

4FRONT VENTURES CORP.

RESTRICTED EQUITY PLAN

Adopted by the Board of Directors: August 30, 2024

Termination Date: August 30, 2034

1. GENERAL.

(a) Issuer; Meaning of Certain Terms. This Plan is adopted by 4Front Ventures Corp. (the “*Company*”). References to “shares” or “stock” and similar terms refer to the Class A Subordinate Voting Shares of the Company (“*Common Equity*”), as they may be adjusted pursuant to Section 7(a). Section 12 contains the definitions of certain capitalized terms used in this Plan.

(b) Type of Awards; Eligible Recipients. The Plan provides for the grant of restricted stock units (“*RSUs*”) and restricted stock awards (“*RSAs*”) in the form of written agreements. Employees, Directors, and Consultants are eligible to receive RSUs and RSAs.

(c) Purpose. The Plan, through the granting of RSUs and RSAs, is intended to help the Company secure and retain the services of eligible award recipients, provide incentives for such persons to exert maximum efforts for the success of the Company and any Affiliate and provide a means by which the eligible recipients may benefit from increases in value of the Common Equity.

2. ADMINISTRATION.

(a) Administration by Board. The Board will administer the Plan. The Board may delegate administration of the Plan to a Committee or to one or more Officers, as provided in Section 2(c) and 2(d).

(b) Powers of Board. The Board will have the power, subject to and within the limitations of the express provisions of this Plan:

(i) To determine (A) who will be granted RSUs and RSAs; (B) when and how each RSU or RSA will be granted; (C) the provisions of each RSU or RSA (which need not be identical), including vesting criteria; (D) the number of shares of Common Equity subject to an RSU or RSA; (E) whether an RSU will be settled in cash or Common Equity; and (F) Fair Market Value.

(ii) To construe and interpret the Plan and RSUs and RSAs granted under it, and to establish, amend, and revoke rules and regulations for administration of the Plan and RSUs and RSAs. The Board in the exercise of these powers may correct any defect, omission, or inconsistency in the Plan or in any RSU or RSA, in a manner and to the extent it deems necessary or expedient to make the Plan or RSU or RSA fully effective.

(iii) To settle all controversies regarding the Plan and RSUs and RSAs granted under it.

(iv) To accelerate in whole or in part the time at which an RSU or RSA vests.

(v) To approve forms of RSUs and RSAs for use under the Plan.

(vi) To amend the terms of any one or more RSUs and RSAs; *provided however*, that a Participant's rights under any RSU or RSA will not be impaired by any such amendment unless (A) the Company requests the consent of the affected Participant, and (B) such Participant consents in writing. Notwithstanding the foregoing, (1) a Participant's rights will not be deemed to have been impaired by any such amendment if the Board, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant's rights, and (2) subject to the limitations of applicable law, if any, the Board may amend the terms of any one or more RSUs or RSAs without the affected Participant's consent to clarify the manner of exemption from, or to bring the RSU or RSA into compliance with, Section 409A of the Code, or to comply with other applicable laws.

(vii) To exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and that are not in conflict with the provisions of the Plan or RSUs or RSAs.

(viii) To adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Employees, Directors, or Consultants who are foreign nationals or employed outside the United States (provided that Board approval will not be necessary for immaterial modifications to the Plan or any RSU or RSA that are required for compliance with the laws of the relevant foreign jurisdiction).

(c) **Delegation to Committee.** The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee of the Committee any of the powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee). Any delegation will be reflected in resolutions, not inconsistent with the provisions of the Plan, adopted from time to time by the Board or Committee (as applicable). The Committee may, at any time, abolish the subcommittee or revest in the Committee any powers delegated to the subcommittee. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revest in the Board some or all of the powers previously delegated.

