using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements, for the most recent fiscal year end.

(ii) The "**Closing Adjustment**" shall be an amount equal to the Estimated Closing Working Capital minus $500,000 (the "**Target Working Capital**"). If the Closing Adjustment is a positive number and exceeds $100,000, the Closing Payment shall be increased by the amount the Closing Adjustment exceeds $100,000. If the Closing Adjustment is a

negative number and exceeds negative $100,000, the Closing Payment shall be reduced by the amount equal to $0 minus the difference between the Closing Adjustment and $100,000.

(b) **Post Closing Adjustment**.

(i) Within sixty (60) days after the Closing Date, Buyer shall cause to be prepared and delivered to the Members' Representative a statement (the "**Closing Working Capital Statement**") containing Buyer's calculation of the Closing Date Net Working Capital and a certificate by Buyer that the Closing Working Capital Statement was prepared in accordance with GAAP using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements, for the most recent fiscal year end.

(ii) The post-closing adjustment shall be an amount equal to the Closing Date Net Working Capital minus the Estimated Closing Working Capital (the "**Post-Closing Adjustment**"). If the Post-Closing Adjustment is a positive number, Buyer shall pay to the Members an amount equal to the Post-Closing Adjustment. If the Post-Closing Adjustment is a negative number, the Members shall pay to Buyer an amount equal to $0 minus the Post-Closing Adjustment. Any change resulting from the Post-Closing Adjustment, shall be added or subtracted to the Indemnity Holdback, as the case may be. In the event the Post-Closing Adjustment in favor of Buyer exceeds the Indemnity Holdback, the Members shall pay Buyer such amount within 15 days of the Post-Closing Adjustment date calculation.

(c) **Examination and Review**.

(i) **Examination**. After receipt of the Closing Working Capital Statement, the Members shall have 30 days (the "**Review Period**") to review the Closing Working Capital Statement. During the Review Period, the Members and the Members' accountants shall have full access to the books and records of the Acquired Companies, the personnel of, and work papers prepared by, Buyer and/or Buyer's accountants to the extent that they relate to the Closing Working Capital Statement and to such historical financial information (to the extent in Buyer's possession) relating to the Closing Working Capital Statement as the Members may reasonably request for the purpose of reviewing the Closing Working Capital Statement and to prepare a Statement of Objections (defined below).

(ii) **Objection**. On or prior to the last day of the Review Period, Members may object to the Closing Working Capital Statement by delivering to Buyer a written statement setting forth the Members' objections in reasonable detail, indicating each disputed item or amount and the basis for the Members' disagreement therewith (the "**Statement of Objections**"). If the Members

fail to deliver the Statement of Objections before the expiration of the Review Period, the Closing Working Capital Statement and the Post-Closing Adjustment, as the case may be, reflected in the Closing Working Capital Statement shall be deemed to have been accepted by the Members' Representative and the Members. If the Members deliver the Statement of Objections before the expiration of the Review Period, the Members' Representative and Buyer shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the "**Resolution Period**"), and, if the same are so resolved within the Resolution Period, the Post-Closing Adjustment and the Closing Working Capital Statement with such changes as may have been previously agreed in writing by the Members' Representative and Buyer, shall be final and binding.

(iii) **Resolution of Disputes**. If the Members' Representative and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute (the "**Disputed Amounts**" and any amounts not so disputed, the "**Undisputed Amounts**") shall be submitted for resolution to an impartial nationally recognized firm of independent certified public accountants other than the Members' accountants or Buyer's Accountants (the "**Independent Accountant**") who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the Post-Closing Adjustment, as the case may be, and the Closing Working Capital Statement. The Parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the Parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Closing Working Capital Statement and the Statement of Objections, respectively.

(iv) **Fees of the Independent Accountant**. The fees and expenses of the Independent Accountant shall be paid by the Members, on the one hand, and by Buyer, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Members or Buyer, respectively, bears to the aggregate amount actually contested by the Members and Buyer.

(v) **Determination by Independent Accountant**. The Independent Accountant shall make a determination as soon as practicable within 30 days (or such other time as the Parties hereto shall agree in writing) after their engagement, and their resolution of the Disputed Amounts and their adjustments to the Closing Working Capital Statement and/or the Post-Closing Adjustment shall be conclusive and binding upon the parties hereto.

(d) **Adjustments for Tax Purposes**. Any payments made pursuant to Section 3.3 shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF MEMBERS AND GREEN

Each Member and Green hereby severally and jointly represent and warrant to Buyer that the statements contained in this Article 4 are true and correct as of the date hereof and will be correct and complete as of the Closing Date as though made then and as though the Closing Date was substituted for the date of this Agreement throughout this Article 4. If the Closing occurs, each of the representations and warranties made in this Article 4 with respect to matters relating to an Acquired Company will be deemed to have also been made with respect to GTIP, in each case immediately prior to the Closing but after the consummation of the Pre-Closing Restructuring and giving effect to the Pre-Closing Restructuring.

4.1 Organization.

Each Acquired Company is duly organized, validly existing and in active status under the laws of its jurisdiction of formation. Each Acquired Company is duly qualified and in good standing in each jurisdiction where it is required to be qualified. Except as set forth on Schedule 4.1 of the Disclosure Schedules and subject to the Pre-Closing Restructuring, the Acquired Companies do not have any Affiliates that are not individuals and no Affiliate of the Acquired Companies owns or has any interest in any of the assets used in the Business. Each Acquired Company has full corporate or limited liability company power and authority, as applicable, to conduct its business as it is presently being conducted and to own and lease its properties and assets.

4.2 Authorization.

Each Member and Acquired Company has all necessary power and authority and have taken all action necessary to authorize, execute and deliver this Agreement, to consummate the Pre-Closing Restructuring and the transactions contemplated hereby, and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms. Green has all necessary power and authority and has taken all action necessary to authorize, execute and deliver this Agreement, to consummate the Pre-Closing Restructuring and the transactions contemplated hereby, and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Green and constitutes a legal, valid and binding obligation of Green enforceable against Green in accordance with its terms.

4.3 Capitalization.

(a) As of the date hereof, the Company Membership Interests are held exclusively by the Members, in the amounts set forth on Schedule 4.3(a) of the Disclosure Schedules. The Company Membership Interests represent 100% of the outstanding equity interests of Green. The Company Membership Interests have been duly authorized and validly issued and have been issued in compliance with applicable securities Law. Green has made available to Buyer true, correct and complete

copies of the organizational documents of the Acquired Companies, each as currently in effect. The minute books of each Acquired Company contain true, complete and correct records in all material respects of all meetings and other material corporate actions held or taken by members, managers or other governing bodies through the date hereof. All such minute books of the Acquired Companies have been made available to Buyer. There are not now outstanding any other equity interests, phantom equity interests or other securities, or any options, warrants or any rights related to any Acquired Company or to any other equity interests, phantom equity interests or other securities of any Acquired Company. There are no agreements of any kind relating to the issuance of any equity interests of any Acquired Company, or any convertible or exchangeable securities or any options, warrants or other rights relating to the equity interests of any Acquired Company. There are no voting agreements, voting trusts, buy-sell agreements, options or right of first purchase agreements or other agreements of any kind relating to the Company Membership Interests.

(b) Exhibit A sets forth a list of each of the Acquired Companies, including (i) its name and jurisdiction of incorporation or formation, (ii) the number of issued and outstanding shares of each class of its capital stock, units, partnership interests or membership interests, as applicable, and (iii) the holder of such ownership interests. All of the issued and outstanding shares of capital stock of each Acquired Company have been duly authorized and are validly issued, fully paid, and non-assessable and issued in compliance with applicable Law and not subject to or held in violation of any purchase option, call option, right of first refusal, preemptive rights, subscription right, equity holders' agreement, voting agreement or any similar right under applicable Law or the organizational documents of the Acquired Companies. Green or one or more Acquired Company holds of record and owns beneficially all of the outstanding equity interests of each Acquired Company free and clear of any Encumbrances. Neither Green nor any Acquired Company controls directly or indirectly or has any direct or indirect equity interests in any corporation, partnership, trust, or other business association that is not an Acquired Company. Neither Green nor any Acquired Company has an obligation to, or has any right to acquire, directly or indirectly, any outstanding capital stock of, or other equity interests in, any Person, or to provide funds to, make an investment in (in the form of a loan, capital contribution or otherwise) or provide any guarantee with respect to the obligations of, any other Person.

(c) Immediately prior to the Closing and upon the consummation of the Pre-Closing Restructuring: (i) the GTIP Interests will be held by Green, (ii) the GTIP Interests will represent 100% of the outstanding equity interests of GTIP, (iii) the GTIP Interests will have been duly authorized and validly issued and have been issued in compliance with applicable securities Law, (iv) Green will have made available to Buyer true, correct and complete copies of the organizational documents of GTIP then in effect, (v) there will not be outstanding any other equity interests, phantom equity interests or other securities, or any options, warrants or any rights related to GTIP or to any other equity interests, phantom equity interests or other securities of GTIP, (vi) there will be no agreements of any kind relating to the issuance of any

equity interests of GTIP, or any convertible or exchangeable securities or any options, warrants or other rights relating to the equity interests of GTIP; and (vii) there will be no voting agreements, voting trusts, buy-sell agreements, options or right of first purchase agreements or other agreements of any kind relating to the GTIP Interests.

4.4 Title.

(a) Each Member owns good title to the Company Membership Interests set forth next to such Member's name on Schedule 4.3(a) of the Disclosure Schedules, free and clear of all Encumbrances. Subject to the Nevada Cannabis Laws and the Pre-Closing Restructuring Documents at Closing, each Member has the full and unrestricted power to sell, assign, transfer and deliver the Company Membership Interests that such Member owns pursuant to the terms of this Agreement, if required under Section 2.1(c). No Member is a party to any option, warrant, purchase right or other contract or commitment that could (including upon the occurrence of any contingency or event) require such Member to sell, transfer or otherwise dispose of any of the Company Membership Interests or any interest therein, other than this Agreement or, at Closing, Pre-Closing Restructuring Documents. Other than this Agreement or the Pre-Closing Restructuring Documents, no Member is a party to any voting trust, proxy or other agreement or understanding with respect to such Member's ownership, voting or transfer of, or otherwise related to, the Company Membership Interests that such Member owns. If required under Section 2.1(c), upon delivery to Buyer Designee of certificates for the Company Membership Interests after the Closing, if certificated, Buyer will acquire good, valid and marketable title to the Company Membership Interests, free and clear of all Encumbrances.

(b) Immediately prior to the Closing and upon the consummation of the Pre-Closing Restructuring: (i) Green will own good title to the GTIP Interests, free and clear of all Encumbrances; (ii) Green will have the full and unrestricted power to (A) sell, assign, transfer and deliver the GTIP Interests and (B) contribute the GTIP Interests pursuant to the terms of this Agreement and the Pre-Closing Restructuring Documents; (iii) neither Green nor any Member will be a party to any option, warrant, purchase right or other contract or commitment that could (including upon the occurrence of any contingency or event) require Green or such Member to sell, transfer or otherwise dispose of any of the GTIP Interests or any interest therein, other than this Agreement; and (iv) neither Green nor any Member will be a party to any voting trust, proxy or other agreement or understanding with respect to Green or such Member's indirect ownership, voting or transfer of, or otherwise related to, the GTIP Interests. Upon delivery to Buyer of the GTIP Interests at the Closing, and Buyer's payment of the Purchase Price, Buyer will acquire good, valid and marketable title to the GTIP Interests, free and clear of all Encumbrances.

(c) Each Acquired Company has good title to all of its assets, free and clear of all Encumbrances.

4.5 No Conflict or Violation.

(a) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the Pre-Closing Restructuring, and the fulfillment of the terms of this Agreement, do not and will not result in or constitute (i) except as set forth on Schedule 4.5(a) of the Disclosure Schedules, a breach of, a loss of rights under, or an event, occurrence, condition or act which is or, with the giving of notice or the lapse of time, would become, a material default under, or result in the acceleration of any obligations under, any term or provision of, any material contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which a Member or an Acquired Company is a party, (ii) a violation of any statute, rule, regulation, ordinance, by-law, code, order, judgment, writ, injunction, decree or award applicable to a Member or an Acquired Company which could result in a penalty or a loss of privilege or (iii) an imposition of any Encumbrance (other than Permitted Encumbrances) on the Company Membership Interests or, immediately prior to the Closing and upon the consummation of the Pre-Closing Restructuring, the GTIP Interests.

(b) The execution and delivery of this Agreement, the consummation of the contemplated transactions and the Pre-Closing Restructuring, and the fulfillment of the terms of this Agreement, do not and will not result in or constitute (i) a violation of or conflict with any provision of the organizational or other governing documents of any Acquired Company, (ii) except as set forth on Schedule 4.5(b) of the Disclosure Schedules, a breach of, a loss of rights under, or an event, occurrence, condition or act which is or, with the giving of notice or the lapse of time, would become, a material default under, or result in the acceleration of any obligations under, any term or provision of, any material contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which any Acquired Company is a party, (iii) a violation by any Acquired Company of any statute, rule, regulation, ordinance, by-law, code, order, judgment, writ, injunction, decree or award applicable to such Acquired Company which could result in a penalty or a loss of privilege or (iv) an imposition of any Encumbrance (other than a Permitted Encumbrance) on the assets of any Acquired Company or, immediately prior to the Closing and upon the consummation of the Pre-Closing Restructuring, GTIP.

(c) Except as otherwise set forth on Schedule 4.5(c) of the Disclosure Schedules and subject to the requirements under the Nevada Cannabis Laws, no consent, approval or authorization of, or declaration, filing or registration with, any Person is required to be made or obtained by any Member or an Acquired Company in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and the Pre-Closing Restructuring.

