

AMENDING AGREEMENT TO THE RESTRUCTURING SUPPORT AGREEMENT

AMENDING AGREEMENT, dated as of June 15, 2021 (this "**Amendment**") to the Restructuring Support Agreement (the "**Support Agreement**") dated July 10, 2020 among iAnthus Capital Holdings, Inc. ("**iAnthus**"), each of the subsidiaries listed on Schedule A thereto (the "**Subsidiaries**"), each of the other signatories to the Support Agreement that is a Lender (as defined in the Support Agreement), each of the other signatories to the Support Agreement that is a Consenting Debenture Holder (as defined in the Support Agreement), and each of the other signatories to the Support Agreement by joinder agreement.

WHEREAS, pursuant to the Support Agreement, it is a condition to closing the Recapitalization Transaction that any regulatory consents or approvals that are required in connection with the Recapitalization Transaction (the "**Regulatory Consents**") be obtained by no later than the Outside Date, being June 30, 2021 subject to any extension as provided for in the Support Agreement;

AND WHEREAS, the Parties have agreed to enter into a written agreement pursuant to which the Lenders and Consenting Debenture Holders will (i) provide to iAnthus certain disclosure regarding the process for obtaining the Regulatory Consents, and (ii) to use their reasonable best efforts to settle, on terms acceptable to the Parties, a long-term incentive plan for senior employees and management of iAnthus; and

AND WHEREAS, the Parties to the Support Agreement have agreed to amend the Support Agreement as provided herein.

AND WHEREAS, capitalized terms used herein which are not otherwise defined shall have the meanings given to them in the Support Agreement.

NOW THEREFORE, for good and valuable consideration, the Parties hereto agree as follows:

1. Interpretation. This Amendment is an amendment to the Support Agreement. Unless the context otherwise requires, this Amendment and the Support Agreement shall be read together and shall have effect as if the provisions hereof and thereof were contained in one agreement. The term "Agreement" when used in the Support Agreement means the Support Agreement including as amended by this Amendment.
2. Definitions. Any capitalized term used herein and in the recitals above and not defined shall have the meaning assigned to it in the Support Agreement.
3. Amendment. The definition of Outside Date in Schedule B to the Support Agreement is hereby amended to delete the words "June 30, 2021" and to replace them with the words "August 31, 2021". Except as amended hereby, the Support Agreement remains in full force and effect.
4. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by email shall be equally as effective as delivery of an original executed counterpart of this Amendment.

5. Conflict. If any provision of this Amendment is inconsistent or conflicts with any provision of the Support Agreement, the relevant provision of this Amendment shall prevail and be paramount.
6. Governing Law. This Amendment shall be governed by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable thereto.

[Signature Pages to Follow]

The Parties have executed this Amendment effective as of the date first written above.

COMPANY:

IANTHUS CAPITAL HOLDINGS, INC.

By: (signed) "Randy Maslow"

Name: Randy Maslow

Title: Interim Chief Executive Officer &
President

SUBSIDIARIES:

S8 RENTAL SERVICES, LLC

By: (signed) "Randy Maslow"

Name: Randy Maslow

Title: President

MPX BIOCEUTICAL ULC

By: (signed) "Julius Kalcevich"

Name: Julius Kalcevich

Title: Chief Executive Officer

BERGAMOT PROPERTIES, LLC

By: (signed) "Randy Maslow"

Name: Randy Maslow

Title: President

IANTHUS CAPITAL MANAGEMENT, LLC

By: (signed) "Randy Maslow"

Name: Randy Maslow

Title: President

IANTHUS HOLDINGS FLORIDA, LLC

By: (signed) "Randy Maslow"

Name: Randy Maslow

Title: President

GROWHEALTHY PROPERTIES, LLC

By: (signed) "Randy Maslow"

Name: Randy Maslow

Title: President

**FALL RIVER DEVELOPMENT COMPANY,
LLC**

By: (signed) "Randy Maslow"

Name: Randy Maslow

Title: President

CGX LIFE SCIENCES INC.

By: (signed) "Randy Maslow"

Name: Randy Maslow

Title: President

GTL HOLDINGS, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

AMBARY, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

IA NORTHERN NEVADA, INC.

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

IANTHUS ARIZONA, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

SCARLET GLOBEMALLOW, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

**MCCRORY'S SUNNY HILL NURSERY,
LLC**

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

IANTHUS EMPIRE HOLDINGS, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

MPX LUXEMBOURG SARL

By: (signed) "Julius Kalcevich"
Name: Julius Kalcevich
Title: Manager

PAKALOLO, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

S8 MANAGEMENT, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

GHHIA MANAGEMENT, INC.

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

IA IT, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

PILGRIM ROCK MANAGEMENT, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

IMT, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

IANTHUS NEW JERSEY, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

CITIVA MEDICAL, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

FWR, INC.

By: (signed) "Christopher Walsh"
Name: Christopher Walsh
Title: Director and Authorized Officer

MAYFLOWER MEDICINALS, INC.

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

GREENMART OF NEVADA NLV, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

IA CBD, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

GRASSROOTS VERMONT MANAGEMENT SERVICES, LLC

By: (signed) "Randy Maslow"
Name: Randy Maslow
Title: President

LENDERS:

GOTHAM GREEN FUND 1, L.P.

By: Gotham Green GP 1, LLC, as General Partner

By: (signed) "Jason Adler"

Name: Jason Adler

Title: Managing Member

GOTHAM GREEN FUND 1 (Q), L.P.

By: Gotham Green GP 1, LLC, as General Partner

By: (signed) "Jason Adler"

Name: Jason Adler

Title: Managing Member

GOTHAM GREEN ADMIN 1, LLC

By: (signed) "Jason Adler"

Name: Jason Adler

Title: Managing Member

GOTHAM GREEN FUND II, L.P.

By: Gotham Green GP II, LLC, as General Partner

By: (signed) "Jason Adler"

Name: Jason Adler

Title: Managing Member

GOTHAM GREEN FUND II (Q), L.P.

By: Gotham Green GP II, LLC, as General Partner

By: (signed) "Jason Adler"

Name: Jason Adler

Title: Managing Member

**GOTHAM GREEN CREDIT PARTNERS
SPV I, L.P.**

By: Gotham Green Partners SPV I, LLC, as General Partner

By: (signed) "Jason Adler"

Name: Jason Adler

Title: Managing Member

GOTHAM GREEN PARTNERS SPV V, L.P.

By: Gotham Green Partners SPV V, LLC, as General Partner

By: (signed) "Jason Adler"

Name: Jason Adler

Title: Managing Member

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] —
[REDACTED]
[REDACTED]

CONSENTING DEBENTURE HOLDERS:

[REDACTED]
[REDACTED]

[REDACTED] —
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] —
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