(d) **Delegation to an Officer.** The Board may delegate to one or more Officers the authority to: (i) designate Employees who are not Officers to be recipients of RSUs and RSAs; (ii) determine the number of shares of Common Equity to be subject to such RSUs and RSAs granted to such Employees; and (iii) determine the terms of such RSUs and RSAs; provided, however, that the Board resolutions regarding such delegation will specify the total number of shares of Common Equity that may be subject to the RSUs or RSAs granted by such Officer and that such Officer may not grant an RSU or RSA to himself or herself. Any such RSUs or

RSAs will be granted on the form of RSU or RSA most recently approved for use by the Committee or the Board, unless otherwise provided in the resolutions approving the delegation authority.

(e) **Effect of Board's Decision.** All determinations, interpretations, and constructions made by the Board in good faith will not be subject to review by any person and will be final, binding, and conclusive on all persons.

3. SHARES SUBJECT TO THE PLAN.

(a) **Share Reserve.**

(i) Subject to Section 7(a) relating to Capitalization Adjustments, the aggregate number of shares of Common Equity that may be issued pursuant to RSUs and RSAs from and after the Effective Date is 100,000,000 shares (the "**Share Reserve**").

(ii) For clarity, the Share Reserve is a limitation on the number of shares of Common Equity that may be issued pursuant to the Plan. Accordingly, this Section 3(a) does not limit the granting of RSUs or RSAs, except as provided in Section 5(a), or the settlement of RSUs or RSAs in cash.

(b) **Reversion of Shares to the Share Reserve.** If an RSU or RSA or any portion thereof (i) expires or otherwise terminates without all of the shares covered by such RSU or RSA having been issued or (ii) is settled in cash (*i.e.*, the Participant receives cash rather than stock), such expiration, termination or settlement will not reduce (or otherwise offset) the Share Reserve. Any shares reacquired by the Company in satisfaction of tax withholding obligations on an RSU or RSA will again become available for issuance under the Plan.

(c) **Source of Shares.** The stock issuable under the Plan will be shares of authorized but unissued or reacquired Common Equity, including shares repurchased by the Company on the open market or otherwise.

4. PROVISIONS OF RSUS AND RSAS.

(a) **RSUs.** Each RSU or RSA will be in such form and will contain such terms and conditions as the Board deems appropriate. The terms and conditions of RSUs or RSAs may change from time to time, and the terms and conditions of separate RSUs and RSAs need not be identical. Each RSU or RSA will conform to (through incorporation of the provisions of this Plan by reference in the RSU or RSA or otherwise) the substance of each of the following provisions:

(b) **Vesting.** At the time of the grant of an RSU or RSA, the Board may impose such restrictions on or conditions to the vesting of the RSU or RSA as it, in its sole discretion, deems appropriate.

(c) **Payment.** An RSU or RSA may be settled by the delivery of shares of Common Equity, their cash equivalent, any combination thereof or in any other form of consideration, as determined by the Board and contained in the RSU or RSA.

(d) **Additional Restrictions.** At the time of the grant of an RSU or RSA, the Board, as it deems appropriate, may impose such restrictions or conditions that delay the delivery of the shares of Common Equity (or their cash equivalent) subject to an RSU or RSA to a time after the vesting of such RSU or RSA.

(e) **Dividend Equivalents.** Dividend equivalents may be credited in respect of shares of Common Equity covered by an RSU or RSA, as determined by the Board and contained in the RSU or RSA. At the sole discretion of the Board, such dividend equivalents may be converted into additional shares of Common Equity covered by the RSU or RSA in such manner as determined by the Board. Any additional shares covered by the RSU or RSA credited by reason of such dividend equivalents will be subject to all of the same terms and conditions of the underlying RSU or RSA to which they relate.

(f) **Termination of Participant's Continuous Service.** Except as otherwise provided in the applicable RSU or RSA, such portion of the RSU or RSA that has not vested will be forfeited upon the Participant's termination of Continuous Service.