(d) Except as otherwise set forth on Schedule 4.5(d) of the Disclosure Schedules and subject to the requirements under the Nevada Cannabis Laws, no consent, approval or authorization of, or declaration, filing or registration with, any Person is required

to be made or obtained by any Acquired Company in connection with the execution, delivery and performance of this Agreement and the consummation of the contemplated transactions and the Pre-Closing Restructuring or will be necessary to ensure the continuing validity and effectiveness immediately following the Closing of any Permit or Material Contract of any Acquired Company or GTIP, as applicable.

4.6 Litigation and Proceedings; Claims.

(a) With respect to each Member, there is no Claim pending or threatened against, relating to or affecting in any adverse manner, the transactions contemplated hereby or the Pre-Closing Restructuring.

(b) With respect to each Acquired Company, there is no Claim pending or threatened against, relating to or affecting in any adverse manner, the transactions contemplated hereby or the Pre-Closing Restructuring.

4.7 Financial Statements; Undisclosed Liabilities.

The Members have delivered to Buyer correct and complete copies of (i) the balance sheets of the Acquired Companies as of December 31, 2020, and related statements of income, cash flows and changes in all members' equity of the Acquired Companies for the years then ended, together with the related notes thereto (the "**Year-End Financial Statements**"), and (ii) the unaudited balance sheet of the Acquired Companies as of December 31, 2020, and related statements of income, and changes in members' equity of the Acquired Companies for the two (2) month period then ended (the "**Interim Financial Statements**", and together with the Year-End Financial Statements, the "**Financial Statements**", and the most recent Financial Statements referred to herein as the "**Most Recent Financial Statements**"). The Financial Statements have been prepared and applied on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Year-End Financial Statements). The Financial Statements fairly present the Acquired Companies' financial position as of the dates indicated and their operating results and cash flows for the period indicated.

The Acquired Companies have no Liabilities of the type required to be reflected on a balance sheet prepared in accordance with GAAP, except (a) those which are adequately reflected or reserved against in the balance sheet as of the Most Recent Financial Statements, and (b) those Current Liabilities which have been incurred in the Ordinary Course consistent with past practice since the Most Recent Financial Statements and (c) those Permitted Encumbrances described reflected in 4.9 of the disclosure schedule.

4.8 Absence of Certain Changes.

Since the date of the Most Recent Financial Statements, and other than in the Ordinary Course and except as set forth in Section 4.8 of the Disclosure Schedules, there has not been, with respect to Green and/or any Acquired Company, any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) amendment of the governing documents of such Acquired Company;

(c) split, consolidation or reclassification of any Company Membership Interests or equity interests in such Acquired Company;

(d) issuance, sale or other disposition of any Company Membership Interests or equity interests in such Acquired Company, or grant of any Options or other rights to purchase or obtain (including upon conversion, exchange or exercise) any Company Membership Interests or equity interests in such Acquired Company;

(e) declaration or payment of any dividends or distributions on or in respect of any Company Membership Interests or equity interests in such Acquired Company or redemption, retraction, purchase or acquisition of Company Membership Interests or equity interests of such Acquired Company;

(f) material change in any method of accounting or accounting practice of Green or any Acquired Company, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(g) material change in Green's or any Acquired Company's cash management practices and its policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(h) entry into any Contract that would constitute a Material Contract;

(i) incurrence, assumption or guarantee of any indebtedness for borrowed money except unsecured current obligations and Liabilities incurred in the Ordinary Course;

(j) transfer, assignment, sale or other disposition of any of the Assets or cancellation of any debts or entitlements;

(k) transfer, assignment or grant of any licence or sublicense of any material rights under or with respect to any Company Intellectual Property or related agreements other than in the Ordinary Course;

(l) material damage, destruction or loss (whether or not covered by insurance) to any Assets;

(m) any Investment in, or any loan to, any other Person;

(n) acceleration, termination, material modification to or cancellation of any Contract to which Green or an Acquired Company is a party or by which it is bound;

(o) any material capital expenditures;

(p) imposition of any Encumbrance upon any of the Company Membership Interests, Acquired Company equity interests or Assets, tangible or intangible;

(q) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current or former employees, officers, directors, Independent Contractors or consultants, other than as provided for in any written agreements or required by applicable Law; (ii) change in the terms of employment for any employee or any termination of any employees for which the aggregate costs and expenses exceed $10,000; or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, Independent Contractor or consultant;

(r) hiring or promoting any individual as or to (as the case may be) an officer or hiring or promoting any employee below officer except to fill a vacancy in the Ordinary Course;

(s) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, Independent Contractor or consultant; (ii) Employee Benefit Plan; or (iii) collective agreement, in each case, whether written or oral;

(t) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any of its related parties;

(u) entry into a new line of business or abandonment or discontinuance of existing lines of business;

(v) adoption of any amalgamation, arrangement, reorganization, liquidation or dissolution or the commencement of any proceedings by Green or any Acquired Company or their creditors seeking to adjudicate Green or an Acquired Company as bankrupt or insolvent, making a proposal with respect to Green or an Acquired Company under any Law relating to bankruptcy, insolvency, reorganization, arrangement or compromise of debts or similar laws, appointment of a trustee, receiver, receiver-manager, agent, custodian or similar official for Green or an Acquired Company or for any substantial part of its Assets;

(w) purchase, lease or other acquisition of the right to own, use or lease any Assets for an amount in excess of $10,000, individually (in the case of a lease, per annum) or $20,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the Ordinary Course;

(x) acquisition by amalgamation or arrangement with, or by purchase of a substantial portion of the assets or shares of, or by any other manner, any business or any Person or any division thereof;

(y) action by Green or an Acquired Company to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset or attribute of Green or an Acquired Company; or

(z) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

4.9 Assets; Title to Assets.

The applicable Acquired Company is the legal and beneficial owner of the Real Property, Personal Property and Assets reflected in the Financial Statements. The applicable Acquired Company has good, valid and marketable title to, or a valid leasehold interest or license in, all of the Assets used by it, free and clear of all Encumbrances, except for the following (collectively referred to as "**Permitted Encumbrances**"):

(a) those items set forth in Section 4.9 of the Disclosure Schedules, but only to the extent such Encumbrances conform to their description in Section 4.9 of the Disclosure Schedules;

(b) liens for Taxes not yet due and payable;

(c) mechanics, carriers', workmen's, repairmen's or other like liens arising or incurred in the Ordinary Course consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the business of the applicable Acquired Company; or

(d) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Real Property which are not, individually or in the aggregate, material to the business of the applicable Acquired Company.

Since the Most Recent Financial Statements, there have been no acquisitions or sales, transfers, leases or other dispositions of Assets by any Acquired Company except sales and dispositions of inventory in the Ordinary Course and dispositions of worn out or obsolete assets in the Ordinary Course.

The Assets are structurally sound and in good operating condition and repair, are adequate for the uses to which they are being put, and none of the Assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs. Subject to maintenance and repair and the acquisition of additional inventory, the Assets are sufficient for the continued conduct of the Acquired Companies' Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the

Business of the Acquired Companies as currently conducted and to perform all of the Acquired Companies' Contracts.

4.10 Accounts.

Section 4.10 of the Disclosure Schedules is a complete list of each outstanding Account of each Acquired Company as of **March 7th 2021**, the account debtor thereunder, the age of each Account as of such date, the amount of each Account as of such date and the invoice numbers of the Acquired Company's invoices representing such Accounts. Except as otherwise set forth on Section 4.10 of the Disclosure Schedules, all of the Accounts (i) are valid and genuine; (ii) have arisen out of bona fide performance of services and other business transactions in the Ordinary Course consistent with past practice; and (iii) to Members' Knowledge, are not subject to valid defenses, setoffs or counterclaims. Other than Accounts written off as bad debt in the Ordinary Course, the amount of which is not material, no Acquired Company has received any request or agreed to any deduction or discount nor has it made any such deduction or discount with respect to any Accounts, nor, to Members' Knowledge, is it aware of any fact or circumstance that would give rise to any valid claim for such deduction or discount.

4.11 Notes Receivable.

Except as otherwise set forth in Section 4.11 of the Disclosure Schedules, there are no Notes Receivable owed to, owned by or in the possession of any Acquired Company or in which any Acquired Company has an interest.

4.12 Accounts Payables.

Each Acquired Company has paid its Accounts Payable in a timely manner and in the Ordinary Course and none of the Accounts Payable are overdue or subject to defenses, counterclaims or rights of setoff.

4.13 Inventories.

The Inventory (except for Inventory in transit) is located at one or another of the addresses listed on Section 4.13 of the Disclosure Schedules. Section 4.13 of the Disclosure Schedules lists substantially all of the Inventories of each Acquired Company as of the Most Recent Financial Statements. All of the Inventory consists of a quality and quantity usable and salable in the Ordinary Course consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All such Inventory is owned by the applicable Acquired Company free and clear of all Encumbrances, except for Permitted Encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the Acquired Company's present circumstances. All Inventory produced by each Acquired Company, or its Affiliates, was cultivated, harvested, produced, tested, handled and delivered in accordance with all applicable Law (except for the Federal Cannabis Laws) in all material respects. All Inventory purchased by each Acquired Company from third parties was cultivated, harvested, produced, tested, handled and delivered in accordance with all applicable Law (except for the Federal Cannabis Laws) in all material respects, and was purchased from suppliers duly licensed to cultivate, harvest and produce

such products. No Acquired Company has used any substance, including but not limited to pesticides, prohibited by laws applicable in the states and localities in which such Acquired Company operates, in any prohibited amount at any stage of the cultivation, harvesting, handling, storage or delivery of Inventory. Each Acquired Company has performed (or caused to be performed by third parties) all tests and obtained all test certificates and certificates of ingredients required by applicable Law or industry practice, including but not limited to tests for microbials, contaminants, residuals, and pesticides. Each Acquired Company's Inventory does not contain any prohibited pesticides, contaminants or any other substance prohibited by any Law. No recalls or withdrawals of products developed, produced, distributed or sold by any Acquired Company have been required or suggested by any Acquired Company or any Governmental Authority with respect to the products supplied by any Acquired Company and no facts or circumstances exist that could reasonably be expected to result in any such recall or withdrawal.

4.14 Customers and Suppliers

(a) Section 4.14(a) of the Disclosure Schedules sets forth: (i) each customer who has paid aggregate consideration to any Acquired Company for goods or services rendered in an amount greater than or equal to $100,000 in either of the two most recent financial years (collectively, the "**Material Customers**"); and (ii) the amount of consideration paid by each Material Customer during such periods.

(b) Section 4.14(b) of the Disclosure Schedules sets forth: (i) each supplier to whom any Acquired Company has paid consideration for goods or services rendered in an amount greater than or equal to $100,000 in either of the two most recent financial years (collectively, the "**Material Suppliers**"); and (ii) the amount of purchases from each Material Supplier during such periods. No Acquired Company has received any notice, and has no reason to believe, that any of its Material Suppliers has ceased, or intends to cease, to supply goods or services to such Acquired Company or to otherwise terminate or materially reduce its relationship with such Acquired Company.

4.15 Intellectual Property.

(a) Section 4.15(a) of the Disclosure Schedules sets forth, the Intellectual Property owned by or filed in the name of any Acquired Company (the "**Company Intellectual Property**"), a complete and correct list of all (i) patents and patent applications, (ii) trademark and service mark registrations and applications therefor, and internet domain names, (iii) copyright registrations and applications therefor, (iv) material unregistered trademarks and service marks, and (v) material Software, in each case, identifying the owner of each such Company Intellectual Property. The applicable Acquired Company solely and exclusively owns all right, title, and interest in and to the corresponding Company Intellectual Property set forth in Section 4.15(a) of the Disclosure Schedules, free and clear of any Encumbrances.

(b) No Company Intellectual Property is jointly owned by an Acquired Company and any other Person. There is no judgment, decree, order, ruling or stipulation (i)

relating to the Company Intellectual Property or (ii) against an Acquired Company relating to the Company Intellectual Property. The applicable Acquired Company (x) may use, license, assign, transfer, assert and enforce all of the Company Intellectual Property, (y) may use all other Intellectual Property used by it, and (z) may operate its businesses as currently conducted and as currently proposed to be conducted, in each case, without any payment, restriction, limitation or other obligation to any Person with respect to any Intellectual Property (other than, with respect to Intellectual Property licensed by a third party to an Acquired Company, royalty payments, restrictions, limitations and other obligations pursuant to an applicable agreement for such Intellectual Property).

(c) In each case in which an Acquired Company has acquired, other than through a license, any Intellectual Property from any Person, such Acquired Company has obtained a valid and enforceable assignment sufficient to irrevocably transfer all right, title and interest in and to such Intellectual Property to such Acquired Company. All of the Company Intellectual Property is valid and enforceable and no patents included in the Company Intellectual Property have been misused. All of the Company Intellectual Property is subsisting, in full force and effect, and has not been canceled, expired, or abandoned and has not lapsed. To Members' Knowledge, no loss or expiration of any material Company Intellectual Property is threatened, pending or reasonably foreseeable, except for patents expiring at the end of their statutory terms (and not as a result of any act or omission of any Acquired Company). No proceeding has been made, asserted, or, to Members' Knowledge, threatened, or is pending against an Acquired Company based upon, challenging or seeking to deny or restrict, or otherwise related to, and no Acquired Company has received any notice related to, (i) the use, exploitation, validity, enforceability, patentability, registrability, ownership or scope of any of the Company Intellectual Property (including any interference, reissue, re-examination, invalidity, revocation or opposition proceeding) or (ii) the scope of, or any breach, violation or default under, any agreement related to Company Intellectual Property, and, to Members' Knowledge, there are no facts suggesting the likelihood of any of the foregoing.