(g) **Compliance with Section 409A of the Code.** Notwithstanding anything to the contrary set forth herein, any RSU or RSA granted under the Plan that is not exempt from the requirements of Section 409A of the Code shall contain such provisions so that such RSU or RSA will comply with the requirements of Section 409A of the Code. Such restrictions, if any, shall be determined by the Board and contained in the RSU or RSA. For example, such restrictions may include, without limitation, a requirement that any Common Equity that is to be issued in a year following the year in which the RSU or RSA vests must be issued in accordance with a fixed pre-determined schedule.

5. COVENANTS OF THE COMPANY.

(a) **Availability of Shares.** The Company will keep available at all times the number of shares of Common Equity reasonably required to satisfy then-outstanding RSUs and RSAs.

(b) **Securities Law Compliance.** The Company will seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to issue and sell shares of Common Equity upon settlement of the RSUs and RSAs.

(c) **No Obligation to Notify or Minimize Taxes.** The Company will have no duty or obligation to any Participant to advise such holder as to the time or manner of exercising such RSU or RSA. Furthermore, the Company will have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an RSU or RSA. The Company has no duty or obligation to minimize the tax consequences of an RSU or RSA to the holder of such RSU or RSA.

6. MISCELLANEOUS.

(a) Corporate Action Constituting Grant of RSUs and RSAs. Corporate action constituting a grant by the Company of an RSU or RSA to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the RSU or RSA is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (e.g., Board consents, resolutions, or minutes) documenting the corporate action constituting the grant contain terms (e.g., vesting schedule or number of shares) that are inconsistent with those in the RSU or RSA as a result of a clerical error in the papering of the RSU or RSA, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the RSU or RSA.

(b) No Member Rights. No Participant will be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Equity subject to an RSU or RSA unless and until (i) such Participant has satisfied all requirements for issuance of shares of Common Equity under the RSU or RSA pursuant to its terms, and (ii) the issuance of the Common Equity subject to the RSU or RSA has been entered into the books and records of the Company.

(c) No Employment or Other Service Rights. Nothing in the Plan, any RSU or RSA, or any other instrument executed thereunder or in connection with any RSU or RSA granted pursuant thereto will confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the RSU or RSA was granted or will affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate, or (iii) the service of a Manager pursuant to the bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.

(d) Change in Time Commitment. In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee) after the date of grant of any RSU or RSA to the Participant, the Board has the right in its sole discretion to (i) make a corresponding reduction in the number of shares subject to any portion of such RSU or RSA that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such RSU or RSA. In the event of any such reduction, the Participant will have no right with respect to any portion of the RSU or RSA that is so reduced or extended.

(e) Investment Assurances. The Company may require a Participant, as a condition of acquiring Common Equity under any RSU or RSA, (i) to give written assurances satisfactory to the Company as to the Participant's knowledge and experience in financial and business

matters or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the RSU or RSA; and (ii) to give written assurances satisfactory to the Company stating that the Participant is acquiring Common Equity subject to the RSU or RSA for the Participant's own account and not with any present intention of selling or otherwise distributing the Common Equity. The foregoing requirements, and any assurances given pursuant to such requirements, will be inoperative if (A) the issuance of the shares upon the acquisition of Common Equity under the RSU or RSA has been registered under a then currently effective registration statement under the Securities Act, or (B) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then-applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Equity.

(f) Withholding Obligations. The Company may, in its sole discretion, satisfy any federal, state, or local tax withholding obligation relating to an RSU or RSA by any of the following means or by a combination of such means: (i) requiring the Participant to tender a cash payment; (ii) withholding shares of Common Equity from the shares of Common Equity issued or otherwise issuable to the Participant in connection with the RSU or RSA; *provided, however,* that no shares of Common Equity are withheld with a value exceeding the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid classification of the RSU or RSA as a liability for financial accounting purposes); (iii) withholding cash from an RSU or RSA settled in cash; (iv) withholding payment from amounts payable to the Participant outside this Plan (e.g., base salary); or (v) by such other method as may be set forth in the RSU or RSA.