(d) No Person has conflicted with, infringed, misappropriated or violated, or is conflicting with, infringing, misappropriating or violating any Company Intellectual Property. Neither (i) the operation of the businesses of the Acquired Companies as previously conducted, as currently conducted or as currently proposed to be conducted, nor (ii) the development, design, manufacturing, licensing, advertising, marketing, distribution, sale, provision, importation, implementation, hosting, maintenance, support or use of, any Company Software or any other products or services by an Acquired Company or any customer, distributor or supplier of an Acquired Company, nor (iii) the exercise of any rights relating to the Company Intellectual Property, has conflicted with, infringed, misappropriated or violated, or conflicts with, infringes, misappropriates or violates the Intellectual Property or any contractual or other rights or property of any Person. No proceeding has been made, asserted, or, to Members' Knowledge, threatened, or is pending against an Acquired Company based upon, alleging, or otherwise

related to, and no Acquired Company has received any notice related to, any of the foregoing (including any solicited or unsolicited offer, demand or request that an Acquired Company license Intellectual Property from any Person).

(e) Each Acquired Company has the sole and exclusive ownership of all right, title and interest in and to all Intellectual Property developed or created by, for or under the direction or supervision of such Acquired Company. Each of the current or former employees, consultants and contractors of each Acquired Company who has developed or created, or participated in the development or creation of, any such Intellectual Property has executed and delivered to such Acquired Company a valid and enforceable written agreement, pursuant to which such employee, consultant or contractor has irrevocably assigned to such Acquired Company all Intellectual Property arising out of such employee's, consultant's or contractor's employment or engagement by or contract with such Acquired Company. To Members' Knowledge, each of the current or former employees, consultants and contractors of each Acquired Company is and has been in compliance with the assignment provisions in such agreements and has not breached, violated or defaulted under the assignment provisions of any such agreement. No Acquired Company has granted any Person the right to make material improvements or modifications to any Company Intellectual Property which improvements or modifications were not promptly assigned to such Acquired Company.

(f) Each Acquired Company has taken Commercially Reasonable Efforts to maintain and protect all of the Company Intellectual Property (including protecting the confidentiality of trade secrets and confidential or proprietary information, and establishing and maintaining appropriate physical, electronic and other security policies, programs and procedures). Each Person that has had or has access to any trade secrets or confidential or proprietary information included in Company Intellectual Property (including any source code for any Company Software) is subject to appropriate confidentiality obligations under a valid and enforceable written agreement regarding the non-disclosure and protection of such trade secrets and confidential or proprietary information. To Members' Knowledge, each such Person is and has been in compliance with such confidentiality obligations and has not breached, violated or defaulted under any such confidentiality obligations. No Contract provides for, and, to Members' Knowledge, no event has occurred, and no circumstance or condition exists, that, with or without the passage of time or giving of notice, requires: (i) an Acquired Company's deposit of any source code for any Software owned by such Acquired Company with an escrow agent or escrow service; (ii) the disclosure of any such source code to any Person; or (iii) a grant to any Person a license or right in or to any such source code. No source code for any Software owned by an Acquired Company has been disclosed to any Person (except to employees of such Acquired Company on a need-to-know basis).

(g) Any Software owned by an Acquired Company and included in a product or service provided by an Acquired Company to another Person substantially conforms with all applicable specifications and other published documentation regarding the

functionality and performance characteristics, and, to Members' Knowledge, are free from any disabling code, time bomb, virus or other malicious or harmful code.

(h) With respect to any Open Source Software that is or has been a Third Party Component in Software owned by an Acquired Company, such Acquired Company is and has been in compliance with all applicable license agreements with respect to such Open Source Software and has not breached, violated or defaulted under any such agreement. No Acquired Company has (i) distributed or made available any Open Source Software to any Person in connection with any Software owned by such Acquired Company, or (ii) used, modified or created derivative works based upon any Open Source Software, in a manner that creates any obligations for such Acquired Company with respect to any Software owned by such Acquired Company or other Company Intellectual Property, including any obligation under any Reciprocal License to grant any right or license (including any covenant not to sue or patent license) or to disclose or distribute any source code.

4.16 Material Contracts.

(a) Except as set forth in Section 4.16(a) of the Disclosure Schedules, no Acquired Company is a party to, or bound by:

(i) any employment or consulting Contract or commitment with an employee or individual consultant or salesperson (other than "at will" employment agreements entered into in the Ordinary Course), any Contract or commitment to grant any severance or termination pay (in cash or otherwise) to any employee, or any consulting or sales Contract, or commitment with a firm or other organization;

(ii) any pension, profit sharing, stock option, employee stock purchase or other plan or arrangement providing for deferred or other compensation (including any bonuses or other remuneration and whether in cash or otherwise), to employees, former employees or consultants, or any other employee benefit plan or arrangement, or any collective bargaining agreement or any other contract with any labor union, or severance agreements, programs, policies or arrangements;

(iii) any individual lease of Personal Property having a value in excess of $25,000;

(iv) any lease agreements involving real property;

(v) any agreement, contract or commitment relating to capital expenditures involving future payments in excess of $25,000 individually or in the aggregate;

(vi) any Contract or commitment relating to the disposition or acquisition of material assets or any interest in any business enterprise outside the ordinary course of the business;

(vii) any mortgages, indentures, guarantees, loans or credit agreements, security agreements or other Contracts or instruments relating to the borrowing of money, extension of credit or otherwise placing a lien any material asset or group of assets of an Acquired Company;

(viii) any purchase order or Contract for the purchase of materials involving in excess of $10,000 individually;

(ix) other than customer purchase orders, any other Contract or commitment that involves $25,000 or more individually or in the aggregate with respect to any single Person and is not cancelable without penalty within 30 days;

(x) warranty agreement with respect to its services rendered or its products sold or leased, other than in the Ordinary Course;

(xi) any assignment, transfer, license, covenant not to sue, or grant of any other rights to or by an Acquired Company in connection with, or any other agreement relating to, Intellectual Property;

(xii) any material sales, distribution, manufacturing or supply Contract;

(xiii) Contract regarding voting, transfer or other arrangements related to an Acquired Company's equity or warrants, options or other rights to acquire any of an Acquired Company's equity;

(xiv) Contract prohibiting an Acquired Company from freely engaging in any business or competing anywhere in the world;

(xv) any Contract involving aggregate consideration in excess of $20,000 and that, in each case, cannot be cancelled by the applicable Acquired Company without penalty or without more than 90 days' notice;

(xvi) any other Contract which is material to an Acquired Company's operations and business prospects or involves a consideration in excess of $20,000 annually.

(b) True and complete copies of each Contract disclosed in the Disclosure Schedules or required to be disclosed pursuant to Section 4.16(a) (each a "**Material Contract**" and collectively, the "**Material Contracts**") have been made available to Buyer. Each Material Contract to which an Acquired Company is a party or any of its properties or assets (whether tangible or intangible) is subject, is valid, binding and enforceable against the Acquired Company, and to Members' Knowledge, the other parties thereto, in accordance with its terms. Each Acquired Company is in compliance with and has not materially breached, materially violated or materially defaulted under, or received written notice that it has breached, violated or defaulted under any of the terms or conditions of any Material Contract, and, to Members' Knowledge, no event has occurred which with the passage of time or the giving of notice or both would result in a default, breach or event of noncompliance

by an Acquired Company under any such Material Contract, and all Material Contracts shall be in full force and effect without penalty in accordance with their terms upon consummation of the transactions contemplated hereby. No partially filled or unfilled customer purchase order or sales order is subject to cancellation or any other material modification by the other party thereto or is subject to any penalty, right of set off or other charge by the other party thereto for late performance or delivery. To Members' Knowledge, no party obligated to an Acquired Company pursuant to any such Material Contract has breached, violated or defaulted under such Material Contract, or taken any action or failed to act, such that, with the lapse of time, giving of notice or both, such action or failure to act would constitute such a breach, violation or default under such Material Contract by any such other party.

4.17 Taxes.

(a) Except as set forth on Section 4.17 of the Disclosure Schedules, all Tax Returns (including amended returns and claims for refund) required to be filed by an Acquired Company on or before the Closing Date have been timely filed. Such Tax Returns are true, correct, and complete in all material respects. All Taxes due and owing by an Acquired Company (whether or not shown on any Tax Return) have been timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of an Acquired Company. No Acquired Company has ongoing Tax audits that it has received actual notice of and has received no written notice of commencement of an audit. The Members have delivered to Buyer copies of all Tax Returns, examination reports, and statements of deficiencies assessed against, or agreed to by, an Acquired Company for all Tax periods ending after **2019**. Each Acquired Company has properly withheld and remitted all Taxes that it was required to withhold.

(b) No Acquired Company has been a member of an affiliated, combined, consolidated, or unitary Tax group for Tax purposes. No Acquired Company has any Liability for Taxes of any Person (other than Green) under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local, or foreign Law), as transferee or successor, by contract, or otherwise.

(c) There are no liens (beyond those disclosed in Section 4.9 of the Disclosure Schedules) for Taxes (other than for current Taxes not yet due and payable) upon the assets of any Acquired Company.

(d) No Acquired Company is a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2. No Acquired Company is, nor has it been, a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(a) of the Code.

(e) Since its formation, each Acquired Company at all times has been treated as a partnership for federal and state income tax purposes.

(f) No Acquired Company is a party to any Tax allocation, Tax-sharing agreement or Tax indemnification agreement that will survive the Closing;

(g) No Acquired Company has received any notice from any Taxing Authority in any jurisdiction in which such Acquired Company does not file a Tax Return that such Acquired Company may be subject to income taxation by that jurisdiction;

(h) No Tax Return that was filed by an Acquired Company contains or was required to contain, a material disclosure statement under Code Section 6662 (or any predecessor, provision or comparable provision of state, local or foreign Law);

(i) No Acquired Company will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of (i) any change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) any "closing agreement" as described in Code Section 7121 (or any corresponding or similar provision of state or local Law) executed on or prior to the Closing Date; (iii) an installment sale or open transaction disposition completed on or prior to the Closing Date; (iv) a prepaid amount actually received on or prior to the Closing Date; (v) an election under Code Section 108(i) made on or prior to the Closing Date; or (vi) intercompany transaction or excess loss account described in Treasury Regulations under Code Section 1502 (or any corresponding or similar provision of Tax law); and

(j) No Acquired Company has made an election under Section 1101(g)(4) of the *Bipartisan Budget Act* of 2015 (the "**BBA**"), or the temporary or final regulations promulgated thereunder, to apply the partnership audit rules enacted by the BBA to such Acquired Company for taxable periods prior to 2020.

4.18 Employment Matters.

(a) Section 4.18(a) of the Disclosure Schedules sets forth the list of employees of each Acquired Company, which indicates: (i) the titles of all employees and the applicable Acquired Company and location of their employment; (ii) the date each employee was hired; (iii) which employees are subject to a written employment agreement with the Acquired Company; (iv) the annual wage of each employee at the date of such list, any bonuses paid to each employee since the end of the Acquired Company's last completed financial year and before the date of such list and all other bonuses, incentive schemes, benefits, commissions and other compensation to which each employee is entitled; (v) the vacation days to which each employee is entitled on the date of such list; and (vi) the employees that are not actively working on the date of this Agreement due to leave of absence, illness, injury, accident or other disabling condition.

(b) Section 4.18(b) of the Disclosure Schedules lists: (i) all Contracts with any employee who is a manager or executive of an Acquired Company or is being provided with an annual compensation of more than $100,000; and (ii) all Contracts

that provide for severance, termination or similar payments or entitlements of more than $50,000, including on a change of control of an Acquired Company.

(c) Correct and complete copies of all the Contracts set out in Section 4.18(b) of the Disclosure Schedules have been made available to Buyer and templates of the Contracts that describe all of the terms of the Contracts relating to the list of employees set out in Section 4.18(a) of the Disclosure Schedules have been made available to Buyer.

(d) Each Acquired Company is and has been at all times in material compliance with all applicable Laws respecting employment, employment practices, terms and conditions of employment, employee safety, and wages and hours, and in each case, except as disclosed on Section 4.18(d) of the Disclosure Schedules, with respect to employees of each Acquired Company: (i) has withheld and reported all amounts required by law or by Contract to be withheld and reported with respect to wages, salaries and other payments to employees, (ii) is not liable for any arrears of wages, severance pay or any Taxes or any penalty for failure to comply with any of the foregoing, and (iii) is not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments to be made in the normal course of business and consistent with past practice). No Acquired Company has Liabilities with respect to any former employee, nor any Liability that will result or is reasonably likely to result as a consequence of the consummation of the transactions contemplated by this Agreement. No Acquired Company has direct or indirect Liability with respect to any misclassification of any individual as an Independent Contractor rather than as an employee.

(e) No Acquired Company is, nor has it been, a party to or subject to any collective bargaining agreements or labor contracts, and, as of the date hereof, (i) no labor union or other bargaining representative has contacted an Acquired Company, or the Members claiming it represents any of the former employees, (ii) no petition has been filed or proceedings instituted by or on behalf of an employee or group of employees of an Acquired Company with any labor relations board seeking recognition of a bargaining representative; (iii) no grievance is pending with any labor relations board or, to Members' Knowledge, threatened from any employee; (iv) each Acquired Company has paid in full, or accrued in their financial books and records, to all former employees, all wages, salaries, commissions, bonuses, benefits and other compensation due to such employees or otherwise arising under any policy, practice, agreement, plan, program, or Law; (v) except as disclosed in Section 4.18(e) of the Disclosure Schedules, no Acquired Company is liable for any severance pay or other payments to any employee arising from the termination of employment; and (vi) no notice in writing has been received by any Acquired Company of any complaint filed by any employees or former employees against any Acquired Company or any current or former director or officer thereof and there are no pending or, to Members' Knowledge, threatened charges or complaints

relating to the employees before the National Labor Relations Board or any other Governmental Authority.

(f) Section 4.18(f) of the Disclosure Schedules lists: (i) all Persons who are currently performing services for an Acquired Company as Independent Contractors under a Contract; and (ii) the current rate of compensation and total fees paid to such Person during the last 12-months period. Substantially all the Independent Contractors provide services to the Acquired Companies under standard form agreements, and a copy of each standard form agreement has been made available to Buyer.

(g) No employee has stated that he or she will resign or retire or cease to provide work or services because of the closing of the transactions contemplated by this Agreement.

(h) Each Independent Contractor has been properly classified as an independent contractor and no Acquired Company has received any notice in writing or any oral notice from any Governmental Authority disputing such classification.

4.19 Employee Benefit Plans.

Set forth in Section 4.19 of the Disclosure Schedules is a complete list of all Employee Benefit Plans of each Acquired Company, by Acquired Company, and of any ERISA Affiliate applicable to any of the employees or former employees of any Acquired Company or to their respective dependents, whether maintained pursuant to a written contract or pursuant to custom or informal understanding.

(a) For each Employee Benefit Plan, the Members have made available to Buyer accurate, current, and complete copies of each of the following: (i) the plan document with all amendments, or if not reduced to writing, a written summary of all material plan terms; (ii) any written contracts and arrangements related to such Employee Benefit Plan, including trust agreements or other funding arrangements, and insurance policies, certificates, and contracts; (iii) in the case of an Employee Benefit Plan intended to be qualified under Section 401(a) of the Code, the most recent favorable determination or approval letter and any legal opinions issued thereafter with respect to the Employee Benefit Plan's continued qualification; (iv) the most recent Form 5500 filed with respect to such Employee Benefit Plan; and (v) any material notices, audits, inquiries, or other correspondence from, or filings with, any Governmental Authority relating to the Employee Benefit Plan.

(b) Each Employee Benefit Plan and related trust has been established, administered, and maintained in accordance with its terms and in compliance with all applicable Laws (including ERISA and the Code). Nothing has occurred with respect to any Employee Benefit Plan that has subjected or could subject any Acquired Company or, with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a penalty under Section 502 of ERISA or to tax or penalty under Sections 4975 or 4980H of the Code or which would jeopardize the previously-determined qualified status of any Employee Benefit Plan. All benefits,

contributions, and premiums relating to each Employee Benefit Plan have been timely paid in accordance with the terms of such Employee Benefit Plan and all applicable Laws and accounting principles. All benefits accrued under any unfunded Employee Benefit Plan have been paid, accrued or adequately reserved.

(c) No Acquired Company has: (i) incurred, nor reasonably expects to incur, any Liability under Title I or Title IV of ERISA or related provisions of the Code or applicable Law relating to any Employee Benefit Plan; or (ii) incurred, nor reasonably expects to incur, any Liability to the Pension Benefit Guaranty Corporation. No Acquired Company has now or at any time contributed to, sponsored, or maintained any: (i) "multiemployer plan" as defined in Section 3(37) of ERISA; (ii) "single-employer plan" as defined in Section 4001(a)(15) of ERISA; (iii) "multiple employer plan" as defined in Section 413(c) of the Code; (iv) "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA; (v) a leveraged employee stock ownership plan described in Section 4975 (e)(7) of the Code; or (vi) any other Employee Benefit Plan subject to required minimum funding requirements. Other than as required under Sections 601 to 608 of ERISA or other applicable Law, no Employee Benefit Plan provides post-termination or retiree welfare benefits to any individual for any reason.

(d) Neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will, either alone or in combination with any other event, (i) entitle any current or former director, officer, employee, Independent Contractor, or consultant of any Acquired Company to any severance pay, increase in severance pay, or other payment; (ii) accelerate the time of payment, funding, or vesting, or increase the amount of compensation (including stock-based compensation) due to any such individual; (iii) limit or restrict the right of any Acquired Company to amend or terminate any Employee Benefit Plan; (iv) increase the amount payable under any Employee Benefit Plan; (v) result in any "excess parachute payments" within the meaning of Sections 280G(b) of the Code; or (vi) require a "gross-up" or other payment to any "disqualified individual" within the meaning of Section 280G(c) of the Code

4.20 Related Party Transactions.

(a) Except for the loans described in Section 4.20 of the Disclosure Schedules, all of which shall be paid in full prior to Closing, no Acquired Company has made any payment or loan to, or borrowed any monies from or is otherwise indebted to, any officer, director, employee, trustee or shareholder or any Person with whom such Acquired Company is not dealing at arm's length or any Affiliate or spouse of any of the foregoing (each, a "**Related Person**").

(b) No Member nor any Affiliate of the Members (each, a "**Related Party**") is a party to any Contract with an Acquired Company, no Related Party is indebted to an Acquired Company and no Acquired Company is indebted to any Related Party.

(c) Except as disclosed in Section 4.6(a) of the Disclosure Schedules, no Related Person, (i) possesses, directly or indirectly, any financial interest in, or is a director, officer or employee of, any Person which is a competitor or supplier, dealer, lessor or lessee of any Acquired Company; or (ii) has any interest in any assets used or held for use by any Acquired Company.

4.21 Insurance.

Section 4.21 of the Disclosure Schedules lists all insurance policies maintained by the Acquired Companies (the "**Insurance Policies**"), true and complete copies of which have been provided to Buyer. Such Insurance Policies: (a) are in full force and effect and will remain in full force and effect until Closing; (b) are valid and binding in accordance with their terms; (c) are provided by carriers who are financially solvent; and (d) have not been subject to any lapse in coverage. Neither the Acquired Companies nor the Members or any of their Affiliates have received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have been paid. No Acquired Company is in default under, nor has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. The Insurance Policies are of the type and in the amounts sufficient for compliance with all applicable Laws and Contracts to which any Acquired Company is a party or by which it is bound. To Members' Knowledge, the insurance policies maintained by the Acquired Companies are of the type and in the amounts sufficient for compliance with all applicable Laws and Contracts to which any Acquired Company is a party or by which it is bound.

4.22 Compliance with Laws; Permits.

Except with respect to Federal Cannabis Laws, (i) each Acquired Company has complied, and is now complying, with all Laws applicable to it or its business, properties, or assets that are necessary to operate the Business; and (ii) each Acquired Company has all Permits that are required for it to conduct its Business and such Permits are valid and in full force and effect. Section 4.22 of the Disclosure Schedules lists all current Permits issued to any Acquired Company and, to Members' Knowledge, no event has occurred that, with or without notice or the lapse of time, or both, would reasonably be expected to result in the revocation, suspension or lapse of any such Permit.

Each Acquired Company operates in compliance in all material respects with the United States Department of Justice guidance to United States Attorneys regarding enforcement priorities for prosecuting marijuana-related crimes, as set forth in the memorandum issued by Deputy Attorney General James Cole, dated August 29, 2013 (the "2013 Cole Memo") As part of its compliance with the 2013 Cole Memo, each Acquired Company has used commercially reasonable efforts to ensure that such Acquired Company does not: (i) distribute marijuana to minors; (ii) direct revenue from the sale of marijuana to criminal enterprises, gangs, and cartels, or otherwise have any involvement with such groups; (iii) divert marijuana from states where it is legal under state law in some form to other states; (iv) use state-authorized marijuana activity as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; (v) use violence or firearms in the cultivation and distribution of marijuana; (vi) contribute to drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; (vii) grow or possess

marijuana on public lands; or (viii) promote marijuana possession or use on federal property. The Acquired Companies only operate in jurisdictions that have enacted laws legalizing cannabis. Each Acquired Company is in compliance in all material respects with all applicable state and local laws and regulatory systems controlling the cultivation, harvesting, production, handling, storage, distribution, sale, and possession of cannabis. No Acquired Company imports or exports cannabis products from or to any foreign country. No Acquired Company has ever received any written notice from any Governmental Authority to the effect that, or has otherwise been advised that, such Acquired Company is not in compliance in all material respects with any applicable Governmental Requirement and there are no presently existing facts, circumstances or events which, with notice or lapse of time, would result in material violations of any applicable Governmental Requirement or Permit.

4.23 Banks; Powers of Attorney.

Section 4.23 of the Disclosure Schedules sets out: (i) an accurate and complete list of the accounts and safety deposit boxes of each Acquired Company, together with the following information for each such account and safety deposit box: the name of the bank, trust company or similar institution in which such account or safety deposit box is maintained, the number or designation of such account or safety deposit box, the names of all individuals authorized to draw thereon or to have access thereto, and the names of all individuals holding general or special powers of attorney from each Acquired Company in respect thereof.

4.24 Brokers.

No agent, broker or other Person acting pursuant to express or implied authority of any Acquired Company or Member is entitled to a commission or finder's fee in connection with the transactions contemplated by this Agreement or, pursuant to express or implied authority of any Acquired Company, will be entitled to make any Claim (including the assertion of a lien) against Buyers or any Acquired Company for a commission or finder's fee.

4.25 Books and Records.

The Books and Records of each Acquired Company, all of which have been made available to Buyer, are complete and correct and have been maintained in accordance with sound business practices. The minute books of each Acquired Company contain accurate and complete records of all meetings, and resolutions in writing, and no meeting, or resolution in writing has been held for which minutes or resolutions in writing have not been prepared and are not contained in such minute books. At the Closing, all the Books and Records will be in the possession of the Acquired Companies.

4.26 Consents.

Except with respect to the authorizations, consents, approvals, notices, filings and other actions necessary to authorize, approve or permit the Members' obligations pursuant to this Agreement and the consummation of the transactions contemplated hereby (the "**Consents**"), which are set forth on Section 4.26 of the Disclosure Schedules, no other Consent is required for the execution, delivery and performance of this Agreement or any document contemplated hereby or the transactions contemplated hereby and thereby.

4.27 Environmental Matters.

(a) Each Acquired Company is: (i) in compliance with all applicable Environmental Laws; and (ii) possesses and is in compliance with all Environmental Permits necessary to operate the Business.

(b) All such Environmental Permits are listed in Section 4.27(b) of the Disclosure Schedules. The Environmental Permits are in full force and effect. There are no Claims in progress, or, to Members' Knowledge, pending or threatened, that may result in the cancellation, revocation or suspension of any Environmental Permit.

(c) None of the Acquired Companies, the Business or the Assets are the subject of any Remedial Order.

(d) No Acquired Company has received, in the past three years, any Environmental Notice alleging that an Acquired Company is in violation of or has any Liability under any Environmental Law that is unresolved.

(e) No Acquired Company has entered into or agreed to any consent, settlement or other agreement, nor is any Acquired Company subject to any Governmental Order in any judicial, administrative, arbitral or other forum relating to compliance with or Liabilities under any Environmental Law.

(f) No Acquired Company has released any Hazardous Substances at, on or under any part of the Real Property, and, to Members' Knowledge, there are no Hazardous Substances present within the area bounded by the ceiling, walls and floor of any building on any leased Real Property (and excluding anything outside these boundaries), in each case except as would not reasonably be expected to result in a material Liability under any Environmental Law.

(g) Each Acquired Company has made available to Buyer all Environmental audits, assessments, reports and similar reviews and all material correspondence regarding Environmental matters, to the extent that such records are in the possession or under the control of the Members or an Acquired Company.

(h) No Member is aware of or reasonably anticipates, as of the Closing Date, any condition, event or circumstance concerning the Release or regulation of Hazardous Substances that might, after the Closing Date, prevent, impede or increase the costs associated with the ownership, lease, operation, performance or use of the Business or Assets of any Acquired Company as currently carried out.

4.28 Real Property Holding Corporation.

No Acquired Company is, and no Acquired Company has been, a United States real property holding corporation.

4.29 Real Property.

The Acquired Companies have a valid leasehold interest in the Real Property. Such leasehold interest is free and clear of Encumbrances except for Permitted Encumbrances. No Acquired Company owns, nor has an Acquired Company ever owned, directly or indirectly, any real property or any interest therein. With respect to the Real Property:

(a) The Members have delivered or made available to Buyer true, complete and correct copies of any leases affecting the Real Property.

(b) The Acquired Companies have kept and maintained the Real Property in good operating condition and repair to preserve its value and operating efficiency, normal wear and tear excepted.

(c) Section 4.29(c) of the Disclosure Schedules lists: (i) the municipal address of each parcel of the Real Property; (ii) the details of such lease or sublease, including the name of the landlord, the rental amount currently being paid, and the expiration of the term of such lease or sublease; and (iii) the current use of such Real Property.

(d) No Acquired Company is a sublessor or grantor under any sublease, license, occupancy agreement or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased real property.

(e) As of the date hereof, the leases affecting the Real Property together with all amendments and restatements, renewals, extensions, supplements or modifications are in good standing and in full force and effect and no default has occurred on the part of any Acquired Company under any of such leases (except in each case, any such default that has previously been cured).

(f) There is no existing condition which, but for the passage of time or the giving of notice, could result in default by any Acquired Company under the terms of any of the leases affecting the Real Property together with all amendments and restatements, renewals, extensions, supplements or modifications.

(g) There is no existing defect or condition affecting any of leased real property that is materially impairing the current use of such leased real property in connection with the Business and any Acquired Company.

(h) All licences, certificates, consents, approvals, rights, permits (including building and occupancy permits) and agreements required to enable the Real Property to be used, operated and occupied in its current and intended manner are being complied with or have been obtained, or to the extent that any have not already been obtained, the same are not yet required and, if not yet required but the same are material, no Acquired Company has reason to believe that the same will not be available before the time that the same are so required.

(i) All applicable legal and contractual requirements with regard to the use, occupancy, construction and operation thereof, including all zoning, by-laws, environmental,

flood hazard, fire safety, health, handicapped facilities, building and other laws, ordinances, codes, regulations, orders and requirements of any governmental authority are being complied with.