(g) Electronic Delivery. Any reference herein to a "written" agreement or document will include any agreement or document delivered electronically or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which the Participant has access).

(h) Deferrals. To the extent permitted by applicable law, the Board, in its sole discretion, may determine that the delivery of Common Equity or the payment of cash upon the settlement of all or a portion of any RSU or RSA may be deferred and may establish programs and procedures for deferral elections to be made by Participants. Deferrals by Participants will be made in accordance with Section 409A of the Code. Consistent with Section 409A of the Code, the Board may provide for distributions while a Participant is still an employee or otherwise providing services to the Company. The Board is authorized to make deferrals of RSUs and RSAs and determine when, and in what annual percentages, Participants may receive payments, including lump sum payments, following the Participant's termination of Continuous Service, and implement such other terms and conditions consistent with the provisions of the Plan and in accordance with applicable law.

(i) **Compliance with Section 409A of the Code.** To the extent that the Board determines that any RSU or RSA granted hereunder is subject to Section 409A of the Code, the RSU or RSA shall incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code. To the extent applicable, the Plan and RSUs shall be interpreted in accordance with Section 409A of the Code.

(j) **Repurchase Limitation.** The terms of any repurchase right will be specified in the RSU or RSA. The repurchase price for vested shares of Common Equity will be the Fair Market Value of the shares of Common Equity on the date of repurchase, unless otherwise specified in the RSU or RSA. However, the Company will not exercise its repurchase right until at least six months (or such longer or shorter period of time necessary to avoid classification of the RSU or RSA as a liability for financial accounting purposes) have elapsed following delivery of shares of Common Equity subject to the RSU or RSA, unless otherwise specifically provided by the Board.

7. ADJUSTMENTS UPON CHANGES IN COMMON EQUITY; OTHER CORPORATE EVENTS.

(a) **Capitalization Adjustments.** In the event of a Capitalization Adjustment, the Board will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), and (ii) the class(es) and number of securities and price per share of stock subject to outstanding RSUs and RSAs. The Board will make such adjustments, and its determination will be final, binding, and conclusive.

(b) **Dissolution or Liquidation.** Except as otherwise provided in an RSU or RSA, in the event of a complete dissolution or complete liquidation of the Company, all outstanding RSUs and RSAs will terminate immediately prior to the completion of such dissolution or liquidation, and the shares of Common Equity subject to the Company's repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such RSU or RSA is providing Continuous Service, *provided, however*, that the Board may, in its sole discretion, cause some or all RSUs and RSAs to become fully vested (to the extent such RSUs and RSAs have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

(c) **Corporate Transaction.** The following provisions will apply to RSUs and RSAs in the event the Company is a party to a merger or consolidation, or in the event of a sale of all or substantially all of the Company's stock or assets, or in the event of a similar corporate transaction with a third party (collectively, a "corporate transaction"), unless otherwise provided in the RSU or RSA. In the event of such a corporate transaction, then, the Board may, without limitation, take one or more of the following actions with respect to RSUs and RSAs, contingent upon the closing or completion of the corporate transaction:

(i) accelerate the vesting, in whole or in part, of the RSU or RSA;

(ii) arrange for the surviving corporation or acquiring corporation (or its parent company) to assume or continue the RSU or RSA or to substitute a similar stock award for the RSU or RSA;

(iii) if the surviving corporation or acquiring corporation (or its parent company) does not assume, continue, or substitute the RSU or RSA, then to cancel the unvested RSU or RSA for no consideration;

(iv) assign any reacquisition or repurchase rights held by the Company in respect of Common Equity issued pursuant to the RSU or RSA to the surviving corporation or acquiring corporation (or its parent company);

(v) delay payments on RSUs and RSAs to the same extent that payment of consideration to the holders of the Company's Common Equity in connection with the corporate transaction is delayed as a result of escrows, earn outs, holdbacks or any other contingencies.