(j) All declarations, easements, rights-of-way, covenants, conditions and restrictions of record are being complied with.

(k) All building services required for the proper functioning of the Real Property have been obtained, are functioning properly and are fit and suitable for their intended purpose.

(l) No material improvements constituting a part of the Real Property encroach on real property owned or leased by a Person other than an Acquired Company, and there is no encroachment onto the Real Property by buildings or improvements from adjoining lands.

(m) There are no actions or proceedings pending nor, to Members' Knowledge, threatened against any Acquired Company, the Real Property or any portion thereof or interest therein.

The Members have not withheld any information of a material nature relating to the Real Property.

4.30 Information and Data Management Systems.

The information and data management systems being used by each Acquired Company adequately meet such Acquired Company's information needs and the information needs of the Business as now conducted by it. Each Acquired Company has taken commercially reasonable action, steps and measures (whether by instruction, by contract or otherwise): (i) with such Acquired Company's employees permitted access to system application programs and data files utilized by the information and data management systems of such Acquired Company in order to protect the same against unauthorized access, use, copying, modification, theft and destruction, and (ii) to protect both its information and data management systems and its data storage facilities from both physical and on-line intrusion.

4.31 Anti-Money Laundering

(a) Neither any Acquired Company nor any of its directors, officers, employees, agents, consultants or representatives:

(i) has violated, and each of the Members' execution and delivery of and performance of its obligations under this Agreement will not violate, any Laws related to money laundering or government guidance regarding anti-money laundering and international anti-money laundering principles or procedures of an intergovernmental group or organization and any executive order, directive or regulation under the authority of any of the foregoing, or any orders or licenses issued thereunder in each case to which either an Acquired Company or each Member are subject in any material respect;

(ii) has, in the course of its actions for, or on behalf of, an Acquired Company (A) knowingly used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (B) paid or received any bribe or otherwise unlawfully offered or provided, directly or indirectly, anything of value to (or received anything of value from) any foreign or domestic government employee or official or any other Person, (C) violated or taken any act that would violate any material provision of the *Corruption of Foreign Public Officials Act* (Canada), the *Foreign Corrupt Practices Act of 1977* (United States) ("**FCPA**") or other similar Laws of other jurisdictions, (D) violated or taken any act that would violate in any material respect the *Special Economic Measures Act* (Canada) ("**SEMA**") or other similar Laws of other jurisdictions, or (E) violated or taken any act that would violate in any material respect the *Freezing Assets of Corrupt Foreign Public Officials Act* (Canada) ("**FACFOA**") or other similar Laws of other jurisdictions, in each case to which an Acquired Company is subject;

(iii) has, directly or indirectly, taken any action in material violation of any export restrictions, anti-boycott regulations, embargo regulations or other similar applicable Canadian, United States or other foreign Laws;

(iv) is a "specially designated national" or "blocked person" under United States sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**"), a Person identified under SEMA, FACFOA or any United Nations resolution or regulation or otherwise a target of economic sanctions under other similar applicable Canadian, United States or foreign Laws; or

(v) has engaged in any business with any Person with whom, or in any country in which it is prohibited for a Person to engage under SEMA, FACFOA, any United Nations resolution or regulation or any other Law or it is prohibited for a United States Person to engage under Law or under applicable United States sanctions administered by OFAC.

4.32 Sufficiency of Assets of GTIP.

As of the Closing after the consummation of the Pre-Closing Restructuring, except for the Retained Licenses and Retained Inventory, GTIP's assets (and liabilities) will constitute all the assets used in (and liabilities accrued from) the operation of the Business by the Acquired Companies as of immediately prior to the consummation of the Pre-Closing Restructuring.

4.33 Independent Investigations.

Notwithstanding anything contained in this Agreement to the contrary, each Member and each acknowledges and agrees that none of Buyer, Australis, or any other Person is making, has made, or will be deemed to make or have made, any representations or warranties whatsoever relating to Buyer, Australis, their business or the transactions contemplated by this Agreement, whether

express or implied, at law or in equity, beyond Buyer's and Australis's contractual representations set forth in this Agreement. In furtherance, not limitation, of the foregoing, each Member (on behalf of itself and any other Person claiming by, through, or on behalf of each Member) hereby:

(a) disclaims the existence of, and Member's (or such other Person's) reliance on, any other representations or warranties, whether alleged to have been made by Buyer, Australis, or any other Person; and

(b) acknowledges and agrees that: (i) no other party has any authority, express or implied, to make any representations, warranties or agreements not specifically set forth in this Agreement; (ii) none of Buyer, Australis, nor any other Person is making, has made, or will be deemed to make or have made, any representation or warranty, express or implied, other than Buyer's and Australis's contractual representations set forth herein; (iii) none of Buyer, Australis, or any other Person will have any liability whatsoever to each Member or any other Person resulting from the distribution to Members, each Acquired Company or their respective Representatives, or each Member's or each Acquired Company's use of, any materials relating to Buyer, Australis, or their businesses, or the transactions contemplated by this Agreement; (iv) each Member and each Acquired Company has conducted to its satisfaction its own independent investigation of the condition, operations and business of Buyer, Australis and their businesses and, in making its determination to proceed with the transactions contemplated by this Agreement, each Member and each Acquired Company has relied solely on the results of its own independent investigation; and (v) each Member and each Acquired Company is an informed and sophisticated Person, and has engaged advisors experienced in the evaluation of transactions as contemplated hereunder and the acquisition of securities such as the Buyer Units and Australis common shares.

4.34 Full Disclosure.

No representation or warranty by the Members and/or Green in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer under this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in the light of the circumstances in which they are made, not misleading.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represent and warrant to the Members that the statements contained in this Article 5 are true and correct as of the date hereof and will be correct and complete as of the Closing Date as though made then and as though the Closing Date was substituted for the date of this Agreement throughout this Article 5.

5.1 Organization.

Buyer is a duly incorporated and validly existing corporation in good standing under the laws of the jurisdiction of their incorporation or organization, and has the power and authority to own, lease and operate their assets and properties and to conduct its business as now being conducted.

5.2 Authorization.

There are no provisions in Buyer's certificate of incorporation or bylaws (or comparable organizational documents) which prohibit or limit Buyer's ability to consummate the transactions contemplated to be consummated by Buyer hereunder. Buyer has the full right, power and authority to enter into this Agreement and the Related Agreements and to consummate or cause to be consummated all of the transactions and to fulfill all of the obligations contemplated to be consummated or fulfilled by Buyer hereunder. The execution and delivery of this Agreement and each Related Agreement by Buyer and the due consummation by Buyer of the transactions contemplated to be consummated by Buyer hereby have been duly authorized by all necessary action of the respective directors of Buyer. This Agreement and each Related Agreement constitutes a legal, valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

5.3 No Conflict or Violation.

Neither the execution and delivery of this Agreement by Buyer, nor the consummation by Buyer of the transactions contemplated to be consummated by Buyer hereby nor compliance by Buyer with any of the provisions hereof will result in: (i) a violation of or a conflict with any provision of the certificate of incorporation or bylaws (or comparable organizational documents) of Buyer; (ii) a breach of, or right of termination, forfeiture or default under any term, condition or provision of any Contractual Obligation or Permit to which Buyer is a party or by which any of its assets are bound or affected, or an event which, with the giving of notice, lapse of time or both, would result in any such breach, right of termination, forfeiture or default; (iii) a violation of any Law, or of any order, judgment, writ, injunction, decree or award, or an event which, with the giving of notice, lapse of time or both, would result in any such violation; or (iv) any Person having the right to enjoin, rescind or otherwise prevent or impede the transactions contemplated hereby or to obtain damages from the Members or to obtain any other judicial or administrative relief as a result of any transaction carried out in accordance with the provisions of this Agreement.

5.4 Litigation and Proceedings.

There is no Claim pending or, to the knowledge of Buyer, threatened against Buyer, which challenges the validity of this Agreement or the transactions contemplated hereunder, or otherwise seeks to prevent, directly or indirectly, the consummation of such transactions.

5.5 Consents and Approvals.

No consent, approval or authorization of any Person, nor any declaration, filing or registration with any Governmental Authority or other Person, is required to be made or obtained by Buyer in

connection with the execution, delivery and performance by Buyer of the transactions contemplated to be consummated by Buyer hereunder, except for consents which are obtained and delivered by Buyer to the Members on or before the Closing Date, including approval from the Nevada Cannabis Compliance Board (the "**Nevada Consents**"). The Members and Green shall use Commercially Reasonable Efforts to assist Buyer in obtaining the Nevada Consents.

5.6 Brokers.

No agent, broker or other Person acting pursuant to express or implied authority of Buyer is entitled to a commission or finder's fee in connection with the transactions contemplated by this Agreement or, pursuant to express or implied authority of Buyer, will be entitled to make any Claim (including the assertion of a lien) against the Members for a commission or finder's fee.

ARTICLE 6
COVENANTS

6.1 Conduct of Business Before the Closing.

From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), each of the Members shall, and shall cause each Acquired Company to: (i) conduct the Business of the Acquired Companies in the Ordinary Course; and (ii) use reasonable best efforts to maintain and preserve intact the current organization and Business of the Acquired Companies and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with the Acquired Companies. Without limiting the foregoing, from the date hereof until the Closing Date, the Members shall cause each Acquired Company to:

(a) preserve and maintain all its Permits;

(b) pay its debts, Taxes and other obligations when due;

(c) maintain the Assets owned, operated or used by such Acquired Company in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

(d) continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;

(e) defend and protect its Assets from infringement or usurpation;

(f) perform all its obligations under all Contracts relating to or affecting its Assets or Business;

(g) maintain the Books and Records in accordance with past practice;

(h) not make any loans, advances or capital contributions to any Person;

(i) not (A) make, change or revoke, or permit such Acquired Company to make, change or revoke, any Tax election, or file or cause to be filed an amended Tax Return unless required by Law or (B) make, or permit such Acquired Company to make, any change in any Tax or accounting methods or policies or systems of internal accounting controls, except to conform to changes in Laws related to Taxes or accounting requirements;

(j) not (A) terminate (otherwise than for cause) the employment or services of any director, officer or manager or (B) grant any severance or termination pay to any director, officer or manager or any other employee;

(k) comply in all material respects with all applicable Laws; and

(l) not take or permit any action that would cause any of the changes, events or conditions described in Section 4.8 to occur.

6.2 Access to Information.

From the date hereof until the Closing, the Members shall, and shall cause each Acquired Company to: (a) afford Buyer full and free access to and the right to inspect all of the Assets, premises, Books and Records, Contracts and other documents and data related to the acquired Companies; (b) furnish Buyer with such financial, operating and other data and information related to the Acquired Companies as Buyer may reasonably request; and (c) cooperate with Buyer in its investigation of the Acquired Companies. Any investigation under this Section 6.2 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business or the Acquired Companies. No investigation by Buyer of other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by either the Members or Green in this Agreement.

6.3 No Solicitation of Other Bids

(a) The Members shall not, and shall not authorize or permit any of their Affiliates (including the Acquired Companies) or any of its or their representatives to, directly or indirectly: (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. The Members shall immediately cease and cause to be terminated, and shall cause their Affiliates (including the Acquired Companies) and all its and their representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Person conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "**Acquisition Proposal**" shall mean any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) concerning: (i) a merger, amalgamation, arrangement, liquidation, recapitalization, share exchange or other business combination transaction involving any Acquired Company; (ii) the issuance or acquisition of shares in the capital, or other equity securities, of any Acquired

Company; or (iii) the sale, lease, exchange or other disposition of substantially all or any significant portion of any Acquired Company's Assets.

(b) In addition to the other obligations under this Section 6.3, the Members shall promptly (and in any event within three Business Days after receipt thereof by the Members or their representatives) advise Buyer orally and in writing of any: (i) Acquisition Proposal, any request for information with respect to any Acquisition Proposal or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal; (ii) the material terms and conditions of such request, Acquisition Proposal or inquiry; and (iii) the identity of the Person making the same.

(c) The Members agree that the rights and remedies for non-compliance with this Section 6.3 shall include having such provision specifically enforced by any court of competent equitable jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Buyer and that monetary damages would not provide an adequate remedy for Buyer.

6.4 Notice of Certain Events

(a) From the date hereof until the Closing, the Members shall promptly notify Buyer in writing of any:

(i) fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by the Members hereunder not being true and correct, or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 7.2 to be satisfied;

(ii) notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) actions or proceedings commenced or, to the Members' Knowledge, threatened against, relating to or involving or otherwise affecting either of the Members or any Acquired Company that, if pending on the date of this Agreement, would have been required to have been disclosed under Section 4.5(a) or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Buyer's receipt of information under this Section 6.4 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the

Members or Green in this Agreement and shall not be deemed to amend or supplement the Disclosure Schedules.

6.5 Confidentiality.

From and after the Closing, the Members shall, and shall cause their Affiliates to, hold, and shall use their reasonable best efforts to cause their or their respective representatives to hold, in confidence any and all information, whether written or oral, concerning the Acquired Companies, except to the extent that the Members can show that such information: (a) is generally available to, and known by, the public through no fault of the Members, any of their Affiliates or any of their respective representatives; or (b) is lawfully acquired by the Members, any of their Affiliates or any of their respective representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If the Members, any of their Affiliates or any of their respective representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, the Members shall promptly notify Buyer in writing and shall disclose only that portion of such information that Members are advised by their counsel(s) in writing is legally required to be disclosed; provided that Members shall use their reasonably best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

6.6 Retention and Access of Books and Records

(a) To facilitate the resolution of any claims made against or incurred by the Members before the Closing, or for any other reasonable purpose, for a period of six years after the Closing, Buyer shall:

(i) retain the Books and Records (including personnel files) of the Acquired Companies relating to periods before the Closing in a manner reasonably consistent with the prior practices of the Acquired Companies; and

(ii) upon reasonable notice, afford the Members reasonable access (including the right to make, at the Members' expense, photocopies), during normal business hours, to the Books and Records.

(b) To facilitate the resolution of any claims made by or against or incurred by an Acquired Company after the Closing, or for any other reasonable purpose, for a period of six years after the Closing, the Members shall:

(i) retain the Books and Records (including personnel files) of the Members which relate to the Acquired Companies and their operations for periods before the Closing; and

(ii) upon reasonable notice, afford Buyer or the Acquired Companies reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to the Books and Records.

(c) Neither Buyer nor the Members shall be obligated to provide the other party with access to any Books or Records (including personnel files) under this Section 6.6 where such access would violate any Law.

6.7 Closing Conditions.

During the Interim Period, each party hereto shall, and each of the Members shall cause the Acquired Companies to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article 7.

6.8 Business Acquisition Report.

The Members agree to assist Buyer after the Closing Date with the preparation and filing of a Business Acquisition Report, if deemed necessary to comply with any applicable Law or CSE requirements.

6.9 Resignations.

The Members shall deliver to Buyer written resignations, effective as of the Closing Date, of the officers and directors of each of the Acquired Companies requested by Buyer at least 5 Business Days before the Closing.

6.10 North Las Vegas.

The Assets will not include the North Las Vegas cultivation and production licenses, however, should Green sell it to a party with retail cannabis operations after the date hereof, Green will advise Buyer and use its reasonable commercial efforts to secure shelf space for Green product.

6.11 Missouri Wellness LLC.

The Parties acknowledge and agree that: (a) Principal owns Units of Missouri Wellness LLC, which represent 25% of the issued and outstanding Units of such entity ("**Principal's Missouri Interest**"); and (b) Missouri Wellness LLC has applied for a license(s) relative to the cultivation and/or distribution of marijuana in the State of Missouri. Upon Missouri Wellness LLC's receipt of such license(s), Principal and Buyer shall, if the applicable Governmental Authorities so permit, negotiate in good faith an arms' length sale of Principal's Missouri Interest to Buyer or its designee via a membership interest transfer agreement, which shall include nominal consideration in the amount of $10.00 and representations and warranties consistent with transactions of this nature, including, without limitation, those related to ownership of Principal's Missouri Interest, no conflicts or unattained required consents and the ability to transfer same. Principal and the Members will cooperate in good faith and take all actions necessary to support such application process and such transfer in order to promptly obtain applicable license(s), consents and approvals in a form reasonably satisfactory to Buyer, including, without limitation, by obtaining the consent of the members and managers of Missouri Wellness LLC. Such obligations to seek such license(s) and sale will be an ongoing covenant until successful completion thereof. If the Governmental Authorities find that, for any reason, Principal's Missouri Interest cannot be transferred as contemplated herein, the Parties agree to undertake any and all reasonably necessary actions to accommodate the requests of the Governmental Authorities such that the Principal's Missouri

Interest can be transferred as contemplated herein including, but not limited to, removing certain employees, officers or agents from the Company or reasonably modifying this Agreement or any Related Agreements.

Without limiting the foregoing, Principal shall not, directly or indirectly, except with the prior written consent of Buyer, enter into any transaction with any party similar to, in competition with, or which otherwise could have the effect of preventing the Buyer from receiving the full benefit of the transactions contemplated by this Section; solicit any party to enter into any such transaction; or induce, solicit, procure, or otherwise encourage Principal's related persons or entities or any third party, or respond to any solicitation, to enter into any such transaction.

6.12 Cormac Investments, LLC

The Parties acknowledge and agree that Principal owns 100% of the equity interests of Cormac Investments, LLC ("**Principal's Oklahoma Interest**"). Principal and Buyer shall, if the applicable Governmental Authorities so permit, negotiate in good faith an arms' length sale of Principal's Oklahoma Interest to Buyer or its designee via a membership interest transfer agreement, which shall include nominal consideration in the amount of $5,000.00 and representations and warranties consistent with transactions of this nature, including, without limitation, those related to ownership of Principal's Oklahoma Interest, no conflicts or unattained required consents and the ability to transfer same. Principal and the Members will cooperate in good faith and take all actions necessary to support such transfer in order to promptly obtain applicable consents and approvals in a form reasonably satisfactory to Buyer. Such obligations to seek such sale will be an ongoing covenant until successful completion thereof. If the Governmental Authorities find that, for any reason, Principal's Oklahoma Interest cannot be transferred as contemplated herein, the Parties agree to undertake any and all reasonably necessary actions to accommodate the requests of the Governmental Authorities such that the Principal's Oklahoma Interest can be transferred as contemplated herein including, but not limited to, removing certain employees, officers or agents from the Company or reasonably modifying this Agreement or any Related Agreements.

Without limiting the foregoing, Principal shall not, directly or indirectly, except with the prior written consent of Buyer, enter into any transaction with any party similar to, in competition with, or which otherwise could have the effect of preventing the Buyer from receiving the full benefit of the transactions contemplated by this Section; solicit any party to enter into any such transaction; or induce, solicit, procure, or otherwise encourage Principal's related persons or entities or any third party, or respond to any solicitation, to enter into any such transaction.

ARTICLE 7
CONDITIONS TO CLOSING

7.1 Conditions to Obligations of All Parties.

The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any order, writ, judgment, injunction, decree, stipulation, determination or award which is in effect and has the effect of making the transactions contemplated

by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof; and

(b) Buyer shall have received the consents and approvals set forth in Section 5.5.

7.2 Conditions to Obligations of Buyer.

The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) All representations and warranties of the Members and Green set out in this Agreement, the Related Agreements and any certificate or other writing delivered pursuant hereto or thereto shall be true and accurate in all material respects as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date, except those representations and warranties qualified by a materiality qualification which shall be true and correct in all respects as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) The Members shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Related Agreements to be performed or complied with by it prior to or on the Closing Date.

(c) The Related Agreements (other than this Agreement) to which the Members or their respective Affiliates are a party shall have been executed and delivered by such parties and true and complete copies thereof shall have been delivered to Buyer.

(d) The Missouri and Oklahoma Closing Documents shall have been executed and delivered by Missouri Wellness LLC and Cormac Investments, LLC, as applicable, and true and complete copies thereof shall have been delivered to Buyer.

(e) No Claim shall have been commenced against Buyer or the Members, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(f) All approvals, consents and waivers that are listed in Section 4.26 of the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

(g) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(h) The Buyer shall have received a certificate, dated the Closing Date and signed by the Members' Representative, that each of the conditions set forth in Sections 7.2(a) and 7.2(b) have been satisfied.

(i) Buyer shall have received resignations of the directors and officers of the Acquired Companies pursuant to Section 6.9, if applicable.

(j) The Members shall have delivered to Buyer a certificate of status (or its equivalent) for each of the Acquired Companies.

(k) The Members shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

7.3 Conditions to Obligations of the Members.

The obligations of the Members to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Members' waiver, at or prior to the Closing, of each of the following conditions:

(a) All representations and warranties of Buyer set out in this Agreement, the Related Agreements and any certificate or other writing delivered pursuant hereto or thereto shall be true and accurate in all material respects as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date, except those representations and warranties qualified by a materiality qualification which shall be true and correct in all respects as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Related Agreements to be performed or complied with by it prior to or on the Closing Date.

(c) The Members shall have received a certificate, dated the Closing Date and signed by a representative of Buyer, that each of the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied.

(d) The Related Agreements (other than this Agreement) to which Buyer or its Affiliates are a party shall have been executed and delivered by such parties and true and complete copies thereof shall have been delivered to the Members.

(e) The Missouri and Oklahoma Closing Documents shall have been executed and delivered by Buyer or its designee and true and complete copies thereof shall have been delivered to the Members.

(f) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

ARTICLE 8
CLOSING

8.1 Closing.

Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated herein (the "**Closing**") will occur on the date upon which the terms and conditions of this Agreement are either satisfied or waived by Buyer or the Members, as applicable, or at such other time or on such other date as Buyer and the Members may mutually agree upon in writing (the "**Closing Date**"), remotely via exchange of electronic communications and documents or such other time and place as the parties may mutually agree upon. The Closing shall be deemed effective as of 11:59 p.m. PDT on the Closing Date.

ARTICLE 9
ACTIONS AFTER CLOSING

The Parties agree as follows with respect to periods arising after the Closing Date and agree that the obligations set forth in this Article 9 survive the Closing.

9.1 Further Assurances.

The Parties will execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this Agreement. Without limiting the generality of the foregoing, in case at any time after the Closing Date any further action is reasonably necessary or desirable to carry out the purposes of this Agreement, the Members and Buyer, and the proper officers and directors thereof, will execute such further documents (including assignments, acknowledgements, consents and other instruments of transfer) and will take such further action as may be reasonably necessary or desirable to effect such transfer and to otherwise carry out the purposes of this Agreement, in each case to the extent not inconsistent with applicable Laws.

9.2 Tax Covenants.

(a) Without the prior written consent of a majority of the Members, Buyer shall not (and Buyer shall ensure that the Acquired Companies shall not) make, change, or rescind any Tax election regarding the Acquired Companies with respect to any Pre-Closing Tax Period or Straddle Year Tax Period. Without the prior written consent of a majority of the Members, with respect to any Pre-Closing Tax Period and any Straddle Year Tax Period, Buyer shall not (and Buyer shall ensure that the Acquired Companies shall not) amend, change, or modify any Tax Return of any Acquired Company, or file a claim for refund with respect to any Tax Returns of any Acquired Company.

(b) Buyer shall timely prepare, or cause to be timely prepared by each Acquired Company, all Tax Returns required to be filed by each Acquired Company after the Closing Date with respect to any Pre-Closing Tax Period and any Straddle Year Tax Period. Any such Tax Returns shall be prepared in a manner consistent with past practice (unless otherwise required by Law) and without a change of any

election or any accounting method and shall be submitted to all of the Members (together with schedules, statements and, to the extent requested, supporting documentation) at least 45 days prior to the due date (including extensions) of such Tax Return.

(c) Buyer agrees to provide or agrees to cause each Acquired Company to provide prompt written notice to all of the Members of any notice or information with all written documentation of any pending or threatened Tax audit, assessment, requests for information, dispute, contest, or other proceeding involving an Acquired Company with respect to any Pre-Closing Tax Period or Straddle Year Tax Period. Buyer and each Acquired Company shall afford any of the Members the opportunity to fully participate with the Acquired Company, at its own cost, in all administrative appeals, proceedings, hearings, audits, contests, conferences, litigation, or any other procedure (a "**Tax Contest**") with any taxing authority involving an Acquired Company with respect to any Pre-Closing Tax Period or Straddle Year Tax Period; and provided further that neither any Acquired Company nor Buyer shall settle or otherwise compromise any Tax Contest without the prior written consent of a majority of the Members. Whether or not any of the Members participates in the Tax Contest, Buyer shall, and shall cause each Acquired Company to, promptly provide to all of the Members with any notices, documents, correspondence, and other items related to the Tax Contest, and shall promptly provide to all of the Members anything reasonably requested by any of the Members as it relates to a Tax Contest with respect to any Pre-Closing Tax Period or Straddle Year Tax Period.

(d) The Members agree to be responsible for any Taxes imposed on any Acquired Company for any Pre-Closing Tax Periods and for the Members' portion of any Straddle Year Tax Period as determined in Section 9.2. The Members shall be responsible for any transfer, stamp, documentary, sales, use, registration, recording, and other similar type of transfer Taxes (which includes any intangible, real, or personal property transfer Taxes) as well as conveyance fees, recording charges, and other fees and charges (including penalties, additions, and interest) incurred on Buyer as a result of the Members transferring their Company Membership Interests to Buyer as described in this Agreement, and the Members shall, on an after-tax basis, indemnify, defend, and hold harmless Buyer for such items described in this Section 9.2(d).

(e) Except to the extent taken into account under Section 3.3, Buyer shall promptly pay to the Members all of the refunds received by or credited to an Acquired Company or Buyer, or any of their affiliates, with respect to Taxes paid by an Acquired Company or paid on behalf of an Acquired Company that relate to any Pre-Closing Tax Period or Straddle Year Tax Period. Buyer shall pay to the Members the amount determined in this Section 9.2(e) within 15 days of receipt of such refund or the crediting of such refund as described herein.

(f) **Straddle Year Tax Period Allocations**. Whenever it is necessary for purposes of this Section 9.2 to determine the allocation of any Taxes imposed on or incurred by

an Acquired Company for a Straddle Year Tax Period, the determination shall be made, in the case of property or ad valorem taxes or franchise taxes (which are measured by, or based solely upon capital, debt or a combination of capital and debt), on a per diem basis and, in the case of other Taxes, by assuming that the portion of the Straddle Year Tax Period ending on the Closing Date constitutes a separate taxable period of an Acquired Company and by taking into account the actual taxable events occurring during such period (except that exemptions, allowances and deductions for a Straddle Year Tax Period that are calculated on an annual or periodic basis, such as the deduction for depreciation, shall be apportioned rateably on a per diem basis). Notwithstanding anything to the contrary contained herein, any franchise Tax paid or payable with respect to an Acquired Company shall be allocated to the taxable period during which the income, operations, assets or capital comprising the base of such Tax is measured, regardless of whether the right to do business for another taxable period is obtained by the payment of such franchise Tax.

(g) **Section 754 Election**. The Members agree to cooperate with the filing of an election under Code section 754 with respect to the sale of the Company Membership Interest. The allocations shall be made consistent with the purchase price allocation set forth in Section 3.2 hereof.