The Board need not take the same action or actions with respect to all RSUs and RSAs or portions thereof with respect to all Participants. The Board may take different actions with respect to the vested and unvested portions of an RSU or RSA.

(d) **Change in Control.** An RSU or RSA may be subject to additional acceleration of vesting upon or after a Change in Control as may be provided in the RSU or RSA or as may be provided in any other written agreement between the Company or any Affiliate and the Participant, but in the absence of such provision, no such acceleration will occur.

8. PLAN TERM; EARLIER TERMINATION OR SUSPENSION OF THE PLAN.

(a) **Plan Term.** The Plan will automatically terminate 10 years after the later of (i) the date when the Board adopted the Plan, and (ii) the date when the Board approved the most recent increase in the number of shares of Common Equity reserved under Section 3 that, if required, was also approved by the Company's shareholders. The Plan may be terminated on any earlier date pursuant to Subsection (b) below.

(b) **Right to Amend or Terminate the Plan.** Subject to Subsections (c) and (d) below, the Board may amend, suspend, or terminate the Plan at any time and for any reason.

(c) **No Impairment of Rights.** No amendment, suspension, or termination of the Plan may impair rights and obligations under any RSU or RSA granted while the Plan is in effect except with the written consent of the affected Participant or as otherwise permitted by the Plan.

(d) **Shareholder Approval.** To the extent required by applicable law, the Plan will be subject to approval of the Company's shareholders within 12 months before or after its adoption date. In addition, an amendment effecting any material change to the Plan terms will be subject to approval of the Company's shareholders only if required by applicable law.

9. EFFECTIVE DATE OF PLAN.

This Plan will become effective on the Effective Date.

10. CHOICE OF LAW; ARBITRATION.

The laws of Delaware will govern all questions concerning the construction, validity, and interpretation of this Plan and any RSU or RSA, and any dispute or claim regarding this Plan and any RSU or RSA, without regard to that state's conflict of laws rules. Any dispute or claim concerning any RSUs and RSAs granted (or not granted) or any disputes or claims relating to or arising out of the Plan will be fully, finally, and exclusively resolved by binding and confidential arbitration conducted pursuant to the rules of JAMS in Chicago, Illinois. In addition to any other relief, the arbitrator may award to the prevailing party recovery of its attorneys' fees and costs. By accepting an RSU or RSA, Participants and the Company waive their respective rights to have any such disputes or claims tried by a judge or jury.

11. STATUS OF PLAN UNDER ERISA.

This Plan is intended to be a "bonus plan" exempt from the provisions of the Employee Retirement Income Security Act of 1974 ("*ERISA*"). If the Plan is determined to be subject to ERISA, it shall be considered to be unfunded and maintained primarily for the purpose of providing deferred compensation for eligible employees who constitute a select group of management or highly-compensated employees, as described in Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

12. DEFINITIONS. As used in the Plan, the following definitions will apply to the capitalized terms below:

(a) "*Affiliate*" means, at the time of determination, any "parent" or "majority-owned subsidiary" of the Company, as such terms are defined in Rule 405. The Board will have the authority to determine the time or times at which "parent" or "majority-owned subsidiary" status is determined within the foregoing definition.

(b) "*Board*" means the Board of Directors of the Company.

(c) "*Capitalization Adjustment*" means any change that is made in, or other events that occur with respect to, the Common Equity subject to the Plan or subject to any RSU or RSA after the Effective Date without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, reverse stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure, or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(d) “**Cause**” will have the meaning ascribed to such term in any written agreement between the Participant and the Company defining such term and, in the absence of such agreement, such term means, with respect to a Participant, the occurrence of any of the following events: (i) such Participant’s commission of any felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof, or the laws of Canada, or the laws of any other jurisdiction; (ii) such Participant’s attempted commission of, or participation in, a fraud or act of dishonesty against the Company; (iii) such Participant’s intentional, material violation of any contract or agreement between the Participant and the Company or of any statutory duty owed to the Company; (iv) such Participant’s unauthorized use or disclosure of the Company’s confidential information or trade secrets; or (v) such Participant’s gross misconduct. The determination that a termination of the Participant’s Continuous Service is either for Cause or without Cause will be made by the Company in its sole discretion. Any determination by the Company that the Continuous Service of a Participant was terminated with or without Cause for the purposes of outstanding RSUs and RSAs held by such Participant will have no effect upon any determination of the rights or obligations of the Company or such Participant for any other purpose.