ARTICLE 10
TERMINATION

10.1 Termination of Agreement.

The Parties may terminate this Agreement and the purchase and the transactions contemplated herein may be abandoned at any time prior to the Closing Date as provided below:

(a) Buyer may terminate this Agreement by giving written notice to the Members (1) in the event the Members or Green have breached any representation, warranty, covenant or agreement contained in this Agreement, Buyer has notified the Members of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach; (2) if the condition of the Parties' obligations to consummate the transaction contemplated by Section 7.1 cannot be fulfilled; or (3) if any of the conditions to Buyer's obligations to consummate the transactions contemplated by Section 7.2 shall have become impossible to satisfy through no fault of Buyer.

(b) The Members may terminate this Agreement by the Members' Representative giving written notice to Buyer at any time prior to the Closing (1) in the event Buyer has breached any representation, warranty, covenant or agreement contained in this Agreement in any material respect, the Members have notified Buyer of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach; (2) if the condition of the Parties obligations to consummate the transaction contemplated by Section 7.1 cannot be fulfilled; or (3) if any of the conditions to the Members' obligations to consummate the transactions

contemplated by Section 7.3 shall have become impossible to satisfy through no fault of the Members.

10.2 Effect of Termination.

(a) If either Party terminates this Agreement pursuant to Section 10.1 above, this Agreement shall thereafter become void and there shall be no Liability on the part of either Party to any other Party, or their respective directors, officers or agents, except that if the Closing does not occur as a result of any Party's breach of any representation, warranty, covenant, or obligation hereunder, the termination of this Agreement pursuant to Section 10.1(a) or Section 10.1(b) shall not relieve the breaching Party of any Liability to any other Party for such breach, and the non-breaching Party shall be entitled to all remedies against the breaching Party for such breach, whether at law or in equity, even if the non-breaching Party pursuing any such remedy is the Party that terminated this Agreement.

ARTICLE 11
INDEMNIFICATION

11.1 Survival of Representations and Warranties.

The representations and warranties of the Parties contained in Article 4 and Article 5 of this Agreement, respectively, or in any certificate, statement or other instruments delivered at the Closing pursuant to this Agreement, shall survive until 18 months after Closing; provided, however, that the representations and warranties of the Members and Green contained in Sections 4.1, 4.2, and 4.3 shall survive indefinitely, and the representations and warranties of Sections 4.17, 4.19, 4.24, and 4.27 shall survive until the running of the applicable statute of limitations (giving effect to any waiver or extension thereof) plus 60 days. All covenants and agreements of the parties set out herein shall survive the Closing indefinitely or for the period explicitly specified therein. 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 before 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 or the expiry of the limitation period under applicable Law, whichever is sooner.

11.2 The Members Indemnification.

(a) Upon the Closing, each of the Members, jointly and severally, shall indemnify, defend, and hold harmless Buyer (including the Acquired Companies) and their respective officers, directors, managers, members, affiliates, employees, agents and representatives (each, a "**Buyer Indemnified Party**" and collectively, the "**Buyer Indemnified Parties**") from and against, and shall reimburse any Buyer Indemnified Party for, all claims (including, without limitation, third party claims), losses, liabilities, damages, deficiencies, costs, interest, awards, amounts paid in settlement, judgments, penalties, and expenses, including reasonable attorneys' and consultants' fees and expenses, including any such expenses incurred in connection

with investigating, defending against or settling any of the foregoing, but excluding any diminution in value, lost profits, or incidental, punitive, and consequential damages (hereinafter individually a "**Loss**" and collectively "**Losses**"), incurred or sustained by Buyer Indemnified Parties, or any of them, directly or indirectly, arising out of, related to, or resulting from or based upon (i) any breach or inaccuracy of any representation or warranty of the Members or Green contained in this Agreement, any Related Agreement, or in any signed certificate, statement or other signed instrument of any Member delivered pursuant to this Agreement; (ii) any failure by any of the Members to perform or comply with any material covenant contained in this Agreement, any Related Agreement, or in any signed certificate, statement or other signed instrument of any Member delivered pursuant to this Agreement; (iii) any Taxes incurred by an Acquired Company with respect to any period (or portion thereof) ending on or before the Closing Date or otherwise attributable to the conduct of an Acquired Company's business on or prior to the Closing Date; (iv) any claim for Transaction Expenses in connection with the origin, negotiation or execution of this Agreement or the other Related Agreements or the consummation of the transactions contemplated hereby or thereby based upon any alleged agreement, arrangement or understanding between the claimant and the Members; (v) any claim by a Person who was a director, manager or member of an Acquired Company prior to the Closing arising out of or related to actions taken or not taken by an Acquired Company prior to the Closing; (vi) any claims by any employees or Independent Contractors of an Acquired Company (including claims for severance, bonus, or any other payment) based on facts, events, transactions, occurrences or actions or inactions of any Member arising on or prior to the Closing Date; and/or (vii) any claims by any Person based on facts, events, transactions, occurrences or actions or inactions of any Member arising on or prior to the Closing Date.

11.3 Buyer Indemnification.

Upon the Closing, Buyers shall indemnify, defend, and hold harmless each of the Members and their assigns (each, a "**Member Indemnified Party**" and collectively, the "**Members Indemnified Parties**") from and against, and shall reimburse any Member Indemnified Party for, all Losses incurred or sustained by the Members Indemnified Parties, or any of them, directly or indirectly, arising out of, related to, or resulting from or based upon (a) any breach or inaccuracy of any representation or warranty of Buyer contained in this Agreement, any Related Agreement, or in any certificate or other instrument delivered by Buyers pursuant to this Agreement or (b) any failure by Buyers to perform or comply with any covenant contained in this Agreement, any Related Agreement, or in any certificate or other instrument delivered by Buyers pursuant to this Agreement.

11.4 Certain Limitations.

The indemnification provided for in Section 11.2 and Section 11.3 shall be subject to the following limitations:

(a) **Basket**.

(i) The Members shall not be liable to Buyer Indemnified Parties for indemnification under Section 11.2 until the aggregate amount of all Losses in respect of indemnification under Section 11.2 exceeds $25,000 (the "**Basket**"), in which event the Members shall be required to pay or be liable for Losses including the Basket.

(ii) Buyer shall not be liable to the Members Indemnified Parties under Section 11.3 until the aggregate amount of all Losses in respect of indemnification under Section 11.3 exceeds the Basket, in which event Buyer shall be required to pay or be liable for Losses including the Basket.

(b) **Cap**. Notwithstanding anything to the contrary set forth in Section 11.2:

(i) Subject to Section 11.4(b)(ii) and Section 11.4(b)(iii), the aggregate amount of all Losses for which the Members shall be liable pursuant to Section 11.2 shall not exceed the Purchase Price (the "**Cap**");

(ii) The limitations set forth in Section 11.4(b)(i) shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any representation or warranty in Sections 4.1, 4.2, 4.3, 4.17, 4.19, and/or 4.24; and

(iii) The limitations set forth in this Section 11.4 shall not apply to or have any effect upon any claim for indemnification with respect to Losses suffered, sustained or incurred by a Buyer Indemnified Party in connection with or arising or resulting from fraud or willful misconduct of the Members.

11.5 Net of Insurance Recoveries.

With respect to the amount of any Losses subject to indemnification under Article 11, the determination of such Losses shall be calculated net of any actual recoveries obtained by a Buyer Indemnified Party or Member Indemnified Party (the "**Indemnified Party**") or any of its Affiliates under any applicable insurance policies, minus: (1) all costs and expenses reasonably incurred by the Indemnified Party and its Affiliates in connection with obtaining such insurance recoveries; and (2) the net present value of any increase in the premiums of the applicable insurance policies relating to the applicable claims having been made against such insurance policies; provided, however, that, notwithstanding the foregoing, nothing herein shall be deemed to: (i) require any Indemnified Party to: (A) use its efforts to effect recovery of any available insurance claims in connection with any indemnification claim hereunder; (B) purchase any insurance with respect to any of the matters subject to indemnification hereunder; or (C) delay or forego making any indemnification claim hereunder pending the results of any insurance claim; or (ii) entitle any Party against whom indemnity is sought (the "**Indemnifying Party**") to delay making any payment or taking other action under this Article 11 pending the results of any insurance claim, and decisions regarding the purchase of, and claims under, insurance shall be at each Party's sole discretion.

11.6 Method of Satisfaction of Indemnification Claims.

Any Losses payable by any of the Members pursuant to Section 11.2 shall be satisfied:

(a) first, by offsetting such Losses against the Indemnity Holdback (it being understood that Buyer shall deliver to the Members the balance of the Indemnity Holdback that is not subject to an indemnity claim at such time on or before the date that is 12 months after the Closing Date; it being further understood that Buyer shall deduct from and retain $50,000 from the Indemnity Holdback prior to delivering to the Members the balance thereof in the event that the Principal's Missouri Interest has not been transferred to Buyer or its designee consistent with Section 6.11 at or prior to such time). The Indemnity Holdback may be paid in either cash, the issuance of Buyer Units, or both, at the election of Buyer, with any Buyer Units so issued at a deemed price per Buyer Share equal to the greater of (i) the VWAP of common shares of the Buyer on the CSE for the 10 trading days immediately prior to the payment date of such Indemnity Holdback; and (ii) $0.14625;

(b) second, by wire transfer of immediately available funds as soon as reasonably practicable (and in any event within 15 Business Days) after the final, non-appealable determination that such Buyer Indemnified Party is entitled to such amount.

11.7 Indemnification Procedures.

(a) **Third Party Claims.** In order for an Indemnified Party to be entitled to any indemnification provided for under this Agreement as a result of Losses or claims or demands made by any Person against the Indemnified Party (a "**Third Party Claim**"), such Indemnified Party shall deliver notice thereof to the Indemnifying Party promptly after receipt by such Indemnified Party of written notice of the Third Party Claim, describing in reasonable detail the facts giving rise to any claim for indemnification hereunder, the amount or method of computation of the amount of such claim (if known) and such other information with respect thereto as the Indemnifying Party may reasonably request. The failure to provide such notice, however, shall not release the Indemnifying Party from any of its obligations under this Article 11 except to the extent that the Indemnifying Party is materially prejudiced by such failure.

(b) The Indemnifying Party shall have the right, upon written notice to the Indemnified Party within 30 days of receipt of notice from the Indemnified Party of the commencement of such Third Party Claim, to assume the defense thereof at the expense of the Indemnifying Party with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided, that, if the Indemnifying Party is a Member, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that seeks an injunction or other equitable relief against the Indemnified Party. If the Indemnifying Party assumes the defense of such Third Party Claim, the Indemnified Party shall have the right to employ separate counsel and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party; provided, that if in the reasonable opinion of counsel for the Indemnified Party, there is a conflict of interest between the Indemnified Party and the Indemnifying Party, the Indemnifying Party shall be

responsible for the reasonable fees and expenses of one counsel to such Indemnified Party in connection with such defense. If the Indemnifying Party assumes the defense of any Third Party Claim, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. So long as the Indemnifying Party has assumed the defense of such Third Party Claim, (i) no Indemnifying Party shall consent to the entry of any judgment or enter into any settlement without the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld), unless such judgment or settlement includes as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a release from all liability in respect of the Third Party Claim and (ii) no Indemnified Party shall consent to the entry of any judgment or enter into any settlement without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld).

(c) If the Indemnifying Party elects not to defend a Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may pay, compromise and defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim.

(d) **Direct Claims**. Any claim by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (each, a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim, and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to Green's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue

such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

11.8 Adjustment to Purchase Price.

Any indemnity payment under this Article 11 shall be treated as an adjustment to the Purchase Price for all purposes (including, without limitation, Tax and financial accounting purposes) unless otherwise required by Law.

11.9 Exclusive Remedies.

The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in Article 11. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Parties and their Affiliates and each of their respective representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in Article 11. Nothing in this Section 11.9 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's fraudulent, criminal or intentional misconduct.

ARTICLE 12
GENERAL PROVISIONS

12.1 Amendment and Modification.

No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the Party against whom enforcement is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

12.2 Approvals and Consents.

If any provision hereof requires the approval or consent of any Party to any act or omission, such approval or consent is not to be unreasonably withheld, delayed or conditioned except as set forth herein.

12.3 Assignments.

No Party may directly or indirectly assign or transfer any of its rights or obligations under this Agreement (whether voluntarily or involuntarily or by operation of Law (including a merger or

consolidation), judicial decree or otherwise) to any other Person without the prior written consent of the other Party.

12.4 Business Day.

If any day on which any payment is required to be made hereunder, or on which any notice must be sent, or on which any time period described herein commences or ends is not a Business Day, then such day will be deemed for all purposes of this Agreement to fall on the next succeeding day that is a Business Day.

12.5 Captions.

Captions contained in this Agreement and the table of contents preceding this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

12.6 Counterpart Facsimile Execution.

This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine, telecopier, or electronically scanned and transmitted in a .pdf file format is to be treated as an original document. The signature of any Party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any Party, any facsimile or electronically scanned document is to be re-executed in original form by the Parties who executed the facsimile, telecopy or electronically scanned document. No Party may raise the use of a facsimile machine, telecopier or electronic transmission permitted in this Section 12.6 or the fact that any signature was transmitted through the use of a facsimile, telecopier machine or electronically in a .pdf file format as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section 12.6.

12.7 Entire Agreement.

This Agreement and the other Related Agreements constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Related Agreements, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

12.8 Exhibits and Schedules.

All of the Exhibits and Schedules attached to this Agreement are deemed incorporated herein by reference.

12.9 Expenses of the Parties.

Except as otherwise provided herein or agreed to in writing by the Parties, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the Party incurring such costs and expenses.

12.10 Failure or Delay.

No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any Party in any case entitles such Party to any other or further notice or demand in similar or other circumstances.