(e) “**Change in Control**” means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company’s then outstanding securities other than by virtue of a merger, consolidation, or similar transaction. Notwithstanding the foregoing, a Change in Control will not be deemed to occur (A) on account of the acquisition of securities of the Company directly from the Company, (B) on account of the acquisition of securities of the Company by an investor, any affiliate thereof, or any other Exchange Act Person that acquires the Company’s securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities or (C) solely because the level of Ownership held by any Exchange Act Person (the “**Subject Person**”) exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control will be deemed to occur;

(ii) there is consummated a merger, consolidation, or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation, or similar transaction, the shareholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving Entity in such merger, consolidation, or similar transaction or (B) more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving Entity

in such merger, consolidation, or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction; or

(iii) there is consummated a sale or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are Owned by members of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale or other disposition.

Notwithstanding the foregoing definition or any other provision of this Plan, the term Change in Control will not include a sale of assets, merger, or other transaction effected exclusively for the purpose of changing the domicile of the Company.

(f) “*Code*” means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(g) “*Committee*” means a committee of one or more Directors to whom authority has been delegated by the Board in accordance with Section 2(c).

(h) “*Consultant*” means any person or Entity, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, will not cause a Director to be considered a Consultant for purposes of the Plan.

(i) “*Continuous Service*” means that the Participant’s service with the Company or an Affiliate, whether as an Employee, Director, or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Director, or Consultant or a change in the Entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant’s service with the Company or an Affiliate, will not terminate a Participant’s Continuous Service; *provided, however*, that if the Entity for which a Participant is rendering services ceases to qualify as an Affiliate, as determined by the Board in its sole discretion, such Participant’s Continuous Service will be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. To the extent permitted by law, the Board or the chief executive officer of the Company, in that party’s sole discretion, may determine whether Continuous Service will be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave, or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence will be treated as Continuous Service for purposes of vesting in an RSU or RSA only to such extent as may be provided in the Company’s leave of absence

policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law.

(j) “**Director**” means a member of the Board of Directors of the Company.

(k) “**Effective Date**” means the date this Plan is adopted by the Board, subject to approval by the Company’s shareholders to the extent required under Section 8(d).

(l) “**Employee**” means any person employed by the Company or an Affiliate.

(m) “**Entity**” means a corporation, partnership, limited liability company, or other entity.

(n) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(o) “**Exchange Act Person**” means any natural person, Entity, or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that “Exchange Act Person” will not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, (iv) an Entity Owned, directly or indirectly, by the members of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity, or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the Effective Date, is the Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company’s then outstanding securities.

(p) “**Fair Market Value**” means, as of any date, the value of the Common Equity determined by the Board in its good faith discretion.

(q) “**Liquidity Event**” means a Change in Control.

(r) “**Officer**” means any person designated by the Company as an officer.

(s) “**Own,**” “**Owned,**” “**Owner,**” or “**Ownership**” means a person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(t) “**Participant**” means a person to whom an RSU or RSA is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding RSU or RSA.

(u) “**Plan**” means this 4Front Ventures Corp. 2024 Restricted Equity Plan.

(v) “**Rule 405**” means Rule 405 promulgated under the Securities Act.

(w) “*Securities Act*” means the Securities Act of 1933, as amended.

(x) “*Subsidiary*” means any partnership, limited liability company, or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contributions) of more than fifty percent (50%).