12.11 Governing Law; Enforceability.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Nevada.

Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the applicability, enforceability or scope of this agreement to arbitrate, will be determined by arbitration in Las Vegas, Nevada before one arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (as it exists on the effective date of this Agreement). Judgment on the award may confirmed, entered and docketed in any court having jurisdiction. If the Parties cannot agree on a single arbitrator, one will be appointed by JAMS. The arbitrator will be a retired judge from a federal court in the State of Nevada or a lawyer admitted to practice in the State of Nevada with at least 25 years' active legal practice based in the State of Nevada. All objections are reserved for the arbitration hearing, except for objections based on privilege and proprietary or confidential information. The arbitrator will be instructed by the Parties to ignore the application of the Federal Cannabis Laws to each and every Party and to the dispute, claim or controversy. The arbitrator may not modify the terms of this Agreement. A transcription of the hearing will be made and the arbitrator will provide a reasoned decision in writing. The Parties will keep confidential all matters relating to the arbitration, the arbitration award and any challenge or appeal, except as may be necessary (i) to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application for a preliminary remedy, (iii) in connection with a judicial challenge to an arbitration award or its enforcement, (iv) in connection with an appeal of the arbitration award, as permitted under this Agreement, or its confirmation, entering, docketing or enforcement, (v) to comply with applicable Law or judicial decision, or (vi) to comply with any applicable stock exchange rules, including the NEO Exchange. Except as provided in this Agreement, the Parties must commence and pursue arbitration to resolve all disputes arising under or relating to this Agreement prior to commencement of any legal action.

This Agreement evidences a transaction involving interstate commerce. Notwithstanding the choice of substantive law under this Agreement, the Federal Arbitration Act will apply to the arbitration of all disputes, including the breach of this Agreement and any alleged pre-contractual

representations or conduct, violations of the Racketeering Influenced or Corrupt Organizations Act (RICO), applicable federal or state securities Law, unfair trade practice Law, or similar Law.

If it is determined that the requirement to arbitrate is unenforceable, and after any and all final appeals the decision is upheld, the Parties agree to litigate in any state court in Clark County, Nevada, and these courts will have exclusive jurisdiction to entertain any proceeding in respect of this Agreement, and the Parties will submit to the jurisdiction of such courts in all matters relating to or arising out of this Agreement. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (ii) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY.

12.12 Legal Fees.

In the event any Party brings suit or institutes arbitration proceedings to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit or arbitration proceeding brought by another Party, the prevailing Party in such suit or arbitration proceeding is entitled to recover its attorneys' fees and expenses.

12.13 Notices Between the Parties.

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); (c) on the date sent by email 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; or (d) on the 5th day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. 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 12.13):

If to the Members: 5975 Procyon Street
Las Vegas, NV 89118
Email: [redacted]
Attention: [redacted]

with a copy to: Marquis, Aurbach, Coffing
10001 Park Run Drive
Las Vegas, NV 89145
Email: [redacted]
Attention: [redacted]

If to Buyer: 376 Warm Springs Road
Suite 190
Las Vegas, Nevada
89119
Email: [redacted]
Attention: [redacted]

with a copy to: Fogler, Rubinoff LLP
Suite 3000, 77 King Street West
Toronto, Ontario, Canada
M5K 1G8
Email: [redacted]
Attention: [redacted]

12.14 Publicity Regarding

Any publicity release, advertisement, filing, public statement or announcement made by or at the request of any Party regarding this Agreement or any of the transactions contemplated hereby is to be first reviewed by and must be reasonably satisfactory to the other Party. Notwithstanding the preceding sentence, if a Party is required by applicable Law to make any publicity release, filing (other than for tax purposes), public statement or announcement, the issuing Party may make the same without the approval of the other Party but the issuing Party must use Commercially Reasonable Efforts to consult with the other Party before making any such release, filing, statement or announcement.

12.15 Remedies Cumulative.

Except as set forth in Section 11.9, each and every right granted hereunder and the remedies provided for under this Agreement are cumulative and are not exclusive of any remedies or rights that may be available to any Party at law, in equity or otherwise.

12.16 Severability.

Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable. Upon a determination that any provision of this Agreement is prohibited, unenforceable or not authorized, the Parties agree to negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible, in a mutually acceptable manner, in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

12.17 Successors and Assigns; No Third Party Beneficiaries.

All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the Parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns. Except as specifically set forth herein, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and no other Person has any right, benefit, priority or interest under or because of the existence of this Agreement.

12.18 Time.

Time is hereby declared of the essence with respect to each term, condition, covenant, and agreement contained herein.

12.19 Members' Consent and Release

By execution below, each Member hereby consents to this Agreement and waives anything to the contrary contained in any of the Acquired Company's organizational or governing documents, including any restrictions on transfer contained therein.

In consideration of the Purchase Price paid to Members on the Closing Date and effective on the Closing Date, each Member releases and forever discharges each Acquired Company, GTIP, Buyer, Australis and each of their respective individual, joint or mutual, past, present and future directors, officers, representatives, Affiliates, stockholders, controlling persons, subsidiaries, successors and assigns (individually, a "**Releasee**" and collectively, "**Releasees**") from any and all claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, that such Member now has, has ever had or may hereafter have against the Releasees arising prior to the Closing or on account of or arising out of any matter, cause or event occurring prior to the Closing; provided, however, that nothing contained in this Section 12.19 will operate to release any obligations of or claims against each Acquired Company, GTIP, Buyer or Australis arising under this Agreement or the transactions contemplated herein.

12.20 Members' Representative

From and after the date hereof, Members' Representative will act as the representative of Members, and will be authorized to act on behalf of Members and to take any and all actions required or permitted to be taken by Members under this Agreement and any other transaction document in connection with the Agreement, including, without limitation, any actions with respect to (i) any claims for indemnification or (ii) any amendments to this Agreement; and (iii) any other actions to be taken by Members' Representative pursuant to the terms of this Agreement or any other transaction document in connection with the Agreement. The execution of this Agreement by Members will constitute approval of the appointment of Members' Representative and all actions of Members' Representative pursuant to this Agreement and any other transaction document in connection with the Agreement. In all matters Members' obligations are joint and several, Members' Representative will be the only Party entitled to assert the rights of Members.

Members will be bound by all actions or inactions taken by Members' Representative in his, her or its capacity thereof. Members' Representative will, at all times, act in his, her or its capacity as Members' Representative in a manner that Members' Representative reasonably believes to be in the best interest of Members. Neither Members' Representative nor any of its directors, managers, officers, agents or employees, if any, will be liable to any Member for any error of judgment, or any action taken, suffered or omitted to be taken under this Agreement or any other transaction document in connection with this Agreement, except in the case of its bad faith, fraud, or willful misconduct. Members' Representative may consult with legal counsel, independent public accountants and other experts selected by it, the reasonable fees and expenses of which advisors will be paid by Members.

Each Member hereby agrees to the following:

(i) In all matters in which action by a Member and/or Members' Representative is required or permitted, Members' Representative is authorized to act on behalf of such Member, notwithstanding any dispute or disagreement among Members or between any Member and Members' Representative, and Buyer, Australis and their Affiliates and representatives will be entitled to rely on any and all action taken by Members' Representative under this Agreement or any other transaction document in connection with this Agreement, without any liability to, or obligation to inquire of, any Member, notwithstanding any knowledge on the part of Member, Australis or their Affiliates or representatives of any such dispute or disagreement.

(ii) Delivery of all documents, agreements, disclosure schedules and other information required to be delivered to Members under this Agreement may be made to Members' Representative on behalf of Members and upon delivery to Members' Representative will be deemed delivered to all Members for purposes of this Agreement.

(iii) Notice to Members' Representative, delivered in the manner provided in above, will be deemed to be notice to all Members for purposes of this Agreement.

(iv) The power and authority of Members' Representative, as described in this Agreement, will continue in force until all rights and obligations of Members under this Agreement or any other transaction document in connection with the Agreement have terminated, expired or been fully performed.

(v) A majority-in-interest of Members (based on their Pro Rata Shares) will have the right, exercisable from time to time upon written notice delivered to Members' Representative, Buyer and Australis, to appoint a Person (or, in the case of a Member that is a corporation, partnership, limited liability company or trust, an officer, manager, employee or partner of such Member) to fill a vacancy caused by the death, or resignation of Members' Representative.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties agree to the foregoing terms of agreement through the execution below by their respective, duly authorized representatives as of the Effective Date.

MEMBERS OF GREEN THERAPEUTICS LLC:

[redacted]
DUKE FU

[redacted]
AMY FU

[redacted]
MICHAEL SUMIYOSHI

[redacted]
RUTT PREMSRIRUT

[redacted]
OHANA TRUST/ THERON CHOW

[redacted]
ANTHONY GRAPPO

[redacted]
ANGIE LIM

[redacted]
KENNY KWOK

GREEN THERAPEUTICS LLC:

By: [redacted]
Name: Amy Fu
Title: Manager

MEMBERS' REPRESENTATIVE:

[redacted]
Amy Fu

BUYER:

GT ACQUISITION LLC
By: [redacted]
Name: Jon Paul
Title: CFO

AUSTRALIS CAPITAL INC.:

[redacted]

By: _____
Name: Jon Paul
Title: CFO

AUSTRALIS CAPITAL INC.:

DocuSigned by:

By: [redacted]
BA402DAC9DBA49A...

Name: Terry Booth

Title: CEO

ADDENDUM TO EQUITY PURCHASE AGREEMENT

THIS ADDENDUM is dated March 23 , 2021 (the "**Addendum**") and is made a part of that certain Equit y Purchase Agreement, dated March 11, 2021, (the "**Agreement**"), among the Persons (as defined in Artic le I of the Agreement) listed as "Members" on the signature page of the Agreement (being referred to individually as a "**Member**" and collectively as "**Members**"), Amy Fu, as the representative of t he Members ("**Members' Representative**"), Green Therapeutics LLC, a Nevada limited liability compan y ("**Green**"), GT ACQUISITION LLC, a Nevada limited liability company ("**Buyer**"), and Australis Capi tal Inc., an Alberta Corporation ("**Australis**"). The Members, Members' Representative, Green, Buyer an d Australis are collectively referred to in the Agreement and herein as the "**Parties**" and individually as a "**Party**". Notwithstanding anything to the contrary contained in the Agreement, the Parties hereby agree t the following: o

1. All initially capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. All other terms and provisions of the Agreement which are not modified or amended by this Addendum shall remain in full force and effect. In the event of a discrepancy between the Agreement and the Addendum, this Addendum controls.

3. Quinsam Capital Corporation, a corporation incorporated under the laws of Canada ("**Quinsam**"), shall be included as an additional member of the Agreement in a certain limited capacity as follows:

(a) As of the date of this Agreement, Quinsam owns certain issues and outstanding membership interests ("**Quinsam Membership Interests**"**)** in Green.
(b) On the Closing Date, Quinsam and the Members will cause Green to contribute, convey, transfer, assign, and deliver to Buyer all the issued and outstanding GTIP Interests consistent with Section 2.1(b) of the Agreement.
(c) As consideration for Quinsam's actions relative to the contribution, conveyance, transfer, assignment and delivery of the GTIP Interests, Buyer will pay Quinsam an amount equal to that which Quinsam would be entitled under Section 3.1(a) if Quinsam were included as a "Member" thereunder (such amount, the "**Quinsam Payment**").
(d) Quinsam acknowledges and agrees that Buyer shall be entitled to deduct and withhold from the Quinsam Payment all Taxes applicable to same, including, without limitation, a withholding equal to 10% of the value to be received by GTIP. All such withheld amounts shall be treated as delivered to Quinsam hereunder.
(e) With respect to Article 4 of the Agreement, Quinsam, severally and jointly with each Member and Green, represents and warrants to Buyer that the statements contained in Section 4.2, 4.4, and 4.5 are true and correct as of the date hereof and will be correct and complete as of the Closing Date as though made then and as though the Closing Date was substituted for the date of this Amendment throughout such Sections as of Quinsam were a "Member" thereunder. Quinsam makes no other representations or warranties under the Agreement or otherwise.

4. Upon the Closing, Quinsam shall indemnify, defend, and hold harmless the Buyer Indemnified Parties from and against, and shall reimburse any Buyer Indemnified Party for, all Losses incurred or sustained by Buyer Indemnified Parties, or any of them, directly or indirectly, arising out of, related to, or resulting from or based upon (i) any breach or inaccuracy of any representation or warranty of Quinsam referenced in Section 3 above or in any signed certificate, statement or other signed instrument of Quinsam delivered pursuant to the Agreement; or (ii) any failure by Quinsam to perform or comply with any material covenant referenced in Section 3 above, or in any signed certificate, statement or other signed instrument of Quinsam delivered pursuant to the Agreement; or (iii) any claims by any Person based on

facts, events, transactions, occurrences or actions or inactions of Quinsam arising on or prior to the Closing Date.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date first written above.

QUINSAM CAPITAL CORPORATION:

[redacted]

By: _____
Name: Roger Dent
Title: CEO

MEMBER'S REPRESENTATIVE:

[redacted]

_____
Amy Fu

GREEN THERAPEUTICS LLC:

By: [redacted]
Name: _____
Title: _____

GT ACQUISITION, LLC:

By: _____
Name: _____
Title: _____

AUSTRALIS CAPITAL INC.:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date first written above.

QUINSAM CAPITAL CORPORATION:

By: _____
Name: _____
Title: _____

MEMBER'S REPRESENTATIVE:

_____
Amy Fu

GREEN THERAPEUTICS LLC:

By: _____
Name: _____
Title: _____

GT ACQUISITION, LLC:

By: [redacted]
Name: Jon Paul
Title: CFO

AUSTRALIS CAPITAL INC.:

By: [redacted]
Name: Jon Paul
Title: CFO